

Terms and Conditions

1. Introduction:

DigiNotes an online portal developed by The Penseurs Solutions Solutions, a company with its office at K.R. Puram, Bangalore-560036, India provides online notes and question banks for the students under VTU, which are accessible at www.diginotes.in and any other websites through which The Penseurs Solutions makes the Services available (collectively, the "Site") and as application for mobile, tablet and other smart devices and application program interfaces (collectively, the "Application"). We value the trust you place in us. Please read the following statement to learn about our information gathering and dissemination practices.

Note:

Our Terms and Conditions is subject to change at any time without notice. Though every effort would be made to keep you informed of the changes, if any, to the T&C, you are kindly advised to review the T&C periodically. By downloading this app you agree to be bound by the terms and conditions.

2. Definitions:

In addition to other words and expressions that may be defined elsewhere in these Terms, unless the context otherwise requires, the following capitalized terms wherever used in the Agreement shall have the meanings as described hereunder:

- 2.1. Party 1 refers to The Penseurs Solutions
- 2.2. Party 2 refers to the students(users)
- 2.3. Party 3 refers to the faculties
- 2.4. Notes means the educational content that can be used for preparations
- 2.5. Question bank means list of the important questions

3. Terms of Service

- 3.1. By using the Site, Application or Services, you agree to comply with and be legally bound by the terms and conditions of these Terms, whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, Application and Services and all Collective Content (defined above), and constitute a binding legal agreement between **Party 1, Party 2 and Party 3**.
- 3.2. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site, Application or Services. Failure to use the Site, Application or Services in accordance with these Terms may subject you to civil and criminal liabilities.

- 3.3. You acknowledge and agree that, by accessing or using the Site, Application or Services or by downloading or posting any content from or on the Site or via the Application, you are indicating that you have read, and that you understand and agree to be bound by these Terms and receive our Services, whether or not you have registered with the Site and Application.

4. User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Site, Application, Services and Collective Content. In connection with your use of the Site, Application, Services and Collective Content, you may not and you agree that you will not:

- 4.1. use the Site, Application, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies endorsement, partnership or otherwise misleads others as to your affiliation with **Party 1**;
- 4.2. Dilute, tarnish or otherwise harm the **Party 1** in any way, including through unauthorized use of Collective Content;
- 4.3. Copy or otherwise access or use any information contained on the Site, Application, Services or Collective Content for purposes not expressly permitted by these Terms;
- 4.4. Infringe the rights of **Party 1** or the rights of any other person or entity, including without limitation, their intellectual property, privacy, publicity or contractual right;
- 4.5. Interfere with or damage our Site, Application or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- 4.6. We will only record your email address if you send us a message or submit it to us as part of the user registration process. We will only use your email address for the purpose for which you have provided it i.e., to respond to a message from you or to communicate with you regarding your user account.

5. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site, Application and Service. You may submit Feedback by emailing us, through the "Contact" section of the Site, or by other means of communication.

6. Reporting Misconduct

If anyone who you feel is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behaviour, or (ii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to **Party 1** by contacting us.

7. **Party 1** has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. In addition, and as set in these Terms, **Party 1** may take a range of actions against you.

8. Privacy

You agree that **Party 1's** Privacy Policy (as may be updated from time to time) governs **Party 1's** collection and use of **Party 2's** and **Party 3's** personal information.

9. Proprietary Rights

You acknowledge and agree that the **Application** may contain proprietary and confidential information including trademarks, service marks and patents protected by intellectual property laws and international intellectual property treaties. **Party 1** authorizes you to view and make a single copy of portions of its content for offline, personal, non-commercial use. Our content may not be sold, reproduced, or distributed without our written permission.

10. Submitted Contents

When you submit content to the Application you simultaneously grant **Party 1** an irrevocable, worldwide, royalty free license to display, modify and distribute your content worldwide. You confirm and warrant that you have the required authority to grant the above license to **Party 1**.

11. Limitation of liabilities

You understand and agree that the **Application** and any of its subsidiaries or affiliates shall in no event be liable for any direct, indirect, incidental,

consequential, or exemplary damages. This shall include, but not be limited to damages for loss of profits, business interruption, business reputation or goodwill, loss of programs or information or other intangible loss arising out of the use of or the inability to use the service, or information, or any permanent or temporary cessation of such service or access to information, or the deletion or corruption of any content or information, or the failure to store any content or information. The above limitation shall apply whether or not the **Application** has been advised of or should have been aware of the possibility of such damages. In jurisdictions where the exclusion or limitation of liability for consequential or incidental damages is not allowed the liability of the **Application** is limited to the greatest extent permitted by law.

12. Disclaimer of warranties

You understand and agree that your use of the **Application** is entirely at your own risk and that our services are provided "As Is" and "As Available". The **Application** does not make any express or implied warranties, endorsements or representations whatsoever as to the operation of the **Application** website, information, content, materials, or products. This shall include, but not be limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement, and warranties that access to or use of the service will be uninterrupted or error-free or that defects in the service will be corrected.

13. External content

We do not support, promote or brand any college or institution through the **Application**. The **Application** may include hyperlinks to third-party content, advertising or websites. You acknowledge and agree that **Party 1** is not responsible for and does not endorse any advertising, products or resource available from such resources or websites.

14. Copyright Notice

14.1. Ownership of copyright

The copyright in this website and the material on this website (including without limitation the text, computer code, artwork, photographs, images, music, audio material, video material and audio-visual material on this website) is owned by the **Application**.

- Notes Copyrights will be given to **Party3**.
- **Party3** are free to put any type of watermarks, text or pictures which does not disturb the content of notes for their security purpose.

14.2. Copyright license

Party 1 grants to you a worldwide non-exclusive royalty-free revocable license to:

- view this website and the material on this website on a computer or mobile device via a web browser;
- copy and store this website and the material on this website in your web browser cache memory; and
- print pages from this website for your own [personal and non-commercial] use.

Party 1 does not grant you any other rights in relation to this website or the material on this website. In other words, all other rights are reserved.

For the avoidance of doubt, you must not adapt, edit, change, transform, publish, republish, distribute, redistribute, broadcast, rebroadcast or show or play in public this website or the material on this website (in any form or media) without **Party 1's** prior written permission.

14.3. Data mining

The automated and/or systematic collection of data from this website is prohibited.

14.4. Permissions

You may request permission to use the copyright materials on this website by writing to thepenseurs@gmail.com or info@diginotes.in.

15. Cookies Policy

Party 1 uses cookies to improve your experience of our Website. When you visit our Website, the **Application** server sends a cookie to your computer in order to determine your location and use the appropriate language for our Services. You can delete these cookies at any time. Standing alone, cookies do not personally identify an individual. Cookies merely recognize the web browser. Unless an individual chooses to identify himself/herself to the **Application**, such as through opening an Account or entering login information, individuals remain anonymous to the **Application**.

16. Entire Agreement

You understand and agree that the above Terms constitute the entire general agreement between **Party 1**, **Party 2** and **Party 3**. You may be subject to additional Terms and conditions when you use, purchase or access other services, affiliate services or third-party content or material.