

# TERMS OF USE

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## Please read the following carefully

These terms and conditions (“Terms and Conditions”) control your use of this website ppdiinstitute.in (“Website”) and Email communication to @ppdiinstitute.in. In these Terms and Conditions, “PPDi Institute” is referred to as the “Company”, “us,” or “we.”

‘You’ refers as a user or a paying customer. If you are a company or another person who gives access to company products, you agree to take responsibility in full in case of damages or indemnification that could properly lie against the customer.

The PPDi Institute website (the ‘Site’), the educational services made available through the site and the content (the ‘Products’) are owned, operated and maintained, as applicable, by PPDi Institute (‘we’, ‘our’, ‘us’, or the ‘Company’). The Site, Products and Content are, collectively, the ‘Company Products’.

By (a) using or accessing the Company Products, including, but not limited to downloading or accessing, (b) offering a Course through the Site or through Software; you agree to the terms and conditions set forth in these Terms of Use (the “Terms”)

By using this website or its Products and Services, You agree and warrant that you have read, understood, and agreed to be bound by these terms. Company’s privacy policy can be found at [privacy policy](#). If you do not accept these terms, you must not use – and are not authorized to use – all or any portion of the company’s website and its products or services (as defined below).

### Guidelines to use this website:

- You should not use this site in an unlawful manner; you must respect website terms and conditions and follow the privacy policy.
- Under no situations or circumstances, the company will be liable for any change in the content which it provides on the website through its products and services, including but not limited to any errors, omissions, loss or damage experienced in connection with the use of exposure, any content made available via our products, services or various resources such as email, blog etc.
- Our services are free to any user with access to the internet. However, we are not responsible for the charges incurred for the use of hardware, software or internet services provider fee. Also, the user is fully responsible for the proper functioning of computer hardware and internet access.
- You will be required to use login credentials for some of the sections on the site and the company reserves the right to block access to our services for any user who does not follow these conditions.
- We make sure that users get uninterrupted access to our service, but there is no obligation to do so.
- PPDi Institute is not responsible and is not obligated for issues in your network or server beyond certain limits.

### Website Usage Guidelines

- Do not insult, abuse, harass, stalk, threaten or otherwise infringe the rights of others;

- Do not publish, post, distribute or disseminate any defamatory, infringing, indecent, offensive or unlawful material or information.
- Do not upload, install, transfer files which are protected by Intellectual Property Laws or software which affect other computers.
- It's prohibited to edit HTML source code, reverse engineer or attempt to hack.
- Do not run spam services/scripts or anything which could affect infrastructure, and in turn, users.
- Do not communicate spam, advertise or sell services such as digital downloads, eBooks or phishing links.
- You may not copy, distribute and indulge in plagiarism with website content or user-submitted content.

## Privacy

We are concerned about your privacy, just as yourself. This makes us committed to safeguarding your privacy. Any information that you share with us is safe and is used as per our [privacy policy](#). Use of our services after knowing our policies authorizes us to use the information obtained.

All website content or information that can be seen, heard or otherwise experienced on the Site belongs to PPDi Institute. You may use the Site, the Service and the Content for your own personal, non-commercial use only.

You may download and print the available material for your own personal, non-commercial use only.

You will not transfer any information from the website or produce derivative work which you can display, distribute or transmit.

## Links and Hyperlinks Terms

This website may have links to other websites. We do not undertake any control on the content of these websites; nor are we responsible for their website content. The sole purpose of the links included is to provide users information. Hence, PPDi Institute will not be held responsible.

### Hyperlinks

- You may not mirror or frame the home page or any other pages of this Site on any other website or web page.
- Do not link to PPDi Institute pages and subpages with spam links/anchor text which could provide a false impression. This may create misunderstanding for the users.
- Do not use or include copyrighted or registered trademarks, or Intellectual property images, design or content as a link to PPDi Institute website.
- Do not link to pages which support racism, terrorism.
- Do not link to pages which provide pornographic content and violate human rights.

## Intellectual Property

We value and respect others intellectual property and expect our users to do the same.

The entire contents of the Site are of PPDi Institute. The material on the site, including text, graphics, code and/or software PPDi Institute, therefore you may not duplicate, modify, publish or reproduce the content in any manner.

PPDi Institute does not take any responsibility for the content on other sites, that you may find when searching or accessing PPDi Institute products or services. The privacy policy and terms of use of the sites that you visit will administer that material.

PPDi Institute has all the rights to disable or prohibit access to the users who do not respect and involve in the infringement of PPDi Institute intellectual property. You are not allowed to use any of the digital images or logos from the website. In case of copyright issues, there has to be a written consent from the trademark owner

### **Claims of Intellectual Property Violations**

If you believe that your work has been used without your permission in a way which prompts for copyright infringement. Please provide us with the below information and we will act on it.

- The authorized person who will act on behalf of the owner of the copyright should send a digital or physical signature
- A description of the copyrighted work that you claim to be infringing your IP.
- A description of where and how the material that you claim is infringing is located on the PPDi Institute website, with enough detail that we may find it on the website.
- Contact Details – Address, telephone number, and email address.
- A statement by you, that the information which you provided is accurate and your claim of the copyright or intellectual property is on your owner's behalf
- You can reach PPDi Institute to notify your claims of copyright By email – edu.info@ppdiinstitute.in.

### **Transaction Terms**

- To make a transaction on ppdiinstitute.in website, you are bound to pay for that transaction.
- Please pay close attention to your payment details such as the total bill, taxes, shipping costs, discounts.
- There are certain products which require additional terms and conditions which you have to agree before you make the purchase.

WE MAKE NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD ON OR THROUGH PPDi INSTITUTE.

### **Mobile & Other Devices**

In case you're using PPDi Institute from a mobile or a similar device, you need to agree to a different set of terms & conditions known as "Mobile Terms".

- You are liable to be charged by your service provider for the use of data while visiting our website. Our website is available to be accessed free of cost.
- You may have to go by some different terms and conditions based on the type of mobile devices you're using.
- The services may be interrupted due to various concerns like restrictions from products, coverage, software or the service charges.

Your accessing of this website using a mobile device is an acceptance of our mobile terms. But this in no way means that it's limited to just the mobile terms and not the other terms and conditions of the website.

### **PPDi Institute Do's and Dont's**

You can access all the website content, services and products from any of the online streaming methods accepted as being legal. Using the company's content you need to abide by these restrictions and allowances.

**Do's** – While accessing and using the Website, you agree that you will

- Furnish accurate and up-to-date information and will keep your profile binding to accuracy.
- Use all the content, services and products of the website in a respectful manner. This includes all the services and functionalities.
- You need to comply with state, federal, local and international laws and regulations.

**Don'ts** – While accessing and using the Website, you agree that you will not

- Stalk, insult, harass, infringe or abuse the rights of other users.
- Post, publish or try to distribute and offensive, unlawful information or material.
- Upload, install or transfer any file that is protected by Intellectual Property Laws.
- Run any form of spam or scripts that may affect other users.
- Advertise or attempt to sell eBooks or push any other phishing links.
- Use forms of content that violate regulatory, governmental, legal or operator related laws.

### **Representation, Warranties & Convents**

Using this website and our products and services, you represent and warrant the following:

- That you are 18 or older in age & competent to form a Contract with PPDi Institute based on the Terms of Use.
- Above the requisite age of registering an account on the website. In case you are not of the required age, you would need the supervision or involvement of your legal guardian.
- Liable to pay all the data charges, service fees, and all other costs associated for accessing the websites. This will include software and hardware requirements.

You hereby represent, warrant and promise that you and PPDi Institute have the authority to enter into the agreement with respect to the terms of use, perform its obligations and by this, either of the two doesn't violate any contractual relationship or applicable laws.

### **Limit of Liability**

The company will not be liable for any direct, indirect, special, incidental or consequential damage that may result from:

- The use, abuse or failure to use the service.
- Any costs involved in procuring substitute services or any services obtained purchased or transactions made on/from the website.
- Any unauthorised form of access to your data, transmission or confidential information.
- The application of any liability from any third party on any of the Company's products or any other matter related to Company's own products.

### **Indemnity**

Any customer or user that pays for PPDi Institute's products and services had consequentially agreed to the company's Terms of Use. As a consumer, you have to agree to the indemnity of the company, its affiliates, directors, officers and all employees and agents from any claim made by a third party due to breach in Terms of Use or violation of any rights of the third party.

## **Pricing Disclaimer**

All prices, products and offers of ppdiinstitute.in website are subject to change without notice. While we make sure to provide most accurate and up-to-date information, in some cases one or more items on our website may be priced incorrectly. This might happen due to human errors, digital images, technical error or a mismatch in pricing information received from our suppliers.

PPDi Institute reserves the right to change prices for all our products, offers or deals. These changes are done due to market conditions, course termination, providers, price changes, errors in advertisements and other mitigating circumstances. However, the price you paid at the time of purchase still holds for you.

## **Proprietary Use of PPDi Institute Study Material**

No additional or different terms contained in any purchase order, document, transmission or other communication shall be binding upon PPDi Institute unless agreed to by PPDi Institute in writing.

PPDi Institute reserves the right to modify, change without prior notice and in its sole discretion, to limit the order quantity on any item and to refuse service to anyone.

## **Changes to the Terms of the Website**

### **Changes to Terms of Use**

We reserve the rights to modify or change any of our “Terms of Use” at any given time without the need to issue a prior notice. Any such changes will be made effective immediately after the time of posting. However, these changes will not take effect on any ongoing legal disputes. We aim at keeping you updated on any changes taking place in our terms of use, but you agree to review the website to know about any changes or modifications in the same. Continual use of this website means that you accept and agree to the updated or modified Terms of Use.

### **Changes to the Website**

PPDi Institute may change, modify or even eliminate any content or feature from the website at any time without the need of issuing a prior notice or having any liability. If you are not happy with the service related modifications, you are free to cease the use of the website. Also, we are not liable if the website is unavailable at any time for any reason.

## **Miscellaneous**

All the Terms of Use, Privacy Policy and Mobile Terms form an entire agreement between the company and the user. This is related to all the representations, agreements, warranties, oral and written, with respect to the Website. These Terms of Use do not include any other 3rd party or beneficiary rights. Documents related to the purchase like your invoice, order number etc is for reference purpose only and does not bind PPDi Institute with any additional terms and condition mentioned anywhere. So, all the terms and conditions submitted by you on the purchase of any product or service stand rejected by PPDi Institute.

In case, any dispute arises between the participating parties i.e. You and us with respect to the Terms of Use or subject matter of these Terms of Uses, or the breach of these Terms of Use, the party prevailing in the dispute, whether settled in the court or out-of-court, will be entitled to recover all the costs from the non-prevailing party.