# **TERMS & CONDITIONS**

#### TERMS OF USE

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#### INTRODUCTION

By using or accessing the mock test Platform in any way, including using, viewing, sharing, embedding and/or downloading any Services, you agree to be bound by the Terms of Use set forth herein. By accepting these Terms of Use, you also accept and agree to be bound by **nismtest.com** Policies, including but not limited to the **nismtest.com** Privacy Policy.

If you do not understand the present Terms of Use or do not agree with/accept any part thereof, you should immediately discontinue using or accessing the Platform. Your use and/or continued use of the Platform, as the case may be, amount to an express consent by you to the terms of this Terms of Use as well as other **nismtest.com** Policies.

#### **ELIGIBILITY**

By agreeing to these Terms of Use, you represent that you are legally competent to enter into an agreement and provide consent to these Terms of Use. You further represent that you are of sound mind.

By agreeing to these Terms of Use, you represent that you are legally competent to enter into an agreement and provide consent to these Terms of Use. You further represent that Are not prohibited from entering into a legally binding contract as per applicable laws.

In case the Platform is being accessed and the Services are being availed for the benefit of a minor, you expressly confirm that you are legally competent to provide consent on behalf of such a minor and that the minor's use of the Platform and/or the Services shall be subject to the Terms of Use.

#### YOUR ACCOUNT

You can become a registered user by setting up a password protected account with us. In order to set up such an account, you will be required to enter your details including your registered email id after making payment for the subscription. You can reset your account password anytime. By setting up the account, you agree to accept any and all responsibility for any and all activities that occur under your account. By setting up the account, you further agree to the contents of the Privacy Policy. The registered user account will remain valid as per the selected plan from the date of creation and thereafter it may get suspended to reduce the load on our server.

#### RESTRICTION AND TERMINATION OF USE

**nismtest.com** reserves the right and sole discretion to refuse access to the services, terminate any account, remove or restrict any content, at any time, with or without notice to you in case we notice any illegal activity on or from account or if we have reasons to believe that any information provided by you is untrue, inaccurate, outdated or incomplete.

**nismtest.com** may block, restrict, disable, suspend or terminate your access to all or part of the free Services offered, at any time in its sole discretion, without prior notice to you. Specifically, in case of prolonged inactivity, reserves the right to disable, deactivate or

terminate a user's account. If an account has been disabled or deactivated for inactivity, the user name associated with that account may be given to another user without notice to you or such other party. If you violate the Terms of Use, **nismtest.com** may at its sole discretion, block, restrict, disable, suspend or terminate the paid Services offered on the Platform.

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The Services, including but not limited to digital content on the website i.e. text, graphics, user interface, images, video interface and software as well as their selection and arrangement, may belong to us or to our partners who have granted the right to use their content and are protected to the fullest extent possible by applicable laws related to copyrights, trademarks, trade secrets and all other intellectual property and proprietary rights (collectively, "Intellectual Property Rights"). Any unauthorized use of the Services may violate such laws and the Terms of Use. **nismtest.com** reserves all its legal rights to prohibit, stop or contain any such violations.

You agree not to copy, republish, frame, download, transmit, modify, adapt, create derivative works based on, rent, lease, loan, sell, assign, distribute, display, perform, license, sublicense or reverse engineer the Platform and Services or any parts thereof or the selection and arrangement of the Platform and Services, except as expressly authorized herein. **nismtest.com** grants you a non-exclusive, non-transferable, limited permission to access and display the web pages within this Platform, solely on your computer or any other electronic viewing device for your personal, non-commercial use of this Platform. This permission is conditional on the basis that you shall not modify, alter or illegally use the content displayed on this Platform and shall keep intact and comply with all copyright, trademark, and other proprietary notices of the Platform, if any. The rights granted to you constitute a license and not a transfer of title in any manner.

Use of the Platform or Services for any other purpose other than expressly granted hereunder is expressly prohibited and may result in severe civil and criminal penalties.

#### ADVERTISEMENTS AND PROMOTIONS

We may run advertisements and promotions from third parties, products and/or services in any manner and to any extent. Your communications, activities, relationships and business dealings with any third parties advertising or promoting via the Platform, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, shall be solely matters between you and such third parties.

You acknowledge and agree that we are not responsible or liable for any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such non-advertisers on our website.

Our links with advertisers should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless and to the extent stipulated to the contrary.

### LINKS TO THIRD PARTY WEBSITES

The Platform may include links that redirect you to other websites. These third-party websites are not covered by the Terms of Use. You agree that once you leave our servers, any third- party websites that you go to or interact with are at your own risk and shall not be held liable for any default, loss of function or any risk or consequence that you may be exposed to as a result of the same.

#### SPAM E-MAIL AND POSTINGS

In the event your access or use of the Platform and Services is found to be spammy, misleading, malicious, annoying or containing/promoting unsolicited e-mails or

network postings, **nismtest.com** reserves its right to obtain immediate injunctive reliefs against you or against such use by you, in addition to all other remedies available at law or in equity. **nismtest.com** may also opt to block, filter or delete unsolicited e-mail, messages or postings as per its sole discretion.

#### **INDEMNITY**

You agree to indemnify, defend and hold **nismtest.com** and its officers, directors, partners, employees, agents and representatives harmless, from and against any and all claims, damages, losses, liabilities, costs (including reasonable legal fees) or other expenses that arise directly or indirectly out of or from your user content and any other content (e.g. computer viruses) that you may submit, post to or transmit through the Platform (including a third party's

use of such user content (e.g. reliance on the accuracy, completeness or usefulness of your user content).

Your access to or use of the Platform and Services (including any use by your employees, contractors or agents and all uses of your account numbers, user names and passwords, whether or not actually or expressly authorised by you, in connection with the Platform and Services).

Any allegation that while using any of the software made available on the Platform you infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party and/or any dealings between you and any third parties advertising or promoting or linked via the Platform.

This indemnity will be applicable without regard to the negligence of any party, including any indemnified person.

#### **DISCLAIMER**

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We do not accept responsibility for any loss or damage, however caused (including through negligence), that you may directly or indirectly suffer in connection with your use of this Platform, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this Platform.

### PRIVACY POLICY

Your privacy is very important to us. Users of our Platform should refer to our Privacy Policy, which is incorporated into this Terms of Use by reference, with respect to the disclosure, collection, storage, usage and protection of your information during the course your interaction with the Platform.

## AMENDMENTS TO THE TERMS AND CONDITIONS

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#### APPLICABLE LAW AND JURISDICTION

Terms of Use shall be governed by and construed in accordance with the Laws of India. In case of any disputes the courts in **CHANDIGARH** will have exclusive jurisdiction to try any such disputes to the exclusion of all other courts.