

Terms of Use

The Services (defined below) are provided by Great Lakes E-Learning Services Private Limited, a private limited company incorporated under the Companies Act, 1956 and having its corporate office at #22/1,Opp Manyata Tech Park,Nagawara,Bangalore-45 (hereinafter referred to as "**HKBK College of Engineering**", "**we**", "**us**" or "**our**" as the context may require).

These Terms of Use ("**Terms**") govern your use of HKBK College of Engineering's website and other products and services ("**Services**"). As some of our Services may be software that is downloaded to your computer, phone, tablet, or other device, you agree that we may automatically update this software, and that these Terms will apply to such updates.

These Terms, including the policies referenced in these Terms, represent a binding contract between you and us with regard to the Services. You indicate your agreement to these Terms by clicking or tapping on a button indicating your acceptance of these Terms, by executing a document that references them, or by using the Services. Therefore, please read these Terms carefully, and contact us at info@hkbk.edu.in if you have any questions.

Terms of Services

Registration and Information. You need not register with us to simply visit and view our website, but to access and avail the Services being offered, you will need to create a password-protected account ("**Account**").

During the registration process you are also required to submit your personal information, which may include information relating to your name, age, gender, mobile device and location, among other things. You agree that the information provided by you upon registration and at all times thereafter will be true, accurate, current and complete. You agree to maintain and update this information to keep it true, accurate and complete at all times while using the Services.

By sharing your email address & phone number with us, you consent to be contacted by us via phone calls, SMS notifications, mobile applications, email, and/or any other electronic mode of communication in case of upcoming events, program updates and deadline.

You are solely responsible for safeguarding your password ("**Password**") at all times and shall keep your Password secure at all times. You shall be solely responsible for all activity that occurs on your Account and you shall notify us immediately of any breach of security or any unauthorized use of your Account. Similarly, you shall never use another's Account without our permission. You agree that you will not misrepresent yourself or represent yourself as another user of the Services.

You hereby expressly acknowledge and agree that you yourself will be liable for your losses, damages and expenses (whether direct or indirect) caused by an unauthorized use of your Account. Notwithstanding the foregoing, you may be liable for our losses or others due to such unauthorized use.

User Content

The Services enable you to share your content, such as homework, quizzes, exams, projects, and other assignments you submit, posts you make in the forums, and the like ("User Content"), with HKBK College of Engineering, instructors, and/or other users. You retain all intellectual property rights in, and are responsible for, the User Content you share. We are not responsible for any actions you take with respect to the User Content, including sharing it publicly. Further, you are not permitted to use another user's User Content without such user's express consent.

How HKBK College of Engineering and Others May Use User Content

To the extent that you provide User Content, you grant HKBK College of Engineering a fully-transferable, royalty-free, perpetual, sub-licensable, non-exclusive, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the User Content. This license includes granting HKBK College of Engineering the right to authorize institutions offering courses as part of the Services, to use User Content with their registered students and on-campus learners independent of the Services. To clarify, this license continues even after you stop using the Services. Nothing in these Terms shall restrict other legal rights HKBK College of Engineering may have to User Content. We reserve the right to remove or modify User Content for any reason; including User Content that we believe violates these Terms. To the extent that instructors and/ or other users use

User Content in a manner not authorized by you or by HKBK College of Engineering, HKBK College of Engineering shall hold no responsibility and shall bear no liability for any loss, damage or expenses suffered or incurred by you owing to misuse or User Content or breach of your intellectual property rights over the User Content.

Capstone Project

During your learning journey with us, HKBK College of Engineering may conduct Capstone Projects as a part of your learning curriculum to enable you to address practical problems relevant to your Program ("**Problem**"). Such Problems may either be provided by HKBK College of Engineering or you may also propose certain problems from your end for you to work upon. You will be free to deploy HKBK College of Engineering's resources and guidance from HKBK College of Engineering's mentors and faculty members to resolve the problem ("**Solution**").

Accordingly, notwithstanding anything stated in the aforementioned sections of 'User Content' and 'How HKBK College of Engineering and Others May Use User Content', following terms and conditions shall be applicable to the Capstone Projects:

1. If the Problem is provided by HKBK College of Engineering, then HKBK College of Engineering shall exclusively retain all the intellectual property rights to such Problem for perpetuity. Furthermore, HKBK College of Engineering shall also own all the intellectual property rights to the Solution of such Problem devised by you and shall have the right to otherwise use the Solution in any manner as HKBK College of Engineering may deem fit. You shall have the right to exhibit the Problem and the Solution to demonstrate your skills for career growth and progression; however, you shall not exploit the Problem and/or the Solution for any commercial purpose, whatsoever.
2. If the Problem is open source or is procured from an unidentifiable source, then unless expressly precluded, you and HKBK College of Engineering shall jointly own all the intellectual property rights in the Problem and the Solution. Accordingly, HKBK College of Engineering shall have a fully-transferable, royalty-free, perpetual, sub-licensable, worldwide right to copy, distribute, modify, create derivative works based on, publicly perform, publicly display,

and otherwise use the Problem and the Solution. If you wish to assign / license or otherwise utilize any of your intellectual property rights to the Solution, you shall give a prior written notice to HKBK College of Engineering in this regard.

3. If the Problem is procured by you and/or from any third party source, you shall disclose the source of the Problem to HKBK College of Engineering. HKBK College of Engineering shall have a right to list the Problem in your personal e-portfolio hosted on its website and retain it as part of its academic records. Furthermore, unless expressly precluded, the intellectual property rights in the Solution to the Problem shall be jointly owned by you and HKBK College of Engineering. Accordingly, the rights of HKBK College of Engineering on the Problem and the Solution, as mentioned in point 2 of this Section above, shall respectively apply to the Solution for such Problems.

Feedback

We welcome your suggestions, ideas, comments, and other feedback regarding the Services ("**Feedback**"). By submitting any Feedback, you grant us the right to use the Feedback without any restriction or any compensation to you. By accepting your Feedback, HKBK College of Engineering does not waive any rights to use similar or related Feedback previously known to HKBK College of Engineering, developed by its employees or contractors, or obtained from other sources.

Security

We care about the security of our users. While we work to protect the security of your Account and related information, HKBK College of Engineering cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your Account.

Third Party Content

Through the Services, you will have the ability to access and/or use content provided by instructors of programs offered as part of the Services, other users, and/or other third parties and links to websites and services maintained by third parties. HKBK College of Engineering cannot guarantee that such third party content, in the Services or elsewhere, will be free of

material you may find objectionable or otherwise inappropriate or of malware or other contaminants that may harm your computer, mobile device, or any files therein. HKBK College of Engineering disclaims any responsibility or liability related to your access or use of such third party content. It is clarified that HKBK College of Engineering does not have a principal-agent or employer-employee relationship with any instructor, user or third party and shall not have bear any liability or responsibility on behalf of such persons / entities.

Education Research

HKBK College of Engineering is committed to advancing the science of learning and teaching, and records of your participation in courses may be used for education research. Research findings will typically be reported at the aggregate level. Your personal identity will not be publicly disclosed in any research findings without your express consent.

Paid Services

HKBK College of Engineering offers paid Services for a fee. Unless otherwise stated, all fees are quoted in Indian Rupees. You are responsible for paying all fees and applicable taxes in a timely manner with a payment mechanism associated with the applicable paid Services. If your payment method fails or your Account is past due, we may collect fees using other collection mechanisms. Fees may vary based on your location and other factors, and HKBK College of Engineering reserves the right to change any fees at any time at its sole discretion. Any change, update, or modification will be effective immediately upon posting through the relevant Services.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functions, features, or requirements, and we may suspend or stop a Service altogether. Accordingly, HKBK College of Engineering may terminate your use of any Service for any reason. If your use of a paid Service is terminated, a refund may be available as assessed on a per case basis solely at the discretion of HKBK College of Engineering. HKBK College of Engineering and its directors, instructors, its contributors, sponsors, and other business

partners, and their employees, officers, staff, contractors, and other agents (the "HKBK College of Engineering Parties") shall not have any liability to you for any such action. You can stop using our Services at any time.

We may also terminate your access to our Services if it comes to our knowledge that you have violated any of these Terms, our Privacy Policy, any other applicable policies or agreements between us, or any applicable laws. In this regard, we may further take any such necessary action, including legal recourse and removal of any non-compliant information shared by you.

Disclaimers

The services and all included content are provided on an "As is" basis without warranty of any kind, whether express or implied. The HKBK College of Engineering parties specifically disclaim any and all warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing or usage of trade, whether express or implied. The HKBK College of Engineering parties further disclaim any and all liability related to your access or use of the services or any related content. You acknowledge and agree that any access to or use of the services or such content is at your own risk.

Limitation of Liability

To the maximum extent permitted by law, the HKBK College of Engineering parties shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, lost business opportunities, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from: (a) your access to or use of or inability to access or use the services; (b) any conduct or content of any party other than the applicable HKBK College of Engineering party, including without limitation, any defamatory, offensive, or illegal conduct; (c) unauthorized access, use, or alteration of your content or information; (d) these terms; or (e) act, omission or negligence to which you contributed. In no event shall HKBK College of Engineering's aggregate liability for all claims related to the services exceed one thousand Indian Rupees (1000 INR).

You acknowledge and agree that the disclaimers and the limitations of liability set forth in these terms of use reflect a reasonable and fair allocation of risk between you and the HKBK College of Engineering parties, and that these limitations are an essential basis to HKBK College of Engineering's ability to make the services available to you on an economically feasible basis.

You agree that any cause of action related to the services must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

Indemnification

You agree to indemnify, defend, and hold harmless the HKBK College of Engineering Parties from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party related to: (a) your use or attempted use of the Services in violation of these Terms; (b) your violation of any law or rights of any third party; or (c) User Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

Governing Law and Jurisdiction

The Services are managed by HKBK College of Engineering, which is located in Karnataka, India. You agree that any dispute related to these Terms will be governed by the laws of the State of Haryana, excluding its conflicts of law provisions. You further consent to the personal jurisdiction of and exclusive venue in the national and state courts located in and serving Bangalore as the legal forum for any such dispute.

Excluding claims for injunctive or other equitable relief, either you or HKBK College of Engineering may elect at any point during the dispute to resolve the claim through binding, non-appearance-based arbitration. The dispute will then be resolved using an established alternative dispute resolution ("ADR") provider, mutually agreed upon by you and HKBK College of Engineering. The parties and the selected ADR provider shall not involve any personal appearance by the parties or witnesses, unless otherwise mutually agreed by the parties; rather, the arbitration shall be conducted, at the option

of the party seeking relief, online, by telephone, or via written submissions alone. Any judgment rendered by the arbitrator may be entered in any court of competent jurisdiction.

Revisions to the Terms

We reserve the right to revise the Terms at our sole discretion at any time. Any revisions to the Terms will be effective immediately upon posting by us. In all cases, your continued use of the Services after publication of such changes, with or without notification, constitutes binding acceptance of the revised Terms.

Severability and Waiver

If it turns out that a particular provision of these Terms is not enforceable, this will not affect any other terms. If you do not comply with these Terms, and we do not take immediate action, this does not indicate that we relinquish any rights that we may have (such as taking action in the future).

Acceptable Use Policy

You are prohibited from using our Services to share content that:

- Is harmful to child.
- Contains illegal content or promotes illegal activities with the intent to commit such activities. Please keep in mind that learners who are as young as 13 use HKBK College of Engineering, and we do not allow content that is inappropriate for these younger learners.
- Contains credible threats or organizes acts of real-world violence. We do not allow content that creates a genuine risk of physical injury or property damage, credibly threatens people or public safety, or organizes or encourages harm.
- Harasses others. We encourage commentary about people and matters of public interest, but abusive or otherwise inappropriate content directed at private individuals is not allowed.
- Violates intellectual property, privacy, or other rights. Do not share content that you do not have the right to share, claim content that you did not create as your own, or otherwise infringe or misappropriate someone else's

intellectual property or other rights. Always attribute materials used or quoted by you to the original copyright owner.

- Is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.
- Deceives or misleads the addressee about the origin of the message/content or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact; or communicates any information which is grossly offensive or menacing in nature.
- Contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource.
- Is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever.
- Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.
- Spams others. Do not share irrelevant or inappropriate advertising, promotional, or solicitation content.
- Otherwise violates these Terms. Please note that specific courses offered as part of the Services may have additional rules and requirements.

You also are not permitted to:

- Do anything that violates local, state, national or international law or breaches any of your contractual obligations or fiduciary duties.
- Share your password, let anyone access your Account, or do anything that might put your Account at risk.
- Attempt to access any other user's Account.
- Reproduce, transfer, sell, resell, or otherwise misuse any content from our Services, unless specifically authorized to do so.
- Access, tamper with, or use non-public areas of our systems, unless specifically authorized to do so.

- Break or circumvent our authentication or security measures or otherwise test the vulnerability of our systems or networks, unless specifically authorized to do so.
- Try to reverse engineer any portion of our Services.
- Try to interfere with any user, host, or network, for example by sending a virus, overloading, spamming, or mail-bombing.
- Use our Services to distribute malware.
- Impersonate or misrepresent your affiliation with any person or entity.
- Encourage or help anyone do any of the things on this list.

Copyright and Trademark Policy

HKBK College of Engineering respects the intellectual property rights of our instructors, and other third parties and expects our users to do the same when using the Services. We reserve the right to suspend, disable, or terminate the Accounts of users who infringe or are charged with infringing the copyrights, trademarks, or other intellectual property rights of others.

If you believe in good faith that materials on the Services infringe your copyright, you may notify us by email and we will review your complaint. If we deem appropriate, we may remove the offending content, warn the individual who posted the content, and/or take other appropriate actions and communicate the same to you.

The email complaint must include the following information:

1. the physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work claimed to have been infringed (or, if multiple copyrighted works located on the Services are covered by a single notification, a representative list of such works);
3. identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow HKBK College of Engineering to locate the material on the Services;
4. the name, address, telephone number, and email address (if available) of the complaining party;

5. a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We suggest that you consult your legal advisor before filing a notice. Also, be aware that there can be penalties for false claims.

Privacy

By using the Services, you agree to our [Privacy Policy](#), the terms of which are incorporated into, and form a crucial part of, these Terms. Our Privacy Policy sets out the terms on which we process any personal or financial data we collect from you or that you provide to us. Our Privacy Policy shall also apply to your use of our website and by using our website, you consent to such processing and you warrant that all data provided by you is accurate.

Force Majeure

Neither of us shall be liable to the other for any delay or failure in performance under these Terms, other than payment obligations, arising out of a cause beyond its control and without its fault or negligence. Such causes may include, but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, acts of God, acts of declared or undeclared war, acts of regulatory agencies, or national disasters.

Grievance Redressal

The contact details of the officer are as below:

Name: Mr. Vinay

E-mail id: legal@hkbk.edu.in

All the grievances and any discrepancies of the provider of information shall be redressed within one month (30 days) from the date of receipt of grievance.