

## **The University18 Online Learning Platform – [www.university18.edu.in](http://www.university18.edu.in)**

### **Terms & Conditions of Use**

#### **ACCEPTANCE OF TERMS:**

University18 and University18 Business School (herein referred to as "U18" and/or "University18") is a joint initiative of The Sampuran Prakash Foundation, a Not for Profit Foundation formed under the the Indian Trusts Act 1882, and MSL Learning Systems Private Limited ("MSL").

University18 is an education services provider, working in collaboration with various University's of India (i.e Universities recognized as per the University Grants Commission (UGC) Act, 1956.), in the conduct of various distance education and professional education programs, that lead to the award of certain Diplomas and Degrees (hereafter referred to as "Certification" or "Certificate"), upon a successful completion by the enrolled candidates.

University18 is by itself NOT a University, and the use of the term "University18" is a coined term used as a brand name, for convenience purpose only and is not to mean or be interpreted as a University under any applicable Indian laws and / or University Grants Commission (UGC) Act, 1956.

University18, and or the University in question, may advertise and invite applications from eligible candidates, for enrollment in its various Program/s. Upon being found eligible, and after having paid the due fee, a candidate may be enlisted or enrolled as a student of the said Program.

Certification is awarded to enrolled students only upon 'Successful Completion' as per the evaluation and rules of the University in concern, and enrollment in any program shall not guarantee the award of a degree or diploma.

A successful and complete conduct of U18's Programs ("Program Cycle") involves the provision and use of only the following features, services and amenities, provided by University18 and/or the University

- A Program approved by the described University, as advertised at the time of enrolment
- Program Syllabus
- Program Courseware in the form of Self Learning Material Course Books
- Internal Assessments as deemed fit by the University & University18
- End Term Assessments as per University guidelines, conducted at limited locations around India, and/or at limited locations overseas, as and when deemed fit by University18 and the University.

Services listed above, provided, and necessary for the Successful Completion of a Program, hereafter referred to as 'Essential Services' , may be provided 'online' /

in a digital form, or 'offline' / in a physical form, as may be deemed fit time to time by either U18 or the University.

In addition to the "Essential Services" detailed above, University18 , for the benefit of all its students, also endeavors to provide some additional services and facilities such as additional educational content, e-learning content , live virtual classroom facility, internet based Online Classes , periodical sms and email alerts about various program related information and requirements, email facility, and other such associated facilities, hereafter referred to as "Additional Services" **or** "Student Support Services" **through , or as part of** the University18 Learning Management System ("LMS") and or the University18 Virtual Learning Environment ("VLE"). These above mentioned Services and Content are hosted vial the LMS and VLE accessible through websites and web services owned and operated by University18, for the use and benefit of students enrolled in its Distance Learning Programs and University Programs. These services are provided free of cost to the enrolled candidates of University18 programs, are not to be considered as part of the Educational Program or its Conduct. These facilities may be provided directly by University18 and or our affiliates, and our partners or licensors or associates.

The entitlement to, enrollment to , access and use of the above mentioned "Students Support Services" provided to registered and enrolled students of our Educational Programs, other associated services and content, and/or associated websites [www.university18.edu.in](http://www.university18.edu.in) , [www.ubs.edu.in](http://www.ubs.edu.in) and/or the Learning Management Systems ("LMS") and Virtual Learning Environment ("VLE") sites or sites and services accessed via these sites and/or all web-sites owned by MSL Learning Systems Pvt Ltd or University18 or University18 Business School, (collectively referred to as "U18 sites" or "Our web-sites"), is subject to the following terms and conditions of use ("**Conditions**" and/or "**Terms**"), IN ADDITION TO Program TERMS AND CONDITIONS IMPOSED By THE UNIVERSITY, as DETAILED IN THE PROSPECTUS AND/OR THE UNIVERSITY WEBSITE AND/OR on U18 Sites.

**If you do not agree to abide by the Conditions, please inform University18 in writing immediately, and do not review, refer or download materials from this website or its webservice.**

We may modify these Terms at any time without notice to you by posting revised Terms on our web-sites. Your use of our web-sites constitutes your binding acceptance of these Terms, including any modifications that we make. Some of the Services may be subject to additional posted conditions. Your use of those Services is subject to those conditions, which are incorporated into these Terms by reference. In the event of an inconsistency between these Terms and any additional posted conditions, the provisions of the additional conditions shall control.

We have the right, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without giving you any prior notice:

1. Restrict, suspend, or terminate your access to all or any part of our Services;
2. Change, suspend, or discontinue all or any part of our Services;
3. Refuse, move, or remove any material that you submit to our web-sites for any reason;
4. Refuse, move, or remove any content that is available on our web-sites;
5. Deactivate or delete your accounts and all related information and files in your account;
6. Establish general practices and limits concerning use of our web-sites.

You agree that we will not be liable to you or any third party for taking any of these actions.

You understand and agree that our Services may include communications such as service announcements and administrative messages from us or from our partners or licensors or associates and that these communications are considered part of the Services. You will not be able to opt out of receiving these messages.

You irrevocably and unconditionally agree, confirm, undertake and accept these terms, and other terms and conditions on registration, for access to or use of any contents, games or materials on our web-sites. Any amendment to these terms, and other terms and conditions from time to time shall be deemed to be accepted by you and shall be an integral part of the original terms, and other terms and conditions.

You confirm to provide us any and every details we require to obtain from you, including such other personal or proprietary information relating to any of your acts or omissions or violations or other persons who may be a party with you, on suspicion or otherwise in relation to the use of U18 sites.

### **General Terms for use of services and facilities provided by University18**

1. University18 is a trade name used by University18 Business School(hereinafter also referred as "University18").
2. A University18 Online VLE or LMS account can only be obtained by individuals above 18 years of age, and is provided only to those who are currently enrolled in a Program being conducted by University18
3. These terms and conditions as well as any amendments thereof are part of a contract between you and University18 Business School and govern the use of services provided by University18
4. Any misuse of facilities provided by University18 will be subject to cancellation of your services and necessary legal action, if required by U18.

5. Use of U18 Services for educational content are dependent on the use of suitable multimedia Computer Systems and Internet Bandwidth. U18 is not responsible in any manner whatsoever for deficiencies in services provided to candidate/students not using a suitable or compatible System and Internet facilities. Detailed Hardware and Software Requirements are available at the University18 website [www.university18.edu.in](http://www.university18.edu.in)
6. U18's VLE and LMS and other U18 Services for content are Internet Dependent and cannot be availed by you in the event of Internet failure and /or download error. U18 is not responsible in any manner whatsoever for non provisioning of the services due to Internet failure/connectivity failure/download error.
7. Use of U18's VLE and LMS features requires end users or candidates to have a working knowledge of various computer software and processes. U18 is not responsible in any manner whatsoever for any candidates inability to fully or effectively make use of any such additional services provided due to lack of computer skills on the end users part.
8. Use of U18's VLE and LMS features requires the availability of good quality and uninterrupted internet connectivity at the end-user end, and for his or her computer system to be virus and error free. U18 is not responsible in any manner whatsoever for any candidates inability to fully or effectively make use of any such additional services provided due the absence of these facilities at the user end.
9. U18 is under no obligation to provide backup copies or CD copies of any of the content made available to candidates via its LMS or VLE to any candidate individually.
10. You understand and agree that password and other information with respect to your U18 account are confidential information. You agree to immediately change the password on receipt and to continue changing the password o. You agree that U18 shall not be responsible if you share your password and other confidential information about your U18 account with any person or fail to abide by the advice given in this para about changing password periodically.
11. You understand that Services provided under the head of "Additional Service" or "Student Support Services" are not an integral part of the Educational Programs conducted by University18.

- 12.U18 reserves the right to amend or withdraw any or all 'additional services' provided to students, or the U18 VLE or LMS without any prior notice.
- 13.All disputes with respect to use of U18 VLE services and or LMS Services shall be subject to Jurisdiction of Delhi Courts only.
- 14.Detailed terms of use as mentioned on U18 website ([www.University18.edu.in](http://www.University18.edu.in)) shall be applicable.

**This agreement is governed by the Laws of India. You hereby irrevocably consent to the exclusive jurisdiction and venue of Courts in New Delhi, India in all disputes arising out of or relating to the use of the University18 sites/services.**

Use of the U18 sites/services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

You agree to indemnify and hold U18, its subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the University18 sites/services. U18 reserves the right to disclose any personal information about you or your use of the University18 sites/services, including its contents, without your prior permission if U18 has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of U18 or its affiliated companies; (3) enforce the terms or use; or (4) act to protect the interests of its members or others.

U18's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of U18's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the U18 sites/services or information provided to or gathered by U18 with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and U18 with respect to the University18 sites/services and it supersedes all prior or contemporaneous communications and proposals, whether

electronic, oral or written, between the user and U18 with respect to the University18 sites/services.

### **Dispute Resolution – Arbitration**

University18 Business School may elect to resolve any controversy or claim arising out of or relating to these Terms or our web-sites or web services by binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996.

Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party.

The arbitration shall be conducted in New Delhi, India and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or we may seek any interim or preliminary relief from a court of competent jurisdiction in New Delhi, India, necessary to protect the rights or the property of you or University18 Business School (or its agents, suppliers, and subcontractors), pending the completion of arbitration.

The language of Arbitration shall be English.

### **Governing Laws and Courts**

Subject to Arbitration, the parties irrevocably agree and undertake that any controversy or claim arising out of or relating to these Terms or our web-sites and or web services shall be adjudicated exclusively before a competent court in New Delhi, India only. The terms and our web-sites shall be governed by the laws of India.

### **Miscellaneous**

We may be required under any legislation, to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on our web-sites or delivering them to you through e-mail. You may update your e-mail address and cellular mobile number by visiting the Web Services where you have provided contact information. If you do not provide us with accurate information, we cannot be held liable if we fail to notify you. You have the right to request that we provide such notices to you in paper format, and may do so by contacting: [admin@university18.edu.in](mailto:admin@university18.edu.in) . In such case , additional charges may apply, and would have to be borne by you.

Our failure to exercise or enforce any right or provision of these Terms shall not

constitute a waiver of such right or provision.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our web-sites or these Terms must be filed within one (1) month after such claim or cause of action arose or be forever barred.

These Terms, including all terms, conditions, and policies that are incorporated into these terms by reference, constitute the entire agreement between you and University18 Business School, and govern your use of our web-sites , online services, teaching programs and curriculum, superseding any prior agreements that you may have with us.