

BVM FORUM TERMS AND CONDITIONS

This Terms and Conditions document is provided by **BVM GLOBAL EDUCATION TRUST** (known as BVM)

BVM runs the BVM Kids, BVM Global & BVM International group of schools in India. BVM Forum is an online portal comprising of Student Forum and Teachers Forum under the umbrella of BVM Global Education Trust. BVM reserves the right at its sole discretion to invite students, teachers, staff, Alumni and parents to become registered users of BVM Forum web services. The access to and use of the BVM Forum Services is subject to compliance with these Terms and conditions as herein. We reserve the right, at any time and without prior notice, to remove or disable access to BVM Forum at our discretion for any reason. Some of the reasons we may remove or disable access to BVM Forum are including but not limited to : not being in good standing, finding the content of the user post to be objectionable, in violation of these Terms & Conditions, or otherwise harmful to the Services or our users. Users of BVM Forum viz Teachers, Staff, Students, Alumni and Parents agree and accept the terms and conditions as set out herein. BVM may update these terms from time to time and any changes will be effective immediately on being set out here. Please ensure you are aware of the current terms.

1. Terms & Conditions of Service

BVM Global Education Trust rules and regulations apply to all transactions along with special conditions imposed for all activities including internet based application. Please go through the conditions carefully and if you accept them, you may continue to transact on the website. Please note that using the online payment facility on this website indicate that you are deemed to have agreed to the terms and conditions set forth below. If you do not agree with all these terms and conditions, you must not transact on this website. Once you have clicked the 'I Agree' button at the bottom of these Terms and Conditions you have entered into a formal agreement with BVM Global Education Trust for the purpose of all transactions as set out herein on this website. This agreement constitutes the entire agreement between the user and BVM Global Education Trust and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and BVM Global Education Trust with respect to all transactions including online payment on this website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form this agreement is made between: BVM Global Education Trust and The User (“You”). In no event will BVM Global Education Trust be liable for any damages whatsoever arising out of the use, inability to use, or the results of use of this site, any websites linked to this site, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.

2. YOUR OBLIGATIONS AS A USER {Teacher, Staff, Student, Alumni and Parent}

2a) General Obligations: You shall access our web site only for lawful purposes and you shall be responsible for complying with all applicable laws, statutes and regulations in connection with the use of our web site. A User of BVM Forum is a Teacher or Staff or Student or Alumni or Parent.

2b) Information Provided: The information you provide must be complete and accurate. BVM Global Education Trust reserves the right at all times to disclose any information as BVM Global Education Trust deems necessary to satisfy any applicable law, regulation, legal process, or Governmental request. Non-authorization of payment more than once by payment gateway for processing fee paid by you is liable to result in deregistration of your account with this site, without any notice.

2c) User Responsibility: You confirm to us that you or through your parent in case you are under the age of

18 have the legal capacity to enter into this Agreement with us and that all information you provide in respect of your use of the service is true and accurate to the best of your knowledge and belief. You are responsible for the security of your password and for all transactions undertaken using your password through our service. You confirm that you are the original account holder used in the transactions you make using the site and you alone use the "id" and "password" you have created in the site. BVM Global Education Trust will not be responsible for any financial loss, inconvenience or mental agony resulting from misuse of your ID/password/credit card number/debit card number account details.

3. Code of Conduct

Definition: Institution/School refers to BVM Global Education Trust (including its affiliates, sister organisations and or subsidiaries) and Staff of the school includes teaching, non-teaching, sub-staff, support staff and domestic staff of this institution (including its affiliates, sister organisations and or subsidiaries)

User of the BVM forum agrees to :

- i) Respect and follow all applicable rules and regulations of the Trust as in existence and that may be amended from time to time.
- ii) Respect the rights of others and treat members of Teaching staff, members of school community, especially those in position of authority regardless of race, ancestry, place of origin, colour, ethnic origin, religion, gender, sexual orientation, age or disability.
- iii) Show care and respect for school property and the property of others.
- iv) Respect the need of others to work in an environment that encourages learning and teaching.
- v) Seek help from school staff, if necessary, to resolve conflict peacefully and not swear or use foul language at a teacher or at another person in a position of authority.
- vi) Not divulge or disclose or handover to any person whomsoever including competitors, parents of other school, make any use whatsoever for own purpose or for any other purpose any confidential information or secrets or proprietary information or intellectual property, know-how, trade secrets, operations know how, or knowledge learnt/ gained / obtained from the school BVM Global Education Trust (including its affiliates, sister organisations and or subsidiaries during the course of their ward studying in the school and for a period of 60 months after the parent & their ward leaves the school) including on curriculum, syllabus, educational technology, all school data including fee structure, confidential information, technical specifications, drawings, processes, and systems etc .
- vii) Not transact with or solicit or continue existing trade/business or start a new one individually, or in association with the Teaching and Non- Teaching staff or with other past or present staff of this institution.
- viii) Not to directly or indirectly solicit for employment any person who is now employed with BVM Global Education Trust including its affiliates, sister organisations and or subsidiaries during the course of their ward studying in the school and for a period of 60 months after the parent & their ward leaves the school.
- ix) Not to employ the existing staff of the institution during or after school for tuition or coaching or for any other purpose including agencies, consultancy, retainer etc.
- x) Not to directly or indirectly continue with or associate or engage in financial activities such as lending, borrowing money, investment in chits or in mutual funds or in share market individually or in association with existing employees of this institution.
- xi) Not to directly or indirectly offer any kind of monetary amounts or non-Monetary gifts etc to Teaching Staff /sub-staff/support Staff /domestic staff of the school.
- xii) Not to lend or avail loan to/from the teaching staff /sub-staff/support staff/ domestic staff of the school in the form of kind or cash.
- xiii) Not use defamatory, offensive or derogatory comments regarding the school or any of the pupils/parents/staff at the school on social media sites.
- xiv) Handle the assets of school with utmost care and should not intentionally damage or destroy school property or the property of a teacher, administrator.

- xv) Not disrupt the orderly conduct of classes, school programs or other school activities.
- xvi) Not distribute or wear materials on school grounds or at school functions that are obscene, advocate illegal action, appear libelous, obstruct the rights of others, or are disruptive to the school program.
- xvii) Not intimidate, harass or discriminate against any staff of the institution on the basis of race, color, creed, national origin, religion, age, gender, sexual orientation or disability.
- xviii) Not enter any portion of the school premises without authorization or remain in any building or facility after it is normally closed.
- xix) Not consume, sell, distribution or exchange cigarettes/tobacco or alcoholic beverages, controlled substances, or be under the influence of either on school property or at a school function.
- xx) Not use weapons in or on school property or at school function, except in the case of law enforcement officers on official duty. Not loiter on or about during school functions.
- xxi) Not to gamble on school property or at school functions.
- xxii) Refrain from provoking others to commit any of the acts prohibited by this code.
- xxiii) That the school has the sole right, title and interest over such pedagogy, curriculum design, development, classroom transactions / management, inventions, know – how, improvements, discoveries and the school owns the intellectual property rights over them.
- xxiv) That BVM Global Education Trust & related parties (including its affiliates, sister organisations and or subsidiaries) own many trademarks, word marks, copy rights & brand name(s) and parents agree & undertake not to use or misuse these trademarks, word marks, copy rights and brand name(s) at all times.
- xxv) That during the course of studies of their wards or thereafter, parents may and are likely know certain information about BVM Global Education Trust, its schools, its operation, clients, prospects, plans, products & service, financial condition, properties, proprietary information, intellectual property, trade secrets and/or know-how. Parents agree that all such information whether oral, written, or recorded/electronic, and regardless of the manner in which it is furnished is known as "Proprietary Information." The term "Proprietary Information" shall also include all reports, summaries, compilations, analyses, notes or other information. Parents agree not to disclose the Proprietary Information to any third parties and agree to not divert or attempt to divert any business or customer of BVM Global Education Trust. Parents agree that they shall not directly or indirectly reverse-engineer, decompile, or disassemble any technical knowledge, know how, software disclosed to them. Further parents specifically agree that any non-written Proprietary Information is also subject to the terms of this agreement.
- xxvi) Users understand that violating the code of conduct may result in serious consequences. Parents specifically agree that failure to adhere to code of conduct or found in violation may result in legal action against concerned User and the person(s) to whom the information was divulged. Users agree that violating the Secrecy, Confidentiality and Code of Conduct may result in serious legal consequences against them.

4. **Limitation of Liability:** BVM Global Education Trust shall not be liable to you save as expressly provided for in these terms and conditions and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise arising out of the use of the service or connection to the website.

5. **Accuracy of Information:** We shall use reasonable endeavours to check the accuracy of the information published on this website. We give no warranty as to the accuracy of such information given on our website and reserve the right to amend and vary the contents of this web site from time to time without notice. The BVM Global Education Trust Sites/Services may contain links to third party websites ("Linked Sites"). The Linked Sites are not under the control of BVM Global Education Trust and BVM Global Education Trust is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site.

6. **Exclusion of Liability:** BVM Global Education Trust shall not be liable to you for any of the following types of loss or damage arising out of your use of BVM Global Education Trust viz “BVM Forum website and the service” whether in contract or tort (including any liability for negligence howsoever arising out of or in connection with the performance of our obligations in the provision of the website and this service):
- i. Loss of revenue, business, anticipated savings or profits; or
 - ii. Any indirect or consequential loss howsoever arising.
8. **Force Majeure:** We shall not be liable to you in respect of any delay in performance of these terms and conditions or delay in performance or breach of the terms and conditions due to any event or circumstances beyond our reasonable control.
9. **Disclaimer:** BVM Global Education Trust is not responsible for wrong application due to incorrect details furnished by the user.

10. **Privacy Policy**

This Privacy Policy section explains what information will be collected by BVM (“BVM” “we,” “us,” or “our”) when you access our websites, software, mobile applications, connected products or related services (“Product” or “Service”) and how the information will be used. We will not use or share your information with anyone except as described in this Privacy Policy. Each time you use our Service you are accepting the practices described in this Privacy Policy, as applicable, at that time.

BVM respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User’s permission, as covered in this Privacy Policy. BVM respects and protects the privacy of the Users viz Teachers, parents, staff Alumni and Students. BVM as a policy asks its 3rd party vendors & service providers to guarantee data security & respect privacy concerns and parents are advised to bring to notice of any problem or issue they may have noticed or heard of. Parents and students must guarantee data security of the School. Parents, Alumni and students must respect and protect the privacy of the School, its staff, its teachers, its management and students, Alumni & parents.

Information Collection & Use: BVM is the sole owner of the Personal Information collected through our Web Sites or in connection with the Services.

Data Collected from Registered Users: We need to collect Personal Information such as name, phone number, email address, state, and country in order for you to register, to make payments, to use our Services or to respond to your requests for information that you may submit to us through the Web Site. We use this information to process your requests, to administer the Services and to provide information to you relating to our Services. We use this information to analyze interest in the Web Site and to improve the information we make available through the Web Sites. You should always review, and if necessary, adjust your privacy settings on third-party websites and services before linking or connecting them to the BVM Service or website. User-generated content/audio/video using our mobile/laptop/tablet application is not monitored by us. For more details on our data collection practices for Children Users, please see the section on Children’s Privacy.

Cookies : Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and transferred to your device. We use cookies to collect information in order to improve our services for you. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. The Help feature on most browsers provides information on how to accept cookies, disable cookies or to notify you when

receiving a new cookie. If you do not accept cookies, you may not be able to use some features of our Service and we recommend that you leave them turned on.

Log Data : We may also collect information that your browser sends whenever you visit our Service ("Log Data"). This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, and the pages of our Service that you visit, the time and date of your visit, the time spent on those pages and other statistics. In addition, we may use third party services such as Google Analytics, Facebook analytics etc. that collect, monitor and analyze this type of information in order to increase our Service's functionality. These third party service providers have their own privacy policies addressing how they use such information.

Service Providers : We may employ third party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform Service-related services and/or to assist us in analyzing how our Service is used. These third parties have access to your Personal Information only to perform specific tasks on our behalf and are obligated not to disclose or use your information for any other purpose.

Communications: We may use your Personal Information to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

International Transfer: Your information, including Personal Information, may be transferred to any country and maintained on computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction. We take appropriate steps to ensure that recipients of your Personal Data are bound to duties of confidentiality and we implement measures such as standard contractual clauses.

Compliance with Law : We will disclose your Personal Information where required to do so by law or if we believe that such action is necessary to comply with the law and the reasonable requests of law enforcement or to protect the security or integrity of our Service.

Business Transaction : Your personal information may be transferred as a business asset. In such cases where required, we will provide notice before your Personal Information is transferred and/or becomes subject to a different Privacy Policy.

Children's Privacy Policy : Please note that while our services & products are targeted and aimed to be used by children as students studying in our school (Under the age of 18), Only persons age 18 or older under the category of parents, legal guardians, or other adults are allowed to make payments & or purchases on our website.

BVM makes reasonable efforts to ensure its website/apps comply with the Children's Online Privacy Protection Act. BVM does not knowingly collect information from children as defined by local law, and does not target its websites or mobile applications to children.

If you are a parent or guardian and believe that a child under 13 might have provided us with Personal Information without your permission, or if you wish to view, request deletion of, or prohibit further collection of information about your child, please contact us at info@bvmglobal.org. We urge parents to monitor their children's use of all digital media.

BVM respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not wilfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

BVM respects and protects the privacy of the Users of BVM Forum. BVM as a policy asks its 3rd party vendors & service providers to guarantee data security & respect privacy concerns and parents are advised to bring to notice of any problem or issue they may have noticed or heard of.

Users of BVM Forum must guarantee data security of the web portal. Users must respect and protect the privacy of the Schools, its staff, its teachers, its management and fellow students, alumni & parents.

IMPORTANT: By accessing and using the BVM Forum through the login section of the online web portal website you are agreeing to all the terms and conditions including any updated changes in terms and conditions from time to time through our website.

By signing on this contract of agreement you are agreeing to all the terms and conditions including any updated changes in terms and conditions from time to time.

Governing Law; Jurisdiction. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of India under the jurisdiction of the High Courts at Chennai, Tamil Nadu, India.

Contact Details:

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SIX BVM SCHOOLS

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Contact us between 9.00 a.m.-5.30 p.m. Monday – Friday

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