

Introduction

1.1 These terms and conditions of use ('Terms of use') refer to the official website of The **kobitaclub.com** ('our', 'we' or 'us'), which is accessible via the address **www.kobitaclub.com** and its variations ('Website'). By using, or contributing to, the Website you ('User' or 'you') agree to these Terms of use. In particular, we draw your attention to clause 2 (Disclaimer and limitation of liability), clause 3 (Copyright and intellectual property rights) and clause 4 (Contributing to our Website). You may print and keep a copy of these Terms of use.

1.2 Together with these Terms of use, About this page and About this site sections, and any web page-specific terms and conditions that may be shown on the Website from time to time, form the entire agreement between you and us ('Agreement'). If you do not agree to be legally bound by this Agreement please leave the Website immediately. Your continued access and use of the Website will amount to acceptance of these Terms of use.

1.3 kobitaclub.com reserves a right to change the Agreement at any time and will post a 'highlight' to this about this site section if changes are made. You should review these Terms of use on a regular basis to ensure that you are aware of any changes made as you will be legally bound by any amended terms if you continue to use the Website after the changes.

2. Disclaimer and limitation of liability

2.1 kobitaclub.com does its best to ensure that all information on the Website is accurate. If you find any inaccurate information on the Website please let **kobitaclub.com** know by sending an email to Web Services **at**

kcwebteam@gmail.com and we will correct it, where we agree, as soon as practicable.

2.2 kobitaclub.com gives no warranty or assurance about the content of the Website. As the Website is under constant development its contents may be incorrect or out-of-date and are subject to change without notice. While **kobitaclub.com** makes every effort to ensure that the content of the Website is accurate, **kobitaclub.com** cannot accept liability for the accuracy of all content at any given point in time.

2.3 kobitaclub.com makes every effort to ensure that its computer infrastructure is error- and virus-free but does not warrant that any material available for downloading from the Website will be free from infection, viruses and/ or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

2.4 Neither **kobitaclub.com** nor any of its agents, employees and sub-contractors shall be liable to you or any other party for any claim, loss, demand or damages whatsoever (whether such claims, loss, demands or damages were foreseeable, known or otherwise) arising out of or in connection with the use of the Website or information, content or materials included on the Website.

2.5 In no event shall **kobitaclub.com** or any of its agents, employees or sub-contractors be liable to you for any indirect or consequential loss or damage including, without limitation, any;

2.5.1 loss of actual or anticipated profits (including loss of profits on contracts);

2.5.2 loss of revenue;

2.5.3 loss of business;

2.5.4 loss of opportunity;

2.5.5 loss of anticipated savings;

- 2.5.6 loss of good will;
- 2.5.7 loss of reputation;
- 2.5.8 loss or damage to or corruption of data;
- 2.5.9 loss of use of money or otherwise, and whether or not advised of the possibility of such claim, loss, demand or damages and arising in tort (including negligence), contract or otherwise, to the fullest extent permitted by law.

2.6 The Website provides hypertext links to other sites operated by other people. Using such a link means you are leaving the Website. **kobitaclub.com** takes no responsibility for, and gives no warranties, endorsements, guarantees or representations in respect of, linked sites. **kobitaclub.com** is not responsible for the privacy practices, nor do we accept any liability in connection with the content of, such websites, including those of our group entities, which will in some cases have their own privacy policies tailored for the particular business practices and educational sectors in which they operate. Any concerns regarding any external link should be directed to its website administrator or web master.

2.7 We are a content accumulator (and not a publisher) of content supplied by third parties and users of the internet. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, or users, are those of the authors or distributors and not of us. We do not necessarily endorse nor are we responsible for the accuracy or reliability of any opinion, advice or statement made on the Website.

2.8 The information on the Website is not intended to address your particular requirements. Such information does not constitute any form of advice or recommendation by us and is not intended to be relied upon by you in making (or refraining from making) any specific educational, or other, decisions. You should take

your own advice and/ or make specific enquiries and independently verify any information before relying upon it.

2.9 If you make an arrangement with anyone named in or connected with the Website this is at your sole risk.

2.10 Nothing in this Agreement excludes or limits **kobitaclub.com**'s liability for:

2.10.1 death or personal injury caused by **kobitaclub.com**'s negligence; or

2.10.2 fraud or fraudulent misrepresentation; or

2.10.3 the tort of deceit; or

2.10.4 any other liability which may not be limited or excluded by law.

3. Copyright and other intellectual property

3.1 The Website may contain copyright material, trade names and marks and other proprietary information, including, but not limited to, text, software, photos and graphics, and may in future include video, graphics, music and sound ('Content'). The Content is protected by copyright law, registered and unregistered trade marks, database rights and other intellectual property rights.

3.2 **kobitaclub.com**, its licensors, or authorised contributors own the copyright, database right and other intellectual property rights in the selection, coordination, arrangement and enhancement of such Content, as well as in the Content original to it. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit, any of the Content, in whole or in part except as provided in these Terms of use.

3.3 You may download information from the Website for your own personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be

permitted without our express permission or that of the copyright owner. In the event of any permitted copying, redistribution or publication of copyright material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyright material.

4. Contributing to the website

4.1 Where you elect, or are invited, to submit any contribution or material to the Website (including any text, message board content, photographs, graphics, video, audio or logo) ('Contribution') or otherwise consent to the use of the Contribution, then by submitting the Contribution or consenting to its use, you grant **kobitaclub.com** a perpetual, royalty-free, non-exclusive license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your Contribution worldwide and/ or to incorporate your Contribution in other works in any media now known or later developed for the full term of any rights that may exist in your Contribution. If you do not want to grant to **kobitaclub.com** the rights set out above, please do not submit your Contribution to the Website. The kobitaclub.com shall have no liability to you for any misuse by any third party of any Contribution that is distributed by us through the Website or in respect of any infringement of the intellectual property rights in any Contribution by any third party.

4.2 By submitting your Contribution to the Website, you:

4.2.1 warrant and represent that your Contribution:

(a) is your own original work and that you have the right to make it available to **kobitaclub.com** for all the purposes specified above and that it does not breach or infringe anyone ekobitaclub.com 's right such as copyright or in is in any way illegal;

(b) is not defamatory, libellous, obscene, menacing, threatening, offensive, abusive, fraudulent or criminal;

(c) will not and does not contravene any relevant local, national or international law or incite or encourage the contravention of any such law;

(d) is not related to the conduct of a business;

(e) does not advertise or market anything in any way; and

(f) is not otherwise offensive;

4.2.2 agree at all times to follow our message board rules of posting, which will be shown next to the message board;

4.2.3 agree to indemnify and keep kobitaclub.com indemnified on demand against all legal fees, damages and other expenses that may be incurred by kobitaclub.com as a result of your breach of the above warranty; and

4.2.4 agree to waive any moral rights in your Contribution for the purposes of its submission to and publication on the Website and the purposes specified above to the fullest extent permitted by law.

4.3 We reserve the right to identify you in response to a court order or threat of legal action.

4.4 If you see any information on the Website that breaches your or anyone ekobitaclub.com 's rights or may be illegal, defamatory or otherwise should be removed, let us know immediately by e-mailing Web Services at **(kcwebteam@gmail.com)** and, where we agree, we shall do our best to remove it as soon as possible.

4.5 We reserve the right to remove any Contribution from the Website (including any text, message board content, photographs, graphics, video, audio or logo) at any time and without notice and shall not be obliged to give a reason for doing so. In the event that we remove any Contribution from the Website we shall in no way be liable for any

loss, liability, cost or expense suffered by you as a result (whether direct or indirect) of such removal.

4.6 We reserve the right to edit, remove postings to message boards, delete or use electronic methods to block or filter any Contribution left on or sent to the Website at our discretion, including without limitation any message that contravenes any of these Terms of use, but we do not have an obligation to do so.

4.7 You must indemnify (pay) us, and keep us indemnified, on demand for any losses we suffer if you breach this provision or any other provision of these Terms of use or the message board rules of posting.

4.8 We expect many of those contributing to our message boards to have strong views about the matters discussed, but the Website is subject to the laws of libel and you and we could be sued if you are not careful in what you say. You should not make libellous postings or any postings that are illegal or breach copyright, database or other related rights. It is your responsibility to check this. We do not accept any liability in this respect.

4.9 You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the relevant provisions of Information Technology Act. We reserve the right to report any such breach to the relevant law enforcement authorities and in such an event we will co-

operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

4.10 Where we create a link from our Website to any website operated by you, we shall have the right to remove such link at any time without obtaining your prior consent. In the event that we do remove a link from our Website to any website operated by you, we shall in no way be liable for any loss, liability, cost or expense suffered by you as a result (whether direct or indirect) of such removal, including, without limitation to the foregoing generality, where such loss, liability, cost or expense results from a loss of search engine positioning, ranking, placement or optimisation.

5. Privacy and data protection

5.1 Your right to privacy is important to us. The following terms are provided to explain how we collect and use information about you so that you can make an informed choice about using the Website.

5.2 Data protection

5.2.1 **kobitaclub.com** is keen to strike a fair balance between your personal privacy and ensuring that you obtain full value from the products and services it provides, while ensuring that it complies with all protection the law of the land affords to you. **kobitaclub.com** will hold your personal data securely in accordance with the Act, under which it is fully registered.

5.2.2 The main purpose of the Act is to contain the possible threat to individuals from the misuse of personal data relating to them held in manual records or on computing equipment. kobitaclub.com complies with all requirements of the law on protection of personal data held on computer or in manual records. The same requirements apply to any records held by individual students about identifiable living individuals.

5.3 *Collection and use of personal data*

5.3.1 Personal data is not stored nor captured through the Website without the prior knowledge and consent of Users. Where personal information is captured (eg through web-based forms for feedback, registration, requests, etc), the User will be informed as to what personal information is being collected, who will use it, and for what purpose(s) it will be used.

5.3.2 Any personal data that you give us will be treated with the utmost care and security. We will hold your personal information on our systems for as long as it is still used for the purpose stated when originally requested.

5.3.3 **kobitaclub.com** is keen to strike a fair balance between your personal privacy and ensuring that you obtain full value from the products and services it provides, while ensuring that it complies with all protection the laws of the land affords to you. **kobitaclub.com** will hold your personal data securely in accordance with the Act, under which it is fully registered.

5.3.4 Should you request that we amend or suppress records containing your personal data, we will endeavour to do so as promptly as practical. However, you may receive communications for a transitional period while we process your records.

5.4 *Cookies*

5.4.1 This Website may use cookies - a small piece of information stored on your computer in the form of a file - where strictly necessary for the purposes of making the Website work, for monitoring performance or facilitating functionality.

5.4.2 You may refuse the use of cookies by adjusting the settings of your web browser, however please note that if you do this you may not be able to use the full functionality of this Website.

5.4.3 By using this Website, you consent to the use of cookies and use of the data they provide.

5.4.4 For more information, see [Cookies](#).

5.5 Log files

5.5.1 Continuous logs are kept of requests received by the Website's web servers as it is accessed. These logs are used to analyse usage of the Website.

5.5.2 Each log entry includes the internet protocol (IP) address of the client used (typically, though not necessarily, the IP address of the personal computer (PC) used), the type of client used (typically, though not necessarily, the type and version of web browser used), the URL of the page (or object) requested, the URL of the previous page (or object) requested (known as the 'referrer' and could relate to this Website or another), and the reference number stored in a cookie created by the Website (if one exists). **kobitaclub.com** logs additionally contain the username used to access restricted areas of the Website. This username is not collected by nor shared with Nedstat or Google Inc.

5.5.3 **kobitaclub.com** is only able to link log entries to individuals where it holds personal data that can be associated with log entries using IP address, username, or reference number from cookies. This is only possible in relation to Users connected directly to the **kobitaclub.com** network (ie using an **kobitaclub.com** IP address) and Users using an **kobitaclub.com** account (ie using an **kobitaclub.com** username). We will only use this information to identify you where we are required to

by law or where we suspect that there has been a breach of the law or of these Terms of use.

6. User names and passwords

6.1 You are solely responsible in all respects for all use of and for protecting the confidentiality of any username and passwords that may be given to you or selected by you for use on our Website. You may not share these with or transfer them to any third parties.

6.2 You must notify us immediately of any unauthorised use of them or any other breach of security regarding our Website that comes to your attention

7. Accessibility

7.1 **kobitaclub.com** seeks to ensure that people are treated equally regardless of age, disability, race, nationality, ethnic or national origin, gender, religion, sexual orientation or personal circumstances. **kobitaclub.com** does its best to ensure that the Website is accessible to all its users and potential users, including but not limited to users with disabilities (eg visual impairments, cognitive impairments, motor impairments etc); users for whom English is a second language; users of various software; or any other users who may need to use the Website.

7.2 If you need any advice on making your web content and services accessible, please contact the Web Services Team (give email address)

7.3 Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Website without notice (see below). We will not be liable if for any reason the Website is unavailable at any time or for any period.

7.4 From time to time, we may restrict access to some parts of the Website, or the entire Website, to users who are (as the case may be) students, **kobitaclub.com** employees or who have registered with us.

8. General

8.1 The Agreement forms the whole agreement between you and us. You acknowledge that you have not entered into this Agreement in reliance upon any warranty or representation made by us or any other person and you waive any rights to damages/ rescission you may have for misrepresentation (other than a fraudulent misrepresentation) that is not contained in this Agreement.

8.2 If any provision or term of these Terms of use shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.

8.3 Failure by either party to exercise any right or remedy under this Agreement does not constitute a waiver of that right or remedy.

8.4 Any formal legal notices should be sent to us at the address at the end of these Terms of use by email confirmed by post.

8.5 Failure by us to enforce a right does not result in waiver of such right.

8.6 You may not assign or transfer your rights under this Agreement.

8.7 We reserve the right to bar Users from the Website and/ or specific web pages, on a permanent or temporary basis at our discretion. Any such User shall be notified and must not then attempt to use the Website under any other name or through any other User.

9. Linking to the Website

9.1 You may link your website to the home page of the Website at (<http://www.kobitaclub.com>) provided you do so in a way that is fair and legal and

does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. **kobitaclub.com** reserves the right on demand, as it in its discretion thinks fit, to direct you to remove any links to the Website from your website and you shall promptly comply with any such direction or any other lawful direction that we may give to you in relation to the placing of any such link on your website.

9.2 You must not establish a link from any website that is not owned by you.

9.3 Our Website (or any part of its or content on it) must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in paragraph 4 above.

10. Trade Marks

10.1 **kobitaclub.com** and **(KC, if any)** are UK registered trade marks of The London School of Economics and Political Science.

11. Governing law

11.1 The Agreement is governed by Indian laws notwithstanding the jurisdiction where you are based. You irrevocably agree that the courts of India shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms of use and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts. The place of performance shall be England.

11.2 We provide no warranty or guarantee that the Website or information available on it complies with laws other than those of India.

12. Further information

12.1 Further information on these Terms of use or your privacy can be obtained from the **(Tuhin Mallik)**

12.2 Or via telephone: **(9830027257)**