

Terms and Conditions

The following terms and conditions (“Terms & Conditions” or “Terms” or “T&Cs”) govern all use of the NISM website platform (the “Platform”), including any use or viewing of any Content (defined below), services and products available at or through the Platform (collectively, “Services”), by Platform visitors and participants (collectively, “Users”), both unregistered and registered (“Registered Users”). The Services are offered to each User subject to such User’s acceptance of all of these Terms & Conditions and all other applicable terms and conditions, operating rules, policies and procedures that are communicated from time to time on or through the NISM Website.

A User should read the T&Cs carefully before browsing or accessing the Platform or any Content or using any Services. By browsing, accessing or using any part of the Platform, including the registration by a Registered User to open an account (a “User Account”), a User agrees to be bound by these Terms & Conditions.

User Sign Up and Account Obligations

User needs to sign up for a User account by providing all required information in order to access or use these services. If you represent an organization and wish to use the Services for internal use, all internal users of your organization need to provide user account details. You agree to: a) provide true, accurate, current, and complete information about yourself as prompted by the sign up process; and b) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete.

If you connect to any Services through a third-party service, you grant us permission to access, use, and store your information, such as login credentials, for that service, as permitted by its policies.

You must register for an account to access portions of the Services. You agree that the information provided for the purpose of account registration is accurate and will be kept accurate and up-to-date at all times. You are solely responsible for maintaining the confidentiality of your account and password and accept responsibility for all activities that

occur under the account. You will not share passwords, authentication credentials, or other means of account access with a third party, except Authorized Users.

You agree to notify immediately of any actual or suspected unauthorized use of your account or any other breach of security. We will not be liable for any losses or damages arising from your failure to comply with the above requirements. You will be held liable for losses or damages incurred by us or any third party due to someone else using your account or password.

NISM is concerned about the safety and privacy of all its Users. All parties involved should exercise caution and discretion before sharing any credit card information, passwords, account numbers, or any other relevant personal information. User acknowledges and agrees that NISM will not be held responsible or liable for any content posted by Users or for any communication or dispute that arises Between User or any third parties.

You agree by registering that you are legally able to enter into this agreement. Among other things, this means (1) if you are registering for an individual license account, you must be an individual of at least eighteen (18) years of age enrolling under your own name and (2) if you are a designated user registering for a business license/account, you must be a bona fide employee or independent contractor of the business entity in whose name the license/account is held, and you must be authorized to bind the business entity and be authorized to register under the name of the business entity.

Subscription Fees and Payment

User agrees to pay the fees in effect for your subscription at the time you purchase or renew it. Current pricing for subscription plans is available on the Website. User shall provide a valid, up-to-date credit card number or other payment information on request. Charges must be paid in advance, either annually or in accordance with any different billing frequency stated in the applicable order. If we do not receive any payment when due, we may suspend your access to the Services.

Third-Party Applications

Third party services/websites: The Services contain integrations with third-party applications. If you choose to use third-party applications, you are responsible for complying with any terms

and conditions of that third-party content. Third parties may use, collect, store or disclose your information. NISM shall have no liability or responsibility for the privacy practices or other actions of any third-party applications. Third-party services are not under NISM's control, and, to the fullest extent permitted by law, NISM is not responsible for any third-party service's use of your exported information. The Services may also contain links to third-party websites. Linked websites are not under NISM's control and NISM is not responsible for their content.

Third party softwares: The Services may include or incorporate third-party software components that are generally available free of charge under licenses granting Users rights to copy, modify, and distribute those components. Although the Services are provided to you subject to this Agreement, nothing in this Agreement prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses. NISM does not review, monitor, endorse, warrant or make any representation with respect to third-party applications/softwares and accepts no responsibility for them or for any loss or damage that may arise from your use of them

Security and Data Privacy

For information about how the we collects, uses, and shares your information, please review our Privacy Policy . You agree that by using the Services you consent to the collection, use, and sharing (as set forth in the Privacy Policy) of such information. The Children's Online Privacy Protection Act requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 18 years of age.

Copyrights and other proprietary information protection

All right, title and interest in and to the Subscription services including Confidential Information, and any modifications, enhancements and improvements thereto, including all intellectual property and proprietary rights therein, are and at all times shall remain the sole and exclusive property of NISM and its licensors, and shall be subject to the terms and conditions of this Agreement.

The materials and information contained on the Portal, including, but not limited to, the text, graphics, photographs, artwork, icons, images, logos, audio, video, downloads, data and compilations, are the exclusive property of NISM and is protected by applicable laws. Some of the information provided to User through the service, by advertisers and other parties, is protected by copyrights, trademarks, patents or other proprietary rights and other applicable laws. User agrees not to copy, modify, create any derivative works of, reverse engineer or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the product or the service that operates the site as in whole or in part. User shall not copy any portion of the Portal for the purpose of developing any similar websites or portals.

User grants NISM a non-exclusive license during the term of this Agreement to use, process, store, and display User data solely to improve the User service. User is solely responsible for the content of Data and represents and warrants that it owns or has obtained the rights to all of the intellectual property rights subsisting in the User Data, and User has the right to provide NISM the license granted herein to use such Data in accordance with this Agreement.

Maintenance and Termination of service

The Service may be temporarily unavailable for scheduled maintenance or for any unscheduled emergency maintenance, or for any other causes beyond NISM's reasonable control, but NISM will use reasonable efforts to provide advance notice in writing or by email of any scheduled unavailability of the Service.

User acknowledges and agrees that NISM, in its sole discretion, may terminate your password, account (or any part thereof) or use of the service, block or prevent future access to the service, and remove and discard any content/information within the service at any time for lack of use or if User has violated or acted inconsistently with the nature of these Terms of Use.

You agree that any such termination can be affected without any prior or written notice to you and that NISM will not be held liable to you or any third-party for any termination of access to the Service. User will not be entitled to a refund for any fee he/she had paid.

If any of the provisions of this Terms of Use are held invalid, such provision shall be deemed severed and the remaining provisions shall remain in full force and effect.

No Warranties

The Service are provided on an “as is” and “as available” basis. To the fullest extent permitted by applicable law, the Services are provided without warranties of any kind, whether express, statutory, or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy or non-infringement.

NISM reserves the right to modify, withdraw, or discontinue the Services, in whole or in part, at any time without any notice to you. You agree that NISM shall have no liability to you or any third party for any losses or damages caused by the Services not being available, in whole or in part, at any time or for any period.

Without limiting the foregoing, NISM does not warrant that the Services will be uninterrupted, error-free, or virus-free. Any material downloaded or otherwise obtained using the Service is done at your own discretion and risk. We will not be liable for any loss or damage to your computer system or data that may result from use of the Services.

If applicable law requires any warranties with respect to the services, all such warranties are limited in duration to ninety (90) days from the date of first use. We do not make any representation that your use of the services will comply with any legal requirements in a particular jurisdiction. Subscribers are solely responsible for determining whether the use of the services is in accordance with the laws and regulations of any jurisdiction to which they are subject.

NISM warrants during the term of this Agreement that it will use commercially reasonable efforts to safeguard and accurately maintain the integrity of User data, utilizing at a minimum industry standard security and backup procedures

Indemnification

User agrees to indemnify, defend, and hold harmless NISM and its affiliates, subsidiaries, agents, employees, and licensors from and against any and all claims and expenses, including reasonable attorneys’ fees, brought by a third party arising out of or related in any way to your use of the Services, violation of these Terms of Use, violation of any law or regulation, or violation of any proprietary or privacy right.

Governing Law

The Terms of Use and the relationship between you and NISM will be governed by the applicable laws.

Grievances

Grievance or complaint, in relation to processing of information, should be sent to elarning@nism.ac.in Grievance shall be redressed as expeditiously as possible.

Amendments/Changes in the policy.

NISM reserves the right to change this Terms of Use without notice and will post any revisions/amendments on the website/portal. This policy is effective from **01 Sep 2024** and it supersedes all existing policies or agreements on the subject matter, if any.