

## Terms and Conditions - Q Breaker™

The following Terms and Conditions are related to Q Breaker™. Please read these Terms and Conditions carefully before accessing or using this website. If you are accessing or using our website, then it implies that you have agreed to comply with the given terms and conditions which together with the Privacy Policy and Disclaimer of the website governs your use of this website. If you do not wish to abide by the Terms and Conditions for this website, please discontinue viewing, reading and/or using this website immediately. If you violate any of these Terms and Conditions, your permission to use this website automatically terminates.

### Terms and conditions for Using Q Breaker™

1. While using Q Breaker™, you are strictly forbidden to:
  - a) Republish, reproduce or use any of its content in any way for any commercial or non-commercial purpose (which also includes republishing its material in any other website without the written permission of Q Breaker™ authorities)
  - b) Rent, sell or redistribute this website's content publicly
  - c) Misuse this website's material or content
  - d) Edit or try to modify the website's content in any way or any means
2. You may download, upload and make changes in documents that are added by you. In case you need to use any material or content of Q Breaker™ for any personal use, you may do so. However, use of Q Breaker™'s content for personal use is subjected to the restrictions stated in the relevant section of this document.
3. Topics on Group Discussion are posted by Q Breaker™ authorities. Hence, users are forbidden to discuss or outsource the topics to any third party as we provide these topics exclusively for our registered users.
4. The use of Q Breaker™'s personal services for interactions and discussions, including but not limited to, Q&A, group discussion, social network and email via messaging services should be done wisely and under strict compliance with Cyber Law of India. While using any of these features or services of Q Breaker™, you are forbidden to:
  - a) Post any pornography or adult content
  - b) Post any content (texts, images, videos, hyperlinks or other documents) that might intend to hurt sentiments or feelings of any person or group
  - c) Use any sort of vulgar, threatening language and pass any derogatory remarks
  - d) Publish anything with the intent to spam
  - e) Publish or post anything that can start conflict among masses in large scale
  - f) Make false claims and accusations against any person or group
5. In case any dispute arises among users because of its forum, networking, messaging or any other designated service, Q Breaker™ reserves the right to take definite action. In such scenarios, Q Breaker™'s decision will be considered to be the final.
6. If any profile, question, answer, comment or any shared view is reported abuse by any registered user of Q Breaker™, then our authorities have the right to take necessary actions. When found objectionable by Q Breaker™, we have the authority to remove the reported content (refers to comment, question, answer or any other sort of post) or profile. We might send a warning notice via mail or other means of communication to the concerned user. If we find that our requested action has been ignored by the user, we reserve the right to block the profile of that person making him/her unable to access the concerned Q Breaker™ services.

7. You must not use Q Breaker™ to carry out any unlawful, illegal or fraudulent activity that may result in its defamation or damage.
8. You must not use Q Breaker™ to store, host, send or distribute any software file or application that contains Trojan horses, viruses, worms, spyware or any such malicious material.
9. You must not use Q Breaker™ for marketing purpose of your own brand, website, blog or community until and unless you have got written permission from Q Breaker™'s owners to do so.
10. While using Q Breaker™, you might not be able to access some services or areas because of restricted access. In that case, you must not try unfair means to access those areas. If you do have login credentials to access any restricted area, you must keep it confidential.
11. We are not obligatory to enforce any updates with respect to any information on this website or revise any errors in this website which in return may become apparent at a later time.
12. We store the right, under complete discretion, to amend, erase or relocate all or some data or other materials from this website (counting the sections and clauses of this present document of Terms and Conditions) at any point of time without notice.

## Copyrights and Trademarks

You acknowledge that all features and services associated with Q Breaker™ along with any underlying technology, texts, graphics, audios, videos and any other data (collectively coined as 'content') are copyrighted works of Q Breaker™. Also, the names, logos and any other service mark (collectively coined as "trademark") displayed on Q Breaker™'s official website are our registered trademark. Therefore, you are forbidden to distribute, publish, reproduce, copy or carry out any such act that commercially or non-commercially intends to exploit any part of our website. Unless otherwise stated, we or our licensors own the intellectual property rights of the website and also all the material on the website. All these intellectual property rights are exclusive and reserved by Q Breaker™.

Nothing written and displayed on the website should be seen as a means to use any trademark content without the written consent of Q Breaker™'s owners. Also, the written content displayed on this website also comes under Q Breaker™'s ownership and hence, it should not be reproduced, republished or distributed in whole or in parts without the written permission of its author.

## User Submissions

As a registered user of Q Breaker™, you may submit text, images, graphics, audio-visuals, videos and links, such contents posted by a user are collectively referred to as "User Submissions". In connection with User Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have expressed permission from their rightful owners to post the material and to grant Q Breaker™ all of the licensed rights granted herein.

As part of Q Breaker™ copyright policy, Q Breaker™ will terminate a user's access to the website if a user has been determined to be an infringer. Also, if any third party sends us a copyright notice claiming your submitted material as his/her copyright, you shall be the only one who will be liable for further action. Q Breaker™ will not be responsible for such copyright infringement on your part. You agree to indemnify Q Breaker™ from any case, suit, litigation or any other legal actions against Q Breaker™. Q Breaker™ shall have the right to recover damages and legal costs for such actions on account of your breach.

If you believe that your work has been copied and posted on the website in a way that constitutes copyright infringement, please provide our copyright agent with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on website;
- your address, telephone number and email address;
- A written statement by you that you have, in good faith, belief that the disputed use is not authorized by the copyright owner, his/her agent, or the law;
- A statement by you made under penalty for perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

#### ⇒ **Viruses**

Q Breaker™ does not warrant that using this website or any other third-party website linked with it will be free from computer virus, malicious spyware or any other defect which is beyond its control. If your college's data faces any threat from any malware, virus or Trojans, then we cannot be held accountable for the same. Q Breaker™ will not bear any liability for any data or software corruption because of computer viruses.

#### ⇒ **Hacking**

Q Breaker™, by any means, does not intend to support or promote unethical or ethical hacking and software piracy. Any damage or loss occurring to college's data or infrastructure caused due to hacking is completely out of Q Breaker™'s jurisdiction. We cannot be held responsible for loss or corruption of data that occurs due to hacking.

#### ⇒ **Slate**

Slate is an exclusive means to exchange course materials and other educational content among teachers and students. Any file or document uploaded or downloaded under any sub-module of Slate is the sole responsibility of its users. Also, Q Breaker™ is not responsible for loss or deletion of any document or file from any Slate module. Users must save their needed files properly.

#### ⇒ **Slate Features for Administrative Tasks**

Apart from uploading notes, assignments, research papers and previous years' question papers, Q Breaker™'s Slate has features that help faculties to maintain and manage most of their administrative tasks online which include class schedules, class attendance, exam schedules, exam reports and syllabus. However, any changes made in any of these tasks must be taken care of by college authorities and faculties.

In case of changes, college authorities and faculties must address those to the students.

Q Breaker™ will not be responsible for any problem arising due to changes made in any of the above mentioned tasks or documents uploaded in any of the features. Further, students should consult respective faculties and departments if they have any query regarding any change in their class schedules, class attendance, exam schedules, exam reports or syllabus.

#### ⇒ **Entrance & Competitive Exams**

Information regarding entrance tests and competitive exams are supposed to be provided by the college teachers and they are solely responsible for the authenticity of the information provided in the section. Q Breaker™ cannot be held responsible for any change of information occurring in any entrance test or competitive exam. Students or concerned persons who have queries regarding information about any uploaded entrance test or competitive exam should consult the person responsible for uploading that particular entrance test or competitive exam.

#### ⇒ **Q & A**

Q & A is meant to be used as a query-solving platform. Q Breaker™ is not responsible for any dispute that arises due to any objectionable question or answer. Q Breaker™ does not support or promote use of language that might cause conflicting situations. In case any asked question or given answer is reported abuse by any of its registered user, Q Breaker™ reserves the right to take definite action. The result of voting for selecting the best answer depends on the maximum number of positive votes procured by a particular answer.

#### ⇒ **Group Discussion**

Group discussion is another exclusive Q Breaker™ feature that gives opportunity to users to share their views and opinions on various topics. Although, topics are posted by our authorities, we are by no means to be held responsible for any view or opinion that is shared on the same. Q Breaker™ does not take responsibility for any conflicting situations. In case of any dispute, action taken by Q Breaker™ stands as the final decision. The result of voting for selecting the best response and declaring the winner depends on the maximum number of positive votes procured by a particular response. The criteria for adjudging the best opinion ultimately is decided by the Q Breaker™.

### ⇒ **News & Magazines**

Information published under this Q Breaker™ section is obtained from external resources. Q Breaker™ is not liable for originality, legality or accuracy of any published news or article. It is under the absolute discretion of the users to use this information for any personal purpose. Q Breaker™ acts as a medium of connecting users with popular newspapers and magazines. Our intention is to help our users stay updated with current affairs of the country and around the world. Before using any article or news for personal use, Q Breaker™ strictly advises its users to verify the published information from one or more trusted sources.

### ⇒ **Contact Directory**

Registered users of Q Breaker™ can control the amount of information displayed in their profile by using Privacy Settings. Therefore, users are accountable for maintaining privacy and display of information under Contact Directory. Under any circumstance, Q Breaker™ is not responsible for any information leak or misuse of information.

### ⇒ **Messages**

Messages is Q Breaker™'s personal email service. Through this feature, Q Breaker™ users can send documents or files to their selected groups and individuals within their college. However, a sender will be solely responsible for the content and attachments sent via mail or message. Q Breaker™ is not responsible for any attached content or document sent to a Q Breaker™ member from another Q Breaker™ member.

### ⇒ **Social Network**

Social Network is Q Breaker™'s personal networking platform where all its registered users, regardless to which registered college they belong to, can communicate with each other. Here, users can connect to others, exchange texts, photographs, contact numbers, email addresses and any other personal information. However, information here should be shared at a user's own risk. Q Breaker™ is not accountable for any connection, leak or misuse of information through this platform.

### ⇒ **Jobs & Placements**

Information updated and published under this Q Breaker™ section is solely managed and supervised by college authorities. Q Breaker™ is not responsible for authenticity of the information provided in this section. In case of queries regarding any job offer uploaded in Jobs & Placements, students or concerned persons should contact college authorities for needful action.

### ⇒ **Transport**

All transport facilities, which include college transport, government transport or any other transport in Transport section, should be uploaded at college's own discretion. Information uploaded in Transport section falls under the jurisdiction of college authorities. Q Breaker™ is not accountable for any information uploaded in this section. Users should contact respective college authorities to solve any query regarding any uploaded transport facility.

### ⇒ **Tour & Travel**

Tour & Travel is aimed to help users of Q Breaker™ to find budgeted travels. But, Q Breaker™ only acts as a link between users and service providers of Tour & Travel. If users choose to use this service, then any personal and non-personal information shared with third party providers are at users' own risk. Q Breaker™ has no control over the content and availability of services of the service providers. Inclusion of any service provider in Tour & Travel does not imply its recommendation or endorsement of its services from Q Breaker™'s side.

Q Breaker™ is not to be held responsible for any loss, damage, injury or any lack of service that is caused to users because of any contract made between the user and any service provider of Tour & Travel or because of the use of Tour & Travel. Q Breaker™ strictly advises its users to read Terms and Conditions of third party service providers before using its services or entering into any contract.

### ⇒ **Swapping & Sharing**

Q Breaker™'s Swapping & Sharing can be used by its registered users to swap, trade and share their physical belongings as well as their ideas and skills. However, anything that is posted either on 'Swapping' or on 'Sharing' does not comply with any interest of Q Breaker™. Users should swap, trade or share their belongings at their own risk. Q Breaker™, under any event or circumstances, will not be accountable for any litigation, fraud, defect or loss of product. However, wherever required, Q Breaker™ will take necessary steps to prevent the wrong actions like banning a repeated offender from the section based on the validity of the complaint lodged against someone.

### ⇒ **Use of any other Q Breaker™ Feature**

Q Breaker™ includes multitude of features and using these features involves rigorous exchange of data in the form of documents, images, personal and non-personal information. Q Breaker™ is not responsible for any misuse of documents or personal information in any way. Users should carefully upload and share documents and information. Q Breaker™ is not liable for any misplacement and misuse of documents and information caused due to users' indiscretion.

### ⇒ **Limitations of Liability**

With the maximum degree as permitted by the law, Q Breaker™ is not liable for any inconsequential or consequential loss or damage which includes:

- Any direct or indirect personal injury or death resulting out of negligence
- Any loss or damage of data caused due to fraud, forgery or any corrupt act
- Any loss or damage to businesses which include profits, revenues, savings, contracts or incomes
- Any loss or corruption of any software or data
- Any loss or damage that occurs due to events which is beyond Q Breaker™'s reasonable control
- Any omission, fault or error in this website or any linked reference
- Any pause or problem caused in operation of Q Breaker™ or any linked reference due to any technical and non-technical fault which is beyond our control

If any other law restricts exclusion of liability, Q Breaker™ can limit its extent of liability to the extent of re-supplying the information through the website in use. Clauses under Limitations of Liability holds true for all entities of Q Breaker™ and hence, by agreeing to our Limitations of Liability, you acknowledge that you cannot claim personally against any of our authority or employee under this disclaimer. Also, please note that all clauses defined above are applicable to any registered and non-registered college, university, institution and all registered and non-registered users of Q Breaker™.

Also, Q Breaker™ does not assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, data or process disclosed on this website or other materials accessible from this website. You, the user of this website, assumes all responsibility and risk for the use of this website and the internet generally. The foregoing limitations shall apply to the fullest extent permitted under applicable law.

### ⇒ **Termination of Services**

If, by any chance, it is found that any registered college or user has significantly breached any given clause defined and displayed on the website, Q Breaker™ reserves the right to immediately suspend or terminate its services. You acknowledge that upon termination of services due to any reason, we may delete all data and information related to any registered entity, college or user. We may also ban access of Q Breaker™ for that particular college or user. However, Terms and Conditions of using Q Breaker™ shall survive termination of services including, without limitation, Copyrights and Trademarks, Disclaimer and Limitations of Liability.

### ⇒ **Changes in Terms and Conditions**

All clauses defined under section Terms and Conditions along with Copyrights and Trademarks are applicable to all the current services offered by Q Breaker™. Clauses defined under above mentioned sections are subject to change and Q Breaker™ can revise and modify them along with the addition of more services without any prior notice to the users. However, in case of changes made in the sections, all registered colleges and users will be notified about the same through emails and notifications. To ensure better use of our services, we would request our users to revisit time and again and stay informed about reformations.