

Terms of Service

By using the aimsinteractive.in website ("Service"), services of AIMS Interactive ("AIMS Interactive"), you are agreeing to be bound by the following terms and conditions ("Terms of Service").

AIMS Interactive reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at http://register.aimsinteractive.in/docs/AIMS-TermsofService.pdf.

Violation of any of the terms below will result in the termination of your account. While AIMS Interactive prohibits such conduct and Content on the Service, you understand and agree that AIMS Interactive cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

Standard Account Terms

- 1. You must provide all the mandatory details requested in order to complete the signup process.
- 2. A registration is valid for one institute only. No two institutes can share the same registration.
- 3. You are responsible for maintaining the security of your account and password. AIMS Interactive cannot and will not be liable for any loss of information or security breaches that result from your failure to comply with this security obligation.
- 4. You are hereby considered fully responsible for all content posted and any and all activity that occurs under your account, even when certain content is posted by others who have accounts under your account.
- 5. You may not use the Service for any illegal activities.
- 6. You must not, throughout your use of the Service, violate any applicable laws in your jurisdiction, and this is including but not limited to copyright laws.

Payment, Taxes, Refunds, Upgrading and Downgrading Terms

- 1. The Service bills in advance on a yearly basis and is non-refundable. There will be no refunds or credits for partial months of service or upgrade/downgrade refunds.
- 2. We consider the payment process to be complete only on receipt of the amount in the designated bank account.

- 3. Services will be delivered immediately upon successful payment of fees.
- 4. In case of cheque payment, the billing will be activated once the cheque is cleared.
- 5. In case of cheque bounce, INR 500 fine will be charged.
- 6. AIMS Interactive reserves the right to modify the fee structure by providing a 10 days prior notice, either by notice on the Website or through email to the Authorized User, which shall be considered as valid and agreed communication.

Cancellation and Termination

- 1. AIMS Interactive has the right to suspend or terminate your account and refuse any and all current or future use of the Service for any reason at any time.
- 2. AIMS Interactive reserves the right at any time, with or without notice, to modify or discontinue the Service, temporarily or permanently.

SMS rates and delivery Terms

- You, the User of AIMS Interactive, confirm that the mobile phone numbers to whom
 messages will be sent using AIMS Interactive are authentic & belong to people you
 have personal, professional or business relationships with. You further confirm that
 you have not included in the list any number of any person(s) who is not known to
 you.
- 2. You, the User of AIMS Interactive, confirm that you can provide, on request, an auditable acceptance or permission from all such people whom you intend to send messages to using this service, to receive messages from you via SMS.
- 3. You, the User of AIMS Interactive, agree to bear all responsibility for the messages and the content sent to your group by using this service. You agree to indemnify AIMS Interactive against all complaints and claims arising out of violation of the NCPR provisions due to your acts.
- 4. You, the User of AIMS Interactive, understand and agree that it is your responsibility to consume the service within validity period offered to you, else the service will lapse after the validity period.
- 5. You, the User of AIMS Interactive, understand and agree that delivery reports of messages sent through the service are dependent on data provided to AIMS Interactive by telecom operators, which in turn is shared by AIMS Interactive with you. If the telecom operator does not provide data on delivery reports to AIMS Interactive, AIMS Interactive will not be able to pass on the same to you.
- 6. You, the User of AIMS Interactive, agree to follow all laws of the land and respect and abide by all directives, guidelines and circulars issued by TRAI, as maybe applicable, from time to time.
- 7. You, the User of AIMS Interactive, understand and agree that telecom operators can increase the price of services at anytime, and such increase being beyond the control of AIMS Interactive, AIMS Interactive can pass on such increase to you, fully or partially, by way of levying additional charges and /or deduction of proportionate credits from your account with AIMS Interactive.
- 8. You, the User of AIMS Interactive, agree to follow all laws of the land and respect and abide by all directives, guidelines and circulars issued by TRAI, as maybe applicable, from time to time.

9. By making or issuing payment for the AIMS Interactive service, you agree to all the terms and conditions above.

General Conditions

- 1. Your use of the Service is at your own risk.
- 2. Technical support is only provided to premium account holders.
- 3. You acknowledge and understand that AIMS Interactive uses third party vendors to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
- Unless with explicit permission from AIMS Interactive, you agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service.
- 5. We may remove Content and Accounts containing Content that we determine in our sole discretion are violating the terms of service, including but not limited to content deemed unlawful, offensive, threatening, libelous, defamatory, pornographic, explicitly obscene, generally objectionable or violating any party's intellectual property.
- 6. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any AIMS Interactive employee, member, or officer will result in immediate account termination and potential criminal charges.
- 7. You must not transmit any worms, viruses or any other code of a destructive and furtive nature.
- 8. AIMS Interactive does not guarantee in any capacity that the service will meet your specific needs.
- AIMS Interactive does not guarantee that the service will be uninterrupted, secure or error-free, that the results that may be obtained from the use of the service will be definitively accurate or reliable at all times.
- 10. AIMS Interactive cannot guarantee that any errors in the Service will be corrected at any time.
- 11. You hereby and explicitly understand and agree that AIMS Interactive is not liable for any direct, indirect, incidental, special, consequential or exemplary damages, including (but not restricted to) damages for loss of profits, data or other intangibles, by means of the use or the inability to use the service, unauthorized access to your data, or any other matter relating directly to the Service.
- 12. The failure of AIMS Interactive to aggressively enforce any right or provision of the Terms of Service shall not be construed as a waiver of such right or provision. The Terms of Service outlines the entire agreement between you and AIMS Interactive and supersedes any prior agreements between you and AIMS Interactive including prior iterations of the Terms of Service.
- 13. Any questions about the Terms of Service should be sent to mailbox@aimsinteractive.in.

Privacy Policy

We collect the email addresses of those who communicate with us via email, aggregate information on what pages consumers access or visit, and information volunteered by the consumer (such as survey information and/or site registrations). The information we collect is used to improve the content on the AIMS Interactive website and the quality of our service, and is **not shared with or sold to other organizations for commercial purposes**, except to provide products or services you've requested, when we have your permission, or under the following circumstances:

We may transfer information about you if AIMS Interactive is acquired by or merged with another company. In this event, AIMS Interactive will notify you before information about you is transferred and becomes subject to a different privacy policy.

Information Gathering and Usage

AIMS Interactive uses collected information for the following general purposes: products and services provision, billing, identification and authentication, services improvement, contact and research.

Data Storage

AIMS Interactive uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run AIMS Interactive. Although AIMS Interactive owns the code, databases, and all rights to the AIMS Interactive application, you retain all rights to your data.

Disclosure

AIMS Interactive may disclose personally identifiable information under special circumstances, such as to comply with subpoenas or when your actions violate the Terms of Service

Changes

AIMS Interactive may periodically update this policy. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your AIMS Interactive primary account holder account or by placing a prominent notice on our site.