

# Terms of Service

## INFORMATION ABOUT USE

Welcome to Minutemen Innovations Private Limited ("AssessCore" or "We" or "Us"), a company incorporated under the Companies Act, 2013, operating from its web site being <https://www.assesscore.in/> and its related application programming interfaces (API's), mobile applications and online services (collectively, "Website").

This Terms of Service is a legal contract between you ("You") and AssessCore regarding your use of the Website. For ease of reference, the visitors and users of the Website are referred to individually as "User" and collectively as "Users".

PLEASE READ THIS TERMS OF SERVICE CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, OR USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS TERMS OF SERVICE, INCLUDING THE ASSESSCORE PRIVACY NOTICE (<https://www.assesscore.in/privacy-policy>) , THIRD PARTY CONTENT POLICY (include appropriate URL as and when it is made live) AND ANY ADDITIONAL GUIDELINES (AS DEFINED BELOW) (COLLECTIVELY, THE "TERMS" or "TERMS OF SERVICE").

## 1. ELIGIBILITY

You may use our services only if you form a binding contract with AssessCore, and only in compliance with these Terms and the applicable laws.

## 2. COMPLIANCE WITH APPLICABLE LAWS

As a condition of Your access to and use of the Website, You agree that You will not use our services for any purpose that is unlawful or prohibited by these Terms and that you will comply with all applicable laws and any conditions or restrictions imposed by these Terms.

## 3. ACCOUNT

When You create your account with AssessCore in order to use certain features of the Website and/or other platforms whereby our services are provided, You may be asked to provide a password in connection with your account. This creation of an account entitles You to be Registered User with AssessCore. You acknowledge and agree that:

- 3.1** You are solely responsible for maintaining the confidentiality of your account and password, and for all the activities that occur in relation to your account or password;
- 3.2** The information provided by You to AssessCore is true, accurate, current, complete and will be updated by You as and when required;
- 3.3** You may immediately notify AssessCore in an event of unauthorized use of your account;

**3.4** AssessCore will not be held liable for any loss or damage whatsoever resulting from the disclosure of your password contrary to these Terms;

## **4. SERVICES**

You are entitled to use our services subject to the conditions as set out herein. AssessCore is in the process of and retains the right to constantly change and improve its Services, including adding or removing functions, features, or requirements, suspension or stopping a Service altogether. The term “Services” shall mean and include:

**4.1** Any Service provided to the User for individual use, including and not limited to AssessCore Test Series or any other service which may be offered by AssessCore to its users in the future;

**4.2** Any Service provided to teachers or any other institute by the use of, including but not limited to, AssessCore’s Enterprise Solution (at <https://www.assesscore.in/institute>). Please note that the services rendered AssessCore to teachers, institutes etc. shall be subject to the specific rules, guidelines, contracts, license agreement, user agreement or other terms and conditions which govern the said use of such services. The present terms shall not govern the use of these services, as stated in Section 13 herein below.

**4.3** Any buyer to buyer service rendered by the use of AssessCore’s API. Please note that these services shall be subject to the specific rules, guidelines, contracts, license agreement, user agreement or other terms and conditions governing the said use of such services. The present terms shall not govern the use of these services, as stated in Section 13 herein below.

## **5. INTEGRATED SERVICE**

We permit you to access the website, or the mobile application platform or other platforms on the internet as the case may be directly through the Website, mobile application platform, other platforms on the internet or via associated user accounts such as but not limited to AssessCore’s Facebook Account (<https://www.facebook.com/AssessCore/>) (“Integrated Service”). By registering for the Website using (or otherwise granting access to) an Integrated Service, You agree that We may access your Integrated Service’s account information, and You agree to any and all terms and conditions of the Integrated Service regarding your access or use of the Website, or the mobile application platform or other platforms on the internet as the case may be via the Integrated Service. You agree that any Integrated Service is a Reference Site, i.e. an integrated service account and You are solely responsible for your interactions with the Integrated Service as a result of accessing or using the Website, or the mobile application platform or other platforms on the internet as the case may be through the Integrated Service. The Terms do not apply, replace or supersede the terms and conditions of use or the privacy policy of the Integrated Service. Disclaimer: Please be advised that any affiliated service account such as Facebook, Google, etc. shall be construed into the definition of “Integrated Service” even if the same has not been specifically mentioned herein.

## 6. LICENSE

Subject to these Terms, including our Privacy Policy, We grant You a limited, personal, non-exclusive, non-transferable, non-sub-licensable and revocable license, without any right to sub-license to use our services for your personal use during the tenure of your license with Us solely in accordance with these Terms and solely for purposes of using the services offered by AssessCore via the Website, or the mobile application platform or other platforms on the internet as the case may be to students .You are not permitted to download any copy of the content offered on AssessCore's website. You are permitted to access the content offline via Assesscore's mobile application only and You agree that such accessing of content made available by AssessCore offline does not amount to downloading such content in any manner whatsoever. You also hereby agree to create, access and/or use only one user account per user. You hereby agree not to share and/or transfer any information to any third party or allow any third party to access or use your account. AssessCore reserves it right to institute necessary action if You transfer or share any information with or to any third party. **DISCLAIMER: ACCESSING OR USING OUR WEBSITE DOES NOT GIVE YOU OWNERSHIP OF ANY INTELLECTUAL PROPERTY RIGHTS IN OUR WEBSITE OR THE CONTENT YOU ACCESS OR USE.**

## 7. PAYMENT

For access to and use of the Services, You agree to pay the amounts set forth in AssessCore's Fee Schedule, subject to but not limited to the course offered or the assignments provided by Us. You are responsible for any taxes, including value added tax or goods and services tax, resulting from your use of the Services.

## 8. MODIFICATION AND CHANGES TO OUR WEBSITE AND OTHER PLATFORMS

The content, availability and access and all other features, attributes or aspects of the Website, or the mobile application platform or other platforms on the internet as the case may be are subject to change, modification, additions or deletions at any time without notice to You in AssessCore's sole discretion. Your continued use of the Website, or the mobile application platform or other platforms on the internet as the case may be after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Terms, AssessCore will make reasonable effort to provide notice to You of such amended Terms, such as by an email notification to the address associated with your account or by posting a notice on the Website, mobile application platform etc.. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose.

## 9. PROPRIETARY INFORMATION

The Website is owned and operated by AssessCore.

**9.1** The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), software, services, content, educational videos and exercises, and all other elements of the Website are protected by the governing laws

and regulations in India, including but not limited to copyright, patent, and trademark laws, international conventions, and other applicable laws governing intellectual property and proprietary rights;

**9.2** You may, as a visitor to the Website, download a single copy of the material for your own non-commercial, private viewing purposes only;

**9.3** You may not in any manner whatsoever copy or distribute any proprietary information for any commercial or business use, save and except with our prior written consent;

**9.4** You must not modify, edit or change or otherwise make any derivative work of the paper or digital copies of any materials You have printed off or downloaded in any way, and You must not use any content, illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. You also must not use or modify or reproduce any of the content whether text or written material or artwork, images, videos in any manner whatsoever. In addition, You shall include a link to the Website, mobile application platform etc., or otherwise describe appropriate our services as emanating from us, when referring to the service offered by us and/or availed by you. You shall not display the contents of our site surrounded, interface or framed or otherwise surrounded by material not originating from AssessCore without AssessCore's consent;

**9.5** You may not distribute, modify, publish, re-use, reproduce, copy (except as set forth above), transmit, display, license, create derivative works from, transfer, sell or otherwise use any of the information, illustrations, photographs, video or audio sequences or any graphics in any manner whatsoever;

**9.6** Any use of the content or marks provided on our Website, mobile application etc. or any Integrated Service other than as specifically mentioned hereinabove, without our prior written permission, is strictly prohibited and will automatically terminate the license and right to use granted herein;

**9.7** Such unauthorized use may also violate the applicable laws including but not limited to trademark, copyright and design laws and the applicable regulations and statutes;

**9.8** Unless expressly mentioned, nothing in the Terms shall be construed as conferring any right or license to intellectual property rights, whether by estoppel, implication or otherwise. A limited license to use is granted herein and is revocable at any point of time by Us (with prior notice or immediately upon notice) and without any cause;

**9.9** You represent, warrant and indemnify that You have the necessary right, license, authorization or permission to post, upload or publish any video, image, text, software, information or any content on the Website through the Message Feature. The Message Feature, means and includes, a 'pop-up' featured on AssessCore's website to provide support to any user, whether a registered user or an unregistered user. You hereby agree that by posting, uploading or publishing the same on our Website, You have authorized Us to use the same without any restrictions;

**9.10** By posting any content via any Message Features or otherwise, You are granting to us a perpetual, assignable, transferable, royalty-free, fully paid-up, non-exclusive, worldwide and irrevocable right and license (with the right to sublicense through multiple tiers) to reproduce, reuse, prepare derivative works based upon, distribute, perform and display such content, in whole or in part, in any form, media or technology known or hereafter developed.

**9.11** You hereby agree that the ownership of any content posted by You and subsequently modified, adapted, improved, enriched by AssessCore would lie solely with AssessCore, insofar as the said modification, adaptation, improvement, enrichment, derivative work etc. is concerned. You grant AssessCore a royalty free, fully paid up, irrevocable, perpetual license to modify, update, re-use, publish the content posted by You.

## 10. PROHIBITED ACTIVITIES

It is your responsibility to ensure, and You will ensure, that You shall not conduct (the definition of which includes hosting, publication or initiation of transmission of information, selection of receiver of transmission of information, select or modify the information contained in such transmission) any of the below mentioned activities:

**10.1** Use the Website (including any content included in the Website, or the mobile application platform or other platforms on the internet as the case may be) for any commercial use or purpose unless expressly permitted by AssessCore writing, it being understood that the Website, mobile application etc. and related services are intended for personal, non-commercial use only;

**10.2** Post, upload, or distribute any laudatory or defamatory, disparaging, libelous, invasive of another person's or entity's privacy, or inaccurate User Content or other content. The term 'User Content' means and includes any content uploaded by a user not necessarily a registered user, i.e. a user who creates and account with AssessCore to avail our services.;

**10.3** Post, upload, or distribute any User Content or other content that is unlawful or that a reasonable person could deem to be related to money laundering, gambling, objectionable, offensive, indecent, pornographic, pedophilic, or harms minors in any way, blasphemous, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically objectionable, offensive, or otherwise inappropriate or unlawful in any manner;

**10.4** Assert, or authorize, assist, or encourage any third party to assert, against AssessCore or any of its affiliates or licensors any patent, copyright, or trademark infringement, or other intellectual property infringement or misappropriation claim regarding the Website, mobile application or any content, submitted, or otherwise made available on or through the Website;

**10.5** Post, upload or distribute any content which deceives or misleads AssessCore about the origin of such content or communicate any information which is offensive or menacing in nature;

**10.6** Post, upload or distribute any content which impersonates another person or entity;

**10.7** Post, upload or distribute any content which threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting to any other nation;

**10.8** Make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Website (including, but not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial

advertising, chain mail, informational announcements, charity requests, and petitions for signatures);

**10.9** Access or use the Website for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;

**10.10** Defame, harass, abuse, threaten or defraud Users of the Website, or collect, or attempt to collect, personal information about Users or third parties without their consent;

**10.11** Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

**10.12** Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Website other than the search engine and search agents available on the Website and other than generally available third-party web browsers.

**10.13** Modify, adapt, translate or create derivative works based upon the Website, mobile application etc. or any part thereof, unless it is performed with the express, prior written authorization of AssessCore] or to the extent the foregoing restriction is expressly prohibited by applicable law; or

**10.14** Interfere with or damage operation of the Website or any User's enjoyment of it, by any means, including without limitation by inappropriate use of the services which may include posting unnecessary, inappropriate or repetitive User Content, which in our discretion disrupts provision of services by us, participation in any denial-of-service type attacks or by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code intended to interrupt, destroy or limit the functionality of any computer resource.

**10.15** You acknowledge and agree that in the event we become aware or have reasons to believe that any User, whether registered on the Website or not, has breached any provisions contained under Clause 10.1 to 10.14 above, we shall have right in our sole discretion to delete, terminate or deactivate User's account, block the email or IP address of the relevant user or terminate user's access to the Website (or any part thereof) or remove and discard any User Content submitted by such user, immediately, without any liability and any fees paid by the User shall be forfeited by us without any further claims. Further, if you become aware that any User of the Website indulges in any of the activity specified under this Clause 10, you may report such activity to us at the contact details specified on the Website and we may at our sole discretion take appropriate action against the relevant User as we may deem fit.

**10.16** In the event, based upon a User's interaction with us on the Website and/or upon the User Content posted by the relevant User on the Website, we have reasons to believe that such User intends to harm himself or the User displays any suicidal behavior, we will not be liable for any harm inflicted by User on himself or any penal consequences faced by the User. Additionally, we may, without any obligation to do so, immediately: (a) inform the users family, including the parents or guardians, if the contact information is available with us; and/or (b) inform the relevant law enforcement agencies, at our discretion.

**10.17** This platform is made available by AssessCore solely for academic purposes. AssessCore strongly advises all users to use the platform solely for the purpose of resolving academic queries. AssessCore neither indulges in nor encourages any form of advertising or any form of monetary transactions on the platform. AssessCore does not endorse and does not take any responsibility for the contents including any advertisements or offers posted by third parties. AssessCore shall not be responsible for any losses incurred by the users for relying on third party content or for undertaking any form of monetary transaction, whether initiated on or conducted through the platform or otherwise.

## **11. THIRD PARTY INTELLECTUAL PROPERTY**

AssessCore respects the proprietary rights, including intellectual property rights of any third party. On receipt of any possible infringement of any intellectual property right of any third party by way of written communication (<https://AssessCore.in/takedown>), AssessCore shall remove the infringing content from the Website and terminate the account of the associated user, in accordance with applicable law. Reference to any services, goods, products or other information, by trade name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation or association therewith, by Us.

## **12. THIRD PARTY CONTENT**

Through the services on our website, the mobile application platform or other platforms on the internet as the case may be, you will have the ability to access and/or use content provided by third parties and links to websites and services maintained by third parties ("Third Party Content"). AssessCore does not endorse, sponsor, recommend, or otherwise accept responsibility for Third Party Content. In addition, Third Party Content is not under the control of AssessCore, and AssessCore is not responsible for the operation, content or privacy practices of Third Party Content. The regulation administration of third party content as displayed on AssessCore's website is specifically governed by a separate Third Party Content policy.

## **13. TERMS APPLICABLE TO SPECIFIC SERVICES**

Please note that AssessCore provides certain specific services or content provided through the Website, mobile application platform or other platforms as the case may be, including but not limited to the use of AssessCore's services (at <https://www.assesscore.in/institute> ). Such specific services or content may be subject to rules, guidelines, contracts, license agreements, use agreements, or other terms and conditions that apply to your access and/or use of that area of the Website, mobile application or other platform as the case may be, or content (including terms and conditions applicable to a corporation or other organization and its users). In the event that the terms and conditions which govern such specific services or content provided by AssessCore, are subject to any terms and conditions which are in addition to, or inconsistent with the Terms and Conditions stipulated herein, then the terms and conditions which govern the use of such specific services or content shall override the Terms and Conditions herein, insofar as such additions, inconsistency is concerned.

For the purposes of this clause, the term “Product” shall mean and include a white-labelled platform, powered by the AssessCore, for a third party such as a teacher or any institute, which assists such a third party to ingest its own questions and theory content from Microsoft Word, PageMaker and other format sheets to digital format, and tag it to different meta tags by AssessCore’s in house developed algorithms assisted by manual review. This shall also mean e-learning products developed by AssessCore which provide practice, testing & analysis modules to the students/users appearing for competitive entrance examinations and learning management system for Faculties as per norms and methodologies developed by AssessCore.

DISCLAIMER: ACCESSING OR USING OUR PRODUCT DOES NOT GIVE YOU OWNERSHIP OF ANY INTELLECTUAL PROPERTY RIGHTS VESTED THEREIN.

## 14. MOBILE TERMS OF USE

In order to access AssessCore via mobile or other devices including but not limited to tablets, standard network charges shall apply and User handset must be able to connect to the internet. You may incur additional data charges from the User’s network operator as per the terms and conditions of the contract stipulated therein.

## 15. REWARD

AssessCore may on its own discretion, introduce from time to time any reward or promotion scheme in conjunction with other entities for a certain number of the products. The terms and conditions for the rewards shall be disclosed at the time of launch.

## 16. TERMINATION

**16.1 Termination by AssessCore:** AssessCore, in its sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof). AssessCore may also in its sole discretion and at any time discontinue providing access to the Website, or any part thereof, upon notice and You agree that AssessCore will not be liable to You or any third party for any such termination or discontinuance. AssessCore reserves the right to report any actual or suspected fraudulent, abusive or illegal activity to law enforcement authorities.

**16.2 Termination by You:** You shall subject to any dissatisfaction with (i) the Website, mobile application (ii) any term of these Terms, (iii) any policy or practice of AssessCore in operating the Website, mobile application or (iv) any content or information transmitted through the Website, mobile application terminate the Terms and your account. Upon termination of the Terms by you, your account status will be reflected as “Inactive”. Such a termination is only reflected upon a formal intimation by the User to AssessCore.

## 17. INDEMNIFICATION

You agree to indemnify, defend, and make good AssessCore, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners



(collectively, "Indemnified Parties") from any claims, losses, damages, liabilities, and expenses (including legal fees and expenses), arising out of any use or misuse of the Website (including without limitation, any intellectual property infringement or misappropriation claims), any violation of the Terms, or any actual or alleged breach of the representations, warranties, and covenants made herein. You agree to indemnify the Indemnified Parties against any misrepresentation, act or omission made by You in terms of use of the Website; any non-compliance by You with these Terms. You agree to cooperate with Us against defense of these claims. AssessCore will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

## 18. DISCLAIMER

**[Without limiting our "Note to AssessCore" on p.1, all the disclaimers and liability limitations (Section 16 & 17) need to be considered carefully by Indian counsel, including with respect to enforceability. We have identified some questions with respect to the sections below but these are not exhaustive].**

**18.1 Disclaimer of Warranties:** the website, and all data, information, software, website materials, content, services, or applications made available in conjunction with or through the website, are provided on an "as is," "as available," and "with all faults" basis. to the fullest extent permissible pursuant to applicable law, AssessCore, and its affiliates and licensors, disclaim any and all warranties and conditions, whether statutory, express or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. no advice or information, whether oral or written, obtained by you from AssessCore or through the website will create any warranty not expressly stated herein.

**18.2 Disclaimer of Content:** AssessCore, and its suppliers, licensors, and affiliates, do not warrant that the website or any data, user content, functions, or any other information offered on or through the website will be uninterrupted, or free of errors, viruses or other harmful components, and do not warrant that any of the foregoing will be corrected.

**18.3 Disclaimer of Use:** AssessCore, and its suppliers, licensors, and affiliates, through this website or the mobile application platform or other platforms on the internet as the case may be, provide information for educational and informational purposes only and should not be construed as professional or legal advice from a qualified teacher or any qualified institution. AssessCore including its suppliers, licensors and affiliates make no warranty concerning any outcome and/or the results of the entrance exams or any other exam taken including but not limited to the mock tests, questions, products and any other information provided on the website, while every effort is made in preparation of educational material intended for its users, no responsibility is accepted by or on behalf of AssessCore, its suppliers, licensors and affiliates for any errors, omissions or statements on this pages or any website with which these pages connect with. recipients and users of content from this website should not act or refrain from acting on basis of any information included on this website.

**18.4 Disclaimer of Hosting, Publishing, Editing or Storing Information** AssessCore, and its suppliers, licensors, and affiliates, shall not be subject to any liability including but not limited to that defined in section 9 (prohibited activities) above, in the event of the following actions:

**(a)** Temporary or transient or intermediate storage of information automatically within the computer resource as an intrinsic feature of such computer resource, involving no exercise of any human editorial control, for onward transmission or communication to another computer resource;

**(b)** Removal of access to any information, data or communication link by an intermediary after such information, data or communication link comes to the actual knowledge of a person authorized by the intermediary pursuant to any order or direction as per the provisions of the Information Technology Act, 2000

## 19. LIMITATION OF LIABILITY

**19.1** UNDER NO CIRCUMSTANCES AND IN NO EVENT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL ASSESSCORE OR ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF (OR INABILITY TO USE) THE WEBSITE, OR THE MOBILE APPLICATION PLATFORM OR OTHER PLATFORMS ON THE INTERNET AS THE CASE MAY BE OR ANY INTEGRATED SERVICE, OR THE MESSAGE FEATURES OR ANY OTHER INTERACTIONS WITH ASSESSCORE, EVEN IF ASSESSCORE OR A ASSESSCORE AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**19.2** THIS SECTION DOES NOT IN ANY MANNER LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE; UNDER THE CONSUMER PROTECTION ACT 1986; FOR FRAUD OR FRAUDULENT MISREPRESENTATION; OR FOR ANY MATTER FOR WHICH IT WOULD BE ILLEGAL FOR US TO EXCLUDE, OR ATTEMPT TO EXCLUDE, OUR LIABILITY.

**NOTE:** If you are under the age of 18, it is mandatory that your parent or guardian has read and accepted the terms and conditions mentioned hereinabove on your behalf and by your use of the site it is deemed that You have obtained parental consent for the same. If your parent or guardian has not read and agreed to the terms and conditions, you will not have permission to use our site. AssessCore has the right to contact the parents of any user as and when required for forwarding any educational effort.

## 20. MISCELLANEOUS

**20.1 No Waiver:** The failure of AssessCore to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. Any waiver of any provision of the Terms will be effective only if in writing and signed by Us.

**20.2 No Partnership:** You agree that no joint venture, partnership, employment, or agency relationship exists between You or other parties and AssessCore as a result of these Terms or your access to or use of the Website.

**20.3 Governing Law:** The Terms will be governed by and construed in accordance with the laws in force in India.

**20.4 Jurisdiction:** You agree, in the event of any dispute arising in relation to these terms and conditions or any dispute arising in relation to the Website whether in contract or tort or otherwise, to submit to the jurisdiction of the courts in India for the resolution of all such disputes.

**20.5 Severability:** If any provision of the Terms is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

**20.6 Entire Agreement:** The Terms constitute the entire agreement between You and AssessCore relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to the Terms as discussed hereinabove.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS AND THE TERMS AND CONDITIONS OF THE USE POLICY, YOU MAY CHOOSE NOT TO BECOME A USER OF THE SERVICES.