

Without prejudice to any provisions in the terms and conditions herein, any dispute or difference arising out of or touching this agreement shall be settled amicably in the First instance. Unresolved disputes or differences shall be referred to a Sole Arbitrator to be appointed/nominated by ¶ . The arbitration shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and any modifications thereon and rules made thereunder and the law governing the same shall be Indian Laws. The Seat of arbitration shall be at New Delhi or at the sole discretion of the ¶ .

Force Majeure

BIMT shall have no liability to you for any interruption or delay in access to the Site and service irrespective of the nature of the cause.

Waiver and Severability

The failure of BIMT to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

Indemnity

You shall indemnify and hold harmless BIMT and its respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of these terms and conditions.

Acceptance of Privacy Policy

By using BIMT's sites and services, you signify your acceptance of this Privacy Statement. If you do not agree or are not comfortable with any policy described in this Privacy statement, your only remedy is to discontinue use of BIMT sites. We reserve the right, to modify this Privacy Statement at any time.

Entire Agreement

These Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Disclaimer

1. Website www.bimt.edu.in is maintained by BIMT to enhance public access to general information regarding the BIMT and its services. Though every effort is made by BIMT to review the contents of the website periodically, visitors are advised not to assume that information maintained and referenced on and/or through the website(s) of or

otherwise operated by the BIMT is complete or up-to-date. Visitors should confirm the accuracy, completeness and currency of information and/or availability of service/offer with the respective authorized officials concerned, particularly before taking any step based upon such information at that particular point of time.

2. Though due care is taken to keep accurate and updated information, the BIMT, makes no, and hereby disclaims any, warranty of any kind, express or implied, including but not limited to the implied warranties of title, non-infringement, merchantability and fitness for a particular use or purpose. Further, the BIMT disclaims any warranty that its website will be available at all times or will operate without interruption or error. BIMT makes no warranty as to the reliability, authenticity, accuracy, timeliness, usefulness, adequacy, completeness or availability or suitability with respect to the website or the information, products, services, or any sort of contents or graphics contained on the websites for any purpose. Any reliance you place on such information/service/products/contents/graphics and/or the websites is therefore purely and strictly at your own risk and consequences.
3. BIMT, its management, officers, employees, information providers and other persons or entities associated with the BIMT shall neither be liable for any inconvenience or damages or losses (including without limitation any direct, indirect, incidental, special, compensatory, punitive or consequential damages) nor shall be responsible for any copyright infringement or any other claims or compensations whatsoever under any circumstances:-
 - whether arising out of or in connection with the use of or inability to use the information available on or services provided through its website.
 - whether for any links to or from other sites or otherwise sought or returned from Web search engines or other resources. These links are provided for the convenience of visitors only. BIMT does not control these other sites and assumes no liability or responsibility for them, including any information or goods or services provided by such sites or other resources. Any link to or from another site or resource should not be construed as an endorsement or recommendation of the views or contents of that site(s) by the BIMT unless the BIMT expressly states so.
 - even if the BIMT advised or informed of the possibility of such damages or losses.
 - the asserted liability or damages are based in contract (including, but not limited to, breach of warranty), tort (including, but not limited to, negligence) or any other legal or equitable grounds.

4. Visitors of our website hereby agree to indemnify and hold the BIMT, its management, officers, employees, information providers and other persons or entities associated with the BIMT harmless for any claims, losses or damages resulting from the breach of these terms or relying upon or use of its web site as well as any links to or from other sites or to other resources.
5. BIMT reserves the right to make changes, extend or partly/completely delete any material/content on the website(s) and all other information including the offers, if any, without notice. No responsibility will be accepted by the BIMT for damage or loss or any kind of hardships or expense encountered by its students or any other person or entities for such changes, additions, deletions, omissions or errors, no matter how they are caused.
6. Every effort is made to keep the website up and running smoothly. However, the BIMT takes no responsibility for and will not be liable for the website being temporarily unavailable due to technical issues beyond its control.
7. BIMT may share information about the visitors and/or users of its website(s) to communicate with the concerned visitors and/or users or otherwise as necessary.
8. Use of any information at the website is at one's own risk. While every effort is made to secure our network communications, however, BIMT may not always be able to ensure the privacy of online communications and other information of the visitors, unless otherwise specifically provided for. Moreover, any information that one provides using this web site may become part of a public record subject to disclosure under the relevant regulations.
9. Use of the BIMT's website reflects one's agreement to these terms, and any modifications of these terms made by the BIMT.