

Terms of Use: Alumni Management System

By using this site, you agree to NID's terms of use. Commercial use of this site is prohibited.

User Agreement

June 11, 2010

NOTE: YOU ARE CONCLUDING A LEGALLY BINDING AGREEMENT.

1. INTRODUCTION.

A. Purpose.

The aim of NID' Alumni system is to connect NIDians and to enable them to be more productive and successful. To achieve, we make services available through our website, to help you, your batch mates, classmates meet, exchange ideas, learn, find opportunities or employees, work.

In NID from November 2010 to November 2011 we are celebrating NID's 50 years celebration, you the graduates of NID are integral part of the institution; we want you to be a part of the same.

This is a initiative for the same, kindly fill in the details of yours and help us to make this effort successful.

B. Intent / Scope

You agree that by registering on NID Alumni System , or by using the website, or other information provided as part of the NID Alumni System or services, you are entering into a legally binding agreement with National Institute of Design, Paldi, Ahmedabad, Gujarat, India if you reside in the India or if you reside anywhere else in the world ("we," "us," "our," and "NID") based on the terms of this NID User Agreement and the NID, which is hereby incorporated by reference (collectively referred to as the "Agreement") and become a NID user ("User").

If you do not want to become a User, do not conclude the Agreement, do NOT click "Join NID Alumni" and do not access, view, download or otherwise use any NID Alumni webpage, information or services. By becoming a User you acknowledge that you have read and understood the terms and conditions of this Agreement and that you agree to be bound by all of its provisions. Please note that the NID Alumni User Agreement is also collectively referred to as NID's "Terms of Service."

2. OBLIGATIONS.

A. About laws and Agreement

You must comply with all applicable laws, the Agreement, as may be amended from time to time with or without advance notice, and the policies and processes explained in the following sections:

1. DOs and DON'Ts;
2. Complaints Regarding Content Posted on the NID Alumni Website; and
3. NID's Privacy Policy.

B. License / warranty for your submissions to NID Alumni System.

You own the information you provide NID Alumni System under this Agreement, and may request its deletion at any time, unless you have shared information or content with others and they have not deleted it, or it was copied or stored by other users. Additionally, you grant NID a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, right to us to copy, improve, distribute, publish, remove, retain, add, process, analyze, use and commercialize, in any way now known or in the future discovered, any information you provide, directly or indirectly to NID.

Service Eligibility.

To be eligible to use the Service, you must meet the following criteria and represent and warrant that you:

- (1) You have passes out from NID in AEP, GDPD or PGDPD program
- (2) are not currently restricted from the Services, or not otherwise prohibited from having a NID account
- (3) are not a competitor of NID or are not using the Services for reasons that are in competition with NID;
- (4) will only maintain one NID Alumni account at any given time;
- (5) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party;
- (6) will not violate any rights of NID, including intellectual property rights such as copyright or trademark rights; and
- (7) agree to provide at your cost all equipment, software, and internet access necessary to use the Services.

C. Sign-In Credentials.

You agree to: (1) Keep your password secure and confidential; (2) not permit others to use your account; (3) refrain from using other Users' accounts; (4) refrain from selling, trading, or otherwise transferring your NID account to another party; and (5) refrain from charging anyone for access to any portion of NID, or any information therein. Further, you are responsible for anything that happens through your account until you close down your account or prove that your account security was compromised due to no fault of your own. To close your account, please visit web master or network administrator of NID.

D. Indemnification.

You indemnify us and hold us harmless for all damages, losses and costs (including, but not limited to, reasonable attorneys' fees and costs) related to all third party claims, charges, and investigations, caused by (1) your failure to comply with this Agreement, including, without limitation, your submission of content that violates third party rights or applicable laws, (2) any content you submit to the Services, and (3) any activity in which you engage on or through NID.

E. Notifications and Service Messages.

For purposes of service messages and notices about the Services to you, notice shall consist of an email from NID to an email address associated with your account, even if we have other contact information. You also agree that NID may communicate with you through your NID account or through other means including email, mobile number, telephone, or delivery services about your NID account or services associated with NID. You acknowledge and agree that we shall have no liability associated with or arising from your failure to do so maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Service.

F. User-to-User Communication and Sharing (NID Groups, Answers, Updates, etc.).

NID also enables sharing of information by allowing alumni to post updates, including links to news articles and other information to their profile. Ideas you post and information you share may be seen and used by other alumni, and NID cannot guarantee that other alumni / Users will not use the ideas and information that you share on NID alumni system. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not post it to any NID alumni group or elsewhere on NID alumni system. NID IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST IN ANY NID COMMUNITY FORUMS.

G. Privacy.

You should carefully read this agreement before deciding to become a User as it governs our treatment of any information, including personally identifiable information you submit to us. Please note that certain information, statements, data and content (such as photographs) which you may submit to NDI alumni system, or groups you choose to join might, or are likely to, reveal your gender, ethnic origin, nationality, age, religion and/or sexual orientation, and/or other personal information about you. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part.

3. YOUR RIGHTS.

On the condition that you comply with all your obligations under this Agreement, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicenseable right to access, through a generally available web browser or application (but not through scraping, spidering, crawling or other technology or software used to access data without the express written consent of NID), view information and use the Services that we provide on NID alumni web pages and in accordance with this Agreement. Any other use of NID alumni system contrary to our mission and purpose is strictly prohibited and a violation of this Agreement. We reserve all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in NID and all related items.

4. OUR RIGHTS AND OBLIGATIONS.

A. Services Availability.

For as long as NID alumni system continues to offer the Services, NID shall provide and seek to update, improve and expand the Services. As a result, we allow you to access NID alumni system as it may exist and be available on any given day and have no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend or discontinue NID alumni system, partially or entirely, or change and modify prices for all or part of the Services in our sole discretion. All of these changes shall be effective upon their posting on our site or by direct communication to you unless otherwise noted. NID further reserves the right to withhold, remove and or discard any content available as part of your account, with or without notice if deemed by NID to be contrary to this Agreement. For avoidance of doubt, NID has no obligation to store, maintain or provide you a copy of any content that you or other Users provide when using the Services.

B. Disclosure of User Information.

You acknowledge, consent and agree that we may access, preserve, and disclose your registration and any other information you provide if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in our opinion to: (1) comply with legal process, including but not limited to civil and criminal subpoenas, court orders or other compulsory disclosures; (2) enforce this Agreement; (3) respond to claims of a violation of the rights of third parties, whether or not the third party is a User, individual, or government agency; (4) respond to customer service inquiries; or (5) protect the rights, property, or personal safety of NID, our Users or the alumni.

DO NOT RELY ON NID, ANY INFORMATION THEREIN, OR IT'S CONTINUATION. WE PROVIDE THE PLATFORM FOR NID ALUMNI AND ALL INFORMATION AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT

LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. IF YOU ARE DISSATISFIED OR HARMED BY NID OR ANYTHING RELATED TO NID, YOU MAY CLOSE YOUR NID ACCOUNT AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 7 (“TERMINATION”) AND SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY.

NID IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES FOR THE DELIVERY OF ANY MESSAGES (SUCH AS INMAILS, POSTING OF ANSWERS OR TRANSMISSION OF ANY OTHER USER GENERATED CONTENT) SENT THROUGH NID TO ANYONE. IN ADDITION, WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF THE SERVICE WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES. ANY MATERIAL, SERVICE, OR TECHNOLOGY DESCRIBED OR USED ON THE WEBSITE MAY BE SUBJECT TO INTELLECTUAL PROPERTY RIGHTS OWNED BY THIRD PARTIES WHO HAVE LICENSED SUCH MATERIAL TO US, SERVICE, OR TECHNOLOGY.

NID DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS SUBSCRIBING TO ITS SERVICES, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF ITS SERVICES BY OTHER USERS OF THE COMMUNITY; THEREFORE, NID DISCLAIMS ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION.

NID DOES NOT GUARANTEE THAT THE SERVICES IT PROVIDES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. NID DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, NID DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE NID SITE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON.

5. TERMINATION.

A. Mutual rights of termination.

You may terminate this Agreement, for any or no reason, at any time, with notice to NID. This notice will be effective upon NID processing your notice. NID may terminate the Agreement for any reason or no reason, at any time, with or without notice. This cancellation shall be effective immediately or as may be specified in the notice. For avoidance of doubt, only NID or the alumni may terminate your access to any Premium Services. Termination of your NID alumni system account includes disabling your access to the system and may also bar you from any future use of the system.

B. Misuse of the Services.

NID may restrict, suspend or terminate the account of any User who abuses or misuses the Services. Misuse of the Services includes inviting other Users with whom you do not know to connect; abusing the NID alumni system ; creating multiple or false profiles; using the Services commercially, infringing any intellectual property rights, or any other behavior that NID, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, NID has adopted a policy of terminating accounts of Users who, in NID's sole discretion, are deemed to be repeat infringers under the Copyright Act of India.

C. Effect of Termination.

Upon the termination of your NDI alumni account, you lose access to the Services. In addition, NID may block access to the Services from an IP address or range of IP addresses associated with those of terminated Users.

6. GENERAL TERMS.

Entire Agreement.

You agree that this Agreement constitutes the entire, complete and exclusive agreement between you and us regarding the Services and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other NID services.

Amendments to this Agreement.

We reserve the right to modify, supplement or replace the terms of the Agreement, effective upon posting at www..nid.edu or notifying you otherwise. If you do not want to agree to changes to the Agreement, you can terminate the Agreement at any time.

No informal waivers, agreements or representations.

Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by the Agreement, no representations, statements, consents, waivers or other acts or omissions by any NID Affiliate shall be deemed legally binding on any NID alumni , unless documented in a physical writing hand signed by a duly appointed officer of NID.

Assignment and Delegation.

You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, NID for any third party that assumes our rights and obligations under this Agreement.

7. NID alumni system USER “DOS” and “DON’TS.”

As a condition to access NID alumni system, you agree to this User Agreement and to strictly observe the following DOs and DON’Ts:

Do undertake the following:

1. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, and regulatory requirements;
2. Provide accurate information to us and update it as necessary;
3. Review and comply with notices sent by NID concerning the Services;
4. Use the Services in a professional manner.

Don’t undertake the following:

1. Act dishonestly or unprofessionally by engaging in unprofessional behavior by posting inappropriate, inaccurate, or objectionable content to NID alumni system;
2. Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on this platform (excluding content posted by you) except as permitted in this Agreement.
3. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Services, or any part thereof;
4. Include information in your profile or elsewhere, except in designated fields, that reveals your identity or sensitive personal information such as an email address, phone number or address or is confidential in nature;
5. Create a user profile for anyone other than a natural person;
6. Utilize information, content or any data you view on and/or obtain from NID to provide any service that is competitive, in NID’s sole discretion, with NID;
7. Use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” any web pages or other services contained in the site;
8. Access, via automated or manual means or processes, NID for purposes of monitoring its availability, performance or functionality or for any competitive purpose;
9. Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of NID’s website;
10. Attempt to or actually access NID by any means other than through the interfaces provided by NID;
11. Attempt to or actually override any security component included in or underlying NID;
12. Engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on our infrastructure, including but not limited to unsolicited communications to other Users or NID personnel, attempts to gain unauthorized access, or transmission or activation of computer viruses;
13. Harass, abuse or harm another person, including sending unwelcomed communications to others using NID;
14. Collect, use or transfer any information, including but not limited to, personally identifiable information obtained from NID except as expressly permitted in this Agreement or as the owner of such information may expressly permit;

15. Share information of non-Users without their express consent;
16. Upload a cartoon, symbol, drawing or any content other than a head-shot photograph of yourself in your profile photo;
17. Use or attempt to use another's account without authorization, or create a false identity;
18. Infringe or use NID's brand, logos and/or trademarks, including, without limitation, using the word "NID" in any business name, email, or URL or including NID's trademarks and logos
19. Upload, post, email, transmit or otherwise make available or initiate any content that:
 - a. Falsely states, impersonates or otherwise misrepresents your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present;
 - b. Is unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable;
 - c. Adds to a content field content that is not intended for such field (i.e. submitting a telephone number in the "title" or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by NID);
 - d. Includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - e. Infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights;
 - f. Includes any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation. This prohibition includes but is not limited to (a) using NID invitations to send messages to people who don't know you or who are unlikely to recognize you as a known contact; (b) using NID to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and (c) sending messages to distribution lists, newsgroup aliases, or group aliases;
 - g. Contains software viruses, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of NID or any User of NID;
 - h. Forges headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Services; and/or
20. Participate, directly or indirectly, in the setting up or development of a network that seeks to implement practices that are similar to sales by network or the recruitment of independent home salespeople to the purposes of creating a pyramid scheme or other similar practices.