

ASHISH NURSERY

Wakad

This website is owned and operated by the Ashish Nursery Administration and Staff. The website has been structured to provide information related to school and school activities and directly reflect all policies and procedures set forth by the Management. Ashish Nursery has the right, at any time, to change or discontinue any feature or aspect of this website, for any reason; that is, without limitation, availability or equipment needed for accessing and utilizing this website.

TERMS AND CONDITIONS OF USE

The utilization of this school website is governed by the policies, terms, and conditions set forth (Terms and Conditions of Use). Please read them through thoroughly and carefully. Your use of this site indicates your acceptance of each of the Terms and Conditions of Use. Ashish Nursery reserves the right to modify this site in any fashion at any time as well as these Terms and Conditions of use.

Copyright and Trademark

This website contains copyrighted material, trademarks and other proprietary information including items such as photography, video, graphics, text, software and forms. Each of the items mentioned prior are subject to copyright laws. You may not modify, publish, display, transmit or subject yourself to the transfer or sale or in any form, exploit the content that exists on this website or that of any affiliates.

The data, information, materials, and services provided on this website are for the use to benefit the students, parents, members, staff of Ashish Nursery and beyond. Changes or modifications to pages, structure or procedure may incur at any time on this website. The materials on this website are provided in an "as is" state, without warranties of any type, either expressed or implied to the largest extent permissible to the applicable law.

You shall not upload, e-mail, post or make available in any other fashion any material on this website that is protected by copyright, trademark or other laws; that is, without direct permission from the absolute source.

Disclaimer of Warranty / Limitation of Website Liability

Agreement : You shall agree that the use of this website is at your sole risk. Ashish Nursery, affiliates or any other organization or members, therein, shall not incur any responsibility for your use of this website. The school is not liable for any negative impact that is incurred to any one individual's computer.

Limited License : Ashish Nursery website is for educational use. Unless otherwise expressed, you may not modify, copy, distribute, re-distribute, transmit, display, use, publish, license, create derivative material from, transfer, or sell any information or content contained anywhere on this website or any sub-websites, via direct or indirect means.

Limitation of Liability : Ashish Nursery shall not be liable for any loss or damage, including without limitation direct or indirect, special, economic, incidental or consequential damages, losses or expenses arising in connection with this site or use there of or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if School has been advised of the possibility of such damages, losses or expenses.

In no way shall Ashish Nursery or its affiliates be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, data or other intangible losses arising out of or in connection with use of the Payment Gateway. Ashish Nursery assumes no liability whatsoever for any monetary or other damage suffered by you on account of the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway/ Internet Banking; or any interruption or errors in the operation of the Payment Gateway/Internet Banking. You shall indemnify and hold harmless Ashish Nursery and their respective officers, directors, agents, and employees, from any claim or demand, or actions.

You agree, understand and confirm that personal data including without limitation details relating to debit card/credit card/ Net Banking transmitted over the internet is susceptible to misuse, theft and/or fraud and that Ashish Nursery has no control over such matters. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by you, Ashish Nursery does not represent or guarantee that the use of the payment gateway/ Internet Banking will not result in theft and/or unauthorized use of data over the internet.

The debit/credit card, Net banking,upi details provided by you for use of the Payment Gateway /Internet Banking will be correct and accurate and you shall not use a debit/credit card / Net Banking which is not lawfully owned by you.

Post of Content

Ashish Nursery reserves the right, in its sole discretion, to refuse to post or remove any material submitted to, or posted on the website. Without limitation, Ashish Nursery shall have the right to remove any material that Ashish Nursery, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable, with regard to the standards of policies and procedures set forth by Ashish Nursery management.

Modification of Terms

Ashish Nursery has the right to, at any time, change, or modify the terms and conditions applicable to the use of this website. Such changes or modifications shall be effective immediately upon notice thereof, which may be given by any means necessary in order to provide the most accurate and effective information possible.

Payment Methods

Payment of fees can be made either by cash, demand draft, credit/debit card, netbanking, upi. You will bear the necessary transaction charge plus GST as applicable for online payment of your Child's Fee. This charge will be taken by the e-payment solution provider for giving this service.

Visa and Master Credit Card: 2 % per transaction + GST 18%

Net Banking: 2 % per transaction + GST 18% or Rs 18 + GST 18% per transaction

Debit Card: 0.40 % - Below Rs 2000/- and 1% - Above Rs 2000/- + GST 18%

E Wallets: 3 % per transaction + GST 18%

UPI Payments: 0.40 % + GST 18%

For link based payments emails and sms: 15 paise per link

(Transaction charges are subject to change)

Accounts and Security

If any of the service on the website requires you to open an account, you must complete the registration process by providing us with true, current, complete and accurate information as prompted by the applicable registration form, and you will maintain and promptly update such information to keep it true,

current, complete and accurate. You also will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Ashish Nursery of any unauthorized use of your account or any other breach of security. Ashish Nursery will not be liable for any loss that you may incur as a result of someone else using your password or account either with or without your knowledge. However, you could be held liable for losses incurred by Ashish Nursery or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder. You acknowledge and agree that certain services may provide password-restricted access to customer information such as names and certain terms of your contracts. By using this website and registering for such services, you consent Ashish Nursery display of such information via the services and accept all risks of unauthorized access to such information. If you provide any information that is false, inaccurate, out of date, or incomplete or Ashish Nursery has reasonable grounds to suspect that such information is false, inaccurate, not current, or incomplete, Ashish Nursery may suspend or terminate your account and refuse any and all current or future use of the services or any portion thereof. You are responsible for all costs and charges, including without limitation, phone charges and telecommunications equipment, that you incur in order to use the services.

No Unlawful or Prohibited Use

As a condition of your use of the website, you will not use the website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the services in any manner that could damage, disable, overburden, or impart any Ashish Nursery server, or the network(s) connected to any Ashish Nursery server, or interfere with any other party's use and enjoyment of the website. You may not attempt to gain unauthorized access to services, materials, other accounts, computer systems or networks connected to any Ashish Nursery server or to the website, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website.

Materials Provided to Ashish Nursery or Posted to the Website

Unless otherwise specified, Ashish Nursery does not claim ownership of the materials you provide to Ashish Nursery (including, without limitation, information, ideas, concepts, techniques, feedback, data, questions, comments and suggestions, or the like) or post, upload, input or submit to the website or its associated services for review by Ashish Nursery, the general public, and/ or by the members of any public or private community (each a "submission" and collectively "submissions") and such submissions shall be deemed not to be confidential. However, by posting, uploading, inputting, providing or submitting ("posting") your submission you are granting Ashish Nursery, its affiliated companies and necessary sub licensees permission to use your submission in connection with the operation of their businesses (including, without limitation, all Ashish Nursery), including without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, translate and reformat your submissions; to publish your name in connection with your submission; develop, manufacture, and market products incorporating such ideas, concepts, or techniques, and the right to sublicense such rights to any supplier of the services and/or materials on the website.

No compensation will be paid with respect to the use of your submission, as provided herein. Ashish Nursery is under no obligation to post or use any submission you may provide and Ashish Nursery may remove any submission at any time in its sole discretion. By posting a submission you warrant and represent that you own or otherwise control all of the rights to your submission as described in these Terms of Use including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the submission.

You acknowledge that Ashish Nursery does not pre-screen Submissions, but that Ashish Nursery and its designees have the right (but not the obligation) in their sole discretion to block or restrict access to or

the availability of, or to disable, any Submissions that is available via the website.

Without limiting the foregoing, Ashish Nursery and its designees may disable, restrict access to or the availability of, any Submissions that violates the Terms of Use or is otherwise objectionable. You must evaluate, and bear all risks associated with, the use of any Submissions, including any reliance on the accuracy, completeness, or usefulness of such Submissions.

You understand the all Submissions, whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Submissions originated. This means that you, and not Ashish Nursery, are entirely responsible for all Submissions that you upload, post, provide, input, submit, or otherwise transmit via the website. Ashish Nursery does not control the Submissions posted via the website and, as such, does not guarantee the accuracy, integrity or quality of such Submissions. You understand that by using the website, you may be exposed to Submissions from others that are offensive, indecent or objectionable.

Spam E-mail and Postings

You agree that Ashish Nursery would be irreparably harmed by the use, by you or others, of the website or facilities in connection with the transmission of spam newsgroup postings or unsolicited e-mail in violation of these terms of Use, and that Ashish Nursery is entitled to obtain injunctive relief against any such transmission (in addition to all other remedies available at law or in equity). Ashish Nursery reserves the right to block, filter or delete unsolicited e-mail.

Indemnity

You agree to indemnify, defend and hold Ashish Nursery, and its subsidiaries, affiliates, officers, agents, co-branders, partners, and employees, harmless from any claim or demand, including reasonable attorneys fees, made by any third party due to or arising out of your Submissions, your use of the website including any use by your employees, your connection to the website, your violation of the Terms of Use, or your violation any rights of another.

Summary of Agreement

Each of the prior Terms and Conditions of Use validates the entire agreement between Ashish Nursery and you, as the user or visitor of Ashish Nursery website. Any changes to these Terms and Conditions of Use take effect immediately.

PRIVACY POLICY

Ashish Nursery is committed to maintaining your trust by protecting personal information we collect about you, and this statement outlines the school's policy on how the school uses and manages personal data provided to or collected by the school.

INFORMATION WE COLLECT

Ashish Nursery may collect information about you from a variety of sources, including information we collect from you directly during pre-admissions, when you intend to admit your child in Ashish Nursery or otherwise provided directly to us. Generally we collect information about an individual by way of application form filled out by you, discussion, meetings, interviews and telephone calls during and after the course of a student's admission at the school.

PERSONAL INFORMATION

Ashish Nursery may collect the information mentioned below directly during the admission process which includes personal and sensitive information.

Student's name, Parents or Guardians name.

Email address, telephone or mobile number, postal address, etc.

Students age, date of birth, details of family members, siblings, etc.

Contact information of relatives, friends, etc, who come into contact with the school.

Payment information, if payment information is made through cheque, net banking, credit or debit card, etc.

Medical ailment.

Future communication preference.

HOW WE USE THIS INFORMATION

We provide information to students and parents by way of digital or electronic communication such as email, mobile, SMS, phone call and postal mail.

We collect the information to provide the progress, improvement and other information about the student's matters related to their schooling.

We also provide information on day to day administrative activities, events, celebrations, competitions, sports and others activities organised by the school.

INFORMATION SHARING AND SECURITY

The success of every business relationship depends on trust and we do not reveal any personal information outside Ashish Nursery which we collect from you.

We are committed to keep personal information secure and have appropriate technical, physical and administrative procedures in place to protect personal information from loss, misuse or alteration.

INFORMATION TRANSFER

We limit access to personal information to those who have a business need or third parties provided we protect the information not to use the information for any other purpose. We may disclose personal information to government departments, medical practitioners, any one authorized by an individual to receive their information, people providing service to the school, including visiting teachers, sport coaches, etc.

Policy changes: The Ashish Nursery Committee will post substantive changes to this policy at least thirty (30) days before such changes take effect. Any information the Ashish Nursery Committee and/or Ashish Nursery collects under the current website privacy policy will remain subject to the terms of this website privacy policy. After any changes take effect, all new information the Ashish Nursery Committee and/or Ashish Nursery collects, if any, will be subject to the new policy.

COOKIES

The cookies are unique bits of computer data that many major website will transfer to your computer the first time that you visit. Cookies are stored on your hard drive and may be later accessed by the website to track prior usage. Cookies may also be used to deliver customized and personalized services and information by tracking which pages a user has already visited.

We do not store any of your personal information in cookies, web and beacons or other technologies on our computer. Hence, you are not required to provide any personal information through this website

unless you choose to do so. We cannot guarantee confidentiality of e-mails and we therefore recommend that you do not send confidential information via e-mail.

If for any reason you are concerned that the personal information available at Ashish Nursery is not correct or needs to be changed, you may please contact us at www.ashishnursery.com for the same.

CANCELLATION OF ADMISSION / REFUND POLICY OF FEES

Ashish Nursery reserves the right to cancel the admission / registration of the student during any period of the academic session. Once the student admission process is completed, no refund of fees to the student would be entertained.

Cancellation by the Parent

If the parent chooses to withdraw the admission of the student from the school for any reason whatsoever, no refund of the amount paid would be given back.

In the event of fee is deposited twice in one transaction due to some technical fault eg, Server Slow Down/Session Timeout etc. and a refund of the additional / excess fee is required, the payee is required to submit a request letter to the Ashish Nursery with the transaction details / online receipt number. In such cases either will be made after verification of account books / bank account or excess fee will be adjusted in the next fee installment.

Cancellation by Ashish Nursery

If circumstances cause Ashish Nursery to cancel the admission, the school will inform the student / parent concerned regarding the reasons for cancellation.

In the event of the case for cancellation of admission being found genuine and legitimate, the school management will refund the fees (amount to be considered on a case to case basis) to the / student by means of a crossed cheque in favour of the name of the parent.