



These terms and conditions outline the rules and regulations for the use of EDUCAN's Website. By accessing our services via this website and/or mobile applications/ softwares we assume you accept these terms and conditions in full. Do not continue to use EDUCAN's website if you do not accept all of the terms and conditions stated on this page.

EDUCAN provides courses, quizzes and other content that can be used to acquire knowledge and skills in dentistry. We create video tutorials via whiteboard, 2D/3D animations, multiple choice questions on different topics in dentistry. EDUCAN provides the visitor a platform to create their social profile, get access to paid course, quizzes (MCQs), notes and other content. Our intention is to facilitate Education of Cancer where users can learn together and share their progress, achievements, e-certificates with others.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves.

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing law of India. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### **Cookies**

We employ the use of cookies. By using EDUCAN's website you consent to the use of cookies in accordance with EDUCAN's privacy policy.

Most of the modern day interactive websites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate / advertising partners may also use cookies.

### **License**

Unless otherwise stated, EDUCAN and/or its licensors own the intellectual property rights for all material on EDUCAN. All intellectual property rights are reserved. You may view and/or print pages from <https://educan.asianheadneckcancer.org> for your own personal use subject to restrictions set in these terms and conditions.

The name, logos of EDUCAN and all related product and service names, design marks are the trademarks or service marks of EDUCAN. No trademark or service mark license is granted in connection with the materials contained on our platforms. Access to our platform does not authorize anyone to use any name, logo or mark owned by the Company in any manner.

### **Registration**

1. You agree to provide accurate, current and complete information about yourself while registering to this website.

2. You shall be responsible for maintaining the confidentiality of your account and password and for restricting access to your mobile device / computer, and you agree to accept responsibility for all activities that occur under your account or password. EDUCAN shall not be liable to any person for any loss or damage that may arise as a result of any failure by you to protect your password or account.

3. You must not share your username and password with anyone and must not share/download/record our premium (locked/paid/pro) lectures without permission from us. If we have a reason to believe that our services are being misused we may suspend your account without any liability to EDUCAN or Asian Head Neck Cancer Foundation.

4. You must not:

a. Republish material from <https://educan.asianheadneckcancer.org>



- b. Sell, rent or sub-license material from <https://educan.asianheadneckcancer.org>
- c. Reproduce, duplicate or copy material from <https://educan.asianheadneckcancer.org>
- d. Redistribute content from EDUCAN (unless content is specifically made for redistribution).

### **Pricing and Payments**

All prices of our products and services are subject to change without notice. We may provide discounts to all/some users on some services, that too is subject to change without notice. You agree that the Company may immediately authorize your credit card (or other approved facility) for payment for any charges incurred under your account.

You are fully responsible for all activities that occur under your account, and you agree to be personally liable for all charges incurred under your account. Your liability for such charges shall continue after termination of this User Agreement in any manner.

### **Returns Policy**

The Company does not refund or return any course or subscription/s that has been purchased, unless proved that the transaction was the result of a fraudulent purchase. If you wish to terminate your membership/subscription after payment, you agree that we do not offer refund or exchange of courses.

### **Course/Service duration**

On purchasing our lessons/courses/quizzes users get access to the same for a certain duration of time as mentioned in the course description or by default it's 60 days (approx. 2 months) from the date of purchase.

We reserve the right to change the access duration on our courses/services.

We do not offer premium video downloads. Your subscription to any of our courses do not allow video/content downloads unless permitted by us.

We run study batches with an intention to make learning fun and easy for the users who enroll and provide them with contents as per schedule via our platforms. We reserve the right to change the schedule and/or modify the course syllabus, course completion date due to unforeseen circumstances and are not responsible for any loss to any of our user.

The Company shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the use of the our platform, its services, the terms of this User Agreement or the Privacy Policy.

### **Communications**

You consent to receive the communications from us electronically. The Company will communicate with you through short messaging services (SMS), email or through website notifications.

### **User Comments**

1. This Agreement shall begin on the date hereof.
2. Certain parts of this website offer the opportunity for users to post and exchange opinions, information, material and data ('Comments') in areas of the website. EDUCAN does not screen, edit, publish or review Comments prior to their appearance on the website and Comments do not reflect the views or opinions of EDUCAN, its agents or affiliates. Comments reflect the view and opinion of the person who posts such view or opinion. To the extent permitted by applicable laws EDUCAN shall not be responsible or liable for the Comments or for any loss cost, liability, damages or expenses caused and or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.
3. EDUCAN reserves the right to monitor all Comments and to remove any Comments which it considers in its absolute discretion to be inappropriate, offensive or otherwise in breach of these Terms and Conditions.



4. You warrant and represent that:

- a. You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
- b. The Comments do not infringe any intellectual property right, including without limitation copyright, patent or trademark, or other proprietary right of any third party;
- c. The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material or material which is an invasion of privacy
- d. The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.
- e. You hereby grant to EDUCAN a non-exclusive royalty-free license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

#### **Hyperlinking to our Content**

The following organizations may link to our Web site without prior written approval:

- a. Government agencies;
- b. Search engines;
- c. News organizations;
- d. Online directory distributors when they list us in the directory may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses; and
- e. System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

We may consider and approve in our sole discretion other link requests from the following types of organizations:

- a. commonly-known consumer and/or business information sources such as Chambers of Commerce, American
- b. Automobile Association, AARP and Consumers Union;
- c. dot.com community sites;
- d. associations or other groups representing charities, including charity giving sites,
- e. online directory distributors;
- f. internet portals;
- g. accounting, law and consulting firms whose primary clients are businesses; and
- h. educational institutions and trade associations.

We will approve link requests from these organizations if we determine that: (a) the link would not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link); (b) the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of ; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are among the organizations listed in paragraph 2 above and are interested in linking to our website, you must notify us by sending an e-mail to [info@drteeth.com](mailto:info@drteeth.com).



Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our Web site, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

Approved organizations may hyperlink to our Web site as follows:

- a. By use of our corporate name; or
- b. By use of the uniform resource locator (Web address) being linked to; or
- c. By use of any other description of our Web site or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of Dr.Teeth's logo or other artwork will be allowed for linking absent a trademark license agreement.

#### **Iframes**

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

#### **Reservation of Rights**

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Web site. You agree to immediately remove all links to our Web site upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our Web site, you agree to be bound to and abide by these linking terms and conditions.

#### **Removal of links from our website**

If you find any link on our Web site or any linked web site objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

#### **Content Liability**

We shall have no responsibility or liability for any content appearing on your Web site. You agree to indemnify and defend us against all claims arising out of or based upon your Website. No link(s) may appear on any page on your Web site or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

#### **Disclaimer**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Nothing in this disclaimer will:

- a. limit or exclude our or your liability for death or personal injury resulting from negligence;
- b. limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- c. limit any of our or your liabilities in any way that is not permitted under applicable law; or
- d. exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

**Jurisdiction**

This Agreement shall be construed in accordance with the applicable laws of India. The Courts at Gujarat shall have exclusive jurisdiction in any proceedings arising out of this User Agreement without regard to the conflict of laws principles. The Company shall be entitled to specifically enforce its rights and obligation under this User Agreement and shall be entitled to do everything necessary for carrying out the true intent and purpose of this User Agreement.

**Modification of the Terms of use / Privacy Policy**

EDUCAN may at any time modify this User Agreement or the Privacy Policy without any prior notification to you. You can access the latest version of the User Agreement and the Privacy Policy at any given time on any of our platforms. If the modified User Agreement / Privacy Policy is not acceptable to you, you should discontinue using our platforms and our services. However, if you continue to use EDUCAN and all the associated services provided by the Company, you shall be deemed to have accepted the modified User Agreement and the Privacy Policy.

**Contact Information**

If you have any queries regarding any of our terms, please contact us.

Email : [asianheadneckcancer@gmail.com](mailto:asianheadneckcancer@gmail.com)

Address : Shefali Centre, 401,4th Floor, Anjali Cross Rd, Paldi, Ahmedabad, Gujarat 380007