# Disclaimer

This website has been launched to provide the candidates and public-at-large, information about the U.P.S.M.F. the process of opening new college (Nursing/ Paramedical etc). If you do not agree to the terms and conditions below, do not access this site or any pages thereof

# **Terms and Conditions**

# **No Warranty**

The information and materials contained in the site, including text, graphics, links or other items - are provided on an "As Is" and "As Available" basis. Although, U.P.S.M.F. which organises and oversees the process of opening new college (Nursing/ Paramedical etc). U.P.S.M.F. tries to provide information accurately it expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranty of fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.

#### **Limitation of Liability**

In no event, U.P.S.M.F. will be liable for any damages, including without limitation, direct or indirect, special, incidental, or consequential damages, losses, or expenses arising in connection with this site or use thereof or inability to use by any persons, or in connection with any failure of performance, error, omission, interruption, defect, delay of operation or transmission, computer virus or line or system failure, even if U.P.S.M.F., or representative thereof, are advised of the possibility of such damages, losses or expenses.

#### **Network Services**

The U.P.S.M.F. cannot be held responsible for reduced access speeds due to bandwidth overloads especially close to the submission date.

# **Privacy Policy**

We value the trust you place in us. That's why we insist upon the highest standards for secure transactions and applicant information privacy. Please read the following statement to learn about our information gathering and dissemination practices.

Note: Our privacy policy is subject to change at any time without notice. To make sure you are aware of any changes, please review this policy periodically.

# **1. PAYMENT SECURITY**

Our site has stringent security measures in place to protect the loss, misuse, and alteration of the information under our control. Whenever you access your account information, we offer the use of a secure server. Once your information is in our possession we adhere to strict security guidelines, protecting it against unauthorized access.

U.P.S.M.F. website ensures that every transaction that takes between you and our U.P.S.M.F. website through online is in a safe and secure environment.

# 2. COLLECTION OF PERSONALLY IDENTIFIABLE INFORMATION

We collect personally identifiable information (Email Id., Name, Contact number, etc.) from you when you apply through U.P.S.M.F. application. Anyone can browse some sections of our site without being an applicant at U.P.S.M.F. Certain activities (such as applying for the opening new college (Nursing/ Paramedical etc), Application Status, etc) do require Registration. We do use your contact information to send you information.

# 3. USE OF DEMOGRAPHIC AND PROFILE DATA

We use Personal Information for smooth conduct of U.P.S.M.F.. We use your personal information to check your eligibility the process of opening new college (Nursing/ Paramedical etc) as per G.O.'s issued by U.P. state government from time to time. We use your personal information to resolve disputes, troubleshoot problems, help promote a safe service, collect fees owed, detect and protect us against error, fraud and other criminal activity, enforce our terms and conditions, and as otherwise described to you at the time of collection.

In our efforts to continually improve our product and service offerings, we collect and analyze demographic and profile data about our users' activity on our website. We identify and use your IP address to help diagnose problems with our server, and to administer our website. Your IP address is also used to help identify you and to gather broad demographic information.

# 4. COOKIES

A "cookie" is a small piece of information stored by a Web server on a Web browser so it can be later read back from that browser. Cookies are useful for enabling the browser to remember information specific to a given user. U.P.S.M.F. places both permanent and temporary cookies in your computer's hard drive. U.P.S.M.F. cookies do not contain any of your Personally Identifiable Information.

# **5. SHARING OF PERSONAL INFORMATION**

We may share personal information with our other education department and other related department entities and affiliates to help detect and prevent identity theft, fraud and other potentially illegal acts, correlate related or multiple accounts to prevent abuse of our services.

We may disclose personal information, if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to court orders, or other legal process. We may disclose personal information to law enforcement offices, third party rights owners, or others in the good faith belief that such disclosure is reasonably necessary to enforce our Terms or Privacy Policy, respond to claims that an advertisement, posting or other content violates the rights of a third party or protect the rights, property or personal safety of our users or the general public

# 6. PROHIBITION AGAINST UNLAWFUL USE

As a condition for the use of the U.P.S.M.F. Website, the User warrants that they will not use the Website for any purpose that is unlawful or illegal under any law for the time being in force within or outside India or prohibited by this Agreement. In addition, the U.P.S.M.F. Website shall not be used in any manner, which could damage, disable, overburden or impair it or interfere with any other party's use of the Website. The User shall refrain from obtaining or attempting to obtain any materials or information through any means not intentionally made available or provided for or through the Website.

# 7. LINKS TO OTHER SITES

Our site links to other websites that may collect Personally Identifiable Information about you. U.P.S.M.F. is not responsible for the privacy practices or the content of those linked websites.

# 8. USE OF COMMUNICATION SERVICES

U.P.S.M.F. Website may contain services such as email, News bulletin, information related to Regional or local help centers, and/or other message (hereinafter collectively referred to as "Communication Services"). The User agrees and undertakes to use the Communication Services only to post, send and receive messages and material that are proper and related to the U.P.S.M.F.. By way of example, and not as a limitation, the User agrees and undertakes that when using a Communication Service, the User will not:

- 1. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others
- 2. upload files that contain software or other material protected by intellectual property laws unless the User owns or controls the rights thereto or have received all necessary consents
- 3. upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the U.P.S.M.F. Website or another's computer,
- 4. conduct or forward surveys, contests, pyramid schemes or chain letters;
- 5. download any file posted by another user of a Communication Service that the User know, or reasonably should know, cannot be legally distributed in such manner;
- 6. falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;

- 7. violate any code of conduct or other guidelines, which may be applicable for or to any particular Communication Service;
- 8. violate any applicable laws or regulations for the time being in force in or outside India; and
- 9. violate any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere herein

U.P.S.M.F. reserves the right at all times to disclose any information as is necessary to satisfy or comply with any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in U.P.S.M.F. sole discretion

U.P.S.M.F. does not control or endorse the content, messages or information found in any communication service and, therefore, U.P.S.M.F. specifically disclaims any liability or responsibility whatsoever with regard to the communication services and any actions resulting from the user's participation in any communication service

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. User is responsible for keeping himself updated of and adhering to such limitations if they download the materials

# 9. TERMINATION/ACCESS RESTRICTION

U.P.S.M.F. reserves the right, in its sole discretion, to terminate the access to the website and the related services or any portion thereof at any time, without notice.

# **10. QUESTIONS?**

Questions regarding this statement should be directed to the following address:

# **Refund and Cancellation policy**

1. Inspection fee once paid cannot be exchanged, cancelled are refunded..

2. This payment is made towards inspection fee only. However, the applicant should submit the application ONLINE by referring the payment details within the stipulated dates as per the U.P.S.M.F. notification. Please ensure that you submit the application ONLINE with in the stipulated date for that fee.

3. Your payment towards application fee will not make you eligible for staring the opening new college (Nursing/ Paramedical etc). U.P.S.M.F. verifies your candidature as per the rules and guidelines and will decide to accept or reject your application. It is the sole discretion of the U.P.S.M.F. committee to finalise the eligibility of the applicant for opening new college (Nursing/ Paramedical etc) as per the information provided by the applicant.

4. Any dispute arising out of U.P.S.M.F. shall only be settled and decided under the jurisdiction of Hon'ble Lucknow High Court, Lucknow.