

Following Terms and Conditions are unconditionally accepted by the students taking admission to any course at Niharika Institute of Computational Engineering having office at No.716(35), Ground Floor, JC Plaza, 42nd Cross, Off 12th Main Road, Rajajinagar 3rd block, Bangalore-560010, Karnataka State, India.

This document Supersedes all earlier documents.

Contact Information:

+91-99162 66179

Website: www.nicecfcd.com

Contact: rudresh@nicecfcd.com | nicecfcd@gmail.com

Date: 06th December 2022

Terms and Conditions (for Students)

Acceptance of the Terms of use:

Welcome to Niharika Institute of Computational Engineering (NICE), together with its subsidiaries and affiliates and parent company Niharika Computational Engineering Solutions Pvt Ltd (collectively, “Institute”, “we” or “us”).

The following terms and conditions are unconditionally accepted by the student taking admission to any course at Niharika Institute of Computational Engineering having office at No.716(35), Ground Floor, JC Plaza, 42nd Cross, Off 12th Main Road, Rajajinagar 3rd block, Bangalore-560010, Karnataka State, India. and official website.

Please read these Terms and conditions before taking admission to any course (In general before availing any services) with Niharika Institute of Computational Engineering.

If you do not want to agree to these Terms and conditions you are advised NOT to enrol for any courses, NOT to avail any services offered by Niharika Institute of Computational Engineering.

Waiver of Jury Trial:

THE STUDENTS HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT (OR CONSUMER DISPUTES REDRESSAL FORUM/ ANY JUDICIAL/SEMI JUDICIAL FORUMS / COMMISSIONS etc..) AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by Indian arbitration and Conciliation act under this agreement. You are advised to refer arbitration clause at the end of agreement.

Intellectual Property Rights

Intellectual Property Rights – for Class room training sessions, workshop etc.

- Our course materials, data provided for practice in Computer Laboratory sessions is only provided for your own learning and not for any other use. You are hereby expressly barred from transferring or reselling our course materials in any way. We have only provided a Licence to you to use such materials and data for self-learning, NOT sold them to you.
- All such materials and data will be the property of Niharika Institute of Computational Engineering.
- Submission of projects carried out as a part of our courses in the form of thesis / any type of academic report (Degree, post graduate degree, Diploma, doctoral etc), publishing the same in any conference, Journal, social media etc. is strictly barred and violation of same will be treated as criminal Offence and Institute deserves all the rights to Inform the same to Police Department and to Initiate criminal and civil suit at appropriate courts of Law.
- Using mobile phone / Camera (or) any kind of audio-video recording device in the Institute to record theory sessions, practical sessions etc. Is strictly prohibited. If it is found student will not be permitted to attend further classes and fees will be forfeited.
- Institute also deserves the rights to refer the same to parents, employer (In case of working professional) and if needed to nearby Police station.
- Student should NOT try to Install any malware / Illegal version of Software in the Institute Computers. Further carrying personal Laptop, Pen drive, Hard disk drive etc in to Institute premises is prohibited.

- Students are responsible for their personal belongings when they are Inside the Institute premises. Institute will not take any such responsibility.
- Institute will NOT provide any Software Licences to students for personal learning.
- We reserve our right to revoke any license to access and use courses at any point in time in the event where we decide or are obligated to disable access to a course due to legal or policy reasons, for example, if the course you enrolled in is the object of a copyright complaint, or if we determine its content violates our terms and policies.

Intellectual Property Rights

Intellectual Property Rights - for Online training sessions, Online workshop, Webinars etc.

- Our course materials, recorded videos, data provided for practice at your home are only provided for your own learning and NOT for any other use. Students are hereby prohibited from transferring or reselling our course materials in any way. We have only provided a Licence to you to use such materials and data for self-learning, NOT sold them to you.
- Further all course videos are only Licensed to the student (NOT sold to the student) enrolled for the course for the purpose of personal, non-commercial, educational learning. Sharing of your login credentials to others, viewing in group, Unauthorised use is strictly prohibited.
- All such course materials, recorded videos, data will be the property of Niharika Institute of Computational Engineering.
- Niharika Institute uses latest forensic technologies to predict the piracy at the source and reserve all rights to refer such cases to cyber-crime department, Police department and also to file criminal and civil cases at appropriate courts of law.
- Submission of projects carried out as a part of our courses in the form of thesis / any type of academic report (Degree, post graduate degree, Diploma, doctoral etc), publishing the same in any conference, Journal, social media etc. is strictly barred,

and violation of same will be treated as criminal Offence and Institute deserves all the rights to Inform the same to Police Department and to Initiate criminal and civil suit at appropriate courts of Law.

- The student shall NOT reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sub-license, or otherwise transfer or use any course materials, course videos, CAD models provided for practice. Such acts are subjected legal remedies explained in above two points.
- If the online course is conducted through live meetings/ live discussion mode, recording of such meetings/ discussions is strictly prohibited.
- We reserve our right to revoke any license to access and use courses at any point in time in the event where we decide or are obligated to disable access to a course due to legal or policy reasons, for example, if the course you enrolled in is the object of a copyright complaint, or if we determine its content violates our terms and policies.

Course contents and syllabus

- Syllabus is subjected to slight changes without any notice to students.
- Niharika Institute deserves all rights to change the Faculty.
- Individual projects of the students cannot be Included in the syllabus.
- If the student is an employee of any company/ Institute/ Organizations, bringing in to the Institute premises confidential data belonging to your employer is strictly prohibited.

Course Fees

- Course Fee is NOT refundable under any circumstances, after commencement of the course.
- Course fee is subjected to change without prior notice.

Currency conversion rates:

- Dollar rates will be updated once in a week by NICE management. Disputes of any kind are NOT entertained in this regard.

Placement Assurance

Niharika Institute is purely a technical training Institute, NOT a placement agency. Placement support (or) assurances of any kind are strictly NOT applicable for any of our courses. Further Niharika Institute is NOT an overseas educational (or) Immigrant consultant.

Working professionals enrolling for our courses

It is the responsibility of the student to take all necessary approvals from their employer (HR Manager) through proper channel. Your purpose of enrolling for a course at Niharika Institute shall be solely for knowledge gain.

Student should ensure that his (or) her enrolment for a course at Niharika Institute shall NOT create any conflict of Interest with their employer Company / Colleagues.

Transparent and ethical business practices

- From day one we are transparent in all our business activities. Our practices and business conduct shall benefit our country, localities and communities, to the extent possible and affordable, and shall be in accordance with Indian laws.
- We shall not engage in any restrictive or unfair business practices. We shall market our products and services on their own merits and not make unfair or misleading statements about the products and services of our competitors.
- We shall not persuade any student to join our courses with unfair business practices like placement assurance, group discount in fees, assistance for overseas migration etc.
- Syllabus and Introductory videos of our courses are available in public domain. Students are advised to go through the videos, assess the quality of teaching and take decision to join the course based on their convenience and affordability.
- Internship if any will be through proper bidirectional written communication with college Principal.
- We do not issue false experience certificate and don't sell ready to submit projects to students.

- Letter of recommendation for higher studies will be issued only to deserving and hardworking students with strong passion towards their work.
- Any Organization, University shall verify authenticity of our course certificate and Letter of recommendation by contacting us through proper channel.

Posting in Social medias

- Short falls (if any) in the course / services should be brought to the notice of the institute through e-mail nicecf@gmail.com, rudresh@nicecf.com
- Your email communication will helps us in understanding your concerns and take appropriate remedial measures, which ultimately benefit the student.
- Posting false Information directly or unanimously in any social medias with a malafied Intension, out of frustration of not getting a Job etc. is NOT permitted. Niharika Institute will refer such Incidences to cyber-crime police to Investigate and also criminal and civil suit will be Initiated under the provisions in Laws.
- Niharika Institute reserve all rights to bring such Incidences to the notice of Parents/ Spouse and also to their employer companies through proper legal channel. Student will be solely responsible for all Inconveniences.
- Niharika Institute justifies this decision as the Institute has maintained transparent and ethical business practices since day one (2010).

CCTV surveillance in Institute premises:

- Niharika Institute premises are under CCTV surveillance with data backup of around Ten days. If any student (especially Women) feels any discomforts by any one - by any means, it is their responsibility to communicate the same to Institute in writing / email to nicecf@gmail.com (accompanied by parents/ Spouse/ responsible family members/ Friends), take acknowledgement without fail and obtain CCTV recordings.

- In case of false complaints and allegations with malafied Intension, Institute deserves all rights to file defamation case in appropriate courts of Law.

Arbitration Clause

Notice Requirement: The party seeking arbitration must first send to Niharika Institute of Computational Engineering a written Notice of Dispute (through government of India registered postal services) describing the nature and basis of the dispute to the contact address mentioned in this website.

Arbitration mode and place: Arbitration will be as per Indian arbitration and conciliation act 1996 and rules and procedures made under this act from time to time. The Arbitration board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. Both parties will each nominate an arbitrator to the board and these arbitrators will appoint an umpire. Arbitration will be carried out at the office of Niharika Institute of Computational Engineering at Bangalore city (India). Decision of arbitrator is final and shall be binded by both parties.

Amicable Settlement: Niharika Institute of Computational Engineering deserves all the rights for amicable settlement before commencing arbitration proceedings.

Presence of parents / Spouse: A notice will be sent to spouse / parents of the students regarding dispute.

Intimation to Employer: Niharika Institute deserves all the rights to submit details of all the legal proceedings to their respective employer, if the concerned student (party in the arbitration) is a working professional. If the student (working professional) exhibit any unprofessional behaviour Niharika Institute deserves all the rights to intimate the same to their employer.

Notices with malafied Intension: Niharika Institute of Computational Engineering deserves all the rights to claim financial and other losses in the cases of notices with malafied Intension, notices on vague and meaningless grounds. The party sending such notices unconditionally agree to reimburse all the losses claimed by Niharika Institute of Computational Engineering with reasonable bank Interest.

Governing Laws

This agreement is Governed by Indian Laws and subjected to exclusive Jurisdiction of Bangalore city Courts of Law, Karnataka State, India.

Acceptance of all these terms and conditions: Acceptance click button in our website registration portal (or) payment of course fees is deemed as unconditional acceptance of these Terms and conditions, for all Legal purposes.

Note: These Terms and Conditions are subjected to change at any time without Prior Notice.

Happy Learning