



## Terms and Conditions

### General Terms

For the purposes of these Terms “**you**”, “**your**”, “**user**” or “**student**” means any person who accesses or uses this Website or our Services. Use of SNHU (“**SNHU**”, “**University**”, “**our**” or “**us**”) education services, the courses provided by us (“**Services**”) or this website (“**Website**”) constitutes acceptance of these Terms and Conditions (the “**Terms**”), our Privacy Policy and Academic Policies (“**Policies**”). If you do not agree to these Terms or any of the [Policies](#), then do not use or access the Website and the Services.

SNHU reserves the right to revise the Terms at any time, in its sole discretion. These Terms govern your use of the Services offered by the University with the help of other third-party service providers, including AVENU Learning LLC (“**AVENU**”) and any rights available to the University under these Terms shall also be deemed to be available to such authorized service providers of the University. Revisions to the Terms will be effective immediately upon posting the same on the University’s Website. In case of substantial changes to the Terms, the University will take reasonable steps to notify students of them. In any case, continued use of the services after the publication of such changes, with or without prior notice, constitutes binding acceptance of the revised Terms by you.

This is an electronic record under the Information Technology Act, 2000 and by accessing or using the Website or our Services, you are confirming that you are legally capable of entering into a legally binding contract as per the Indian Contracts Act, 1872. You will consequently be deemed to have read, understood, and agreed to be bound by, these Terms.

### Who May Use our Services

You may use our Services only if you are in compliance with these Terms. You must provide us with accurate and complete information as may be required for the purposes of your enrollment, and you agree to update your information and to keep it accurate and complete. Any use or access by anyone under the age of [18] (eighteen) or anyone who is otherwise not competent to contract is prohibited.

### Privacy Policy

Visit <https://in.snhu.edu/en/privacy-policy> to read the University’s Privacy Policy.

### Academic Policy

Visit <https://in.snhu.edu> to view the complete list of University's academic policies.

### **Content Terms**

The University reserves the right to adjust the online program study plans at any time. The University will inform the students about any changes to be made and specify the alternative curriculum, if any. Using our Services does not give you ownership of or any intellectual property rights in our Services or the content you access on our Website.

### **No Academic Credit**

Southern New Hampshire University is fully accredited in the United States. Participation in, or completion of, the online courses offered by the University (either directly or through AVENU) does not confer any academic credit specifically recognized by the user's jurisdiction. The University hereby expressly mentions that there is no presumption that other institutions in the user's jurisdiction will accept the completion of the course provided by the University as a credit for other courses. Further, the University and its affiliates, instructors, and the associated content providers (including AVENU) have no obligation to have courses recognized by any educational institution or accreditation organization in the user's jurisdiction.

### **User Content**

The Services enable you to share your content, such as homework, project submissions, other assignments that you may submit, and the like ("**User Content**"), with the University, AVENU, instructors, and/or other users. The Website acts as an intermediary between the educator and you. To the extent that you provide any User Content, you represent and warrant that (a) you have all necessary rights, licenses and/or clearances to provide such User Content and permit the University and AVENU to use such User Content, and (b) such User Content does not and will not infringe or misappropriate any third-party rights or constitute a fraudulent statement or misrepresentation or unfair business practices.

The University does not control the User Content, including any messages, reviews or comments, and does not guarantee the accuracy, integrity or quality of such User Content. Under no circumstances will the University be liable in any way for any User Content, including any errors or omissions, or any loss or damage or defamation of any kind incurred as a result of your posting or use of any User Content.

You hereby undertake to ensure that the User Content is not offensive and is in accordance with applicable laws. Further, you undertake not to host, display, modify, publish, transmit, store, update or share any information that:

- a. belongs to another person and to which the user does not have any right;
- b. is defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to applicable laws;
- c. is harmful to child;
- d. infringes patent, trademark, copyright or other proprietary rights;
- e. violates any law for the time being in force;

- f. deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- g. impersonates another person;
- h. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation;
- i. contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource; and
- j. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.

University has no obligation to monitor such communications by you. However, University reserves the right to review materials posted by you and to remove any materials in its sole discretion. University reserves the right to suspend/terminate the user's access to any or all of such communication services provided by the University at any time without notice of such suspension or termination for any reason whatsoever.

### **Notice and Takedown**

If you believe that any User Content is defamatory, obscene, pornographic, paedophilic, illegal, offensive, sexually explicit, promotes bigotry, hatred or physical harm, deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libelous, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, racially or ethnically objectionable, relating or encouraging money laundering or gambling; or is otherwise injurious to third parties; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, security or sovereignty of any nation or its or friendly relations with foreign States; or which consists of or contains software viruses or violates any of the Terms, please notify us immediately at [students@in.snhu.edu](mailto:students@in.snhu.edu). As soon as you inform us, we will make all reasonable endeavors to remove such objectionable content complained about within a reasonable time.

### **Terms of Payment**

The University is an accredited US institution, therefore all prices are shown in US dollars (USD), unless otherwise noted.

Payments (whether a monthly plan, full payment in advance, or other available methods) must be made as required prior to the first day of class for the course in which the student has registered.

In addition to tuition, students are responsible for paying any applicable fees, including graduation fees. The University strives to keep these costs as reasonable as possible for its students.

To maximize security, the University does not store credit card details, only external payment providers do.

Course prices are subject to change at any time without prior notice. The payment options and promotions available to students can also change at any time. Check out the Student Support Center to find the updated payment options for your country.

#### Full tuition payments

Students who pay full price for a course or course package are not eligible to apply for new discounts on previous purchases. They can select discounts or promotions for future courses, if available.

#### Promotional or discounted payments

Promotional offers and discounts are available for a limited period only. Promotions and discounts cannot be combined. Only one promotion or discount can be applied to a purchase. See the specific promotion for details, such as requirements and availability.

Students who drop out of more than 3 (three) courses will be considered “dropouts” of the degree and, in the case of retaking courses, they will have lost their right to any previous promotion or discount price. Students will have to wait and choose a new promotion, if available, when they resume classes.

In the case of students who accept the promotion of a course with free registration, they will only be able to continue with their academic work after making the required payments. Tuition-free courses are limited-time offerings and availability is not guaranteed for each academic term or for each program offered by the University.

#### **Refund Policy**

Undergraduate and graduate programs:

- Purchases of discounted packages (whether paid in installments or not) are not refundable.
- Purchases of promotional offers (such as buy one get one free) are not refundable.
- Purchases of full-price course packages are eligible for a refund according to the conditions mentioned below.

#### Cases for Total Refunds

- A total refund can be awarded in the case of dropouts (of any kind) between day 1 and day 7 from the beginning of the academic period:
  - Students are eligible for a 100% refund of their payments for that course and any other course they have taken.
  - The dollar amount of the refund will be equal to the amount paid for the course. For example, if the full payment of the course was made, the refund will be that amount; if a fee was paid, that fee amount will be refunded.
  - If the student paid for multiple courses, 100% of the course payments will be refunded for each course.

- All eligible refunds will be granted within 30 business days from the official dropout date from the program.
- Qualifying reimbursements will be granted in the payment method of the original purchase, unless the payment was made in cash. Refunds on cash transactions will be given in the form of a prepaid debit card that will be sent by email to the registered email address.

#### Cases for Partial Refunds

- A partial refund can be awarded in the case of dropouts (of any kind) between day 8 and day 14 from the beginning of the academic period:
  - Students are eligible for a refund of 75% of the payments of the current course and 100% of the payments of another course they have paid for.
  - The dollar amount of the refund will be equal to 75% of what was paid for the current course. For example, if the full payment of the course was made, 75% of that amount will be refunded; if a fee was paid, 75% of that fee will be refunded.
  - If the student paid for multiple courses, 100% of course payments for these other courses will be refunded.
- All eligible refunds will be granted within 30 business days from the official dropout date from the program.
- Qualifying reimbursements will be granted in the payment method of the original purchase, unless the payment was made in cash. Refunds on cash transactions will be given in the form of a prepaid debit card that will be sent by email to the registered email address.

#### Cases for no Refunds

- In the case of dropouts (of any kind) that take place from the 15th day of the academic period, no refund will be granted for these current courses.
  - If the student has paid for multiple courses, 100% of the course payments will be refunded for the other courses.
- All eligible refunds will be granted within 30 business days from the official dropout date from the program.
- Qualifying reimbursements will be granted in the payment method of the original purchase, unless the payment was made in cash. Refunds on cash transactions will be given in the form of a prepaid debit card that will be sent by email to the registered email address.

#### **Important Information**

- Consideration may be given to refunding course fees that a student has paid for the courses in which they are currently enrolled.
- Consideration may be given to making a refund of payments for future courses in which a student is not yet enrolled.
- No refund will be made for courses that a student has completed or in which they have previously enrolled.
- Current promotions or discounts offered cannot be applied to past courses or courses in which the student is enrolled. Adjustments will not be considered in these cases.

- The University does not issue refunds to students who request them due to concerns regarding academic level.

### Intellectual Property

All intellectual property rights in the Website and the Services including in the content, course materials, online lectures and the speeches made by trainers are, and shall always remain, the intellectual property of the University, whether adapted, written for or customized for the user or not. Using our Website and Services does not give you ownership of or any intellectual property rights whatsoever in our Website and Services or the content you access.

The users are not authorized to:

- a. copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the course materials without prior written permission;
- b. record on video or audio tape, relay by videophone or other means the online courses;
- c. use the course materials in the provision of any other course or training whether provided by the University or AVENU;
- d. remove any copyright or other notice of the University on the course materials;
- e. modify, adapt, merge, translate, disassemble, decompile, reverse engineer any software forming part of the online courses.

Any breach by the user of this clause shall allow us to immediately terminate your access and cease to provide you with any Services, including but not limited to access to the online courses.

### Liability Disclaimers

- Access to and use of the Website and its content are exclusively for the student's academic development. The University will not have any liability for the use of third parties or use outside the scope of the present Terms. Any information, content or Services made available on or through the University Website or AVENU are provided "as is" and "as available" without warranty of any kind (express, implied or otherwise), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement, except insofar as any such implied warranties may not be disclaimed under applicable laws.
- Neither the University nor any of its educational partners, AVENU, affiliates, employees, directors, officers, agents, vendors or supplier shall be liable to you or any other person, whether in tort, contract, strict liability or otherwise, for any indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with the use or inability to use this Website or programs, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of search results, or computer/ electronic device failure, virus or malfunction. In no event will the University and AVENU be liable for any damages in excess of the fees paid by you in connection with your enrolment into a program.
- The University and AVENU do not warrant that the University's Website will operate in an uninterrupted or error-free manner, that the site is free of viruses or other harmful components, or that the courses or content provided will meet your needs or

expectations. The University and AVENU also make no warranty about the accuracy, completeness, timeliness, or quality of the Website or any courses or content, or that any particular courses or content will continue to be made available. Use of the University's Website, and the content and services obtained from or through the Website, is at your own risk. Your access to or download of information, materials, or data through the site or any reference sites is at your own discretion and risk, and you will be solely responsible for any damage to your property (including your computer system) or loss of data that results from the download or use of such material or data, unless otherwise expressly provided for in the University's Privacy Policy.

- The University reserves the right to suggest sites, secondary sites, or off-site materials insofar as they are of interest to the students. The University is not responsible in any way for said sites or materials, as well as the reason students access or use them.
- The University and AVENU are educational institutions based in the United States and therefore are not under the supervision of the Ministry of Education or any other local educational affairs authority, other than those located in the United States. They are not subject to any regulations related to educational matters and do not have the right or authorization to grant official educational degrees under any law other than that which operate in the United States.
- All courses offered by the University and AVENU are subject to these Terms are completely online.

### **Indemnity**

You agree to indemnify and hold the University and AVENU harmless from any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs, relating to or arising out of (a) your use or attempted use of the Services, platforms or programs in violation of the Terms; (b) your violation of any law or rights of any third party; or (c) information or User Content that you or others post or otherwise make available on the platform or through any program, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

### **Force Majeure**

Neither the University nor AVENU shall be liable to you for any breach of its obligations or termination under these Terms arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes, epidemic, pandemic, and other acts of god, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, Government edict or regulation.

### **Taxation**

Any tax obligations arising on the user, including the applicable tax for payment of fees to the University shall be borne solely by the user. The University or AVENU take no responsibility for any tax obligations on the user. The fees for the courses (as mentioned on the University's Website) would be exclusive of the applicable tax amount and the refund of the same, if any, in specific circumstances, would be as per the University's refund policy as available on its Website, subject to deduction of appropriate taxes or administrative charges.

### **Miscellaneous Provisions**

These Terms along with the Policies constitute the entire agreement between you and the University (including AVENU and other service providers) with respect to the Services, superseding any prior agreements or arrangements.

The failure of the University to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms or the Policies is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and the other provisions of the Terms or the Policies shall remain in full force and effect.

You agree that the Terms along with the Policies and any claim or dispute arising out of or relating to the Terms, Policies or any Services provided by the University or AVENU will be governed by the laws of the State of New York, excluding its conflicts of law provisions. You agree that all such claims and disputes will be heard and resolved exclusively in the federal or state courts located in and serving the State of New York. You consent to the personal jurisdiction of those courts over you for this purpose, and you waive and agree not to assert any objection to such proceedings in those courts (including any defense or objection of lack of proper jurisdiction or venue or inconvenience of forum).

**Grievance Officer**

If you have any questions or grievances about the Terms or the Policies, please contact us by email: [students@in.snhu.edu](mailto:students@in.snhu.edu)