

TERMS AND CONDITIONS

KMCT Group of Institutions

1. Introduction and Acceptance

1.1 These Terms and Conditions (“**Terms**”) govern your access to and use of the website and all associated landing pages, enquiry forms, microsites, campaign pages and digital properties (collectively, the “**Website**”) operated by or on behalf of **KMCT Group of Institutions**

1.2 By accessing the Website, submitting an enquiry or application form, downloading any brochure or prospectus, participating in any online or offline campaign, or otherwise providing your contact details to us or to any advertising platform on our behalf, you confirm that you have read, understood and agreed to be bound by these Terms.

1.3 If you do not agree with any part of these Terms, please do not use the Website or submit your contact details to us.

1.4 These Terms should be read together with our Privacy Policy, Cookie Policy and Refund Policy, each of which is incorporated into these Terms by reference.

2. Definitions

- “**Advertising Platform**” means any third-party platform through which we run advertising or lead-generation campaigns, including but not limited to Meta Platforms (Facebook, Instagram, WhatsApp, Messenger), Google (Search, Display, YouTube, Performance Max), LinkedIn, X, Snapchat, Quora, Taboola, education portals, aggregator sites, SMS and email campaign vendors, and offline campaign sources such as education fairs, exhibitions and school outreach programmes.
- “**Lead**” means the contact details and related information submitted by you, or captured on your behalf with your consent, through any Advertising Platform, Website form, chatbot, click-to-call or click-to-WhatsApp button, QR code, landing page or offline enquiry form.
- “**Personal Data**” has the meaning given to “personal data” under the Digital Personal Data Protection Act, 2023 and the rules made thereunder.
- “**You**” or “**User**” means any prospective student, parent, guardian, visitor or other person who accesses the Website or submits a Lead.

3. Eligibility

3.1 The Website is intended for use by persons who are 18 years of age or older, or by a parent or lawful guardian acting on behalf of a person below 18 years of age.

3.2 If you are below 18 years of age, you may submit your details only with the consent and under the supervision of your parent or lawful guardian. By submitting details relating to a child, the parent or guardian confirms that they are providing verifiable consent for the collection and use of those details in accordance with these Terms and applicable law.

3.3 By submitting a Lead, you confirm that the contact details provided belong to you, or that you are duly authorised by the owner of those details to provide them and to consent to contact on their behalf.

4. How We Obtain Your Contact Details

4.1 We collect contact details (including your name, mobile number, WhatsApp number, email address, city/state, course of interest, qualifying examination details and academic background) through the following routes:

- Enquiry, application, brochure-download, scholarship, counselling and campus-visit forms hosted on the Website;
- Instant-form, lead-form, click-to-call, click-to-message and click-to-WhatsApp advertisement units served on Meta Platforms (Facebook and Instagram), Google, YouTube and other Advertising Platforms;
- Landing pages operated by us or by our authorised digital marketing agencies and admission counselling partners;
- Chatbots, live chat, call-back request widgets and IVR systems on the Website;
- Education portals, listing sites, comparison sites and aggregators with whom you have shared your details and who are authorised to share them with us;
- Education fairs, seminars, school and college outreach programmes, exhibitions, QR-code scans and physical enquiry registers; and
- Referrals from existing students, alumni, staff and authorised representatives, where the referrer confirms they have your permission to share your details.

4.2 Where a Lead is received from an Advertising Platform, that Lead is generated only after you have voluntarily submitted your details on that platform in response to our advertisement. The Advertising Platform's own terms and privacy policy apply to your use of that platform, and we do not control them.

4.3 We do not knowingly purchase, rent or acquire contact databases that have been compiled without the consent of the persons listed in them. If you believe your details have reached us without your consent, please write to us at the address in Clause 22 and we will delete them and stop contacting you.

5. Consent to Be Contacted — Calls, SMS, WhatsApp and Email

5.1 **Express consent.** By submitting your contact details to us through any of the routes described in Clause 4, you expressly and voluntarily authorise KMCT Group of Institutions, its constituent institutions, and its authorised admission counsellors, call centres, outsourced tele-calling partners and digital marketing agencies acting on our instructions, to contact you through:

- **telephone calls** (including automated, pre-recorded, IVR and dialler-assisted calls) on the mobile and landline numbers you have provided;
- **SMS and RCS messages** on the mobile number you have provided;
- **WhatsApp messages and WhatsApp calls** on the number you have provided, including messages sent through the WhatsApp Business Platform;
- **email** at the address you have provided; and
- **other electronic messaging channels** you may opt into from time to time, such as Telegram, in-app notifications or push notifications.

5.2 **Purpose of contact.** We will contact you only for purposes connected with your enquiry and with admissions, including: responding to your enquiry; explaining courses, eligibility, curriculum, placements, hostel and campus facilities; guiding you through the application, entrance examination, counselling, document verification and fee payment processes; arranging campus visits and online counselling sessions; sharing brochures, prospectuses, fee structures, scholarship details, important dates and admission-related notifications; conducting feedback and service-quality surveys; and informing you about other courses and programmes offered by the KMCT Group that may be relevant to your stated interest.

5.3 Consent overrides DND / NCPR registration. You acknowledge and agree that this consent constitutes your express prior consent for the purposes of the Telecom Commercial Communications Customer Preference Regulations, 2018 as amended (“TCCCPR”) and any successor regulations issued by the Telecom Regulatory Authority of India. Accordingly, **you agree that we may contact you even if your number is registered under the National Customer Preference Register (NCPR), the ‘Do Not Disturb’ (DND) registry or any similar preference list**, and you agree that such contact shall not constitute unsolicited commercial communication. You further agree not to raise any complaint, claim or proceeding against KMCT, its institutions or its authorised partners, or against your telecom service provider, in respect of such contact made in accordance with this consent.

5.4 Manner and timing of contact. We endeavour to make promotional calls and send promotional messages only between **9:00 a.m. and 8:00 p.m. IST**. Calls relating to an application that is already in progress (for example, a scheduled interview, a counselling slot, a document requirement or a fee deadline) are service-related and may be made outside these hours where the matter is time-sensitive.

5.5 Frequency. We may contact you more than once, and across more than one channel, in connection with the same enquiry — for example, an initial call followed by a WhatsApp message containing the brochure and a reminder email before the application deadline. We will make reasonable efforts to keep contact proportionate and relevant, and we will stop contacting you on request as set out in Clause 7.

5.6 Duration of consent. Unless you withdraw it earlier, your consent under this Clause 5 remains valid until the later of (a) the conclusion of the admission cycle for which you enquired. We will not retain your contact details for contact purposes beyond this period, except where retention is required by law or by a regulatory or affiliating body.

5.7 Charges. Your mobile network or internet service provider may levy charges for receiving calls or messages. KMCT is not responsible for any such charges.

5.8 Authorised callers. Calls will be made by our admission office or by tele-calling partners engaged by us under written agreements that require them to protect your Personal Data, contact you only for the purposes in Clause 5.2, and stop contacting you when you opt out. **KMCT will never ask you for your OTP, UPI PIN, bank password or card CVV over a call, message or email.** Any person who does so is not acting for us — please report it immediately to the contact in Clause 22.

6. Call Recording and Quality Monitoring

6.1 Calls made to you or received from you by our admission office or our authorised tele-calling partners may be recorded and stored for training, quality assurance, dispute resolution, record-keeping and regulatory compliance purposes.

7. Withdrawing Consent and Opting Out

7.1 You may withdraw your consent to be contacted, in whole or in respect of any particular channel, at any time and free of charge. Withdrawal of consent is as easy as giving it.

7.2 You may opt out by any of the following means:

- telling the caller during any call that you do not wish to be contacted further;
- replying **STOP** to any SMS or WhatsApp message received from us;
- clicking the **unsubscribe** link contained in any email we send you; or

7.3 We will action your opt-out request and update our systems and those of our tele-calling partners. You may receive messages already queued before your request was processed; we apologise in advance for any such overlap.

7.4 Withdrawal of consent will not affect the lawfulness of any contact made before the withdrawal. If you withdraw consent while an application is in progress, we may still need to contact you regarding that application; if you do not wish to receive even those communications, your application may not be capable of being processed further.

8. Accuracy of the Information You Provide

8.1 You agree to provide information that is true, accurate, current and complete, and to update it if it changes.

8.2 You agree not to submit another person's contact details without their knowledge and permission, and not to submit false, fictitious or randomly generated details. Submitting another person's details without authority may expose you to liability under applicable law, and you agree to indemnify us against any claim arising from such submission.

8.3 We are not responsible for failure to contact you, or for communications reaching an unintended recipient, where the details supplied to us were incorrect, incomplete, outdated or belonged to another person.

9. Admissions — No Guarantee; Information Is Indicative

9.1 An enquiry, a registration, a counselling session or the payment of any application or registration fee does not constitute an offer of admission and does not create any right to admission.

9.2 All admissions are subject to eligibility criteria, entrance examination and merit requirements, seat availability, reservation policies, and the rules, notifications and counselling procedures of the relevant University, the All India Council for Technical Education (AICTE), the National Medical Commission (NMC), the Indian Nursing Council (INC), the Bar Council of India, the Government of Kerala, the Commissioner for Entrance Examinations and any other applicable statutory, regulatory or affiliating authority.

9.3 Information published on the Website or shared during a call — including fee structures, course durations, intake capacity, placement statistics, scholarships, faculty details, rankings, accreditation status and facilities — is indicative and provided in good faith. It may change without notice and does not constitute a representation, warranty or contractual commitment. Statements made orally by a counsellor or caller do not override the official prospectus, the offer of admission or the regulations of the affiliating or regulatory authority.

9.4 No employee, counsellor, agent or partner of KMCT is authorised to promise or assure admission, a particular seat, a particular fee concession, a scholarship or a placement outcome. Please do not rely on any such assurance, and please report it to us.

10. Fees and Payments

10.1 Fees payable are those set out in the official fee notification of the relevant institution and the applicable regulatory or fee-regulatory authority. Any fee figure quoted on the Website, in an advertisement or during a call is indicative only.

10.2 Payments should be made only through the official payment channels notified by the institution. KMCT is not responsible for any amount paid to any unauthorised person, account or payment link.

10.3 Refunds, where applicable, are governed by our Refund Policy and by the refund norms prescribed by the relevant regulatory or affiliating authority.

11. Personal Data and Privacy

11.1 We process your Personal Data in accordance with our Privacy Policy and with the Digital Personal Data Protection Act, 2023 and the rules made thereunder, the Information Technology Act, 2000 and the rules made thereunder, and other applicable law.

11.2 The notice provided to you at the point of collection, together with our Privacy Policy, sets out the Personal Data we collect, the purposes for which it is processed, the manner in which you may exercise your rights, and the manner in which you may complain to the Data Protection Board of India.

11.3 As a Data Principal you have the right to seek access to a summary of the Personal Data we hold about you and the processing activities undertaken, to seek correction, completion, updating or erasure of your Personal Data, to nominate another person to exercise your rights in the event of death or incapacity, and to a readily available grievance redressal mechanism. Requests may be made to the contact given in Clause 22.

11.4 We share your Personal Data only with our constituent institutions, our authorised tele-calling, counselling, hosting, CRM, analytics and communication service providers, and with regulatory, affiliating and examination authorities where required. Service providers are bound by contract to process the data only on our instructions and to apply reasonable security safeguards.

11.5 We apply reasonable security safeguards to protect your Personal Data. No method of transmission or storage is, however, completely secure, and we cannot guarantee absolute security.

12. Advertising Platforms, Cookies and Tracking

12.1 We advertise on third-party platforms including Meta and Google and use their measurement and audience tools (for example the Meta Pixel and Conversions API, Google Ads conversion tags, Google Analytics and similar technologies) on the Website. These tools may set cookies or similar identifiers and may transmit information about your interaction with the Website to those platforms, who process it as independent controllers under their own terms.

12.2 We may use hashed contact information to create custom or similar audiences, and to measure and optimise campaign performance, where permitted by law and by the platform's terms.

12.3 You may manage cookies through our cookie banner and through your browser settings, and may manage ad personalisation through the settings offered by the relevant platform.

12.4 The Website may contain links to third-party websites. We do not control and are not responsible for their content, practices or policies.

13. Intellectual Property

13.1 All content on the Website — including the KMCT name, logo, marks, text, graphics, photographs, videos, course material, brochures, layout and software — is owned by or licensed to KMCT and is protected by applicable intellectual property law.

13.2 You may view, download and print Website content for your personal, non-commercial use in connection with an admission enquiry. Any other use — including reproduction, republication, modification, distribution, framing, scraping or commercial exploitation — requires our prior written permission.

14. Prohibited Conduct

14.1 You agree not to:

- use the Website for any unlawful purpose or in breach of any applicable law;
- impersonate any person, or misrepresent your affiliation with any person or institution;

- submit automated, bulk, bot-generated or spam enquiries, or use scripts, scrapers or crawlers on the Website without permission;
- attempt to gain unauthorised access to the Website, its servers, databases or any connected system, or to introduce any virus, malware or harmful code;
- interfere with the proper functioning of the Website or place an unreasonable load on its infrastructure; or
- abuse, threaten or harass our staff, counsellors or callers.

15. Disclaimers

15.1 The Website and its content are provided on an “as is” and “as available” basis, without warranty of any kind, express or implied, including as to accuracy, completeness, merchantability, fitness for a particular purpose or non-infringement.

15.2 We do not warrant that the Website will be uninterrupted, timely, error-free or free of viruses or other harmful components, and we may suspend, withdraw or restrict all or part of the Website without notice.

16. Limitation of Liability

16.1 To the maximum extent permitted by law, KMCT, its institutions, trustees, officers, employees, counsellors and partners shall not be liable for any indirect, incidental, special, consequential or punitive loss, or for any loss of opportunity, admission, seat, savings, data or reputation, arising out of or in connection with your use of the Website, any communication made to you, or any reliance on information published on the Website or shared during a call.

16.2 Nothing in these Terms excludes or limits any liability that cannot be excluded or limited under applicable law.

17. Indemnity

17.1 You agree to indemnify and hold harmless KMCT, its institutions and their respective trustees, officers, employees and authorised partners against any claim, demand, loss, damage, cost or expense (including reasonable legal fees) arising out of your breach of these Terms, your submission of another person's details without authority, your submission of false or misleading information, or your violation of any applicable law or third-party right.

18. Suspension

18.1 We may, without notice, restrict or block access to the Website, or decline to process an enquiry or application, where we reasonably believe these Terms have been breached or where required by law.

19. Force Majeure

19.1 We shall not be liable for any failure or delay in performance caused by events beyond our reasonable control, including natural disasters, epidemics, floods, strikes, civil unrest, failure of telecommunication or internet services, power failure, cyber-attack, or any order of a government, regulatory or judicial authority.

20. Changes to These Terms

20.1 We may amend these Terms from time to time. The amended Terms take effect when published on the Website with a revised “Last updated” date. Your continued use of the Website, or your continued engagement

with us after such publication, constitutes acceptance of the amended Terms. We encourage you to review this page periodically.

21. Governing Law and Jurisdiction

21.1 These Terms are governed by and construed in accordance with the laws of India.

22. Grievance Redressal and Contact

22.1 If you have any question, concern or complaint — including about a call or message you have received from us, or about your Personal Data — please contact our Grievance Officer, appointed under the Information Technology Act, 2000 and the rules made thereunder and responsible for grievances under the Digital Personal Data Protection Act, 2023:

Grievance Officer / Data Protection Contact

Name: Jithin V V

Designation: General Manager (Coordination)

KMCT Corporate Office

KMCT Medical College Campus,

Mukkom, Kozhikode, Kerala-673602

Email: info@kmct.org

Working hours: Monday to Saturday, 9:30 a.m. to 5:00 p.m. IST

22.2 If you are not satisfied with our response on a Personal Data matter, you may complain to the Data Protection Board of India in the manner prescribed under the Digital Personal Data Protection Act, 2023 and the rules made thereunder.

23. Severability and Entire Agreement

23.1 If any provision of these Terms is held invalid or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect.

23.2 These Terms, together with the Privacy Policy, Cookie Policy and Refund Policy, constitute the entire agreement between you and KMCT in relation to the Website and supersede any prior understanding on the subject.

23.3 Our failure to enforce any provision of these Terms shall not constitute a waiver of that provision.