

Terms & Conditions

Please read the following terms and conditions very carefully as your use of service is subject to your acceptance of and compliance with the following terms and conditions ("Terms").

Privacy

Please review our Privacy Policy, which also governs your visit to Krish Musical's Website, to understand our practices. The personal information /data provided to us by you during the course of usage of Krish Musicals Website will be treated as strictly confidential and in accordance with the Privacy Policy and applicable laws and regulations. If you object to your information being transferred or used, please do not use the website.

Your User Account

Certain sections of, or offerings from, the Site may require you to register. If registration is requested, you agree to provide us with accurate, complete registration information. Your registration must be done using your real name and accurate information. Each registration is for your personal use only and not on behalf of any other person or entity. We do not permit (a) any other person using the registered sections under your name; or (b) access through a single name being made available to multiple users on a network. You are responsible for preventing such unauthorized use.

Communications

When You use the Website or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

Access to Krish Musicals Website

We will do our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

Limited User

The User agrees and undertakes not to reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website. Limited reproduction and copying of the content of the Website is permitted provided that Krish Musical's name is stated as the source and prior written permission of Krish Musicals is sought. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is not permitted.

User Conduct and Rules:

You agree and undertake that when using a Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;

Conduct or forward surveys, contests, pyramid schemes or chain letters;
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;

Any information provided by you on this site shall not be misleading in any way.

User Warranty and Representation:

The user guarantees, warrants, and certifies that you are the owner of the content which you submit or otherwise authorized to use the content and that the content does not infringe upon the property rights, intellectual property rights or other rights of others.

Promotions, Discounts and Coupons:

Krish Musicals reserves the right to offer the discounts/promotional offers to any Krish Musicals customer of its own choice and shall not be held liable to any customer for not offering the same. The discounts/offers have been made available at the sole discretion of Krish Musicals and are subject to change / amendment / modification from time to time. Krish Musicals at its sole discretion, may at any time discontinue the discounts/offers without assigning any reasons or without any prior intimation whatsoever.

The participation in discounts/offers is entirely voluntary and it is understood that the participation by the customer shall be deemed to have been made on a voluntary basis. All disputes are subject to the exclusive jurisdiction of the competent courts/tribunals of Chennai, Tamil Nadu, India.

Intellectual Property Rights:

Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, Krish Musicals owns all Intellectual Property Rights to and into the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, trademarks, trade names, service marks, designs, know-how, trade secrets and inventions (whether patentable or not), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks. You acknowledge and agree that you shall not use, reproduce or distribute any content from the Website belonging to Krish Musicals Website without obtaining authorization from Krish Musicals

Notwithstanding the foregoing, it is expressly clarified that you will retain ownership and shall solely be responsible for any content that you provide or upload when using any Service, including any text, data, information, images, photographs, music, sound, video or any other material which you may upload, transmit or store when making use of our various Service. However, with regard to the product customization Service (as against other Services like blogs and forums) you expressly agree that by uploading and posting content on to the Website for public viewing and reproduction/use of your content by third party users, you accept the User whereby you grant a non-exclusive license for the use of the same.

Links To Third Party Sites:

The Website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Krish Musicals or the Website and Krish Musicals is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Krish Musicals is not responsible for any form of transmission, whatsoever, received by you from any Linked Site. Krish Musicals is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Krish Musicals or the Website of the Linked Sites or any association with its operators or owners including the legal heirs or assigns thereof. The users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.

Disclaimer Of Warranties/Limitation Of Liability:

We have endeavoured to ensure that all the information on the Website is correct, but We neither warrants nor make any representations regarding the quality, accuracy or completeness of any data, information, product or Service. In no event shall We be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the Services; (b) unauthorized access to or alteration of the user's transmissions or data; (c) any other matter relating to the services; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Website or Service. Neither shall We be responsible for the delay or inability to use the Website or related services, the provision of or failure to provide Services, or for any information, software, products, services and related graphics obtained through the Website, or otherwise arising out of the use of the website, whether based on contract, tort, negligence, strict liability or otherwise. Further, We shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplanned suspension of access to the website that may occur due to technical reasons or for any reason beyond our control. The user understands and agrees that any material and/or data downloaded or otherwise obtained through the Website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material and/or data.

Indemnification:

You agree to indemnify, defend and hold harmless Krish Musicals from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Krish Musicals that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these Terms.

Pricing:

Prices for products are described on our Website and are incorporated into these Terms by reference. All prices are in Indian Rupees. Prices, products and Services may change at Krish Musicals discretion.

Refunds for payments made online:

Due to limitations imposed by the payment gateways, any order for which payment was made via online payment gateways can be processed for direct credit of any refund only once in its lifetime. As such, once an order has received a refund via direct credit through its banking partner, Krish Musicals will process any subsequent refunds (if any) only via Krish Musicals.

Termination:

We may suspend or terminate your use of the Website or any Service if it believes, in its sole and absolute discretion that you have breached a term of these Terms.

If you or Krish Musicals terminates your use of the Website or any Service, Krish Musicals may delete any content or other materials relating to your use of the Service and Krish Musicals will have no liability to you or any third party for doing so.

You shall be liable to pay for any Service or product that you have already ordered till the time of Termination by either party whatsoever. Further, you shall be entitled to your royalty payments as per the User License Agreement that has or is legally deemed accrued to you

Governing Law:

These terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to

the exclusive jurisdiction of the courts at Chennai, Tamil Nadu, India.

Severability:

If any provision of the Terms is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of these Terms shall continue to be in full force and effect.

General Conditions

We reserve the right to modify or terminate the service for any reason, without notice at any time.

We reserve the right to alter these Terms of Use at any time. If the alterations constitute a material change to the Terms of Use, we will notify you via internet mail or call. What constitutes a "material change" will be determined at our sole discretion, in good faith and using common sense and reasonable judgement.

We reserve the right to refuse service to anyone for any reason at any time.

We reserve the right to force forfeiture of any username that becomes inactive, violates trademark, or may mislead other users.

We may, but have no obligation to, remove Content and accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use.

We reserve the right to reclaim usernames on behalf of businesses or individuals that hold legal claim or trademark on those usernames.