

# **TERMS AND CONDITIONS & PRIVACY POLICIES**

## **1. Terms of Service**

### **1.1 General Terms**

This document is an electronic record published in accordance with Rule 3 of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, read with the Information Technology Act, 2000. It does not require any physical or digital signatures.

These Terms and Conditions ("Terms") constitute a legal agreement between You and Muzik Skill House ("Company", "we", "us", "our"). These Terms govern Your access to and use of Muzik Skill House services, including online music courses, tutorials, digital products, and other related services ("Services"). By using our website and services, You agree to be bound by these Terms. If You do not agree, You must immediately discontinue use of the Services.

Muzik Skill House reserves the right to modify these Terms at any time. Updated Terms will be effective upon posting on our website. Your continued use of the Services signifies Your acceptance of the revised Terms.

### **1.2 License to Use**

1. Unless otherwise stated, Muzik Skill House and/or its licensors own the intellectual property rights for all material on Muzik Skill House. All intellectual property rights are reserved.
2. You may view and/or print pages from the website for personal use, subject to restrictions set in these Terms.
3. You shall not reproduce, distribute, modify, create derivative works from, or reverse engineer any aspect of the Services without prior written permission.
4. Any commercial use of our Services must be subject to a separate agreement with Muzik Skill House.

### **1.3 Usage of Services**

1. You must be at least 18 years old to use our Services or have parental consent if you are a minor.
2. You are responsible for maintaining the confidentiality of Your login credentials and account details. You will be held accountable for all activities under Your account.
3. You agree to provide accurate and up-to-date information when registering for our Services. Failure to do so may result in account suspension or termination.
4. The Company reserves the right to suspend or terminate access if any misuse, fraudulent activity, or breach of these Terms is detected.

#### 1.4 Limitation of Liability

1. Muzik Skill House provides its Services on an "as is" and "as available" basis without warranties of any kind.
2. We are not responsible for any direct, indirect, incidental, or consequential damages arising from Your use of the Services.
3. The Company is not liable for technical failures, service interruptions, or unauthorized access to user accounts.

#### 1.5 Termination

1. The Company reserves the right to terminate or suspend access to the Services at its sole discretion if any breach of Terms occurs.
2. Upon termination, You must cease using the Services immediately. Any outstanding payments remain due.

## **2. Refund and Shipping Policy**

#### 2.1 Refund Policy (Digital Courses and Instruments)

1. Fees paid for our Services are generally non-refundable.
2. Refunds may be granted only under exceptional circumstances such as technical issues preventing access to purchased courses.
3. Requests for refunds must be submitted within 7 days of purchase with a valid reason and proof of issue.
4. Approved refunds will be processed within 10 business days.
5. The Company reserves the right to refuse refunds if misuse or violation of Terms is detected.
6. Courses or products purchased during promotional offers or discounts are non-refundable.

#### 2.2 Shipping Policy (Digital Courses and Instruments)

1. All digital courses and downloadable content will be delivered via email or platform access immediately upon successful payment.
2. Physical instruments, if provided with a course, will be shipped within 5-10 business days after confirmation of payment.
3. Customers will receive a tracking ID for shipped instruments.
4. Muzik Skill House is not responsible for delays caused by third-party couriers.
5. If the product is damaged upon arrival, customers must report it within 48 hours for replacement or refund consideration.

6. Customers are responsible for providing the correct shipping address; Muzik Skill House is not liable for non-delivery due to incorrect details provided.

### **3. Privacy Policy**

#### **3.1 Data Collection and Usage**

1. Your use of our website is also governed by our Privacy Policy, which explains how we collect, use, and protect your personal information.
2. We collect personal information such as name, email, phone number, and payment details to provide our Services efficiently.
3. We do not sell or rent personal information to third parties.
4. Muzik Skill House may collect and store information regarding the use of the Services for analytics, improvements, and security monitoring.

#### **3.2 Security Measures**

1. We implement security measures to protect user data, but we do not guarantee absolute security.
2. Users can request deletion of their personal information by contacting our support team.
3. Muzik Skill House may store data for internal analytics and improvements.
4. We may use cookies and tracking technologies to improve user experience and gather analytics data.

#### **3.3 Third-Party Links and Services**

1. Our platform may contain links to third-party websites. We are not responsible for the content or policies of these websites.
2. Your interaction with third-party content is at Your own risk, and Muzik Skill House will not be liable for any loss incurred.
3. Muzik Skill House may integrate with third-party payment providers, and by using our Services, you agree to their terms as well.

## **4. Governing Law and Dispute Resolution**

1. These Terms shall be governed by and construed in accordance with the laws of India.
2. Any dispute arising from these Terms shall be subject to the exclusive jurisdiction of courts in India.
3. Muzik Skill House reserves the right to resolve disputes internally before escalating to legal proceedings.
4. Any claim must be filed within one (1) year of the occurrence or be permanently barred.
5. Arbitration may be used for dispute resolution, as per the Arbitration and Conciliation Act, 1996, and shall take place in India.

## **5. Indemnification**

1. You agree to indemnify, defend, and hold harmless Muzik Skill House from any claims, liabilities, and damages arising from:
  - Your use or attempted use of the Services in violation of these Terms.
  - Your violation of any law or rights of a third party.
  - Any claim of intellectual property infringement due to content shared by You.

## **6. Contact Information**

For any questions regarding these Terms, please contact us at:

Email: muzikskillhouse@gmail.com

Phone: +91 7383465464

By using our Services, You acknowledge that You have read, understood, and agreed to be bound by these Terms and Conditions.