

Website Terms of Use »

Please read this document carefully

<https://www.digitalstudio.in/website-terms-of-use.html>

Welcome to www.digitalstudio.in (the “**Website**” / “**Site**”), operated by Digital Studio, a sole proprietary concern having address at C-703, Balaji Tower, Vashi Sector 30A, Navi Mumbai - 400 703 (hereinafter referred to as the “**Company**”, “**we**” or “**us**”).

ACCEPTANCE OF TERMS OF USE »

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of DIGITALSTUDIO.IN, including any content, functionality and services offered on or through DIGITALSTUDIO.IN, whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our **Privacy Policy**, incorporated herein by reference. If you do not want to agree to these Terms of Use including the agreements incorporated by reference herein, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

YOUR ACCESS OR USE OF THE SITE OR SERVICE SHALL MEAN THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS. By accessing or using this Site or Services you also represent that you have the legal authority as per applicable law (including but not limited to age requirement) to accept the Terms on behalf of yourself and/or any other person you represent in connection with your use of the Site or Services. If you do not agree to the Terms, you are not authorized to use the Site or Services.

CHANGES TO THE TERMS OF USE »

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

PRIVACY »

Your use of the Website is also subject to the Company's **Privacy Policy**. Please review our **Privacy Policy**, which also governs the Website and informs users of our data collection practices. Your agreement to the **Privacy Policy** is hereby incorporated into these Terms of Use.

ACCESSING THE WEBSITE AND ACCOUNT SECURITY »

We reserve the right to withdraw or amend this Website and any service or material we provide on the Website in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website and any resources downloaded from the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our **Privacy Policy**, and you consent to all actions we take with respect to your information consistent with our **Privacy Policy**.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

LICENSE TO USE WEBSITE »

You are granted a non-exclusive, non-transferable, revocable license to access and view the Website and the resources available for viewing from the Website strictly in accordance with these Terms of Use.

Unless otherwise stated, the Company and/or its licensors and/or its clients own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved. You may only view the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

1. republish material from this website (including republication on another website);
2. print pages or other content without the Company's express written consent;
3. sell, rent or sub-license material from the website;
4. show any material from the website in public;
5. reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
6. edit or otherwise modify any material on the website; or
7. redistribute material from this website except for content specifically and expressly made available for redistribution.

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without the Company's express written consent. You must not use this website to transmit or send unsolicited commercial communications. You must not use this website for any purposes related to marketing without the Company's express written consent.

FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY »

The information contained on this Website and the resources available for download through this Website are for **educational and informational purposes only**. The information contained on this Website and the resources available for download through this Website is not intended as, and shall not be understood or construed as professional advice of any form.

ACCURACY AND PERSONAL RESPONSIBILITY »

We have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information, but we cannot guarantee the accuracy of the information. Neither the Company nor any of its owners or employees shall be held liable or responsible for any errors or omissions on this Website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

By using this Website, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Website or the resources available for download from this Website. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended on this Website.

NO GUARANTEES AS TO RESULTS »

You agree that the Company has not made any guarantees about the results of taking any action, whether recommended on this Website or not. The Company provides educational and informational resources that are intended to help users understand the Company. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others – whether clients of the Company or otherwise – applying the principles set out in this Website are no guarantee that you or any other person or entity will be able to obtain similar results.

EMAIL AND OTHER ELECTRONIC COMMUNICATIONS »

Visiting the Website or sending emails to the Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

We would be pleased to communicate with you by e-mail, and there are various places on this Website that provide you the ability to send an electronic communication to the Company. Any such email or other electronic communication, however, does not create a business relationship or any contractual relationship. As set forth more fully in our [Privacy Policy](#), we will take reasonable steps to ensure that any communications remain confidential.

USE OF COMMUNICATION SERVICES

The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, blog comment sections and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “Communication Services”), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights

of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; 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, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The Company reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself in any Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized the Company spokespersons, and their views do not necessarily reflect those of the Company.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

MATERIALS PROVIDED TO THE WEBSITE »

The Company does not claim ownership of the materials you provide to the Website (including feedback and suggestions) or post, upload, input or submit to any Website or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing, or submitting your Submission you are granting the Company, our affiliated companies, and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. The Company is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company's sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

LINKS TO THIRD PARTY WEBSITES AND SERVICES »

The Website may contain links to other Websites (“Linked Websites”). The Linked Websites are not under the control of the Company and the Company is not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the Website or any association with its operators.

Certain services made available via the Website are delivered by third-party Websites and organizations. By using any product, service, or functionality originating from the Website, you hereby acknowledge and consent that the Company may share such information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service or functionality on behalf of the Website’s users and customers.

NO WARRANTIES »

The Company makes no warranties regarding the performance or operation of this website. The Company further makes no representations or warranties of any kind, express or implied, as to the information, contents, materials, documents, programs, products, books, or services included on or through this website. To the fullest extent permissible under the law, the Company disclaims all warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.

LIMITATION OF LIABILITY »

You agree to absolve the Company of any and all liability or loss that you or any person or entity associated with you may suffer or incur as a result of use of the information contained on this website and/or the resources you may download from this website. You agree that the company shall not be liable to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of this website.

The information, software, products, and services included in or available through the website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. The Company and/or its suppliers may make improvements and/or changes in the website at any time.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the website for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided “as is” without warranty or condition of any kind. The company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever 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, with 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, even if the company or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the website.

INDEMNIFICATION »

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of your use of or inability to use the Website or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

TERMINATION AND ACCESS RESTRICTION »

The Company reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, and you hereby consent to resolve any and all disputes arising under or related to this Website or the Terms of Use as per the terms set out herein. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

NO JOINT VENTURE OR OTHER RELATIONSHIP »

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of the Website. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by the Company with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

APPLICABLE LAW »

These Terms are governed by and construed in accordance with, the laws of India without giving effect to principles of conflict of law. In the event of any dispute or claim by you against the Company, you agree to submit to the exclusive jurisdiction of courts at Mumbai.

SURVIVAL »

Rights and obligations under the Terms which by their nature should survive will remain in full effect after termination or expiration of the subscription.

NON WAIVER »

Any express waiver or failure to exercise promptly any right under this agreement will not create a continuing waiver or any expectation of non-enforcement.

ENTIRE AGREEMENT »

These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

CONTACT US »

The Company welcomes your questions or comments regarding the Terms:

Digital Studio

Email Address: contact@digitalstudio.in

Effective as of: **01 April, 2009**

Last Updated: **17 September, 2019**