

TERMS & CONDITIONS

Terms & Conditions ["this document"] is an electronic record within the definition of section 2(t) of the Information Technology Act,2000. The rules laid down below in this document are in accordance with the laws prevalent in India, and is published in accordance with the provisions of rule 3(1) of the Information Technology (Intermediaries guideline) Rule, 2011 that requires publishing of Privacy Policy, Terms & Conditions and other rules and regulations for access or usage of www.rohanschoolofmusic.com ["Rohan School of Music"]

1. TERMS OF ACCEPTANCE:

1.1 This Terms and Conditions ("Terms & Conditions") is made to regulate www.rohanschoolofmusic.com ["Rohan School of Music"]. It is advised to carefully read the Terms & Conditions before availing our services. In case you don't accept/agree to our Terms & Conditions kindly abstain from using our services. By availing our services or merely using our website you shall be contracting with www.rohanschoolofmusic.com ["Rohan School of Music"] and shall be giving your consent to this Terms & Condition (including but not limited to Privacy policy) as posted in this website, This document shall be deemed as a legally binding agreement between Rohan School of Music["RSM"] ["we", "us", "our"] and you["user", "you", "your"].

1.2 Rohan School of Music["RSM"] provides a dynamic online teaching platform which provides unique one on one sessions by professional faculties, with specialization in performance and music theory, we also provide range of courses in western classical music catering to different proficiency levels and preferences.

1.3 This document defines your legal rights, duties and obligations including but not limited to governing jurisdiction, ways in which dispute shall be resolved, notices and other clauses stipulated in this document.

1.4 IT WILL BE DEEMED THAT YOU HAVE CAREFULLY READ AND UNDERSTOOD THE TERMS & CONDITIONS STIPULATED HEREIN, AND HAVE GIVEN YOUR CONSENT TO THE SAME, THIS WEBSITE SHALL BE USED BY YOU IN STRICT INTERPRETATION AND ACCEPTANCE OF THIS TERMS & CONDITIONS STIPULATED HEREIN.

2. DEFINITION:

2.1. Document: means the detailed outline of Terms & Conditions laid down in this website i.e. www.rohanschoolofmusic.com ["Rohan School of Music"] which shall include agreement as amended, supplemented, varied or replaced on intervals.

2.2 SNS: stands for social networking site such as but not limited to YouTube, WhatsApp, Facebook, etc.

2.3 Material: means text, graphics, music, audio, video, other contents.

2.4 Course/s: Includes the services offered by Rohan School of Music [RSM] but not limited to Piano, violin, keyboard.

2.5 Instructor/s: a guide who shall be responsible for guidance, mentorship and your overall development in the course you have enrolled.

2.6 Enrollment Fee: One time payment made by the user at the time of availing services from Rohan School of Music["RSM"].

3. LANGUAGE:

The language in which this document is constructed is English.

4. ELIGIBILITY FOR MEMBERSHIP

4.1 Use of the Website is available only to those persons who can enter into legally binding contracts as per the provisions of the Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, undischarged insolvents and persons of unsound mind i.e. persons who are incompetent to enter into a contract as per Indian Contract Act, 1872, are not eligible to use the Website. Any person under the age of eighteen(18+) shall not register on the Website and shall not transact on or use the Website. If a minor wishes to use or transact on the Website, such use or transaction may be made by the minor's legal guardian or parents on the Website.

4.2 RSM reserves the right to terminate any person's membership and/or refuse to provide such person with access to the Website if it is brought to RSM's notice or if it is discovered that such person is not eligible to use the Website. Regardless of any reason whatsoever, the Website will not be available for any person whose membership has been suspended or terminated by RSM.

5. SERVICES

5.1 The instructor is supposed to undertake online classes as scheduled by it. The instructor shall at all times take all reasonable steps required to be contactable via mobile or any other device the instructor deems fit.

5.2 The class will generally be of 45 minutes to 1 hour, it maybe novated at the consent of both the parties.

5.3 Rohan School of Music[RSM] offers three courses i.e. Piano, violin, Keyboard which is broadly classified into three categories i.e. Beginner, Intermediate, Advance.

6. REGISTRATION

6.1 To avail our services, you need to register with us. By entering your name, contact information and requirements through "Contact Us", you register yourself with us.

6.2 That the registration process in terms of this section is absolutely a voluntary process that you shall out of your own free will engage in.

6.3 You shall represent and warrant that any information provided by you shall be true, current, and accurate. RSM shall not be responsible to verify any information provided by you. When providing any information for the purposes of this section refrain from:

6.3.1 Providing false name, contact details or any other information.

6.3.2 Providing a false name, contact details or any other information for the purposes of impersonating a third person.

6.3.3 Providing a false name, contact details or any other information that may be deemed as offensive, vulgar, obscene or in bad taste to a reasonable man.

6.4 RSM reserves the right to suspend or terminate its services to you at any point of time if the information provided during the registration process or thereafter proves to be false, inaccurate, or misleading.

6.3 In case you wish to change/modify any information provided by you, the same shall be duly communicated with us and the same will be updated in our database accordingly.

7. PAYMENT

7.1 Payments made to us shall be via Payment Gateways or Bank Transfer or Unified Payments Interface (UPI).

7.2 Payment of Enrolment Fee and Session Fee, both are payments for the purposes of this document.

7.3 We take utmost care while working with third party payment providers, however, we do not control their operations and hence shall not be held responsible for any fault at their end. We shall not be responsible for any loss or damage incurred by you owing to failure or cancellation of any transaction.

7.4 You expressly hereby agree that we shall not be responsible or held liable for any breach of privacy or security of the data. If any breach shall take place the dispute shall be between you and third party, we shall not be held liable or be issued a notice for the same. IT IS RECOMMENDED, to be strictly vigilant while disclosing personal information with your transaction partner. Please do not disclose your bank and account details to anyone through our website or to any individual whom you have met through our website. We do not store debit or credit card details or any other banking information with us.

7.5 RSM reserves the right to change or alter the third party engaged for payment at any point of time without any reservation whatsoever.

8. NO REFUND

8.1 Any payment made to us for our services shall be non-refundable at any given point of time.

8.2 You hereby expressly agree to not place any claim of refund, none whatsoever once payment or part of the payment for our services have been made to us. Even in case you wish to discontinue any service, or you are of the opinion that you are dissatisfied with the service, there shall never be a claim of refund.

9. NON-SOLICITATION

It is hereby agreed by the user that the user either directly or indirectly, for self or on behalf of any person shall not solicit, accept, or facilitate the acceptance of, or deal with the instructor/s (defined hereinabove) or custom of any person, firm or company associated with the instructor/s in relation to services or similar as provided by RSM during the tenure of this agreement and within Six (6) months from the date of termination (defined hereinbelow) of this agreement.

10. COMMUNICATION

10.1 It is strongly advised to the users to not share personal contact information on the Website save and except in the required field as and when permitted on the Website.

10.2 RSM shall not be liable for the contents or implications of any communication made or received by the user/s privately to/from other user/s or any other person/s whom the user/s has/have come across through our platform.

11. CONFIDENTIALITY

11.1 Any and all the information/documents shared or divulged to the user by RSM shall be treated as confidential.

11.2 The user hereby agrees to not share/divulge the abovementioned information/documents with any unauthorised person or on public domain.

11.3 RSM reserves the right to take legal recourse not limited to claiming damages against anyone and everyone who shall not maintain the confidentiality of the abovementioned information/documents.

12. COVENANTS OF THE USER

12.1 We provide you a non-transferable, non-exclusive license to avail our services only for personal and non-commercial use. We reserve the right to terminate your use of services if we have reason to believe that your use of our services is not personal or non-commercial.

12.2 You hereby agree that:

12.2.1 You shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit our services provided to you.

12.2.2 You shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of our services provided to you.

12.2.3 Except as expressly stated herein, no part of our services provided to you may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means.

12.2.4 You shall not use this Website or avail our services to defame, abuse, harass, threaten or otherwise violate the rights of others, including, without limitation, others' privacy rights or rights of publicity, impersonate any person or entity or use any fraudulent, misleading or inaccurate email address or other contact information, restrict or inhibit any other user from using our Website by means of "hacking" or defacing any portion our Website or by other means and violate any applicable laws or regulations.

12.3 You shall be restricted to use or avail this Website or our services in terms of the provisions which are either expressly or impliedly impugned by this document, including and not limiting to the provisions of law in force.

13. REVIEW AND FEEDBACK

13.1 We encourage reviews, suggestions, and feedbacks from its users for betterment for our services.

13.2 Any comment, review, suggestion, and feedback offered in connection to your use of our Website and perusal of our services shall be and remain our property. RSM shall be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display, and distribute any comment, review, suggestion, and feedback for any purpose that RSM deems fit. This entitlement shall be without restriction and without compensation to you.

13.3 You agree to grant us the right to use the name that is submitted with the comment, review, suggestion, and feedback. RSM shall not take any responsibility of the comment, review,

suggestion, and feedback provided by you and you agree to indemnify us and our affiliates for all claims resulting from any comment, review, suggestion, and feedback submitted by you.

13.4 You hereby agree that your comment, review, suggestion, and feedback shall not contain libellous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam". RSM reserves the right to terminate the use of the User or take appropriate legal recourse or both in case of violation of this section.

14. TERMINATION

14.1 You may stop using our services any time with prior intimation and this agreement shall cease to obligate RSM and you from that point of time.

14.2 In certain circumstances it may be necessary for us to terminate part or all of our services, terminate this document, block your account or access, or ban you as a user.

14.3 We reserve the right to suspend or end the services at any time, with or without cause, and with or without notice. Even after your use and participation are banned, blocked or otherwise suspended, this document will remain in effect to the extent it protects the rights of RSM.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 All intellectual property rights in all texts, programs, products, processes, technology, content, and other materials (collectively, the "Contents") which appear in this Website belong to either RSM or its authorised suppliers and licensors as applicable. Any use including copying or storing the Contents in whole or part other than personal or non-commercial use thereof is strictly prohibited without our prior expressed consent. All software used on this Website is the property of our website or its suppliers and protected by laws of India. The compilation (meaning the collection, arrangement, and assembly) of all Contents on this Website is the exclusive property of our website and is also protected by laws of India.

15.2 All names, logos, slogans and related to services on this Website are trademarks of RSM and any infringement thereof shall attract relevant legal consequences. All other names, logos, slogans and related products and services which are not the intellectual property of RSM are intellectual property of their respective companies. RSM does not grant any license in connection to any Content or material contained in this Website and access to this website shall not be construed as an authorisation to use any name, logo, slogan, mark and related products and services in any manner. All images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this Website or eventually shared with you are intended solely for personal, non-commercial use.

15.3 RSM reserves the right to terminate its services to any user who is found to be an infringer.

15.4 If you post pictures of yourself or post logo of our company, you hereby agree to grant us a non-exclusive license to use the logo or pictures for the purposes to promote and advertise our services.

15.5 We respect the intellectual property rights of others, therefore, please inform us through 'Contact Us' if you notice any unlawful material or activity on our Website or any material or activity that is in conflict with any provision of this document.

15.6 In case you believe your copyright has been infringed upon by us then please furnish us with the following information:

15.6.1 Credible proof of infringement which shall constitute the copyrighted work that has been infringed upon, the name and signature of the owner of the copyright and the identification of content or sufficient information to identify the content that is causing the infringement.

15.6.2 A written statement in describing the infringement under the hand and seal of the authorised copyright owner or his/her agent.

15.7 RSM reserves the right to remove the infringing Content at our sole discretion without any prior intimation whatsoever and without any liability towards the right holder.

16. COPYRIGHT INFRINGEMENT NOTIFICATION:

16.1 Rohan School of Music ["RSM"] endeavours to educate its students with quality music and in doing so, RSM at times use music of different genres/artists for the purpose of teaching its students and other people directly associated with RSM, giving them due acknowledgment. However, if you in good faith believe that you are the true copyright owner of the composition and that your copyright is infringed please drop a email to staytunedwithrsm@gmail.com, along with an detail statement stating i) that you are the true copyright owner and with reason to believe that it is your original work and, ii) you have a good faith belief that use of the copyrighted materials is not authorized by the copyright owner, any agent of the copyright owner, or the law.

16.2 False filing of claim of copyright is an offence which would be taken seriously by RSM, in the event of a false copyright infringement claim RSM may claim for damages or file a suit of perjury against you. However, if we find that the claim of the copyright owner is made in good faith and is genuine we shall remove the content from the website, no questions asked.

17. INDEMNIFICATION:

17.1 Notwithstanding anything to the contrary, you hereby undertake to indemnify and keep indemnified its director, employees and agents, if any, against all claims, demands, damages, penalties, costs or expenses of any kind whatsoever, which may arise against or be incurred by you in connection with any action/omission on their part pursuant to or in connection with this Document and/or arising by an act, default or neglect of you or otherwise arising out of any breach of any of the provisions, undertakings, representations and warranties and covenants of this Agreement.

18. AMENDMENT:

18.1 Rohan School of Music ["RSM"] reserves right to modify or change this Terms & Conditions including but not limited to privacy policy, at any time without prior intimidation. You shall be liable to update yourself to such change. Your continued use of our website and availing our services shall signify your acceptance to such changes/modifications.

19. SEVERABILITY:

19.1 Each paragraph of this document shall remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise expressly indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this Terms & Conditions.

20. WAIVER:

No Failure to enforce any of its right by party shall constitute as waiver of such right.

21. FORCE MAJEURE:

21.1 In the event of fire, earth quake or any other natural calamities or Acts of God, then these services shall automatically stand determined and terminated without any liability whatsoever on the part of Rohan School of Music [RSM].

22. LIMITATION OF LIABILITY:

22.1 No party will be liable to the other party for any consequential, special, exemplary or punitive damages (including but not limited to damages for loss of data, revenue, and/ or profits), whether foreseeable or unforeseeable, arising out of this agreement regardless of whether the liability is based on breach of contract, breach of warranties, strict liability and even if the part has been advised of the possibility of those damages.

23. NON - PUBLICITY:

23.1 Each party agrees not to disclose the existence or contents of this agreement to any third party without the prior written consent of the other party except:

- (i) To its advisors, attorney's or auditors who have a need to know such information;
- (ii) as required by law or a court order;
- (iii) as required in connection with the reorganization of the company, or its merger into any other company, or the sale by a party of all or substantially all of its properties or asset.
- (iv) as may be required in connection with the enforcement of this agreement.

24. JURISDICTION:

Only the Courts having territorial jurisdiction over Rohan School of Music and/or the High Court at Calcutta shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this document or connected therewith.

25. DISPUTE RESOLUTION:

25.1 Any Dispute arising out of this document shall be settled by the parties through friendly negotiation or mediation.

25.2 If no settlement can be reached through negotiation or mediation the dispute shall be resolved by a sole arbitrator mutually agreed to/ by the parties and as per the procedure mentioned therein in The Arbitration and Conciliation Act, 1996.

25.3 The arbitration proceedings will be conducted in English Language in Calcutta.

25.4 The arbitral award shall be final and binding on the parties.

25.5. Each party shall bear its own costs and expenses of conducting the arbitration.

26. PRIVACY POLICY

We ask that you review the terms of our [Privacy Policy](#), so that you are aware of how we collect and use your information.

27. CONTACT US:

If you have any questions or concerns regarding this document, you should contact us vide email address: staytunedwithrsm@gmail.com.

