

Welcome to **www.indiacast.com** ("Site"), an entertainment-oriented site currently managed by IndiaCast Media Distribution Private Limited ("IndiaCast").

These terms and conditions ("Terms") are the terms and conditions on which we make the Site available to you. By accessing and using these sites you agree to be bound by these Terms. If you do not accept them, please do not use the Site.

These Terms do not apply to other IndiaCast's sites and we recommend that you review the privacy policies and terms and conditions on any such sites that you visit.

This particular site may not have all of the features discussed in these Terms. Additional terms and conditions may also apply to particular services offered on this Site. Such additional terms and conditions may be found at the place where the service is offered, but are expressly included in these Terms with the exception of terms and conditions applying to competitions.

The web is an evolving medium; we reserve the right to modify, change or otherwise alter the Terms any time, in our sole discretion, without prior notice. Such changes and/or modifications shall become effective immediately upon being posted/published on the Site / herein. Please review the Terms from time to time. Your continued use of the Site following the posting of changes and/or modifications will constitute Your acceptance of any revised Terms.

This document is an electronic record in terms of Information Technology Act, 2000 and Rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology (Amendment) Act, 2008. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of Site.

In this Terms, "User" refers to you, the person visiting, accessing and/or using our Site. All references to "You" and "Yours" shall mean the User. All references to the "Company", "We", "Us" and "Our" shall mean IndiaCast.

YOUR USE OF THE SITE

You agree that You will only use the Site in a manner that is consistent with these Terms and in such a way as to ensure compliance with all applicable laws and regulations.

You agree to indemnify, defend and hold harmless IndiaCast and its affiliates and associated companies and their officers, directors, employees, agents, licensors and suppliers, immediately on demand from and against any and all losses, expenses, damages and costs (including any administrative or technical charges or reasonable legal fees) resulting directly or indirectly from any use by You of the Site in breach of these Terms or any activity related to Your account or Your use of the Site, including negligent or wrongful conduct by You or any other person accessing the Site using Your account.

OUR INTELLECTUAL PROPERTY RIGHTS

The internet allows people throughout the world to share valuable information, ideas and creative works. To ensure continued open access to such materials, we all need to protect the rights of those who share their creations with us.

Although we make the Site freely accessible, we don't intend to give up our rights, or anyone else's rights, to the materials appearing on it. The materials available on the Site are and remain the property of IndiaCast and/or its licensors, and are protected by copyright, trademark and other intellectual property laws. You acquire no proprietary interest in any such rights or the Site. Furthermore, You may not remove or obscure the copyright notice or any other notices contained in the Site or anything retrieved or downloaded from it.

You are free to display and print for Your own personal, non-commercial use information You access or receive through the Site. But You may not otherwise copy, save, modify, reproduce or republish the Site or any of the software or other materials contained on Site without our express prior written permission (except to the extent necessarily required in order for You to use and navigate the Site). You shall not distribute, transmit or communicate to the public the Site or any materials found on it (including copies thereof) in any form (including by email or other electronic means) without our express prior written permission. You agree not to de-compile, reverse engineer, disassemble, rent, lease, loan, sub-license or create derivative works from the Site. Requests for permission to use the Site other than as set out above may be sent to the webmaster either by email or at the address below. Of course, You are free to encourage others to access the information themselves on the Site, and to tell them how to find it.

We don't want anyone to be confused as to which materials and services are provided by IndiaCast and which are not. You may not use any trademark or service mark appearing on the Site without the prior written consent of the owner of the mark.

LINKING AND FRAMING

We welcome links to the Site. You are free to establish a hypertext link to the Site provided that: (i) You give us prior notice in writing of any such link; (ii) You link only to the home page of the Site; (iii) You do not remove or obscure any advertisements, copyright notices or other notices on the Site; (iv) the link does not state or imply any sponsorship or endorsement of Your site by the Site or IndiaCast, and (v) You immediately stop providing any links to the Site on receipt of written notice from us. However, You must check the copyright notice on the homepage to which You wish to link to make sure that one of our content providers does not have its own policies regarding direct links to their content on our sites.

You may not frame any of the content of the Site, or incorporate into another website or other service any intellectual property of IndiaCast or any of its licensors or as otherwise contained the Site.

CHAT ROOMS, FORUMS AND OTHER MATERIALS POSTED BY YOU

IndiaCast wants to encourage an open exchange of information and ideas. But shall not review postings made in any chat rooms, forums and other public-posting areas on the Site. You can expect these areas to include information and opinions from a variety of individuals and organizations other than IndiaCast. We do not endorse or guarantee the accuracy, integrity or quality of any posting, regardless of whether the posting comes from a user, from a celebrity or ""expert"" guest, or from a member of our staff. There is no substitute for healthy skepticism and Your own good judgement.

Responsibility for what is posted in the chat rooms, forums and other public-posting areas on the Site lies with each user, You alone are responsible for material that You post.

By using the Site, You agree not to post or transmit any material that, in our judgment, is defamatory, abusive, obscene, threatening or unlawful in any way, or any material that infringes on the rights of others (including their intellectual property rights) or contains any virus or other computer programming routine which may interfere with or damage the Site or otherwise impinges on the ability of others to use or enjoy the same.

The chat rooms, forums and other public-posting areas on the Site are to be used in a non-commercial manner. You agree not to use the Site to advertise or to solicit anyone to buy or sell products or services, or to make donations of any kind.

You may elect not to have Your email address or other personal information displayed alongside Your posting. However, You are responsible for any personal information that You include as part of any posting.

If You are below 18 years, IndiaCast encourages You to get permission from Your parents before using the Site and posting or sending personal information about Yourself (such as your name or Your email address) to us or anyone else.

You may not permit any other person to access any features of the Site that may require registration using Your account. You warrant that all information provided by You when registering to use any chat room, forum or other public posting area on the Site is true and accurate in all respects.

By submitting material to the Site, You represent that You are the owner of such material, or are making Your submission with the express consent of the owner. Submitting material that is the property of another, without the consent of its owner, is not only a violation of these Terms, but may also subject You to legal liability for infringement of copyright, trademark or other intellectual property rights.

We reserve the right (but assume no obligation) to delete, move or edit any postings that come to our attention that we consider unacceptable or inappropriate, whether for legal or for any other reason. Furthermore, we reserve the right to deny access to anyone who we believe, in our sole discretion, has in any way breached these Terms or where we reasonably believe a user does not comply with any relevant age restrictions on the Site.

By submitting any material to any of our chat rooms, forums and/or other public-posting areas, You agree that we can use that material as we see fit and may reproduce, modify and/or distribute the same in any medium and for any purpose. You warrant that all moral rights in any material that You submit to us have been and are hereby waived.

From time to time, users may post their email addresses in our chat rooms, forums and other public-posting areas. You agree not to gather these email addresses for purposes of spamming, that is, sending unsolicited email.

COMPETITIONS

From time to time IndiaCast may launch competitions on the Site. In such a case, an independent and specific set of terms and conditions will apply and a link will be made available to such terms and conditions at the place where users enter the competition.

DISCLAIMER AND EXCLUSION OF LIABILITY

We work hard to make the Site interesting and enjoyable places, but we cannot guarantee that our users will always find everything to their liking. Please read this Disclaimer carefully before using the Site.

YOU AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. BECAUSE OF THE NUMBER OF POSSIBLE SOURCES OF INFORMATION AVAILABLE THROUGH THE SITE, AND THE INHERENT HAZARDS AND UNCERTAINTIES OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS, INACCURACIES OR OTHER PROBLEMS WITH SUCH INFORMATION. WHILST WE WILL ENDEAVOUR TO MAINTAIN THE SITE, WE CANNOT GUARANTEE THAT IT WILL ALWAYS BE FULLY OPERATIONAL OR ERROR-FREE. WE MAY CHANGE, RESTRICT ACCESS TO, SUSPEND OR DISCONTINUE THE SITE, OR ANY PART OF IT, AT ANY TIME.

THE MATERIAL THAT APPEARS ON THE SITE IS FOR INFORMATIONAL PURPOSES ONLY. DESPITE OUR EFFORTS TO PROVIDE USEFUL AND ACCURATE INFORMATION, ERRORS MAY APPEAR FROM TIME TO TIME. BEFORE YOU ACT ON INFORMATION YOU HAVE FOUND ON THE SITE, YOU SHOULD CONFIRM INDEPENDENTLY ANY FACTS THAT ARE IMPORTANT TO YOUR DECISION. INDIACAST AND ITS INFORMATION PROVIDERS MAKE NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS OR COMPLETENESS OF THE INFORMATION ON THE SITE. IF YOU RELY ON THE SITE OR ANY MATERIAL AVAILABLE THROUGH THE SITE, YOU DO SO AT YOUR OWN RISK.

THE SITE IS PROVIDED TO YOU AS IS, WITH ALL FAULTS, AND AS AVAILABLE. INDIACAST AND ITS AFFILIATES, ASSOCIATED COMPANIES, AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AVAILABLE THROUGH THE SITE, NOR DO THEY GUARANTEE THAT THE SITE WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE SITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR MATERIAL DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THE SITE.

UNDER NO CIRCUMSTANCES SHALL THE SITE, INDIACAST OR THEIR AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY, EXCEPT IN RESPECT OF DEATH OR PERSONAL INJURY ARISING FROM THEIR OWN NEGLIGENCE, FOR ANY CLAIMS, LOSSES, DEMANDS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE. THIS EXCLUSION SHALL APPLY TO ANY LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOSS OF CONTRACTS OR BUSINESS OPPORTUNITIES, INTERRUPTION OF SERVICES OR LOSS OF DATA, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT PREJUDICE TO THE FOREGOING, YOU AGREE THAT THE LIABILITY OF INDIACAST AND ITS AFFILIATES, ASSOCIATED COMPANIES, AGENTS AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE SITE (OTHER THAN FOR DEATH OR PERSONAL INJURY

ARISING OUT OF THEIR OWN NEGLIGENCE) SHALL NOT EXCEED THE AMOUNT YOU PAID TO INDIACAST FOR THE USE OF THE SITE.

INFORMATION FROM THE SITE

Without prejudice to the foregoing, we do not represent or endorse the accuracy or reliability of any information, advice, opinion, statement or other information displayed on the Site. You acknowledge that any reliance upon such information is at Your sole risk. We will not be responsible in any way for any damages You may suffer while relying on information available on the Site.

LINKS TO OTHER WEBSITES

From time to time we may provide, for Your convenience, links to other related / third party websites. We accept no responsibility for any of these web-sites. We will not be a party to any contract or transaction entered into by You with any such third party nor will You involve us in any way in any dispute between You and such third party. A link to another website does not constitute an endorsement of that site (nor of any product, service or other material offered on that site) by IndiaCast or its licensors.

We are not responsible for, and cannot guarantee the performance of, goods and services provided by advertisers on the Site or others to whose sites we link.

From time to time on the Site third parties appointed by IndiaCast may invite You to take part in a survey. When entering such a survey You acknowledge that You are leaving the Site. Even though we request that such third parties act in accordance with our commitments under our privacy policy, we do not endorse the site You are entering, nor are we responsible for the content or privacy practices associated with the survey. We recommend You read the privacy policy and terms and conditions of the website You are accessing. You acknowledge that such third parties will give IndiaCast feedback about the survey. Such feedback may contain personal information. You consent to our using such information in accordance with our privacy policy.

DATA PROTECTION AND PRIVACY POLICY

To obtain access to certain services on the Site, You may be given an opportunity to register with the Site. As part of any such registration process, You will be asked to input certain data (such as Your name, address etc.) and select a user name and a password. You must be at least 13 years old to access / register on the Site.

You warrant that all information You supply during any such registration process or otherwise on the Site will be accurate and complete and that You will not register under the name of, or attempt to enter the Site under the name of, any other person. IndiaCast reserves the right to reject or terminate any user name that, in its judgement, it deems offensive. You will be responsible for preserving the confidentiality of Your password and will notify IndiaCast of any known or suspected unauthorized use of Your account.

Please inform IndiaCast if there is a change in the information You have provided at the time of any registration, including any change of address or name, by returning to the registration screen and resubmitting an updated profile form.

By submitting personal information such as Your e-mail address or Your mobile phone number You agree to receive further commercial electronic messages from IndiaCast.

IndiaCast respects the privacy of our users. Please take a few minutes to review our Privacy Policy. By using the Site You agree to the collection and use of Your data in accordance with this Privacy Policy.

MINORS

All persons under the age of 18 must obtain the consent of their parents or legal guardian before using the Site.

MISCELLANEOUS

IndiaCast does its best to ensure that information we post to the Site is both timely and accurate. But the news changes over time and reports that were accurate when posted quickly become, well, old news. Though we may post follow-up reports, and may continue to provide access to the original report, as in an archive of news stories, for example, we don't go back and change the original report to reflect new developments. If You're looking for the most recent information on a given subject, and not the history of how the story unfolded, be sure You're not looking at an out-of-date report.

In the event that any part of these Terms is found to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of any other part of these Terms, which shall remain in full force and effect and shall be construed as if the invalid or unenforceable part were not part of these Terms.

These Terms shall be construed and interpreted in accordance with laws of India. By using the Site, You hereby consent to the exclusive jurisdiction of the courts in New Delhi in respect of all matters or disputes arising out of or relating to these Terms or any use of the Site.

COMMENTS AND COMPLAINTS

We hope You enjoy using the Site, and we welcome suggestions for improvements. If You would like to make any comment on any of the Site, or if You have a complaint to make, please contact: Puja.Rajadhyaksha@indiacast.com / Aanand.Iyer@indiacast.com

If You think there are any errors in any material You find on the Site, we invite You to bring this to our attention. Please forward a copy of the material which You believe to be incorrect to our Corporate Communications team, along with an explanation of Your reasons for believing it to be incorrect.