

SUBSCRIPTION TERMS AND CONDITIONS

If you do not agree with any part of these terms and conditions do not place an order. If you have any questions please contact our customer services team (Tel: +91 9716045455, email: info@guitarmonk.com)

1 **Contracting Party**

Your subscription contract will be fulfilled by Guitarmonk Entertainment Private Limited, a company registered under Registered Companies Act and Law @ New Delhi (INDIA). Guitarmonk is a renowned brand in the music industry with awards of service excellence and recognitions. Refer www.guitarmonk.com

2 **When the subscription contract is formed**

When you click "Subscribe" to submit your order on-line or you fax, email, post or telephone us with details of your order, you are making an offer to take out a subscription which if accepted by us, will result in a binding contract.

A legally binding contract is formed on the date we send you written confirmation of your order.

You will receive this written confirmation/email within 14 days of submitting your order and confirmation of payments. We will not be responsible if you fail to receive the written confirmation because you have supplied us with an incorrect postal address.

We reserve the right not to accept or process your order for any reason. All orders are subject to confirmation of payments.

3 **Right to refuse orders**

We reserve the right not to fulfill and to cancel orders:

3.1 In the event of obvious inaccuracies in prices, incomplete amount.

3.2 If we are unable to obtain payment or cheque get bounced.

4 **Delivery**

We will deliver the Albums to the address you notify to us when you place your order. Orders purchased as a gift before or on 9th of any month will start with the immediate next month cycle only. (For example if you place an order on 9th October, you will receive your first album in November only but if you place order on 10th October till 9th Nov, then your cycle will start from December)

Please allow up to six weeks for delivery. The Album will reach you on monthly basis. You agree that we will not be responsible for failure to deliver the albums if you have supplied us with an incorrect address. We reserve the right to dispose of incorrectly addressed envelopes and their contents without an obligation to refund you or any other person if they are returned to us and despite efforts to contact you we do not receive correct address details.

5 **Delay in delivery and non-delivery**

We will not be liable to you for any delay in delivery or non-delivery of albums in the following circumstances:

5.1 Where the issuer of your payment refuses to authorize payment to us;

5.2 where such delay or failure is due to circumstances beyond our control or the control of our sub-contractors and agents, including but not restricted to war, electricity power failure, utilities failure, failure of telecommunications links, failure of transport infrastructure, fire, flood, government act, act of God, legislative constraints, strikes, labor disputes or malicious damage involving employees.

6.1 **Cancellations and Refunds** - As the Guitarmonk Records is a defined concept and subsidized scheme for the subscribers, it doesn't imply any cancellation, refunds, and exchange policy for the users.

6.2 **Choice of Album** - As the Guitarmonk Records is a defined concept and scheme for the users. The scheme doesn't offer any particular album/style/genre/artist request at anytime. The albums gifts are sent as surprised gift and 'Choice of Album' will be at the sole discretion of Guitarmonk Records.

7 **Price Information**

Prices displayed on the subscriptions section of the website will prevail at all times in relation to orders placed on-line. Prices quoted on screen include delivery charges and taxes (where applicable).

Although we try to ensure that all prices are accurate, errors may occur. If we discover an error in the price of your order, we will inform you as soon as possible. You will have the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. We will refund you in full if you cancel the order and have already paid.

8 **Liability**

Our liability to you in the event of albums being lost in dispatch shall at our discretion, be limited only to replacement of the missing album.

To the extent permitted by law we exclude all other liability to you. Our exclusions of liability shall not apply to any damages arising from death or personal injury caused by our negligence or that of any of our employees or agents.

These Terms and Conditions do not and shall not affect your statutory rights as a consumer.

10 Third Party Rights

A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon any provision of them.

11 Use of Personal Information

We use the personal information (e.g. name, address, e-mail address, etc.) ("Personal Information") you supply to us in order to fulfill your subscription order.

On the online order form we will ask you about receiving details of any products or services you are interested in.

12 Variation

These terms and conditions are subject to change.

17 Overseas Subscriptions

All overseas subscriptions delivery terms and charges are variable as per the country applicable law and logistic concerns. If you are from a territory other than INDIA then you need to contact our customer care and supply us with your address information and mode of payment details. You can also submit the registration form for 'request'.

19 Subscription gifts.

(1) From time to time Guitarmonk Entertainment Private Limited will run subscription offers on its titles for new subscribers which may include incentive gifts. These gifts will not be available for albums delivered to overseas addresses.

(2) Subscriptions are subject to availability and strictly limited on a first come first serve basis or offer validity.

21 Governing Law and Jurisdiction

All jurisdictions will be held in Delhi (India) only.

22 Entire Agreement

These Terms and Conditions override any contrary terms or conditions published by us in relation to any order placed by you with us.

23 Queries

If you have any queries or comments about your subscription please contact our customer services team:

Telephone: + 91 9716045455 - lines are open Monday to Friday from 12:00 noon to 6:00pm (IST)

Email: info@guitarmonk.com