

Terms and Conditions for Kritin Digital Solutions Private Limited

1. Kritin Digital Solutions Private Limited

Kritin Digital Solutions Private Limited means the brand that **Kritin Digital Solutions Private Limited** (From hereon same can be referred as "Kritin Digital Solutions Private Limited", "Ours", "Our", "Us") has created. For the purpose of this document we will be referring **Kritin Digital Solutions Private Limited** to be the lead company under which **Kritin Digital Solutions Private Limited** is being developed and managed and will be developed and managed in near future or any other arrangement for **Kritin Digital Solutions Private Limited** that company or management may think fit for common benefit of the product, users, company or any other party associated with **Kritin Digital Solutions Private Limited**. As being lead company, collection of data will be carried out by Kritin Digital Solutions Private Limited since it holds the rights over **Kritin Digital Solutions Private Limited**.

2. Usage of Kritin Digital Solutions Private Limited

- Any person utilizing **Kritin Digital Solutions Private Limited** Platform (**Kritin Digital Solutions Private Limited** mobile Application, Web Application, Social Media Pages, Third Party Tools associated with Kritin Digital Solutions Private Limited or any other platform which is available to the user in general course of surfing on the internet or it is directly/ indirectly related to Kritin Digital Solutions Private Limited) for accessing the online information, contents, Statements, informative and database retrieval services, offered therein "**Kritin Digital Solutions Private Limited Services**" or participating in any event generated from application, being conducted on **Kritin Digital Solutions Private Limited** shall be bound by Terms and Conditions laid here further in, and all other rules, regulations and terms of use referred to herein or provided by Us in relation to any Our Services.
- **Kritin Digital Solutions Private Limited** shall be entitled to modify/ alter/ add/ remove a section(s) or a part of a section of these Terms and Conditions, by posting the same on **Kritin Digital Solutions Private Limited**. On using **Kritin Digital Solutions Private Limited** it will constitute that the User's is accepting Terms and Conditions, rules, regulations and terms of use referred to herein or provided by **Kritin Digital Solutions Private Limited** in relation to any **Kritin Digital Solutions Private Limited** Services, as may be amended from time to time. **Kritin Digital Solutions Private Limited** may also notify the User of any change or modification in these Terms and Conditions, rules, regulations and terms of use referred to herein or provided by **Kritin Digital Solutions Private Limited**, by way of sending an email to the User's registered email address or posting notifications in the User accounts. On gaining knowledge of modified Terms and Conditions a user can communicate their non-acceptance of such modified Terms and conditions through the means of communication a user might feel convenient to them. After having knowledge of the current modification in Terms and Conditions if a user does not exercise their option of non-acceptance within the time frame prescribed in the email or notification, the User will be deemed to have accepted the modified Terms and Conditions, rules, regulations and terms of use referred to herein or provided by **Kritin Digital Solutions Private Limited**.
- Certain **Kritin Digital Solutions Private Limited** Services being provided on **Kritin Digital Solutions Private Limited** may be subject to additional rules and regulations set down in that respect. To the extent that these Terms and Conditions are inconsistent with the additional conditions set down, the additional conditions shall prevail.
- **Kritin Digital Solutions Private Limited** may, at its sole and absolute discretion:
 - Restrict, suspend, or terminate any User's access to all or any part of **Kritin Digital Solutions Private Limited** or **Kritin Digital Solutions Private Limited** Services;
 - Add, change, suspend, or discontinue all or any part of the **Kritin Digital Solutions Private Limited** Services;
 - Reject, move, or remove any material that may be submitted by a User or Kritin Digital Solutions Private Limited out of their portal;
 - Deactivate or delete a User's account and all related information and files related to them;

- Establish general practices and limits concerning use of **Kritin Digital Solutions Private Limited**;
- Assign its rights and liabilities to all User accounts hereunder to any entity (post intimation of such assignment shall be sent to all Users to their registered email ids)
- In the event any User breaches, or **Kritin Digital Solutions Private Limited** reasonably believes that such User has breached these Terms and Conditions, or has illegally or improperly used **Kritin Digital Solutions Private Limited** or the **Kritin Digital Solutions Private Limited Services**, **Kritin Digital Solutions Private Limited** may, at its sole and absolute discretion, and without any notice to the User, restrict, suspend or terminate such User's access to all or any part of **Kritin Digital Solutions Private Limited** or the **Kritin Digital Solutions Private Limited Services**, deactivate or delete the User's account and all related information on the account, delete any content posted by the User on **Kritin Digital Solutions Private Limited** and further, take technical and legal steps as it deems necessary.
- If **Kritin Digital Solutions Private Limited** charges its Users a platform fee in respect of any **Kritin Digital Solutions Private Limited Services**, **Kritin Digital Solutions Private Limited** shall, without delay, repay such platform fee in the event of suspension or removal of the User's account or **Kritin Digital Solutions Private Limited Services** on account of any negligence or deficiency on the part of **Kritin Digital Solutions Private Limited**, but not if such suspension or removal is effected due to:
 - any breach or inadequate performance by the User of any of these Terms and Conditions; or
 - any circumstances beyond the reasonable control of **Kritin Digital Solutions Private Limited**.
- Users consent to receiving communications such as announcements, administrative messages and advertisements from **Kritin Digital Solutions Private Limited** or any of its partners, licensors or associates.

3. Intellectual Property

- **Kritin Digital Solutions Private Limited** includes a combination of content created by **Kritin Digital Solutions Private Limited**, its partners, licensors, associates and/ or Users. The intellectual property rights ("**Intellectual Property Rights**") in all software underlying **Kritin Digital Solutions Private Limited** and the **Kritin Digital Solutions Private Limited Services** and material published on **Kritin Digital Solutions Private Limited**, including (but not Limited to) software, advertisements, written content, photographs, graphics, images, illustrations, marks, logos, audio or video clippings and Flash animation, is owned by **Kritin Digital Solutions Private Limited**, its partners, licensors and/ or associates. Users may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or content on **Kritin Digital Solutions Private Limited** either in whole or in part without express written license from **Kritin Digital Solutions Private Limited**.
- Users cannot use any content, document, picture, statement, or any other item which is located on our portal. However a user can ask for permission to use any **Kritin Digital Solutions Private Limited** content in writing to us at our [Support Desk](#).
- Users are solely responsible for all materials (whether publicly posted or privately transmitted) that they upload, post, e-mail, transmit, or otherwise make available on **Kritin Digital Solutions Private Limited** ("**Users' Content**"). Each User represents and warrants that he/ she owns all Intellectual Property Rights in the User's Content and that no part of the User's Content infringes any third party rights. Users further confirm and undertake to not display or use of the names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights of any third party on **Kritin Digital Solutions Private Limited**. Users agree to indemnify and hold harmless **Kritin Digital Solutions Private Limited**, its directors, employees, affiliates and assigns against all costs, damages, loss and harm including towards litigation costs and counsel fees, in respect of any third party claims that may be initiated including for infringement of Intellectual Property Rights arising out of such display or use of the names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights on **Kritin Digital Solutions Private Limited**, by such User or through the User's commissions or omissions.
- Users hereby grant to **Kritin Digital Solutions Private Limited** and its affiliates, partners, licensors and associates a worldwide, irrevocable, royalty-free, non-exclusive, sub-licensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, and/or publish Users' Content for any of the following purposes:
 - displaying Users' Content on **Kritin Digital Solutions Private Limited**
 - distributing Users' Content, either electronically or via other media, to other Users seeking to download or otherwise acquire it, and/or
 - storing Users' Content in a remote database accessible by end users, for a charge.
 - This license shall apply to the distribution and the storage of Users' Content in any form, medium, or technology.
- All names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights on **Kritin Digital Solutions Private Limited**(s) belonging to any person (including User), entity or third party are recognized as proprietary to the

respective owners and any claims, controversy or issues against these names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights must be directly addressed to the respective parties under notice to **Kritin Digital Solutions Private Limited**.

4. Third Party Sites, Services and Products

- **Kritin Digital Solutions Private Limited** may contain links to other Internet sites owned and operated by third parties. Users' use of each of those sites is subject to the conditions, if any, posted by the sites. **Kritin Digital Solutions Private Limited** does not exercise control over any Internet sites apart from **Kritin Digital Solutions Private Limited** and all of its contents including contents, posts, photos and other links, and cannot be held responsible for any content residing in any third party Internet site. **Kritin Digital Solutions Private Limited** inclusion of third-party content or links to third-party Internet sites is not an endorsement by **Kritin Digital Solutions Private Limited** of such third-party Internet site.
- Users' correspondence, transactions or related activities with third parties, including payment providers and verification service providers, are solely between the User and that third party. Users' correspondence, transactions and usage of the services of such third party shall be subject to the terms and conditions, policies and other service terms adopted/ implemented by such third party, and the User shall be solely responsible for reviewing the same prior to transacting or availing of the services of such third party. User agrees that **Kritin Digital Solutions Private Limited** will not be responsible or liable for any loss or damage of any sort incurred as a result of any such transactions with third parties. Any questions, complaints, or claims related to any third party product or service should be directed to the appropriate vendor.
- **Kritin Digital Solutions Private Limited** contains content that is wholly created by **Kritin Digital Solutions Private Limited** as well as content provided by third parties. **Kritin Digital Solutions Private Limited** does not guarantee the accuracy, integrity, quality of the content provided by third parties and such content may not rely upon by the Users in utilizing the **Kritin Digital Solutions Private Limited** Services provided on **Kritin Digital Solutions Private Limited** including while participating in any of the events hosted on **Kritin Digital Solutions Private Limited**.

5. Privacy Policy

All information collected from Users, such as registration and credit/ Debit card information, is subject to **Kritin Digital Solutions Private Limited** Privacy Policy which is available at [Privacy Policy](#)

6. User Conduct

- Users agree to abide by these Terms and Conditions and all other rules, regulations and terms of use of the Website. In the event User does not abide by these Terms and Conditions and all other rules, regulations and terms of use, **Kritin Digital Solutions Private Limited** may, at its sole and absolute discretion, take necessary remedial action, including but not limited to:
 - restricting, suspending, or terminating any User's access to all or any part of **Kritin Digital Solutions Private Limited** Services;
 - Deactivating or deleting a User's account and all related information and files on the account.
- Users agree to provide true, accurate, current and complete information at the time of registration and at all other times (as required by **Kritin Digital Solutions Private Limited**). Users further agree to update and keep updated their registration information.
- A User shall not register or operate more than one User account with **Kritin Digital Solutions Private Limited**.
- Users agree to ensure that they can receive all communication from **Kritin Digital Solutions Private Limited** by marking e-mails from **Kritin Digital Solutions Private Limited** as part of their "safe senders" list. **Kritin Digital Solutions Private Limited** shall not be held liable if any e-mail remains unread by a User as a result of such e-mail getting delivered to the User's junk or spam folder.
- Any password issued by **Kritin Digital Solutions Private Limited** to a User may not be revealed to anyone else. Users may not use anyone else's password. Users are responsible for maintaining the confidentiality of their accounts and passwords. Users agree to immediately notify **Kritin Digital Solutions Private Limited** of any unauthorized use of their passwords or accounts or any other breach of security.

- Users agree to exit/log-out of their accounts at the end of each session. **Kritin Digital Solutions Private Limited** shall not be responsible for any loss or damage that may result if the User fails to comply with these requirements.
- Users agree not to use cheats, exploits, automation, software, bots, hacks or any unauthorized third party software designed to modify or interfere with **Kritin Digital Solutions Private Limited** Services and/or **Kritin Digital Solutions Private Limited** experience or assist in such activity.
- Users agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying **Kritin Digital Solutions Private Limited** or **Kritin Digital Solutions Private Limited** Services.
- Users agree that without **Kritin Digital Solutions Private Limited** express written consent, they shall not modify or cause to be modified any files or software that are part of **Kritin Digital Solutions Private Limited** Services.
- Users agree not to disrupt, overburden, or aid or assist in the disruption or overburdening of (a) any computer or server used to offer or support **Kritin Digital Solutions Private Limited** or the **Kritin Digital Solutions Private Limited** Services (each a "Server"); or (2) the enjoyment of **Kritin Digital Solutions Private Limited** Services by any other User or person.
- Users agree not to institute, assist or become involved in any type of attack, including without limitation to distribution of a virus, denial of service, or other attempts to disrupt **Kritin Digital Solutions Private Limited** Services or any other person's use or enjoyment of **Kritin Digital Solutions Private Limited** Services.
- Users shall not attempt to gain unauthorized access to the User accounts, Servers or networks connected to **Kritin Digital Solutions Private Limited** Services by any means other than the User interface provided by **Kritin Digital Solutions Private Limited**, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that underlies or is part of **Kritin Digital Solutions Private Limited** Services.
- Without limiting the foregoing, Users agree not to use **Kritin Digital Solutions Private Limited** for any of the following:
 - To engage in any obscene, offensive, indecent, racial, communal, anti-national, objectionable, defamatory or abusive action or communication;
 - To harass, stalk, threaten, or otherwise violate any legal rights of other individuals;
 - To publish, post, upload, e-mail, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content;
 - To Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, **Kritin Digital Solutions Private Limited**, any software, hardware, or telecommunications equipment;
 - To advertise, offer or sell any goods or services for any commercial purpose on **Kritin Digital Solutions Private Limited** without the express written consent of **Kritin Digital Solutions Private Limited**;
 - To Transmit content regarding services, products, surveys, events, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
 - To advertise, offer or sell any goods or services for any commercial purpose on **Kritin Digital Solutions Private Limited** without the express written consent of **Kritin Digital Solutions Private Limited**;
 - To Transmit content regarding services, products, surveys, events, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
 - To download any file, recompile or disassemble or otherwise affect our products that you know or reasonably should know cannot be legally obtained in such manner;
 - To falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
 - To restrict or inhibit any other user from using and enjoying any public area within our sites;
 - To collect or store personal information about other Users;
 - To interfere with or disrupt **Kritin Digital Solutions Private Limited**, servers, or networks;
 - To impersonate any person or entity, including, but not limited to, a representative of **Kritin Digital Solutions Private Limited**, or falsely state or otherwise misrepresent User's affiliation with a person or entity;
 - To forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through **Kritin Digital Solutions Private Limited** or to manipulate User's presence on **Kritin Digital Solutions Private Limited**(s);
 - To take any action that imposes an unreasonably or disproportionately large load on our infrastructure;

- To engage in any illegal activities. You agree to use our bulletin board services, chat areas, newsgroups, forums, communities and/or message or communication facilities (collectively, the "Forums") only to send and receive messages and material that are proper and related to that particular Forum.
- If a User chooses a username that, in **Kritin Digital Solutions Private Limited** considered opinion is obscene, indecent, abusive or that might subject **Kritin Digital Solutions Private Limited** to public disparagement or scorn, **Kritin Digital Solutions Private Limited** reserves the right, without prior notice to the User, to change such username and intimate the User or delete such username and posts from **Kritin Digital Solutions Private Limited**, deny such User access to **Kritin Digital Solutions Private Limited**, or any combination of these options.
- Unauthorized access to **Kritin Digital Solutions Private Limited** is a breach of these Terms and Conditions, and a violation of the law. Users agree not to access **Kritin Digital Solutions Private Limited** by any means other than through the interface that is provided by **Kritin Digital Solutions Private Limited** for use in accessing **Kritin Digital Solutions Private Limited**. Users agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of our sites, except those automated means that we have approved in advance and in writing.
- Use of **Kritin Digital Solutions Private Limited** is subject to existing laws and legal processes. Nothing contained in these Terms and Conditions shall limit **Kritin Digital Solutions Private Limited** right to comply with governmental, court, and law-enforcement requests or requirements relating to Users' use of **Kritin Digital Solutions Private Limited**.
- Users may reach out to **Kritin Digital Solutions Private Limited** through -
 - [Support desk](#)
- Persons below the age of eighteen (18) years are required to seek permission or consent from their parents or legal guardians before furnishing data, participating or entering on **Kritin Digital Solutions Private Limited** or the **Kritin Digital Solutions Private Limited** Services or inter alia, uploading pictures, being part, directly or indirectly, of any activity on **Kritin Digital Solutions Private Limited**. Entry to **Kritin Digital Solutions Private Limited** without consent from parent/s or legal guardian and consequent participation in any activity on **Kritin Digital Solutions Private Limited** Website is not permitted and such person is subject to disqualification at the sole and absolute discretion of **Kritin Digital Solutions Private Limited**, whenever it comes to the knowledge of **Kritin Digital Solutions Private Limited**.
- **Kritin Digital Solutions Private Limited** believes that parents should supervise their children's online activities and consider using parental control tools available from online services and software manufacturers that help provide a child-friendly online environment. These tools can also prevent children from disclosing online their name, address and other personal information without parental permission.
- **Kritin Digital Solutions Private Limited** may not be held responsible for any content contributed by Users on the **Kritin Digital Solutions Private Limited**.

7. Registration

- In order to register for application, Participants are required to accurately provide the following information:
 - First Name
 - Last Name
 - E-mail address
 - State and city of Residence
 - Date of birth
 - Business they are in
- Participants are also required to confirm that they have read, and shall abide by, these Terms and Conditions.
- Once the Participants have entered the above information on the sign up page, and clicked on the "Proceed" tab, and such Participants are above the age of 18 years, they are sent an email confirming their registration and containing their login information.

8. Eligibility

- Application is open only to persons above the age of 18 years.
- Application is open only to persons, currently residing in India.
- Persons who wish to participate must have a valid email address.

- Only those Participants who have successfully registered on the **Kritin Digital Solutions Private Limited** as well as registered prior to each round in accordance with the procedure outlined above shall be eligible to manage their account on Kritin Digital Solutions Private Limited.

9. Dispute and Dispute Resolution

- The courts of competent jurisdiction at Indore shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the **Kritin Digital Solutions Private Limited** Services provided by **Kritin Digital Solutions Private Limited**, the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the User(s) (including Participants) or **Kritin Digital Solutions Private Limited**, as well as the exclusive jurisdiction to grant interim or preliminary relief in case of any dispute referred to arbitration as given below. All such issues and questions shall be governed and construed in accordance with the laws of the Republic of India.
- In the event of any legal dispute (which may be a legal issue or question) which may arise, the party raising the dispute shall provide a written notification ("Notification") to the other party. On receipt of Notification, the parties shall first try to resolve the dispute through discussions. In the event that the parties are unable to resolve the dispute within fifteen (15) days of receipt of Notification, the dispute shall be settled by arbitration.
- The place of arbitration shall be Indore, India. All arbitration proceedings shall be conducted in English and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
- The arbitration award will be final and binding on the Parties, and each Party will bear its own costs of arbitration and equally share the fees of the arbitrator unless the arbitral tribunal decides otherwise. The arbitrator shall be entitled to pass interim orders and awards, including the orders for specific performance and such orders would be enforceable in competent courts. The arbitrator shall give a reasoned award.
- Nothing contained in these Terms and Conditions shall prevent **Kritin Digital Solutions Private Limited** from seeking and obtaining interim or permanent equitable or injunctive relief, or any other relief available to safeguard **Kritin Digital Solutions Private Limited** interest prior to, during or following the filing of arbitration proceedings or pending the execution of a decision or award in connection with any arbitration proceedings from any court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not constitute a waiver on the part of **Kritin Digital Solutions Private Limited** to pursue any remedy for monetary damages through the arbitration described herein.

10. Release and Limitations of Liability

- Users shall access the **Kritin Digital Solutions Private Limited** Services provided on **Kritin Digital Solutions Private Limited** voluntarily and at their own risk. **Kritin Digital Solutions Private Limited** shall, under no circumstances be held responsible or liable on account of any loss or damage sustained (including but not limited to any accident, injury, death, loss of property) by Users or any other person or entity during the course of access to the **Kritin Digital Solutions Private Limited** Services or as a result of acceptance of any prize.
- By entering the **Kritin Digital Solutions Private Limited** and accessing the **Kritin Digital Solutions Private Limited** Services provided therein, Users hereby release from and agree to indemnify **Kritin Digital Solutions Private Limited**, and/ or any of its directors, employees, partners, associates and licensors, from and against all liability, cost, loss or expense arising out their access to the **Kritin Digital Solutions Private Limited** Services including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission on their part, or otherwise.
- **Kritin Digital Solutions Private Limited** accepts no liability, whether jointly or severally, for any errors or omissions, whether on behalf of itself or third parties in relation to the prizes.
- Users shall be solely responsible for any consequences which may arise due to their access of **Kritin Digital Solutions Private Limited** Services by conducting an illegal act or due to non-conformity with these Terms and Conditions and other rules and regulations in relation to **Kritin Digital Solutions Private Limited** Services, including provision of incorrect address or other personal details. Users also undertake to indemnify **Kritin Digital Solutions Private Limited** and their respective officers, directors, employees and agents on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis for any loss/damage suffered by **Kritin Digital Solutions Private Limited** on account of such act on the part of the Users.

- Users shall indemnify, defend, and hold **Kritin Digital Solutions Private Limited** harmless from any third party/ entity/ organization claims arising from or related to such User's engagement with the **Kritin Digital Solutions Private Limited** or participation in any operation. In no event shall **Kritin Digital Solutions Private Limited** be liable to any User for acts or omissions arising out of or related to User's engagement with the **Kritin Digital Solutions Private Limited**.
- In consideration of **Kritin Digital Solutions Private Limited** allowing Users to access the **Kritin Digital Solutions Private Limited** Services hosted on the **Kritin Digital Solutions Private Limited**, to the maximum extent permitted by law, the Users waive and release each and every right or claim, all actions, causes of actions (present or future) each of them has or may have against **Kritin Digital Solutions Private Limited**, its respective agents, directors, officers, business associates, group companies, sponsors, employees, or representatives for all and any injuries, accidents, or mishaps (whether known or unknown) or (whether anticipated or unanticipated) arising out of the provision of **Kritin Digital Solutions Private Limited** Services.

11. Disclaimers

- To the extent permitted under law, neither **Kritin Digital Solutions Private Limited** nor its parent/ holding company, subsidiaries, affiliates, directors, officers, professional advisors, employees shall be responsible for the deletion, the failure to store, the mis-delivery, or the untimely delivery of any information or material.
- To the extent permitted under law, **Kritin Digital Solutions Private Limited** shall not be responsible for any harm resulting from downloading or accessing any information or material, the quality of servers, products, **Kritin Digital Solutions Private Limited** services or sites, cancellation of competition and prizes. **Kritin Digital Solutions Private Limited** disclaims any responsibility for, and if a User pays for access to one of **Kritin Digital Solutions Private Limited** Services the User will not be entitled to a refund as a result of, any inaccessibility that is caused by **Kritin Digital Solutions Private Limited** maintenance on the servers or the technology that underlies our sites, failures of **Kritin Digital Solutions Private Limited** service providers (including telecommunications, hosting, and power providers), computer viruses, natural disasters or other destruction or damage of our facilities, acts of nature, war, civil disturbance, or any other cause beyond our reasonable control. In addition, **Kritin Digital Solutions Private Limited** does not provide any warranty as to the content on the **Kritin Digital Solutions Private Limited**(s). **Kritin Digital Solutions Private Limited**(s) content is distributed on an "as is, as available" basis.
- Any material accessed, downloaded or otherwise obtained through **Kritin Digital Solutions Private Limited** is done at the User's discretion, competence, acceptance and risk, and the User will be solely responsible for any potential damage to User's computer system or loss of data that results from a User's download of any such material.
- **Kritin Digital Solutions Private Limited** shall make best endeavors to ensure that the **Kritin Digital Solutions Private Limited**(s) is error-free and secure, however, neither **Kritin Digital Solutions Private Limited** nor any of its partners, licensors or associates makes any warranty that:
 - the **Kritin Digital Solutions Private Limited**(s) will meet Users' requirements,
 - **Kritin Digital Solutions Private Limited**(s) will be uninterrupted, timely, secure, or error free
 - the results that may be obtained from the use of **Kritin Digital Solutions Private Limited**(s) will be accurate or reliable; and
 - the quality of any products, **Kritin Digital Solutions Private Limited** Services, information, or other material that Users purchase or obtain through **Kritin Digital Solutions Private Limited** will meet Users' expectations.
- In case **Kritin Digital Solutions Private Limited** discovers any error, including any error in the determination of Winners or in the transfer of amounts to a User's account, **Kritin Digital Solutions Private Limited** reserves the right (exercisable at its discretion) to rectify the error in such manner as it deems fit, including through a set-off of the erroneous payment from amounts due to the User or deduction from the User's account of the amount of erroneous payment. In case of exercise of remedies in accordance with this clause, **Kritin Digital Solutions Private Limited** agrees to notify the User of the error and of the exercise of the remedy (ies) to rectify the same.
- To the extent permitted under law, neither **Kritin Digital Solutions Private Limited** nor its partners, licensors or associates shall be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use of or inability to use our sites, even if we have been advised of the possibility of such damages.
- Any **Kritin Digital Solutions Private Limited** Services, events or Event(s) being hosted or provided, or intended to be hosted or provided by **Kritin Digital Solutions Private Limited** and requiring specific permission or authority from any statutory authority or any state or the central government, or the board of directors shall be deemed cancelled or terminated, if such permission or authority is either not obtained or denied either before or after the availability of the relevant **Kritin Digital Solutions Private Limited** Services, events or Event(s) are hosted or provided.

- To the extent permitted under law, in the event of suspension or closure of any Services, Users (including Participants) shall not be entitled to make any demands, claims, on any nature whatsoever.

12. Miscellaneous

- **Kritin Digital Solutions Private Limited** may be required under certain legislations, to notify User(s) of certain events. User(s) hereby acknowledge and consent that such notices will be effective upon **Kritin Digital Solutions Private Limited** posting them on the **Kritin Digital Solutions Private Limited** or delivering them to the User through the email address provided by the User at the time of registration. User(s) may update their email address by logging into their account on the **Kritin Digital Solutions Private Limited**. If they do not provide **Kritin Digital Solutions Private Limited** with accurate information, **Kritin Digital Solutions Private Limited** cannot be held liable for failure to notify the User.
- **Kritin Digital Solutions Private Limited** shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including but not limited to any failure to perform due to unforeseen circumstances or cause beyond **Kritin Digital Solutions Private Limited** control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor or materials or any cancellation of any cricket match to which an Event relates. In such circumstances, **Kritin Digital Solutions Private Limited** shall also be entitled to cancel any related Event(s) and to process an appropriate refund for all Participants.
- **Kritin Digital Solutions Private Limited** failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.
- Users agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the **Kritin Digital Solutions Private Limited** or these Terms must be filed within thirty (30) days of such claim or cause of action arising or be forever barred.
- These Terms and Conditions, including all terms, conditions, and policies that are incorporated herein by reference, constitute the entire agreement between the User(s) and **Kritin Digital Solutions Private Limited** and govern your use of the **Kritin Digital Solutions Private Limited**, superseding any prior agreements that any User may have with **Kritin Digital Solutions Private Limited**.
- If any part of these Terms and Conditions is determined to be indefinite, invalid, or otherwise unenforceable, the rest of these Terms and Conditions shall continue in full force.
- **Kritin Digital Solutions Private Limited** reserves the right to moderate, restrict or ban the use of the **Kritin Digital Solutions Private Limited**, specifically to any User, or generally, in accordance with **Kritin Digital Solutions Private Limited** policy/policies from time to time, at its sole and absolute discretion and without any notice.