

# Terms & Condition

[Home](#) > [Terms & Condition](#)

## Terms & Condition

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### **STARS N CELEBS:**

YOUR AFFIRMATIVE ACT OF USING STARS N CELEBS SIGNIFIES THAT YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS, YOU CONSENT TO THE INFORMATION PRACTICES DISCLOSED IN THE PRIVACY POLICY AND YOU CONSENT TO RECEIVE REQUIRED NOTICES AND TO TRANSACT WITH US ELECTRONICALLY. IF YOU DO NOT AGREE, DO NOT USE STARS N CELEBS.

### **1. ALTERATIONS TO THE TERMS AND CONDITIONS:**

We may change these Terms and Conditions at any time. You can review the most current version of these terms by clicking on the "Terms and Conditions" hypertext link located at the bottom of our web page. You are responsible for checking these terms periodically for changes. If you continue to use STARS N CELEBS after we post changes to these Terms and Conditions, you are signifying your acceptance of the new terms.

### **2. USERS:**

Certain enhanced services, such as e-mail or online calendars, are available only to registered users of STARS N CELEBS and require you to sign in with a screen name to use them. Your use of these enhanced services as a registered user of the STARS N CELEBS will be subject to the the Terms and Conditions for Use, Privacy Policy and Disclaimer.

### **3. ADDITIONAL TERMS:**

Certain areas of STARS N CELEBS, such as sites where you can upload or download files, may include usage guidelines and rules that will supplement these Terms and Conditions. By using those services on STARS N CELEBS, you agree to comply with such guidelines and rules.

### **4. ELECTRONIC DELIVERY POLICY AND YOUR CONSENT:**

You agree that we may provide to you required notices, agreements and other information concerning STARS N CELEBS electronically. We will post the notices on the home page of STARS N CELEBS or on the relevant web page of the applicable service. If you want to withdraw your consent to receive notices electronically, you must discontinue your use of STARS N CELEBS.

### **5. RIGHT TO CHANGE:**

We reserve the right to discontinue or change any service or feature on STARS N CELEBS at any time and without notice.

### **6. EQUIPMENTS AND EXPENSES:**

You must provide at your own expense the equipment and Internet connections that you will need to access and use STARS N CELEBS. You are solely responsible for any costs you incur to access STARS N CELEBS through any wireless or other communication service.

### **7. YOUR RESPONSIBILITIES/LIABILITIES:**

You may use STARS N CELEBS for lawful purposes only. You may not submit or transmit through STARS N CELEBS any material, or otherwise engage in any conduct that:

1. violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights;
2. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or contains explicit or graphic descriptions, or accounts of, sexual acts;
3. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
4. impersonates any person, business or entity, including STARS N CELEBS and its employees and agents;

5. contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
6. encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
7. violates these Terms and Conditions, guidelines or any policy posted on STARS N CELEBS, or interferes with the use of STARS N CELEBS by others.

You may not use STARS N CELEBS in any manner that could da age, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of STARS N CELEBS. You may not attempt to gain unauthorized access to any services, user accounts, computer systems or networks, through hacking, password mining or any other means. We may take any legal and technical remedies to or vent the violation of this provision and to enforce these Terms and Conditions.

#### **8. SPAM:**

You may not use STARS N CELEBS or any of our communication tools to transmit, directly or indirectly, any unsolicited bulk communications (including e-mails and instant messages). You may not harvest information about our users for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications. You may not induce or allow others to use STARS N CELEBS to violate the terms of this section. We may terminate your access or use of STARS N CELEBS immediately and take any other legal action if you, or anyone using your access to STARS N CELEBS, violates these provisions. We may take any technical remedies to prevent unsolicited bulk communications from entering, utilizing, or remaining with in our computer or communications networks.

#### **9. PROPRIETARY RIGHTS:**

We, our suppliers, and our users who lawfully post text, messages, information, software, images, audio and video ("Content") on STARS N CELEBS own the property rights to that Content. The Content is protected by international treaties, and by copyright, trademark, patent, and trade secret laws and other proprietary rights. For example, we own a copyright in the selection, organization, arrangement, and enhancement of the Content, as well as in our original Content. The look and feel of our color combinations, button shapes, and other graphical elements on STARS N CELEBS are our trademarks.

#### **10. LICENSE TO USE:**

You may use STARS N CELEBS and the Content offered on STARS N CELEBS only for personal, non- commercial purposes. You may use Content offered for downloading, such as photos and music, for personal use only and subject to the rules that accompany that particular Content. You may not use the Content in a manner that exceeds the rights granted for your use of the Content. You may not use any data mining, robots, or similar data gathering and extraction tools on the Content, frame any portion of STARS N CELEBS or Content, or reproduce, reprint, copy, store, publicly display, broadcast, transmit, modify,translate, port, publish, sublicense, assign, transfer, sell, loan, or otherwise distribute the Content without our prior written consent. You may not circumvent any mechanisms included in the Content for preventing the unauthorized reproduction or distribution of the Content.Visit our Copyright Permission Page for information on how you can request permission to reproduce certain Content from STARS N CELEBS.

#### **11. PUBLIC ACCESSIBLE CONTENT:**

Certain areas of STARS N CELEBS may allow you to post Content that can be accessed and viewed by others, including the public in general. You may only post Content to public areas on STARS N CELEBS that you created or that you have permission to post. You may not post Content that violates these Terms and Conditions. We do not claim ownership of any Content that you may post. However, by submitting Content to public areas of STARS N CELEBS, you grant us, our affiliates, and distributors the right to use, copy, display, perform, distribute, adapt and promote this Content in any medium.

#### **12. MONITOR:**

You agree that we are not liable for Content that is provided by others. We have no duty to pre-screen Content, but we have the right to refuse to post or to edit submitted Content. We reserve the right to remove Content for any reason, but we are not responsible for any failure or delay in removing such material.

#### **13. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT:**

We respect the intellectual property of others. If you believe that your work has been copied and is accessible on STARS N CELEBS in a way that constitutes copyright infringement, please contact us to report possible copyright infringement.

#### **14. HYPERLINKS:**

STARS N CELEBS may include links to third party websites, including links provided as automated search results. Some of these sites may contain materials that are objectionable, unlawful, or inaccurate. These links do not mean that we endorse these third party sites or services. You acknowledge and agree that we are not responsible or liable for any Content or other materials on these third party sites. Any dealings that you have with advertisers found on STARS N CELEBS are between you and the advertiser and you acknowledge and agree that we are not liable for any loss or claim you may have against an advertiser.

**15. USE OF SOFTWARE:**

We may make software available for you to download or use. Such software will be subject to the terms of the license agreement that accompanies it. If there is no license agreement presented to you with the software, then the following license, in addition to the other terms of these Terms and Conditions govern your use of such software. We grant you a personal, non-exclusive, non-transferable, limited license to install the software on any single computer. The software is protected by copyright and other intellectual property laws and treaties and is owned by us or our affiliates. You may not sell or redistribute the software. You may not incorporate it or any portion of it into another product. You may not reverse engineer, decompile, or disassemble the software or otherwise attempt to derive the source code (except where expressly permitted by law). You may not modify, adapt, or create derivative works from the software in any way or remove proprietary notices in the software. You agree to abide by all laws and regulations in effect regarding your use of the software. You may not authorize or assist any third party to do any of the things prohibited in this paragraph.

We may automatically check your version of the software and update it to improve its performance and capabilities. If you shut down the software during an automatic update or otherwise interfere with the installation of the update, the software may be damaged and/or cease to operate.

You agree to fully comply with all import and export laws, regulations, rules and orders

**16. DISCLAIMER OF WARRANTIES:**

We provide STARS N CELEBS "as is", "with all faults" and "as available." We make no express warranties or guarantees about STARS N CELEBS. TO THE EXTENT PERMITTED BY LAW, WE AND OUR SUPPLIERS AND AFFILIATES DISCLAIM IMPLIED WARRANTIES THAT STARS N CELEBS AND ALL SOFTWARE, CONTENT AND SERVICES DISTRIBUTED THROUGH STARS N CELEBS ARE MERCHANTABILITY, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT STARS N CELEBS WILL MEET YOUR REQUIREMENTS, IS ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF STARS N CELEBS, INCLUDING ANY SUPPORT SERVICES, WILL BE EFFECTIVE, RELIABLE, ACCURATE OR MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE STARS N CELEBS (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY STARS N CELEBS REPRESENTATIVE SHALL CREATE A WARRANTY.

**17. LIMITATION OF LIABILITY:**

YOUR EXCLUSIVE REMEDY REGARDING ANY SOFTWARE PROVIDED BY US SHALL BE THE REPLACEMENT OF ANY SUCH SOFTWARE FOUND TO BE DEFECTIVE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OTHER DISPUTE WITH US IS TO DISCONTINUE YOUR USE OF STARS N CELEBS. IN NO EVENT SHALL OUR LIABILITY, OR THE LIABILITY OF OUR AFFILIATES AND OUR SUPPLIERS FOR ANY AND ALL CLAIMS RELATING TO THE USE OF STARS N CELEBS EXCEED THE TOTAL AMOUNT OF SERVICE FEES, IF ANY, THAT YOU PAID US DURING A ONE-YEAR PERIOD FOR THE SPECIFIC SERVICE AT ISSUE.

WE, OUR AFFILIATES, AND OUR SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON STARS N CELEBS. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY, AND THE LIABILITY OF OUR AFFILIATES AND SUPPLIERS, SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

**18. INDEMNIFICATION:**

Upon a request by us, you agree to defend, indemnify, and hold harmless us and our affiliated companies, and our respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of STARS N CELEBS. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

**19. INTERNATIONAL USE:**

We make no representation that Content on STARS N CELEBS is appropriate or available for use in locations outside India, and accessing it from territories where the Content is illegal is prohibited. If you choose to access STARS N CELEBS from a location outside India, you do so on your own initiative and you are responsible for compliance with local laws.

**20. RESOLVING DISPUTES:**

You agree that any claim or dispute between you and STARS N CELEBS that arises in whole or in part from the website [www.balajitelefilms.com](http://www.balajitelefilms.com) and shall be decided exclusively by a court of competent jurisdiction located in Mumbai, India. You and STARS N CELEBS shall be bound to submit all disputes howsoever arising out of or in connection with the use of the website [www.balajitelefilms.com](http://www.balajitelefilms.com) to arbitration to one (1) arbitrator nominated and appointed by STARS N CELEBS. The arbitration shall in all matters be governed by the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Mumbai, India. The language to be used in the arbitration proceedings shall be English. The award of the arbitration proceedings will be final and binding on both you and STARS N CELEBS to the extent permissible in law.

**21. SEVERABILITY:**

This contract and any supplemental terms, policies, rules and guidelines posted on STARS N CELEBS constitute the entire agreement between you

and us and supersede all previous written or oral agreements. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

## 22. TERMINATION:

Your right to use STARS N CELEBS automatically terminates if you violate these Terms and Conditions or any rules or guidelines posted in connection with STARS N CELEBS. We also reserve the right, in our sole discretion, to terminate your access to all or part of STARS N CELEBS, for any reason, with or without notice.

## 23. Refund & Cancellation

In case the customer lodges a request to cancel his/ her subscription within 24 hours of availing of the service then the company would refund his /her within 3 to 5 working days.

StarsnCelebs

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