

Refund and Cancellation Policy

This Refund and Cancellation Policy explains the policy of PDL's Website (hereinafter "the Website") with respect to the refunds and cancellations, if any, of any licenses acquired or Services availed on the Website for which you may have made a payment to PDL.

Please read this Refund and Cancellation Policy carefully and in conjunction with the Terms of Use. If you do not understand this policy, or do not accept any part of it, then you should not use the Website, as the case may be. Your use and/or continued use of the Website, as the case may be amounts to an express consent to the terms of this Refund and Cancellation Policy well as the Terms of Use.

This Refund and Cancellation Policy forms part and parcel of the Terms of Use for the Services and shall be read as a whole. Capitalized terms used here, but undefined, shall have the same meaning as attributed to them in the Terms of Use.

1. No liability in connection with payment transaction:

- 1.1 The Website has no liability in connection with the payment transaction made using a third party Payment Gateway of an authorized Payment Processor. The user agrees and acknowledges that the sole responsibility of ensuring the accuracy and completeness of any data, information or detail provided by the user in course of making any payment to PDL shall vest with the user and not with PDL.
- 1.2 The only responsibility of the Website is to facilitate the payment transaction and provide a link to a trusted Payment Gateway.
- 1.3 All payments made shall be deemed to be final unless otherwise required by law and/or approved for a refund in accordance with this policy.

2. Duty to Notify us:

- 2.1 If any customer believes that an unauthorized or otherwise problematic transaction has taken place under their account, they agree to notify us immediately, so that we may take the matter up with the Payment Processor to prevent financial loss.
- 2.2 Unless the customer submits the claim to us within 48 hours after the transaction, they would be deemed to have waived, to the fullest extent permitted by law, all claims against us arising out of or otherwise related to the handling or facilitation of the payment transaction.

3. Intervention by us:

- 3.1 PDL may intervene in disputes concerning payments made through the Payment Processor on the Website by a user but we have no obligation to do so.

4. Cancellation of License and Full Refund:

- 4.1 Subject to what is stated in Clause 4.2 below, you may cancel your license availed on our Website and seek a refund in one of the following ways -
 - (a) In case the payment made by you is in excess of the license fee charged from you, you may apply for a refund of such excess amount by writing to us at info@mnmindia.org and upon review, we will refund the excess amount within 7-15 working days thereafter.

- (b) In case of a double payment made by you, you may apply for a refund of such excess amount by writing to us at info@mnmindia.org and upon review of your request, we will refund the said excess amount within 7 - 15 working days thereafter.
 - (c) In case you believe the payment has been made by error or under a bona fide mistake, you may apply for a cancellation of the license and claim a refund of the amount paid by you by writing to us at info@mnmindia.org within 7 days of making such payment and upon review of your request we may refund up to 50% of the amount paid by you at our sole discretion within 7 - 15 working days thereafter. However it is clarified that only one such request shall be permitted per account in any given year. It is further clarified that PDL shall be entitled to deduct and/or adjust any amounts which in its sole discretion is liable to be paid by you for any use made by you of the PDL Content during such period.
 - (d) In case any of the PDL Content licensed to you is withheld or not made available on account of any bona fide legal issue in respect thereof, you may apply for a cancellation of the license and claim a refund of the amount paid by you by writing to us at info@mnmindia.org and upon review of your request we may refund up to 50% of the amount paid by you at our sole discretion within 7 - 15 working days thereafter. However, it is clarified that PDL shall be entitled to deduct and/or adjust any amounts which in its sole discretion is liable to be paid by you for any use of the PDL Content made by you during such period.
- 4.2 The aforesaid refund shall be subject to any applicable taxes, governmental charges, cess, duties, bank charges, convenience charges etc. that may be payable and/or may have already been paid or deposited in relation to the license granted in your favour.
- 4.3 No request for cancellation of license or refund shall be entertained beyond the above-mentioned timelines and for any other reason whatsoever.
- 5. Our right to cancel:**
- 5.1 PDL may cancel any transaction if it believes the transaction violates these Terms or the Terms of Service, or if PDL believes doing so may prevent financial loss.
- 6. Refund Process:**
- 6.1 If a licensee contacts us with respect to a specified license within the limitation period as described above, we may issue refunds as a service to the licensee, in accordance with our usual business practice by writing to us at info@mnmindia.org, in accordance with Clause 4 hereinabove.
- 6.2 For any refund that is issued specifically under Clause 4(d), the Label Member who has supplied the copyrighted content for which refund is sought will grant us a credit in an amount equal to their portion of the Sales Revenue for the applicable transactions. If a licensee contacts a Label Member directly, with respect to the licensed content and seeks a refund or other adjustment directly from such a member, the Label Member will refer such licensee to us, and also authorizes us to, on their behalf, determine and calculate the amount of all refunds and adjustments or other amounts to be paid by them to such licensees.
- 6.3 PDL will not recognise or acknowledge any payments and/or refunds that may be made by any of its Label Members directly or indirectly in relation to any license granted by PDL on its website.

6.4 All payment to licensees in connection with their transactions will be routed through us. We will provide the refund payments to the applicable licensee (which may or may not be in the same payment form originally used to obtain the license). We may deduct all amounts refunded from the Sales Revenue prior the transmission to member or otherwise seek reimbursement from the member for all refunds.

7. Disclaimer

7.1 You agree and acknowledge that the sole liability of PDL under the refund and cancellation policy shall be to issue refunds in the manner and to the extent expressly set out in clause 4 hereinabove and not beyond.

7.2 You further agree and acknowledge that PDL shall not be responsible for any losses, expenses, costs, damages or any other amounts that may be incurred by you in relation to the non-exploitation of any of the PDL Contents on account of any such cancellation of the license for any reason whatsoever.

7.3 You hereby expressly disclaim and waive any claims against PDL or any of its members, officials, directors, agents, representatives in relation to any liability whether for any losses, expenses, costs, damages or otherwise that may be incurred by you in relation to the non-exploitation of any of the PDL Contents on account of any such cancellation of the license for any reason whatsoever

7.4 You shall not use, exploit or access any of the PDL contents in any manner whatsoever after the expiry and/or cancellation or termination of the license granted to you by PDL.

8. Miscellaneous

8.1 All other terms and conditions not expressly stated herein but otherwise stated under the terms of service, including but not limited to terms pertaining to the termination, jurisdiction, choice of law etc. shall apply to this Refunds and Cancellation policy