

# Terms & Conditions of Use

These terms and conditions ("**Terms & Conditions of Use**") apply to Your use of this Website (the "**Website**") and form a legal agreement between you the user ("**You/Your/User**") and Universal Music India Private Limited ("**Universal/Our/We**"). It grants You certain rights and imposes certain obligations on You in connection with Your use of the Website. These Terms & Conditions of Use and any document expressly referred to in them constitute the whole agreement between us. You should read these Terms & Conditions of Use carefully.

## GENERAL

These Terms & Conditions of Use, together with the documents referred to herein, explain the terms and conditions that apply to Your use of the Website, its content and any of its related subdomains. By choosing to access and use the Website, You are accepting and agreeing to be bound by these Terms & Conditions of Use. If You do not agree with these Terms & Conditions of Use You should not use the Website.

The Website will be made available to You free of charge in consideration of Your acceptance of these Terms & Conditions of Use. We reserve the right to change these Terms & Conditions of Use at any time, without providing You with any notice. It is Your responsibility to check them regularly or each time before You use the Website.

You expressly agree that use of the Website and related services is at Your sole risk. The Website, Materials (as defined below) and related services are provided on an "as is" and "as available" basis. Universal makes no representations or warranties with regard to the Website or any Materials therein, whether express or implied, arising by law or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose or non-infringement or any implied warranty arising out of course of performance, course of dealing or usage of trade.

Access to the Website site is permitted on a temporary basis and We do not guarantee that the Website site, or any Materials, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons at any time.

If any provision of these Terms & Conditions of Use is held to be invalid or unenforceable, the remaining provisions shall continue to be enforced. Universal's failure to act with respect to a breach by You or others does not waive its right to act with respect to subsequent or similar breaches.

## USER CONDUCT

You should not take any action which may corrupt, damage or impair the availability, accessibility and performance of the Website. You should not use our Website in any way which is illegal, unlawful, fraudulent, harmful, libellous, obscene or threatening. You should not post otherwise objectionable information of any kind, in any area of the Website including on message boards and in Webchat areas.

Universal considers as constituting objectionable information any information which constitutes or encourages the breach of any intellectual property right including copyright whether such right is owned by Universal or any third party.

You may not link our Website to any other Websites without our prior written permission. We expressly reserve the right to revoke any right which We grant to link to the Website, including for breach of any of these Terms & Conditions of Use and to take any appropriate action.

We may take legal action if We discover any unauthorised use or misappropriation, misuse or infringement of our content, Website functionality, look and feel of the Website or taking any action to impair the goodwill of our trade names, trademarks or other intellectual property.

The following listed behaviours further constitute unacceptable conduct and a breach of these Terms & Conditions of Use. In the event of such a breach, Your right to use our Website will cease immediately.

- Attempting to gain, interfere or gain unauthorised access or use of our Website or otherwise exploit, extract, screen scrape, data mine, data harvest, publish, distribute, or reproduce any part of our Website.
- Attempting to gain unauthorized access to the server on which our Website is stored or any server, computer or database connected to our Website.
- Attempting to attack our Website via a denial-of-service attack or a distributed denial-of service attack.
- Knowingly introducing computer viruses, spyware, Trojan horse, key stroke logger, worms, logic bombs, rootkit or any other material which is malicious or technologically harmful.
- Using data collected from our Website for any unsolicited advertising, direct marketing, phishing activity of whatever nature.

You agree to compensate us for any loss, damage, cost or expense We suffer as a consequence of a failure by You to observe and comply with the conditions of these Terms & Conditions of Use.

## INTELLECTUAL PROPERTY RIGHTS

The information, artwork, text, video, audio, pictures, software and other intellectual property (collectively, "**Materials**") contained on the Website are protected by copyright and other intellectual property laws. You may only access and use the Materials for personal use. You may not otherwise reproduce, distribute, publicly perform, publicly display, modify or create derivative works of the Materials (or authorise others to) for commercial gain, unless authorised by the appropriate copyright owner(s).

All rights in the Materials on the Website are either owned by Universal or made available to Universal under licence. You may view the Website and all other rights reserved by Us.

## USER GENERATED CONTENT

By uploading or emailing photos, images, or other content ("**Content**") to the Website You grant Universal a perpetual, non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license

to distribute, modify, run, copy, publicly perform, display, translate, and create derivative works of the Content for any purpose.

## PRIVACY POLICY

Please read our [privacy policy](#) ("**Privacy Policy**") to help You understand how We use Your personal data and protect Your privacy. Whenever You provide Universal with personal information, We will use it in accordance with our Privacy Policy.

Our Website uses cookies to distinguish You from other users of our Website. We use cookies in accordance with our [cookie policy](#) ("**Cookie Policy**").

## THIRD PARTY LINKS AND SERVICES

When We include links to other websites, on this Website We do so solely as a convenience to our Users. These other Websites may be owned and operated by third parties ("**Third Party Websites**"). In each case, You should be aware that the Third Party Websites are independent of the Website and We have no control over them or their content.

Your use of any Third Party Website may be subject to specific terms and conditions which apply to those Websites. Third Party Websites are not subject to the terms of these Terms & Conditions of Use or any other notices published on the Website. The inclusion of any hyperlinks to Third Party Websites on the Website does not mean that We approve or endorse those Third Party Websites. We accept no liability for any statements, information, products or services that are published on or may be accessible from Third Party Websites.

Operators of such linked sites may acquire personal information about You through registration procedures or other means and may use that information in accordance with their own privacy policies, over which We have no control. It is Your responsibility to read the privacy policies of those Websites, which may be different from our Privacy Policy, and decide whether to proceed. Your access and use of linked sites is solely at Your own risk.

## SECURITY

You should be aware that the Internet is not a completely reliable transmission medium. If You choose to send any electronic communications to us, You do so at Your own risk. We cannot guarantee that such communications will not be intercepted or changed or that they will reach the intended recipient safely. We assume no liability for any disclosure of data due to errors in transmission, unauthorised third party access or other acts of third parties, or acts or omissions beyond our reasonable control.

## LIABILITY

It is a condition of our allowing You free access to the Website that neither We nor any of our employees, directors or members will be liable to You, whether in tort (including negligence), breach of contract, misrepresentation or otherwise howsoever, for any losses, damages, costs or expenses of

whatever nature (including, without limitation, any consequential, indirect or unforeseeable loss, or loss of goodwill, business opportunity, anticipated savings or profit, or loss of data incurred or suffered by You or any third party arising out of or in connection with (i) Your use of the Website or any materials provided on or downloaded from the Website; (ii) any computer virus transmitted through the Website; (iii) Your inability to use the Website at any time and any error in the provision of the Website; (iv) Your use of e-mail communications to contact us; or (v) any inaccurate information or opinions published on the Website or Your reliance thereon.

## **GOVERNING LAW**

These Terms & Conditions of Use are governed by the laws of India. You agree that any disputes relating to these Terms & Conditions of Use shall be subject to the exclusive jurisdiction of the Courts of Mumbai.