

## Terms and conditions

Welcome to the DELIVER MY TUNE Site, The following Terms of Service (“TOS”) contain the terms and conditions that govern your use of the Site and our Service (as defined below). Purchase of any product or service on the Site constitutes your agreement to and acceptance of all the TOS.

DELIVER MY TUNE reserves the right to revise this TOS in its sole discretion at any time and without prior notice to you other than by posting the revised TOS on the Site. Any revisions to the TOS are effective upon posting. The TOS will be identified as of the most recent date of revision. It is incumbent upon you to visit this page periodically to ensure your continued acceptance of this TOS. Your continued use of the Site after a revised version of this TOS has been posted by DELIVER MY TUNE to the Site constitutes your binding acceptance of such revision and the revised TOS. Notwithstanding the preceding sentences of this paragraph, no revisions to this TOS will apply to any dispute between you and DELIVER MY TUNE that arose prior to the date of such revision.

**1. The DELIVER MY TUNE Service.** DELIVER MY TUNE provides a number of Internet-based services and products through the Site (all such services, collectively, the “DELIVER MY TUNE Service” and “Products”). All the users may create and purchase individual Products for their own use or sell Products through the Site.

**2. Use of the Site and DELIVER MY TUNE Service.**

**(a) Eligibility.** DELIVER MY TUNE will only knowingly provide the DELIVER MY TUNE Service to parties that can lawfully enter into and form contracts under applicable law. If you are under the age of 18, but at least 14 years of age, you may use the DELIVER MY TUNE Service only under the supervision of a parent or legal guardian who agrees to be bound by these TOS. The DELIVER MY TUNE Service is not intended for children under the age of 14.

**(b) Compliance With TOS and Applicable Law.** You must comply with all of the terms and conditions of these TOS, the applicable agreements and policies referred to below, and all applicable laws, regulations and rules when you use the DELIVER MY TUNE Service and the Site.

**(c) Your License to Use the Site and the DELIVER MY TUNE Service.**

(1) DELIVER MY TUNE and its licensors solely and exclusively owns all intellectual property and other right, title and interest in and to the DELIVER MY TUNE Service and Site, except as expressly provided for in these TOS. You will not acquire any right, title or interest therein under these TOS or otherwise.

(2) DELIVER MY TUNE grants you a limited revocable license to access and

use the Site and the DELIVER MY TUNE Service for its intended purposes, subject to your compliance with these TOS. This license does not include the right to collect or use information contained on the Site for purposes prohibited by DELIVER MY TUNE ; create derivative works based on the Products or any third party content available via the Site; or download or copy the Site (other than page caching). If you use the Site in a manner that exceeds the scope of this license or breach this TOS, DELIVER MY TUNE may revoke the license granted to you.

(3) This Section 2(c) does not pertain to your intellectual property rights. Any rights relating to materials that you upload to the Site are covered by the Digital Rights Agreement

**(d) Third-Party Services.** DELIVER MY TUNE may use third parties to provide certain services accessible through the Site. DELIVER MY TUNE does not control those third parties or their services, and you agree that DELIVER MY TUNE will not be liable to you in any way for your use of such services. These third parties may have their own terms of use and other policies. You must comply with such terms and policies as well as these TOS when you use these services.

### **3. Rules For Use Of the Site.**

**(a) Prohibited Use.** Except as may be expressly permitted by DELIVER MY TUNE , you may not: (i) interfere with the DELIVER MY TUNE Service by using viruses or any other programs or technology designed to disrupt or damage any software or hardware; (ii) modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the DELIVER MY TUNE Service; (iii) use a robot, spider or other device or process to monitor the activity on or copy pages from the Site, except in the operation or use of an internet “search engine”, hit counters or similar technology; (iv) collect electronic mail addresses or other information from third parties by using the DELIVER MY TUNE Service; (v) impersonate another person or entity; (vii) use any meta tags, search terms, key terms, or the like that contain DELIVER MY TUNE ‘s name or trademarks; (viii) engage in any activity that interferes with another user’s ability to use or enjoy the DELIVER MY TUNE Service; or (ix) assist or encourage any third party in engaging in any activity prohibited by these TOS.

**(b) Privacy Policy.** By entering into these TOS, you agree to DELIVER MY TUNE’s collection, use and disclosure of your personal information in accordance with the DELIVER MY TUNE Privacy Policy.

**Please note that if your order has already been processed, you may not be able to cancel it or modify it.**

**(c) Monitoring.** DELIVER MY TUNE reserves the right, but does not assume

the obligation, to monitor transactions and communications that occur through the Site. If DELIVER MY TUNE determines, in its sole and absolute discretion, that you or another DELIVER MY TUNE user will breach a term or condition of these TOS or that such transaction or communication is inappropriate, DELIVER MY TUNE may cancel such transaction or take any other action to restrict access to or the availability of any material that may be considered objectionable, without any liability to you or any third party.

**(d) Modification of the Service.** DELIVER MY TUNE may modify the DELIVER MY TUNE Service at any time with or without notice to you, and will incur no liability for doing so.

**4. Submissions.** When you submit questions, comments, suggestions, ideas, message board postings, material submitted via web forms, contest entries, communications or any other information (“Submissions”), you grant DELIVER MY TUNE permission to use such submissions for marketing and other promotional purposes. You agree that DELIVER MY TUNE will have no obligation to keep any Submissions confidential and you will not bring a claim against DELIVER MY TUNE based on “moral rights” or the like arising from DELIVER MY TUNE ’s use of a Submission.

#### **5. Representations and Warranties.**

**(a) Mutual Representations and Warranties.** You represent and warrant to DELIVER MY TUNE and DELIVER MY TUNE represents and warrants to you: (i) that you or it has the full power and authority to enter into and perform under these TOS, (ii) the execution and performance of your or its obligations under these TOS do not constitute a breach of or conflict with any other agreement or arrangement by which you or it is bound, and (iii) these TOS are a legal, valid and binding obligation of the party entering into these TOS, enforceable in accordance with their terms and conditions.

**(b) By You.** You represent and warrant to DELIVER MY TUNE that, in your use of the DELIVER MY TUNE Service, you: (i) will not infringe the copyright, trademark, patent, trade secret, right of privacy, right of publicity or other legal right of any third party and (ii) will comply with all applicable laws, rules, and regulations. You further represent and warrant to DELIVER MY TUNE that: (i) there are no claims, demands or any form of litigation pending or, to the best of your knowledge, threatened with respect to any of your Submissions; (ii) DELIVER MY TUNE will not be required to make any payments to any third party in connection with its use of your Submissions, except for the expenses that DELIVER MY TUNE incurs in providing the DELIVER MY TUNE Service; (iii) the use of any instructions, formulae, recommendations, or the like contained in your Submissions will not cause injury to any third party; and (iv) your Submissions does not contain viruses or any other programs or technology designed to disrupt or damage any software or hardware.

## **6. Disclaimers, Exclusions, and Limitations.**

**(a) DISCLAIMER OF WARRANTIES.** DELIVER MY TUNE PROVIDES THE SITE AND DELIVER MY TUNE SERVICE ON AN “AS IS” AND “AS AVAILABLE” BASIS. DELIVER MY TUNE DOES NOT REPRESENT OR WARRANT THAT THE SITE, DELIVER MY TUNE SERVICE OR ITS USE: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF INACCURACIES OR ERRORS, (iii) WILL MEET YOUR REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE YOU USE. DELIVER MY TUNE MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THESE TOS, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

**(b) EXCLUSION OF DAMAGES.** DELIVER MY TUNE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE DELIVER MY TUNE SERVICE, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**(c) LIMITATION OF LIABILITY.** EXCEPT FOR A BREACH OF A PARTY’S REPRESENTATIONS AND WARRANTIES UNDER THESE TOS OR IN CONNECTION WITH YOUR INDEMNITY OBLIGATIONS UNDER THESE TOS, IN NO EVENT WILL THE LIABILITY OF EITHER PARTY IN CONNECTION WITH THESE TOS EXCEED THE GREATER OF (i) THE AMOUNT PAID OR PAYABLE BY DELIVER MY TUNE TO YOU DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (ii) \$100.

**7. Indemnification.** You will indemnify and hold DELIVER MY TUNE and its employees, representatives, agents, affiliates, directors, officers, managers and shareholders (the “Parties”) harmless from any damage, loss, or expense (including without limitation, attorneys’ fees and costs) incurred in connection with any third-party claim, demand or action (“Claim”) brought against any of the Parties alleging that you have breached any of these TOS. If you have to indemnify DELIVER MY TUNE under this Section, DELIVER MY TUNE will have the right to control the defense, settlement, and resolution of any Claim at your sole expense. You may not settle or otherwise resolve any Claim without DELIVER MY TUNE’s express written permission.

## **8. Termination.**

**(a) Termination.** DELIVER MY TUNE may suspend or terminate your use of the Site or DELIVER MY TUNE Service if it believes, in its sole and absolute discretion that you have breached a term of these TOS.

**(b) Survival.** These TOS will survive indefinitely unless and until DELIVER MY TUNE chooses to terminate them.

**(c) Effect of Termination.** If you or DELIVER MY TUNE terminates your use of the Site or the DELIVER MY TUNE Service, DELIVER MY TUNE may delete any Submissions or other materials relating to your use of the DELIVER MY TUNE Service on DELIVER MY TUNE 's servers or otherwise in its possession and DELIVER MY TUNE will have no liability to you or any third party for doing so.

## **9. Notice and procedure for making claims of copyright or other intellectual property infringements.**

**(a)** DELIVER MY TUNE respects the intellectual property of others and takes the protection of copyrights and all other intellectual property very seriously, and we ask our users to do the same. Infringing activity will not be tolerated on or through the Site or the DELIVER MY TUNE Service.

**(b)** DELIVER MY TUNE 's intellectual property policy is to (1) remove material that DELIVER MY TUNE believes in good faith, upon notice from an intellectual property owner or their agent, is infringing the intellectual property of a third party by being made available through the Site, and (2) remove any Products or Submissions posted to the Site by "repeat infringers." DELIVER MY TUNE considers a "repeat infringer" to be any user that has uploaded Products or Submissions to the Service and for whom DELIVER MY TUNE has received more than two takedown notices compliant (c) with respect to such Products or Submissions. DELIVER MY TUNE has discretion, however, to terminate the account of any user after receipt of a single notification of claimed infringement or upon DELIVER MY TUNE 's own determination.

**(c) Procedure for Reporting Claimed Infringement.** If you believe that any Productions or Submissions made available on or through the Site or the DELIVER MY TUNE Service have been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a "Notification of Claimed Infringement" containing the following information to the Designated Agent identified below. Your communication must include substantially the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed;
- (ii) Identification of works or materials being infringed, or, if multiple works are covered by a single notification, a representative list of such works;
- (iii) Identification of the specific material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which

is to be disabled, and information reasonably sufficient to permit DELIVER MY TUNE to locate the material;

(iv) Information reasonably sufficient to permit DELIVER MY TUNE to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;

(v) A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**(d) Designated Agent Contact Information.** DELIVER MY TUNE's Designated Agent for notices of claimed infringement can be contacted at:

Via E-mail :[contact@delivermytune.com](mailto:contact@delivermytune.com)

**(e) Counter Notification.** If you receive a notification from DELIVER MY TUNE that material made available by you on or through the Site or the DELIVER MY TUNE Service has been the subject of a Notification of Claimed Infringement, then you will have the right to provide DELIVER MY TUNE with what is called a "Counter Notification." To be effective, a Counter Notification must be in writing, provided to DELIVER MY TUNE's Designated Agent through one of the methods identified in Section 11(d) of this TOS, and include substantially the following information:

(i) A physical or electronic signature of the subscriber;

(ii) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

(iii) A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

(iv) The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the India, for any judicial district in which DELIVER MY TUNE may be found, and that the subscriber will accept service of process from the person who provided notification under Section 11(c) of this TOS above or an agent of such person.

A party submitting a Counter Notification should consult a lawyer or see to confirm the party's obligations to provide a valid counter notification under the Copyright Act.

**(f) False Notifications of Claimed Infringement or Counter Notifications.** The Copyright Act provides that:

[a]ny person who knowingly materially misrepresents under [the Copyright Act

] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, shall be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of [DELIVER MY TUNE ] relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it. DELIVER MY TUNE reserves the right to seek damages from any party that submits a notification of claimed infringement or counter notification in violation of the law.

Any other comments, compliments, complaints or suggestions about DELIVER MY TUNE , the operation of the Site or the DELIVER MY TUNE Service or any other matter should be sent to [contact@delivermytune.com](mailto:contact@delivermytune.com).

**12. Miscellaneous.** These TOS will be binding upon each party hereto and its successors and permitted assigns, and governed by and construed in accordance with the laws of the State of California without reference to conflict of law principles. These TOS will not be assignable or transferable by you without the prior written consent of DELIVER MY TUNE . DELIVER MY TUNE may freely assign or transfer any rights granted by you to DELIVER MY TUNE under these TOS. These TOS (including all of the policies and other Agreements described in this TOS, which are hereby incorporated herein by this reference) contain the entire understanding of the parties regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. No failure or delay by a party in exercising any right, power or privilege under these TOS will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. You and DELIVER MY TUNE are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by these TOS. The invalidity or unenforceability of any provision of these TOS will not affect the validity or enforceability of any other provision of these TOS, all of which will remain in full force and effect. The headings used in this TOS are for convenience only, do not constitute a part of this TOS, and shall not be deemed to limit or affect any of the provisions hereof.

In case of technical faults or third party services or any kind of copyright and permission violation Deliver My Tune will not pay any payment (liability- (i) and (ii) change).