

Terms & Conditions

Last updated: [Insert date – India (IST)]

These Terms & Conditions (“Terms”) govern your access to and use of **Rhythm Deck** (the “Platform”), operated by **Rhythm Deck** (“we,” “us,” or “our”). By accessing, browsing, purchasing from, or using the Platform, you agree to be legally bound by these Terms. If you do not agree, do not use the Platform.

1. Eligibility

- You represent that you have the legal capacity to enter into binding agreements.
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2. Accounts

- You are responsible for maintaining the confidentiality of your account credentials.
 - You agree to provide accurate and up-to-date information.
 - We reserve the right to suspend or terminate accounts that violate these Terms.
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3. Platform Role

The Platform operates as a music licensing marketplace. We are not the creator or owner of the music unless explicitly stated. Licenses are granted directly between Buyers and music licensors, subject to these Terms.

4. Buyer License Agreement & Usage Policies

This section forms a binding **Buyer License Agreement** and is incorporated into these Terms & Conditions.

4.1 License Types Overview

- **Basic License** – Personal and online content use
- **Standard License** – Commercial and business use
- **Exclusive License** – Exclusive usage granted to a single buyer

Licenses are granted only after successful payment.

4.2 Basic License

Permitted Uses - YouTube videos - Social media content - Personal projects - Monetized or non-monetized online content

License Scope - Non-exclusive - Multiple buyers permitted - Worldwide - Perpetual

Restrictions - No ownership or copyright transfer - No resale, sublicensing, or redistribution as a standalone file - No claiming authorship - No Content ID or PRO registration

4.3 Standard License

Permitted Uses - Commercial advertisements - Podcasts - Brand promotions - Client or business projects - Websites and apps

License Scope - Non-exclusive - Limited buyers per track - Worldwide - Perpetual

Restrictions - No ownership or copyright transfer - No resale or sublicensing - No authorship claims - No Content ID or PRO registration - No competing libraries

4.4 Exclusive License

Permitted Uses - All uses under Basic and Standard - Ads, films, games, apps, TV, podcasts

License Scope - Exclusive to one buyer - Worldwide - Perpetual

Once purchased, the track will no longer be available for other buyers.

Ownership Notice Copyright remains with the original artist unless explicitly transferred in writing.

4.5 Prohibited Uses (All Licenses)

Buyers may not:

- Claim ownership
- Resell or redistribute music standalone
- Upload to stock libraries
- Use for unlawful or harmful content
- Use for AI or machine learning training

6. Payments & Refunds

- All prices are displayed on the Platform.
 - Due to the digital nature of licensed music, all sales are final unless required by law.
 - We reserve the right to suspend licenses for chargebacks or fraudulent payments.
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7. Intellectual Property

- The Platform's branding, software, and design are owned by us.
 - No rights are granted except those explicitly stated.
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8. Termination

We may suspend or terminate access for violation of these Terms.

Upon termination, all licenses immediately cease.

9. Disclaimers

The Platform is provided "as is" without warranties of any kind.

10. Limitation of Liability

To the maximum extent permitted by law, we are not liable for indirect or consequential damages.

11. Indemnification

You agree to indemnify and hold us harmless from claims arising from your misuse of the Platform or licensed music.

12. Governing Law and Jurisdiction

These Terms & Conditions shall be governed by and construed in accordance with the laws of **India**. The courts of **Telangana, India** shall have exclusive jurisdiction over any disputes arising out of or in connection with these Terms.

13. Changes to Terms

We may update these Terms at any time. Continued use constitutes acceptance.

14. Contact

Rhythm Deck

Email: support@rhythmdeck.com

15. Intermediary Disclaimer (India – IT Act, 2000)

Rhythm Deck operates as an online intermediary under the Information Technology Act, 2000 and the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021.

- Rhythm Deck does not initiate, select, or modify the information or music content uploaded by users.
- We are not responsible for the accuracy, legality, or authenticity of user-uploaded content.
- Upon receiving actual knowledge of unlawful content or a valid legal notice, we will act expeditiously to remove or disable access to such content in accordance with applicable law.

16. Copyright Infringement & Takedown Policy

We respect intellectual property rights and expect users to do the same.

If you believe that any content on Rhythm Deck infringes your copyright, you may submit a written notice containing:

- Identification of the copyrighted work claimed to be infringed
- Identification of the allegedly infringing content
- Your name, address, email address, and phone number
- A statement that you have a good-faith belief that the use is unauthorized
- A statement that the information provided is accurate and that you are the rights holder or authorized to act on their behalf

Valid notices should be sent to:

Email: support@rhythmdeck.com

We reserve the right to remove infringing content and suspend or terminate repeat infringers.
