

# 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.

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## 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.

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## 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.

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## 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

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## 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

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## 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.

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## 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

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## 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.

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## 9. Disclaimers

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

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## 10. Limitation of Liability

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

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## 11. Indemnification

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

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## 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.

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## 13. Changes to Terms

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

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## 14. Contact

**Rhythm Deck**

**Email:** support@rhythmdeck.com

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## 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.

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## 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](mailto:support@rhythmdeck.com)

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

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