Terms of Use

Welcome to Caster (“Caster”, “we”,”our”,”us”).

These Terms of Use (“Terms”) govern your access and use of caster.media (“Website”), our mobile apps (“Apps”), all widgets, tools, APIs, software and other services provided by Caster (“Services”), as well as all graphics, text and audio appearing on Caster Services (“Content”).

# Acceptance of Terms of Use

By using Caster, registering for an account, or uploading, downloading, you agree to abide to the following Terms as well as our Privacy Policy and Community Guidelines. If you do not agree to the conditions of any of these documents, you should not use the Website, Apps or any of our Services.

# Changes to the Terms of Use

We reserve the right to change, replace, or modify these Terms of Use at any time. If any changes are made to the Terms of Use, you will be notified via the website. If you are a registered user of Caster you will be notified of the change four (4) weeks prior to any changes made to these Terms and during those four (4) weeks you are able to terminate your account if you do not agree to the new conditions. By not terminating your account after the four (4) weeks have passed you are agreeing to the new Terms.

# Description of the Platform

Caster is a hosting service. Registered users of Caster have the ability to upload audio, photos, pictures, text, graphics, and other data or information (“Content”). This Content will be stored by Caster and used within the terms of our Privacy Policy. Registered users have the ability to share their Content via the Website, Apps, or Services. Caster also gives users the ability to participate in conversations,

From time to time, we may upload new tools to the website, apps or services, all of which will be subject to these Terms of Use.

# Caster Account

When registering to use Caster, you will provide your email address and username and a password for your account. You must ensure that the email you provide is valid. Any information provided during the registration process will be treated in accordance with our Privacy Policy.

We reserve the right to disallow, cancel, remove or reassign usernames in appropriate circumstances. Should you violate our Terms of Use, Community Guidelines, the rights of any third party, or any applicable laws or regulations we may, without prior notice, terminate your account.

You may terminate your account at anytime via your user settings.

# Your Use of the Platform

Caster grants you the ability to use the Platform in order to view Content uploaded and posted to the Website, to listen to audio Content streamed form the Platform and to share and download audio using the appropriate functionality as enabled by the user who uploaded the Content (the “Uploader”).

If you register to use the Platform you have the licence to:

1. submit, upload or post Content to the Platform in accordance with these Terms of Use and any other Terms posted on the Website;
2. participate in community discussions and communicate with other members the Caster community in accordance with our Terms of Use and our Community Guidelines;
3. use our Apps and Services in accordance with these Terms of Use and any other applicable terms.

The above licences are conditional on your compliance with these Terms of Use, our Community Guidelines and the following:

1. You must not copy or rip any audio Content from the Platform other than by download where the Uploader has permitted downloading.
2. You must not copy, republish or exploit any Content from the Platform unless you own the rights to the aforementioned Content or such actions are permitted under the Terms of Use and by the Uploader.
3. You must not use any services designed to misrepresent the popularity of your Content on the Platform including but not limited to bots, botnets, apps and extensions. You may not create a fake account with the purpose of increasing the popularity of your Content via likes, comments or subscriptions.
4. You must not, and not allow another party to, copy, change or reverse engineer the code of the Website or any of the Apps or Services.
5. You must not use the Platform to upload, post, store, promote, or share to the public:
   1. Any Content that is offensive, abusive, obscene, racist, sexually explicitly, ethnically or culturally offensive, indecent, that promotes violence, terrorism or illegal acts or incites hatred on grounds of race, gender, religion or sexual orientation;
   2. Any Content that violates, plagiarises, misappropriates or infringes the rights of third parties including, without limitation, copy right, trademark rights, rights of privacy or publicity confidential information or any other right; or
   3. Any Content that violates any law, rule, regulation, court order or otherwise is unlawful in Caster’s reasonable option;
   4. Any material of any kind that contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm or any other harmful or malicious material which might impair or disrupt the Platform or the servers forming part of Platform or which might inhibit any user’s use of the Platform; or
   5. Any unsolicited or unauthorised advertising, promotional messages, spam or any other form of solicitation
6. You must not commit, engage in, encourage, induce or promote any behaviour that would constitute a criminal offence, give rise to civil liability or otherwise violate any law or regulation.
7. You must not rent, sell or lease access to the Platform, or any Content on the Platform
8. You must not deliberately impersonate any person or entity or misrepresent your affiliation with a person or entity
9. You must not stalk, threaten, or abuse another user or Caster employee
10. You must not use or attempt to use another user’s account unless you have permission from aforementioned user
11. You must not collect personal data or any other kind of information about other users through any form of scraping
12. You must not make any attempts to or successfully violate or bypass any security measures employed by Caster or any Uploader; access or attempt to access any data or materials which are not intended for your use; attempt to or successfully log into any server or account which you are not authorized to access; attempt to interfere with the Website or the Service by any means. Without limitation to any other rights of Caster under these Terms of Use, Caster reserves the right to investigate any situation that involves anything mentioned above and may report such matters to appropriate law enforcement authorities.

You agree to comply with the above conditions and agree to Caster’s right to terminate your account or take such other action as seen fit if you break any of the above conditions or any of the other terms of these Terms of Use. This may include taking action in cord or reporting offending users to the appropriate authorities.

# Your Content

You control any audio, text, photos, comments and other forms of media or information that you upload or share on the Platform. Caster does not claim any ownership rights and and acknowledges that your Content remains your sole responsibility.

Without breaking any conditions mentioned in Your Use of the Platform, you must not upload, send, share or communicate to the public any Content you do not have the necessary rights to. Any such infringements may result in removal of your account on the Platform as described in the Repeat Infringers section below, and may also cause civil litigation or criminal prosecution.

From time to time you may be asked to provide feedback regarding to Platform to us. Any feedback you provide will remain anonymous unless specified otherwise and will be used in anyway possible to improve the Platform.

# Grant of Licence

By uploading or posting your Content on our Platform, you direct Caster to store any of Your Content on our servers and give you the ability to change the way the Content is displayed or shared to the public.

By uploading Your Content to our Platform you also grant licence to other users of the Platform and users of other services to which Your Content has been shared to use and share Your Content.

The licences granted in this section will be terminated when you remove their respective Content from the Platform (audio, images, text). Licences pertaining to comments and other contributions you make on the Platform will not be removed upon termination of your account.

Removing audio Content from your account will result in the deletion of the relevant files from Caster’s systems and servers. Though, Caster is not responsible for ensuring the deletion of Your Content from any servers or systems of any Linked Service or ensuring any user of the Platform or any Linked Service deletes any related item of Your Content.

Any Content other than Your Content is the property of its Uploader, and is or may be subject to intellectual property or proprietary rights. Such Content may not be downloaded, ripped, shared, re-uploaded, sold or licenced unless specified otherwise by the Uploader. You acquire no ownership rights upon sharing another user’s Content. Subject to the rights expressly granted in this section, all rights in Content are reserved to their Uploader.

# Representations and Warranties

You hereby represent and warrant to Caster as follows:

1. Your Content, and each and every part thereof, is an original work by you, or you have obtained all rights, licences, consents and permissions necessary in order to use (and if relevant) to authorize Caster to use, Your Content in accordance with these Terms of Use including the right to upload, reproduce, store, transmit, distribute, share, publicly display, publicly perform, make available and otherwise communicate to the public your Content through the Website and any Services and Linked Services
2. Your Content and the availability thereof on the Platform does not and will not violate the rights of any third party including any intellectual property rights, performers’ rights, rights of privacy or publicity, or rights in confidential information.
3. You have obtained any and all necessary permissions from any and all persons appearing in Your Content in order to include their name, voice, performance or likeness in Your Content and to publish the same on the Platform and via any Linked Services.
4. Your Content, including any comments that you post on the Platform, is not and will not be unlawful, offensive, slanderous, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, will not promote violence, terrorism, or illegal acts, or promote hatred on grounds of race, gender, religion or sexual orientation.
5. Your Content does not and will not create any liability on the part of Caster, its subsidiaries, affiliates, successors, and assigns, and their respective employees, agents, directors, officers and/or shareholders.

Caster reserves the right to remove Your Content, suspend (and followed by) terminate your access to the Platform and/or pursue all legal remedies if we believe that any of Your Content breaks any of the foregoing representations or warranties or breaks another person’s rights or violates any law, rule or regulation.

# Liability for Content

You hereby acknowledge that Caster:

* Stores Content and other at the direction of its users
* Acts merely as a passive host for the uploading, storage and distribution of such Content

You are solely responsible for all of the Content you upload, post or distribute through the Platform and Caster excludes all liability with respect to all Content (including You Content) and the activities of its users with respect thereto.

You hereby acknowledge and agree that Caster cannot and does not review the Content created or uploaded by its users and neither Caster nor its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders has any obligation, and does not assume any duty to monitor the Platform for Content that is inappropriate, that does or might break any third party rights, or has otherwise been uploaded in breach of these Terms of Use or applicable by law.

Caster and it subsidiaries, affiliates, successor, assigns, employees, agents, directors, officers and shareholders hereby exclude any and all liability which may arise from any Content uploaded to the Platform by users including any claims for intellectual property rights, privacy or publicity rights, claims relating to publication of defamatory, pornographic, obscene or offensive material, or any claims relating to the the completeness, accuracy, currency or reliability of any information provided by users of the Platform. By using the Platform you irrevocably waive the right to assert any claim with respect to any of the foregoing against Caster or any of its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders.