

RADIOIQ: TERMS AND CONDITIONS

Effective Date: March 2025

1. Interpretation and Definitions

1.1 Interpretation

In these Terms and Conditions (“**Terms**”), words in the singular include the plural and vice versa, and headings are provided for convenience only and shall not affect the interpretation of any provision.

1.2 Definitions

- “**Radio-IQ,**” “**we,**” “**us,**” “**our**”: Refers to Radio-IQ, its affiliates, subsidiaries, successors, and assigns.
- “**User,**” “**you,**” “**your**”: Refers to the individual or entity accessing or using our websites, mobile applications, and any related services, collectively referred to as the “**Services.**”
- “**User Content**”: Refers to any content, such as text, images, audio, video, or other materials, submitted, posted, or transmitted by you through the Services.
- “**Content**”: Refers to any text, images, audio, video, software, or other materials provided by Radio-IQ or its licensors through the Services.

2. Acceptance of Terms

2.1 Binding Agreement

By accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms, including any additional terms and policies referenced herein (e.g., our Privacy Policy).

2.2 Eligibility

You represent and warrant that you are at least the legal age of majority in your jurisdiction or have obtained the consent of a parent or legal guardian who agrees to be bound by these Terms on your behalf.

2.3 Geographical Scope

Radio-IQ operates on a global basis. You acknowledge that it is your responsibility to ensure that your use of the Services complies with all applicable local, state, national, and international laws and regulations.

3. Scope of Services

3.1 Service Overview

Radio-IQ offers streaming radio services, visual media content, and various interactive features. The Services may be modified, updated, or discontinued at any time without prior notice, and such modifications may include the addition or removal of functionalities, features, or Content.

3.2 Updates and Upgrades

Radio-IQ may, from time to time, release updates or upgrades that enhance, improve, or modify the Services. These Terms shall apply to any such updates or upgrades unless such updates or upgrades are accompanied by a separate license or additional terms.

3.3 No Guarantee of Availability

Radio-IQ does not guarantee that the Services will always be available, uninterrupted, or error-free, and shall not be liable for any unavailability, interruption, or discontinuance of the Services for any reason.

4. User Accounts and Registration

4.1 Account Creation

Certain features of the Services may require you to create an account. When creating an account, you agree to provide current, accurate, and complete information, and to update such information promptly if it changes.

4.2 Account Security

You are solely responsible for maintaining the confidentiality of your username and password. Any activity conducted using your account credentials is your responsibility. If you suspect unauthorized access to your account, you must notify us immediately.

4.3 Multiple Accounts

You may not create multiple accounts for unlawful or abusive purposes, or for the purpose of circumventing any restrictions imposed by Radio-IQ.

5. License and Intellectual Property Rights

5.1 Ownership

Except for User Content, all intellectual property rights in and to the Services and the Content (including, without limitation, copyrights, trademarks, service marks, trade dress, and patents) are owned or licensed by Radio-IQ. These materials are protected by various intellectual property laws and treaties around the world.

5.2 Limited License

Subject to your compliance with these Terms, Radio-IQ grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited license to access and use the Services for your personal, non-commercial purposes.

5.3 Restrictions

You shall not:

1. Reproduce, distribute, or publicly display any part of the Services or Content without prior written permission from Radio-IQ.
2. Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any software underlying the Services.
3. Remove, alter, or obscure any copyright, trademark, or other proprietary notices contained in the Services or Content.

6. User Content

6.1 Submission of Content

Where the Services permit you to upload, submit, or post User Content, you represent and warrant that you hold all necessary rights, licenses, and permissions to grant the license set forth in Section 6.2, and that your User Content does not violate any third-party rights or applicable laws.

6.2 License Grant

By submitting User Content, you grant Radio-IQ a non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, modify, create derivative works from, display, and distribute such User Content in connection with operating, promoting, and improving the Services.

6.3 Compliance with Community Guidelines

You agree to comply with any community guidelines or acceptable use policies that Radio-IQ may publish or update from time to time, and you agree not to post or transmit any content that is unlawful, harmful, abusive, or otherwise objectionable.

6.4 Monitoring and Enforcement

Radio-IQ reserves the right, but does not assume any obligation, to monitor, remove, or disable access to any User Content for any or no reason, including User Content that Radio-IQ, in its sole discretion, determines violates these Terms or is otherwise objectionable.

7. Acceptable Use Policy

You agree not to engage in any conduct that:

1. Violates any applicable law, rule, or regulation.
2. Infringes upon or misappropriates any third party's intellectual property, privacy, or other rights.
3. Involves the upload, transmission, or distribution of viruses, malware, or other harmful code.
4. Interferes with or disrupts the integrity or performance of the Services, including probing, scanning, or testing the vulnerability of any system or network.
5. Attempts to gain unauthorized access to any system, account, or network connected to the Services.
6. Is intended to harass, defame, abuse, threaten, or otherwise violate the legal rights (including rights of privacy and publicity) of others.

8. Privacy Policy

Your use of the Services is also governed by our **Privacy Policy [given in next chapter]**, which explains how we collect, use, disclose, and protect your personal data. By using the Services, you consent to the collection and use of your personal data as described in the Privacy Policy.

9. Fees and Payment (if applicable)

9.1 Subscription or Service Fees

If certain aspects of the Services require payment, you agree to pay all fees or charges to your account in accordance with the pricing and payment terms presented to you for such Services.

9.2 Payment Methods

Radio-IQ may accept various payment methods (e.g., credit cards, debit cards, online payment platforms). You represent and warrant that you have the legal right to use any payment method you provide.

9.3 Refunds

Except as required by law, all sales are final and no refunds will be provided. However, Radio-IQ reserves the right to issue refunds or credits at its sole discretion.

10. Disclaimers

10.1 No Warranties

THE SERVICES, INCLUDING ALL CONTENT AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH THE SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, RADIO-IQ AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

10.2 No Liability for Third-Party Actions

Radio-IQ disclaims all liability for any acts, omissions, or conduct of any third parties in connection with or related to your use of the Services.

10.3 No Guarantee of Results

Radio-IQ does not guarantee any specific results from the use of the Services, and you acknowledge and agree that your use is at your sole risk.

11. Limitation of Liability

11.1 Exclusion of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RADIO-IQ, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICES.

11.2 Cap on Liability

IN NO EVENT SHALL RADIO-IQ'S TOTAL LIABILITY EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING OR USING THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR ONE HUNDRED UNITED STATES DOLLARS (USD \$100), WHICHEVER IS GREATER.

11.3 Jurisdictional Limitations

Some jurisdictions do not allow certain limitations of liability or exclusions of warranties. To the extent that a court of competent jurisdiction finds that applicable law prohibits enforcement of any provision of this Section, such provision shall be limited or eliminated to the minimum extent necessary so that the remaining provisions of these Terms remain in full force and effect.

12. Indemnification

You agree to defend, indemnify, and hold harmless Radio-IQ, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, actions, damages, obligations, losses, liabilities, costs, or expenses (including legal fees) arising out of or related to: (i) your use or misuse of the Services; (ii) your breach of these Terms; (iii) your violation of any third-party right, including any intellectual property, publicity, or privacy rights; or (iv) any claim that your User Content caused damage to a third party.

13. Force Majeure

Radio-IQ shall not be liable for any failure to perform or delay in performing any of its obligations under these Terms where such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, governmental action, power outages, or disruptions of internet service.

14. Governing Law and Dispute Resolution

14.1 Governing Law

These Terms and any dispute arising out of or in connection with these Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which Radio-IQ is headquartered, without regard to its conflict of law provisions.

14.2 Informal Resolution

In the event of any dispute, claim, or controversy arising out of or in connection with these Terms, you agree to first attempt to resolve the dispute informally by contacting Radio-IQ at [contact email]. We will make reasonable efforts to respond and resolve any dispute.

14.3 Arbitration / Judicial Forum

If the dispute cannot be resolved informally within thirty (30) days of notice, then the dispute shall be resolved in the courts of competent jurisdiction or, where required by applicable law or agreed upon by the parties, by binding arbitration in the jurisdiction where Radio-IQ is headquartered. You and Radio-IQ waive any right to a jury trial for any dispute.

14.4 Class Action Waiver

To the maximum extent permitted by law, you agree not to bring or participate in any class, collective, consolidated, or representative action against Radio-IQ or its affiliates.

15. Assignment

You may not assign, delegate, or transfer these Terms or any of your rights or obligations hereunder without the prior written consent of Radio-IQ. Any attempted assignment in violation of this provision shall be null and void. Radio-IQ may freely assign or transfer these Terms without restriction.

16. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

17. No Waiver

Any failure or delay by Radio-IQ to enforce any right or provision under these Terms shall not constitute a waiver of such right or provision, and no waiver of any term shall be deemed a further or continuing waiver of that term.

18. Entire Agreement

These Terms, together with any policies or additional terms referenced herein (such as the Privacy Policy), constitute the entire agreement between you and Radio-IQ regarding your use of the Services and supersede any prior or contemporaneous communications or agreements.

19. Contact Information

If you have any questions, concerns, or feedback regarding these Terms or our Services, please contact us at:

- **Email:** helpdesk.nuvoai@gmail.com

We will make reasonable efforts to respond to your inquiry in a timely manner.