

Terms and Conditions of TempoBeats Music Streaming Service:

Welcome to TempoBeats! These terms and conditions ("Terms") govern your use of the TempoBeats music streaming service ("Service"), and any content, features or functionality available on or through the Service, whether as a guest or a registered user.

By using our Service, you agree to these Terms, as well as our Privacy Policy, which is incorporated into these Terms by reference. If you do not agree with any of these Terms, please do not use our Service.

1. Service Availability and Use

- a. Eligibility: To use our Service, you must be at least 18 years old, or the legal age of majority in your jurisdiction. You must also be authorized to use the payment method you provide to us.
- b. Access and Availability: Our Service is available worldwide, subject to applicable laws and regulations. However, we may restrict access to certain features or content based on your location. We reserve the right to modify, suspend, or discontinue any aspect of our Service at any time, with or without notice.
- c. Use of Service: You may use our Service only for personal, non-commercial purposes. You may not copy, reproduce, distribute, modify, create derivative works, or publicly display any part of our Service, except as explicitly permitted by these Terms or with our prior written consent.

2. Content and Licensing

- a. Content Ownership: TempoBeats owns or has the necessary licenses to all the content available on our Service, including music, videos, images, and other media ("Content").
- b. License to Use: We grant you a limited, non-exclusive, non-transferable, revocable license to use our Service and access the Content, solely for personal, non-commercial use, and subject to these Terms.
- c. Prohibited Uses: You may not use our Service or the Content in any way that violates these Terms or applicable laws and regulations. In particular, you may not:
 - Copy, distribute, or reproduce the Content without our prior written consent;
 - Modify, reverse engineer, or decompile any part of our Service or the Content;
 - Use our Service for any illegal, fraudulent, or unauthorized purpose;
 - Use any automated means, such as bots or scrapers, to access or use our Service;
 - Attempt to bypass any security measures or access any areas of our Service or the Content that you are not authorized to access.

3. Payment and Subscription

a. Subscription: To access certain features of our Service, such as ad-free listening or offline playback, you may need to purchase a subscription. By subscribing to our Service, you agree to pay the applicable fees and charges, as well as any taxes or other charges imposed by applicable law.

b. Payment Method: You must provide a valid payment method, such as a credit card or PayPal account, to subscribe to our Service. By providing your payment information, you authorize us to charge your account for the subscription fees and any other charges incurred.

c. Renewal and Cancellation: Your subscription will automatically renew unless you cancel it before the end of the current billing cycle. You may cancel your subscription at any time, but you will not receive a refund for any unused portion of your subscription period.

4. User Content and Conduct

a. User Content: You may submit or upload certain content, such as playlists or comments, to our Service ("User Content"). By submitting User Content, you grant us a non-exclusive, worldwide, royalty-free, perpetual, and irrevocable license to use, reproduce, distribute, and display the User Content in connection with our Service.

b. User Conduct: You may not use our Service to post or transmit any content that is unlawful, offensive, harmful, or otherwise objectionable, as determined by us. This includes, but is not limited to, content that:

- Infringes on any intellectual property rights, privacy rights, or other rights of any third party;
- Is defamatory, libelous, or fraudulent;
- Contains viruses, malware, or other harmful code;
- Promotes or incites violence, hate speech, or discrimination based on race, gender, religion, or sexual orientation;
- Harasses or threatens other users of our Service.

c. User Responsibility: You are solely responsible for any User Content you submit or upload to our Service, as well as your conduct while using our Service. We reserve the right to remove any User Content or suspend or terminate your access to our Service for any reason, including if we believe that you have violated these Terms or applicable laws and regulations.

5. Intellectual Property Rights

a. Our Intellectual Property: TempoBeats and its licensors own all intellectual property rights in our Service and the Content, including but not limited to copyrights, trademarks, and patents.

b. User License: By using our Service, you do not acquire any ownership or intellectual property rights in our Service or the Content. However, you retain all rights in the User Content you submit or upload to our Service, subject to the license granted to us under these Terms.

c. Feedback: If you provide us with any feedback or suggestions regarding our Service, you agree that we may use and incorporate such feedback or suggestions into our Service without any obligation to compensate you or attribute the feedback to you.

6. Disclaimer of Warranties

a. Service "As Is": Our Service is provided "as is" and "as available", without any warranties or representations of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

b. Content Accuracy: We do not warrant that the Content available on our Service is accurate, complete, or up-to-date. We are not responsible for any errors or omissions in the Content, or for any losses or damages resulting from your reliance on the Content.

7. Limitation of Liability

a. Exclusion of Damages: To applicable law, TempoBeats and its affiliates, officers, employees, agents, and licensors will not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with your use of our Service or the Content, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses.

b. Limitation of Liability: In no event shall our total liability to you exceed the amount paid by you, if any, for accessing our Service during the twelve (12) months preceding the date of your claim.

c. Indemnification: You agree to indemnify and hold TempoBeats and its affiliates, officers, employees, agents, and licensors harmless from any claims, demands, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with your use of our Service, your User Content, or your violation of these Terms or any applicable laws and regulations.

8. Termination

a. Termination by TempoBeats: We may terminate your access to our Service or suspend or disable your account at any time, with or without cause, without prior notice or liability.

b. Termination by You: You may terminate these Terms and your account with us at any time by contacting us at [insert contact information].

c. Effect of Termination: Upon termination of these Terms, your right to use our Service will immediately cease, and you must delete any copies of our Content or User Content in your possession or control.

9. Governing Law and Dispute Resolution

- a. **Governing Law:** These Terms and any disputes arising out of or in connection with these Terms or our Service will be governed by and construed in accordance with the laws of [insert jurisdiction].
- b. **Dispute Resolution:** Any dispute, controversy, or claim arising out of or in connection with these Terms or our Service will be resolved by binding arbitration rules of [insert arbitration association]. The arbitration will be conducted in [insert city], and the language of the arbitration will be [insert language]. The arbitration award will be final and binding, and judgment may be entered upon it in any court having jurisdiction thereof.
- c. **Class Action Waiver:** You and TempoBeats agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. You and TempoBeats both waive the right to participate as a plaintiff or class member in any purported class action or representative proceeding.

10. Miscellaneous

- a. **Entire Agreement:** These Terms constitute the entire agreement between you and TempoBeats regarding the use of our Service and supersede all prior or contemporaneous agreements, understandings, and communications, whether written or oral.
- b. **Assignment:** You may not assign or transfer these Terms, in whole or in part, without our prior written consent. TempoBeats may assign or transfer these Terms, in whole or in part, without your consent or notice to you.
- c. **Severability:** If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms will remain in full force and effect.
- d. **No Waiver:** Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If you have any questions or concerns regarding these Terms, please contact us at +961 76 798 937.