

LICENCE TERMS AND CONDITIONS – APPLICABLE WORLDWIDE EXCEPT WHERE WE PUBLISH SPECIFIC TERRITORIAL TERMS AND CONDITIONS

These terms and conditions (“Terms”) set out important information regarding the rights, obligations and the restrictions that may apply to you as a user (“User”) when you access our website at [<http://www.github.com/adarivamsi/TasteBudPlayer>] (“Website”) and/or access, use or download the TasteBudPlayer digital application (“Application”) and any services offered in conjunction with the TasteBudPlayer digital application (“Services”) as they are made available on various digital media devices, such as PDAs, cellular/mobile phones, handheld devices or PCs, (“Devices”), and networks, such as those of mobile operators, internet service providers or cable operators (“Networks”). The Services may include the ability for Users to purchase certain digital products and physical products. Sales of physical products are governed by our [Terms of Sale](#). The Application is a digital application that facilitates the use of Services, which generally consist of a Music Player with digital lyrics recognition) that provides song lyrics, artist identification and other detailed meta data about the artist and access to related third party applications (“Third Party Applications”) and websites (“Third Party Sites”), that can be used in conjunction with the Application and/or Services (for example, e-commerce providers, e-mail providers, social networking sites, information and access feature providers). The Website is also a hosting service where Users can upload, submit and post their own text, picture and graphic content to share with other Users on the Website. The Website, Application and the associated Services, where not specifically provided otherwise, are supplied by TasteBudPlayer s.p.a (“we“, “us” and “our” as appropriate).

We are a limited company incorporated in Italy. Our registered office is at: Via Timavo 34, Milan, Italy our email: is info@TasteBudPlayer.com VAT number: 03004641209.

These Terms may be accessed via the Application directly from your Device, or on our Website at <http://www.TasteBudPlayer.com>.

Any translation of these Terms are provided as a courtesy to you and the definitive text of these Terms is the English (UK) version.

If you wish to use our Website, the Application and/or the Services (collectively referred to as “TasteBudPlayer”), you must agree to be bound by these Terms, as set out below, and all and any applicable laws regarding your use of TasteBudPlayer. You must also pay any charges for the Services which may be applicable, the Services which may be applicable, including all charges relating to purchase and delivery of products.

IF ANY OF THESE TERMS ARE UNACCEPTABLE TO YOU OR IN THE EVENT THAT ANY FUTURE CHANGES TO THESE TERMS ARE UNACCEPTABLE TO YOU, DO NOT USE TASTEBUDPLAYER. YOUR CONTINUED USE OF TASTEBUDPLAYER (INCLUDING, BUT NOT LIMITED TO, THE DOWNLOADING OF THE APPLICATION OR ANY APPLICATION UPGRADES AND/OR USE OF THE SERVICES AND THE PURCHASE OF PRODUCTS) NOW, OR FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES IN THESE TERMS, WILL BE DEEMED ACCEPTANCE BY YOU OF THESE TERMS AND ANY SUCH CHANGES OR MODIFICATIONS. YOU AGREE TO

USE TASTEBUDPLAYER ONLY FOR PURPOSES THAT ARE LEGAL, PROPER AND IN ACCORDANCE WITH THESE TERMS AND ANY LOCAL BINDING POLICIES OR GUIDELINES.

BY DOING ANY OF THE FOLLOWING ACTS YOU AGREE TO BE BOUND BY THESE TERMS:

a) EXPRESSLY ACCEPTING THESE TERMS OF USE AT ANY TIME, FOR EXAMPLE BY CLICKING ON ANY CLEARLY INDICATED ACTIVATION PHRASE ON YOUR DEVICE.

b) DOWNLOADING THE APPLICATION OR DOWNLOADING AN UPGRADE TO THE APPLICATION (WHICH MAY BE OFFERED FROM TIME TO TIME).

c) PURCHASING A PRODUCT USING THE SERVICES.

1. USAGE POLICY

1.1 Unless otherwise specifically provided by us, our grant of rights to you under these Terms is personal to you and gives you access to use the Application and the Services only on the Device on which the software was first installed. The licence is not transferrable to another person or another Device without our agreement in writing (which will only be given in exceptional circumstances) or if otherwise expressly provided in these Terms.

1.2 You agree to provide true, accurate, current and complete information about yourself at any time you are prompted by TasteBudPlayer to complete a registration form (for example, your name, email address, and certain demographic information) and to maintain the accuracy of this information (such information being the “Membership Data”) throughout the period you use TasteBudPlayer. Membership Data and certain other information about you are subject to our Privacy Policy.

1.3 If you do not comply with any of Sections 1.2 and 1.5, or we have reasonable grounds to suspect that you have not, we have the right to suspend and/or terminate your account and refuse any and all current or future use of TasteBudPlayer.

1.4 We may change, suspend or discontinue any aspect of TasteBudPlayer at any time, including the availability of any feature, database and/or content. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without liability. Such changes will be notified with reasonable notice, where they are material and where practicable, and you will have the opportunity to terminate the service should you not accept the new Terms. Where these changes or suspensions would amount to a complete termination of the Services you may be entitled to a refund of the reasonable part of any charges paid by you.

1.5 Continued use of the Application and/or Services may require a download of new releases of software which may contain different functionality and consequently may be subject to different licence terms. You agree not to misuse TasteBudPlayer and to only upload content to TasteBudPlayer strictly in accordance with these Terms, any other guidance or instructions given by us and all applicable laws. In particular, you agree that

you will not: (a) post or distribute any offensive, obscene or otherwise inappropriate material which may cause offence to others on grounds of race, religion, ethnicity or sex; (b) post or distribute any material that is unlawful or which threatens or encourages illegal activities or which harms the rights of others; (c) post or distribute material which is not your own or in respect of which you have not been given the necessary rights, licences or permissions to post to TasteBudPlayer; (d) post or distribute any material which infringes the copyright, trademark, patent, trade secret or other intellectual property or proprietary rights of any other party; (e) post or distribute any unsolicited advertising material, 'junk mail', 'spam', 'chain letters', or 'pyramid schemes'; (f) defame, harass or stalk others or encourage such behaviour; (g) harm, or attempt to harm, any person in any way; (h) impersonate any person or entity or create a false or misleading identity; (i) access, or attempt to access, the accounts of others; (j) breach or attempt to breach our security measures, or penetrate or attempt to penetrate our computer software, hardware, electronic communication system, or telecommunications systems; (k) collect, attempt to collect, or use other members' personal information; (l) engage in any activity which adversely affects the ability of other people or systems to use TasteBudPlayer or the internet generally; (m) cause any nuisance or cause the operation of TasteBudPlayer to be jeopardised or impaired; (n) post or distribute any material that contains any form of software virus or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (o) modify, adapt, translate, or reverse engineer any portion of TasteBudPlayer or its contents, or use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Website and/or Application, save only to the extent permitted by applicable law; or (p) use TasteBudPlayer for any improper, unlawful or immoral purpose.

1.6 Each time you attempt to interact with TasteBudPlayer, such as when you request lyrics for a music track, you will send data for which your Network will charge at your usual data rates.

1.7 Certain versions of the Application are distributed in a form that limits the availability of some of the Services that can be accessed from that version and/or some of the Service features, for example some versions of the Application imposes a limit on the number of lyric requests that can be made in any period. Details on Services and feature sets, and any limitations on use for your version of the Application, are accessible via the Application from your Device and/or from the source where you originally obtained the Application. Even where there is no such limit imposed in the Application on the amount of usage permitted, you agree to use the Services fairly.

2. DIGITAL PRODUCTS

If you are (or become) a paying customer of any part of the Application and/ or Services or any other product of TasteBudPlayer, including by purchasing products, except as provided for in our Terms of Sale, we will provide you with relevant information regarding how to place an order, price, delivery procedure and cancellation options on a case by case basis, before completing payment for your purchase. Any purchase will be effective upon the processing of your payment and all sales of digital products on the Services are final.

2.1 Except in the case of any subscription you have for the Services, you acknowledge that any consumer cancellation rights contained in the Consumer Protection (Distance Selling) Regulations 2000 (to the extent applicable) may not apply to contracts for the purchase of the Application and/ or Services, or any other digital product of TasteBudPlayer. You hereby agree to waive any other right to cancel your purchase of digital products (if applicable) that may be available to you under any worldwide consumer protection laws and all refunds will be at our sole discretion, or at the discretion of any third party operator of a Third Party Site. If a waiver of such rights is prohibited by law, this cancellation right shall be limited to 7 working days.

2.2 You acknowledge that you will not be entitled to any refund for purchases of digital products on the Services, including any purchases made while using the Application.

3. THIRD PARTY APPLICATIONS AND SERVICES

3.1 TasteBudPlayer may enable you to use functionalities of Third Party Applications and/or to link to Third Party Sites that are not owned or controlled by us. Content, products and services that are part of any Third Party Applications and/or Sites to which we may connect (including, but not limited to, social networking sites, sites on which you can view content and from which you can make purchases, or record a geographic location) are subject to the terms and conditions of the relevant application and/or Third Party Sites. We have no control over and are not responsible or liable for any matters relating to your dealings with such third parties.

3.2 We are not responsible for and have no control over any third-party content, syndicated content, applications, services, advertisements, links, privacy policies and/or practices of any such third-parties that may be found through TasteBudPlayer. In addition, we will not and cannot censor or edit the content of any Third Party Applications and/or Sites.

3.3 By using the Services, you acknowledge that we do not to incur any liability arising from your use of any Third Party Applications and/or Sites. Accordingly, we encourage you to be aware when you leave TasteBudPlayer and to read the terms and conditions and privacy policy of each and every other Third Party Application, Site and/or other resources that you visit. Any correspondence, business dealings with, syndication, linking or participation in promotions of Third Party Applications and/or Sites, including payment or delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third parties.

3.4 We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any dealings between you and any third parties, or as the result of the presence of such third-party content accessed via TasteBudPlayer or as a result of the failure of such Third Party Applications and/or Sites to function as intended.

4. USER-GENERATED CONTENT

4.1 We respect the intellectual property of others, and we ask our Users to do the same. If you believe that your work has been copied or used in a way that constitutes

copyright infringement, or your intellectual property rights have been otherwise violated, please see our [Copyright and DMCA Policy](#)

4.2 Please choose carefully the words, information, content, messages, text, files, images, photos, sounds, profiles, works of authorship or any other materials you post, upload, link to, publish or display on our Website and/or through the use of Services and any such content that you provide or make available to other Users through the Website (collectively, "User Content"). You are responsible for all User Content, as set forth below.

4.3 You retain ownership of User Content. All User Content is wholly original to you (or you have permission to post it to TasteBudPlayer in the way envisaged under these Terms), at your direction and under your control and you understand that you are responsible for that content and any consequences of posting it to TasteBudPlayer. By sharing User Content via TasteBudPlayer (and any Third Party Application and/or Sites), you grant to us during the entire period of protection of your intellectual property rights associated with such content and material, a world-wide, royalty free, non-exclusive irrevocable licence to use, copy, modify, publicly perform, publicly display, translate, reproduce, transmit or distribute, or an equivalent right to use, the User Content via TasteBudPlayer (and any other Third Party Applications and/or Sites). We require such a licence in order to provide certain functionality within TasteBudPlayer (and any Third Party Applications and/or Sites). Any User Content submitted by you will remain on TasteBudPlayer indefinitely. You will not have the option to remove your User Content from TasteBudPlayer at any time, except where you submit a request in writing to TasteBudPlayer to remove your User Content, which is to be decided by TasteBudPlayer at our sole discretion. By sharing User Content within TasteBudPlayer (and any Third Party Application and/or Sites) you warrant that you own all rights in and to the User Content shared by you and that you are not breaching any other party's rights to privacy, publicity rights, copyrights or contractual rights.

4.4 You understand and agree that if you post any User Content to TasteBudPlayer which breaches any of these Terms, we have the right to remove the content, at our sole discretion, and terminate your account and you will be responsible to us for any issues arising out of breach of these Terms.

4.5 Please note that we cannot accept any User Content containing any music, save where expressly permitted in writing by us.

4.6 Information or User Content provided by other Users may contain inaccurate, inappropriate or offensive material, products or services, and we assume no responsibility or liability for this material. User Content must not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, violate any confidentiality agreement or other contract or be otherwise injurious to third parties or objectionable and must not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any User Content. We have the right but not the obligation to refuse to post, remove or edit any posting or submission User Content. We

do not actively monitor User Content and take no responsibility and assume no liability for any User Content.

4.7 By submitting the User Content to us, you grant us and our affiliates the right to use the username that you submit in connection with such User Content. You grant to us a revocable, non-exclusive, worldwide right and licence, or another equivalent right to use, all the trademarks, service marks, trade dress, artwork, names, likenesses and biographical material associated with the User Content, your username, or your account in connection with your use of and our operation of TasteBudPlayer. You are solely responsible for any necessary payments that may become due to any third parties as the result of your posting of or linking to the User Content and our use thereof on the Website.

4.8 The following is a partial list of the kind of User Content that is illegal or prohibited on TasteBudPlayer. We reserve the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending User Content from the Website or Services and terminating the access to TasteBudPlayer of such violators. Prohibited User Content includes content that:

- a) is obscene, patently offensive, or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- b) harasses or advocates harassment of another person;
- c) involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming";
- d) consists of information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- e) consists of an illegal or unauthorized copy of a copyrighted work, such as sound recordings, musical compositions and videos in which you do not personally own the copyright or otherwise do not have the necessary authority from the copyright owner(s);
- f) computer programs or links to them or providing information to circumvent manufacturer-installed copy-protect devices, or infringing materials;
- g) contains restricted or password-only access pages or hidden pages or images (those not linked to or from another accessible page);
- h) provides material that exploits people under the age of 18 or solicits personal information from anyone under 18;
- i) provides instructional information about illegal activities;
- j) solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
- k) involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;

l) violates anyone's right of privacy; or

m) uses any unfair, misleading or deceptive content intended to draw traffic to the profile.

4.9 You hereby waive all moral rights and similar rights in any jurisdiction, including any rights to object to derogatory treatment of the User Content to which you may now or at any future time be entitled.

5. AVAILABILITY OF SERVICES

5.1 We will do our best to offer you a smooth service, but we give no guarantees that TasteBudPlayer will be free from faults or that the Services will be provided uninterrupted. If a fault does occur, please report it to Customer Services and we will attempt to correct the fault as soon as we reasonably can.

5.2 We will occasionally restrict your access to the Website or to the Services to carry out repairs, maintenance or to introduce new functionality or services and we will endeavour to keep disruption to a minimum.

5.3 New Services are subject to a period of testing. This means that a new Service may not perform with complete functionality, may be undergoing testing, may be inconsistently available, may have software "bugs" being fixed by us and may have other issues affecting availability and functionality.

6. LEGAL PROTECTION AND LIMITATIONS

6.1 You acknowledge that TasteBudPlayer (and any other applications) licensed by us to you are our property and all intellectual property rights in the Application, the Services and the technology used or supported by the Application, anywhere in the world belong to us. You have no right to access the Application in source-code form at any time. You are granted only a limited, revocable, non-exclusive, non-transferable (without the right to sublicense) licence to use TasteBudPlayer or any Third Party Application for the purpose of accessing and using the Services. You agree not to disassemble, de-compile, reverse engineer, or otherwise attempt to gain access to the source code of the Application or Services or any Third Party Application. You will not copy any part of TasteBudPlayer or any Third Party Applications and/or Sites or make commercial use of, rent, lease, loan, sell, publish, license, sublicense, distribute, assign or otherwise transfer any part of TasteBudPlayer to any person.

6.2 You agree to not use TasteBudPlayer to:

a) interfere with, manipulate, or take any actions that may undermine the integrity of any rating system used on the Services;

b) interfere with or disrupt TasteBudPlayer or servers or networks, or disobey any requirements, procedures, policies or regulations of networks connected to these;

c) collect or store personal data about other Users of TasteBudPlayer; or

d) harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any other User without their prior explicit consent.

6.3 You will not alter, destroy, obscure, or otherwise remove any copyright or proprietary notices or labels on or embedded within any part of TasteBudPlayer and/or any Third Party Applications.

6.4 You agree to not use TasteBudPlayer or export any portion of it in violation of U.S. export regulations.

6.5 You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country and you are not listed on any U.S. list of prohibited or restricted parties.

6.6 Any content provided by us as part of TasteBudPlayer, including but not limited to ringtones, lyrics, artist information and downloads contains copyrighted material, trademarks and other proprietary rights belonging to us and our licensors. All right, title and interest in and to such content vests in us and our licensors. You are granted a limited, revocable, non-exclusive licence to display that content as part of the Services solely for your personal use. Except as expressly authorized by us, you may not copy, modify, translate, reproduce, distribute, publish, broadcast, perform, display, sell, assign, lease or sub-license that content, in whole or in part.

6.7 YOUR USE OF TASTEBUDPLAYER IS AT YOUR SOLE RISK. TASTEBUDPLAYER IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND STATUTORY REMEDIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO WARRANTY THAT

a) TASTEBUDPLAYER WILL MEET YOUR REQUIREMENTS,

b) DELIVERY OF ANY PORTION OF TASTEBUDPLAYER WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE,

c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF TASTEBUDPLAYER WILL BE ACCURATE OR RELIABLE,

d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS,

e) (ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED,

f) ANY PORTION OF TASTEBUDPLAYER OR ANY OTHER APPLICATION PROVIDED BY US WILL BE OF SATISFACTORY QUALITY, FAULT OR VIRUS FREE OR UNINTERRUPTED OR SATISFY ANY CONDITIONS OF QUALITY AND FITNESS

FOR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE TASTEBUDPLAYER SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

6.8 Under no circumstances will we or our subsidiaries, and affiliates, suppliers and their respective owners, officers, manager, members, agents and employees, be liable to you for loss of profits, business interruptions, loss of business information, loss of business, opportunity or other pecuniary loss, loss of data or any direct, indirect, incidental, consequential, special, exemplary, or punitive damages or losses, whether based in contract, tort or otherwise, arising out of or in connection with use of, or inability to use TasteBudPlayer (and any other applications) which we license to you, any content delivered to you or TasteBudPlayer, whether or not we have been advised of the possibility of such damages or loss. In any event, our liability to you shall be limited to typical and foreseeable damage and shall not exceed the fees paid by you for a 3 month period or the maximum amount of (Euro 15), whichever is higher.

6.9 Some jurisdictions (countries, provinces, states) absolutely prohibit some limitations on liability, disclaimer of warranties or exclusion of direct or consequential damages. In such cases only the above disclaimers, limitations or exclusions may not apply to you to their full extent.

6.10 You acknowledge and agree that we are merely a passive conduit and hosting service for User Content and we play no active role in the distribution or presentation of User Content. We do not review or monitor User Content to ensure it is compliant with these Terms and applicable law. It is solely your responsibility to ensure User Content is acceptable and compliant.

6.11 You hereby indemnify and hold harmless, and upon our request, defend, us, our affiliates (and their respective directors, officers and employees) from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and costs) arising out of any claim, action, or proceeding brought by a third party based on a breach of any warranty, representation, covenant or obligation by you under these Terms. You will reimburse us and our affiliates on demand for any actual payments made in resolution of any liability or claim that is subject to indemnification under this Section, provided that we attempt to obtain your written consent prior to making such payments, such consent not to be unreasonably withheld, delayed or conditioned. We shall promptly notify you of any such claim, and you shall assume control of the defence of such claim upon our request. We shall have the right, at your expense, to participate in the defence thereof under your direction.

6.12 Nothing in these Terms shall be construed so as to exclude or limit our liability or that of any third party for death or personal injury as a result of negligence.

6.13 Nothing in these Terms affects any mandatory statutory rights that you may have as a consumer, except to the extent permitted by law.

6.14 We will endeavour to comply with mandatory local regulations of public policy and consumer protection, but disclaim all and any liability, apart from the liability assumed within these Terms, to the maximum extent permitted by law.

7. GENERAL

7.1 These Terms are not intended to give rights to anyone except you and us, unless otherwise expressly indicated by us within these Terms. We may assign our rights and obligation under these Terms without your prior consent to any new provider of TasteBudPlayer.

7.2 If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then the provision will be deleted. Any such deletion will not affect the validity and enforceability of any of the other provisions of these Terms.

7.3 You may at any time unsubscribe or cancel your TasteBudPlayer account, subscription or any other relationship with TasteBudPlayer which is being governed by these Terms via Third Party Sites. Please note, however, that TasteBudPlayer will not make any refunds, except in exceptional circumstances involving material breach on our part, and you will remain liable for payment of any part of TasteBudPlayer Services that you have already used or previously committed to.

7.4 We may at any time terminate your account or prevent you from gaining access to TasteBudPlayer. If we terminate your account, we may immediately delete all the files and information on your profile and prevent you accessing your profile. We will use reasonable efforts to give you notice of termination or suspension of access to TasteBudPlayer, but this may not always be possible. We will not be liable to you or to any third party for termination or for any permanent or temporary suspension of any of the Website, Application or Services. If you are a paying customer and our Services to you are terminated you may be entitled to a refund of the reasonable part of any charges paid by you.

7.5 We will not be liable to you or to any third party for any failure, suspension and/or termination of access to TasteBudPlayer in connection with or arising out of a force majeure event including, without limitation, strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any law or government order, rule regulation or direction, accident or breakdown of plant or machinery, fire, flood, storm or default of suppliers, and where they are beyond our reasonable control, any other acts, events, omissions or accidents. We may provide you with notices regarding TasteBudPlayer or these Terms by post to any address you have given us, by email, by SMS message or by postings to the Website.

7.6 These Terms and the relationship between you and us and any dispute or claim arising out of or in connection with these Terms or their subject matter or formulation (including non-contractual disputes or claims) shall be governed by the laws of England and Wales. You and we agree to submit to the exclusive jurisdiction of the courts of England and Wales.

7.7 We may amend these Terms at any time by posting the amended terms on our Website and/or by amending the Terms as they are accessed from the Application on your Device. It is your responsibility to review these Terms from time to time to check if they have been amended. The effective date of each new version the Terms will be

included at the top of the Terms page. If you continue to use the Application and/or Services or you download any content or upgrade any of the Services after we have posted any amended terms that will demonstrate that you accept our updated Terms. Should you not accept these amendments, you may terminate the Services.

7.8 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you or if we delay in doing so this does not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

7.9 A person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any of these Terms.

PRIVACY POLICY

TasteBudPlayer s.p.a. (“we”, “us”, “our”) are committed to protecting and respecting your privacy.

This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting our Website and using our Application, you are accepting and consenting to the practices described in this policy. If you do not agree to any of the provisions of this policy, you should not use the Website or the Application.

For the purpose of the Legislative Decree of 30 June 2003 No. 196 (the Code concerning the protection of personal data) (the “Code”), the data controller is TasteBudPlayer S.P.A of Via Timavo 34, 20100 Milano

1. INFORMATION WE MAY COLLECT FROM YOU

1.1 We may collect and process the following data about you:

(a) Information that you provide by filling in forms on the Website or through the Application. This includes information provided at the time of registering to use our site, subscribing to the Services, using TasteBudPlayer, posting material or requesting further services. We may also ask you for information when you report a problem with our site. The information you give us may include your name, location, e-mail address, age and gender.

(b) If you contact us, we may keep a record of that correspondence.

(c) Details of transactions you carry out through our site or the Application and of the fulfilment of your orders.

(d) Details of your visits to our Website and use of the Services including, but not limited to, how you use and interact with the Service (e.g. the content you access and consume), traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

(e) Technical information such as your IP address, device ID, operating system, the referring URL, if any, browser type, length of visits to certain pages and page interaction

(f) Information we receive from other sources. We work closely with third parties (including, for example, business partners, sub-contractors, advertising networks and analytics providers) and we may receive information about you from them.

2. WHERE WE STORE YOUR PERSONAL DATA

2.1 The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By consenting to the terms of this privacy policy, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

2.2 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to us; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

3. USES MADE OF THE INFORMATION

3.1 We use information held about you in the following ways:

(a) To ensure that content from the Services is presented in the most effective manner for you and for your device.

(b) To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.

- (c) To carry out our obligations arising from any contracts we enter into with you or third parties.
- (d) To allow you to participate in interactive features of the Services, when you choose to do so.
- (e) To notify you about changes to the Services.

4. ADVERTISING

4.1 We reserve the right to deliver advertising to you in conjunction with your use of TasteBudPlayer and utilise the processor bandwidth and storage hardware on your Device for this purpose.

4.2 Advertising may be contextual, that is it may be sent to you based on your current location or use of TasteBudPlayer. Any opt out that you send us in relation to direct marketing communications does not apply to such advertising. In addition, you may receive advertising and promotional information or offers if you respond to a TasteBudPlayer prompt on radio or television or in audiovisual or interactive media.

4.3 Where TasteBudPlayer contains links to third-party content, applications, services and/or advertising, we are not responsible for the privacy policy or for any matters relating to such third party products, promotions or advertising, including responsibility for controlling any personal data that you may provide in response to such products, promotions or advertising. We encourage you to check the privacy policies of all third party sites that you visit.

4.4 We have relationships with third party companies that may serve you ads and use information about you in accordance with the terms of this policy. Some of these companies may be members of the Network Advertising Initiative (NAI), the Digital Advertising Alliance (DAA) or other equivalent organizations that comply with the NAI Code of Conduct. You may access the opt out page maintained by the NAI by clicking on the following link: www.networkadvertising.org/choices/. Please note that opting out will not prevent you from seeing ads, it just means that the ads being served by those companies will no longer be targeted based on your web browsing.

5. PROTECTION OF MINORS

5.1 To use TasteBudPlayer you must be aged 13 or older. Additionally, if you are under 18 years old, you must obtain the permission of your parent or guardian and the person who pays your mobile phone bills (if different) and they must agree to these Terms on your behalf before you use TasteBudPlayer and before you provide any personal information to us. Also, to use some of the Services you may be asked to register with

us and provide certain personal details. See the section on privacy below regarding what we do with this information.

5.2 You represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms and have obtained all necessary third-party consents, licences and permissions necessary to enter into and fully perform your obligations under these Terms.

5.3 If you are reading these terms to provide permission to a minor to use TasteBudPlayer, you represent and warrant that you have the full authority to act on behalf of the service user and that you are either more than 18 years of age and contracting for yourself or are the parent or guardian of the person who will use the Services and are entering into this contract to cover their usage. In any case, you affirm that you are, or the person who will use TasteBudPlayer (where you are the parent or guardian of that person) is, over the age of 13.

5.4 The Services are not intended for children under 13. If you are under 13 years of age, then please do not use TasteBudPlayer. If you are the parent or guardian of a person under the age of 13, then please do not permit that person use TasteBudPlayer.

5.5 Your access to the Services may be deleted or blocked without warning if it is found that you are misrepresenting your age or the age of the person using TasteBudPlayer. In this case, your membership account and all related data may be deleted without warning. Your access to the Services is solely for your personal use, and you must not authorize others to use your account.

6. DISCLOSURE OF YOUR INFORMATION

6.1 We may share or disclose your personal information and the information we collect about you to third parties including:

(a) In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.

(b) If TasteBudPlayer S.P.A or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

(c) If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements; or to protect the rights, property, or safety of TasteBudPlayer S.P.A., our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection, credit risk reduction and the infringement of any intellectual property rights.

6.2 We may share, disclose or sell information we collect about our users to third parties, business partners and suppliers, but will only do so on an anonymised and aggregate basis. This might include disclosing such information to advertisers and advertising networks that use it to reach the kind of audience that they want to target.

7. LOCATION BASED SERVICES

7.1 Where we collect location-based information that is personally identifiable we will give you options to manage your disclosure of this information within our Application or on your Device. Depending on your version of TasteBudPlayer and the functionalities available on your Device you may benefit from advanced options to manage the disclosure of location-based information.

7.2 Where this technology is used in conjunction with any Third Party Applications or Sites further information on usage policies and options management shall be available from such third parties. It is your responsibility to find, read and understand the usage policies of these services, get fully familiar with all the available disclosure options and manage these in a way that fits your purposes.

7.3 As a separate issue, you may receive contextual advertising from us. Please see the Section on ADVERTISING above.

8. COOKIES

8.1 Like most other websites and services, we use cookies, SDKs and other similar technologies to help distinguish you from other users and so that we can continue to develop and improve our Services.

8.2 A “cookie” is a small amount of data sent from our server and stored on your device. An “SDK” is a software development kit that serves a similar functionality as a cookie, but for mobile applications. A web beacon actively monitors the behaviour of a user visiting the Website. We may use cookies, web beacons, SDKs and similar technologies to collect, process or disclose information, either in the course of our service delivery or while advertisements are being served to you. This allows us to store and retrieve login information on a user’s system and provide us with data on your usage of the Service and your interaction with the advertisements, which we use to provide you with content and for reporting and analytic purposes. Such data helps us to improve our Services and enables us or any third party advertisers to deliver more targeted advertisements. Any cookies used by advertisers are covered by the privacy policy of the relevant advertiser. Most browsers are initially set up to accept cookies, but you can usually set your browser to prevent this from happening.

8.3 Different cookies and SDKs are used to perform different functions. By using the Services, you accept the use of cookies and SDKs in accordance with this policy. The Services serve the following cookies, SDKs and similar technologies to your device:

(a) Google Analytics: collects information in aggregate form to help us understand how the Services are being used and from what source you come to the Website. This helps us to estimate our audience size and usage patterns and to improve our Services, for example, by ensuring that users are finding what they are looking for easily. To opt out of being tracked by Google Analytics across all websites, visit <http://tools.google.com/dlpage/gaoptout>;

(b) Advertising optimization served by Google, Rubicon and Instal SDK: help us to improve and target the advertising that is served to users so that it is as relevant as possible.

(c) User authentication cookies: allow users to log in and share activity via social media (e.g. Facebook).

(d) Functionality cookies and SDKs served by Firebase and Branch.io: used to recognize you when you return to use and access our Services and to store information about your preferences (e.g. choice of language or region), so that we can ensure that the Services are tailored to your individual interests.

(e) Analytical and performance cookies and SDKs (e.g. served by Fabric): allow us to monitor the number of users on our Services, how they use them and the performance of the Application. This enables us to improve the functionality and reliability of our Services.

8.4 You will need to either accept or reject cookies when you log into our site. However, if you reject cookies you may be unable to access certain parts of our site.

9. YOUR RIGHTS

9.1 You have the right to ask us not to process your personal data for marketing purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at adarivamsi@gmail.com

9.2 TasteBudPlayer may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

10. ACCESS TO INFORMATION

10.1 The Code gives you the right to access information held about you. Your right of access can be exercised in accordance with the Code. Please contact Mr Massimo Ciociola whose details are listed in the Contacts Section below if you wish to receive a copy of the information held about you. There may be a small administrative charge for providing the information to you.

11. CHANGES TO OUR PRIVACY POLICY

11.1 Any changes we may make to our privacy policy in the future will be posted on our Website or through the Application or, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes made to this policy.

12. CONTACT

12.1 Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to info@TasteBudPlayer.com

13. CONSENT

13.1 We will not process any personal data without your prior consent to be given by checking a box on the www.TasteBudPlayer.com Website or in the Application. In the absence of such consent you will not be able to register as a user of the services on the website.

Last Updated August 2017