

Deliver My Tune
Terms & Conditions of Use

This Agreement (“Agreement”) entered into and effective as of the date set forth below from the date you the User create an account on the website//www.delivermytune.com//and click on “I agree” check box by and between:

1. Parties

Deliver My Tune a Company incorporated under the Companies Act 2014, with Email :dmt@delivermytune.com

And

You the User: contains the terms and conditions under which DELIVER MY TUNE agrees to provide You with the services described as Terms & Conditions made available to you on the Website//www.delivermytune.com//which You expressly confirm that have read and accept it in its integrity.

2. Effective Date

Effective date is the Initial Term the duration of our contractual relationship is initially till the existence of the company, Deliver My Tune unless terminated earlier in accordance with these Terms of Service. The Agreement shall renew automatically for additional 12-month periods unless You or We notify to the other the desire not to renew at least fifteen (15) days prior to the expiration of the Term.

3. Service Fees

All prices listed hereunder are including GST and/or any other applicable taxes, levies, or fees required by any applicable law, rule, regulation or governmental body.

Setup Fee- You shall pay an initial amount as mentioned on the website for setup and the required Distribution of your song through the website. This amount is due upon the acceptance of this Service Agreement.

4. General Terms and Conditions

The DELIVER MY TUNE services shall be provided in accordance with:

1. The Service Agreement set forth in this document.
2. The Terms of Service which are made available to You in your Account and attached to this Agreement for informational purposes.

5. Privacy Policy

Changes to Terms and Conditions: Subject to the User's right to terminate this Agreement, DELIVER MY TUNE reserves the right to make changes to this Services Agreement and the Terms of Service at any time during the Term of which DELIVER MY TUNE shall not give the USER notice of any such proposed changes, and the changes shall apply from the date the said changes are made available on the website//www.delivermytune.com//. By continuing to use our services after any changes to this Service Agreement take effect, you agree to be bound by those changes. If you do not agree with any changes, you can terminate the agreement in the terms described in the Terms of Service.

DELIVER MY TUNE's Liability: DELIVER MY TUNE's liability for loss or damage is limited as provided in the Terms of Service.

Non-exclusivity: The USER engages DELIVER MY TUNE for the use of the services provided over the DELIVER MY TUNE platform on a non-exclusive basis.

Software as a Service - Terms of Service

Please read these Terms of Service very carefully as they constitute a binding agreement between you (in these Terms, the User or You), and us (in these Terms, Deliver My Tune, We or Us) and are effective upon the registration on the Platform, available at <http://delivermytune.com> (hereinafter, the Platform) or the execution of the Service Agreement. Formally, the provider of the service and responsible of the Deliver My Tune platform is Online Music Distribution Company, which is a Company incorporated under the Companies Act, 2014 constituted and existing under the laws of India and you can reach us for any concerns via email at dmt@delivermytune.com. It is important you fill out all the information required in the Setup - General Information section of the platform as this information is an essential part of the contractual relationship between us. We made our Terms of Service as easy to read as possible, but if you have any doubt or query, please contact us by using any of the communication channel described above.

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1. **Definitions**

To facilitate the understanding of these Terms of Service, the following principal expressions shall have these meanings:

“Client/Artist”: that’s You, a music label, distributor, music aggregator or other entity that has a SaaS (Software as a Service) Agreement with Us.

“User”: refers to any individual that accesses or makes use of a Digital Music Service.

“ Digital Distribution ”: means the transferring by any means of data transmission or communication, through the internet, internet radio, kiosks, in-store listening posts, mobile, wireless, satellite and similar communication systems, whether now known or existing in the future, of the End User Content in multiple digital formats including but not limited to clips, permanent downloads, subscriptions, streams and timeout-downloads, ring-tones and ring-back tones and any other means.

“ Digital Music Service ”: means any digital outlet, such as music download portals, music and video streaming services, mobile music platforms, digital (and terrestrial) radio stations, digital (and terrestrial) television networks, and mobile networks (each a “ DSPTS ”, i.e.: Apple Music, Spotify, Tidal, Deliver My Tune Play, etc.), that enables Customers to purchase and/or listen to End User Content.

“ End User ”: that’s your client (hereinafter, the End User), which is an artist, songwriter, author, producer, agent (including royalty recipients), rights holder or others who are authorized and entitled to exploit certain music (including the composition and the recording) and to use the Platform, the Platform API or portions thereof.

“ End User Content ”: means all intellectual property works (including

without limitation musical works, recordings, video clips, ring-tones, real-tones, lyrics, logos, covers and photos) as to which the End User has the necessary exploitation rights.

“ Platform ”: refers to the digital music supply chain and accounting platform available at <http://Deliver My Tune.com> or your designated subdomain.

“ Service ”: means the service provided by Us through the Platform, by which You can provide services to End Users including, but not limited to making the End User Content available on Digital Music Services (here, the Digital Distribution Services); Royalty Processing and Accounting; and Royalty Payouts.

2. General Conditions of the Services

2.1 The purpose of this agreement is to establish the general conditions by which we will provide the Service to You via the Platform. For information purposes, the features of the Platform include but are not limited to:

- Upload of the End User Content to the Platform for its availability on Digital Music Services.
- Selection of the channels, territories and Digital Music Services where End Users want their content to be available at.
- Optional services, including quality control, distribution, updates and storage.
- Pay directly the corresponding fees for the contracting services.
- Hosting of the End User Content.
- Qualification, transformation and transmission to Digital Music Services.
- Updating of distributed works in Digital Music Services.
- Takedown of content.
- Assigning codes (ISRC, UPC, ISWC).
- Accessing sales and usage reports of the End User Content in the Digital Music Services.
- Request out payment of the Royalties generated by the End User Content.
- Manage and receive Public Performance Rights.
- Manage and receive Reproduction Rights.

Nonetheless, We reserve the right to include new functionalities or eliminate any of the features of the Platform, to change the characteristics, design, appearance or presentation of the Platform and the Service provided these changes shall be notified correspondingly to You, in which case, if You are unsatisfied with the resulting Platform, You can

terminate the relationship in the terms described in these Terms of Service.

2.2 As a consequence, the Service that We will provide to You includes in essence the following:

A. Deliver My Tune Digital Supply Chain Service, which includes:

- (1) Secure web-based access to the Platform;
- (2) Possibility to provide to End Users the following services: aggregation, storage, management, encoding and exportation of End User Content (including metadata, etc.) to Digital Music Services.
- (3) Upon request, update and takedown of Client Content and Client metadata in DSPS.
- (4) Provision of these services using your own brand, only with the limitations described below.
- (5) Control Quality (QC) by You or by Deliver My Tune.

B. Deliver My Tune-Aggregator Service, which includes:

- (1) Distribution of End User Content (including metadata, etc.) to Digital Music Services under the contracts that We have executed with Digital Music Services

C. Deliver My Tune-Own Contract Distribution Service, which includes:

- (1) Distribution of End User Content (including metadata, etc.) to Digital Music Services under the contracts that You have executed with Digital Music Services

E. Deliver My Tune-Royalty Administration Service, which includes:

- (1) Aggregate reporting statements generated and reported by the DSPS
- (2) Reflect such data, as provided by the DSPS, in the interface of the Platform.
- (3) Facilitate a process flow via the Platform for royalty payouts and royalty liquidation and transaction management.

3. Description of the Services

3.1 We will provide to You services known as “Software as a Service”, by which you will be able to offer to End Users the Platform as a “white label digital supply chain service”. Therefore, We hereby grant You a non-exclusive non-transferable, worldwide license to use the Platform in

accordance with the Terms of Service set forth herein, which you undertake to have read and accepted upon the acceptance of these Terms), and solely for the purpose of offering to End Users your Digital Music Supply Chain and Royalty Administration Services, as also described herein. Consequently, and among others, You can't use the Platform for any purpose different than established herein, You can't copy or download the Platform or any part thereof, and We reserve all rights not expressly granted to You.

3.2 Administrator Account. You shall designate an administrator who You authorize to create End User accounts and otherwise administer your interaction with the Platform. Such Administrator Account shall be used solely by You and may not be transferred or shared with any third-party. You acknowledge that you are exclusively responsible for all activity occurring under your Administrator and Client Accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Client's and end-users' use of the Service, and your provision of services, including those related to data privacy, international communications and the transmission of technical or personal data. Any fraudulent, abusive, or otherwise illegal account activity shall constitute a basis to terminate the Services, the license granted under Section 8.2, and this Agreement.

3.3 The Digital Music Services which are available through are listed in the "Distribution->Channels" section. We reserve the right to add or eliminate services from this list, which shall be notified correspondingly to You. In case You have executed a direct agreement with a DSPS, You must provide the details of each of these in the configuration document that we will facilitate to You in order to distribute the End User Content to the DSPS via your contract over the Platform.

4. **Obligations**

4.1 By accepting these Terms of Service, You assume and undertake, essentially, the following obligations:

- The End User Content must comply with our Content Style Guide, which is available here <https://Deliver My Tune.com//>. Therefore, You are responsible for the proper and adequate uploading to the Platform of End User Content.
- As We are just providing a software as a service, You must secure and pay for all authorizations, licenses, consents, and agreements necessary in respect of End User Content.

- You are solely responsible for payment of all royalties, fees, levies and any other amounts owed to third parties (including without limitation End Users, artists, producers, composers, lyricists, publishers, collective management organizations, etc.) arising from the Client's use of the Service.
- You shall provide Us with information reasonably requested to fulfill your obligations hereunder and shall cooperate with Us to resolve technical issues relating to your or End User's use of the Platform in a mutually satisfactory, cost-effective manner.
- In case You have executed a direct agreement with one or more DSPS, You shall in no event less than once every calendar month, provide Us with a report of all sales of End User Content delivered using the Platform. These sales reports must be uploaded by You via the administrator account.
- You must make sure that End User Content does not contain any material that is defamatory, racist, obscene, illegal or which infringes the rights of any third party.
- You warrant that all End User's personal information treated by You through the Platform will remain confidential and have agreed not to disclose it to others in accordance with our Privacy Policy.
- Certain DSPS may have policies related to fraud and suspected fraudulent activities. You agree to search such policies and inform correspondingly to your End Users, if any, and that such policies shall be binding upon your End Users.
- In case of invoices issued on behalf of your Company, the legal and fiscal responsibility will be on your side.

4.2 Contractual Relationships with DSPS. In case You have a direct relationship with DSPSs, You agree to use your best efforts to include the following provisions in your separate agreements with each of them:

- The designation of the Deliver My Tune Platform as your online distribution platform;
- The appointment of Us as the operational and technical contact for matters relating to the digital distribution of End User Content;
- Uploading to the Platform of data identical to that required pursuant section 4.1;
- The DSPS shall cooperate with Us to implement delivery and reporting requirements and to resolve technical issues relating to Your use of the Platform in a mutually satisfactory manner.
- Each DSPS will designate a technical contact person for both reporting and delivery implementation communication with Us.

4.3 Loss of Rights. In case you do not have contractual relationships with all DSPSs, if at any time during the Term, You reasonably believe that End Users, or any of the labels represented by You, don't have, or no longer have the rights necessary to authorize DSPSs to make certain End User Content available, then You are obliged to withdraw, using the mechanisms therefore established within the Deliver My Tune platform, authorization for any use of such Client Content in DSPS by raising a "Takedown Request". Following such request, Deliver My Tune shall use commercially reasonable efforts to cease to make available such Client Content on the DSPS as directed within sixty (60) calendar days after Deliver My Tune's receipt of such Takedown Request.

5. Royalties and License Fees

In case You use Deliver My Tune's contracts with DSPSs, the following articles apply:

5.1 Payment of License Fees. In consideration of the authorizations and rights granted to Deliver My Tune hereunder, Deliver My Tune shall pay to Client, the Royalties and License Fees which are reported and paid to Deliver My Tune by the DSPSs according to the conditions established in the Service Agreement. If Deliver My Tune remits payments with respect to Client Content owned by artists, related labels, affiliate labels or "sub-labels," Client assumes all responsibility for forwarding any such payments to the appropriate related Clients, artists, labels, affiliate labels or sub-labels.

5.2 Reporting. Deliver My Tune shall make available to Clients monthly and at the latest on the 25th (twenty fifth) of each month, a precise, reliable and exhaustive royalty statement of sales of the client Content on the basis of the sales information received from the DSPS. This statement shall be provided to Client by means of the Deliver My Tune interface or API; in an Excel, txt or csv format, by uploading it to their dashboard, or any other format in accordance with Deliver My Tune's standard business practices.

- Excluded Streams. Deliver My Tune or DSPS shall not be required to pay Client any License Fees or Royalties with regard to any Stream or download of Client Content that is not more than sixty (60) seconds in duration; designated as "Promotional use" in the contracts between Deliver My Tune and each DSPS; or marked as "Fraudulent content".
- Mislabelled Content. Client understands and agrees that DSPS may contain Mislabelled Content and that Deliver My Tune, or the DSPS shall

not be held liable for payments to Client or on such Mislabeled Content until the Mislabeled Content is identified and corrected or eliminated by Client.

5.3 Royalties: Deliver My Tune shall not confirm sales amounts to Client monthly of any month. Deliver My Tune shall not request an invoice for the confirmed amount to Client. Deliver My Tune will pay the said invoice at the latest 45 (forty five) days after reporting it. Payments will be made by electronic funds transfer (EFT) to the bank Account provided by the Client. If the amount owed does not meet a balance of Rs 3000//\$50, then such balance will be rolled into the following month. Any costs, fees, levies or taxes related to Royalty out payments by electronic funds transfer (EFT), will be accounted for and paid by Client.

5.4 In compliance with International Copyright Law, Deliver My Tune will respond expeditiously to remove or disable access to material from any of these categories that has been distributed using the Deliver My Tune platform. Deliver My Tune will in these cases follow it's Anti-Fraud Policy, which is, in case of any copyright issue or publishing right issue or publishing house issue, Deliver My Tune will not be liable for any refund on upfront fee or payment of royalty against the particular digital distribution over the Deliver My Tune platform.

5.5 Deliver My Tune may block and withhold (escrow) Royalties in any Customer or Client account that are received in connection with content that Deliver My Tune believes, in its sole discretion, violate the Deliver My Tune Service Agreement or the Agreements we have with DSPS. Royalties may be kept in escrow until a timeframe of maximum 24 months has passed or till the time the ownership over such royalty is not proven to be of the User.

5.6 Deliver My Tune may recoup any amounts due to a Client/End User from any DSPS for any fraudulent or unauthorized use of the service by withholding such amounts from future payments due to an End User.

5.7 To the extent any fraudulent and/or infringing activities are determined to be caused by the End Users' actions, any costs incurred by Deliver My Tune (including legal fees and expenses) in connection therewith may, in addition to other remedies, be deducted by us from any future payments due to a Client/End User.

5.8 In the royalty invoicing process, we will report back fraud or any unauthorized activity that we detected to the affected DSPS before

invoicing to such DSPS so they can revise the content, takedown if needed and adjust the amount of royalties to be invoiced by Deliver My Tune to them on behalf of a Client or End User. In case the content is taken down because of fraudulent activity, Deliver My Tune will take down the content and block in all royalties.

6. **Fees**

6.1 You undertake to pay to Us the corresponding fees, as defined in the Service Agreement.

6.2. Deliver My Tune shall not send you any invoice which includes the Monthly Subscription Fee, Usage Fee, Royalty Administration Fee, and Support level Fee of the previous month.

6.3 In case a Royalty Administration Fee is applied as a Revenue share, this will be calculated on the basis of the digital revenues processed during the month multiplied by the applicable Royalty Administration Fee Revenue Share percentage as specified in the Service Agreement.

6.4 In case an invoice for Service Fees or charges for other services related with this Agreement are due for more than sixty (60) days, Deliver My Tune reserves the right to deduct the amount of this due invoice from the Royalties and License Fees paid to compensate said invoice.

6.5 In case Client fails to pay the Service Fees or charges for other services related to this Agreement within five (5) business days of our notice to Client that payment is due or delinquent, or if Client does not update payment information upon our request, Deliver My Tune may suspend or terminate access to and use of the Service by Client and its' Customers.

6.6 All payments to Us shall be made by online transfer, through the designated billing interface we have created for this purpose, where you can, among other things, view your invoices, access your payment history, make payments via secure payment gateways and change credit card information (e.g. upon card renewal). According to the current regulation, You will receive an invoice upon each receipt of payment from the payment gateway. We use a third-party intermediary to manage credit card processing and this intermediary is permitted to store, retain or use Your billing information except for processing payments for Us.

6.7 If You believe a Service Fee invoice is incorrect, You shall pay the undisputed portion of the Service Fee on a timely basis and both will cooperate in good faith to determine if any adjustment is necessary for the remaining amount.

7. Duration and Termination

7.1 The duration of our contractual relationship is initially 12 months, unless terminated earlier in accordance with these Terms of Service. The Agreement shall renew automatically for additional 12-month periods unless You or We notify to the other the desire not to renew at least ninety (90) days prior to the expiration of the Term.

7.2 In the event of termination, You must pay all outstanding amounts to Us in a maximum period of five (5) days from the notification date. We will transfer to you any positive balance (preferably via EFT), whichever is the case, in addition, in the event of termination, the Sunset protocol will be activated in accordance with section 11. Moreover, You authorize Us to eliminate the End User Content from DSPSs, suspend your account, block the access (to You and the End Users) to the Platform and hide all the files and information uploaded by You and/or the End Users to the Platform. The termination shall not affect the accrued rights and obligations of the parties at the date of termination.

7.3 Additionally, We may terminate our relationship and the Service:

- a) In the event You breach any term or condition established by Us (here or in any other document accepted by You) and You fail to remedy such breach within two (2) days of the date of notice from Us;
- b) If no new End User Content is uploaded to the Platform for a successive period of 6 (six) months, We reserve the right to terminate the relationship;
- c) In case you fail to pay any Fees to any third parties according to section 4.1
- d) In case any outstanding balance is not paid as per Section 6, We will have the right to terminate the relationship and cease the Service.
- e) If You become the subject of any proceeding related to your liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within sixty (60) calendar days;
- f) If You and/or End User Content infringe our Intellectual Property Rights.
- g) In case you commit any unlawful activity using the Platform or the Service.

h) If at any time during this Agreement, Client is involved in any situation or occurrence which embarrasses, offends, insults or denigrates Deliver My Tune employees or any of its business partners.

7.4 In all cases, all costs due for any Service provided by Us until the termination date, must be duly paid by You. No refunds or credits will be provided to You if You elect to terminate the Service prior to the end of any subscription cycle.

7.5 Upon the termination of the Service we may permanently delete all files and information stored in your account and hosted by Us, including the End User Content, with the exception of any archival copies maintained in accordance with standard business practices and/or applicable law, rule or regulation.

7.6 We will not be liable to You for damages of any kind because of the termination of our relationship in accordance with these Terms of Service. Our respective rights and obligations contained in sections that by their nature are intended to survive, will survive the termination of this relationship.

7.7 Regardless the termination of the Service, You and We agree to maintain in force those contracts signed by Us with third parties before receiving the notification of termination in the event the contracts with such third parties would be still in force.

8. Intellectual Property Rights

8.1 Nothing contained herein shall be construed as granting or conferring any property rights in the Platform or any part thereof to You; therefore, We are not granting to You by means of these Terms of Service, the right to exploit our Intellectual Property Rights (including but not limited to copyright, patent, trademarks, registered marks, trade secrets and confidential and proprietary information relating thereto). All these rights are expressly reserved by Us and, as a consequence, We will retain all ownership rights to the Platform, our brands, technology, etc., together with any complete or partial copies thereof.

8.2 Services and Platform Licensing. The Services and Platform are provided and licensed to You for use during the term of this Agreement, for the entire world, on a non-exclusive basis, and solely for the purpose of offering to End Users digital music supply chain services to DSPs. This license is provided with the limitations established in section 15.

8.3. Marks, trade names or logos. Each party grants to the other a non-exclusive, non-transferable, limited license to use its trademark, trade names and/or logos, and any other rights, but solely to carry out its obligations under these Terms of Services or for sales and marketing purposes. Both parties agree to comply with any usage guidelines provided by the other in respect of the use of the other's marks, trade names or logos.

9. Fraud

9.1 We work very hard and invest extensive resources to avoid automated and fraudulent behaviors. For this reason, we have created a specific Anti-Fraud Policy. When you accept these Terms of Service, you also acknowledge and accept among other commitments, You will not, and will not authorize any third party to, directly or indirectly, generate automated, fraudulent, or otherwise invalid playback actions, especially in Digital Music Services. Additionally, You undertake to make this Anti-Fraud Policy yours and, as a consequence, implement it in your own Services and require all End Users to accept and comply with this policy.

9.2 In this Anti-Fraud Policy we have implemented a 3-strike policy; therefore, please, read the policy carefully as We will be very strict applying it.

10. Quality Control Timing (QCT)

10.1 We have the obligation to guarantee the quality of the End-User content that is provided to the DSPS, therefore we apply a strict quality control to this content to ensure that it complies with the specifications and recommendations required by said DSPS.

10.2 In accordance with point 4.1, first paragraph and subsequent points, You and your End Users are required to comply with the Content Style Guide and other obligations indicated. Therefore, you are responsible for informing and ensuring that the content uploaded by the end user to the platform has the highest possible quality and is free of any errors and irregularities in terms of ownership, trademark, and copyrights.

11. Sunset Protocol

11.1 The termination of our contractual relationship in accordance with section 7 will have as a consequence the termination of the Service and

closure of your Administrator Account(s) and all related End User Accounts. For this situation, we have created a specific SunSet Protocol, which will be made available to you upon notification of termination of our contractual relationship. When you accept these Terms of Service, you also acknowledge and accept this SunSet Protocol will be activated upon termination of our contractual relationship and, therefore, You accept that, in such case, among others the obligations specified hereunder exist.

11.2 For shutting down the service as a consequence of the termination of our contractual relationship a 90-day Sunset Protocol applies which includes the following steps:

1. End-User notification and End-User Content Takedown. Within 24 hours after the termination of our contractual relationship, you shall inform your End Users the Service made available to them under your designated subdomain will be shut down within in a 3 months timeframe and their content will be taken down automatically on all DSPS within 30 days of the notification. You are obliged to send a copy of this End-User notification notice to Deliver My Tune at the same time this notification is sent to your End-Users. In case End Users want to takedown content per immediate within this 30 day period, they can do so, using the "Takedown from all channels" button in the tab ". Distribution" in each album. After a 30 days period, the End Users content will be taken down automatically on all DSPS, or, after mutual agreement, migrate to a designated partner of Deliver My Tune.

2. Distribution Block. The distribution channels available on the platform in your Administrator Account(s) and all related End User Accounts will be disabled immediately after the termination of our contractual relationship, so new content can not be sent to the DSPS.

3. "Sunset Access" period. End Users will be able to access the Platform to see their sales data and claim royalties for 90 additional days after the End-User notification, due to delays in royalties processing on the DSPSs' end.

4. Shutdown. 90 Days after the End-User notification, the Service will be terminated, access will be closed to your Administrator Account(s) and all related End User Accounts and the last royalty payment of any remaining Royalties that are due, will be made to You.

11.3 The SunSet Protocol can be provided to you at any moment during

the Term of this Agreement upon your Request.

12. **No Refund Policy**

You agree upon the acceptance of this Agreement that we have a no refund policy on all services and products we offer.

13. **Privacy**

Our data protection policy is described in the Privacy Policy. The Privacy Policy is part of our relationship and, therefore, when you accept these Terms of Service, you are also acknowledging and accepting our Privacy Policy, which is available to You and all end users in the "Legal" section of their account.

14. **Service Level**

14.1. Uptime. We will do our utmost best to ensure that the Platform and the Service are accessible 98% of the year, but We cannot guarantee this. In case a failure is a result of (1) hardware, (2) internet service disruptions (3) maintenance or downtime of our provider(s) or (4) acts of God and other instances of force majeure, and (5) downtime as a consequence for routine systems maintenance, such a failure cannot be qualified as material default except in the event such failures are due to gross negligent behavior by Us.

14.2. Service Limitation. The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. While We designed the Platform and the Service to provide a secure system, no security systems are fail-safe or immune from unauthorized intrusion; thus, You acknowledge and represent that such contingencies may occur, that You have evaluated this and accept such limitations. As a consequence, We shall not be responsible for any delays, failures, or other damage resulting from such problems and the Limited Warranty does not apply to the foregoing.

14.3. Incidences. Our technical staff receives automatic alerts from the Platform in case any incidents occur outside office hours. Recovery procedures will be executed as soon as incidences are detected.

14.4. Maintenance. You will not be informed prior to maintenance activities in case these activities may temporarily disrupt the service.

14.5. Upgrades. We reserve the right to regularly perform upgrades on the Platform. Existing features may be changed and new features may be added during these upgrades.

14.6 Technical assistance is available to You through the knowledge base at <http://DeliverMyTune.com> and via E-mail: dmt@DeliverMyTune.com.

15. Warranty & Limitation of Liability

15.1 We cannot warrant to You that the Platform and the Service will meet your requirements or the requirements of the End Users. Except as expressly provided in these Terms of Service, We provide the Services and the Platform “as is” and without warranty. We disclaim all other warranties, express or implied, including the implied warranties of non-infringement, merchantability and fitness for a particular purpose. The Platform cannot be tested in every possible operating environment, therefore we do not warrant that the functions contained in the Platform will meet your requirements and of the End Users, that operation of the Platform will be uninterrupted, or that the Platform is error free. Except as set forth herein and to the extent permitted by law, all other warranties, expressed or implied, statutory or otherwise, including, but not limited to, implied warranties of merchantability, quality and fitness for a particular purpose are excluded on the part of Us. Neither Us nor any of our third-party suppliers or partners shall be liable for any injury, loss or damage, whether indirect, special, incidental or consequential nor for any lost profits, contracts, loss of data or programs, the cost of recovering such data, or incorrect, defective or faulty performance of End User Content.

15.2 You will assume all liability and defend, indemnify, and hold Us and any party, harmless for the use of the Platform and the Service.

15.3 Our liability under or in connection with the Platform and the Service (including damages) whether arising from negligence, breach of contract or otherwise shall be limited to the value of the fees paid by You to Us during the 12 months prior to the claim.

15.4 We shall not be liable for any loss of, whether arising directly or indirectly, (a) profits, (b) savings, (c) goodwill, (d) reputation, (e) revenue, (f) anticipated savings, (g) business or opportunity or (h) any other like pure economic loss; nor any special, indirect, consequential or incidental losses or damages of any kind or nature whatsoever regardless of whether in each case arising from breach of contract, warranty, tort,

strict liability, negligence or otherwise, even if advised of the possibility of such loss or damage, or if such loss or damage could have been reasonably foreseen.

15.5 We respect the rights of others (including copyright, image and personality rights, etc.) and expect our clients to do the same. In compliance with the European Directive on Liability of Internet Service Providers, we will respond expeditiously to remove or disable access to material uploaded by users of the Platform and/or the Service that is claimed to infringe third parties' rights.

16. **Miscellaneous**

16.1 Non-assignment: You may not assign your account or any interest therein to any third party (including companies of your same group), without our express prior written consent. You agree to give the right to accept/ deny of such requests is at the sole decision of Deliver My Tune.

16.2 Severability: If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force

16.3 Notifications: Any notice that You or Us need to effectuate in connection with the development and performance of these Terms of Service shall be, whichever their object, by email at the addresses listed on your account on the Platform and, to Us, through the following means: Email: dmt@Deliver My Tune.com

16.4 Amendments: We may amend these Terms of Service, the Privacy Policy, Anti- Fraud Policy or any other legal document from time to time, in which case the new terms will supersede prior versions. For your continued use of the Service and/or the Platform following the effective date of any such amendment may be relied upon by Us as your consent to any such amendment, please keep a track on the updates of such amendments on the platform. Our failure to enforce at any time any provision of these Terms of Service, Privacy Policy or any other legal document does not constitute a waiver of that provision or of any other provision of our terms.

16.5 Confidentiality: In the event We provide any kind of information to you (including but not limited to statistics of the Platform, performance KPIs, marketing material, etc.) You agree to treat such information as

confidential and in no event shall be utilized (for its benefits or for third parties), disclosed, transmitted to third parties or made public in any way by You without our prior written agreement.

16.6 Law and Jurisdiction: Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the Indian Arbitration Rules under the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of a sole arbitrator appointed by Deliver My Tune. The place of arbitration shall be New Delhi (India). The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the laws of India.

Anti-Fraud Policy

For the purpose of this Policy, the “End User” will be the person or entity that contracts with us, accepting the Terms of Service, providing content that will be made available on DSPS (that is, “Digital Music Services”).

“We” or “Us” are the provider of the service, [Tenant name].

The purpose of this policy is to provide:

- A clear definition of what we mean by “fraud”
- A definitive statement take distance of fraudulent activity in all its forms
- A summary to End Users of their responsibilities for avoiding fraudulent activities
- Guidance to all parties involved as to action which should be taken when we, the DSPS or any other third party suspect any fraudulent activity.
- Clear guidance as to responsibilities for conducting investigations into fraud related activities.
- Protection to rights holder in circumstances where they may be victimized as a consequence of fraudulent activities.

This document is intended to provide guidance and should be read in conjunction with:

- The Terms of Use
- The Privacy Policy

Table of Contents:

- Definitions
- Policy
- What DSPS are doing about it
- What we are doing about it
- How we deal with suspected Fraud
- The consequences of Fraudulent use of our Platform or Services Severity,3- Strike Policy and Blocking of Accounts, Resolving a Strike
- Withholding Royalties (“Escrow”) for blocked accounts
- Takedowns

Definitions

For the purpose of this policy, Fraud is defined as (but not limited to) the unauthorized exploitation of material protected by copyright (Copyright Infringement); the use of (modified) artist, band or label names or artwork which may create confusion or false expectations related to content which is served to consumers by DSPS (i.e., Musical Spam); the use of automated digital bots or other means to “click” on payment-generating links pretending to be consumers (i.e., Click Fraud), producing unnatural and fraudulent incomes; the upload of distorted music also to generate revenues and other unauthorized activities coming from disloyal users.

Policy

Fraud in all its forms is wrong, and is unacceptable to us. This is because where fraud occurs:

- It is not just a loss to us, but ultimately to other content creators, damaging their copyrights, reputation or reducing the royalty pool which is made available by the DSPS to content creators.
- It may have a major impact on our reputation, our contracts with DSPS and therefore again on other End

Users using our Services.

Our objective is that fraudulent usage of our Services is eliminated. Any indications of fraud will be rigorously investigated and dealt with in a firm and controlled way.

What DSPS are doing about it

Most DSPS use a mix of algorithms and humans to scan their catalog to avoid potential fraud or unauthorized use of their service. Once they have identified fraudulent streaming they take down the actual content and inform us about the case, reserving the right to withhold from future payments the amounts previously generated through suspicious activities.

What we are doing about it

We are actively taking action in the following fields:

- We are automatically monitoring (historic) sales data to combine this with other information (i.e., artist profiles, End User information, social media, etc.), to detect possible irregular activity.
- Our entire back catalog and all new tracks are fingerprinted and matched against several databases to avoid multiple uploads of the same song, uploads of “white noise”, “empty songs”, upload of already copyrighted materials and, in general, any unauthorized activity.
- Our quality control (QC) processes are designed to track down the use of metadata that can be misleading, resulting in Musical Spam or any other unauthorized activity.

How we deal with suspected Fraud

- In case we detect or have suspicions of any unauthorized activity (including bot-generated streams, click fraud , music spam, etc.) from a specific Account, we will require the corresponding End User to cease such activities and warn the End User via a 3-strike policy system, resulting in blocking of the End User account in case our warnings are ignored.
- We may block and retain revenues in any End User account that are received in connection with content that we believe, in our sole discretion, violate the Terms of Use or the agreements we have with DSPS.
- Blocked accounts can only be unblocked following the strict protocol described below.
- In case an account is marked with potentially unauthorized activity, we are putting into practice a preventive account block or a 3-strike policy, warning the End User and, once the last strike is applied, we retain the payment of Royalties during 24 months of receiving the payment by DSPS, in order to refund the suspiciously-generated payment to DSPS, if necessary.

The consequences of Fraudulent use of our Platform or Services

- If we deem that an End User is breaching the Terms of Use of the Service, we will have the right to terminate the contractual relationship and close the Account. Additionally, we will have the right not to renew the service agreement in our sole discretion.
- We may recoup any amounts due to an End User from any DSPS for any fraudulent or unauthorized use of the service by withholding such amounts from future payments due to an End User.
- To the extent any fraudulent and/or infringing activities are determined to be caused by the End Users' actions, any costs incurred by us or our providers (including legal fees and expenses) in connection therewith may, in addition to other remedies, be deducted by us from any future payments due to an End User.

Severity, 3-Strike Policy and Blocking of Accounts

Either during our QC process or during the sales confirmation process, our system may alert issues on possible fraudulent content or accounts. We divide these issues into 3 severity tiers:

- F0: Critical issues related to an End User Account
 - F1: Issues related to Click Fraud
 - F2: Issues related to Musical Spamming and Copyright issues
- F0 and F1: Critical issues related to an End User Account, Issues related to Click Fraud Once possible fraudulent content or accounts are detected, End User Accounts will be blocked preventively in the following cases which we consider very severe:

F0: Applicable cases

- One PayPal email address is linked to several End User accounts on the platform.
- An End User has entered in his or her profile fake or incorrect information or audios that belong to a third party.
- Repeated, inconsistent IP activity versus declared country of origin on an End User profile.

F1: Applicable cases

- An End User account contains releases from unknown artists which are generating a considerable number of streams or views and subsequently,

revenues in a short period of time without a minimum fanbase (listeners or viewers) to support it.

- Any sudden uplift in sales without corresponding numbers in profile views or social media to support it.
- An account generating royalties without having any detailed customer information.

F2: Issues related to Musical Spamming and Copyright issues

Applicable cases

An account receives a strike when one or more of the following problems are detected:

- A release contains compound artist names, using (a mix of) famous artist names added to the release in order to attract consumers to click.
- A release contains copyrighted material from someone who is not the Account holder.
- We received a content infringement ticket from a DSPS. In case we detect one or more of these factors in an End User account, the End User will receive a ticket or notice, indicating we have detected potential infringing or unauthorized activity and the corresponding account is blocked preventively while information from the End User is required.

Unblocking an account.

In case an End User provides the requested information within 5 working days, and the information can be verified, the account can be unblocked. We may request End Users to take the following steps in order to unblock the account:

- The End User information must be fully completed.
- The End User has to send us a copy of an identification document (passport or national ID).
- In most cases we also request artist profiles, website url(s), Twitter, Facebook, Instagram, etc., profile information from the artist in order to contrast this with the sales data. These profiles must have historical data to support the sales data.

Blocked account policy

- In case an End User cannot, or refuses to provide the requested information within 5 working days, we may block and withhold revenues in any End User account that are received in connection with content that

We believe, in our sole discretion, violate our Terms of Use or the agreements we have with DSPS.

- End Users with blocked accounts will not be able to access the platform and, therefore, enjoy our services.
- All End User content is taken down.
- The money is kept in escrow until a timeframe of maximum 24 months has passed.
- If during these 24 months, there have not been any disputes or claims by DSPS or third parties, the funds will be released and transferred to the End User.

Three strike Policy

In case We detect an F1 or F2 issue in an End User account, a strike is applied to the account and the End User which uploaded the content will receive a ticket or notice, indicating we have detected potential infringing or unauthorized activity and additional information from the End User may be required. In case an End User cannot or refuses to provide the requested information within 5 working days, a Strike will be applied to the account. We can apply up to three strikes which have the following consequences:

STRIKE 1:

- End User is informed
- Takedown of questioned content
- Warning of delay on 2nd strike and block on 3rd strike

STRIKE 2:

- End User is informed
- Takedown of questioned content
- 15 Day process delay on all account content
- Warning that account is blocked on the third strike

STRIKE 3:

- Client is informed
- End User account is blocked
- All End User content is taken down
- Royalties will be kept in escrow for 24 months

Once an End User has received three Strikes, we will block the End User's account.

Resolving a Strike

Once a Strike has been applied, we may request End Users to take the following steps in order to release the strike and reduce the risk of blocking their account and/or takedown of the uploaded tracks:

- Correcting the release metadata.
- In case there is doubt about the ownership of the uploaded tracks, the End User must provide proof of this, by sending us a license, contract or ownership certificate.
- Acquiring the applicable licenses. In case We deem, at our sole discretion, that the provided information suffices, the Strike will be resolved. In case the information requirements are not met, the Strike will be applied.

Withholding Royalties ("Escrow") for blocked accounts:

- We may block and withhold revenues in any End User account that are received in connection with content that We believe, in our sole discretion, violate the Terms of Use or the agreements We have with DSPS.
- The money is kept in escrow until a timeframe of maximum 24 months has passed.

The royalties will be held in escrow in order to be able to respond in the following situations:

- An End User proves his account is not fraudulent and, therefore, royalties will be made available to the End User.
- We receive claims from DSPS, asking for a refund of the royalties in case any DSPS deems it was generated through unauthorized or fraudulent activity. Please note that DSPS contractually have the right to reclaim royalties during a timeframe of 24 months, that is why we need to respect this period as well.
- We receive claims from legitimate rights holders, claiming the payout of the royalties that have been retained, plus royalties that already have been paid to End Users with claimed unauthorized or fraudulent activity.

Takedowns

We will only initiate takedowns of suspicious content for blocked accounts and all content that is involved in F0, F1 or F2 issues.

However, please also note that any content may be marked as suspicious by DSPS at their sole discretion and may be taken down at their discretion.

Use of Social Media Platforms

Use of social media platforms through Deliver My Tune will be governed by the terms and conditions listed in Annexure-A. The advertisement policy through Deliver My Tune will be governed by policies listed in Annexure-B.

Royalty Collection from Social Media Platforms

Deliver My Tune reserves the right to collect royalties generated from any/all social media platforms on behalf of the user. Payment of such royalties is subject to payment as per the rules laid above.

ANNEXURE-A

Our Social Media Policy will be governed by the following terms and conditions:

We don't sell your personal data to advertisers, and we don't share information that directly identifies you (such as your name, email address or other contact information) with advertisers unless you give us specific permission. We do not provide any reports about the performance of these ads that help them understand how people are interacting with your content. See below to learn more.

Our Data Policy explains how we collect and use your personal data to determine some of the ads that you will be seen in and provide all of the other services described below.

1. The services we provide

Our mission is to give people the power to build community and bring the world closer together through their music. To help advance this mission, we provide the services described below to you:

Provide a personalized experience for you:

Your experience on Deliver My Tune is unlike anyone else's: from the posts, stories, events, ads and other content that you see on our video platform and other features that you might use, such as Trending, and search. We use the data that we have – for example, about the connections you make, the choices and settings you select, and what you share and do on and off our services – to personalize your experience.

Connect you with people and organizations that you care about:

We help you find and connect with people, groups, businesses, organizations and others that matter to you across the world. We use the

data that we have to make suggestions for you and others – for example, groups to join, events to attend, Pages to follow or send a message to, shows to watch and people who you may want to become friends with. Stronger ties make for better communities, and we believe that our services are most useful when people are connected to people, groups and organizations that they care about.

Empower you to express yourself and communicate about what matters to you:

There are many ways to express yourself and to communicate with friends, family and others about what matters to you – for example, sharing photos, videos and stories/testimonials across the website that you use, sending messages to a friend or several people, creating events or groups, or adding content to your profile. We have also developed, and continue to explore, new ways for people to use technology, such as augmented reality and 360 video to create and share more expressive and engaging content on the website.

Combat harmful conduct, and protect and support our community:

People will only build community on Deliver My Tune if they feel safe. We employ dedicated teams around the world and develop advanced technical systems to detect misuse of our services, harmful conduct towards others and situations where we may be able to help support or protect our community. If we learn of content or conduct like this, we will take appropriate action – for example, offering help, removing content, removing or restricting access to certain features, disabling an account or contacting law enforcement. We share data with government authorities including but not limited to Intellectual Property Authority and the Cyber Cell, when we detect misuse or harmful conduct by someone using one of our Products/Services.

Use and develop advanced technologies to provide safe and functional services for everyone:

We use and develop advanced technologies such as artificial intelligence, machine learning systems and augmented reality so that people can use

our Products safely regardless of physical ability or geographic location.. We also build sophisticated network and communication technology to help more people connect to the Internet in areas with limited access. And we develop automated systems to improve our ability to detect and remove abusive and dangerous activity that may harm our community and the integrity of our Products/Services.

Research ways to make our services better:

We engage in research to develop, test and improve our Services. This includes analysing the data we have about our users and understanding how people use our Products, for example by conducting surveys and testing and troubleshooting new features. Our [Data Policy](#) explains how we use data to support this research for the purposes of developing and improving our services.

Provide consistent and seamless experiences across the website:

Our Products/Services help you find and connect with people, groups, businesses, organizations and others that are important to you. We design our systems so that your experience is consistent and seamless.

Enable global access to our services:

To operate our global service, we need to store and distribute content and data in our data centers and systems around the world, including outside your country of residence. This infrastructure will be operated and controlled by Deliver My Tune and/or its affiliates.

2. How our services are funded

While using social media platforms through Deliver My Tune, you are responsible for all that is being posted on the platforms. The website uses the data that you enter on the website and/or available on the internet on other platforms. We at Deliver My Tune do not charge anything for offering our services on social media platforms however, distribution of

atleast one music track by you is mandatory through Deliver My Tune for availing the benefits on the social media platforms.

Protecting people's privacy is central to how we've designed our ad system. This means that we can show your relevant and useful ads without sharing your personal details to the viewers without your explicit consent. We don't sell your personal data. We allow you to tell us things such as your goal, and the kind of audience that you want to see your ads (for example, people between the ages of 18-35 who like romantic songs). We then show your ad to people who might be interested.

We also provide you with reports about the performance of your ads to help understand how people are interacting with your content. We don't share information that directly identifies you (information such as your contact number or email address that by itself can be used to contact you or identifies who you are) unless specifically required.

We collect and use your personal data in order to provide the services described above for you.

3. Your commitments to Deliver My Tune and our community

We provide these services to you and others to help advance our mission. In exchange, we need you to make the following commitments:

1. Who can use Deliver My Tune platform

When people stand behind their opinions and actions, our community is safer and more accountable. For this reason, you must:

- provide accurate information about yourself;
- create only one account (your own) and use your timeline for personal purposes; and
- not share your password, give access to your website account to others or transfer your account to anyone else (without our permission).

We try to make Deliver My Tune broadly available to everyone, but you cannot use Deliver My Tune if:

- You are under 18 years old (minors can use the website through their legal guardian after showing appropriate documents).
- You are a convicted offender.
- We've previously disabled your account for violations of our Terms or Policies.
- You are prohibited from receiving our products, services or software under applicable laws.

2. What you can share and do on Deliver My Tune

We want people to use Deliver My Tune to distribute music online and to share content that is important to them, but not at the expense of the safety and well-being of others or the integrity of our community. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so):

1. You may not use our Products to do or share anything:
 - That breaches these Terms, our community standards and other terms and policies that apply to your use of Deliver My Tune website.
 - That is unlawful, misleading, discriminatory or fraudulent.
 - That infringes or violates someone else's rights, including their intellectual property rights.
2. You may not upload viruses or malicious code, or do anything that could disable, overburden or impair the proper working or appearance of our Products/services.
3. You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data that you do not have permission to access.

We can remove or restrict access to content that is in violation of these provisions.

If we remove content that you have shared in violation of our Community Standards, we'll let you know and explain any options you have to request another review, unless you seriously or repeatedly violate these

Terms or if doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

To help support our community, we encourage you to report content or conduct that you believe violates your rights (including intellectual property rights) or our terms and policies.

3. The permissions you give us

We need certain permissions from you to provide our services:

1. Permission to use content that you create and share: Some content that you share or upload, such as photos or videos, may be protected by intellectual property laws.

You own the intellectual property rights (things such as copyright or trademarks) in any such content that you create and share on Deliver My Tune and the other Deliver My Tune services that you use. Nothing in these Terms takes away the rights you have to your own content. You are free to share your content with anyone else, wherever you want.

However, to provide our services, we need you to give us some legal permissions (known as a 'licence') to use this content. This is solely for the purposes of providing and improving our Products and services as described in Section 1 above.

Specifically, when you share, post or upload content that is covered by intellectual property rights on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free and worldwide licence to host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of your content (consistent with your privacy and application settings). This means, for example, that if you share a photo on Deliver My Tune, you give us permission to store, copy and share it with others such as service providers that support our service or other Deliver My Tune Products you use.

This licence will end when your content is deleted from our systems.

You can delete content individually or all at once by deleting your account.

When you delete content, it's no longer visible to other users; however, it may continue to exist elsewhere on our systems where:

- Immediate deletion is not possible due to technical limitations (in which case, your content will be deleted within a maximum of 90 days from when you delete it);
- Your content has been used by others in accordance with this licence and they have not deleted it (in which case, this licence will continue to apply until that content is deleted); or
- Where immediate deletion would restrict our ability to:
 - Investigate or identify illegal activity or breaches of our Terms and Policies (for example, to identify or investigate misuse of our Products or systems);
 - Comply with a legal obligation, such as the preservation of evidence; or
 - Comply with a request of a judicial or administrative authority, law enforcement or a government agency;

in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).

In each of the above cases, this licence will continue until the content has been fully deleted.

2. Permission to use your name, profile picture and information about your actions with ads and sponsored content: You give us permission to use your name and profile picture and information about actions that you have taken on Deliver My Tune next to or in connection with ads, offers and other sponsored content that we display across our Products, without any compensation to you. For example, we may show our audiences that you are organising an

advertised event or have liked a Page created by a brand that has paid us to display its ads on Deliver My Tune. Ads like this can be seen by any type of audience who have access to these ads

3. Permission to update software that you use or download: If you download or use our software, you give us permission to download and install updates to the software where available.

4. Limits on using our intellectual property

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos or sounds that we provide, which you add to content that you create or share on Deliver My Tune website), we retain all rights to that content (but not yours). You can only use our copyrights/ trademarks as expressly permitted by Deliver My Tune website or with our prior written permission. You must obtain our written permission to modify, create derivative works of, decompile or otherwise attempt to extract source code from us.

4. Additional provisions

1. Updating our Terms

We work constantly to improve our services and develop new features to make our Products/Services better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. We will only make changes if the provisions are no longer appropriate or if they are incomplete, and only if the changes are reasonable and take due account of your interests. We may notify you (for example, by email or through our Products) at least 15 days before we make changes to these Terms and give you an opportunity to review them before they go into effect, unless changes are required by law. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be part of the Deliver My Tune, you can delete your account at any time.

2. Account suspension or termination

We want Deliver My Tune to be a place where people feel welcome and safe to express themselves and share their musical work.

If we determine that you have clearly, seriously or repeatedly breached our Terms or Policies, including in particular our Community Standards, we may suspend or permanently disable access to your account. We may also suspend or disable your account if you repeatedly infringe other people's intellectual property rights or where we are required to do so for legal reasons.

Where we take such action, we'll let you know and explain any options you have to request a review, unless doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; or where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

If you delete or we disable your account, these Terms shall terminate as an agreement between you and us, but the following provisions will remain in place: 3, 4.2-4.5.

3. Limits on liability

We work hard to provide the best Products we can and to specify clear guidelines for everyone who uses them. Our Products, however, are provided "as is", and we make no guarantees that they will always be safe, secure or error-free, or that they will function without disruptions, delays or imperfections. To the extent permitted by law, we also **DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.** We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content that they share

(including offensive, inappropriate, obscene, unlawful and other objectionable content).

We cannot predict when issues may arise with our Products. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstances will we be liable to you for any lost profits, revenues, information or data, or consequential, special, indirect, exemplary, punitive or incidental damages arising out of or related to these Terms or the Deliver My Tune services, even if we have been advised of the possibility of such damages.

4. Disputes

We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, it's useful to know up front where it can be resolved and what laws will apply.

If you are a consumer, the laws of Republic of India will apply to any claim, cause of action or dispute that you have against us that arises out of or relates to these Terms or the Deliver My Tune website, and you may resolve your claim through Arbitration under the Arbitration and Conciliation Act, 1996 with the place of arbitration being New Delhi only. You also agree that you submit to the personal jurisdiction of either of the courts in New Delhi for the purpose of litigating any such claim, and that the laws of the Republic of India will govern these Terms and any claim, without regard to conflict of law provisions.

5. Other

1. These Terms (formerly known as the Statement of Rights and Responsibilities) make up the entire agreement between you and Deliver My Tune regarding your use of our Products/Services. They supersede any prior agreements.
2. Some of the Products that we offer are also governed by supplemental Terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you. For instance, if you access or use our Products for commercial or business purposes, such as buying ads, selling products, developing apps, managing a group or Page for your business, or using our measurement services, you must agree take prior written consent from Deliver My Tune for publishing the

same with the exception that this rule applies to distribution of your artwork/song after you have distributed through Deliver My Tune website.

3. If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
4. You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.
5. You may designate a person (called a legacy contact) to manage your account if it is memorialised. Only your legacy contact or a person who you have identified in a valid will or similar document expressing clear consent to disclose your content upon death or incapacity will be able to seek disclosure from your account after it is memorialised.
6. These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition or sale of assets, or by operation of law or otherwise.
7. You should know that we may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name that you use in everyday life). We will inform you in advance if we have to do this and explain why.
8. We always appreciate your feedback and other suggestions about our products and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.
9. We reserve all rights not expressly granted to you.

5. Other Terms and Policies that may apply to you

- Community Standards: These guidelines outline our standards regarding the content that you post to Deliver My Tune website and your activity on Deliver My Tune website.

- Commercial Terms: These Terms apply if you also access or use our Products for any commercial or business purpose, including advertising, operating an app on our Platform, using our measurement services, managing a group or a Page for a business, or selling goods or services.
- Advertising Policies: These Policies specify what types of ad content are allowed by partners who advertise across the Deliver My Tune website.
- Self-Serve Ad Terms: These Terms apply when you use self-serve advertising interfaces to create, submit or deliver advertising or other commercial or sponsored activity or content.
- Pages, Groups and Events Policy: These guidelines apply if you create or administer a Deliver My Tune Page, group or event, or if you use Deliver My Tune website to communicate or administer a promotion.
- Deliver My Tune Platform Policy: These guidelines outline the Policies that apply to your use of our platform.
- Developer Payments Terms: These Terms apply to developers of applications that use Deliver My Tune Payments.
- Community Payment Terms: These Terms apply to payments made on or through Deliver My Tune website.
- Commerce Policies: These guidelines outline the Policies that apply when you are offered products and services for buying on Deliver My Tune website.
- Deliver My tune Brand Resources: These guidelines outline the Policies that apply to the use of Deliver My Tune trademarks, logos and screenshots.
- Music Guidelines: These guidelines outline the Policies that apply if you post or share content containing music on Deliver My Tune website.

ANNEXURE-B

Deliver My Tune Standard Terms and Conditions for Advertising. These standard terms and conditions (the "Terms and Conditions") are entered into between Deliver My Tune and the Advertiser referenced on the corresponding insertion order ("Insertion Order" or "IO"). These Terms and Conditions shall be deemed incorporated by reference into any corresponding Insertion Order submitted by Advertiser. The Terms and Conditions and the Insertion Order shall be collectively known as the "Agreement."

1. **Term** - The term of these Terms and Conditions commences on the Start Date set forth in the Insertion Order and continues in force and effect until terminated pursuant to section 9.

2. **Terms of Payment** - If advertising with Deliver My Tune for the first time, Advertiser must submit a completed Deliver My Tune credit application. If no credit application is submitted or if the request for credit is denied by Deliver My Tune (in its sole discretion), Advertiser must pay the total amount due for the Insertion Order in advance of the Start Date specified in the Insertion Order. If Deliver My Tune approves Advertiser's request for credit, Deliver My Tune will invoice Advertiser monthly or as otherwise set forth in the Insertion Order. Unless otherwise indicated in an Insertion Order, Advertiser must remit payments to Deliver My Tune upon receipt of the invoice. Delinquent payments shall bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from original invoice due date until paid in full. In the event of any failure by Advertiser to make payment, Advertiser will be responsible for all reasonable expenses (including attorneys' fees) incurred by Deliver My Tune in collecting such amounts. All payments due are in INR and are exclusive of any applicable taxes, which applicable taxes shall be the responsibility of Advertiser.

3. **Provision of Advertising Materials** - Unless otherwise agreed, Advertiser will provide all advertising materials to Deliver My Tune at least seven business days before the desired date of publication to dmt@delivermytune.com, or such other address as Deliver My Tune may specify from time to time. If advertisement materials are not provided in accordance with this policy, Deliver My Tune cannot guarantee that the corresponding advertisement will commence by the start date indicated in the Insertion Order. All changes to an advertisement must be made in

writing (and prior to the lead time deadline) to dmt@delievrmytune.com. Advertiser hereby grants to Deliver My Tune a non-exclusive, worldwide, fully paid license to use, perform, reproduce, display, transmit and distribute the advertisement and all contents therein in accordance with this Agreement.

4. **Right to Reject Advertisement** - All advertisements are subject to Deliver My Tune's approval. Deliver My Tune reserves the right to reject any advertisement, Insertion Order, or URL link, at any time, for any reason whatsoever (including, but not limited to, belief by Deliver My Tune that any placement thereof may subject Deliver My Tune to criminal or civil liability). In such a case, Deliver My Tune will provide Advertiser a written explanation of its decision and the basis therefore. Notwithstanding the foregoing, Deliver My Tune will not cancel placement of an advertisement, Insertion Order, or URL link due to inventory demand from other advertisers. Advertiser remains ultimately responsible for the selection, content, and display of any advertisements, URL link, and Insertion Order.

5. **Unavailable Advertisement Materials** - If at the beginning of a campaign Advertiser fails to provide advertisement materials that are acceptable and that comply with section 3 of this Agreement, Deliver My Tune shall have the right to charge Advertiser, at the rate specified in the Insertion Order, for inventory held by Deliver My Tune pending receipt of acceptable materials from Advertiser. Once a campaign has begun, if either Deliver My Tune or Advertiser chooses to terminate an advertisement, Deliver My Tune shall have the right to publish in substitution any prior acceptable advertisement submitted by Advertiser until such time as Deliver My Tune can reasonably begin publication of Advertiser's desired advertisement; if in Deliver My Tune's sole discretion there exists no acceptable substitute advertisement, Deliver My Tune shall have the right to charge Advertiser, at the rate specified in the Insertion Order, for inventory held by Deliver My Tune pending receipt of acceptable materials from Advertiser.

6. **Targeting, Optimization, and Positioning** - Advertising shall be targeted to users based on the keywords specified in the Insertion Order. In the absence of other instructions from Advertiser, an advertisement will be shown whenever the selected keywords are entered as a search query, either alone or in combination with other terms. Advertiser may in good faith optimize its campaign by modifying the keywords specified in the Insertion Order so as to increase the number of impressions served, but in no event may Advertiser reduce the total value of the Insertion

Order by modifying the keywords specified in the Insertion Order in a manner that decreases the number of impressions served. Positioning of advertisements on the Deliver My Tune website or on any page therein is at Deliver My Tune's sole discretion, unless otherwise expressly provided in the Insertion Order.

7. **Reporting and Statistics** - Deliver My Tune will provide Advertiser with password-protected access to 24/7 online reporting information so that Advertiser may monitor its campaign. Deliver My Tune will undertake commercially reasonable efforts to deliver impressions in accordance with the estimates set forth in an Insertion Order. Because the estimates are forecasts, however, Deliver My Tune makes no guarantee regarding the levels of impressions for any advertisement. Deliver My Tune will maintain delivery statistics and Advertiser acknowledges that delivery statistics provided by Deliver My Tune are the official and definitive measurements of Deliver My Tune's performance on any delivery obligations provided in the Insertion Order. No other measurements or usage statistics (including those of Advertiser or any third party) shall be accepted by Deliver My Tune or have any effect on this Agreement. An "impression" means each occurrence of a display of an advertisement.

8. **Renewal** - Except as expressly set forth in the Insertion Order, any renewal of the Insertion Order and acceptance of any additional insertion orders shall be at Deliver My Tune 's sole discretion. Pricing for any renewal period is subject to change by Deliver My Tune in its sole discretion.

9. **Termination, Non-Cancellation** - Subject to Paragraph 4 above, Deliver My Tune shall have the right to terminate any Insertion Order (and this Agreement), with or without cause, at any time. Once an IO is submitted, it cannot be terminated or cancelled by Advertiser for any reason and the submission of an IO shall be deemed an acceptance of this noncancellation provision.

10. **Effect of Termination** - In the event of any termination, Advertiser shall remain liable for any amount due under an Insertion Order for advertisements delivered by Deliver My Tune and such obligation to pay shall survive any termination of this Agreement. Upon termination for any reason, at the request of the disclosing party, the receiving party shall return all of the disclosing party's Confidential Information to the disclosing party. Sections 2, 8, 10, and 12-17 shall survive any termination of this Agreement.

11. **No Assignment or Resale of Advertisement Space** - Advertiser may not resell, assign, or transfer any of its rights hereunder. Any attempt by Advertiser to resell, assign, or transfer such rights shall result in immediate and automatic termination of this Agreement, without liability to Deliver My Tune.

12. **No Warranty** - DELIVER MY TUNE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. DELIVER MY TUNE DOES NOT WARRANT THAT DELIVER MY TUNE'S DELIVERY OF SERVICES OR ADVERTISEMENTS HEREUNDER WILL BE ERROR-FREE, UNINTERRUPTED OR CONTINUOUS.

13. **Limitations of Liability** - In no event shall Deliver My Tune be liable for any act or omission, or any event directly or indirectly resulting from any act or omission, of Agency or any third parties (if any). IN NO EVENT SHALL DELIVER MY TUNE BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, LOST PROFITS, LOSS OF BUSINESS, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF DELIVER MY TUNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. DELIVER MY TUNE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE AMOUNT RECEIVED BY DELIVER MY TUNE FROM ADVERTISER FOR THE INSERTION ORDER GIVING RISE TO THE CLAIM. Without limiting the foregoing, Deliver My Tune shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, terrorism, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, Internet failures or communications lines failures, pandemic situations or any other condition affecting production or delivery of the advertisements in any manner beyond the control of Deliver My Tune. Advertiser acknowledges that Deliver My Tune has entered into this Agreement in

reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.

14. **Advertiser's Representations; Indemnification** - Advertiser represents and warrants to Deliver My Tune and third parties (if any), (a) that Advertiser holds all necessary rights to permit the use of the advertisement by Deliver My Tune for the purpose of this Agreement;

(b) that the use, reproduction, distribution, transmission or display of advertisement, keywords selected by Advertiser, any data regarding users, and any material to which users can link, or any products or services made available to users, through the advertisement will not

(i) Violates any criminal laws or any rights of any third parties;
(ii) contain any material that is unlawful or otherwise objectionable, including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law. Advertiser agrees to defend Deliver My Tune and third parties (if any) from and against any third party claim (including damage awards, settlement amounts, and reasonable legal fees and expenses incurred by Advertiser in such defense), arising out of or related to -

(1) breach of any of the foregoing representations and warranties,
(2) any third party claim arising from the content or targeting of an advertisements provided by Advertiser, or any material to which users can link, or any products or services made available to users, through the advertisement under this Agreement.

15. **Deliver My Tune's Indemnification** - Except as provided in Paragraph 14 above, Deliver My Tune agrees to defend Advertiser from and against any third party claim (including damage awards, settlement amounts, and legal fees and expenses incurred by Deliver My Tune in such defense) arising out of or related to Deliver My Tune's breach of its obligations under this Agreement.

16. **Conditions to Indemnification Obligations** - The foregoing indemnification obligations shall exist only if the indemnified party (the "Indemnitee")

(1) promptly notifies the indemnifying party (the "Indemnitor") of any such claim,
(2) provides the Indemnitor with reasonable information, assistance and cooperation in defending the lawsuit or proceeding, and

(3) Gives the Indemnitor full control and sole authority over the defense and settlement of such claim.

The Indemnatee may join in defense with counsel of its choice at its own expense. The Indemnitor shall not reimburse the Indemnatee for any expenses incurred by the Indemnatee without the prior written approval of the Indemnitor.

17. **Confidentiality** - Advertiser shall make no public announcement regarding the existence or content of the Insertion Order without Deliver My Tune's prior written approval, which approval shall not be unreasonably withheld. Furthermore, during the term of this Agreement, and for a period of two years following any IO End Date, neither party will use or disclose any Confidential Information of the other party except as specifically contemplated herein. "Confidential Information" shall mean

- (1) Advertisements, prior to publication,
- (2) The Insertion Order,
- (3) Any Deliver My Tune statistics that Deliver My Tune deems to be Confidential Information, and
- (4) Any information designated in writing, or identified orally at time of disclosure, by the disclosing party as "confidential" or "proprietary."

The foregoing restriction does not apply to information that:

- (1) Has been independently developed by the receiving party without access to the other party's Confidential Information;
- (2) Has become publicly known through no breach of this Section 14 by the receiving party;
- (3) Has been rightfully received from a third party authorized to make such disclosure;
- (4) Has been approved for release in writing by the disclosing party; or
- (5) Is required to be disclosed by a competent legal or governmental authority.

18. **Priority** - These Terms and Conditions shall supersede any and all conflicting terms in an Insertion Order unless

- (1) The terms relate to scheduling of an advertisement or pricing amounts, or
- (2) In a situation where a provision of these Terms and Conditions expressly allows for control by the Insertion Order (e.g., as noted in section 8, any renewal is in Deliver My Tune's discretion unless the Insertion Order provides otherwise).

19. **Miscellaneous** - This Agreement:

(1) Shall be governed by and construed in accordance with the laws of the Republic of India, without giving effect to principles of conflicts of law; and

(2) Will not be governed by the United Nations Convention of Contracts for the International Sale of Goods. This constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and prior oral or written agreements. All additions or modifications to this Agreement must be made in writing and must be signed by all Parties. Any dispute hereunder will be negotiated in good faith between the parties within thirty (30) days upon receiving written notice from one party to the other, provided however that this obligation does not eliminate any other remedies available to the parties. Any notices under this Agreement shall be sent to the addresses set forth in the Insertion Order (or in a separate writing) by facsimile or nationally-recognized express delivery service and shall be deemed given upon receipt. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. If any provision contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the parties, and the remaining provisions of this Agreement will remain in full force and effect.