

# TERMS & CONDITIONS

**Prepared For :**

Error\_405

**Error\_405**

Dehradun, Uttarakhand  
India - 248007

# Terms & Conditions

## 1. Introduction

These Website Standard Terms And Conditions (these “*Terms*” or these “*Website Standard Terms And Conditions*”) contained herein on this webpage, shall govern your use of this website, including all pages within this website (collectively referred to herein below as this “*Website*”). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms And Conditions.

Use of the Error\_405 Service may be subject to additional terms and conditions presented by Error\_405, which are with this incorporated by this reference into these Terms.

THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION, AS FURTHER SET FORTH IN BELOW, WHICH REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

### **Service Provider**

These Terms are between you and Error\_405, UPES, Bidholi, via Premnagar, Dehradun, Uttarakhand, India - 248007.

## **2. Intellectual Property Rights**

### **User Content**

#### **The content you post on the Service**

Other than content you own, which you may have opted to include on this Website, under these Terms, Error\_405 and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved. You promise that, with respect to any User Content you post on Error\_405, (1) you own or have the right to post such User Content; and (2) such User Content, or its use by Error\_405 pursuant to the license granted below, does not: (i) violate these Terms, including the Error\_405 User Guidelines, applicable law, or the intellectual property or other rights of any third party; or (ii) imply any affiliation with or endorsement of you or your User Content by Error\_405 or any artist, band, label, or other individual or entity without the prior express written consent from Error\_405 or such individual or entity.

#### **Monitoring user content**

Error\_405 may, but has no obligation to, monitor or review User Content. Error\_405 reserves the right to remove or disable access to any User Content for any or no reason. Error\_405 may take these actions without prior notification to you.

# **Licenses that you grant to us**

## **User Content**

You retain ownership of your User Content when you post it to the Error\_405 Service. However, in order for us to make your User Content available on the Error\_405 Service, we do need a limited license from you to that User Content. Accordingly, you hereby grant to Error\_405 a non-exclusive, transferable, sub-licensable, royalty-free, fully paid, irrevocable, worldwide license to reproduce, make available, perform and display, translate, modify, create derivative works from, distribute, and otherwise use any such User Content through any medium, whether alone or in combination with other Content or materials, in any manner and by any means, method or technology, whether now known or hereafter created, in connection with the Error\_405 Service. Where applicable and to the extent permitted under applicable law, you also agree to waive, and not to enforce, any "moral rights" or equivalent rights, such as your right to be identified as the author of any User Content, including Feedback, and your right to object to derogatory treatment of such User Content.

## **Feedback**

If you provide ideas, suggestions, or other feedback in connection with your use of the Error\_405 Service or any Content ("Feedback"), such Feedback is not confidential and may be used by Error\_405 without restriction and without payment to you. Feedback is considered a type of User Content under these Terms.

## **Your Device**

You also grant to us the right (1) to allow the Error\_405 Service to use the processor, bandwidth, and storage hardware on your Device in order to facilitate the operation of the Error\_405 Service, (2) to provide advertising and other information to you, and (3) to allow our business partners to do the same.

## **Content experience**

In any part of the Error\_405 Service, the Content that you access, including its selection and placement, may be influenced by commercial considerations, including Error\_405's agreements with third parties. Some Content licensed by, provided to, created by, or otherwise made available by Error\_405 may incorporate advertising or other promotional messages.

## **Infringement claims**

Error\_405 respects the rights of intellectual property owners. If you believe that any Content infringes your copyright rights, please contact us.

### 3. Restrictions

You are expressly and emphatically restricted from all of the following:

1. publishing any Website material in any media;
2. selling, sublicensing and/or otherwise commercializing any Website material;
3. publicly performing and/or showing any Website material;
4. using this Website in any way that is, or may be, damaging to this Website;
5. using this Website in any way that impacts user access to this Website;
6. using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
7. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
8. using this Website to engage in any advertising or marketing;

Certain areas of this Website are restricted from access by you and Error\_405 may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

## **4. No Warranties**

This Website is provided “as is,” with all faults, and Error\_405 makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

## **5. Limitation of Liability**

In no event shall Error\_405, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and Error\_405, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

## **6. Indemnification**

You hereby indemnify to the fullest extent Error\_405 from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney’s fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

## **7. Severability**

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

## **8. Variation of Terms**

Error\_405 is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website.

## **9. Assignment**

Error\_405 shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

## **10. Entire Agreement**

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Error\_405 and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.



# 11. Governing Law & Jurisdiction

These Terms will be governed by and construed in accordance with the laws of the Union of India, and you submit to the non-exclusive jurisdiction of the state and federal courts located in India for resolve any dispute, claim, or controversy that relates to or arises in connection with these Terms or the Spotify Service that is not subject to mandatory arbitration under the Arbitration Agreement below, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

## **ARBITRATION AGREEMENT**

This Arbitration Agreement section sets forth the terms and conditions pursuant to which disputes, claims and controversies between you and Spotify will be resolved through arbitration ("Arbitration Agreement").