

TERMS OF SERVICE

Welcome to the MnM India Website (hereinafter also referred to as “**the Website**”)

The Website is owned and provided to you by Phonographic Digital Limited (“**PDL**” which expression shall hereinafter include, unless repugnant to the context thereof, members, representatives, affiliates, subsidiaries, successors and permitted assigns), having its registered office at 6/1, Arkur Dutta Lane, Bow Bazar, Kolkata 700012, West Bengal and its corporate office at B-502, VIP Plaza, Veera Estate, Off New Link Road, Andheri (W), Mumbai - 400053.

By using or accessing the Website in any way, including registering on the Website or using any of the Services provided therein, you expressly agree to be bound by the Terms of Service set forth herein. By accepting these Terms of Service, you also accept and agree to be bound by various PDL policies, including but not limited to the PDL Privacy Policy and the PDL Refund/Cancellation Policy.

If you do not understand the present Terms of Service or do not agree with/accept any part thereof, you should immediately discontinue using or accessing the Website. Your use and/or continued use of the Website, as the case may be, amounts to an express consent by you to the terms of this Terms of Service as well as other PDL Policies.

1. DEFINITION

For the purposes of this Terms of Service -

“**Label Member(s)**” shall include any music label, producer, company, association, society, trust, or other person or entity that owns and/or controls copyright in sound recordings of songs and that is or becomes a member of PDL by virtue of having executed a membership agreement with PDL.

“**Payment Account**” shall mean a financial account issued by the Payment Processor to the user who intends to acquire a license from PDL, that authorizes the Payment Processor to collect and remit payments on behalf of PDL for the license granted to the user as made available on the platform.

“**Payment Gateway**” means the payment facility provided by the Payment Processor for purchasing the license as provided by PDL, on the Website.

“**Payment Processor(s)**” means the entity authorized by PDL to provide online payment related services for the users of the Website which enables them to make payments to PDL for accessing the Services and/or obtaining a license in the PDL Content on the Website.

“**PDL Content(s)**” shall mean the sound recording(s) of songs that are owned and/or controlled by the Label Members of PDL and which have been exclusively authorized by such Label Members to PDL for exploitation and use in accordance with the membership agreements with such labels.

“**Services**” shall mean the Website and any license in relation to the PDL Content offered on the Website, together with any and all materials, data, software’s or other content whether available in the form of images, sound, text, audio-visuals or otherwise along with any features or enhancements that are made available or uploaded thereon by PDL for access by the users of the Website.

“**Side Loading**” refers to the act of physically loading and/or storing of the PDL Content to any device capable of communicating or exhibiting audio and/or audio-visual content, using any direct modes of

data transfer to such a device including by way of a USB drive, flash drive, pen drive, data cards such as Micro SD card, Micro HD card, Bluetooth, Near Field Communication (NFC) or by writing to a memory card for insertion into the device or other similar forms of direct data transfer.

'User' shall refer to any user that accesses the Website and/or uses the Services.

Any term or expression not expressly defined under the Terms of Service shall have the same meaning as may be ascribed to it under the Copyright Act, 1957.

2. ELIGIBILITY

- (a) By agreeing to these Terms of Service, you represent that you are legally competent to enter into an agreement and provide consent to these Terms of Service. You further represent that (i) you are of sound mind; (ii) have attained the legal age necessary under the applicable laws to enter into an agreement and/or access, avail the Services and (iii) are not prohibited from entering into a legally binding contract as per applicable laws.
- (b) In case the Website is being accessed and the Services are being availed for the benefit of a minor, you expressly confirm that you are legally competent to provide consent on behalf of such a minor and that the minor's use of the Website and/or the Services shall be subject to the Terms of Service.

3. YOUR ACCOUNT

- (a) In order to access some of the features and Services provided on the Website, including availing of a license in respect of the PDL Content, you may be required to create an online account with us and become a registered user of the Website. You can become a registered user of the Website by setting up a password protected account with us. In order to set up such an account, you will be required to set up a user name and password, enter details of your registered email id, or you may be asked to login using the account details of any partner Website. You may also be required to set up a Payment Account with one of our Payment Processor affiliates and make payments to us through them for acquiring a license on the Website using one of the various modes of payment made available.
- (b) By setting up the account, you agree to accept any and all responsibility for any and all activities that occur under your account. By setting up the account, you further expressly agree to the contents of the Privacy Policy and to strictly abide by the terms and conditions set out in the terms of service.
- (c) If you use the Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorized access to your account. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering.
- (d) You agree and acknowledge that you will use your account on the Website solely for the purpose of obtaining a Side Loading license in and to the PDL Content for the territory of India and not outside. You also agree to use the PDL Content strictly in accordance with the terms of the license so granted to you hereunder. PDL reserves the right to refuse access to the Website, terminate accounts, remove or edit content at any time without notice to you.

4. PRIVACY

Please review our Privacy Policy [[Click Here](#)], which is incorporated into this Terms of Service by reference and which also governs your visit to the Website, to understand our practices. The personal information/data provided to us by you or otherwise collected or stored by us pertaining to your use of our Website and the Services will be treated as strictly confidential and be used in accordance with the Privacy Policy and applicable laws and regulations. If you object to your information being stored, collected, transferred or used in accordance with the Privacy Policy, please do not use the Website.

5. PLATFORM FOR LICENSING

- (a) You agree, understand and acknowledge that the Website is simply an online platform which provides its users the facility of obtaining a license for exploitation of PDL Contents by way of Side Loading rights of one or more members of PDL as made available on the Website. While every effort is made to ensure that the information provided on the platform, including the details of the copyrighted contents made available by the Label Members as part of PDL Contents, is accurate and updated, PDL disclaims any liability towards any errors that may have crept in during the upload or transmission of such information on the Website.
- (b) You further agree and acknowledge that the Website is only a facilitator and is not and cannot be a party to or control in any manner any transactions on the Website including especially the payments made using the Payment Gateway made available on the Website. Accordingly, the Website shall have no liability whatsoever for any transactions entered into by the users of the Website with third-parties including Payment Processors on the Website.
- (c) In case you have any grievances or want to make any suggestions or report any errors regarding any information that is made available on the Website, you may send us an email at info@mnmindia.org and we will try to resolve the same at the earliest.

6. PAYMENT GATEWAY

The payment gateway made available on the Website is through a third-party service provider acting as the Payment Processor. You agree and acknowledge that the facility of payments and the payment transactions through the said Payment Gateway is the sole responsibility of the Payment Processor. Therefore, you further agree and acknowledge that PDL shall not be responsible in any manner whatsoever for any transactions on or in connection with the Payment Gateway on the Website. It shall be your sole responsibility to ensure the accuracy and completeness of the details provided by you at the time of making payment for our Services. You expressly agree that PDL shall not be responsible for any errors, mistakes or misinformation provided by its users in this regard.

7. ACCESS TO WWW.MNMINDIA.ORG

We will do our utmost to ensure that availability of the Website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the Website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or Services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

8. LICENCE FOR WEBSITE ACCESS

- (a) Subject to your compliance with these Terms of Service and payment of applicable fees, if any, PDL grants you a limited licence to access and make personal use of this Website and any features or Services provided on the Website, but not to download (other than page caching), edit or modify, whether in whole or in part, any portion of the Website, except with express written consent of PDL. This licence does not include any resale or commercial use of this Website or its contents; any collection and use of any listings of PDL Contents, descriptions, or prices; any derivative use of this Website or its contents; any downloading or copying of account information for the benefit of a third party; or any use of data mining, robots, or similar data gathering and extraction tools. This Website or any portion of this Website (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of PDL. You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of PDL without express written consent. You may not use any meta tags or any other "hidden text" utilising PDL's names or trademarks without the express written consent of PDL. Any unauthorised use terminates the permission or license granted by PDL.
- (b) You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the Welcome page of the Website as long as the link does not portray PDL in a false, misleading, derogatory, or otherwise offensive manner. You may not use any PDL logo or other proprietary graphic or trademark as part of the link without express written consent of PDL.
- (c) By using our Website, you expressly consent to the access, storage, hosting or usage of any data, information or statistics pertaining to your use of our Website that may be provided by you or collected by us during the course of your usage of our Website.

9. YOUR CONDUCT

- (a) You must not use the Website in any way that causes, or is likely to cause, the Website or access to it to be interrupted, damaged or impaired in any way. You understand that you, and not PDL, are responsible for all electronic communications and content sent from your computer to us and you must use the Website for lawful purposes only. You must not use the Website for any of the following:
 - (i) for fraudulent purposes, or in connection with a criminal offense or other unlawful activity;
 - (ii) to send, use or reuse any material that does not belong to you; or is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libellous, obscene, pornographic, paedophilic or menacing; ethnically objectionable, disparaging or in breach of copyright, trademark, confidentiality, privacy or any other proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any spam;

(iii) to cause annoyance, inconvenience or needless anxiety.

10. COPYRIGHT, AUTHORS' RIGHTS AND DATABASE RIGHTS

All content included on the Website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of PDL and is protected by India and international copyright, authors' rights and database right laws. The compilation of all content on this Website is the exclusive property of PDL and/or its Label Members and is protected by laws of India and international copyright and database right laws. All software used on this Website is the licensed property of PDL or its software suppliers and is protected by India and international copyright and author' rights laws. You may not extract/or re-utilise parts of the contents of the Website without PDL's (as may be applicable) express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this Website, without PDL's (as may be applicable) express written consent. You may also not create and/or publish your own database that features substantial (eg: prices and product listings) parts of this Website without PDL's (as may be applicable) express written consent.

11. TRADEMARKS

You agree, acknowledge and accept that the marks indicated on our Website are trademarks or registered trademarks of PDL in India and/or other jurisdictions. The graphics, logos, page headers, button icons, scripts and service names are the trademarks of PDL. PDL's trademarks may not be used in connection with any product or service that is not PDL's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits PDL. All other trademarks not owned by PDL that appear on this Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by PDL.

12. INTELLECTUAL PROPERTY

- (a) You agree and accept that the Services, including but not limited to digital content on the Website i.e. text, graphics, user interface, images, video interface and software as well as their selection and arrangement, may belong to PDL or to its partners/affiliates/members who have granted PDL the right to use their content and are protected to the fullest extent possible by applicable laws related to copyrights, trademarks, trade secrets and all other intellectual property and proprietary rights (collectively, "**Intellectual Property Rights**"). Any unauthorized use of the Services may violate such laws and the Terms of Service. PDL reserves all its legal rights to prohibit, stop or contain any such violations.
- (b) You agree not to copy, republish, frame, download, transmit, modify, adapt, create derivative works based on, rent, lease, loan, sell, assign, distribute, display, perform, license, sublicense or reverse engineer the Website and Services or any parts thereof or the selection and arrangement of the Website and Services, except as expressly authorized herein. PDL grants you a non-exclusive, non-transferable, limited permission to access and display the web pages within this Website, solely on your computer or any other electronic viewing device for your personal, non-commercial use of this Website. This permission is conditional on the basis that you shall not modify, alter, illegally or in any unauthorized manner use the content displayed on this Website and shall keep intact and comply with all relevant laws and copyright, trademark, and other proprietary notices of the Website, if any. The rights granted to you constitute a license and not a transfer of title in any manner.

- (c) Use of the Website or Services for any other purpose other than expressly granted hereunder is expressly prohibited and may result in civil and criminal penalties.
- (d) In relation to any content submitted, uploaded or generated by you on the Website, you hereby grant an unconditional, unlimited, perpetual, royalty-free, worldwide license and permission to PDL to display, store, host, publish, digitally reproduce or copy, transmit, communicate, modify, translate, distribute or otherwise make any content, data, information made available by you, on the Website or in relation to the Services provided by PDL. You agree that such content may continue to be made available on PDL despite any termination or suspension of your account, if such content has been shared, stored or embedded by any other user(s). You agree to not hold PDL responsible for the aforesaid activities in relation to your content.

13. ADVERTISEMENTS AND PROMOTIONS

- (a) This Website may run advertisements and promotions from third parties, products and/or Services in any manner and to any extent. Your communications, activities, relationships and business dealings with any third parties advertising or promoting via the Website, including payment and delivery of related goods or Services, and any other terms, conditions, warranties or representations associated with such dealings, shall be solely matters between you and such third parties.
- (b) You acknowledge and agree that PDL is not responsible or liable for any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such non-PDL advertisers on the Website.
- (c) Our links with advertisers should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked Websites, or of any information, graphics, materials, products or Services referred to or contained on those linked Websites, unless and to the extent stipulated to the contrary.

14. LINKS TO THIRD PARTY WEBSITES

The Website may include links that redirect you to other Websites. These third party Websites are not covered by the Terms of Service. You agree that once you leave our servers, any third party Websites that you go to or interact with are at your own risk. The Website shall not be held liable for any default, loss of function or any risk or consequence that you may be exposed to as a result of the same.

15. SPAM E-MAIL AND POSTINGS

In the event your access or use of the Website and Services is found to be spam, misleading, malicious or containing/promoting unsolicited e-mails or network postings, the Website reserves its right to obtain immediate injunctive reliefs against you or against such use by you, in addition to all other remedies available at law or in equity. The Website may also opt to block, filter or delete unsolicited e-mail, messages or postings as per its sole discretion.

16. INDEMNITY

- (a) You agree to indemnify, defend and hold PDL and its officers, directors, partners, employees, agents and representatives harmless, from and against any and all claims, damages, losses, liabilities, costs (including reasonable legal fees) or other expenses that arise directly or indirectly

out of or from (i) your user content and any other content (e.g. computer viruses) that you may submit, post to or transmit through the Website (including a third party's use of such user content (e.g. reliance on the accuracy, completeness or usefulness of your user content) (ii) your access to or use of the Website and Services (including any use by your employees, contractors or agents and all uses of your account numbers, user names and passwords, whether or not actually or expressly authorised by you, in connection with the Website and Services); (iii) your breach of any clause of the Terms of Service; (iv) any allegation that while using any of the software made available on the Website you infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (v) any dealings between you and any third parties advertising or promoting or linked via the Website; (vi) your activities in connection with the Website.

- (b) This indemnity will be applicable without regard to the negligence of any party, including any indemnified person.

17. DISCLAIMER

- (a) We do not represent or guarantee that this Website will be free from errors or viruses. You acknowledge that this Website may be affected by outages, faults or delays. Such outages, faults or delays may be caused by factors, including technical difficulties with the performance or operation of our or another person's software, equipment or systems, traffic or technical difficulties with the Internet or infrastructure failures.
- (b) We do not accept responsibility for any loss or damage, however caused (including through negligence), that you may directly or indirectly suffer in connection with your use of this Website, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this Website.

18. CANCELLATIONS & REFUND POLICY

- (a) **Cancellations:** Please take note of our Cancellations and Refund Policy [[Click Here](#)]. As a general rule, all purchases of license made on the Website are final and you shall not be entitled to cancel your order once you have received confirmation of the same. PDL reserves the sole right to cancel any order as per its discretion in case (i) it is unable to deliver the order in a satisfactory manner and/or (ii) the user tries to take advantage of the system which violates the Terms of Service. PDL will ensure that any communication of cancellation of an order or any applicable refund will be made within a reasonable period of time.
- (b) **Refunds:** Please take note of our Cancellations and Refund Policy [[Click Here](#)]. You shall be entitled to a refund only if PDL is unable to deliver your order/license in an adequate manner. All refunds will be processed on a pro-rated basis, depending on the service already delivered by PDL. Refunds will be done directly to the original payment mode within seven days of finalization of claim.

19. AMENDMENTS TO THE TERMS AND CONDITIONS

PDL may amend the Terms of Service and other PDL Policies published on the Website from time to time at its sole discretion. PDL may inform the users of any amendment to the PDL Policies by way of a notice on the Website. Your continued access or use of the Website and Services constitutes your acceptance of the amendments. Your access and use of the Website and Services will be subject to the most current version of the Terms of Service, Privacy Policy, Cancellations

and Refund Policy and any other PDL policies posted on the Website at the time of such use. Please regularly check the Website to view the latest version of PDL Policies.

20. APPLICABLE LAW AND JURISDICTION

Terms of Service shall be governed by and construed in accordance with the Laws of India. In case of any disputes, the courts in Mumbai will have exclusive jurisdiction to try any such disputes to the exclusion of all other courts.
