

## Terms of use

PLEASE READ THESE TERMS VERY CAREFULLY BEFORE USING THE WEBSITE OR MOBILE APPS. YOU ACKNOWLEDGE THAT BY ACCESSING THIS WEBSITE YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT CONTINUE WITH YOUR USE OF THE WEBSITE.

### General conditions.

#### 1. Basic information.

- 1.1. The Website is owned, managed, operated and maintained by AUDIOLOX GMH TECHNOLOGY PTE. LTD.
- 1.2. AUDIOLOX GMH TECHNOLOGY PTE. LTD. may be contacted at 10 ANSON ROAD #20-05 INTERNATIONAL PLAZA Singapore 079903 or by the contact form on the website.
- 1.3. The website provides access to a secured music streaming platform.

#### 2. Preliminary information.

- 2.1. By using the Website, you warrant that:
  - 2.1.1. you are legally capable of entering into binding contracts;
  - 2.1.2. you are not in any way prohibited by the applicable law in the jurisdiction in which you are currently located to enter into these Terms; and
  - 2.1.3. if an individual, you are at least 18 years old. If you are under the age of 18, you should ask a parent or guardian over the age of 18 to enter into these Terms on your behalf. As a parent or guardian of someone under the age of 18, you are responsible for ensuring that person's use of the Website and/or Services is in accordance with these Terms.

#### 3. Legal and Acceptable Use.

You agree to use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: (a) violate or infringe the rights of AUDIOLOX GMH TECHNOLOGY PTE. LTD., our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, and spam uploading.

#### 4. Your obligations.

- 4.1. You must comply with all applicable law in respect of your use of the Website and the Services including, without limitation, compliance with all applicable e-commerce directives, buyer protection legislation and data protection and privacy directives.
- 4.2. You shall not submit to appear on the Website or otherwise through your use of the Services any information, comments, images, third party URL links or other material whatsoever in any format ("User Submissions"), such term to include information, details, descriptions or materials submitted by Users regarding the Services or any other subject ("Materials"), that may reasonably be deemed to:
  - 4.3. be offensive, illegal, inappropriate or in any way;
  - 4.4. promote racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - 4.5. harass or advocate harassment of another person;

- 4.6. display pornographic or sexually explicit material;
- 4.7. promote any conduct that is abusive, threatening, obscene, defamatory or libelous;
- 4.8. promote any illegal activities;
- 4.9. provide instructional information about illegal activities, including violating someone else's privacy or providing or creating computer viruses;
- 4.10. promote or contain information that you know or believe to be inaccurate, false or misleading;
- 4.11. engage in or promote commercial activities and/or sales not related to the Services, including but not limited to contests, sweepstakes, barter, advertising and pyramid scheme or
- 4.12. infringe any rights of any third party;
- 4.13. and you hereby indemnify the Website's personnel and owner for any breach by you, or towards you, of this clause.

## **5. Suspension and changes to terms and services.**

- 5.1. Website owner and administrator shall be entitled at his own discretion and upon notice to you, to suspend the Services and/or the Website whether wholly or partly for any reason whatsoever including but not limited to repairs, planned maintenance or upgrades and shall not be liable to you for any such suspension or non-availability of the Services and/or the Website (whether wholly or partly).
- 5.2. Website owner and administrator reserve the right to make any changes to the Services and/or the Website including any functionalities and content therein or to discontinue a specific feature from time to time.
- 5.3. Website owner and administrator may update or revise these Terms from time to time and shall notify you of any such updates and revisions through a message displayed on the Website, or via your registered email address. Your continued use of the Services and/or the Website (whether wholly or partly) shall be deemed your acceptance of such change(s) in respect of the updated or revised Terms.

## **6. Intellectual Property rights.**

- 6.1. Website owner and his licensors own all the intellectual property rights ( "Intellectual Property Rights") relating to the Services and the Website. Nothing in these Terms shall serve to transfer from the owner to any user, any of the intellectual property rights in the Website or other related material.
- 6.2. You are expressly prohibited from:
  - 6.2.1. reproducing, copying, editing, transmitting, uploading or incorporating into any other materials, any material of the Website; and
  - 6.2.2. removing, modifying, altering or using any registered or unregistered marks/logos/ designs owned by us or our licensors, and doing anything which may be seen to take unfair advantage of the reputation and goodwill of Website owner or could be considered an infringement of any of the rights in the intellectual property rights owned by and/or licensed to.

## **7. General.**

- 7.1. These Terms shall be governed and construed in accordance with English law.
- 7.2. If any of these Terms is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be

severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

- 7.3. Nothing in these Terms shall give, directly or indirectly, any third party any enforceable benefit or any right of action against Website owner and administrator and such third parties shall not be entitled to enforce any of these Terms against Website owner and administrator or other personnel.

**8. Disclaimers.**

YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE PROVIDE OUR SERVICES ON AN “AS IS” BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. AUDIOLOX GMH TECHNOLOGY PTE. LTD. DOES NOT WARRANT THAT OUR SERVICES WILL BE ERROR-FREE OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL, AND ARE NOT RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS OR OTHER THIRD PARTIES. YOU RELEASE US, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, “AUDIOLOX PARTIES”) FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE (TOGETHER, “CLAIM”) AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD PARTIES.

**9. Limitation of liability.**

THE AUDIOLOX PARTIES WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES, EVEN IF THE AUDIOLOX PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100). THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN OUR TERMS, IN SUCH CASES, THE LIABILITY OF THE SIGWO TECH PARTIES WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.