

Terms of use

International Communication & Services LTD

Company N 7425577- 300 Vauxhall Bridge Road London SW1V 1AA

website: www.londononeradio.com

Term and condition

IMPORTANT NOTICE: YOU MUST CAREFULLY READ AND THEN ACCEPT THE TERMS AND CONDITIONS SET OUT BELOW BEFORE ACCESSING AND USING THIS WEBSITE. BY USING THIS WEBSITE YOU AGREE TO BE LEGALLY BOUND BY THESE CONDITIONS, WHICH TAKE EFFECT IMMEDIATELY FROM THE MOMENT YOU FIRST USE THIS WEBSITE.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE AND SHOULD REFRAIN FROM ACCESSING THIS WEBSITE IN THE FUTURE.

A. Definitions

'Conditions' means these terms and conditions of use of our Website and all material of LondonOneradio;

B. Introduction

1 You may access most areas of this Website without registering your details with us. Certain areas of this Website may only be open to you if you register.

2 By accessing any part of this Website, you shall be deemed to have accepted these Conditions in full. If you do not accept these Conditions in full, you must leave this Website immediately.

3 we may revise these Conditions at any time by updating this posting. You should check this Website from time to time to review the current legal notice, because it is binding on you. Certain provisions of these Conditions may be superseded by expressly designated legal notices or terms located on particular pages on this Website.

. Use of the Website

4 **You are NOT permitted to print and download extracts from this Website** for your own use on the following basis also:

- 4.1 no documents or related graphics on this Website are modified in any way;
- 4.2 no graphics on this Website are used separately from accompanying text; and
- 4.3 our copyright and trade mark notices and this permission notice appear in all copies.

5 Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these Conditions, any use of extracts from this Website other than in accordance with paragraph 4 above for any purpose is prohibited. If you breach any of the terms in these Conditions, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

6 Subject to paragraph 4, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

7 Any rights not expressly granted in these Conditions are reserved.

. Visitor Material and Conduct

11 Other than personally identifiable information, which is covered under the Privacy Policy appearing on this Website, any material you transmit or post to this Website shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

12 **You are prohibited from posting or transmitting to or from this Website any material:**

12.1.1 that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

12.1.2 for which you have not obtained all necessary licences and/or approvals; or

12.1.3 which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or

12.1.4 which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

13 You may not misuse the Website (including, without limitation, by hacking).

14 We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of paragraph 10 or paragraph 11.

Exclusions and Limitations

15 While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.

16 The material on this Website is not possible to copy for other website, pic, music, or any from website it's not possible to be personal use anytime anywhere.

17 To the extent permitted by law, we exclude all liability (whether arising in contract, tort or otherwise and whether or not due to our negligence) which we may otherwise have to you as a result of: 17.1 any technical, factual, textual or typographical inaccuracies, errors or omissions on or relating to our Website or any information on our Website;

17.2 the unavailability of our Website (or any part of it); or

17.3 any misrepresentation on or relating to our Website (other than a fraudulent misrepresentation made by us or on our behalf).

18 Under no circumstances will we (including, for the avoidance of doubt, any member of the Group) be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise):

18.1 loss of data;

18.2 loss of revenue or anticipated profits;

18.3 loss of business;

18.4 loss of opportunity;

18.5 loss of goodwill or injury to reputation;

18.6 losses suffered by third parties; or

18.7 any indirect, consequential, special or exemplary damages arising from the use of this Website regardless of the form of action.

19 You agree that each of these limitations is reasonable having regard to the nature of our Website.

20 None of the exclusions or limitations above shall exclude or restrict our liability for death or personal injury caused by our negligence.

21 None of the exclusions or limitations above shall affect any statutory rights which are not capable of being excluded.

22 Each of the exclusions or limitations above shall be construed as a separate, and severable, provision of these Conditions.

G. Links to other websites

23 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

Intellectual Property

24 The names, images and logos identifying the Group or third parties and their products and services are subject to copyright, design rights and trade marks owned by us and/or third parties. Nothing contained in these terms shall be construed as conferring by implication, estoppels or otherwise any licence or right to use any trademark, patent, design right or copyright of the Group or any other third party.

I. Contributions to the Website

4 The comment and message board sections of this Website are intended to be an area where you can read and engage in lively, rational discussion on any issue. We are keen for the section to promote honest and forthright discussion of the issues and to allow people of all opinions to express their views.

5 You are welcome to post, transmit or submit messages and other materials (including any text, photographs, graphics, video or audio) to our message boards, chat rooms or other designated public areas within this Website, subject to you agreeing to these Conditions.

6 You retain all copyright in any information you post on this Website. On submitting your contribution you agree to grant to us a non-exclusive, royalty-free, transferable, worldwide licence to use, copy, adapt, modify, sublicense, transmit, distribute, publish or display your contribution or any part thereof as we see fit.

J. House Rules

7 Contributions to this Website are subject to the following terms:

7.1 Our moderators will view all comments before appearing on this Website and our fb page.. Our moderators will assess the comments solely on the basis of the rules outlined in these Conditions. If they believe that the comment exceeds the boundaries outlined here, the comment will be deleted and will not appear. If a comment includes unacceptable elements, we reserve the right to delete the entire comment. The decision of our moderators is final and no correspondence will be entered into.

7.2 We will not respond to comments posted on this Website. If you require a response please complete the 'contact us' section of this Website.

7.3 Criteria which our moderators judge comments on include, but are not limited to defamatory, libel, racism, sexism, sectarianism, obscenity, threatening language, impersonation or expressing support for a proscribed organisation.

7.4 We would ask that you use your name on comments wherever possible. Again this helps to add to the mature and constructive debate on the Website. If for any reason you decide to use a pseudonym we would ask that you choose a name that is not offensive in any way and adheres to the boundaries outlined above.

7.5 Please ensure that your comments do not contain any offensive, unlawful or objectionable content. Any comments that are unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable are not acceptable. Contributing material with the intention of committing or promoting an illegal act is strictly prohibited.

7.6 Please do not use swear words in your comments. Please try to ensure spelling, punctuation and grammar in your comments are of a suitable standard. Due to the substantial number of comments we receive, our moderators do not have the time to correct your spelling.

7.7 Please do not post messages that are not related to the topic being discussed. We understand that discussions can widen beyond the original topic and are keen to foster debate, but comments that are irrelevant contribute nothing to the debate.

7.8 Please do not post the same comment a number of times. Once is sufficient. Our moderators check comments regularly and if you are patient it should appear within a reasonable period of time.

7.9 These Conditions may be amended from time to time. It is your responsibility to check for, and adhere to, the updated Conditions. The views expressed in the comment section in no way reflect those of any member of the Group. We take no responsibility for posts on this Website.

7.10 Users should not breach copyright restrictions by posting information in any form (e.g. text, video, audio, graphics) to which they do not hold the copyright. Use of this Website constitutes your acknowledgement and acceptance of the Conditions outlined.

7.11 Our web server will automatically log the IP address of anyone posting a comment to the Website. Any information gathered from that process will remain confidential and will only be disclosed as required by law. For further details please refer to our Privacy Policy appearing on this Website.

Safety

8 We advise that you never reveal any personal information about yourself or anyone else (including telephone number, home address or email address) through any postings on this Website.

L Competitions

9 If you enter a competition with us or one of our partners or sponsors through this Website or otherwise, then such competition will be governed by our competition rules. A copy of our principal Competition Rules appear on this Website. Additional rules specific to each competition will also apply and will appear in a Competition Notice that will be published on this Website (or such other place as shall be notified) on or before the commencement of each competition.

M. Right of Automatic Suspension

10 We shall have the right to immediately suspend your access to our Website if you commit a breach of these Conditions, and the right to remove any material that we, at our sole discretion, consider to be defamatory, abusive or otherwise in breach of any of these Conditions.

11 In the first instance, if you fail to abide by these Conditions when contributing to the message board or any other public areas of this Website, we will inform you by email that your contribution has been refused or edited. Our email will further include a warning stating that any continued breaches by you of these Conditions may result in action being taken against your account.

12 In the event that you post or send any offensive or inappropriate content anywhere on this Website or otherwise engage in any disruptive behaviour on the Website and we deem this behaviour to be serious, we will use whatever information we hold on you to prevent further breaches of these Conditions. This includes informing third parties such as your employer, your school or the police.

Indemnity

34 You will indemnify and defend us against all claims, liability, damages, costs and expenses, including legal fees, arising out of a breach of these Conditions or any use of our website.

Severability

35 If any of these Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of law then, to the extent and within the jurisdiction in which that term or condition is found to be illegal, invalid or unenforceable, it shall be severed and deleted and the remainder of the Conditions shall survive, remain in full force and effect, and shall continue to be binding and enforceable.

P. Privacy

36 If we gather any information about you then such information will be gathered and used by us in accordance with our Privacy Policy (a copy of which can be found elsewhere on this Website).

OUR streaming SERVICE

Licence

37 we use PPL , RPP , and we have Data protection act . and the radio is under streaming license in use

38 We accept no responsibility for content which you may find unsuitable and cannot accept liability for any loss or damage caused to your device(s) by our service. This does not affect your statutory rights as a consumer.

S. Refund

In the event that you experience problems downloading any content from the Website, please contact us via the 'Contact Us' link on the Website. We cannot accept any liability for problems relating to external party software or services including, but not limited to, download directory websites such as iTunes and Worldpay payment software. Any refund will be given at our discretion. Refunds will not be given for cancellation of a subscription before it has finished. If you require a refund, please contact us via the 'Contact Us' link on the Website.

T. Copyright

40 **All downloads, files, content, logos and intellectual property are protected by copyright by us.** Content to which you have subscribed is intended for personal use only and may be copied between your PC and your MP3 player. Distribution, duplication, transcription, rebroadcast, re-sale or performance to a third party is specifically prohibited without our specific written permission.

U. Waiver

41 No waiver by us of any breach by you of any of these Conditions shall constitute a waiver of any other breach, and no failure to exercise or partial exercise by us of any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy in part or in full.

V. Law and Jurisdiction

42 These Conditions shall be governed by and construed in accordance with English law. All disputes arising from them shall be submitted to the exclusive jurisdiction of the English courts.

NB Collaborations with other radios or companies

relationships with other radios must be accepted by management and CDA and must not be less than 3 years (Example LondonONERadio evaluates, collaboration with radio only if the other radios 3 years of work.)

reactions with other radios must pass examination under the musical rules of LondonONERadio in respect of privacy.

Relations with other radios can not be made without signing a contract between the parties.

music or show from other radio is possible only on agreement and decision of the CDA and direction. Images or videos of LondonONERadio can not be taken by any other radio, unless you give us permission to LondonONERadio.

every collaboration must be evaluated in every part any exchange of artists or other material must comply with these terms and conditions.

The other radios if they want to collaborate must comply with the rules and these terms.

If other realities want to open a branch of LondonONERadio, or make a frincisign with the LondonOneradio brand, they must sign a contract and set these terms and conditions.

for ADV / advertising in collaboration with other radios is made in these terms: if the ADV comes from LondonONERadio the other radio takes 10% if the ADV comes from the other radio LondonONERadio takes 10%

TERMS AND CONDITIONS FOR RADIO ADVERTISING

These terms set out the terms on which LondonONERadio has agreed to deliver, and (if applicable) create material for, the Buyer's advertising Campaign which is detailed in the Order Confirmation.

1. INTERPRETATION

In these terms:

- 1.1. 'Advertisement' means a Digital Advertisement, Radio Advertisement and/or Audio-Visual Advertisement which collectively form the Campaign;
- 1.2. 'Advertiser' means the company or person (as the case may be) that is the distributor / owner of the product, service or brand which is being promoted in the Advertisement. From time to time a Buyer (defined below) may enter into an Agreement on behalf of its Advertiser client and, in such cases, a reference to an "Advertiser" in these terms means the Buyer acting as principal on behalf and with the authority of its Advertiser client;
- 1.3. 'Agreement' means these terms and conditions together with the Order Confirmation;
- 1.4. 'Applicable Law' means the British Code of Advertising, Sales Promotion and Direct Marketing, the BCAP Code, CAP Code, all RadioCentre guidelines, all relevant codes under the general supervision of the Advertising Standards Authority and all other relevant laws, regulations and codes of practice applicable and for the time being in force in the United Kingdom, including (but without limitation) those governing privacy and the collection, storage and processing of personal data;
- 1.5. 'Assets' means any and all text, audio, graphics, digital files, photographs, film and accompanying product, brand or other information, provided by the Advertiser or any person acting on its behalf, which is used for or incorporated into an Advertisement;
- 1.6. 'Audio-Visual Advertisement' means any audio-visual material created and/or delivered pursuant to this agreement for advertising, promotion, sponsorship or similar purposes and which is either: (i) intended for display on any website owned, operated or controlled by LondonONERadio; and/or (ii) intended for communication on certain third party owned platforms, in accordance with the Licence;
- 1.7. 'LondonONERadio' means LondonONERadio part of (international communication and services ICS ltd company
- 1.8. 'LondonONERadio part of (international communication and services ICS ltd company Material' means any material, whether in print, digital, audio-only, audio-visual or any other form, which belonged to LondonONERadio prior to the date of this Agreement and/or which is otherwise developed and delivered by LondonONERadio for the Campaign;
- 1.9. 'Buyer' means the person which signs or otherwise confirms the Order Confirmation and who is responsible for satisfying all payment obligations under this Agreement, such person may be the same person as the Advertiser but, from time to time, they may be an Advertiser's agency or media buyer, acting as principal on behalf and with the authority of its Advertiser client;
- 1.10. 'Campaign' means the promotional campaign detailed in the Order Confirmation consisting of a series of Advertisements;
- 1.11. 'Campaign Start Date' means the start date of the Campaign as detailed in the Order Confirmation or (if not detailed on the Order Confirmation) the date that the first Advertisement for the Campaign is either (as the case may be) broadcast on one of LondonONERadio's radio station(s) or uploaded on one of its websites;
- 1.12. 'Digital Advertisement' means any digital display advertising, promotional, sponsorship, or similar material (including

banners and home page takeovers) delivered on any website (including all desk-top and mobile optimised sites), mobile application or social media profile which is owned, operated or controlled by LondonONEradio, as specified in the Order Confirmation;

1.13 . 'Intellectual Property' means any and all patents, service marks, designs, utility models, unregistered or registered trade marks, business or trade names, copyright, design rights, know-how and all other similar rights of a corresponding nature;

1.14 . 'Licence' shall have the meaning given in clause 7.2;

1.15 . 'Order Confirmation' means the written or electronic sales order or confirmation document provided by LondonONERadio part of (international communication and services ICS ltd company to the Buyer confirming details of the Campaign;

1.16 . 'Radio Advertisement' means any audio advertising, promotional, sponsorship, tagline or similar material to be broadcast by LondonONERadio on its radio station(s), as specified in the Order Confirmation;

1.17 . 'Term' shall have the meaning set out at clause 2.

2. TERM

This Agreement commences on the earlier of: (i) the date the Buyer signs the Order Confirmation; (ii) the date the Buyer confirms by their action or written communication (which may be via email) their acceptance of the Order Confirmation; or (iii) the Campaign Start Date. This Agreement shall continue until the final Advertisement in the Campaign has been broadcast on a LondonONERadio part of (international communication and services ICS ltd company or has been taken down from LondonONERadio's website (whichever is later) (the "Term"). However, all terms which are expressly stated or are, by their nature, clearly intended to continue, shall continue beyond expiry or earlier termination of the Term.

3. THE CAMPAIGN

3.1. LondonONERadio shall broadcast, publish and communicate the Advertisements to the public in accordance with the Order Confirmation. In addition, if detailed in the Order Confirmation, LondonONERadio shall develop and create the Advertisements for the Campaign.

3.2. The parties shall cooperate in good faith to ensure the Campaign is developed and delivered in accordance with the specifications and deadlines set out in the Order Confirmation.

3.3. LondonONERadio shall endeavour to be flexible and to work with the Advertiser to agree appropriate timeframes for delivery of Assets and / or communicating approvals. Approval and delivery deadlines shall be agreed between LondonONERadio and the Advertiser and recorded, in writing, email being sufficient for such purposes. In the absence of such agreement, the following "Deadlines" shall apply:

3.3.1. if the Assets comprise the complete Advertisement, the Advertiser shall deliver to LondonONERadio part of (international communication and services ICS ltd company all Assets (in the format and style agreed in advance, together with all consignment notes, rotation details and RadioCentre approvals) at least 3 working days before the Campaign Start Date;

3.3.2. if LondonONERadio is responsible for the development and creation of Advertisements:

- a) LondonONERadio and the Advertiser shall determine the concept and relevant details of each Advertisement prior to the Campaign Start Date;
- b) the Advertiser shall then deliver to LondonONERadio all Assets necessary for development of the Advertisement (in the format and style agreed in advance) at least 14 working days before the Campaign Start Date;
- c) if LondonONERadio requires the Advertiser to amend any Assets, the Advertiser shall provide such amended Assets within 7 days or such other reduced timeframe to ensure that the amended Assets are received 3 days before the Campaign Start Date;

3.3.3 LondonONERadio shall consult with the Advertiser at all material stages of the development process and shall submit a draft Advertisement to the Buyer for final approval (such approval not to be unreasonably withheld or delayed) prior to the Campaign Start Date. The Advertiser must communicate its approval of (or, if it does not approve, its comments on) the draft Advertisement as soon as possible, and within no more than 7 days of receiving the draft Advertisement from LondonONERadio, failure to do so (non-communication) shall be deemed acceptance of the draft Advertisement. If the Buyer does not approve of the draft Advertisement, it shall provide LondonONERadio with written details (in accordance with the 7 day timeframe) of the changes required and, provided such changes are not materially different from the detail set out in the Order Confirmation, LondonONERadio shall use its reasonable commercial endeavours (subject to restrictions imposed by Applicable Law) to incorporate with such changes prior to, and in time for delivery on, the

Campaign Start Date. The Advertiser's delay or failure in communicating its required changes to the draft Advertisement shall be deemed acceptance of the draft Advertisement, which LondonONERadio shall then deliver in accordance with this Agreement.

- 3.4 The Advertiser's failure to comply with the agreed Deadlines and/or of LondonONERadio requires the submitted Assets to be significantly amended, may result in a delay or failure to develop and/or deliver the agreed Campaign, for which LondonONERadio shall not be held responsible.
- 3.5 If the Campaign involves an Audio-Visual Advertisement and the Advertiser requests and LondonONERadio agrees to the use of a Drone for the production of the same, the Advertiser accepts that such use shall be subject to the CAA regulations and to other practical considerations (such as weather, time and permission from landowners) outside of LondonONERadio's control. If LondonONERadio, in its sole discretion, determines that the requested use does not comply with the CAA regulations or it is otherwise unable to meet any other practical considerations, LondonONERadio reserves the right to delay or cancel use of the Drone without liability. In such circumstances, LondonONERadio and the Advertiser shall agree an appropriate alternative for production of or a replacement for the Audio-Visual Advertisement.
- 3.7 LondonONERadio shall retain all raw-material for the Audio-Visual Advertisement using drones (which, for the purposes of this Agreement, shall be LondonONERadio Material) for twelve (12) months following the Campaign Start Date. If the Advertiser requires a copy of such raw-material, this shall be provided subject to the Buyer's payment of an additional fee (to be agreed, in writing).

4. PARTIES' OBLIGATIONS

4.1. LondonONERadio represents and warrants that:

- a) it is entitled to enter into this Agreement and to perform the obligations set out in it;
- b) in the fulfilment of its obligations under this Agreement, it shall comply with all Applicable Law, including those relating to anti-bribery, anti-corruption and anti-money laundering; and
- c) it shall perform its obligations under this Agreement in accordance with reasonably accepted industry practice.

4.2. The Advertiser represents, warrants and undertakes that:

- a) it is entitled to enter into this Agreement and to grant the rights and perform the obligations as specified in this Agreement;
- b) it will give LondonONERadio written notice of any change of its name, trading style, identity or trading premises immediately (and in no more than 5 working days of such change);
- c) it has obtained or will obtain clearance (and shall pay all costs, royalties and expenses related to the same) necessary for LondonONERadio's exploitation of the Assets for the purposes of the Campaign and therefore LondonONERadio's use of such Assets will not violate or infringe any 3rd party Intellectual Property, privacy, moral, or other proprietary rights;
- d) all information supplied to LondonONERadio for use in connection with an Advertisement (including that which is contained within Assets) is accurate, complete and true;
- e) in respect of any Assets which contain the name, voice or other contribution from a living person, the Advertiser has obtained the authority of such living person to make use of their name or voice or contribution for the purposes of the Campaign;
- f) in relation to any financial promotion (as defined under the Financial Services and Markets Act 2000), the Advertiser is, or the Advertisement as a whole has been approved by, an authorised person within the meaning of that Act or the Advertisement is otherwise permitted by Applicable Law;
- g) the Assets and LondonONERadio's use of them in accordance with this Agreement complies with Applicable Law and will not constitute a libel or slander, nor be offensive, indecent, nor, if published or broadcast, would promote discrimination based on sex, race, religion, disability or age; and
- h) the Assets do not contain viruses, bugs, worms, Trojan horses, harmful codes or other form of defect or contamination which could cause temporary or permanent damage to or will otherwise impair or harm or cause the malfunction of the software or hardware of any platforms on which Digital Advertisements will be delivered pursuant to this Agreement;
- i) during the Term, it will not knowingly do or say anything which is intended or is reasonably likely to cause harm to LondonONERadio's reputation or to otherwise bring LondonONERadio or any of LondonONERadio's media platforms or brands into disrepute;
- j) in connection with this Agreement, it shall comply with all Applicable Laws including those relating to anti-bribery, anti-corruption and anti-money laundering.

- 4.3. If the Buyer is entering into this Agreement as an agent or media buyer for its Advertiser client, the Buyer represents and warrants that it is contracting with LondonONERadio as a principal and is acting under the express authority of the Advertiser. The Buyer will indemnify LondonONERadio and shall keep LondonONERadio fully and effectively indemnified from and against any claims made by the Advertiser which concern the Buyer not having such authorisation.
- 4.4. LondonONERadio may, in its sole (but reasonable) discretion and without liability to the Advertiser, refuse to broadcast or publish an Advertisement or any Assets, or if broadcast or publication has already commenced it may refuse a future broadcast or publication (and for Digital Advertisements or Audio-Visual Advertisements, remove from a LondonONERadio website immediately), or require the Advertisement or Assets to be amended prior to any future broadcast or publication, to:
- a) comply with any legal or moral obligations placed on LondonONERadio or the Advertiser;
 - b) Avoid, or attempt to avoid, infringing a third party's rights or Applicable Law;
 - c) to avoid / remedy the potential risk of bringing LondonONERadio into disrepute or harming its reputation;
or
 - d) to avoid the breach of LondonONERadio's internal policies or brand guidelines.
- 4.5. LondonONERadio reserves the right (during the Term and for the purposes of the Campaign) to broadcast or publish (whether on one of its websites or on one of its radio stations) any Assets previously supplied by the Advertiser.
- 4.6. LondonONERadio will use reasonable efforts to comply with the wishes of the Advertiser and to deliver the agreed number of adults aged fifteen or over, "Impacts" (the gross number of opportunities to hear ("OTH") radio advertising, calculated by multiplying the total reach of the Radio Advertisements by the average OTH according to RAJAR data, it represents the total number of times each Radio Advertisement is likely to have been heard) for the Radio Advertisement. LondonONERadio will also endeavour to accommodate requested "Laydowns" (meaning the agreed broadcast schedule or number of spots) but reserves the right to change radio programming features and broadcast times. If LondonONERadio is unable to accommodate the agreed Laydowns, it shall reconcile this against the agreed Impacts. LondonONERadio will not reimburse the Advertiser for the number of spots missed according to the Laydown.

5. CANCELLATION

- 5.1. LondonONERadio will not be bound by a request to cancel a Campaign or any part thereof unless it receives written notification, by recorded delivery at least 28 working days prior to the Campaign Start Date. If a cancellation notice is received prior to this deadline, the Buyer will only be liable to pay the production charges for services LondonONERadio has undertaken prior to receipt of the cancellation notice, which shall be confirmed to the Buyer, in writing, following LondonONERadio's receipt of the cancellation notice. Cancellation notices received less than 28 working days before the Campaign Start Date, regardless of when the Campaign was booked, shall not (even if followed by LondonONERadio) affect the Buyer's liability to pay all media and production charges for the Campaign in accordance with clause 6, below.
- 5.2. LondonONERadio reserves its right to withdraw, or adjust at its discretion, any discount given to the Buyer for a Campaign if it is not completed because it is cancelled pursuant to clause 5.1, above.

6. CHARGES AND PAYMENT

- 6.1. The charges payable to LondonONERadio for the Campaign shall be as specified in the Order Confirmation. The Buyer shall be invoiced on commencement of this Agreement and, particularly for Buyers placing bookings for the first time, payment of all charges for the first month(s) of the Campaign is normally due, in clear funds, before the Campaign Start Date.
- 6.2. Notwithstanding clause 6.1, above, LondonONERadio may (at its discretion) agree to allow credit to the Buyer, in which case, unless otherwise detailed in the Order Confirmation, payment for production shall be invoiced on the Campaign Start Date and, for media, shall be invoiced monthly in accordance with Campaign delivery. All invoices must then be paid within 30 days of the date of the relevant invoice.
- 6.3. Payment must be made to LondonONERadio by:
- a) cheque delivered (with receipt acknowledged) to its principal place of business (or to another premises as LondonONERadio may specify in writing); or
 - b) BACS or other electronic transfer to LondonONERadio's bank account, as detailed on its invoice.

6.4. All charges stated in the Order Confirmation are exclusive of Value Added Tax which shall be payable in addition and at the rate from time to time in force.

6.5. For the purposes of this Agreement, time of payment shall be of the essence.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. All Intellectual Property rights in and to the LondonONERadio Material shall at all times remain vested in LondonONERadio and nothing in this Agreement shall be construed as an assignment by LondonONERadio of such Intellectual Property rights and all goodwill arising in or generated by the use of such Intellectual Property will accrue to and inure to the benefit of LondonONERadio. Apart from as set out in clause 7.2, below, the Advertiser must obtain LondonONERadio's written consent to use any LondonONERadio Material during or after the Term and LondonONERadio reserves the right to charge the Advertiser for such use.
- 7.2. Notwithstanding clause 7.1, above, from time to time, LondonONERadio shall grant to the Advertiser, a licence to reproduce the LondonONERadio Material, specifically as it appears within the Advertisement, for public communication and / or internal use, by the Advertiser or on its behalf. The terms of this licence will be detailed in a separate "Licence" signed by the parties on or about the date of this Agreement. The Advertiser accepts that LondonONERadio's ability to grant such a licence is subject always to any restrictions imposed by third-parties whose contributions are featured in the LondonONERadio Material. The Advertiser's licence (if any) in respect of the LondonONERadio Material is conditional on the Advertiser:
- 7.2.1. signing and complying with the terms of the Licence, including but not limited to the licence period and the approved platforms detailed therein;
 - 7.2.2. not altering or changing the LondonONERadio Material;
 - 7.2.3. agreeing that it will not apply for (either itself or in conjunction with any third party) nor authorise any third party to apply for (or otherwise secure) any protection in respect of the LondonONERadio Material, all such rights are reserved to LondonONERadio;
 - 7.2.4. agreeing to take such steps as may be reasonably necessary to protect LondonONERadio's rights in and to the LondonONERadio Material, including providing reasonable assistance to LondonONERadio in relation to any claims or actions it brings or is required to defend (LondonONERadio reserves all right and powers required to enforce rights in and to the LondonONERadio Material);
 - 7.2.5. agreeing that it will not at any time now or in the future dispute or challenge LondonONERadio's ownership of any of the Intellectual Property rights related to the LondonONERadio Material;
 - 7.2.6. not using the LondonONERadio Material in any way which is intended or reasonably likely to be harmful to LondonONERadio's reputation;
 - 7.2.7. ensuring that its use of the LondonONERadio Material complies with Applicable Law and/or LondonONERadio's reasonable instructions (such as take down requests and adjacency guidelines) as may be communicated from time to time; and
 - 7.2.8. ensuring that LondonONERadio is credited (in a manner agreeable to LondonONERadio) whenever the LondonONERadio Material is reproduced and/or publicly communicated for example "*in association with LondonONERadio Radio*" or such other agreed credit;
 - 7.2.9. the Advertiser's compliance with the licensing arrangements pertaining to music and other 3rd party content included within the LondonONERadio Material any additional usage which shall be agreed between the Advertiser and the relevant rights holders;
 - 7.2.10. indemnifying LondonONERadio and keeping LondonONERadio fully and effectively indemnified and holding LondonONERadio harmless from and against any third party claims which arise out of or are associated with the Advertiser's actual or purported failure to comply with this clause 7.2 and/or the terms of the Licence.
- 7.3. The Advertiser hereby grants LondonONERadio a non-exclusive, royalty-free licence during the Term to use and reproduce all Intellectual Property rights in and to the Assets for creation and delivery of the Campaign pursuant to this Agreement and/or for any other purpose in connection with the fulfilment of LondonONERadio's obligations under this Agreement.
- 7.4. All Intellectual Property rights in and relating to the Assets shall at all times remain vested in the Advertiser and nothing in this Agreement shall be construed as an assignment by the Advertiser of any such Intellectual Property rights and all goodwill and rights arising in or generated by the use of such Intellectual Property pursuant to this Agreement will accrue to and inure to the benefit of the Advertiser.
- 7.5. At the end of the Term, LondonONERadio shall no longer be entitled to use the Advertiser's Intellectual Property, save that the Advertiser hereby grants LondonONERadio a perpetual and royalty-free licence to use the Assets, as the same may appear within the Advertisements, for LondonONERadio's internal business uses and to promote its

advertising services to other potential advertisers.

8. LIMITATION OF LIABILITY

8.1. This clause 8 sets out the entire liability of one party to the other and, except as provided in this section, all other liability is excluded.

- 8.2. It is the responsibility of the Advertiser to check, when it is provided by LondonONERadio for approval, the correctness and factual accuracy of each draft Advertisement and that such draft Advertisement complies with the Advertiser's requirements and Applicable Law, especially but without limitation, those Applicable Laws which are specific to the Advertiser's industry. LondonONERadio will not be responsible for any errors in any Advertisement (or the repetition of an error in an Advertisement ordered for more than one broadcast or publication) which has been approved by the Advertiser.
- 8.3. If, after it has given its approval pursuant to this Agreement, the Advertiser notices an error in an Advertisement, it should notify LondonONERadio immediately and in writing (email being sufficient for such purposes). Following such notification, LondonONERadio shall remove the Advertisement from its website or cancel any future radio broadcasts for that Advertisement. If LondonONERadio fails to do so or if during the approval process, LondonONERadio fails to correct an error identified by the Advertiser, then LondonONERadio shall either:
- a) if possible, not charge the Buyer the media charge for delivery of that Advertisement; or
 - b) if the media charge has already been paid, re-broadcast / re-publish a corrected Advertisement, without charge, extending the Campaign term, if necessary; or
 - c) If the media charge has already been paid and it is not possible for re-broadcast or re-publish the Advertisement, credit the Buyer (for the benefit of the Advertiser if the Buyer has entered this Agreement on their behalf) the media charge associated with delivery / publication of the Advertisement(s) containing the error, such credit may then be used in any subsequent advertising or promotional campaign the Advertiser books with LondonONERadio..
- 8.4. Any complaint, claim or query (whether in relation to an Advertisement or an invoice) must be raised with LondonONERadio in writing (email being sufficient for such purposes) within 10 days of either:
- a) the broadcast of the Radio Advertisement;
 - b) the date on which it is claimed the Radio Advertisement should have been broadcast;
 - c) the date on which the Digital Advertisement or Audio-Visual Advertisement should have been or has been live on a LondonONERadio website; or
 - d) the date of receipt by the Buyer of the invoice giving rise to the complaint, claim or query.
The raising of a complaint, claim or query shall not affect the Advertiser's liability to pay all charges for the Campaign.
- 8.5. LondonONERadio shall not be liable for failure to perform its obligations hereunder, to the extent that such failure arises from or is attributable to acts, events, omissions or accidents beyond its reasonable control including but not limited to any of the following: fires, Acts of God, flood, earthquake, windstorm or other natural disaster, strikes, interruption or failure of a utility service, failure of the internet, terrorism, key employees not being available to perform the services through death, illness or departure, or Governmental restriction. LondonONERadio shall also not be liable to the Advertiser for the failure, corruption, interruption, downtime, virus or malfunction of any radio station, website or other digital platform, including but without limitation any 3rd party media platform.
- 8.6. LondonONERadio will not be liable to the Advertiser if the success of the Campaign is less than anticipated.
- 8.7. The Advertiser will indemnify LondonONERadio and shall keep LondonONERadio fully and effectively indemnified and hold LondonONERadio harmless from and against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or reasonably foreseeably as a result of the Advertiser's breach or non-performance (and, if a Buyer has entered into this Agreement on behalf of its Advertiser client, any breach or non-performance by that Advertiser client) of any representation, warranty or other term of this Agreement.
- 8.8. Nothing in this Agreement limits or excludes the liability of a party for death or personal injury resulting from its negligence or for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party.
- 8.9. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 8.10. LondonONERadio shall not be liable to the Advertiser for loss of profits, business, goodwill and/or similar losses or loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information, or any special, indirect or consequential loss, costs, damages, charges or expenses.

8.11. LondonONERadio's total liability to the Advertiser in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total media and production charges (calculated on a pro-rata basis) payable for the Advertisement in question.

9. TERMINATION

9.1. LondonONERadio may terminate this Agreement at any time and without reason by serving 30 days' written notice to the Advertiser.

9.2. Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, if a party (the "Defaulting Party"):

- a) commits a material breach of this Agreement which is not capable of remedy or, if capable, is not remedied within 15 days of the other party's written notice giving details of the breach and requiring its remedy;
- b) suspends, threatens to suspend, admits inability or is deemed unable to pay its debts as they fall due within the meaning of s123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of s268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- c) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a solvent amalgamation or solvent reconstruction of that party;
- d) files a petition, gives a notice, passes a resolution, or makes an order, for or in connection with its winding up other than for the sole purpose of a solvent amalgamation or solvent reconstruction;
- e) receives or issues an order for, or a notice of an intention for, the appointment of an administrator;
- f) has a person who becomes entitled to appoint a receiver over its assets or a receiver is appointed over its assets;
- g) (if the party is an individual), is the subject of a bankruptcy petition or order; or
- h) has a creditor who attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- i) any event occurs, in any jurisdiction, that has an effect equivalent or similar to any of the events mentioned in this clause 9.2; or
- j) suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- k) (if the party is an individual) dies or, by reason of illness or incapacity is incapable of managing his or her own affairs; or
- l) has a change of control or ownership; and

9.2.1 the Defaulting Party is the Advertiser, LondonONERadio shall be entitled (at its discretion) to suspend the Campaign until the breach is remedied or to terminate this Agreement, without liability, immediately by giving written notice to the Advertiser and any balance of the charges payable for the Campaign which are outstanding shall become due and payable immediately; or

9.2.2 the Defaulting Party is LondonONERadio, the Advertiser may terminate this Agreement immediately by giving written notice to LondonONERadio.

9.3. Unless expressly stated in this Agreement, on expiry or termination of this Agreement, all rights and obligations of the parties and the licences granted herein shall also come to an end.

9.4. In addition to the provisions above, LondonONERadio shall also be entitled to:

- a) charge a £25 administration charge if any cheque drawn in its favour by the Buyer in purported satisfaction of any unpaid invoice is dishonoured on presentation; and
- b) charge interest on any outstanding payments at the rate of 2% per annum above the base rate of Barclays Bank plc accruing from and including the date that payment fell due until and including the date of actual payment, both before and after judgment; and/or
- c) instruct a debt collection agency to recover any sum due and all charges incurred by LondonONERadio as a result of such instruction shall be payable by the Buyer;

All additional charges being payable within 7 days of LondonONERadio's invoice.

10. SUPPLY OF PRIZES.

10.1. If the Campaign includes a competition or prize promotion (each a “prize promotion”) promoted by LondonONERadio for which the Advertiser is responsible for supplying and/or arranging the prize, the Advertiser, accepts that the terms of this clause 10 shall apply.

10.1.1. LondonONERadio will be notified to prize promotion entrants as the “promoter” (as such term is defined by the Advertising Standards Authority) but the Advertiser may be referred to as the provider of the prize whenever the prize promotion is promoted as part of the Campaign.

10.1.2. The Advertiser warrants that it is entitled to grant LondonONERadio permission to provide the prize as a prize for the prize promotion.

10.1.3. LondonONERadio will provide to the Advertiser, for approval at least 7 days before the prize promotion start date, a copy of the terms and conditions for the prize promotion (the “Rules”). The Advertiser must respond within 3 days and raise any objections to the description of the prize in the proposed Rules. Failure to do so shall be interpreted as the Advertiser’s approval of the Rules and the description of the prize contained therein.

10.1.4. Once the Rules are approved, the Advertiser shall make no changes to the prize as it is described in the Rules.

10.1.5. Notwithstanding clause 10.1.4, above, if due to circumstances beyond the Advertiser’s control, the Advertiser will be unable to provide the prize exactly as it is described in the Rules and/or its delivery will be delayed, it shall notify LondonONERadio as soon as it becomes aware of this. The Advertiser shall then be responsible for providing, at its cost, an alternative prize (of equivalent value and product description) which LondonONERadio, acting reasonably, deems appropriate in the circumstances.

10.1.6. If the Advertiser is responsible for delivering the prize to the winner, it shall provide the winner with all information the winner reasonably requires to receive and use the prize and must deliver the prize or, if delivery is not possible, contact the winner to make arrangements for delivery, within a week of the prize promotion end date. The prize should always be delivered to the winner within 28 days of the date the winner is announced unless there are extenuating circumstances, in which case, the Advertiser must keep the winner informed as to when they will receive their prize and the reason for the delay. If applicable, the Advertiser will provide, before the prize promotion start date, contact details for the person with responsibility for arranging delivery of the prize(s). These details will be provided to the winner(s) when LondonONERadio notifies them that they have won. The responsible person will then be expected to liaise with the winner(s) and must confirm to LondonONERadio, in writing, when the winner(s) has been contacted about their prize and/or to arrange its delivery and, again, once delivery has taken place.

10.1.7. The Advertiser is responsible for ensuring that the prize complies with Applicable Laws, health and safety legislation, trading and other industry standard regulations.

10.1.8. As between the parties, the Advertiser is solely responsible for the prize and any risks associated with it. LondonONERadio shall not be liable in any way for the prize or for any costs, damages, or liabilities arising out of or connected with it and/or the winner(s)’s receipt and use of it. If an entrant or winner complains to LondonONERadio, about or in connection with the prize the Advertiser must take all reasonable steps to resolve and/or rectify such complaint. This obligation includes providing a substitute prize (of equivalent value and product description) if the original prize is defective or not available.

11. DATA PROTECTION

11.1. The Advertiser acknowledges and consents to its trading name, company name, address, and payment record being submitted to a credit reference agency (details of which shall be available upon request) for the purposes of obtaining a credit report. If the Advertiser is an individual, it accepts that and consents to LondonONERadio submitting and processing such details, together with its name and other required personal data to obtain such credit report. If the Advertiser is a partnership or individuals trading as an unincorporated business, this also applies to the partners in such partnership and the proprietors of such unincorporated business.

11.2. Unless otherwise agreed, no personal data will be transferred to the Advertiser by LondonONERadio pursuant to this Agreement. The transfer of any personal data by LondonONERadio to the Advertiser (in connection with this Campaign or otherwise) is subject to the Advertiser signing and complying with LondonONERadio’s standard data sharing agreement. Under no circumstances will personal data be transferred to the Advertiser unless the Advertiser signs such data sharing agreement and provides LondonONERadio with confirmation that it holds a valid registration with the Information Commissioner’s Office.

11.3. Each Party warrants that it shall comply with all relevant legislation and regulation governing the processing and transfer of personally identifiable data at all times. LondonONERadio shall be the data controller of such personal data.

12. CONFIDENTIAL INFORMATION

The terms of this Agreement (but not its existence), and any other information notified by one party to the other as being confidential, shall be kept strictly confidential at all times, unless required by law, order of a court of competent jurisdiction, in which event the disclosing party shall notify the other party as promptly as possible (and, if at all possible, prior to the making of any such disclosure) and shall use its reasonable commercial endeavours to ensure that such information continues to be treated as confidential. Notwithstanding the foregoing, the parties shall be entitled to disclose any such confidential information on a "need-to-know" basis under the same obligations of confidentiality as in this Agreement, to its professional advisors, employees, officers, contractors, agents and affiliated companies.

13. SPONSORSHIP AGREEMENTS

- 13.1. If part of the Campaign is for sponsorship of a radio programme or feature, LondonONERadio reserves the right to cancel or suspend this element of the Campaign at any time. The Advertiser accepts that LondonONERadio may also alter its radio programming schedule over holiday periods. If the radio sponsorship element of the Campaign is to be cancelled, suspended or its radio programming schedule altered, LondonONERadio will endeavour to give the Advertiser prior notice and will always deliver the agreed number of Impacts.
- 13.2. The Advertiser must give LondonONERadio 3 months' written notice, to be sent by recorded delivery, to cancel any sponsorship, during which time it will continue to pay LondonONERadio in accordance with clause 6.

14. GENERAL

- 14.1. In confirming its order (whether directly or indirectly) for the delivery of the Campaign pursuant to this Agreement, the Advertiser is indicating its acceptance of the terms set out herein.
- 14.2. No waiver or indulgence by LondonONERadio shall be effective save in relation to the matter in respect of which it was specifically given.
- 14.3. The Buyer may not assign this Agreement in whole or in part.
- 14.4. These terms and conditions together with the Order Confirmation constitute the whole agreement between LondonONERadio and the Advertiser (and if the Buyer is acting on behalf of an Advertiser client, that Advertiser) concerning the Campaign and supersede all previous agreements relating to the same. If there is any conflict between these terms and conditions and the Order Confirmation, the Order Confirmation shall prevail.
- 14.5. A person who is not a party to this Agreement shall have no rights to enforce any of its terms whether under the Contracts (Rights of Third Parties) Act 1999, or otherwise.
- 14.6. This Agreement which incorporates these terms shall be construed under and governed by the law of England and the parties submit to the exclusive jurisdiction of the English courts.

LEGAL STREAMING Spreaker

Spreaker Inc. ("Spreaker", "we", "our" or "us"), provides access to the Spreaker website and mobile applications (the "Website"), and all current and future services, software and data accessed via the Website, including the Spreaker widgets and the Spreaker API (the "Services"). The Website and the Services are referred to together in these Terms & Conditions as the "Platform".

These Terms & Conditions govern your use of the Platform. They apply solely to the Platform and not to any other website or any offline activities of Spreaker (unless stated). By accessing or using the Platform (including but not limited to accepting, uploading, submitting or downloading any information or content from or to the Website and/or use of the Services) you agree to be bound by these Terms & Conditions.

BEFORE USING THE PLATFORM, PLEASE READ CAREFULLY THE FOLLOWING CONDITIONS AND TERMS OF USE. BY REGISTERING FOR AND/OR ACCESSING, BROWSING, AND USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS, INCLUDING ANY ADDITIONAL GUIDELINES, AND ANY FUTURE MODIFICATIONS (COLLECTIVELY, THE "TERMS"), AND THAT YOUR USE OF THE PLATFORM WILL COMPLY WITH ANY AND ALL APPLICABLE LAWS AND REGULATIONS AT ALL TIMES DURING YOUR USE OF THE PLATFORM. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF SPREAKER.

1. Eligibility

Children below the age of 13 are not eligible to use Spreaker, and must not attempt to sign up to Spreaker and/or submit any personal information to us.

2. Changes to the Platform and the Terms & Conditions

We reserve the right to add, delete or amend parts of these Terms & Conditions at our sole discretion and at any time without prior notice to you. We will post any changes to the Terms & Conditions on this page and will indicate the effective date of the revised Terms & Conditions at the top of the page. It is important for you to refer to these Terms & Conditions from time to time to make sure that you are aware of any changes that we may have made. By continuing to use the Platform you are agreeing to be bound by the revised Terms & Conditions.

3. Description of Website and the Services

Access to the Platform currently provides users with access to the Services and further online tools and resources such as audio, personalised content, social features and targeted advertising messages. The Platform enables you to upload, share and discover audio and personalised content with all other users on the Platform. Unless otherwise stated, any new features or tools which are added to the Website and/or the Services are subject to these Terms & Conditions. It is possible that these Terms & Conditions and a separate end user licence or similar agreement may apply to a bespoke service or product offered by Spreaker. In this case, these Terms & Conditions will also apply to any licence or similar agreement, unless stated otherwise in the relevant licence or other agreement. We may add, amend or remove any aspect of the Website and/or the Services at any time without notice. We may also impose limits on certain features and/or restrict access to parts of or all of the Platform without notice or liability to you or any third party.

In order to use the Website, you must obtain access to the Internet and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device.

4. Intellectual Property Ownership and Licence

Copyrights, trademark rights, database rights, design rights and any and all other intellectual property and other rights relating to the Platform existing now or in the future (including but not limited to computer programs, source and object code, documentation, software graphics, text, images, designs, videos,

animations, databases, logos, domain names, trade names and trade identities - collectively referred to as the "Content") are the property of Spreaker, its subsidiaries, affiliates and/or licensors.

The Content does not include User Submissions (as defined below) or any other content owned by and submitted by users to the Spreaker Platform.

Unless expressly granted in writing by Spreaker, no rights in or to the Content except those expressly set forth within these Terms & Conditions are granted to you.

The copying, reproduction, re-arrangement, sale, leasing, renting, lending, distribution, redistribution, modification or adaptation, downloading, sideloading, exchanging, creating of derivative works, uploading, posting, transmitting, communication to the public or publication by you, directly or indirectly, of the Content, including the removal or alteration of advertising, except pursuant to the express limited grant of rights hereunder, is strictly prohibited. You agree to abide by any and all additional notices, information or restrictions in respect of the Platform contained in any part of the Website and/or Services. Exploiting any part of the Platform for a purpose that is not permitted by these Terms & Conditions is expressly prohibited without prior written permission from Spreaker or the applicable intellectual property rights holder as identified on the Website.

Subject to your strict compliance with these Terms & Conditions, Spreaker grants you a limited, personal, non-exclusive, revocable, non-assignable and non-transferable licence for both commercial and non-commercial purposes to:

- listen to audio content streamed from the Website
- submit or upload audio content, images and other content to the Website strictly as permitted in accordance with these Terms & Conditions and any other terms posted on the Website;
- embed Spreaker widgets on your personal website, blog or social network profile pages; and
- participate in the Spreaker social features and communicate with other members of the Spreaker community;

5. Links and Third Party Content

Spreaker or third parties may provide links on the Platform to other sites or content ("Other Sites"). Spreaker has no control over such Other Sites or content, and therefore makes no claim or representation regarding, and expressly disclaims responsibility for, the accuracy, quality, legality, nature, availability or reliability of Other Sites or content linked to by the Platform. The Platform provides links to you only as a convenience, and the inclusion of any link on the Platform does not imply our affiliation, endorsement, or adoption of the linked site or any information therein. Access and use of Other Sites, including the information, material, products and services on Other Sites and/or available through Other Sites, is solely at your own risk. When you leave the Platform, our Terms & Conditions no longer govern. You should review applicable Terms & Conditions, including the privacy and data gathering practices, of any Other Sites.

In addition, third party advertisers or commercial partners may offer goods, services and other materials to you on the Platform. Your correspondence and business dealings with others found on or through the Platform and any terms, conditions, warranties and representations associated with such dealings, are solely between you and the relevant third party. Spreaker will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or the offering of such products, services, and other Content on or through the Platform. Descriptions of, or references to, products, services or publications on the Platform do not imply endorsement of that product, service or publication.

6. Our Linking and Widget Policy

You may include links to the Website or include widgets in any website under the following criteria:

- You may link to, but not replicate, the Content;
- You must not imply that Spreaker or the Platform are endorsing or sponsoring your website or its products, unless Spreaker has given its prior written consent;
- You must not present false information about Spreaker or its products or services;
- You must not use any Spreaker Content or Services except as expressly permitted in these Terms & Conditions or without prior permission from Spreaker;
- The website must not contain content that is illegal, obscene or defamatory, or that could be construed as distasteful, offensive or controversial;
- The website must not support, endorse or encourage piracy or the unauthorised exploitation of intellectual property rights.

By linking to or embedding a widget in a third party website, you agree that you do and will continue to comply with the above linking and embedding requirements. We reserve the right to deny permission to link to the Website or embed widgets for any reason in our sole and absolute discretion.

Spreaker reserves the right to remove links or to block Spreaker widgets at any time and for any reason in its absolute discretion.

7. Prohibited Uses

- As a condition of your use of the Platform, you will not use the Platform for any purpose that is unlawful or prohibited by these Terms & Conditions. Access to the Platform from territories where their access or use thereof is illegal is strictly prohibited. You are responsible for complying with all local rules, laws, and regulations including, without limitation, rules about intellectual property rights, the Internet, technology, data, electronic mail, or privacy.
- You agree not to reproduce, duplicate, copy, sell, trade, resell, distribute or exploit, any portion of the Platform for any purpose.

- You agree not to defame, harass, abuse, threaten, stalk or defraud users of the Platform, or collect, or attempt to collect, personal information about users or third parties without their consent.
- You agree not to intentionally interfere with or damage, impair or disable the operation of the Platform or any user's enjoyment of it, by any means, including but not limited to uploading or otherwise disseminating viruses, worms, spyware, adware or other malicious code.
- You agree not to remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Platform, including but not limited to any features that prevent or restrict the use or copying of any content accessible through the Platform, or features that enforce limitations on the use of the Platform.
- You agree not to attempt to gain unauthorized access to the Platform, or any part of it, other accounts, computer systems or networks connected to the Platform, or any part of it, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform.
- You agree not to obtain or attempt to obtain any materials or information through any means not intentionally made available through the Platform. You agree neither to modify the Platform in any manner or form, nor to use modified versions of the Platform, including, without limitation, for the purpose of obtaining unauthorized access to the Platform.
- You agree that you will not use any robot, spider, scraper, or other automated means to access the Platform for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Platform.
- You agree not to utilize framing techniques to enclose any trademark, logo, or other Content without our express written consent. You agree not to use any meta tags or any other "hidden text" utilizing Spreaker's name or trademarks without our express written consent.
- You will promptly remove any links that Spreaker finds objectionable in its sole discretion. You agree not to use any Spreaker logos, graphics, or trademarks as part of the link without our express consent.
- You agree not to make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the Platform. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of unsolicited commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures.
- You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Platform or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- You agree not to modify, adapt, translate or create derivative works based upon the Platform or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

- You represent, warrant and agree that you will comply with the above acceptable use requirements. Spreaker reserves the right, in its sole discretion, to terminate any user's account or take such other action as Spreaker sees fit in relation to any user who partakes in any of Spreaker's prohibited uses or in breach of any of the other terms set forth herein. In extreme cases or as required by law or regulation, Spreaker reserves the right to take court action and/or report users to the relevant authorities.

8. User Accounts, Additional Terms, End User License Agreements

In order to access some features of the Platform, you will have to create an account. You agree that the information you provide to Spreaker upon registration and, at all other times, will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. You acknowledge, consent and agree that Spreaker may access, preserve and disclose your account information if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

- comply with legal processes;
- enforce these Terms & Conditions;
- respond to a claim that any information submitted by a user violates the rights of third parties;
- respond to your requests for customer service; or
- protect the rights, property or personal safety of Spreaker, its users and the public.

In some instances, these Terms & Conditions and separate end user licence agreements or terms & conditions that set forth additional conditions may apply to Services or products offered via the Website. To the extent there is a conflict between these Terms & Conditions and the terms of any applicable end user licence or similar agreement, the end user licence or similar agreement will apply, unless the additional conditions expressly state that these Terms & Conditions apply. In cases where there are no additional terms or conditions stated for any such registrations, services or products, these Terms & Conditions will apply.

9. Password

When you register for a user account you will be asked to provide a username and a password. As you will be responsible for all activities that occur under your username and/or password, you should keep your password confidential. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you have reason to believe that your user account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your account ID or password), you will immediately notify Spreaker. You may be liable for the losses incurred by Spreaker or others due to any unauthorized use of your account.

10. Competitions

Spreaker may decide to run competitions, promotions, prize draws and other opportunities on the Website and these will be governed by a separate set of terms and conditions. A link to these terms and conditions will be found on the Website, alongside details of the specific competition, promotion, prize draw and other opportunities. It is your responsibility to read those terms and conditions for details about the terms that shall apply and any eligibility requirements.

11. Copyrights and Copyright Agents

Spreaker aims to respect the intellectual property rights of others. If you believe that your work (or the work of a third party on whose behalf you are entitled to act) has been copied, used, or made available on or through the Spreaker Website in a way that constitutes copyright infringement of your intellectual property, please provide our copyright agent with a copyright infringement notice ("Notice") which should include the following written information:

- a statement that you have identified material on the Website which infringes your copyright (or infringes the copyright of a third party on whose behalf you are entitled to act, if applicable);
- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single Notice, a representative list of such works at that site;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Spreaker to locate the material (e.g. a URL and/or screen shot in which the infringing content can be clearly identified);
- your full name, email address, postal address and telephone number on which you can be contacted;
- a statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law;
- a statement by you that the information in the Notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; and
- a physical or electronic signature (which may be a scanned copy) of a person authorized to act on behalf of owner of the work that is allegedly infringed.

Spreaker's agent for notice of claims of copyright infringement on or regarding the Website can be reached as follows:

By mail: For: Copyright Agent, Spreaker Inc. 620 W 143rd st. APT 7A - New York, NY, 10031.

By email: [**info@spreaker.com**](mailto:info@spreaker.com)

If you are unsure about your rights in respect of material, or whether there has been an infringement of your rights, we suggest you take legal advice before sending a Notice to Spreaker.

12. User Submissions.

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User Submissions Prohibited Uses. In connection with your User Submissions, you further agree that you will not: (i) publish misrepresentations that could damage Spreaker or any third party; (ii) submit material that is unlawful, defamatory, libellous, slanderous, threatening, pornographic, obscene, vulgar, harassing, harmful, hateful, abusive, racially or ethnically offensive or is otherwise inappropriate; (iii) post spam advertisements or solicitations of business; (v) impersonate another person or entity or falsely state or otherwise

misrepresent your affiliation with a person or entity; or (v) post User Submissions that would be harmful to minors in any manner.

In any case of violation of any of the above user submission rules and requirements or as required by law or regulation, Spreaker reserves the right to take court action and/or report users to the relevant authorities, for instance but not limited to when a user submission becomes subject of a copyright infringement note.

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16. Indemnity

You agree to indemnify, hold harmless, and keep Spreaker, its subsidiaries and affiliates, and their respective owners, officers, managers, members, agents and employees, fully and effectively indemnified with respect to any and all costs, claims, demands, investigations, liabilities, losses, damages, judgments, settlements, costs and expenses, including attorneys' fees arising out of or in connection with these Terms & Conditions, including, without limitation: (a) your use of the Platform; (b) your violation of these Terms & Conditions or any law, rule or regulation; (c) your use of the Content; or (d) your placement or transmission of any of your User Submissions or any other content or materials on or through the Platform. You will cooperate as fully and reasonably as required by Spreaker in the defence of any claim. Notwithstanding the foregoing, Spreaker retains the exclusive right to settle, compromise and pay any and all claims, demands, proceedings, suits, actions or causes of actions which are brought against Spreaker herein under the terms and provisions of this Section 15 and in no event shall you settle any such claim without Spreaker's prior written approval.

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The Terms of Use shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles.

18. Miscellaneous

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