



TERMS AND CONDITIONS

By using our online services, you agree to be bound by these terms, which shall take effect immediately on your first use of one of our online services. If you do not agree to be bound by all of the following terms, please do not access, use and/or contribute to any of our online services. You should print a copy of these terms or save them to your computer for future reference.

Accessing Our Site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

Eligibility

To access our Services through our Website, you must be a legal entity, or an individual of thirteen (13) years of age or older who can form legally binding contracts. To become a Registered User, you must accept all of the terms and conditions in, incorporated by reference in, and linked to, these Terms of Service. 'Mercury Orbit Music' reserves the right, in its sole discretion, to refuse, suspend, or terminate Services to anyone.

Modification of these Terms

We reserve the right to change these terms and conditions of these Terms of Use at any time. You should check this page regularly. The changes will appear on the Sites and will be effective when we post the changes. Your continued use of the Sites means you agree to and accept the changes. If a Site contains additional terms and conditions then those terms and conditions shall apply to your use of such Site, in addition to these terms and conditions, provided, that, in the



event of a conflict with these terms and conditions, the conflicting terms and conditions of such Site shall apply only to your use of that Site and only to the extent of the conflict.

Collecting your information

By using our online services, you agree to provide any relevant information, documents and attachments, through electronic means, in the format and to the standards described for each transaction. You also agree and understand that the information collected will be retained in electronic form.

Right to suspend, alter, or cancel service

The 'Mercury Orbit Music' shall be entitled at any time without prior notice or any liability to you, to cancel or suspend any or all our online services and/or to substitute alternative services, which may or may not be interactive or transactional in nature.

Prohibited uses.

You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.

Additionally, you agree not to:



- Use the Site in any manner that could disable, overburden, damage, or impair the Sites or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- You agree not to "scrape" or disaggregate data from the Site (whether by manual or automated means), for any commercial, marketing, or data compiling or enhancing purpose. Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.
- If User leaves a review or comment, we have the right to delete or change the review. Also, we have the right to remove products and replace it or delete it.



PRIVACY POLICY

User Provided Information

The Website obtains the information you provide when you download and register the Website. Registration with us is optional. However, please keep in mind that you may not be able to use some of the features offered by the Website unless you register with us.

Automatically Collected Information

In addition, the Website may collect certain information automatically, including, but not limited to, the type of mobile device you use, your mobile devices unique device ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browsers you use, and information about the way you use the Website.

Modifications to Privacy Policy

We may modify these Privacy Policy from occasionally in its sole discretion and/or to take account of new legislation, statutory instruments, Government Regulations, Licenses, similar circumstances and for any other reason. Any such modification shall be published on this site.

Information you provide

We may collect and store any personal information you provide as part of the registration process or otherwise. This includes identifying information, such as your name, email address and telephone number, and, if you transact business with us, financial information, such as your payment method and related information. You may also provide us with information about your interests, gender, age, and other demographic information such as your username and hometown.



- Whenever you voluntarily disclose personal information on publicly viewable screens or pages, that information will be publicly available and can be collected and used by others. For example, if you post your email address, you may receive unsolicited messages. We cannot control who reads your posting or what other users may do with the information you voluntarily post, so we encourage you to exercise discretion and caution with respect to your personal information.
- You may also (but are not required to) provide information about yourself (such as your gender, location, URL, or a biography). Any additional image or information you provide may be publicly displayed. If you wish, we will delete your account information; to do so, please close your account by sending an email to _____.

Access termination or restriction

Mercury Orbit Music reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice.

Code of conduct; prohibited activities

In using the Website, you must behave in a civil and respectful manner at all times. Further, you will not:

- Harass or stalk any other person;
- Harm or exploit minors;
- Act in a deceptive manner by, among other things, impersonating any person;
- Collect information about others;
- You will not express or imply that any statements you make are endorsed by “Mercury Orbit Music” without our specific prior written consent;
- You will not distribute spam, and will not use any robot, spider, site search/retrieval Website, or other manual or automatic device or process to retrieve, index, “data



mine”, or in any way reproduce or circumvent the navigational structure or presentation of the

Service or its contents;

- You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights;
- You will not interfere with or disrupt the services or the site or the servers or networks.
- “Mercury Orbit Music” has the right, but not the obligation, to monitor all conduct on and content submitted to “Mercury Orbit Music” or the Website.

Indemnification

You will indemnify, defend, and hold harmless “Mercury Orbit Music” and its affiliates, directors, officers, employees, and agents, from and against all third party actions that: (i) arise from your activities on or use of the Website; (ii) assert a violation by you of any term of this Agreement; or (iii) assert that any content you submitted to “Mercury Orbit Music” violates any law or infringes any third party right, including any intellectual property or privacy rights.

Links

The content on the Website may include links to third party external sites. You agree that we cannot be held liable for the content, nature or reliability of any third-party links. In addition, we allow third party companies to serve ads and/or collect certain anonymous information when you visit our websites. These companies may be placing and reading cookies in the cookie file of the browser on your computer’s hard disk or using web beacons or other technologies to collect information in the course of ads being served on this website. These companies may use information other than personal information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to these and other websites in order to provide advertisements about goods and services likely to be of greater interest to you.



Force Majeure

Except for the payment of fees to Mercury Orbit Music, neither of the parties to these Terms of Service shall be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such party shall be extended by the period of such delay.



COOKIES POLICY

In common with other commercial websites, our website utilizes a standard technology called “cookies” and web server logs to collect information about how our website is used.

Information gathered through cookies and web server logs may include the date and time of visits, the pages viewed, time spent at our website, and the websites visited just before and just after our website.

We use cookies to:

- remember you when you visit this website to keep track of your browsing patterns and to build up a profile of how you and other users use the website.
- make our website work as efficiently as possible.
- facilitate transactions and administer services to you and to our partners.

The third party companies that generate these cookies have their own, very strict, privacy policies but we don't have access to these cookies; other than allowing them to be served, we have no role to play in these cookies at all (although we may use statistical information arising from these third party cookies and provided to us by third parties, to improve our website experience).



DISCLAIMERS

a. You acknowledge and agree that the Mercury Orbit Music is not responsible for and shall not have any liability, directly or indirectly, for any loss or damage, including personal injury or death, as a result of or alleged to be the result of:

- any incorrect or inaccurate Content posted on the Website or provided in connection with the Service, whether caused by users of the Website or Service, including Members, or any of the equipment or programming associated with or utilized in the Website or Service;
- the timeliness, deletion or removal, incorrect delivery or failure to store any Content, communications or personalization settings;
- the conduct, whether online or offline, of any user of the Website or Member of the Service;
- any error, omission or defect in, interruption, deletion, alteration, delay in operation or transmission, theft or destruction of, or unauthorized access to, any user or Member communications; or
- any problems, failure or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems, including injury or damage to users and/or Members or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. to the maximum extent allowed by applicable law, the mercury orbit music provides the website and the service on an "as is" and "as available" basis and grants no warranties of any kind, whether express, implied, statutory or otherwise with respect to the service or the website (including all content contained therein), including (without limitation) any implied warranties of satisfactory quality, merchantability, fitness for a particular purpose or non-infringement.



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b. any material downloaded or otherwise obtained through the use of the Mercury orbit music is accessed at your own discretion and risk, and you will be solely responsible for and hereby waive any and all claims and causes of action with respect to any damage to your computer system, internet access, download or display device, or loss or corruption of data that results or may result from the download of any such material. If you do not accept this limitation of liability, you are not authorized to download or obtain any material through the Mercury orbit music.



COPYRIGHT POLICY

We care about copyright and do maximum efforts to avoid hurting other developers and publishers online. Read the following policy carefully to learn about our extensive and timeconsuming measures to bring the latest updates of our website.

Copyright infringement policy

Mercury Orbit Music respects the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Mercury Orbit Music Copyright Agent in the form of a "Notification of Alleged Infringement."

Copyright reports

Mercury Orbit Music will investigate and respond to any copyright claim within 24 hours. To accommodate your claim as fast as possible we welcome the following information:

- (a) your electronic or physical signature;
- (b) sufficient information to identify the copyrighted work that you claim has been infringed;
- (c) a description of the infringing material and the location on the Site of such material;
- (d) your name, address, telephone number and email address so that we may contact you.

Governing law

This Agreement shall be governed by the laws of the California , without regard to principles of conflicts of law provided that the arbitration agreement shall be governed by the Federal Arbitration Act.