

PRIVACY POLICY

Desi Music Factory ("DMF") are committed to protecting and respecting your privacy.

This privacy policy (together with our [terms of use](#) and any other documents referred to in it) describes how we collect and use information through your use of this website. Please read the following carefully to understand our practices regarding your information and how we will treat it.

BY VISITING THIS WEBSITE (THE "SITE") YOU ARE ACCEPTING AND CONSENTING TO THE PRACTICES DESCRIBED IN THIS POLICY (INCLUDING AS UPDATED OR AMENDED FROM TIME TO TIME). IF, FOR ANY REASON, YOU DO NOT AGREE TO THE TERMS OF THIS POLICY, PLEASE STOP USING THE SITE IMMEDIATELY.

Please click on the sections below to learn more about our privacy policy:

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WHO WE ARE

This Site is operated by Yellow media Pvt Ltd. As used in this Privacy Policy, "DMF Companies" includes DMF-affiliated companies who own, are owned by, or are under common control with DMFMusic Investments, Inc.

INFORMATION WE MAY COLLECT FROM YOU

When you use the Site or contact us we may collect and process the following data about you:

- Information you give us, including:
 - o Forms filled out by you on the Site;
 - o Content of correspondence with us;
 - o Site registration;
 - o Subscriptions or orders placed on the Site;
 - o Participation in discussion boards or other social media functions on the Site;
 - o Information from social media or other platforms when you sign on to or otherwise link our Sites with your Facebook, Twitter, Spotify, Google, Instagram, Tumblr or other online account (a "Connected Account");
 - o Entering a competition, promotion or survey;

- o Reporting a problem or requesting support for the Site.

The information you give us may include your name, address, e-mail address and phone number, date of birth, payment information, personal description, photographs or images or comments.

- Information we collect about you.

With regard to each of your visits to our Site we may automatically collect the following information:

- o Technical information, including IP address, login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- o Information about your visit, including the full URL clickstream to, through and from our Site (including date and time);
- o Pages you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page.
- We may also use cookies or other tracking technologies from third parties on our Sites. Please see our Cookies Policy below for more information.

INFORMATION WE COLLECT FROM OTHER SOURCES

We may receive information about you if you use any of the other websites operated by DMF Companies or the other services DMF Companies provide. In this case we will have informed you when we collected that data that it may be shared internally and combined with data collected on this Site.

Third party business partners and vendors such as technical, payment and delivery services, advertising networks, analytics providers, search information providers, or other service providers may provide information about you when performing their services for us.

We may use third parties to supplement information we collect about you or help us connect data across DMF Companies.

Information we receive from Connected Accounts with your consent may include email address, first and last name, location (hometown and country), gender, date of birth, likes, content played, posts or other activity. Please review your Connected Account privacy settings to control what information is provided to us through this option.

Our Sites may include features that allow you to post content or otherwise interact with third party services, such as social media. Our use of information collected by us is governed by this Privacy Policy. The collection and use of information by the third party service who provides such functionality is governed by the third party's privacy policy.

HOW YOUR INFORMATION MAY BE USED

We may use information held about you in the following ways:

- To provide our Sites to you, including internal operations, troubleshooting, data analysis, testing, research, security, safety, and statistical purposes;
- To provide you with information about Desi Music Factory artists, content, or promotions;
- To provide you, or permit selected third parties to provide you, with information about goods or services, including through interest-based advertising;
- To carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
- To improve our Site to ensure that content is presented in the most effective manner for you and for your computer;
- To notify you about changes to our Sites or to manage your access to the Sites;
- To respond to your queries;
- To allow you to interact with our Site, for example by posting comments;
- To allow you to share information from our Site on third party social media platforms;
- To comply with legal and regulatory requirements.

Information we receive from other sources.

- We may combine information we receive from other sources with information you give to us and information we collect about you. We may use this combined information for the purposes set out above;

DISCLOSURE OF YOUR INFORMATION

We may share your personal information with other DMF Companies and with selected third parties including:

- Business partners, suppliers, vendors, and sub-contractors who enable us to operate the Sites or to provide you with a product or service;
- Business partners, suppliers and sub-contractors to provide you with advertisements or other information about promotions and offers we believe may interest you;
- Relevant DMF Company artists and/or their representatives for marketing, promotional or similar purposes;
- Third party partners who conduct joint marketing, product or services activities with DMF, including information DMF collects outside the joint activities, where such disclosure is permitted by applicable law and where you have not opted out as described in "YOUR RIGHTS AND CHOICES" below;
- Aggregated, anonymized, or pseudonymized (de-linked from personally identifiable information) data to advertisers, advertising networks and social networks that require the data to select and serve relevant advertisements to you and others. We may also use aggregate information to help advertisers reach the kind of audience they want to target. We may make use of information we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience;
- DMF Companies work with selected third party companies that provide a broad range of online solutions. It is sometimes necessary for DMF Companies to provide these companies with access to limited personal information about our users. In such cases DMF Companies will share only the personal information required to for these companies to perform their functions and will not allow them to use this data for any other purposes;
- Analytics and search engine providers that assist us in the improvement and optimisation of our Site.
- If the DMF Company that controls this Site or substantially all of its assets are acquired by a third party, in which case personal information held by it may be one of the transferred assets and may be disclosed to potential buyers;
- If we are under a duty to disclose or share your personal information in order to comply with any legal obligation, in response to a lawful request by public authorities (including to meet national security or law enforcement requirements), or in order to enforce or apply our [terms of use](#) and other agreements; or to protect the rights, property, or safety of DMF Companies, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction;
- To any other third party with your prior consent to do so.

STORAGE AND TRANSFER OF DATA

All the information you provide may be processed and stored, transferred or accessed by entities around the world as described in this policy. By submitting your information and using our Site, you consent to this transfer, storing or processing, consistent with applicable law. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

The security of your personal information is important to us. We have implemented appropriate technical, administrative, and physical controls to protect information about you. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our Site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

COOKIES

Our Site uses first- and third-party cookies and other tracking technologies. For detailed information on our use of cookies, please see our Cookies Policy below. Our third party partners may use tracking technologies that are not cookie-based such as advertising IDs for mobile devices or other methods to help understand your interest on our Sites and third party websites, apps, and other digital platforms.

You may view and opt-out of tracking cookies for any company that participates in the Digital Advertising Alliance Consumer Choice program at <http://www.aboutads.info/choices/>.

CHILDREN

This Site is not directed toward children under 13 years of age nor does Desi Music Factory knowingly collect information from children under 13 without parental consent and in compliance with applicable laws.

You can find more information on how to protect your kids online from the FTC at <https://www.consumer.ftc.gov/topics/protecting-kids-online>.

YOUR RIGHTS AND CHOICES

You may have the right to request information about our use of your information or opt out of certain uses. You may exercise your rights at any time by [submitting an inquiry here](#) or contacting us as described in the “Contact” section below. Your rights may include:

- Requesting a copy of the personal information held by Desi Music Factory about you, the purpose of the processing, correction or updating of incorrect data, information regarding recipients of personal information about you, and blocking and deletion of personal information. We may require proof of identity before fulfilling such requests.
- If you wish to subscribe to our newsletter(s), we will use your name and email address to send the newsletter to you. You may choose to stop receiving our newsletter or marketing emails by following the unsubscribe instructions included in these emails, accessing the email preferences in your account settings page.
- In some cases you may have the right to request information about, and opt out of, disclosures of your information to third parties for the third party’s own purposes.

We will retain and use your information for as long as reasonably necessary to provide the services to you, while your account is active, and to comply with our legal obligations, resolve disputes, and enforce our agreements.

CHANGES TO OUR PRIVACY POLICY

Any material changes we may make to our privacy policy in the future will be posted on this page prior to the change becoming effective and/or we will notify you through the Site or, where appropriate, by e-mail. Please check back frequently to see any updates or changes to our privacy policy. These changes will become effective upon obtaining your consent, if necessary, as required under local law. If you do not agree or consent to these updates or changes, do not continue to use the Site.

CONTACT

Questions, comments and requests regarding this privacy policy are welcomed by [submitting an inquiry here](#). We are only able to answer privacy-related requests through this form. For questions, comments or requests not related to this privacy policy please see [this FAQ](#) regarding how to contact DMF.

DMFMusic, Inc.
c/o DMF Privacy Office

All notices not related to this privacy policy should be sent to:

DMF Recordings, Inc.
(address)

Desi Music Factory COOKIES POLICY

INFORMATION ABOUT OUR USE OF COOKIES AND TRACKING TECHNOLOGIES

Our Sites use cookies and other similar technologies (as described below) to distinguish you from other users of our Sites. This helps us to provide you with a good experience when you browse our Sites, allows us to improve our Sites and provide you with tailored content and advertising.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

You can find more information about the types of cookies we use and the purposes for which we use them in the table below:

Type Cookie	Purpose of Cookie
Strictly Necessary	These cookies are essential in order to enable you to browse our Site and use its features. The information collected by these cookies relate to the operation of our Site, for example website scripting language and security tokens to maintain secure areas of our Site.
Performance / Analytics	These cookies collect anonymous information about how you use our Site, for example which pages you visit most often, whether you receive any error messages, and how you arrived at our Site. Information collected by these cookies is used only to improve your use of our Site and never to identify you. These cookies are sometimes placed by third-party providers of web traffic analysis services, such as Google Analytics.
Functionality	These cookies remember choices you make, for example the country you visit our Site from, your language and any changes you have made to text size or other parts of web pages that you can customise, in order to improve your experience of our Site and to make your visits more tailored and enjoyable. The information these cookies collect may be anonymised and cannot be used to track your browsing activity on other websites.

Targeting or Advertising	These cookies collect information about your browsing habits and inferred interests in order to make advertising more relevant to you. They are also used to limit the number of times you see an advert, as well as to measure the effectiveness of an advertising campaign. These cookies are usually placed by third-party advertising networks. They remember the other websites that you visit and this information is shared with third-party organisations, for example advertisers.
Social Media	These cookies allow you to share what you've been doing on our Site with social media organisations such as Facebook and Twitter. These cookies are not within our control. Please refer to the privacy policies of these organisations for how their cookies work.

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

We may use cookies:

- (i) to collect anonymised data on users behaviour on the site. We may also capture what site a user has come from and what site they go to and also some **demographic** data (e.g. the user's location) and we may use that data to analyse user behaviour across multiple sites;
- (ii) to categorise pools of users (on an anonymised basis) based on demographic and/or behavioural data and use this to, (1) target our advertising to cookie-ed users on third party websites and DMFMusic websites, and (2) use that data to allow targeted third party advertising to categorised cookie-ed users either in respect of advertising placement DMF has bought/placed and targeted to users on behalf of third parties or in respect of advertising bought/placed by third parties and targeted to cookie pools DMF has "sold" to these third parties.

Our Sites may use Google AdSense to publish advertisements. When you view or click on an advert a cookie will be set to help better provide advertisements that may be of interest to you on this and other websites. For more information on Google's use of cookies visit Google's Advertising and Privacy page: http://www.google.com/privacy_ads.html.

Our Sites may use specific Google Analytics features including remarketing (advertising our products to you after you have visited our Sites); demographics and interest reporting (obtaining general demographic and interest information from Google); and impression reporting (information on the impact of our advertisements). You may opt out of Google Analytics [here](#)

Most internet browsers are automatically set up to accept cookies. If you want to refuse or delete any cookies (or similar technologies), please refer to the help and support area on your internet browser for instructions on how to block or delete cookies. Please note you may not be able to take advantage of all the features of our Site, including certain personalised features, if you delete or disable cookies.

For more information on managing cookies, please go to www.allaboutcookies.org, or visit www.youronlinechoices.eu which has further information about behavioural advertising and online privacy.

You may view and opt-out of tracking cookies for any company that participates in the Digital Advertising Alliance Consumer Choice program at <http://www.aboutads.info/choices/>.

Web Beacons and other Tracking Technologies

We, or our third party partners, may employ a software technology called web beacons (also known as web bugs, clear gifs or pixels) which helps us understand what content is effective, for example by counting the number of users who have visited these pages. Web beacons are tiny graphics with a unique identifier, similar in function to cookies, and are used to let us know when content is viewed. In contrast to cookies, which are stored on a user's computer hard drive, web beacons are embedded invisibly on web pages. We, or our third party partners, may tie the information gathered by web beacons to the other information we collect about you.

TERMS AND CONDITIONS

DMFMUSIC GROUP TERMS AND CONDITIONS

The following terms and conditions (the "Terms and Conditions") govern your use of DMFMusic Group websites which consist of the companies listed at <http://privacypolicy.umusic.com/entities.htm> as well as a multitude of record labels owned or distributed by its record company subsidiaries around the world and their domain names (collectively, the "Site"). The Site is made available by DMFMusic Investments, Inc. and its affiliates (collectively, "DMF" or "we" or "us"). We may change the Terms and Conditions from time to time, at any time without notice to you, by posting such changes on the Site.

BY ACCESSING AND/OR USING THE SITE, INCLUDING REGISTERING FOR AN ACCOUNT, INTERACTING WITH THE SITE, OR SUBMITTING FEEDBACK THROUGH THE SITE, YOU ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS AND TO ABIDE BY ALL RULES, TERMS, CONDITIONS, RESTRICTIONS AND NOTICES IN THE TERMS AND CONDITIONS. If you do not agree to these Terms and Conditions, you may not access or otherwise use the Site.

1. Proprietary Rights. As between you and DMF, DMFowns, solely and exclusively, all rights, title and interest in and to the Site, all the content (including, for example, audio, photographs, illustrations, graphics, other visuals, video, copy, lyrics, software, etc.), code, data and materials thereon, the look and feel, design and organization of the Site, and the compilation of the content, code, data and materials on the Site, including but not limited to any copyrights, trademark, patent, database, moral, sui generis and other intellectual property and proprietary rights therein. Your use of the Site does not grant to you ownership of any content, code, data or materials you may access on the Site. You may view the content on the Site on your computer or other internet-compatible device, and make single copies or prints of the content on the Site for your personal, internal use only. Any commercial distribution, publishing or exploitation of the Site, or any content, code, data or materials on the Site, is strictly prohibited unless you have received the express prior permission of DMF for the applicable rights holder. (The Site may contain some features that enable you to obtain rights to use certain of the content on the Site, such as lyrics, music, photographs, and the like. In such situations, your rights to use such content are limited to the rights expressly granted by DMF in such situations.) You may not otherwise copy, reproduce, distribute or otherwise exploit any content, code, data or materials on the Site. If you make other use of the Site, or the content, code, data or materials thereon, except as otherwise provided above, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. DMF will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

2. Trademarks. The trademarks, logos, service marks and trade names (collectively the "Trademarks") displayed on the Site are registered and unregistered Trademarks of DMF and others and may not be used in connection with products and/or services that are not related to, associated with, or sponsored by their rights holders that are likely to cause customer confusion, or in any manner that disparages or discredits their rights holders. All Trademarks not owned by DMF that appear on the Site, if any, are the property of their respective owners. Nothing contained on the Site should be

construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of DMF for the third party that may own the applicable Trademark. Your misuse of the Trademarks displayed on the Site is strictly prohibited. DMF will aggressively enforce its Trademark rights to the fullest extent of the law, including the seeking of criminal prosecution.

3. User Information. In the course of your use of the Site, you may be asked to provide certain personalized information to us (such information referred to hereinafter as "User Information"). Our information collection and use policies with respect to the privacy of such User Information are set forth in the Site's [Privacy Policy](#) which is incorporated herein by reference for all purposes. You acknowledge and agree that you are solely responsible for the accuracy and content of User Information.

4. Mobile User Information

When you enroll in a text message service ("Text Service") offered by DMF, you agree to receive recurring offers and other information from us via SMS and/or MMS message at the mobile number you provided during the service's registration process. You may be required to respond to an initial message as instructed to complete registration and confirm enrollment. The enrollment process will disclose the program, frequency of messages, and options to cancel your enrollment.

Messages will be sent through an automatic telephone dialing system. There is no additional charge for this service, unless specifically disclosed and agreed by you, but you may be offered opportunities to make purchases through the Text Service and you will be responsible for any charges associated with such purchases. Your mobile carrier's standard message and data rates may apply to any messages you send or receive through the Text Services, including our confirmations and subsequent texts. Please contact your mobile carrier for more information regarding your mobile data and messaging plan.

As described at program enrollment and in program welcome messages, including messages sent to a shortcode associated with the Text Service or by replying to any message you receive from us, you may text "STOP" to cancel or "HELP" for customer support information. If you choose to stop your subscription, you agree to receive a final text message from the Text Service to confirm your cancellation. Our information collection and use policies regarding your information are set forth in our [Privacy Policy](#). You agree to notify us of any changes to your mobile number and update your account with us to reflect this change and acknowledge that you are responsible for the accuracy of this information. You can contact us with questions by using the information provided in the Notices and Contact Information section of these Terms, listed below.

Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. We are not liable for any delays in the receipt of, or failure to receive, any SMS or MMS texts, as delivery is subject to effective transmission by your mobile carrier.

5. Unsolicited Materials. Unless specifically requested, we do not solicit nor do we wish to receive any confidential, secret or proprietary information or other material from you through the Site, by e-mail or in any other way. Any information, creative works, demos, ideas, suggestions, concepts, methods, systems, designs, plans, techniques or other materials submitted or sent to us ("Submitted Materials") will be deemed not to be confidential or secret, and may be used by us in any manner consistent with the Site's [Privacy Policy](#). By submitting or sending Submitted Materials to us, you: (i) represent and warrant that the Submitted Materials are original to you, that no other party has any rights thereto, and that any "moral rights" in Submitted Materials have been waived, and (ii) you grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed. We cannot be responsible for maintaining any Submitted Material that you provide to us, and we may delete or destroy any such Submitted Material at any time.

6. User Conduct. You warrant and agree that, while using the Site, you shall not upload, post or transmit to the Site, or distribute or otherwise publish through the Site, any materials that: (a) are protected by third party copyright, or other proprietary or intellectual property right; (b) are unlawful, threatening, hateful, tortious, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy or publicity rights, harassing, profane, obscene, vulgar or that contain explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening

nature directed at another individual or group of individuals), (c) restrict or inhibit any other user from using and enjoying the Site, (d) constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability, or (e) contain a virus or other harmful component, advertising of any kind, or false or misleading indications of origin or statements of fact.

You also warrant and agree that you shall not: (a) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (b) upload, post, publish, transmit, reproduce, distribute or in any way exploit any information or other material obtained through the Site for commercial purposes (other than as expressly permitted by the provider of such information or other material); (c) engage in spamming, flooding, harvesting of e-mail addresses or other personal information, spidering, "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other information, or send chain letters or pyramid schemes via the Site; or (d) attempt to gain unauthorized access to other computer systems through the Site. You agree that you will not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

Although DMF may from time to time monitor or review discussions, chats, postings, transmissions, bulletin boards, and the like on the Site, DMF is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations on the Site nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Site.

You agree that if you include a link from any other website to the Site, such link shall open in a new browser window. You agree not to link from any other website to this Site in any manner such that the Site, or any page of the Site, is "framed," surrounded or obfuscated by any third party content, materials or branding. We reserve the right to revoke your right to link to the Site from your website at any time upon written notice to you.

You agree to defend, indemnify and hold DMF and its directors, officers, employees, agents or content or service providers (collectively, "Protected Entities") harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Site, your placement or transmission of any message, content, information, software or other materials through the Site, or your breach or violation of the law or of these Terms and Conditions. DMF reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with DMF's defense of such claim.

7. Account and Password. You may be enabled to create an account in the Site ("Account") using a stand-alone registration or social media logins ("Login"). You shall be entirely responsible for maintaining the strict confidentiality of any username or password administered to you through your Login; for any access to or use of the Site by you or any person or entity using the username or password, whether or not such access or use has been authorized by or on behalf of you, and whether or not such person or entity is your employee or agent; and for all activities that are conducted through your Account. You agree to (a) ensure that you exit from your Account at the end of each session and (b) immediately notify DMF if you have any reason to believe an unauthorized use of your password or Account or any other breach of security has taken place. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your Account, and notify DMF when you desire to cancel your Account on the Site. DMF will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.

8. Software Downloads. In the event that you receive software demos or other software products downloaded from the Site or otherwise delivered or provided by DMF in response to your request, your use of such software will be subject to the software license agreement that accompanies such software.

9. Orders for Products and Services. We may make certain products available to visitors and registrants of the Site. For example, you may be able to order certain music-related products and/or licenses through the Site. You may only do so if, and you hereby represent and warrant that, you are domiciled in the United States and you are 18 years old or older. You agree to pay in full the prices for any purchases you make either by credit/debit card concurrent with your online order or by other payment means acceptable to DMF. You agree to pay all applicable taxes. If payment is not received by us from your credit or debit card issuer or its agents, you agree to pay all amounts due upon demand by us.

10. Third Party Websites. You may be able to link from the Site to third party websites ("Linked Sites"). For example, you may purchase products, some of which may be DMFproducts, on or through Linked Sites. You acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Sites. Links to Linked Sites do not constitute an endorsement by us of such websites or the information, content, products, services, advertising, code or other materials presented on or through such websites.

11. DISCLAIMER OF WARRANTIES. THE SITE, INCLUDING, WITHOUT LIMITATION, ALL SERVICES, CONTENT, FUNCTIONS AND MATERIALS, IS PROVIDED "AS IS" [AND] "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, UPTIME OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND WE HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE SITE OR THE SERVICES, CONTENT, FUNCTIONS OR MATERIALS CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY THAT THE SITE WILL MEET USERS' REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. DMFALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES OR OTHER HARMFUL COMPONENTS THAT MAY INFECT OR HARM, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT FROM YOUR ACCESS TO, USE OF, OR BROWSING IN THE SITE OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THE SITE. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

WITHOUT LIMITATION OF THE ABOVE IN THIS SECTION, DMFAND ITS SUPPLIERS AND LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY PRODUCTS OR SERVICES ORDERED OR PROVIDED VIA THE SITE, AND HEREBY DISCLAIM, AND YOU HEREBY WAIVE, ANY AND ALL WARRANTIES AND REPRESENTATIONS MADE IN PRODUCT OR SERVICES LITERATURE, FREQUENTLY ASKED QUESTIONS DOCUMENTS AND OTHERWISE ON THE SITE OR IN CORRESPONDENCE WITH DMFOR ITS AGENTS. ANY PRODUCTS AND SERVICES ORDERED OR PROVIDED VIA THE SITE ARE PROVIDED BY DMF"AS IS", EXCEPT TO THE EXTENT, IF AT ALL, OTHERWISE SET FORTH IN A LICENSE OR SALE AGREEMENT SEPARATELY ENTERED INTO IN WRITING BETWEEN YOU AND DMFOR ITS LICENSOR OR SUPPLIER.

12. LIMITATION OF LIABILITY. IN NO EVENT SHALL DMFOR ANY OF ITS PROTECTED ENTITIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. IN NO EVENT SHALL THE PROTECTED ENTITIES BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE SITE. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS AND CONDITIONS OR YOUR USE OF THE SITE EXCEED, IN THE AGGREGATE, THE AMOUNT, IF ANY, PAID BY YOU TO DMFFOR YOUR USE OF THE SITE.

13. Applicable Laws. We control and operate the Site from our offices in the United States of America. We do not represent that materials on the Site are appropriate or available for use in other locations. Persons who choose to access the Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

14. Modifications to the Site and the Services. We reserve the right, for any reason, in our sole discretion, to terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, content, features or hours of availability. We may also impose limits on certain features of the Site or restrict your access to part or all of the Site without notice or penalty. DMFpreserves the right to temporarily or permanently terminate your membership on the Site for any or no reason without prior notice.

15. Notices and Contact Information. All notices required or permitted to be given under these Terms and Conditions must be in writing and shall be given by personal delivery, registered or certified mail, or Federal Express or other nationally recognized courier service which regularly tracks its packages, to:

DMFMusic Investments, Inc.

c/o DMF Privacy Office

Notices, if personally delivered, shall be deemed to have been received on the date of delivery; if by registered or certified mail, on the third business day after mailing; if by Federal Express, on the second business day after deposit with the service.

All notices not related to these Site Terms and Conditions should be sent to:

DMF Recordings, Inc.

c/o Legal Dept.

16. Miscellaneous.

Our failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect.

17. Dispute Resolution You and DMF agree to arbitrate all disputes between you and DMF or its affiliates, except for disputes relating to the enforcement of DMF's or its affiliates intellectual property. The Terms and Conditions are solely governed by and construed in accordance with the laws of the State of New York, without regards to its principles of conflicts of law that would require the application of the laws of another jurisdiction. Any disputes between you and DMF relating to the Sites must be resolved exclusively through binding non-appearance-based arbitration administered by JAMS, or in small claims court in India, or in your county of residence if your claims qualify. In the event of a dispute, you or DMF must send to the other party a notice of dispute, in writing, setting forth the name, address and contact information of the party giving notice, the facts of the dispute and relief requested. You may initiate proceedings by sending Us a Notice of Legal Dispute, to the address listed in the "Notices and Contact Information" above.

We will send any notice of dispute to you at the contact information we have for you.

You and DMF agree to try to attempt to resolve a dispute through informal negotiation upon notice of a dispute for a period of 60 days. If you and DMF do not resolve the dispute in such 60 day time period, then you or DMF may commence arbitration. You and DMF agree that a dispute will be heard before single a neutral arbitrator, whose decision will be final, except for a limited right of appeal under the U.S. Federal Arbitration Act. YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN A COURT OF LAW BEFORE A JUDGE OR JURY. The arbitration proceedings shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures and Expedited Procedures, or JAMS' Streamlined Arbitration Rules and Procedures, at the election of the party initiating the arbitration. Information regarding these rules can be found on the JAMS website at www.jamsadr.org. In addition, you and DMF agree that the following rules shall apply to the arbitration proceedings: (a) the arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The United Nations Conventions on Contracts for the International Sale of Goods shall have no applicability.

To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE TERMS SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SITES, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED, ONLY ON AN INDIVIDUAL BASIS. In no event shall any claim, action or proceeding by you related in any way to the Sites be instituted more than one (1) year after the cause of action arose.

If a court of competent jurisdiction finds these arbitration provisions invalid or inapplicable, you agree to the exclusive jurisdiction Indian court and you agree to submit to the exercise of personal jurisdiction of such courts for the purposes of litigating any applicable claim or action.

Form(one liners)

1. Collaborate with your favourite artist
2. Our artists, Your stage ?
3. Add the light to your eye with our stars.
4. Our artists for you
5. Our best artists on your best day?

Name

Email address

Contact number

Enquiry