

## Terms of Use

The websites [www.radioone.in](http://www.radioone.in) and [www.1cast.in](http://www.1cast.in) are web application operated by Next Radio Ltd (hereinafter referred to as the "company").

### ACCEPTANCE OF TERMS OF USE

These terms of use (Terms) constitute a legally binding agreement between User or you (as defined below) and the Company regarding your use of the web sites (collectively referred to as "the Site"). "User" or "You" means any person who access or use the Site on any platform for the purpose of surfing, listening or views.

The Company reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms at any time by posting the amended Terms. Please check these Terms periodically for changes.

### SERVICE, REGISTRATION AND ACCESS TO USE

The [www.1cast.in](http://www.1cast.in) provides access to radio station live streams over the Internet. Since it is free service, it does not require registration and no credentials are required to listen to access it.

Facebook: Facebook links are available on the sites. Through your Facebook account you may connect to get the personalized and enhance experience on Facebook while using the streaming

However misused in any manner, the Company shall reserve the right to cancel access rights immediately without notice, and block access to all users from that IP address. Furthermore, you shall be entirely responsible for any and all activities that occur under your IP address. You agree to notify the Company immediately of any unauthorized use of your account or any other breach of security.

### Availability:

The availability of content through [www.radioone.in](http://www.radioone.in) and [www.1cast.in](http://www.1cast.in) will change from time to time. The quality of the sound of the streams may vary from computer to computer, and device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges.

### Geographic Limitation:

You may listen to the streams through website [www.1cast.in](http://www.1cast.in) as a free service in India.

### Streaming software:

The third party streaming engine is designed to enable streaming of content with specific audio player embedded on to this site. This software may vary by device and medium, and functionalities may also differ between devices. This software is licensed to you pursuant to these Terms and solely for the purpose of using the streaming service on [www.1cast.in](http://www.1cast.in) and for no other purpose whatsoever. The Company does not warrant the performance of the software. Any unauthorized use of the software is strictly prohibited.

## LIMITED LICENSE AND INTELLECTUAL PROPERTY RIGHTS

Limited License: Subject to your compliance with the Terms herein, the Company hereby grants you a personal, limited, non-exclusive, non-transferable, freely revocable license to use [www.radioone.in](http://www.radioone.in) and [www.1cast.in](http://www.1cast.in) Service for the personal and non-commercial use only. Except for the foregoing limited license, no right, title or interest shall be transferred to you.

Content on the Sites, Service is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective M/s Next Radio Limited.

The Content: The content on the site including, without limitation, videos, software, text, graphics, interactive features, logos, photos, music and all other audible and visual materials, as well as the selection, organization, coordination, compilation and overall look and feel of the Site (collectively, the "Content") are the intellectual property of the Next Radio Limited, its licensors and its suppliers. The Content is protected by copyright, trade dress, patent, trademark and other laws, international conventions and proprietary rights and all ownership rights to the Content remain with the Company, its licensors or its suppliers, as the case may be. All trademarks, service marks, and trade names are proprietary to the Company or its affiliates and/or third party licensors.

## OBLIGATIONS

You hereby agree and assure the Company that the Site shall be used for lawful purposes only and that you will not violate laws, regulations, ordinances or other such requirements of any applicable Central, State or local government or any other international laws.

You further concur that you shall not:

Circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Site either directly or through the use of any device, software, internet site, web-based service, or other means copy, download, stream capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit the Content unless expressly permitted by the Company in writing.

either directly or through the use of any device, software, internet site, web-based service, or other means remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Content including geo-filtering mechanisms perform any activity which is likely to cause such harm;

carry out any "denial of service" (DoS, DDoS) or any other harmful attacks on application or internet service or; use the Site Service for illegal purposes; disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to make or attempt any unauthorized access to any the Company website or the website of any the Company's customer; forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site;

attempt to gain unauthorized access to Service, other accounts and computer systems through hacking, password mining or any other means. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site;

incorporate the Content into, or stream or retransmit the Content via, any hardware or software application or make it available via frames or in-line links unless expressly permitted by the Company in writing;

create, recreate, distribute or advertise an index of any significant portion of the Content unless authorized by the Company;

use or launch any "robots", "spiders", "offline readers" etc. or any other automated system, that accesses the Site Service in a manner that sends numerous automated requests to the Site's servers in a given period of time, which a human cannot reasonably send in the same period by using conventional web browsing application or tool(s) for similar purposes.

In addition, you are strictly prohibited from creating derivative works or materials that otherwise are derived from or based on the Content in any way, including montages, mash-ups and similar videos, wallpaper, desktop themes, greeting cards, and merchandise, unless it is expressly permitted by the Company in writing. This prohibition applies even if you intend to give away the derivative materials free of charge.

The Site may permit you to post user submissions including but not limited to reviews of Content available through the Service, comments on such Content, etc (User Submissions). You understand that these User Submissions, once posted by you, are visible to all members since it is a public forum.

#### PROHIBITED ACTIVITIES

Any person, organisation or any other entity shall not be allowed to host, display, upload, modify, publish, transmit, update or share any information or User Submissions on [www.1cast.in](http://www.1cast.in) and [www.radioone.in](http://www.radioone.in), except person authorised by the Company in writing.

The Company is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("User Feedback"), including responses to questionnaires or through postings to the Service and User Submissions, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Service. By posting / submitting any User Feedback / User Submission on the Site, you grant the Company a perpetual, worldwide, non-exclusive, royalty-free irrevocable, sub-licensable license and right in such User Feedback / User Submission to the Company, including the right to display, use, reproduce or modify the User Feedback / User Submission in any media, software or technology of any kind now existing or developed in the future.

Operators of public search engines have the permission to use functionalities like spiders to copy materials from the Site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases, in our sole discretion.

You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access the Site or otherwise use the Service, including, without limitation, modems, hardware, software, and long distance or local telephone service. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Service.

You agree that the Company may directly or through third party service providers send information to you about the various services offered by the Company from time to time.

## ADVERTISING MATERIAL

Part of the Site may contain advertising information or promotion material or other material submitted to the Company by third parties. Responsibility for ensuring that material submitted for inclusion on the Site complies with applicable international and national law is exclusively on the party providing the information/material. Your correspondence or business dealings with, or participation in promotions of advertisers including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. Before relying on any advertising material, you should independently verify its relevance for your purpose, and should obtain appropriate professional advice. The Company shall not be responsible nor liable for any loss or claim that you may have against an advertiser or any consequential damages arising on account of relying on the contents of the advertisement.

## DISCLAIMER OF WARRANTIES AND LIABILITY

You understand and agree that the Company provides the Service on an 'as-is' 'with all faults' and 'as available' basis. You agree that use of the Site or the Service is at your risk. All warranties including without limitation, the implied warranties of merchantability, fitness for a particular purpose, for the title and non-infringement are disclaimed and excluded.

No representations, warranties or guarantees whatsoever are made by the Company as to the (a) accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation; (b) that the service will be uninterrupted, timely, secure, or error-free; (c) the quality of any services, content, information, or other material on the website will meet your expectations or requirements; (d) any errors in the Site will be corrected; (e) warranties against infringement of any third party intellectual property or proprietary rights; or (f) other warranties relating to performance, non-performance, or other acts or omissions of the Company, its officers, directors, employees, affiliates, agents, licensors, or suppliers.

The Company does not warrant that any of the software used and or licensed in connection with the Service will be compatible with other third party software or devices nor does it warrant that operation of the Service and the associated software will not damage or disrupt other software or hardware.

The Company, its affiliates, successors, and assigns, and each of their respective investors, directors, officers, employees, agents, and suppliers (including distributors and content licensors) shall not be liable, at any time for any, direct, indirect, punitive, incidental, special, consequential, damages arising out of or in any way connected with the use of Site or the Service, whether based in contract, tort, strict liability, or other theory, even if the Company have been advised of the possibility of damages.

In the event any exclusion contained herein be held to be invalid for any reason and the Company or any of its affiliate entities, officers, directors or employees become liable for loss or damage, then, any such liability of the Company or any of its affiliate entities, officers, directors or employees shall be limited to not exceeding subscription charges paid by you in the month preceding the date of your claim for the particular subscription in question chosen by you.

## INDEMNIFICATION

You agree to indemnify, defend and hold harmless, the Company, its affiliates, successors, and assigns, and each of their respective investors, directors, officers, employees, agents, and suppliers

(including distributors and content licensors) from and against any losses, claims, damages, liabilities, including legal fees and expenses, arising out of:

any claim due to or arising out of your violation of these Terms, including but not limited to a claim arising out of a breach of your representations or warranties made hereunder;

your use or misuse of or access to the Site Application or the Service;

your violation of any law, regulation or third party right, including without limitation any copyright, property, or privacy right; or

any claim that you have caused damage to a third party.

The Company reserves the right, at its own expense, to employ separate counsel and assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and you agree to cooperate with the Company's defence of these claims.

#### GENERAL TERMS

##### Notice of Copyright Infringement:

Our policy is to comply with all Intellectual Property Laws and to act expeditiously upon receiving any notice of claimed infringement. If you believe that any work has been reproduced on this website in a manner that constitutes copyright infringement, please provide a notice of copyright infringement containing all of the following information:

A physical or electronic signature of a person authorized to act on behalf of the copyright owner for the purposes of the complaint.

Identification of the copyrighted work claimed to have been infringed.

Identification of the material on our website that is claimed to be infringing or to be the subject of infringing activity.

The address, telephone number or e-mail address of the complaining party.

A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

##### Relationship

None of the provisions of the Terms shall be deemed to constitute a partnership or agency between you and the Company and you shall have no authority to bind the Company in any manner, whatsoever. This agreement is solely for your and the Company's benefit and not for the benefit of any other person, except for permitted successors and assigns under this Agreement.

##### Force Majeure

Neither Party shall have any liability for any interruption or delay, to access the Site due to Force Majeure Event. For the purposes of this clause, 'Force Majeure Event' means any event or circumstance or combination of events and circumstances which is reasonably beyond the control of the party affected thereby and which causes or results in default or delay in performance by such affected party of any of its obligations under this agreement and includes an act of God, war, hostilities, civil commotion, strikes, lockouts and other industrial disputes.

### Applicable Law

These Terms are governed by and construed in accordance with, the laws of India without giving effect to principles of conflict of law. In the event of any dispute or claim by you against the Company, you agree to submit to the exclusive jurisdiction of courts at Mumbai.

### Limited Time To Bring Your Claim

You and the Company agree that any cause of action arising out of or related to use of the Service must commence within one (1) year after the cause of action accrues otherwise, such cause of action will be permanently barred.

### Survival

Rights and obligations under the Terms which by their nature should survive will remain in full effect after termination or expiration of the subscription.

### Non Waiver

Any express waiver or failure to exercise promptly any right under this agreement will not create a continuing waiver or any expectation of non-enforcement.

### Disclaimer

Next radio limited may allow the User(s) to play/stream its radio streams locally on their respective devices. By way of the aforesaid feature it provides player functionality to the User(s) to access the live streams legally on their devices and does not in any way provide for the storage of such music on the device.

### Entire Agreement

These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

### Copyright Notice

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This disclaimer/terms of service notification is subject to change without notice.