



CREATED: September 26, 2012  
UPDATED AS OF: April 28, 2017

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### **Changes to This Agreement**

GIR reserves the right, in its sole discretion, to modify, alter, or otherwise change this Agreement and/or the Additional Terms at any time. GIR will provide notice of such change on this GIR Site. Please review this Agreement and/or Additional Terms periodically for changes. Your continued use of this GIR Site and/or GIR Internet Service constitutes your acceptance and agreement to be bound by these changes without limitation, qualification or change. If at any time you do not accept these changes, you must immediately discontinue use of this GIR Site and/or the GIR Internet Service to which the changes may apply.

### **Privacy and Protection of Personal Information**

GIR has developed a Privacy Statement in order to inform you of its practices with respect to the collection, use, disclosure and protection of personal information. You can find the Privacy Statement, which is incorporated into this Agreement, by visiting </static/legal/gir-privacy.pdf>, and by using this GIR Site you agree to the terms of the Privacy Statement.

### **Accounts, Security, Passwords**

If a particular GIR Site or GIR Internet Service requires you to open an account, you must complete the specified registration process by providing us with current, complete, and accurate information as requested by the applicable online registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data and any loss caused by your failure to do so is your responsibility. After you have fully completed the registration form, you may be asked to choose a password and a user name. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify GIR immediately of any unauthorized use of your account. GIR is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may cancel your account by delivering notice in the manner provided in the Additional Terms governing the particular GIR Internet Service.

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In accessing and using this GIR Site and/or the GIR Internet Services, you agree that you will not:

- Deliver any unsolicited advertisement, promotional materials, junk email, bulk email (also known as "spam"), chain letters, surveys or contests, or solicit participation in any pyramid schemes (unless it is on a page that explicitly states that such postings are allowed on that page).
- Deliver any unlawful (according to local, state, federal, or international law or regulation) postings to or through this GIR Site, or any postings which advocate illegal activity.
- Deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable.
- Deliver, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability.
- Deliver, or provide links to, any postings containing defamatory, false or libelous material.
- Deliver any posting that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity.

- Deliver any posting to that you do not have a right to make available under law or contractual or fiduciary relationships.
- Impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud another.
- Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you deliver.
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- Use this GIR service in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of this GIR Site or other users' Devices, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment.
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This GIR Site may offer certain GIR Internet Services having interactive components such as bulletin boards, chat rooms, blogs, and forums (collectively, "GIR Interactive Services"). Additional Terms may cover GIR Internet Services, which appear on the pages where these services are available, in addition to the general terms provided below. The selection of available GIR Internet Services may change from time to time in GIR's sole discretion. You may participate in the GIR Interactive Service by completing the registration form where one is provided.

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The GIR Site may offer referral programs that permit you to submit information about other persons (each, a "Referred Person"). You may only refer persons with whom you have a personal relationship. You must have obtained the consent of the Referred Person prior to providing us with his or her contact information. We reserve the right to limit the number of Referred Persons you can submit. We reserve the right to limit the number of transmissions to any particular Referred Person from time to time. You may not withdraw the contact information you

provide for a Referred Person once it has been submitted. The contact information for a Referred Person must be valid and functioning in order for us to contact him or her about the GIR Internet Service. We will not be responsible for validating the contact information you provide. We may elect NOT to communicate with any Referred Person and/or e-mail address if he/she/it appears to be on any of our "do not contact" or "do not e-mail" lists. In addition, we reserve the right to reject the participation of any Referred Person if (a) the contact information provided by you is incorrect or not valid, (b) such individual has violated any provision of these terms or conditions, or (c) we determine in our sole discretion that the participation of such individual might be harmful to us, this GIR Site, any GIR Internet Service, or any third party for any reason. We specifically disclaim any liability for exercising such right.

We may, at our discretion, send you a confirmation using any means available through the GIR Internet Service, including email, text and other forms of messaging, to inform you that the Referred Person has registered for the GIR Internet Service. If we send the confirmation to you via the carrier service with which you have a mobile communications subscription or otherwise have access, you understand you will pay any service fees associated with any such access (including text messaging charges in connection with messages to your mobile device). If you misuse any referral program or otherwise engage in improper behavior with respect to a referral program, as we determine in our sole discretion, we reserve the right to discontinue the GIR Internet Service to you. We may from time to time offer incentives or rewards in connection with a referral program, and any such incentive or reward programs shall be subject to Additional Terms which will be posted at the time such programs become available and will be deemed incorporated into, and subject to, this Agreement. We reserve the right, in our sole discretion, to suspend, temporarily or permanently, or cease to provide any and all referral programs without notice, reason or liability.

If you are using the GIR Internet Service to communicate to a Referred Person (or any third party), you agree not to use such GIR Internet Service to harm the Referred Person or any other third party, and/or use such GIR Internet Service in violation of any applicable laws, rules or regulations or the terms and conditions of this Agreement.

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If any voting/rating features that are available on this GIR Site, you must follow instructions on this GIR Site to submit your votes/ratings, including any restrictions set forth with respect to limitations on voting/rating. Votes/ratings received from you in excess of any stated limitation will be disqualified. Payment or other consideration in exchange for votes/ratings is prohibited. Votes/ratings generated by script, macro or other automated means or any other means intended to impact the integrity of the voting/rating process as determined by us may be void. GIR assumes no responsibility for incorrect/inaccurate voting/rating information or for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, votes/ratings. We may, at our discretion, modify, terminate, or suspend the voting/rating or void any vote/rating should a virus, bug, non-authorized human intervention, action of voter/rater, or other cause corrupt or impair the administration, security, or fairness of the voting/rating. We reserve the right, in our sole discretion, to disqualify any individual it finds to be violating these terms, tampering with the voting/rating process, or acting in an unsportsmanlike or improper manner and void all associated votes/ratings. Our decisions with respect to all aspects of any voting/rating element are final and binding, but not limited to, with respect to the tallying of votes/ratings and the invalidation or disqualification of any suspected votes/ratings or voters/raters. You may also be given the opportunity to participate in voting/rating features in a third party application or feature (such as one of our social media partners like Facebook or Twitter), in which case your participation in such features will be subject to the terms and conditions governing that third party application or feature.

#### Subscription Services

This GIR Site may offer certain GIR Subscription Services such as newsletters and Real Simple Syndication ("RSS") feeds (collectively "GIR Subscription Services"). By registering for a GIR Subscription Service, you will be subject to any charges and rules set forth in the description of that service which may or may not be reflected in Additional Terms.

#### Premium Services

If available, some GIR Internet Services on this GIR Site, including certain GIR Interactive and Subscription Services, may be offered to you conditioned on your payment of a fee (each, a "GIR Premium Service"). By using the GIR Premium Service, you will be subject to any charges and rules set forth in the Additional Terms for that service, in addition to the general terms provided below. You may register for by completing the applicable registration form.

## Member Account and Password

You are responsible for any membership name and password that is associated with your account during registration. If this premium service does not recognize your device from a previous sign-in, you will be asked for information that will help us to identify your registration. It is your responsibility to maintain the confidentiality of your password, if one is established. You are entirely responsible for any and all activities that occur under your account, and agree to notify us immediately of any unauthorized use of your account.

## Charges for Premium Service

GIR will provide notice of any charges, or extra charges, before you register for or enter a premium area, if any offered. You are responsible for any charges for premium content incurred by your account. We are not liable for any loss that you may incur as a result of someone else using your password or account, whether with or without your knowledge.

In the event that you pay for a premium service by credit card, you authorize us to charge your credit card account by registering for the service and providing us with your credit card information. You warrant to us that the credit card information that you provide us is correct and is your account.

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Attn: Legal Department [IP Permission]  
By Fax: +1-978-367-1284

By Email: support@gir.fm

## Cancellation

If any ever offered, you may cancel your membership in this premium service at any time by contacting us using the contact information provided on this premium service. In the event that you have paid a fee to register on this GIR Site and you cancel before the end of your membership period, we will not return any portion of your membership fee provided that you will be entitled to continue accessing the applicable GIR Site until the end of your membership period.

We reserve the right to terminate your access to this premium service or any portion thereof at any time, without notice. Upon such termination, we shall return the unused pro-rata portion of your membership fee on a 52-week pro-rated basis to you within ninety (90) days of the termination of your access to such service.

## Service Contact

You may email your requests for customer service through the contact information provided on the home page of the applicable premium service.

## Contests/Sweepstakes

Any sweepstakes, contests, games and/or promotional offers accessible on this GIR Site are governed by specific rules and/or terms and conditions. By entering a sweepstakes or contests or participating in such games or promotional offers available on this GIR Site, you will be subject to those rules and/or terms and conditions. It is critical that you read the applicable rules and/or or terms and conditions, which are linked from the particular page or activity. To the extent of any conflict between those rules and/or terms and conditions and these Terms, the rules and/or terms and conditions for the sweepstakes, game or promotional offer will govern, but only to the extent of the



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## **General**

This Agreement and any Additional Terms shall be governed by, construed and enforced in accordance with the laws of the United Kingdom and United States and international laws, as it is applied to agreements entered into and to be performed entirely within such state, without regard to conflict of law principles. You agree that any and all disputes, claims and causes of action arising out of, or connected with, this Agreement and/or the Additional Terms, or in connection with any matters related to this GIR Site and/or the Privacy Statement, shall be resolved individually, without resort to any form of class action, exclusively in either the state or Federal courts located in United States. You agree to submit to the personal jurisdiction of the respective courts for any cause of action arising out of this Agreement. You agree to file any cause of action with respect to this Agreement within one year after the cause of action arises. You agree that a cause of action filed after this date is barred.

If any provision of this Agreement, or the application thereof to any person or circumstances, is held invalid or for any reason, unenforceable including, but not limited to, the warranty disclaimers and liability limitations, then such provision shall be deemed superseded by a valid, enforceable provision that matches, as closely as possible, the original provision, and the other provisions of this Agreement shall remain in full force and effect. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Unless expressly provided otherwise, this Agreement is the entire agreement between you and GIR with respect to the use of this GIR Site and shall not be modified except in writing, signed by an authorized representative of GIR.

If you have any questions concerning this Agreement, you may send them by email to [support@gir.fm](mailto:support@gir.fm). You must send any official correspondence via postal mail to our registered office after email or fax communication.

## **Copyright & Trademark Notice**

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### **Use of Intellectual Property**

The GIR Site, and all of its contents, including but not limited to articles, other text, photographs, images, illustrations, graphics, video material, audio material, including musical compositions and sound recordings, software, GIR logos, titles, characters, names, graphics and button icons (collectively "Intellectual Property"), are protected by copyright, trademark and other laws of the India, United States and other countries, as well as international conventions and the laws of other countries. The Intellectual Property is owned or controlled by GIR or by other parties that have provided rights thereto to GIR.

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Other trademarks, service marks, product names and company names or logos appearing on this GIR Site representing the other entity that are not owned by GIR may not be used without express permission from their owners.

Additionally, unless otherwise expressly permitted, websites may not link, whether by hyperlink or otherwise, to any page including homepage of this GIR Site, or frame this GIR Site, or any web page or material herein, nor may any entity include a link to any aspect of this GIR Site in an email for commercial purposes, without the express written

permission of GIR. Further, unless otherwise expressly permitted, you agree not to link to GIR's Intellectual Property so as to cause you or anyone else to access GIR's Intellectual Property other than through this GIR Site.

You may inquire about obtaining permission by writing to Global India Radio Corporation registered office,

Attn: IP Permission  
By Email: [support@gir.fm](mailto:support@gir.fm)

### **Copyright Infringement**

GIR respects the intellectual property rights of third parties, and complies with the terms of the World Intellectual Property Organization (WIPO) regarding such rights. By submitting any material or photographs through this GIR Site, you are granting permission to have this material posted on this GIR Site, and are representing that you are the rightful owner of the submitted material, and that no one else may claim rights to this material. GIR reserves the right to remove access to infringing material. Such actions do not affect or modify any other rights GIR may have under law or contract.

Live public broadcast applicable fees are paid by the respective broadcaster to respective owners. GIR maintains state of liveness of being live. The content exhausts at that point in time of the epoch of live, and content is never publically rebroadcasted or deferred casted.

You can find our procedures for providing notice of alleged copyright infringement below.

### **Procedure for Making Claim of Copyright Infringement**

If you believe that your work has been copied in a way that constitutes copyright infringement, you should send written notification thereof, in accordance with the provisions of the World Intellectual Property Organization (WIPO), to our Legal Department, who can be reached as follows:

Global India Radio Corporation,  
Attn: Legal Department  
By Fax: +1-978-367-1284

By Email: [support@gir.fm](mailto:support@gir.fm)

In United States, pursuant to 17 U.S.C. § 512(c), {or as relevant in other countries} to be effective, the Notification must include the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) 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 notification, a representative list of such works at that site.
- (iii) 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 GIR to locate the material.
- (iv) Information reasonably sufficient to permit GIR to contact the complaining party, such as an address, telephone number, and, if available, an email address.
- (v) 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.
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process.

This Agreement was last modified on Apr 28, 2017.