



# Terms and Conditions

BitSong Group LTD - Co. Reg. No.: C-86289, Unitech Building Level 2 Triq il-Kostituzzjoni Mosta MST9050, Malta, e-mail address [hello@bitsong.io](mailto:hello@bitsong.io), (hereinafter the “**Holder**”) provides all users with the ability to access and use the website BitSong (hereinafter the “**Application**”) that the Holder exclusively owns, that offers a new streaming way Blockchain Music Streaming (hereinafter the “**Products**” or individually the “**Product**”).

Please read these terms and conditions (hereinafter the “**Terms**”) before using the Application. By using the Application, the User accepts the Terms and agrees to comply with them. The User may not use the Application without accepting the Terms.

The Holder may amend or merely update, wholly or in part, these Terms. Such amendments and updates to the Terms will become binding once published on the Application. The User is therefore invited to review the Terms at each access to the Application and is recommended to print a copy of the Terms for future reference.

## Registration

In order to use some Application features, Users must register by providing, in a truthful and exhaustive manner, all the information requested in the relevant registration form and accept, in their entirety, both the privacy policy (<https://bitsong.io>) and these Terms. The User is responsible of keeping login credentials secure.

It shall be understood that under no circumstances the Holder may be responsible for any loss, disclosure, theft or unauthorised use by third parties, for whatever reason, of Users credentials

## Account cancellation and closing

Registered Users can, at any time, stop using the Products and can disable their account or request its cancellation through the Application interface, if possible, or by contacting the Holder at the email address [hello@bitsong.io](mailto:hello@bitsong.io).

In case of violation by the User of these Terms or the applicable legal provisions, the Holder has the right to suspend or cancel the User's account at any time and without notice.

## **Exclusion of warranty**

The Application is provided "as is" and "as available" and the Holder does not provide any express or implied warranty in relation to the Application, nor provides any guarantee that the Application will meet the needs of Users, or that it will work without interruption, free of any error or virus or bug.

The Holder will work to ensure that the Application will be available 24 hours a day without interruptions, but may never be held liable if, for any reason, the Application may not be available and / or not operative at any moment or period in time. Access to the Application may be temporarily suspended and without notice in case of a system failure, maintenance or repair works or for reasons totally beyond the Holder's control or due to causes of force majeure.

## **Limitation of Liability**

The User agrees to indemnify and hold harmless the Holder (as well as any company or subsidiary, including its representatives, associates, consultants, directors, agents, licensees, partners and employees) from any obligation or responsibility, including any legal expenses incurred for trial defence, that may arise from damage caused to other Users or third parties, concerning any Content uploaded online, any violation of the law or any terms of the present Terms.

Therefore, the Holder shall not be liable for:

- 1.any losses that are not direct consequence of a breach of the contract by the Holder;
- 2.any loss of business opportunity and any other loss, either direct or indirect, which may be incurred by the User (such as, but not limited to, trading losses, loss of revenue, income, profits or anticipated savings, loss of business contracts or relationships, loss of reputation or goodwill, etc.);
- 3.damages or losses resulting from interruptions or malfunctions of the Application due to events of force majeure, or due to any accidental and unpredictable events which are, in any case, independent of the will and beyond the Holder's control, such as, but not limited to, failure or disruptions to telephone or electrical lines, the Internet and / or to other means of communication, unavailability of websites, strikes, natural

disasters, viruses and cyber attacks, interruptions in the provision of products, services or applications by third parties;

4. incorrect or unsuitable use of the Application by Users or third parties;

5. the issuing of false tax documents due to mistaken details provided by the User, the latter having exclusive responsibility for the correct entry of such details Under no circumstances will the cap on the Holder's liability exceed double the cost paid by the User for the service purchased.

## **Link to third party websites**

The Application may contain links to third party websites. The Holder has no power over these websites and therefore is not, in any way, responsible for their contents.

Some of these links may relate to websites of third parties that provide services through the Application. In these cases, the individual services will be regulated by the general terms for the use of the website and services provided by such third parties, in respect of which the Holder assumes no responsibility.

## **Force Majeure**

The Holder cannot be held liable for the failure or delay in performing of the obligations listed herein, due to circumstances which are beyond the reasonable and predictable control of the Holder. The performance of the Holder's obligations, pursuant to the present Terms, shall be deemed suspended during the period in which events of force majeure such as accident, explosion, fire, strikes, earthquakes, floods and other similar events that prevent, in whole or in part, the performance of the contract within the time agreed occur. The Holder will take any action within its power in order to find solutions to allow the proper fulfilment of his/her obligations despite the endurance of the events of force majeure.

## **Waiver**

No waiver, by either parties to an article of the present Terms, shall be effective unless it is expressly stated to constitute a waiver and is communicated in writing.

# Severability

If any of the provisions contained herein shall result unlawful or invalid, it will not be considered any more as part of the Terms, without affecting the enforceability of the remaining provisions, which will continue to be valid to the fullest extent permitted by law.

# Amendments

The Holder reserves the right to amend, at any time, these Terms by giving specific notice on the Application. The User acknowledges and agrees that any amendments to these Terms will apply to the orders placed by the Users after the date of notice of such amendments.

# Privacy

The protection and processing of personal data will be pursued in accordance with the Privacy Policy, which can be found on the following page <https://bitsong.io>

# Governing Law and Place of Jurisdiction

These Terms and any dispute concerning the interpretation, performance, validity of this contract shall be submitted to the exclusive jurisdiction of the Court where the Holder has its registered office.

Date 03/29/2018