

TERMS OF SERVICE



Autodhun Digital

Effective as of August 20, 2023

Welcome to the official website of **Autodhun Digital OPC Private Limited** (“Autodhun Digital”, “Company”, “we”, “our”, or “us”) located at:

<https://autodhundigital.in/> (the “Site”).

These Terms of Service (“Terms”) govern your access to and use of the Site, Platform, and Services offered by Autodhun Digital.

By accessing or using the Site and Services, you acknowledge that you have read, understood, and agree to be legally bound by these Terms, including our Privacy Policy, Digital Distribution Services Agreement, and any additional policies published on the Site.

If you do not agree with these Terms, you must discontinue use immediately.

I. DEFINITIONS

For the purposes of these Terms:

- a. **“Content”** means album artwork, lyrics, graphics, metadata, descriptions, images, text, and other materials uploaded by Users.
- b. **“Distribution Plan”** means the service plan selected by the User for distribution.
- c. **“Platform”** means Autodhun Digital’s proprietary technology platform accessible through the Site.
- d. **“Services”** include:
 - Digital distribution of Songs and/or Videos to streaming platforms and digital stores
 - Revenue collection and payouts as per the Distribution Plan
 - Marketing, promotional, analytical, and related support services
- e. **“Song(s)”** means sound recordings (including underlying works) uploaded for distribution.
- f. **“Video(s)”** means audiovisual recordings uploaded for distribution.
- g. **“User”** means any individual or legal entity accessing or using the Site or Services.

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II. USE OF THE SITE, PLATFORM & SERVICES

1. License Grant

Your use of the Site grants you a limited, non-exclusive, non-transferable license solely for intended personal or business use in connection with the Services.

2. Eligibility

You must be at least 18 years old or have valid parental/guardian consent. Legal entities must have authority to enter binding agreements.

3. Prohibited Activities

You shall not:

- Copy, reproduce, distribute, or exploit Platform software or materials without authorization
- Reverse engineer or decompile Platform technology
- Remove copyright or ownership notices
- Upload infringing or unlawful material
- Interfere with Platform functionality
- Transfer Platform materials to unauthorized third-party servers

4. Violation & Termination

Any breach may result in immediate termination of access and legal action.

5. No Guarantee of Accuracy

The Site and Platform may contain errors or outdated information. We reserve the right to modify content at any time.

III. OWNERSHIP & INTELLECTUAL PROPERTY

1. Company Rights

Autodhun Digital retains all rights, title, and interest in the Site, Platform, and Services, including all intellectual property rights.

2. Trademarks

All company names, logos, and service marks displayed on the Site are owned by Autodhun Digital or respective third parties. No rights are granted without written consent.

3. User Content Ownership

You retain ownership of your Songs, Videos, and Content.

By uploading Content, you grant Autodhun Digital a non-exclusive license to distribute, transmit, promote, monetize, and make available your Content in accordance with your Distribution Plan.

4. User Warranties

You represent that:

- You own or control all necessary rights
- Your Content does not infringe third-party rights
- All metadata and information provided is accurate

You agree to indemnify the Company against claims arising from your Content.



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IV. INTELLECTUAL PROPERTY VIOLATIONS

1. **Copyright Complaints** must include:
 - Identification of infringing material
 - Proof of ownership
 - Contact information
 - Details of original publication
2. **Content Removal**
The Company may suspend or remove allegedly infringing material.
3. **Repeat Infringers**
Accounts of repeat offenders may be permanently terminated.
4. **Counter-Notice / Review**
Users may request review with sufficient supporting documentation.

V. USE OF DATA & PRIVACY

1. **Data Usage**
Autodhun Digital may use User data to:
 - Provide Services
 - Conduct analytics and internal reporting
 - Improve functionality
 - Create anonymized aggregated insights
2. **Marketing Reference**
We may use your name or company name for promotional purposes unless you opt out in writing.
3. **Feedback License**
Any suggestions or feedback provided grants the Company a perpetual, royalty-free license to use such feedback.
4. **Privacy Policy**
Personal data handling is governed by our Privacy Policy published on the Site.

VI. THIRD-PARTY WEBSITES

The Site may contain links to external websites. Autodhun Digital is not responsible for third-party content, policies, or practices. Access is at your own risk.

VII. REPRESENTATIONS & WARRANTIES

You represent and warrant that:

- You have authority to enter into this agreement
- Your Content does not violate any law or third-party rights
- You are 18 years or older
- Your use of Services complies with applicable laws

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VIII. DISCLAIMER OF WARRANTIES

THE SITE, PLATFORM, AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.”

AUTODHUN DIGITAL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING:

- MERCHANTABILITY
- FITNESS FOR A PARTICULAR PURPOSE
- NON-INFRINGEMENT
- UNINTERRUPTED OR ERROR-FREE OPERATION
- GUARANTEED REVENUE OR RESULTS

IX. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

- Autodhun Digital shall not be liable for indirect, incidental, consequential, special, or punitive damages.
- Total liability shall not exceed INR equivalent of USD \$100.

These limitations form an essential basis of this agreement.

X. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Autodhun Digital from any claims, damages, liabilities, losses, or expenses arising from:

- Your breach of these Terms
- Your Content
- Your misuse of the Services

The Company reserves the right to assume exclusive defense of any indemnified matter.

XI. ASSIGNMENT

You may not assign these Terms without written consent. Autodhun Digital may assign or transfer its rights without restriction.

XII. MISCELLANEOUS

- If any provision is deemed invalid, remaining provisions remain enforceable.



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- Failure to enforce any provision is not a waiver.
- These Terms constitute the entire agreement between parties.
- No agency, partnership, or employment relationship is created.

XIII. GOVERNING LAW & JURISDICTION

These Terms shall be governed by the laws of India.

You agree to submit to the exclusive jurisdiction of courts located in **Supaul Bihar**, India.

XIV. CONTACT INFORMATION

If you have questions, grievances, or legal concerns, please contact:

Autodhun Digital OPC Private Limited

Website: <https://autodhundigital.in/>

Email: admin@autodhundigital.in