

Disclaimer of Liability and Non-Intervention in User Disputes

Autodhun Digital OPC Private Limited

1. User Responsibility for Rights and Ownership

Each user, artist, label, distributor, or rights holder who uploads, distributes, submits, or otherwise makes available any content on the Autodhun Digital Platform represents and warrants that they possess all necessary legal rights, licenses, permissions, and authorizations required for the use, distribution, monetization, and exploitation of such content.

The user further represents and warrants that the submitted content does not infringe upon any copyright, trademark, intellectual property right, contractual obligation, or proprietary right of any third party.

All responsibility for verifying ownership, securing licenses, and ensuring lawful use of content rests solely with the user submitting such content. This principle is also reflected in the distribution agreement where artists confirm they own the rights to their submitted content.

2. Platform Role and Limited Responsibility

Autodhun Digital OPC Private Limited operates solely as a digital distribution and service platform that facilitates the delivery of user-submitted content to third-party digital service providers and online platforms.

Autodhun Digital does not act as:

- the copyright owner,
- the legal representative of any artist or label,
- an arbitrator of ownership disputes, or
- a party to any financial or contractual relationship between users.

The Company does not independently verify or guarantee the accuracy, ownership, legality, or authenticity of any content submitted by users.

3. Non-Intervention in Copyright, Ownership, or Financial Disputes

Autodhun Digital shall not intervene in disputes arising between users or third parties concerning:

- copyright ownership,
- intellectual property rights,
- royalty entitlement,
- revenue sharing arrangements,
- contractual disagreements, or
- any financial or monetary claims related to content distributed through the platform.

In such circumstances, the Company's role is strictly limited to facilitating communication between the involved parties where appropriate. The parties involved are expected to resolve such matters independently through mutual negotiation or through appropriate legal proceedings under applicable law.

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4. Limitation of Company Liability

To the fullest extent permitted by applicable law, Autodhun Digital OPC Private Limited shall not be held liable for any claims, damages, losses, liabilities, costs, or legal expenses arising from or related to:

- copyright infringement claims,
- disputes regarding ownership of sound recordings, compositions, or related rights,
- royalty disputes between collaborators, artists, labels, or third parties,
- misrepresentation of rights ownership by any user, or
- any financial or contractual dispute between users or third parties.

The platform and services are provided on an **“as-is” and “as-available” basis**, without any warranty regarding ownership, legality, or financial outcomes of distributed content.

5. Indemnification by Users

Users agree to indemnify, defend, and hold harmless Autodhun Digital OPC Private Limited, its directors, officers, employees, affiliates, and partners from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or related to:

- the user’s uploaded or distributed content,
- breach of any representation or warranty made by the user,
- copyright or intellectual property infringement claims, or
- any financial or contractual dispute involving the user’s content.

6. Complaints and Legal Claims

Any complaint, legal claim, or dispute concerning ownership, licensing, royalties, or financial matters related to user-submitted content must be addressed directly to the relevant parties responsible for the content.

Autodhun Digital shall not be considered a party to such disputes and shall not assume any legal responsibility for their resolution.

7. Governing Law

This disclaimer and any disputes related to the use of the Autodhun Digital Platform shall be governed by and interpreted in accordance with the laws of India, and the courts located in Supaul, Bihar shall have exclusive jurisdiction.

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Safe Harbour and Intermediary Protection Clause

(Section 79 – Information Technology Act, 2000)

Autodhun Digital OPC Private Limited

1. Status as an Intermediary

Autodhun Digital OPC Private Limited operates as an “**intermediary**” within the meaning of Section 2(1)(w) of the **Information Technology Act, 2000**, providing a technology platform that enables users to upload, distribute, manage, and monetize digital content across third-party digital service providers.

The platform functions solely as a **technical and automated intermediary service provider** and does not create, modify, select, control, or assume editorial responsibility for the content uploaded by users.

2. Safe Harbour Protection

In accordance with **Section 79 of the Information Technology Act, 2000**, Autodhun Digital shall not be liable for any third-party information, data, communication links, or content made available or hosted on its platform, provided that:

- the function of the platform is limited to providing access to a communication system over which information made available by third parties is transmitted or stored;
- the platform does not initiate the transmission, select the receiver of the transmission, or select or modify the information contained in the transmission; and
- the platform observes due diligence while discharging its duties under applicable laws.

Accordingly, Autodhun Digital shall be entitled to the **safe harbour protections granted to intermediaries under Indian law**.

3. No Liability for User Content

All content uploaded, submitted, or distributed through the Autodhun Digital Platform is provided solely by users including artists, labels, distributors, or other rights holders.

Autodhun Digital does not control, monitor, verify, or guarantee the legality, ownership, authenticity, or accuracy of such content.

Therefore, Autodhun Digital shall not be held liable for any claims arising from:

- copyright infringement
- intellectual property violations
- ownership disputes

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- royalty or revenue disputes
- contractual disagreements between users and third parties
- any unlawful or unauthorized content submitted by users.

Users remain solely responsible for the content they upload and distribute through the platform.

4. Due Diligence and Compliance

Autodhun Digital exercises reasonable due diligence in compliance with the **Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021**.

The platform reserves the right to take appropriate actions including:

- removal or disabling of access to content
- suspension or termination of user accounts
- withholding of revenue associated with unlawful activity

where required by law, government order, or valid legal notice.

5. Notice and Takedown Procedure

If Autodhun Digital receives:

- a valid legal notice,
- a court order,
- or a government directive

regarding allegedly unlawful or infringing content, the Company may remove or disable access to the content within a reasonable time period in accordance with applicable law.

Such removal shall not be construed as an admission of liability by Autodhun Digital.

6. User Indemnification

Users agree to indemnify, defend, and hold harmless Autodhun Digital OPC Private Limited, its directors, officers, employees, partners, and affiliates from and against any claims, damages, losses, liabilities, costs, or legal expenses arising from:

- content uploaded or distributed by the user
- breach of user representations or warranties
- copyright or intellectual property infringement
- violation of applicable laws or regulations.

7. Limitation of Liability

To the maximum extent permitted by law, Autodhun Digital shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising from or related to the use of the platform or the distribution of user-submitted content.

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8. Governing Law and Jurisdiction

This Safe Harbour and Intermediary Protection Clause shall be governed by the laws of India.

Any dispute arising from the use of the Autodhun Digital Platform shall be subject to the exclusive jurisdiction of the competent courts located in **Supaul, Bihar, India**.