

Maestro's Music Terms & Conditions of Use

THIS, MAESTRO'S MUSIC TERMS & CONDITIONS OF USE, AGREEMENT ("AGREEMENT") IS A LEGALLY BINDING AGREEMENT BETWEEN EACH USER (INCLUDING ANY SUBSCRIBER, FREE TRIAL USER, OR PURCHASER OF ANY MAESTRO'S MUSIC SERVICE REQUIRING PAYMENT OF A FEE) ("YOU," "YOUR" AND "CUSTOMER") AND MAESTRO'S MUSIC ("WE," "US," OR "OUR"). BY CLICKING THE "I AGREE" BUTTON OR BY USING ANY SERVICES, WHETHER FOR A FEE OR FOR FREE, AND WHETHER ON A PERMANENT OR TRIAL BASIS, YOU ARE INDICATING THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU CONSENT TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS, AND THAT YOU ARE OVER THE AGE OF EIGHTEEN AND THAT YOU HAVE THE POWER TO ENTER A BINDING CONTRACT UNDER APPLICABLE LAW. THIS AGREEMENT SETS FORTH YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO YOUR USE OF THE MAESTRO'S MUSIC SERVICE(S) THAT YOU HAVE SELECTED, AND YOUR USE OF AND ACCESS TO ANY SERVICE PROVIDED BY MAESTRO'S MUSIC THROUGH THE MAESTRO'S MUSIC APPLICATION, SOFTWARE, WEBSITE, INCLUDING ANY USE AND UPDATES TO YOUR USER PROFILE. AS USED HEREIN, "SERVICES" INCLUDES ANY VERSION OF THE MAESTRO'S MUSIC STREAMING SERVICES, PURCHASED MUSIC, DOWNLOADS, OR ANY OTHER SERVICE(S) PROVIDED BY MAESTRO'S MUSIC THROUGH THE MAESTRO'S MUSIC SUBSCRIPTION SERVICE OR THE MAESTRO'S MUSIC APPLICATION - INCLUDING BETA VERSIONS, OR SERVICES ACCESSED THROUGH MAESTRO'S MUSIC'S AFFILIATES. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU SHOULD STOP THE REGISTRATION PROCESS.

This Agreement is in addition to, and not in lieu of, the Maestro's Music End User License Agreement to which you must also agree in order to download and use the Maestro's Music Application to your hard drive ("Application" means the "APP", "Software" and "Content" as defined in the Maestro's Music End User License Agreement). Maestro's Music End User License Agreement is hereby incorporated by reference hereto and made a part of this Agreement.

1. ENROLLMENT IN THE SERVICES

In exchange for any applicable fees and subject to certain limitations as described herein, you will be granted the right to stream and/or download content that is available via the applicable Service(s) pursuant to the terms specified during the registration process, and simultaneously have access to our broad range of editorial and contextual information about the content and its creators.

In order to access the Service(s), you must complete the registration process, have downloaded the Application (if required), possess the hardware and software required by the Application, and be connected to the Internet.

Any information that you supply to us, including information supplied during the registration process and during your use of Maestro's Music products and services, will be governed by the terms and conditions of Maestro's Music's Privacy Policy as it may be updated from time to time.

By subscribing to or accessing any Service, you are representing to us that you are authorized to use the credit card/ debit card/ or any other mode of payment you submit for payment (if any). If you are a parent or guardian paying on behalf of a minor or other person, then you hereby agree to the terms of this Agreement and agree to take responsibility for the actions of such other person, any charges associated with that person's use of any of the Services, and that person's compliance with this Agreement. It is your responsibility to protect your credit card from use by such persons. You

agree to take such steps as are appropriate to ensure such compliance and will indemnify and hold Maestro's Music and its affiliates harmless from any breach of this Agreement.

As consideration for your rights under this Agreement, you agree that Maestro's Music may provide marketing, promotional offers, advertising and other information to you via email, in-app messaging, push notifications on your mobile device, or other means of communication. You may opt out of most forms of communication from Maestro's Music.

2. TERM, FEES AND PAYMENTS

Applicable fees for Services may include 'pay per download' or a 'periodic' (e.g., monthly, quarterly or annual) subscription fee based on the particular Service requested, transaction fees, taxes, and additional fees for the purchase of permanent downloads.

(a) Free Trial Period

Maestro's Music may offer you a one-time, free trial period or limited preview during which you can try out such Service(s) for free (a "Free Trial"). The length of any such Free Trial, number of tracks you can play during the Free Trial, and the particular Services included may vary from time to time. Maestro's Music reserves the right, without any further notice, to modify the parameters of your Free Trial at any time, and to determine, in its sole discretion, whether you are eligible for a Free Trial. If you terminate your subscription prior to the expiration of any Free Trial, you will not have any financial obligation with respect to your subscription. However, you will be charged for any Services you choose to access that are not included within the Free Trial.

(b) Initial Subscription Payment

Maestro's Music may charge an initial registration fee to which you would be informed before you agree to register for one of the Service/s, you agree that if you register for one of the paid Service/s and/or do not cancel your subscription before the expiration of your Free Trial, you will pay the applicable fees for the Service that you select upon registration.

(c) Early Termination of Subscription

Some subscriptions may be provided and priced based on your commitment to subscribe for a minimum period of time, e.g. one month, six months or twelve months. Such minimum commitment is based on your Subscription Date, rather than the first or last day of a calendar month. You acknowledge that, in the event of early termination by you, we may incur costs and/or diminution in the value of the agreement that may be difficult to measure. Therefore, in the event of early termination for any reason (including voluntary termination by you or any other reason), the early termination fee stated at the time of registration may be charged to you as Maestro's Music's liquidated damages resulting from your early termination.

(d) Track Downloads

Some Services may include the ability to obtain permanent downloads independent from any subscription Service(s) to which you may subscribe. In some cases, such downloading will incur a fee on per- download basis. If such purchase fees are required, you will be made aware that a cost will be incurred and asked to explicitly accept the charges prior to commencement of downloading. However, if you have explicitly turned on "one click purchasing" (or similar functionality) may be provided in your account settings, you will not be asked to accept the charges prior to

commencement; with "one click purchasing," your single request to "purchase" is your confirmation of the order.

Regardless of the use of the word "purchase," and except as set forth in the following paragraph, all tracks offered for download are offered for license, not purchase or sale, and are subject to this Agreement and any other license terms and conditions applicable to the content, including limitations imposed by the use of any digital rights management technology. All licenses to download are personal to the customer. Your request to "purchase" a track by downloading is personal to you, and the track may not be used, sold, rented, transferred, licensed or otherwise provided to any other user. Licenses to downloaded tracks include only those rights explicitly stated in the Service (typically, the right to play back for your own personal use from your mobile, tablet pc, personal computer, CD player, digital player, or other personal consumer electronic device), and, for the avoidance of doubt, do not include the right to create a derivative/copied work, to make copies other than for your own personal use, or to use it in any commercial manner.

All music downloads purchased from Maestro's Music, regardless of format, can be downloaded only once. Maestro's Music will not replace or allow re-downloading of lost or damaged music files once the initial download is complete. For this reason, Maestro's Music recommends that you backup your Maestro's Music purchased music to CD or external hard drive for personal use.

Notwithstanding anything to the contrary contained in the second paragraph of this subparagraph 2(d) of this Agreement, certain content downloads offered within the Service(s) are sold (not licensed) to you directly from Music Director or the copyright holder of such music. Such downloads are delivered to you by us on behalf of Music Director or the copyright holder of such music, and we are acting as an agent of Music Director or the copyright holder of such music for such transactions.

(e) No Warranties

WITHOUT LIMITING ANY PROVISION HEREIN, MAESTRO'S MUSIC MAKES NO WARRANTY THAT ANY PARTICULAR COMPACT DISC BURNER, PLAYER, PORTABLE DEVICE, OR OTHER HARDWARE WILL BE COMPATIBLE WITH Maestro's Music'S APPLICATION OR THAT ANY COMPACT DISC BURNED USING THE APPLICATION WILL FUNCTION IN ALL COMPACT DISC PLAYERS. IT IS SOLELY YOUR RESPONSIBILITY TO ENSURE THAT YOUR RECORDING AND PLAYBACK SYSTEM(S) WILL FUNCTION CORRECTLY WITH THE APPLICATION.

(f) No Refunds

All fees paid and charges made prior to termination as provided herein, including any advance charge or payment for the subscription term during which you terminate your subscription, are non-refundable. Termination of your subscription shall not relieve you of any obligations to pay accrued charges.

(g) Methods of Payment

All payments must be made by VISA, MasterCard, American Express or Discover Card, or any other payment form explicitly authorized at the time it is submitted. We do not accept cash or cheques. AS BETWEEN YOU AND MAESTRO'S MUSIC, YOU, AND NOT MAESTRO'S MUSIC, ARE RESPONSIBLE FOR PAYING ANY AMOUNTS FOR SERVICES BILLED TO YOUR PAYMENT METHOD BY A THIRD PARTY WHO HAD ACCESS TO YOUR PAYMENT METHOD (INCLUDING YOUR CREDIT CARD NUMBER), WHETHER OR NOT SUCH AMOUNTS WERE AUTHORIZED BY YOU. You agree to pay all fees and charges incurred in

connection with your subscription and its password (including any applicable taxes) at the rates in effect when the charges were incurred. If Maestro's Music does not receive payment from your payment method issuer or its agent, you agree to pay all amounts due upon demand by Maestro's Music. If you elect to sign up to any of the Services through a mobile carrier, you elect to be billed by such mobile carrier for your subscription fee to the Service(s).

(h) Late Payments

Your account may be deactivated without notice to you if payment is past due, regardless of the amount. You agree to pay any outstanding balance in full within thirty (30) days of cancellation or termination of your subscription to the applicable Service(s).

(i) Taxes

Prices exclude all taxes unless stated otherwise. Maestro's Music collects taxes at the rate in effect at the time your transaction is completed. If the tax rate change before the transaction is completed, the new tax rate in effect will apply immediately. Maestro's Music cannot accept exemption certificates for purchases made online.

(j) Transaction Fees

Maestro's Music may impose an additional transaction fee based on transactions associated with Services, including a transaction fee applied to your periodic subscription fee, or your purchase of track downloads. Such transaction fee will be disclosed to you prior to your agreement to the relevant transaction, likely via the order path for a Service, by email notification concerning your Service(s) and applicable fees, through the order path for permanent downloads, or in a similar, explicit manner.

(k) Payment Method Authorization

If you request access to Services for which a fee is charged based on each individual transaction (typically, the purchase of track downloads), Maestro's Music may seek authorization of your payment method to validate your ability to pay the applicable fees prior to the first purchase. The authorization amount is typically very less, but may vary based on the relevant Services. This is a common and standard practice. This authorization is not a charge. However, this authorization may reduce your available credit by the authorization amount until your bank's next processing cycle.

(l) Modifications to Fees or Billing Terms

MAESTRO'S MUSIC RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS SUBSCRIPTION FEES AND BILLING METHODS, INCLUDING THE ADDITION OF SUPPLEMENTAL FEES OR SEPARATE CHARGES FOR CONTENT OR SERVICES PROVIDED BY MAESTRO'S MUSIC, UPON EFFECTIVE NOTICE TO YOU, WHICH SHALL INCLUDE NOTICE SENT TO YOUR DESIGNATED EMAIL ADDRESS. If any such change is unacceptable to you, you may terminate your subscription by contacting customer service. Your continued use of the Service(s) following the effective date of a change to fees or billing methods shall constitute your acceptance of such change.

YOUR ACCEPTANCE OF THIS AGREEMENT MEANS THAT YOU GIVE CONSENT TO MAESTRO'S MUSIC TO EMAIL YOU WITH NOTICES CONCERNING A MATERIAL CHANGE IN THE TERMS OF THIS AGREEMENT, THE APPLICATION OR SERVICE(S) YOU USE.

3. CUSTOMER SERVICE

(a) Technical and Account Customer Service (Non-Billing)

You understand and agree that Maestro's Music is solely responsible for all customer service, technical help, and account issues related to your subscription. Neither your ISP, Mobile Carrier nor any third party website through which you may have accessed any Service is responsible for customer service, technical help, or account issues related to the Services. You agree not to direct any questions, requests for technical assistance, or inquiries about the Application, Website or any Service to your ISP or to any third party website through which you may have accessed the Application or any Service. For technical or account assistance, please contact Customer Service.

(b) Billing Customer Service

If you pay Maestro's Music directly for your subscription (i.e. your credit card or other payment method is billed directly by Maestro's Music), you understand and agree that Maestro's Music is solely responsible for billing issues related to your subscription. If your Service is billed through a mobile carrier or third-party billing provider (e.g. Apple iTunes, Google Play-store), you understand and agree that your mobile carrier or third-party billing provider is solely responsible for billing issues related to your subscription.

4. YOUR ACCOUNT INFORMATION

(a) True and Complete

You agree to provide true, accurate, current and complete information about yourself and your billing information as prompted by the subscription process (such information being the "Account Information").

(b) Updating Your Account Information

You may update any of your Account Information, including designating a different payment method or changing the applicable expiration date on a currently designated credit card through the account settings associated with your account or any other option may be provided to you.

(c) Our Use of Account Information

We shall treat all of your Account Information with the utmost respect for its confidential nature, and in accordance with our Privacy Policy.

(d) Stolen Account Information Your Responsibility

You are solely and entirely responsible for maintaining the confidentiality of your password and for any and all activities that occur under your account. If you believe someone has accessed any Service using your user name and password without your authorization, it is your responsibility to set up a new password by clicking on the respective link on the Application and selecting the appropriate option.

5. INTELLECTUAL PROPERTY RIGHTS

Only you may access the Services using your user name and password. The Services available through the Application/website, and the Application itself (including the Content), are the property of Maestro's Music or its licensors and are protected by copyright and other intellectual property laws. The Services provided through the Application may be used for your personal, non-commercial

use only. You agree not to (i) reproduce, record, retransmit, redistribute, disseminate, sell, rent, lend, broadcast, publicly perform, adapt, sub-license or circulate the Application or any Content received through the Application or any Service (including music content) to any third party, (ii) exploit any such Content or the Application for commercial purposes without the express prior written consent of Maestro's Music, or (iii) to share your password with any third party. You may not make any unauthorized copies of the Application or the Content obtained through the Services, and may only make such copies as are reasonably necessary for your personal, non-commercial use. Because the Services are designed for personal use, you are not allowed to use any automated system for the selection or streaming of files. You further agree to indemnify and hold harmless Maestro's Music for your failure to comply with this section.

Maestro's Music and its licensors retain exclusive ownership of the Application, website, the Content, the Services, and all intellectual property rights associated therewith. Except as expressly provided herein, you are not granted any rights or license to patents, copyrights, trade secrets or trademarks with respect to the Services, the Application or their contents. Maestro's Music and its licensors reserve all rights not expressly granted hereunder. You shall promptly notify Maestro's Music in writing upon your discovery of any unauthorized use or infringement of the Services (or their contents) or any patent, copyright, trade secret, trademarks or other intellectual property rights of Maestro's Music or its licensors. The Application and the Services contain proprietary information that is protected by copyright laws and international treaty provisions.

Maestro's Music expressly disclaims any and all responsibility or liability for any action by you that is contrary to such law(s) and reserves the right to terminate your service immediately for your failure to comply with any such local, state or federal law.

6. TECHNOLOGY LIMITATIONS AND MODIFICATIONS TO SERVICE

Maestro's Music will make reasonable efforts to keep your account and the Service(s) operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. Maestro's Music will make reasonable efforts to notify you at least twenty-four (24) hours in advance of any anticipated downtime that will exceed one hour.

Maestro's Music also reserves the right to modify or discontinue, temporarily or permanently, functions and features of the Application and Service(s) with or without notice. Due to contractual or other limitations, from time to time, some tracks available in any particular category may no longer be available. Maestro's Music reserves the right to change or remove Content at any time.

Maestro's Music shall not be liable to you or to any third party for any of the direct or indirect consequences of any modification, malfunction, suspension, discontinuance of or interruption to or of any of the Service(s).

7. DISCLAIMER OF WARRANTY

THE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE APPLICATION OR ITS OPERATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAESTRO'S MUSIC AND ITS LICENSORS, AND ITS DISTRIBUTION AND SYNDICATION PARTNERS, DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

MAESTRO'S MUSIC MAKES NO WARRANTY THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, OR THAT THE APPLICATION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES Maestro's Music MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE APPLICATION OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE APPLICATION. MAESTRO'S MUSIC MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE APPLICATION OR ANY TRANSACTIONS ENTERED INTO THROUGH THE APPLICATION.

8. LIMITATION OF LIABILITY

THE ENTIRE RISK ARISING OUT OF THE USE AND/OR PERFORMANCE OF THE SERVICE(S) REMAINS WITH YOU. IN NO EVENT SHALL MAESTRO'S MUSIC OR ITS PARENTS, MEMBERS, LICENSORS, SUBSIDIARIES, PARTNERS, AFFILIATES, SERVICE PROVIDERS, INVESTORS, SYNDICATORS, DISTRIBUTORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES (COLLECTIVELY THE "PROTECTED PARTIES") BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE ANY SERVICE, EVEN IF MAESTRO'S MUSIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME COUNTRIES/STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU, BUT THEY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN NO EVENT SHALL ANY PROTECTED PARTY BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT PAID FOR THE APPLICATION OR THE SPECIFIC ITEM OF CONTENT GIVING RISE TO THE APPLICABLE CLAIM FOR DAMAGES.

9. MODIFICATION OF MAESTRO'S MUSIC TERMS & CONDITIONS OF USE AGREEMENT

Maestro's Music may modify this Agreement at any time in its sole discretion. If any modification is unacceptable to you, you agree that your only recourse is to terminate your use of any of the Service(s) as provided herein. Your continued use of any Service following our posting of a change of terms of use or a new Agreement on the Application will constitute your binding acceptance of the change, until such time as you terminate your subscription.

10. INDEMNIFICATION

You agree to indemnify and hold Maestro's Music harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to, or arising out of your violation of this Agreement, or your violation of any law, regulation or third-party right.

11. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

(a) Negotiations

Before initiating any arbitration or proceeding, you and Maestro's Music may agree to first attempt to negotiate any dispute, controversy or claim arising from this Agreement or related to the Services ("Claim") (except those Claims expressly provided in Section 11(d) below) informally for at least thirty

(30) days. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. Maestro's Music agrees that your Claim cannot expire during the 30-day negotiation period.

(b) Binding Arbitration between You and Maestro's Music

If you do not wish to attempt to resolve a Claim through the optional negotiation process or if the parties fail to resolve a Claim through the negotiation process within the above thirty (30) day period, you and Maestro's Music agree that, except as provided in Section 11(d) below, all Claims will be exclusively resolved by binding arbitration solely between you and Maestro's Music. BY AGREEING TO THIS ARBITRATION PROVISION, YOU UNDERSTAND THAT YOU AND MAESTRO'S MUSIC ARE WAIVING THE RIGHT TO SUE IN COURT AND HAVE A JUDICIAL TRIAL. YOU AND MAESTRO'S MUSIC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless you and Maestro's Music agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class proceeding. If the class waiver provisions of this Section 11(b) are found to be unenforceable, then the entirety of this Dispute Resolution and Arbitration Agreement shall be null and void.

(c) Rules Governing the Arbitration

If you do not wish to attempt to resolve a Claim through the optional negotiation process or if the parties fail to resolve a Claim through the negotiation process within the above thirty (30) day period, either party may initiate arbitration by sending a written notice requesting arbitration to the other party ("Arbitration Notice").

The arbitration will be conducted by an arbitration authority acceptable to both the parties. As part of the arbitration, both you and we will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim. Other than class procedures or remedies, the arbitrator may award any remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favour of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision which shall explain the award given and the findings and conclusions on which the decision is based.

This Agreement involves interstate commerce and is subject to the applicable Laws. All issues are for the arbitrator to decide, including issues relating to the scope of enforceability of this Dispute Resolution and Arbitration Agreement. Except as otherwise provided in this Agreement, (i) you and Maestro's Music may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (ii) the arbitrator's decision will be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

(d) Exceptions to Negotiations and Arbitration

You and Maestro's Music agree that the following Claims are not subject to the above provisions concerning negotiations and binding arbitration: (i) any Claims seeking to enforce or protect, or

concerning the validity of, any of your or Maestro's Music's intellectual property rights; and (ii) any Claims related to allegations of theft, piracy or unauthorized use of the Service. In addition to the foregoing, either party may assert an individual action in court of law for Claims that are within the scope of such courts' jurisdiction in lieu of arbitration.

(e) Severability

You and Maestro's Music agree that if any portion this "Dispute Resolution and Arbitration Agreement" section is found illegal or unenforceable (except any portion of Section 11(b) above), that portion will be severed and the remainder of this section will be given full force and effect. If Section 11(b) above is found to be illegal or unenforceable then any such Claim will be exclusively decided by a court of competent jurisdiction within Chennai jurisdiction, Tamil Nadu, India, and you and Maestro's Music agree to submit to the venue and personal jurisdiction of that court.

12. GOVERNING LAW

This Agreement and any arbitration arising from disputes under this Agreement shall be governed by the laws of India, without regard to or application of any choice of law or conflict of laws provisions. You consent to the exclusive jurisdiction of the courts sitting in Chennai, Tamil Nadu. You also agree that the courts in the State of Tamil Nadu have exclusive jurisdiction over any judicial review or enforcement of an arbitration award and exclusive jurisdiction over any suit between the parties not subject to arbitration. If either Maestro's Music or you employ any attorneys to enforce any rights arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

13. GENERAL

This Agreement, together with our Privacy Policy, EULA and any other rules, regulations, procedures and policies which are hereby incorporated or prescribed on any future date, herein by this reference, constitutes the entire agreement between you and Maestro's Music with respect to the Service. Maestro's Music reserves the right to modify the terms of use on any future date and shall post any revisions on this page. You are advised to visit these terms of use regularly to stay updated on the currently applicable terms for your use of the Service, Software, website and Content.

No delay or failure to take action under this Agreement shall constitute any waiver by Maestro's Music of any provision of this Agreement.

If any provision of this Agreement is invalid or unenforceable under applicable law, it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Maestro's Music may assign this agreement as it deems appropriate for any reason at any time. This Agreement is personal to you and may not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Agreement shall be null and void.

14. CONTEST

(a) Endrum Raaja contest (hereinafter referred to as the "Contest") is an in-app quiz contest conducted on the Maestro's Music app from July 25, 2017 to August 3, 2017.

- (b)** Participants in the contest must be registered subscribers of the Maestro's Music app.
- (c)** Participants in the contest must be above 18 years of age.
- (d)** Participants must answer all 10 questions over the 10 day contest period correctly to stand a chance of winning.
- (e)** 3 lucky winners will be chosen at random by Maestro's Music.
- (f)** Winners will be notified by Maestro's Music via email.
- (g)** Winners shall be subjected to verification, including without limitation, verification of eligibility through checks as deemed appropriate by Maestro's Music.
- (h)** Prizes mentioned for winners are applicable only to residents of India.
- (i)** Prizes for international winners will be decided by Maestro's Music at a later date.
- (j)** Prizes shall not be substituted for cash, either in whole or in part, at any stage.
- (k)** The prizes shall be non negotiable and non transferable. In the event of any unforeseen circumstances, Maestro's Music reserves the sole right to offer an alternative prize of the same value.
- (l)** Maestro's Music reserves the right to cancel, change or substitute this contest at any time without prior notice and the same is at the sole discretion of the company.
- (m)** Maestro's Music's decision is final and binding.
- (n)** These terms and conditions will be governed by and construed in all respects in accordance with the laws of India subject to the jurisdictional courts of Chennai.
- (o)** By participating in this contest, it is deemed that the participant has agreed to all the terms & conditions mentioned above.