

Promo Push – Terms & Conditions Of Service.

Within these Terms & Conditions, the words You/Your shall mean 'you' the user and the words "We/Us" shall mean Promo Push Ltd and any associated company, or subsidiary.

Your Personal Information:

1.1 We respect your personal information and undertake to comply with applicable UK & Worldwide Data Protection legislation. You should be aware that:

1.2 As a record label, producer or management company, all digital music submitted for promotion, you should be the legal copyright owner. You should provide us with true, accurate and current information as prompted by our campaign info form. You agree not to impersonate any other person or entity, or to use a false name, or a name that you are not authorised to use.

1.3 As a DJ, you should complete the registration process by providing us with true, accurate and current information as prompted by the registration form. You should choose a secure password, you are then responsible for maintaining the confidentiality of the password and your DJ account.

1.4 As a DJ, Promo Push Ltd and any associated companies have the right to suspend or terminate your account and refuse future use of the service. Promo Push has the right to send relevant third party promos to registered account holders. All standard account users must obtain explicit consent from recipients, prior to commencing promotion.

1.5 Registered users have the right to fully unsubscribe.

1.6 Promo Push and the services are provided on an "as is" and available basis and we make no warranties or representations, whether express or implied to, implied warranties or conditions of completeness, accuracy or currency.

1.7 To the extent permitted by law, we make no warranty that Promo Push or the services, will be uninterrupted on occasion.

1.8 We shall not be liable in contract, tort, negligence or otherwise, for any loss or damage arising connected with your use of Promo Push or the services. Or accessing other websites from Promo Push including, without limitation damage for loss of business loss of profits business interruption, loss of business information, or any other pecuniary loss (even where we have been notified by you of the possibility of such loss or damage).

Registration:

2.1 You warrant that:

2.2 Your record label, producer or management company information which you provide is true, accurate, current and complete in all respects.

2.3 You agree to notify us of any changes to the information by emailing info@promopush.com

2.4 As a DJ, we reserve the right to terminate your account (including user name and password) and to re-use any email

or other communication address issued to you by Promo Push.

Your Obligations:

3.1 Accept responsibility for any audio content distributed through Promo Push and our platform & international copyright laws.

3.2 Agree to use Promo Push and/or the services in accordance with all relevant laws and not for any illegal purpose.

3.3 Agree not to use Promo Push and/or the services to distribute by any means computer viruses, macro viruses, Trojan horses, or worms to third parties.

3.4 Agree not to use Promo Push and/or the services in such a manner, that could cause the whole or part of Promo Push services to be interrupted, damaged, rendered less efficient, or to in any way impair effectiveness or functionality of Promo Push or the services.

3.5 Agree not to use Promo Push and/or the services in any manner which constitutes a violation or infringement of any person, firm or company, or its rights (including but not limited to third party intellectual property rights or confidentiality).

3.6 Agree not to use Promo Push or the services to attempt any unauthorised access to any part or component of Promo Push, or the services or that of any third party.

3.7 Agree that in the event that you have any claim or action

against anyone arising out of the use of Promo Push and or the services, that you pursue such claim action independently and without recourse to us.

Our Rights, We Reserve The Right To:

4.1 Deny access to all or any part of Promo Push and/or the services if we deem fit.

4.2 Close access to features of the service, if your use of is deemed illegal, excessive and against the interests of other users of Promo Push, or the services.

4.3 Modify or discontinue, temporarily or permanently, Promo Push and/or the services.

4.4 Suspend or deny access to all or any part, if we believe, or receive a complaint related to the content or the use thereof.

4.5 You confirm that we shall not be liable to you or any third party, for any modification to or discontinuance of Promo Push or the services

4.6 We may change these terms and conditions from time to time. We will endeavour to notify of any changes either by email, or in a notice on Promo Push. Your continued use of Promo Push and/or any of the services thereafter will constitute acceptance of these changes.

4.7 As a DJ, the music files contained within Promo Push and the platform are for promotional use only and you agree not to (and agree not to assist or facilitate any third party to) illegally reproduce, or file share.

DJ Account Termination:

5.0 As a DJ, you agree that we may terminate your promo account and delete or re-use any email or other communication address issued to you by Promo Push, if we believe that you have breached our terms and conditions, or acted inconsistently within the spirit of them.

5.1 Any notice, which we are required to give you regarding Promo Push or the services, shall be made via email to the address provided by you in your sign up information.

Privacy Policy:

6.1 Your privacy is important to us. We are committed to protect that privacy, whenever personal information is requested from you. This policy applies to all the services we offer on our platform. We ask for certain information from you, so that we can provide you with the best promotional services we can.

6.2 If you have any questions or comments about privacy issues, or if you have a complaint, please send an email to info@promopush.com

6.3 We may protect personal information by establishing appropriate physical & electronic procedures, to safeguard the personal information we collect from you. This helps prevent unauthorised access, maintains data accuracy and ensures that the personal information is used correctly.

6.4 Use of Cookies. A Cookie is a piece of information that is

deposited by our computer server when you visit our web space, which is stored on your computer's hard drive by your web browser. On revisiting Promo Push our computer server will recognise the cookies, giving us information about your last visits. Most browsers accept cookies automatically but usually, you can alter the settings of your browser to prevent automatic acceptance. If you choose not to receive cookies, you may still use most of the features of Promo Push.

6.5 As a DJ, if you wish to be deleted from our mailing list database, then please send an email to info@promopush.com

6.6 We store web server logs which show your IP address, what you looked at, whether the page request was successful or not and which browser you used to view the pages. The use of this data is strictly for statistical purposes only.

6.7 We comply with the UK data protection acts of 1984 and 1998

6.8 We reserve the right to access and disclose your personal data, to comply with applicable laws and lawful government requests to operate our systems properly, or to protect our users. We also reserve the right to disclose individually identifiable information to third parties, where a copyright complaint arises concerning your use of our platform, that is deemed in breach of our terms and conditions

6.9 We apply this privacy policy to Promo Push and the products and services affiliated with it. We do not have control over the policies of other companies, individuals or organisations.

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www.promopush.com**