



Promo Push – T&Cs

Within these Terms and 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 Data Protection legislation.

1.2 You should be aware that:

1.2.1 If requested by the police or any regulatory or government authority investigating suspected illegal activities to provide your user information and/or information concerning your activities whilst using the services, we shall do so. Similarly, we will disclose your user information and or details of your use of the services if we are compelled to do so by law.

1.2.4 We reserve the right in our reasonable discretion to disclose details of your use of the services to a person who makes a complaint or allegation in connection with your use of anyone under control of the services whether in connection with the matters set out in clause 6 of these terms and connection or otherwise. We reserve the right to disclose your contact details and details of your use of the services in such circumstances whether or not we are named as a party or a witness in any threatened or pending legal proceedings.

1.2.5 You must complete the registration process by providing us with true, accurate and current information as prompted by the registration form. You must choose a password, you are then responsible for maintaining the confidentiality of the password and account.

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

1.2.7 Registered users have the right to unsubscribe from www.promopush.com

2.1 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.

2.2 To the extent permitted by law we make no warranty that Promo Push or the services will meet your requirements or will be uninterrupted, timely secure or error free.

3.3.1 We exclude all liability of any kind for the information or any other material published or otherwise made available by you or any other user or person on any website you establish using the services; and

3.3.2 We shall not be liable in contract, tort, negligence or otherwise, for any loss or damage whatsoever arising from or in any way 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**

4.1 You warrant that:

4.1.1 The user information which you are required to provide when you register as a user of Promo Push is true, accurate current and complete in all respects; and

4.1.2 You agree to notify us of any changes to the user Information by emailing info@promopush.com

4.2 You agree not impersonate any other person or entity or to use a false name or a name that you are not authorized to use.

4.3 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**

5.1 You:

5.1.2 Accept responsibility for any audio content you distribute through Promo Push and our platform.

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

5.1.4 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

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

5.1.7 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)

5.1.8 Agree not to use Promo Push or the services to attempt any unauthorized access to any part or component of Promo Push or the services or that of any third party.

5.1.9 Agree that in the event that you have any right claim or action against any user arising out of the use of Promo Push and or the services, then you will pursue such right claim action independently of and without recourse to us.

6.0 Our Rights 7.1 We reserve the right to:

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

6.1.2 Close access to any features of the services if your use of that feature is deemed excessive and against the interests of other users of Promo Push and or the services

6.1.3 Modify or discontinue, temporarily or permanently. Promo Push and/or the services with or without notice to You:

6.1.4 Suspend or deny access to all or any part of any email or other communication address issued to you by notice if we believe or receive a complaint related to the content or the use thereof.

6.2 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

6.3 We may change these terms and conditions from time to time. We will endeavor to notify you 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. We reserve the right to terminate immediately without further notice your access to and use of Promo Push and /or the service if you don't except any such changes.

7.0 Dealings With Advertisers - Your correspondence with or participation in promotions of advertisers or merchants found on or via Promo Push including payment for and delivery of related goods, services and any other terms, conditions warranties or representations associated with such dealings are solely between you and such advertiser or merchant. You agree not to hold

us liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or merchant on Promo Push

8.0 Security You will be required to select a username and password during the registration process. You are responsible for maintaining the confidentiality of the username and password and are fully responsible for all activities, which occur under them during your use of them. Other users of your username and password shall be bound by these terms and conditions as if they were you. You agree to notify us immediately of any unauthorised use of your username or password or any other breach of security of which you become aware.

9.1.1 The material and content contained within Promo Push and the services is 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.

10.0 Termination

10.1 You agree that we may terminate your account and delete or re-use any email or other communication address issued to You by Promo Push and delete all emails. Web space and other data stored on Promo Push or the services by you or on your behalf:

10.2 If we believe that you have breached these terms and conditions or acted inconsistently with the spirit of them:

10.3 If you fail to use Promo Push or any part of the services at least once during a 365 day period.

11.0 Any notice, which we are required to give you regarding Promo Push or the services shall be made via either email or regular mail, to the address, provided by you in Your user information or the last update thereof provided by You. We shall not be liable for any failure to deliver any notice to You where it has complied with this clause.

12.0 Choice of Law English law shall govern these terms and conditions and You hereby irrevocably submit to the exclusive jurisdiction of the English courts.

Privacy Policy 1. Your Privacy Policy is important to us. We are committed to protect that privacy whenever personal information is requested from you. Personal information is requested from you. Personal information identifies You as an individual rather than one member of a group. Please read this policy to understand how we collect and use information and the rights You have to protect Your privacy. This policy applies to all the services We offer on our web services. Personal Information Your enter - Consent

2.1 We ask for certain information from You so that we can provide You with the best content and services we can. That is content and services You want

to see and hear.

3.0 If you have any questions or comments about privacy issues, or if you have a complaint about how we are using your data, then please send an email to info@promopush.com

4.0 Feedback and complaints If you have any question or comment about privacy issues, or if you have a complaint about how we are using Your data, then please send an email to info@promopush.com

5.0 For legal reasons we will keep details of your account for 12 months after you unsubscribe . This is in case you have cause to complain to us for any infringement on your rights or under our legal obligations with regard to copyright issues within the music industry.

6.0 We may disclose anonymised data, which will obviously involve us processing your data to anonymise it to trustworthy third parties. Although you will not be identifiable by such third parties it is possible that such data may be processed by such third parties do that you may then become identifiable.

10. Information Protection. We may protect personal information by establishing appropriate physical electronic and managerial 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. In order to carry out these security procedures, we may sometimes ask for proof of identity before we disclose personal information to you.

11. 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 the web site 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 your website, including purchasing items.

12.Data profiles If you wish to be deleted from our database entirely then please send an email to info@promopush.com stating just that.

13. IP addresses 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 and personalisation purposes only. This helps us understand which areas of the site are of interest to you and how many impressions we get.

14.General We comply with the UK data protection acts of 1984 and 1998

14.1 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 of to protect our users. We also reserve the right to disclose individually identifiable information to third parties where a complaint arises concerning your use on our website and that use is deemed inconsistent with our terms and conditions

14.2 We apply this privacy policy to this web site and the products and services affiliated with it. We do not have control over the policies of other companies, individuals or organisations to which we may provide hypertext links. To the extent that we are reasonably able. We will only provide links to other sites that follow a similar ethical policy.

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www.promopush.com