

## Terms of Use

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- MNL feeds and the public Really Simple Syndication feeds ("RSS") and other content of different formats;
- Audio Distribution, Audio Production, Post Production, Recording Studio services, and Video Distribution services;
- Information and services related to the MOMO OTT platform, owned and operated by MNL;
- Information and services related to Music City Radio, owned and operated by MNL.
- MNL feeds and the public Really Simple Syndication feeds ("RSS") and other content of different formats.

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**Registration and Security :** As a condition to using certain Services, User may be required to register with MNL and select a password and User name, e-mail id or mobile number, or all of them ("MNL User ID"). Users shall provide MNL with true, accurate, complete, and updated registration information. Users may even be required to give other information as may be required. User shall refrain from impersonating or falsely representing User's affiliation with any person or entity. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of User's account. User may not select or use as a MNL User ID, mobile number and/or mail id, a name, number and/or mail ID of another person with the intent to impersonate that person; or use as a MNL User ID a name subject to any rights of a person other than User without appropriate authorization. MNL reserves the right to refuse registration of, or cancel a MNL User ID in its discretion. Users shall be responsible for maintaining the confidentiality of User's MNL password. If there has been a disclosure of your username and/or password, you agree to notify us promptly of such disclosure, so that MNL can take appropriate security measures and provide you with a new username and password. Except with the prior written permission of MNL, User agrees to refrain from accessing or attempting to access password protected, secure or non-public areas of this Site. Unauthorized individuals attempting to access prohibited areas of this Site may be

subject to prosecution. We may suspend or cancel your registration immediately at our sole discretion without giving you any reasons.

**Indemnity :** User is prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, racial, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate the law. MNL shall fully cooperate with any law enforcement authorities or court order requesting or directing MNL to disclose the identity of anyone posting any such information or materials. User will indemnify and defend and hold MNL, its parents, subsidiaries, affiliates, officers and employees and agents, harmless, from and against any and all costs, losses, claim or demand, losses, damages and liabilities, including costs and attorneys' fees, made by any third party due to or arising out of User's access to the Site, use of the Services, the violation of this Agreement by User, or the infringement by User including, without limitation, copyright and trademark infringement, obscene or indecent postings, and on-line defamation, or any third party using the User's account, of any intellectual property or other right of any person or entity.

**Limitation of liability :** In no event shall MNL, its subsidiaries, affiliates, associate companies, consultants, partners and/or its respective suppliers be liable with respect to the Site, Content or the Services for any amount in the aggregate in excess of the fees paid by User therefore; or for any indirect, incidental, punitive, or consequential damages of any kind whatsoever including but not limited to loss of use, revenue or profit, goodwill, use, data or other intangible losses arising out of or in any way connected with the use of this Site, Content, Services or this Agreement or with the delay or inability to use this Site, or for any information, materials, Content and Services obtained through this Site, or otherwise arising out of the use of this Site, whether based on contract, tort, negligence, strict liability or otherwise, even if MNL, its subsidiaries, affiliates, associate companies, consultants, partners and/or its respective suppliers has been advised of the possibility of damages. If the User is dissatisfied with any portion of the MNL Site, Content and/ or Services or with any of these terms of use, User's sole and exclusive remedy is to discontinue using MNL Site, Content and/ or Services.

**Fees and payment:** Some of the Services may require payment of fees. User shall pay all applicable fees, as described on the Site in connection with such Content and/ or Services selected by User. MNL reserves the right to change its price list and to institute new charges at any time, which may be sent by email, SMS or posted on the Site. Use of the Content and/ or Services by User following such notification constitutes User's acceptance of any new or increased charges.

**Caveat:** MNL undertakes no obligations for confidentiality of information provided by User other than personal information and User would do so entirely at User's sole risk. Users shall always use caution when giving out any personally identifying information about User in any communication service.

**Termination:** MNL may terminate or suspend any and all Services and access to the Site immediately, without prior notice or liability, if User breaches any of the terms or conditions of this Agreement. Any fees paid hereunder are non-refundable. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

**Miscellaneous :** The failure by MNL to exercise in any respect any right provided herein shall not be deemed a waiver of any further rights hereunder. MNL shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond MNL's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by User. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of Nepal. Except for injunctive reliefs, disputes arising in respect hereto shall be subject to exclusive jurisdiction of the courts of Nepal. Notwithstanding the foregoing, nothing in this legal notice will preclude MNL from applying to any court to bring an action for the infringement of its intellectual property rights. No agency, partnership, joint venture, or employment is created as a result of this Agreement and User does not have any authority of any kind to bind MNL in any respect whatsoever.

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