

TERMS AND CONDITIONS

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TABLE OF CONTENTS

INTRODUCTION	3
1 PRIVACY POLICY	3
2 PURPOSE	3
3 ACCOUNT	3
4 CAMPAIGN	4
5 PAYMENT	4
6 AD CAMPAIGN PRODUCTION	5
7 AGE RESTRICTION	5
8 INTELLECTUAL PROPERTY	5
9 TERMINATION	5
10 REPRESENTATION AND WARRANTIES	6
11 APPLICABLE LAW	6
12 INDEMNIFICATION	6
13 LIMITATION ON LIABILITY	7
14 SUPERSESSION AND MODIFICATIONS	7

15	NO WAIVER	8
16	DISPUTE RESOLUTION	8

INTRODUCTION

Please read these Terms and Conditions carefully before using <http://www.nextbroadcast.media/> (hereinafter "Website") operated by Next Broadcast Media FZ LLC.

This Terms and Conditions is between Next Broadcast Media FZ LLC ("We", "Us", "Our") and the creator of account on this Website and its User ("You", "Your").

Your use of this Website is subject to these Terms and Conditions and all applicable laws. If you do not agree to the Terms of this Website, do not use this Website. If, at any time, any part of the Terms and Conditions is not acceptable to you, please terminate the use of this Website.

1 PRIVACY POLICY

Please read the privacy policy for better understanding the use of your data.

2 PURPOSE

The use of this Website is for distribution of digital audio ads by digital broadcast on web radio of programs, podcast, music on-demand, audio games and/or displays for the purpose of advertising the named products or services and is subject to all applicable federal, state, and local laws.

3 ACCOUNT AND ELIGIBILITY

A. In order to use the Website, you must:

- i. be at **least eighteen (18) years old** and able to enter into contracts;
- ii. complete the registration process;
- iii. agree to these Terms including our Privacy Policy; and
- iv. provide true, complete, and up to date legal and contact information.

B. If you sign up for on behalf of a company or other entity, you represent and warrant that you have the authority to accept these Terms on their behalf.

- C. By using the Website and Services, you represent and warrant that you meet all the requirements listed above, and that you will not use the Website and Services in a way that violates any laws or regulations.
- D. You shall create an account to avail the digital audio ad campaign services ("Services") of the Website. We will require your full name, e-mail address for creating the account. Third party single sign-on is also available. By using the third-party sign-on, you consent to the use of data by Us provided by such third party.
- E. You are responsible for ensuring the accuracy of this information and you are responsible for maintaining the safety and security of your identifying information. You are also responsible for all activities that occur under your account or password.
- F. If you think there are any possible issues regarding the security of your account on the website, inform us immediately so we may address them accordingly.
- G. We reserve all rights to terminate accounts, edit or remove content and cancel publishing at our sole discretion, if we find that the content uploaded is hateful, obscene, immoral or against public policy.

4 CAMPAIGN

We require your campaign start date and end date, campaign budget and target demographic for provision of the Service.

5 PAYMENT

- A. You shall be billed on the basis of each campaign. You will be charged by Us for the estimated impressions that will be delivered by the audio campaign. Our statistics shall report the impressions made and the associated charges shall be calculated therein.
- B. Any subscription for the use of the Website or availing of Services is non-refundable.

- C. We will require your credit card or debit card number for the purpose of payment. You hereby consent to the processing of payment by third-party processor. If you have consented for a recurring payment, You authorize Us to charge the card or alternative payment method for the charges incurred under your account at our convenience.
- D. If We do not receive payment from your card or alternative payment method, You remain obligated and agree to pay all amounts due upon our request.

6 AD CAMPAIGN PRODUCTION

- A. We shall use the audio material provided by you to create digital audio broadcast advertisements for web, radio, podcast, music on-demand and audio gaming.
- B. We shall broadcast the finished advertisement after approval of the content therein and we have the right to reject the material furnished by you. This approval does not affect your indemnity obligation.
- C. Your material has to be consistent with the other policies of this Website. The material should not be hateful, obscene, immoral or against public policy.

7 AGE RESTRICTION

By using this Website, you declare that you are above 18 years of age. If you are under 18 years of age, you should have parental consent. If you do not have parental consent, we may take steps to terminate your use of this Website.

8 INTELLECTUAL PROPERTY

- A. By providing and uploading your audio files to this Website, we do not become the owner of your intellectual property rights. The rights to your intellectual property are vested solely in you.
- B. You grant Us a royalty-free and non-exclusive license to display, use, copy, transmit and broadcast the content you upload and broadcast. For issues

regarding intellectual property claims please contact
info@nextbroadcast.media

9 TERMINATION

- A. This Terms and Conditions may be terminated by either party in the following manner:
 - i. By Us, by delivering notice to Your registered e-mail address.
 - ii. By You, by deleting the account and campaigns.
- B. Following termination, You shall pay any non-refundable fees and the value of any audio campaigns if it runs after the date of termination through the Website.

10 REPRESENTATION AND WARRANTIES

You hereby represent and warrant the following:

- A. The material furnished by You and Your broadcast by Us should not violate the rights of others, unless the material furnished or added to the already furnished material by You is by some other party.
- B. You shall comply with all federal, state, and local laws and regulations of geographic region of target demographic.
- C. If You authorize us to create ad campaign on your behalf, You would be solely responsible for its contents and applicable laws are regulations.

11 APPLICABLE LAW

By using this Website, you agree that these Terms and Conditions shall be governed by and construed and enforced in accordance with the laws of the United Arab Emirates without reference to conflicts of law principles requiring the application of the laws of any other country or jurisdiction. You hereby irrevocably submit to the jurisdiction and venue of the courts of the United Arab Emirates.

12 INDEMNIFICATION

- A. You agree to indemnify and hold Us harmless from any action, liabilities, demands, damages or costs (including reasonable attorney fees) arising from defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in ad campaigns) or any claims that arise from the use of or the representation and warranties of the products and services advertised in the ad campaigns.
- B. You agree to indemnify Us and our affiliates and hold Us harmless against legal claims and demands that may arise from your use or misuse of our services. We reserve the right to select our own legal counsel.
- C. We warrant the merchantability and fitness of our Service only till the maximum extent permissible by law.

13 LIMITATION ON LIABILITY

- A. We are not liable for any damages that may occur to you as a result of your misuse of this Website.
- B. Our maximum aggregate liability arising out of or in connection with this agreement, whether in contract or tort (including negligence), will in no circumstances exceed the amount paid by You pursuant to the availing of Service from this Website in the six-month period prior to the event giving rise to the claim.
- C. We shall not be made liable for anything other those specified in this Terms and Conditions.
- D. Nothing in this section or this agreement shall be construed to exclude or limit any liability of either party which cannot be excluded or limited under applicable law (such as for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation).

14 NO WARRANTIES

- A. To the maximum extent permitted by law, we provide the material on the Website and the Service as is. That means we don't provide warranties of any kind, either express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose.
- B. From time to time down-time, either scheduled or unscheduled, may occur. Next Broadcast Media will work within reason to ensure this amount of down-time is limited. Next Broadcast Media will not be held liable for the consequences of any down-time.
- C. Next Broadcast Media cannot guarantee that Website or Services available for download and/or execution from or via the Website is free from viruses or other conditions which could damage or interfere with data, hardware, or software with which it might be used. You assume all risk of use of all files associated with the Services, and you release Next Broadcast Media entirely of all responsibility for any consequences of its use.

15 SUPERSESSION AND MODIFICATIONS

- A. This is an understanding between Next Broadcast Media and You, and this supersedes and replaces all prior agreements regarding the use of this website.
- B. We reserve the right to edit, modify, and change this Terms and Conditions at any time. We shall let You know of these changes through electronic mail.

16 NO WAIVER

Any failure of either party to enforce any of the provisions of this Terms and Conditions shall not be construed as a waiver of that or any other provision.

17 DISPUTE RESOLUTION

- A. We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, either party may commence an arbitration proceeding.
- B. A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail, Federal Express, UPS, or Express Mail (signature required), or in the event that we do not have a physical address on file for You, by electronic mail ("Notice") on your registered e-mail address.
- C. Next Broadcast Media's address for Notice is: Next Broadcast Media FZ LLC, Creative Tower, Fujairah Creative City, Fujairah, UAE.
- D. The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand").
- E. The Parties shall mutually appoint an arbitrator. The Arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of this arbitration provision or to the arbitrability of any claim or counterclaim.
- F. The arbitrator must follow this Agreement and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award any relief benefiting anyone but the parties to this Agreement. This arbitration provision will survive termination of the Agreement.