

# Terms & Conditions

## Terms of Use

Bula Vinaka and welcome to Rythm, which brings you the latest Fijian music - from pop hits to the golden oldies, from vude to gospel, we've got it all covered. As an authorised licensor of the bulk of Fijian music, Rythm gives you the chance for you to catch up with the latest from your favourite artists and the Fiji music scene. All content has been licensed from third parties and is protected by intellectual property laws. FijiLive/Webmasters Limited (the Company), and/or its subsidiary(ies) and/or affiliate(s), operates the Rythm app.

All music on the Rythm app is available for personal, non-commercial use only. If you are under 18, you should seek parental consent. Subscribers should also certify that they are the account holder or have the account holder's permission, and agree to our terms and conditions before subscribing. If you do not agree with the Terms, please do not use the Rythm app or service.

All content has been licensed from third parties and is protected by intellectual property laws. By agreeing to use the Rythm app and service:

- You agree that are the account holder or if you are under 18, you have the permission of a parent or guardian.
- If you are not the account holder, you agree that you are authorised by your company to use the services of Rhythm App and that charges incurred in the bills will be paid by your company.
- Rythm app is allowed for use to all prepay and Postpay customers. In the event where a company would like to un-subscribe for the services, the request must be channelled to the relevant account manager to blacklist the users.
- You agree to be bound by Rythm's policies and terms and conditions including allowing Rythm or the mobile network to deduct the subscription plan amount each month from your mobile phone credit in the case of a prepay user, and agree to allow Rythm or the mobile network to charge the subscription plan amount each month to your account, unless and until unsubscribed. For all Post-paid users, the subscription charges will be reflected in the monthly bills until and unless unsubscribed.
- You acknowledge and agree that the service provided is for your personal use and that you may not reproduce, duplicate, modify, perform, transfer, transmit, distribute, broadcast, sell, create derivative works of or otherwise make commercial use of the service.
- You agree that the company will have no liability to you, or any third party, for any modification, suspension or discontinuance or termination of the service and where such provisions are restricted, the company's liability shall be restricted solely to the sum paid for the service.
- You accept that there is no guarantee the service will be uninterrupted, timely, secure or error-free.
- If you cancel your subscription at any time for any reason, the company will not be liable to refund you any fees including any charges reflected under the account/monthly bills.
- Failure to comply with the policies, terms and conditions will immediately lead to a termination of this agreement.
- Vodafone reserves the right to enable/disable the service upon customer request.

We reserve the right to modify these terms, in whole or in part, at any time. This includes the right at any time to suspend, discontinue or permanently cancel the service, or parts thereof, including any content, without notice. If the service, or any part thereof, that you have subscribed to is permanently discontinued or cancelled, we will cancel your subscription and reimburse any fees related to such a service except for wrongful use or failing to comply with the policies, terms and conditions of the agreement. By continuing to use the Rythm app and service, or by

subscribing to any new plan constitutes your agreement with any changes to the terms and conditions.

## Copyright:

If you are a copyright owner and believe that any content included in Rythm infringes your copyright, please submit the following information to the company via the contact details provided here.

- Your name, address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works, a list of such works;
- The URL or a description to enable us to locate where the alleged infringing material is located;
- A statement by you that you have a belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.

Upon receipt of the written notification as outlined above, Rythm will use good faith, reasonable efforts to remove the material that is alleged to be infringing and forward a copy of the written notification to the alleged infringer.

**Privacy:** Any information we collect is to help us provide you with a better product and service. Your personal information will not be shared or disclosed unless required (see privacy policy).

**Licensing:** If you wish to use any content for commercial use, please contact us on [rythm@fijilive.com](mailto:rythm@fijilive.com) for licensing rights.

**Feedback:** We welcome any feedback, including about songs and artists you may want to hear on Rythm on [rythm@fijilive.com](mailto:rythm@fijilive.com) however we cannot guarantee that any request will be met.

We appreciate your feedback. Please use the form to contact us about your experience on Rythm, and what else you would like to help us make this better.

## Privacy Policy

Hello, and thank you for choosing to use the Rythm app and service. It is important that you read and understand our privacy policy as it explains why to provide you with this service, we need to collect some information about you, and what we do with this information.

FijiLive/Webmasters Limited, and/or its subsidiary(ies) and/or affiliate(s), operates the Rythm app and other services through any other mobile or internet connected device. The privacy policy is part of the terms of use for the Rythm app and service, and by using the Rythm app and service, you consent to our collection and use of the information you provide. This information includes that supplied by users as well as that transmitted while a user is navigating the app. If you do not agree with the terms of this policy, please do not use the Rythm app and service.

## User Registration Information

To use the Rythm app and service, you will be required to provide certain information during registration including: username, password, email address, sex, age/date of birth, etc. We may also collect information about you: mobile phone number, mobile phone company, occupation, interests, subscription, songs, playlists, activity, your interaction with third party applications including advertising, products and services offered, posted content, as well as any technical information including your IP address, unique device ID, network performance, browser and operating system, transaction and location information. This information is used to improve your user experience, improve the service, and send marketing (unless un-subscribed), billing, and promotional or customer service emails. Most of this information such as your name, activity, playlists, posted content, etc may be publicly available.

If you connect to the Rythm app and service using your Facebook ID, you agree to authorise Rythm to collect information to authenticate your registration, including your username and access credentials, as well as information on your Facebook account, including your name, profile picture, country, e-mail address, date of birth, gender, friends' names and profiles, etc. This information may be used to verify your credentials as well as enhance your user experience. Please note that this may also mean that your music likes and activity will be shared with others and may be published on Facebook. This may also apply to other content you share on other third party services. Any use of information collected by Facebook or any other third party is governed by their privacy policy.

You may also be required from time to time to update the registration or profile information to ensure it is correct. While we will try our best to enable you to access and change any information that may be stored by us, we reserve the right to decline any request, especially repetitive or impractical requests or those that may affect the privacy of other users. Some information may remain on our servers even after deletion for a period of time. Any information provided by you that is freely available or accessible in the public domain or any user submissions posted on the site is not considered to be private information.

If you do not provide the required information, we may not be able to provide you any or all the services on the site, and shall not be liable or responsible for the denial of service on this basis.

## **Tracking Information**

For a better user experience, Rythm may use cookies or similar tools to help us understand your interests. All this is used to deliver to you a service tailored to your request, to improve the app and user experience, and to determine the traffic and the locations from where it comes.

## **Payment Information**

When you register, or buy a paid subscription through the service, your information is collected and stored by a third party payment system provider. It is not stored by us although the provider may give us limited information to identify you.

## **Competitions**

We may run promotions from time to time for which we may seek information in addition to what you have already provided. This information shall be used as outlined in this policy.

## **Information to Third Parties**

Rythm may share personal information with third parties without prior user consent only under the following limited circumstances:

- When it is requested or required by law to verify a user's identity and especially in relation to cyber-crime investigations. This is done in good faith.

- To protect the rights of Rythm including enforcing the terms and conditions
- Allow affiliated companies and companies in the FijiLive Group to use the information as outlined in the privacy policy
- Present aggregated statistics to advertisers to help them understand the service and their potential audience.
- In case, you expressly give permission by opting in to sharing

### **Membership Age Restrictions**

This service is not for use by children and people under 18. If you are under 18, you will need the express permission of your parent or guardian to use this service.

### **Information Security**

Rythm takes all appropriate measures including encryption and firewalls to protect against unauthorised access to or unauthorised alteration, disclosure or destruction of personal data. You are advised to use a unique password, limit access to your device and log off after using the service. However, despite this, no measures are totally secure, and we cannot guarantee the security of the data.

### **Change of Policy**

Rythm reserves the right to change the privacy policy from time to time to accommodate changes in the law or as required. Any changes will be effective immediately and your continued use of the service will be deemed acceptance of these changes. You are thus advised to review the privacy policy from time to time to ensure that you are aware of any changes.

### **Suggestions/Complaints**

In case you have any questions/suggestions or grievances relating to the information you provided, please contact us at [rythm@fijilive.com](mailto:rythm@fijilive.com) with the following information:

1. The information you provided initially, and evidence that you are the owner of the information that is the basis for the complaint
2. Your address, telephone number or e-mail address.