

JIOSAAVN PODCAST TERMS AND CONDITIONS

1. INTRODUCTION

Saavn LLC a company incorporated in the State of Delaware, with a registered address of 64 Wooster Street, 2nd Floor, New York, NY 10012, on behalf of itself, and its parent company, Saavn Media Limited with a registered address of One BKC, 19th Floor, B Wing, G Block, Bandra-Kurla Complex, Bandra-East, Mumbai-400051 ("**JioSaavn**", "we", "us") engages in the distribution of music and other entertainment content via its branded software application "**JioSaavn**" and website "<https://www.jiosaavn.com/>" (collectively referred to as the "**Services**").

The following JioSaavn Podcast Terms and Conditions ("**Podcast Terms**") , when read with JioSaavn Podcast Distribution Agreement ("**Podcast Distribution Agreement**"), [JioSaavn's Terms of Use](#) (the "**Terms of Use**") and [JioSaavn's Privacy Policy](#) ("**Privacy Policy**" (collectively "**Agreements**"), comprise the terms and conditions that must be followed when you use the Services. The Agreements also explain the rights you give to JioSaavn for distribution and use of any and all web audio content, including podcasts, the metadata, photos, pictures graphics, artwork, texts, marketing materials, audio-visual content and related materials - that you submit to JioSaavn directly or via a third party for the use and distribution by JioSaavn on the Services (collectively referred to as "**Content**"). The Agreements will be binding legal agreements between you, a content creator/ owner, content provider, producer and/or distributor (referred to herein as "**you**", "**your**") and JioSaavn on behalf of itself, its parent company and its Affiliates including Saavn Media Private Ltd.

If you are acting on behalf of or representing a corporation or organization, you agree to the Podcast Terms for that organization and confirm that you have authority to bind that corporation or organization. In that case, "**you**" and "**your**" will refer to that corporation or organization.

If you wish to submit your Content for distribution by JioSaavn on the Services, you are required to agree to the Agreements. In the event of any conflict between a provision in the Terms of Use and the Podcast Terms, the provisions of this Podcast Terms will govern to the extent of said conflict. You acknowledge that you have read and understood the Agreements (have had the opportunity to review these Agreements, accept these Agreements, and agree to be bound by them.

If you do not accept or do not agree to (or cannot comply with) any of the terms and conditions set out in the Agreements, you may not and should not submit or upload any Content to the Service. By confirming that you accept these Agreements, and/or by submitting or uploading Content to the Service, you represent and warrant that you have read and understand the terms and conditions of the Agreements and that you will comply with them.

JioSaavn may make changes to the Agreements at any time in its sole discretion. JioSaavn will attempt to notify you of major or material updates to the Podcast Terms by placing a notice on the Services, by sending you an email, and/or by some other means. If you don't agree with the change to the Agreements, you have no obligation to continue to upload and submit Content to the Service and if you and you should remove any Content you uploaded and discontinue your use of the Services. If you continue to use the Services after a change to the Agreements will mean that you agree and accept the changes.

2. YOUR USE OF THE JIOSAAVN SERVICE

- a. The JioSaavn License to You: The Services and JioSaavn Intellectual Property (as defined below) are the property of JioSaavn or its licensors. The Services or JioSaavn Intellectual

Property are not sold or transferred to you. , JioSaavn is the sole owners of the Service even after you access the Service. JioSaavn grants you a limited, non-exclusive, revocable license to make use of the Service and a personal, limited, non-exclusive revocable license to use the Service for commercial use to submit your Content and receive and review any data about your Content on the Service (“**JioSaavn License**”). The JioSaavn License shall remain effective unless and until terminated by you or JioSaavn. You hereby promise and agree that you will use the Service solely as permitted by the Agreements and that you will not assign, transfer or redistribute the rights granted by JioSaavn to you herein.

- b. Your Acceptable Use of the JioSaavn Service: By using the Service, you agree to abide by the Agreements and you agree not to use the Service in any manner that is not expressly permitted by the Podcast Terms or the Agreements. Except for those rights expressly granted in the Agreements, JioSaavn grants no right, title, or interest to you in the Service, implicit or otherwise. All rights not specifically granted to you are expressly reserved by JioSaavn throughout the world and in perpetuity.

3. **YOUR CONTENT**

- a. You Own Your Content – JioSaavn hereby accepts and acknowledges that your use of the Services does not grant JioSaavn any right, title or interest in the Content, implicit or otherwise. All rights not expressly granted by you to JioSaavn herein, are expressly reserved for you throughout the World and in perpetuity
- b. Ownership/Control of Content – The Content you provide may only include content that you wholly own or otherwise are fully authorized to permit JioSaavn to distribute and use in accordance with and applicable laws and the Podcast Terms. You must therefore, by way of example, have all rights and authorizations necessary for the distribution and usage of the Content on the Services, as well as the sound recordings and musical and lyrical works embedded in the Content. You represent that, with respect to any Content which you submit or upload on JioSaavn, (a) such Content, or its use by JioSaavn does not violate the Agreements, applicable law, or the intellectual property (including without limitation copyright), or other rights of others of any other podcast provider, creator, artist, band, label, entity or individual without express written consent from such individual or entity, (b) no royalties or other fees will be payable by JioSaavn to any third party for the use of Content, and (c) all Content you submit to the Service is correct, accurate, and does not contain Objectionable Content (as defined in Section 3 (f) below)
- c. Delivery of Content. All Content (including all metadata and images) shall be delivered by you or an authorized third party to JioSaavn at no cost to JioSaavn and shall be delivered in accordance with delivery specifications specified in the Podcast Distribution Agreement
- d. Embedded Advertising. JioSaavn acknowledges and accepts that the Content may contain advertising and/or sponsorship messages. All advertising and sponsorship messages included in the Content is subject to the terms and conditions of the Podcast Terms. . You must also ensure that all advertising or sponsorship messages contained in the Content complies with JioSaavn’s Advertising and Editorial Policies which JioSaavn may update from time to time. You shall not use the JioSaavn name or brand marks in any advertising sales collateral without prior approval from JioSaavn. JioSaavn reserves the right to remove any Content that contains any embedded advertising and/or sponsorship messages that do not comply with the terms of this section.
- e. Restriction on Data. Notwithstanding anything mentioned in Section 3 (d) herein:
 - You may not use any data you obtain about a user in the Territory and who JioSaavn authorizes to access the Service (“**JioSaavn User**”) for any purpose other than for demographic targeting on the Services.
 - You are expressly prohibited from repurposing any data about JioSaavn Users or to retarget a JioSaavn User or append data to a non-public user profile, or to use any data derived from

JioSaavn User to build, create, develop, or supplement any segments, profiles, or similar records on any user, device, or browser.

- No data acquired by you in relation to usage of Content on the Services may be used for the purposes of targeting for advertisers.
 - You acknowledge that the Service is a free service that we are providing to you for use at our discretion. The Service may provide you with the ability to view usage data of your podcast and demographic data on your fans. You acknowledge that while we work hard to ensure the accuracy of the data, we do not guarantee that the Service or the data we collect from the Service will be available error-free or that mistakes, including mistakes in the data insights that we provide to you, will not happen from time to time. Where there is a glitch or mistake in the Service, we will take all reasonable efforts to address or correct these mistakes. You agree that you will hold us harmless against any damage, liability, or costs that you incur as a result of a mistake, error, or glitch in this free service or arising from your use of the data. All data is provided to you "As-Is." You use all such data provided by us at your sole risk and discretion.
- f. Restrictions on Content. You agree not to use, store, upload, modify, publish, transmit, update or share any information including Content that:
- belongs to another person or on behalf of another person and to which you do not have any right;
 - is grossly harmful, harassing, threatening, derogatory, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - harms minors in any way;
 - incites others to commit violence;
 - infringes any patent, trademark, copyright or other proprietary, publicity, privacy rights;
 - violates any law for the time being in force;
 - deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - results in impersonation of any person or entity, or falsely states or otherwise misrepresents your affiliation with a person or entity;
 - is someone's identification documents or sensitive financial information;
 - contains software viruses, bugs, Trojan horses, spyware, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation; or
 - is in contravention of terms of this Podcast Terms or applicable policies, or do not have a right to make available under any law or contractual or fiduciary relationship or is in violation

of any license or other agreement by which you are bound_

All content listed in Section 3 (f) above is “**Objectionable Content.**” You acknowledge and agree that posting any such Objectionable Content may result in immediate takedown of your Content from the Services.

- g. Your Withdrawal of Content from the Service. If it comes to your attention that any part of the Content that you have provided to JioSaavn is likely to infringe the rights of any third party or otherwise violate any of the Podcast Terms, if transmitted and communicated on the Services in accordance with this Podcast Terms, you may withdraw such Content from the Services, In the event that you withdraw Content, JioSaavn shall cease any further transmission of the Content as promptly as practicable.

4. **DISTRIBUTION OF CONTENT**

- a. Permission to Distribute. You hereby authorize JioSaavn - on a non-exclusive basis, - in the Territory and in connection with the Service, to_
- i. process the Content to the extent reasonably necessary to transmit and communicate to the public the Content;
 - ii. transmit and communicate to the public (i) media files of Content in any industry standard implementation of the digital media “streaming” format on a pre-programmed and on-demand basis to the Approved Devices of JioSaavn Users and (ii) the so-called “conditional download” format wherein the transmission of a media file results in a playable copy of the media file being deposited on the storage medium of a JioSaavn User’s Approved Device (“**Approved Format**”).
 - iii. transmit, communicate to the public and display metadata and images to JioSaavn Users via the Service properties and other public means for purposes of identifying and promoting the availability of the corresponding Content on the Service;
 - iv. transmit and communicate to the public Content through the API for display on the Services;
 - v. make and store on JioSaavn servers and Approved Devices such copies of Content as are reasonably necessary to enable JioSaavn to transmit and communicate to the public Content and communicate to the public and display images as permitted hereunder; and
 - vi. use the Content for internal research and development purposes.
 - vii. You further grant us the non-exclusive, irrevocable, fully paid, worldwide right to use your name, likeness, and photograph on the Services and in our marketing communications to advertise, market and promote the availability of the Content on the Services.
 - viii. For the avoidance of doubt, JioSaavn will determine, at its sole discretion, whether the Content will be distributed via the Services, and JioSaavn shall be entitled to use the Content in conjunction with all of the tiers, features and functionalities of the Services. Furthermore, you acknowledge that the Service may include advertisements and that JioSaavn has the right to present advertisements in connection with the Content.
- b. Takedowns. JioSaavn shall be under no obligation to include and/or distribute the Content via the Services and reserves the full right to remove any Content from the Services at its sole discretion. Without limiting the foregoing, JioSaavn shall have the right, in relation to all Content, to withdraw, with no liability whatsoever to JioSaavn and without prejudice to other remedies, with immediate effect, the Content from the Services if:

- i. JioSaavn is notified by you or otherwise becomes aware that the Content and/or the distribution thereof, is or may be in violation of any applicable laws or regulations, or constitute an unlawful act in relation to you, JioSaavn or any third party;
 - ii. JioSaavn is instructed to take such action by order of a competent court, government agency, the public prosecutor's office or other competent authority;
 - iii. any part of the Content that has been provided to JioSaavn is likely to infringe the rights of a third party if distributed by JioSaavn in accordance with the Agreements; or
 - iv. poses a reputational risk to JioSaavn.
 - v. you in any relevant way fail to fulfil your obligations under this Podcast Terms or is otherwise in breach of the Podcast Terms.
 - c. If you believe that the Content is not in violation, you may submit a counter-notification to JioSaavn with a request to restore the Content.

5. INTELLECTUAL PROPERTY

- a. Your Intellectual Property - Nothing in this Podcast Terms shall be construed to grant JioSaavn any title or ownership interest in the Content, your trademarks, logos, trade names, identifying slogans or similar intellectual property. For the avoidance of any doubt, as between you and JioSaavn, all copyright and other intellectual property rights in and to the Content shall be owned exclusively by you.
- b. JioSaavn's Intellectual Property - As between you and JioSaavn, all copyright and other intellectual property rights in and to the Service, JioSaavn or Saavn trademarks, JioSaavn or Saavn logos, JioSaavn or Saavn brands, tradenames, identifying slogans ("**JioSaavn Intellectual Property**") shall be owned exclusively by JioSaavn. For avoidance of doubt, nothing in this Podcast Terms shall be construed to convey, and you by virtue of this Podcast Terms shall not acquire, any ownership interest in any JioSaavn Intellectual Property. You shall not contest, or assist others in contesting, the validity, enforceability, ownership or title of any JioSaavn Intellectual Property.

6. CONFIDENTIALITY

Neither party may disclose to any third-party any Confidential Information, without the other party's prior written consent. Notwithstanding the foregoing, each Party may disclose the Confidential Information (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law; provided, however that the Party who is required to disclose the Confidential Information of the other Party shall use commercially reasonable efforts to minimize such disclosure and shall provide written notice (email will suffice) of such disclosure and consult with and assist the other Party in obtaining a protective order prior to such disclosure, or (ii) on a "need-to-know" basis under an obligation of confidentiality to its concerned employees, consultants, legal counsel, accountants, banks and other financing sources and their advisors.

7. REPRESENTATIONS and WARRANTIES

- a. Your Warranties to JioSaavn – You warrant and represent to JioSaavn that:
 - i. You are an individual of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to the Podcast Terms on your behalf). If you are entering into this contract on behalf of a company, entity or organization ("**Subscribing Entity**"), then you represent and warrant that you are an authorized representative of the Subscribing Entity with the authority to bind

the Subscribing Entity to the Podcast Terms;

- ii. You have the full right, power and authority to execute and perform this Podcast Terms and in respect thereof has been duly authorized by all necessary corporate action, including without limitation the authority to grant the rights set out in this Podcast Terms;
- iii. You assume full editorial control and responsibility of all Content;
- iv. The Content is not obscene, libellous, blasphemous or defamatory of any event and, or person deceased or alive, does not hurt the religious sentiment of any community, is not opposed to public policy in any manner whatsoever and or any other right of whatever nature of any third party.
- v. The Content does not threaten the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- vi. Without prejudice to your representations of herein, JioSaavn shall not be responsible for any of your unfulfilled obligations and/ or liabilities of and/ or losses, harm and injury caused to, any of its associates, vendors, agents, affiliates, employees, persons engaged by it, if any in relation to the Content.

b. JioSaavn's Warranties to You - JioSaavn warrants and represents the following:

- i. JioSaavn has the full right, power and authority to execute and perform this Podcast Terms;
- ii. JioSaavn will make reasonable efforts to keep the Services operational. However, JioSaavn makes no assurances that the Services will be available continuously on a 24hours x 7days/week x 365days/year basis. JioSaavn reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Services, with or without notice, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Services or any function or feature thereof. This section will be enforced to the extent permissible by applicable law.
- iii. The execution and performance of this Podcast Terms shall not constitute a breach of any agreement to which JioSaavn is a party or by which it is bound or otherwise violate the rights of any third party;
- iv. To remove the Content from the Services upon termination of this Podcast Terms or earlier expiration within five (5) business days of such termination or expiry date and agrees to provide written intimation confirming the same; and
- v. To take reasonable care to ensure that the Content is not being (i) altered, modified, edited in any manner except as otherwise expressly provided under this Podcast Terms; (ii) pirated or reproduced/distributed through JioSaavn to any platform other than on the Services or in any manner not permitted herein.

8. WARRANTY DISCLAIMER

THE FOLLOWING WARRANTY DISCLAIMER APPLIES TO THE FULLEST EXTENT PERMITTED BY LAW: WE ENDEAVOUR TO PROVIDE THE BEST SERVICE WE CAN, BUT YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE SERVICE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, JOSAAVN MAKES NO REPRESENTATIONS AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF SATISFACTORY

QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. JOSAAVN DOES NOT WARRANT THAT THE SERVICE IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. IN ADDITION, JOSAAVN MAKES NO REPRESENTATION NOR DOES IT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD-PARTY APPLICATIONS, USER CONTENT, OR ANY OTHER PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. YOU UNDERSTAND AND AGREE THAT JOSAAVN IS NOT RESPONSIBLE OR LIABLE FOR ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF THIRD PARTY APPLICATIONS OR PRODUCTS OR SERVICES ADVERTISED ON OR THROUGH THE SERVICES, YOU SHOULD USE YOUR JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM JOSAAVN SHALL CREATE ANY WARRANTY ON BEHALF OF JOSAAVN IN THIS REGARD.

9. **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES WILL JOSAAVN, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF OR RELATING IN ANY WAY TO (I) THE SERVICE, INCLUDING ANY CHANGES JOSAAVN MAY MAKE TO THE SERVICE, (II) YOUR USE OR THE INABILITY TO USE THE SERVICE, (III) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN THE SERVICE OR ANY CONTENT ON THE SERVICE, (IV) ANY BUGS, VIRUSES OR TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR VIA THE SERVICES BY ANY THIRD PARTY, (V) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA, OR (VI) ANY ACTION TAKEN AGAINST YOU BY A THIRD PARTY WITH RESPECT TO ANY ALLEGED INFRINGEMENT OF SUCH PARTIES THIRD PARTY'S RIGHTS RELATING TO THE CONTENT OR YOUR USE OF THE SERVICE, WHETHER BASED ON CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT JOSAAVN HAD BEEN ADVISED ABOUT THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED; OR (3) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES AND OR ANY CONTENT ON THE SERVICES BE MORE THAN THE AMOUNTS PAID BY YOU TO JOSAAVN DURING THE PRIOR TWELVE MONTHS IN QUESTION, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW

Nothing in the Agreements removes or limits JioSaavn's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, and, if required by law, gross negligence. Some aspects of this section may not apply in some jurisdictions if prohibited by law.

10. **INDEMNIFICATION** - You agree to defend, indemnify and hold JioSaavn and its officers, directors, employees and representatives harmless from and against any and all liabilities, damages, awards, settlements, losses, claims and expenses (including but not limited to attorney's fees and costs of investigation) due to or arising from:

- Your use of the Service,
- Your violation of any term of these Podcast Terms,
- Any claim by a third party of infringement of any third party right, including but not limited to any copyright or other intellectual property right, property right or privacy right, by you, the Content and/or JioSaavn's use of the Content in accordance with the terms of this Podcast Terms; or
- Any claim that the Content has caused any damage to a third party (including but not limited to claims that the Content has caused damage to any personal rights).

11. **TERM AND TERMINATION**

- a. **Term**: The term of this Podcast Terms will commence on the date of acceptance by you (the "**Effective Date**") and will continue to apply to you until terminated by either you or JioSaavn.

- b. Termination for Convenience. Either party may terminate this Podcast Terms at any time by sending written notification to the other party (email will suffice). You may also terminate the Podcast Terms by removing all Content and related material from the Service and thereafter ceasing to use the Service, provided that you also provide JioSaavn notice informing that you have terminated the Podcast Terms.
- c. Repeat Infringer Suspension. JioSaavn may terminate this Podcast Terms and/or, alternatively in JioSaavn's sole discretion, permanently or temporarily suspend with immediate effect your ability to provide Content to JioSaavn in the event that, in JioSaavn's reasonable determination, you are identified as a repeat infringer.
- d. Additional Termination Rights. In addition to the right of termination set forth in Section 12.2 and 12.3, either party shall have the right to terminate this immediately in the event of the other party's making an assignment for the benefit of its creditors, the filing of a voluntary or involuntary petition under any applicable bankruptcy or insolvency law, or the appointment of a trustee or receiver or any equivalent thereof for the other party or its property. For the avoidance of any doubt, all rights granted by you to JioSaavn herein shall revert to you upon termination of the Podcast Terms.

12. **SURVIVING TERMS** - All terms and provisions of this Podcast Terms that by their nature should survive the termination of an agreement shall survive the termination of this Podcast Terms.

13. **NOTICE**

- a. General - Any notice to be given by you shall be in writing and shall be deemed duly served delivered by prepaid registered post or through a delivery service/courier to the addressee at the addresses as set forth below, or as subsequently modified by written notice. Any notice served by prepaid registered post shall be deemed served five (5) days after posting, on the day sent if sent by email.
- b. In proving a service of any notice, it shall be sufficient to prove in the case of a letter, that such letter was properly stamped, addressed, and placed in the post or delivered or left at the address of addressee as set forth below, or as subsequently modified by written notice for the purposes of this Podcast Terms.
- c. To JioSaavn: Via both, (i) personal delivery, courier, certified or registered mail return receipt requested and (ii) Email.

Saavn, LLC
64 Wooster Street – 2nd Floor
New York, NY 10012

or

Saavn Media Private Limited
One BKC, 19th Floor, B Wing,
G Block, Bandra-Kurla Complex,
Bandra- East, Mumbai-400051

Email: legalnotice@jiosaavn.com

- d. To You: Via either (i) personal delivery, express courier, or certified or registered mail, return receipt requested OR (ii) email, to the addresses furnished by you when submitting or uploading the Content to the Service.

14. GENERAL TERMS

- a. Relationship of the Parties: You hereby acknowledge that you and JioSaavn, as Parties to this Podcast Terms are independent of each other. Neither Party shall have any right, power or authority to enter into any agreement or memorandum of understanding for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party and does not undertake to perform any of Your regulatory or statutory obligations. This Podcast Terms shall not be interpreted or construed to create an association, joint venture, agency, collaboration or partnership between the Parties or to impose any liability attributable to such relationship upon either Party.
- b. Similar Agreements. Nothing will be deemed to limit or restrict either party from entering into similar agreements with any other person or from offering services similar to the other Party.
- c. Marketing and Publicity. JioSaavn shall have the right to market, advertise and promote the Content via any of JioSaavn's marketing/advertising channels used from time to time, such as but not limited to television, radio, print and the Internet, in the customary manner employed by JioSaavn for comparable content.
- d. No Third-Party Beneficiaries. Except as may be expressly set forth herein, nothing in this Podcast Terms shall be deemed or interpreted to create any third-party beneficiaries, or confer any rights in any third parties.
- e. Assignments. This Podcast Terms will be binding upon and inure to the benefit of the parties, their respective personal representatives, and permitted successors and assigns. You may not assign or transfer this Podcast Terms, or any rights or licenses granted hereunder, in whole or in part, to any third party without JioSaavn's prior written consent. JioSaavn reserves the right, at its sole discretion, to assign or transfer any of its rights and delegate any of its duties hereunder, in whole or in part, to any affiliate or any successor to substantially all of its assets (whether by acquisition, merger, sale of assets or other type of transfer).
- f. Use of Third Parties by JioSaavn. JioSaavn shall be permitted to use the services of a third-party contractor to assist it in hosting and transmitting Content as permitted hereunder, in each instance solely for the benefit of JioSaavn and on JioSaavn's behalf, via an API or otherwise. JioSaavn shall also be permitted to offer the Service, and co-branded and white-labeled versions thereof, through partners.
- g. Governing Law and Jurisdiction. Each party is responsible for complying with laws and regulations applicable to its business and Content. This Podcast Terms shall be governed by and construed in accordance with the laws of the Republic of India, without regard to its conflicts of law provision thereof. Exclusive jurisdiction and venue for actions arising out of this Podcast Terms shall be in the courts of Mumbai and the Parties hereby consent to the jurisdiction of such courts with respect to any such action.
- h. Severability. If any provision of this Podcast Terms or any portion thereof is held to be invalid and unenforceable, then the remainder of this Podcast Terms shall nevertheless remain in full force and effect.
- i. Waiver. Waiver by one Party hereto of breach of any provision of this Podcast Terms by the other shall not operate or to be construed as a continuing waiver. The failure of JioSaavn at any time or times to require full performance of any provision hereof will in no manner affect the right of JioSaavn at a later time to enforce the same.
- j. Entire Agreement. This Podcast Terms, [JioSaavn's Privacy Policy](#) ("**Privacy Policy**") and [JioSaavn's Terms of Use](#) and any annexures attached hereto constitute the entire understanding and agreement of the Parties and any and all prior agreements, understandings and

representations are hereby terminated and cancelled in their entirety and are of no further force and effect.

- k. Force Majeure. Neither party will be in violation of this Agreement if a failure to perform is due to an event beyond either Party's control (a "**Force Majeure Event**"), such as significant failure of a part of the power grid, sabotage, denial of service attack, significant failure of the internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry, provided that if a Force Majeure Event continues beyond 30 days, the performing Party may terminate this Agreement.