

## INTRODUCTION

FragRadio provides an online multiplayer gaming community service through the Site that enables you to listen to our Radio Player using our web based page, in-game plugins, our mobile applications. Or additionally any third party websites or applications.

## USE OF WEBSITE

This website ("**site**"), is a website owned and operated by FragRadio ("**FragRadio**", "**we**", "**us**" or "**our**").

These terms and of use ("**Terms**") (together with the documents referred to herein) set out the terms on which you may use our Site together with the radio player which is accessible via our Site (the "**Radio Player**"). Please read these Terms carefully before you start to use our Site or Radio Player. By using or accessing our Site or Radio Player (whether you access the Site or Radio Player on your computer or on a handheld mobile device), you agree to be legally bound by these Terms. If you do not agree to be bound by these Terms, please do not use our Site or Radio Player. Our ("**Privacy Policy**") explains how we use your information and forms part of these Terms.

Additional terms may apply to particular services offered by us ("**Additional Terms**"). These Additional Terms will be set out at the point of access to the relevant service but also form part of these Terms to the extent that they are applicable. If there is any inconsistency between the Additional Terms for a particular service and these Terms, the Additional Terms will take precedence to the extent that there is any inconsistency.

## INTELLECTUAL PROPERTY RIGHTS

Unless otherwise stated, the content of our Site and Radio Player (including without limitation, software, graphics, text, data, images, designs, compilations, databases, targeting information, interactive features, advertisements, and the trademarks, logos, domain names, trade names, service marks, trade identities, any and all copyright material (including source and object code), and all other materials related to our site) (the "**Content**") is protected by applicable copyrights, trademark rights, database rights and other proprietary rights. Bauer Radio (and/or our licensors) own the Content. Nothing in these Terms grants you a right or licence to use the Content except as expressly provided herein.

Subject to strict compliance with these Terms, we grant you a limited, personal, non-exclusive, non-commercial, revocable, non-assignable and non-transferrable licence to use our Site and/or our Radio Player and to view, download for caching purposes only and print pages from our Site for your own personal or domestic use.

## RULES OF ACCEPTABLE USE

Use of our Site and/or Radio Player that is inconsistent with these stated purposes is strictly prohibited. Your use of our Site and/or Radio Player is subject to the following rules which, by your use our Site and Radio Player, you are deemed to accept (and which amount to a non-exhaustive list of prohibited acts):

You must not:

- Use our Site and/or Radio Player for any illegal or unlawful purpose;
- Use our Site and/or Radio Player for any purpose other than your own private or domestic purpose;
- Alter, adapt, modify, copy or create a derivative work from our Content.

## YOUR PERSONAL DATA

When with some services offered on our Site it may be necessary for you to provide some personal information to us. We will keep your personal information secure and will use it only in accordance with our Privacy Policy. All personal information held by us will be held in accordance with the terms of applicable data protection laws.

## LINKING TO OUR WEBSITE

We welcome 'hot links' and deep-links to our Site and/or Radio Player, by which we mean that you may include a link to any page of our Site or Radio Player on other websites, provided that you do not use such link in any way which would imply partnership, affiliation, endorsement or sponsorship of any service or product or which may bring us or the other brands in our group into disrepute. You may not display the Content or allow it to be displayed surrounded or framed or otherwise surrounded by material not originating from us without our consent. If you would like to license our material, please email [partners@fragradio.com](mailto:partners@fragradio.com).

## THIRD PARTY LINKS

Our site may contain hyperlinks to websites and resources owned and operated by third parties. These third party websites and resources have their own terms of use and privacy policies which you will need to comply with. We have no control over third party websites or resources and we are not responsible for the availability of such websites and resources. We do not accept any responsibility or liability for any third party websites and resources and your access and use of such services and content is at your own risk.

Third party links do not imply that FragRadio endorses, is affiliated or associated with any linked website, or is legally authorised to use any intellectual property accessible through such links; third party links are provided to you for convenience only.

## NOTICE AND TAKEDOWN

If you are a rights owner (or acting on behalf of a rights owner) and believe that any User Content infringes your copyright, you must provide us with a written notice by email to [hello@fragradio.com](mailto:hello@fragradio.com) which states:

1. that you are the rights owner or are authorised to act on the rights owner's behalf;
2. that you have identified Content on our Site and/or Radio Player which infringes your copyright (or infringes the copyright of a third party on whose behalf you are entitled to act, if applicable) and you believe in good faith that use of the Content in the manner complained of is not authorised by you, the rights owner's agent or by law;
3. a description of the copyright work that you claim has been infringed which should include, the type of work (such as a photograph or a video clip) and any relevant further details;
4. a description of the way in which the copyright material has been infringed;
5. information reasonably sufficient to permit us to locate the Content in question on our Site or Radio Player (including a URL specifying the date our Site and/or Radio Player was accessed and/or a screen shot);
6. information that will enable us to contact you, such as your name, a postal address, telephone number and, if available, an email address (these contact details may also be provided to the alleged infringer so that they may contact you directly, in order to attempt to resolve the complaint amicably);
7. your electronic or physical signature (which may be a scanned copy); and
8. that the information in the notification is true and accurate.

## **ADVERTISING AND SPONSORSHIP**

Our Site and Radio Player may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on our Site and/or Radio Player complies with applicable law and regulation. FragRadio does not assume responsibility for any error or inaccuracy in any advertising or sponsorship material.

## **TERMINATION AND SUSPENSION**

We reserve the right to modify, suspend or discontinue any service offered by us or any part of it (including the availability of any features of or pages on our Site or Radio Player) at any time and without notice or liability to you. We are also entitled to suspend or terminate your membership or access to any part of our Site or Radio Player at any time if you breach these Terms.

Notwithstanding the above, we will try to warn users that their access to our Site and/or Radio Player and/or their membership may be suspended or terminated.

## **DISCLAIMER**

You use our Site and/or Radio Player and the services offered by us at your own risk. Our Site and/or Radio Player, the Content, and other services offered by us are provided "as is" and on an "as available" basis. The Content and information displayed on our Site and/or Radio Player is provided without any warranties as to its completeness or accuracy.

We do not guarantee that our Site and/or Radio Player, the Content or any services offered by us will always be available or be uninterrupted, timely, secure or free from bugs, viruses, errors and omissions.

To the fullest extent permitted by law, FragRadio (including its officers, employees and agents) expressly excludes conditions, representations, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and any liability incurred by any user of our Site and/or Radio Player, including, without limitation, any liability for:

1. loss of revenue, income, profits, contracts, business, goodwill, anticipated savings, reputation, data or information;
2. wasted management or office time; and
3. any other loss or damage of any kind, however arising and whether caused by tort (including, but not limited to, negligence), breach of contract or otherwise, even if foreseeable whether arising directly or indirectly.

Nothing in these Terms excludes or limits our liability for: (a) death or personal injury caused by our negligence; (b) the tort of deceit; or (c) any other liability which cannot be excluded or limited under applicable law.

## **SEVERABILITY**

If any term of these Terms is held to be unlawful and/or unenforceable, it shall be severed and deleted from these Terms and the remainder of these Terms shall remain valid and enforceable.

## **INDEMNITY**

You agree to indemnify us and keep us fully and effectively indemnified from and against all claims, damages, expenses, costs and liabilities (including legal fees) relating to or arising from your use of our Site and/or Radio Player, the Content or any services offered by us, or arising from any breach of these Terms by you or your violation of any law or third party rights.

## VARIATION

We reserve the right to vary these Terms at our sole discretion. Such variations become effective immediately upon the posting of the varied Terms on our Site. By continuing to use our Site and/or Radio Player you will be deemed to accept such variations. Please check our Site regularly to ensure you are familiar with the current version of the Terms and our Privacy Policy. If you do not accept any of the modifications, revisions or amendments to these Terms, you should stop using our Site and our Radio Player and the services offered by us immediately.

## ENTIRE AGREEMENT

These Terms, together with our Privacy Policy, Competition Terms and any Additional Terms, constitute the entire agreement between you and us in relation to your use of our Site and/or Radio Player and supersede all previous agreements in respect of such use.

## COMPLAINTS

We have the right (but not the obligation) at our sole discretion to remove any Content on our Site and/or Radio Player without the need to give any reasons for doing so.

Notwithstanding the foregoing, you can report any abuse or complain about any Content on our Site and/or Radio Player by sending an email to [hello@fragradio.com](mailto:hello@fragradio.com) outlining your complaint.

## LAW AND JURISDICTION

These Terms are governed by English law, and any disputes will be subject to the exclusive jurisdiction of the English courts.

These Terms were last updated in **APRIL 2015**