

# MOD Audio Terms of Use

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## MOD AUDIO TERMS OF USE

This summary is not a legal document. The complete Terms of Use are listed further below.

### Terms (Summarized):

- Because of the way our content licensing works, you are governed by copyright laws of the United States of America. You have to be at least 13 years old to register with MOD Audio.
- Your User name and account password is not to be shared with others.
- Files cannot be shared nor any attempts to do so.
- Except as set forth below in Section 2.1, MOD AUDIO is for personal use only.
- You can't use MOD AUDIO to forward any content (or portion of content), and you have to listen to it through MOD Audiudio.org or on a device officially supported by MOD AUDIO, within its media player.
- Content is being streamed live and stored on your storage device. Data rates are subject to your carriers rates. MOD Audio is not responsible for data overages.
- Do not use MOD AUDIO if you do not agree to the Terms of Use. Your use of MOD AUDIO means you agree to the Terms of Use.



MOD AUDIO  
TERMS OF USE  
(EFFECTIVE AS OF April 1, 2012)

**PLEASE READ CAREFULLY**

Should you have any questions concerning this Agreement, or need technical support, you may contact MOD AUDIO support by emailing [info@modaudio.org](mailto:info@modaudio.org).

This MOD AUDIO Terms of Use Agreement (this "Agreement") is a legal agreement between you and MOD AUDIO ("MOD AUDIO", "we", "us" or "our") providing, among other things, the terms and conditions for your use of MOD AUDIO's streaming music and content services (collectively, the "MOD AUDIO Services"), including but not limited to delivery via our Web site [<http://www.modaudio.org>] (the "Site"), a mobile device, or otherwise.

We may from time to time modify these terms of use and will post a copy of the amended Agreement at <http://www.modaudio.org/terms>. If you do not agree to, or cannot comply with, the Agreement as amended, you must stop using the MOD AUDIO Services or, if applicable, cancel your MOD AUDIO Services subscription. You will be deemed to have accepted the Agreement as amended if you continue to use any of the MOD AUDIO Services after any amendments are posted on the Site.

**PARENTAL ADVISORY.** IF YOU ARE A USER BETWEEN THE AGES OF 13 AND 17, PLEASE REVIEW THESE TERMS OF USE WITH YOUR PARENTS. THE MOD AUDIO SERVICES ARE NOT DESIGNED FOR USE BY CHILDREN UNDER THE AGE OF 13 AND WE DO NOT INTENTIONALLY COLLECT PERSONAL INFORMATION FROM CHILDREN ON OUR SITE. BECAUSE THE MOD AUDIO SERVICES MAY PROVIDE ACCESS TO MUSIC OR OTHER CONTENT THAT CONTAINS EXPLICIT CONTENT INCLUDING STRONG LANGUAGE OR DEPICTIONS OF VIOLENCE, SEX OR SUBSTANCE ABUSE, PARENTAL DISCRETION IS ADVISED FOR ALL USERS AGES 13 TO 17.

# MOD Audio Terms of Use

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THIS AGREEMENT CONTAINS WARRANTY AND LIABILITY DISCLAIMERS. BY USING OR SUBSCRIBING TO THE MOD AUDIO SERVICES, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IN ORDER FOR YOU TO HAVE ACCESS TO THE MOD AUDIO SERVICES, THIS AGREEMENT MUST BE ACCEPTED BY YOU WITHOUT ANY MODIFICATIONS, ADDITIONS, OR DELETIONS. IF YOU DO NOT AGREE TO THE TERMS OF USE CONTAINED IN THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE THE MOD AUDIO SERVICES. YOU MAY BE DENIED ACCESS TO THE MOD AUDIO SERVICES, WITH OR WITHOUT PRIOR NOTICE TO YOU, FOR NONCOMPLIANCE WITH ANY PROVISION OF THIS AGREEMENT.

## 1. AUTHORIZED USERS

**1.1 Age Requirement; Authority.** In order to use any of the MOD AUDIO Services, you must be at least 13 years of age. You represent that (i) you have read and understood, and that you agree to be bound by, this Agreement, and (ii) you are at least 13 years old. If you do not agree to, or cannot comply with, any of the terms and conditions of this Agreement, please do not check the acceptance box and do not attempt to access any of the MOD AUDIO Services.

**1.2 Registration.** To use any aspect of the MOD AUDIO Services, you are required to register and provide certain information, including a member or user name, a password and a valid email address (the "Account Information"). You agree to provide accurate Account Information and to update your Account Information as necessary to keep it accurate. MOD AUDIO will use your Account Information in accordance with its privacy policy [[www.MODAUDIO.ORG/INFO](http://www.MODAUDIO.ORG/INFO)]. By providing MOD AUDIO your email address, you consent to our using the email address to send you Service-related notices, including among other things notices required by law, in lieu of postal mail. You may not opt out of Service-related e-mails. We may also use your email address, or for subscribers to mobile Services, your mobile telephone number, to send you other messages, including information about MOD AUDIO and special offers. You may opt out of such email by changing your account settings or by emailing [support@modaudio.org](mailto:support@modaudio.org). You may also opt out of non-Service-related emails by sending mail to the following postal address:

Customer Support  
Media On Demand Audio  
2520 Ave. K #700-734  
Plano Texas, 75074

Opting out may prevent you from receiving messages regarding MOD AUDIO or special offers.

**1.3 Account Confidentiality.** You agree that you will not allow others to use any aspect of your Account Information. You have responsibility for taking steps to maintain the confidentiality and security of your account. You agree to notify us immediately of any unauthorized use of your password and/or account. MOD AUDIO will not be responsible for any losses arising out of the unauthorized use of your member name, password and/or account and you agree to indemnify and hold harmless MOD AUDIO, its partners, subsidiaries, agents, affiliates and/or licensors, as applicable, for any improper, unauthorized or illegal uses of the same.

**1.4 Security.** To prevent unauthorized access, to maintain data accuracy, and to ensure the appropriate use of Account Information, MOD AUDIO uses appropriate physical, technical and administrative procedures to safeguard the information we collect.

We use Secure Sockets Layer (SSL) encryption when collecting or transferring sensitive data such as credit card information. SSL encryption is designed to make the information unreadable by anyone but us.

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Credit card numbers are used only for processing payments and are not used for other purposes.

## 2. LICENSE TO MOD AUDIO SERVICES

### 2.1 License Grant.

A. MOD AUDIO grants to you a limited, non-exclusive, non-transferable license to access and use the MOD AUDIO Services in the United States for personal non-commercial purposes only. If you subscribe to any of the MOD AUDIO Services, this license is contingent upon your payment of any applicable subscription fees and your compliance with any other terms and conditions applicable to you as a subscriber. Any violation by you of the license provisions contained in this Section 2.1 may result in the immediate termination of your right to use the MOD AUDIO Services. MOD AUDIO reserves all right, title and interest not expressly granted under this license to the fullest extent possible under applicable laws. ANY USE OF THE MOD AUDIO SERVICES NOT SPECIFICALLY PERMITTED UNDER THIS AGREEMENT IS STRICTLY PROHIBITED.

**2.2 Updates.** MOD AUDIO may from time to time make available to all users of the MOD AUDIO Services, updates at no cost or subject to additional fees in MOD AUDIO's sole discretion. "Updates" means any updates, upgrades or error corrections to the MOD AUDIO Services that MOD AUDIO makes available generally to users of the MOD AUDIO Services. Notwithstanding anything else contained in this Agreement, MOD AUDIO will have no obligation to continue producing or releasing new versions of the MOD AUDIO Services or any updates thereto.

## 3. RESTRICTIONS

You agree that you will not:

3.1 use the MOD AUDIO Services to reproduce copyrighted materials;

3.2 copy, store, edit, change, prepare any derivative work of or alter in any way any of the content streamed through the MOD AUDIO Services;

3.3 make the MOD AUDIO Services available over a network (other than MOD AUDIO's network) where it could be used by others;

3.4 provide your password to any other person;

3.5 translate, reverse engineer, disassemble, modify or create derivative works based on the MOD AUDIO Services or any portion of them;

3.6 circumvent any technology used by MOD AUDIO or its licensors to protect content accessible via the MOD AUDIO Services;

3.7 rent, lease or sublicense any of the MOD AUDIO Services; or

3.8 use the MOD AUDIO Services in any way that violates the terms of this Agreement.

## 4. COPYRIGHTS

# MOD Audio Terms of Use

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As between you and MOD AUDIO, you acknowledge that MOD AUDIO owns or has a license to all title and copyrights in and to the MOD AUDIO Services. All title and intellectual property rights in and to the licensed content in the MOD AUDIO Services is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties and subject to use restrictions under such laws or treaties.

## 5. MOD AUDIO TRADEMARKS AND THIRD-PARTY TRADEMARKS

The following are registered trademarks or trademarks of MOD AUDIO: MOD AUDIO, and its design logo, as well as certain other MOD AUDIO trademarks, service marks, graphics, and logos (collectively, the "MOD AUDIO Trademarks") used in connection with the MOD AUDIO Services. The MOD AUDIO Services may contain third-party trademarks, service marks, graphics, and logos. You are not granted any right or license with respect to MOD AUDIO Trademarks or the trademarks of any third party.

## 6. SECURITY

The MOD AUDIO Services use technology to protect the digital information provided by MOD AUDIO from unauthorized use. Your use of the MOD AUDIO Services may be limited by such technology. You acknowledge that, from time to time, MOD AUDIO may modify or discontinue using such technology. Security modifications made by MOD AUDIO may from time to time include required updates to the MOD AUDIO Services. **IF YOU ATTEMPT TO VIOLATE OR CIRCUMVENT ANY SYSTEM OR NETWORK SECURITY COMPONENTS OR TECHNOLOGY, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL LIABILITY.**

## 7. PRIVACY POLICY

MOD AUDIO cares about your privacy. It is important that you read and understand the terms of MOD AUDIO's [Privacy Policy](#). MOD AUDIO may cooperate with and disclose information (including your Account Information) to any authority, government official without giving any notice to you, in connection with any investigation, proceeding or claim arising from an asserted illegal action or infringement due to your use of the MOD AUDIO Services.

## 8. TERM

This Agreement will remain effective until terminated by you or terminated by us; provided that Sections 3 5 and 9 - 13 will survive termination and continue in effect.

## 9. DISCLAIMERS

9.1 THE MOD AUDIO SERVICES (INCLUDING ANY SOFTWARE CONTAINED THEREIN) AND ANY UPGRADES OR PLUG-INS AND ANY LICENSED CONTENT ARE LICENSED TO YOU "AS IS." ANY USE OF THE MOD AUDIO SERVICES WILL BE AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOD AUDIO DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. MOD AUDIO MAKES NO REPRESENTATIONS OR GUARANTEES THAT THE MOD AUDIO SERVICES WILL BE FREE FROM LOSS, DESTRUCTION, DAMAGE, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND MOD AUDIO DISCLAIMS ANY LIABILITY RELATING THERETO.

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9.2 MOD AUDIO MAKES NO GUARANTEES, REPRESENTATIONS, OR WARRANTIES THAT USE OR RESULTS OF THE USE OF THE MOD AUDIO SERVICES WILL BE ACCURATE, RELIABLE, CURRENT, UNINTERRUPTED OR WITHOUT ERRORS. WITHOUT PRIOR NOTICE, MOD AUDIO MAY MODIFY, SUSPEND, OR DISCONTINUE THE MOD AUDIO SERVICES (INCLUDING ANY CONTENT) OR YOUR USE OF THEM. WHENEVER MOD AUDIO ELECTS TO MODIFY, SUSPEND, OR DISCONTINUE THE MOD AUDIO SERVICES, IT WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY.

9.3 YOU ACKNOWLEDGE THAT YOUR SUBMISSION OF ANY INFORMATION TO US IS AT YOUR OWN RISK. MOD AUDIO DOES NOT ASSUME ANY LIABILITY TO YOU WITH REGARD TO ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

9.4 YOU UNDERSTAND THAT YOU MAY ENCOUNTER OFFENSIVE, INDECENT OR OTHER OBJECTIONABLE CONTENT WHEN USING THE MOD AUDIO SERVICES. MOD AUDIO WILL HAVE NO LIABILITY TO YOU FOR ANY SUCH CONTENT.

9.5 THE CONTENT, PRODUCTS, AND SERVICES AVAILABLE THROUGH THE MOD AUDIO SERVICES ARE CONTENTS THAT BELONG TO THIRD PARTIES. YOU ACKNOWLEDGE THAT MOD AUDIO ASSUMES NO RESPONSIBILITY FOR SUCH CONTENT, PRODUCTS OR SERVICES.

## 10. LIMITATION OF LIABILITY

10.1 IN NO EVENT WILL MOD AUDIO BE LIABLE TO YOU FOR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, CORRUPTION OF FILES, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS) EVEN IF MOD AUDIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MOD AUDIO OR OTHERS WILL CREATE A WARRANTY AND NEITHER YOU NOR ANY THIRD PARTY MAY RELY ON ANY SUCH INFORMATION OR ADVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY OR MAY NOT APPLY TO YOU.

## 11. INDEMNITY

YOU WILL INDEMNIFY AND HOLD MOD AUDIO, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY SUITS OR CLAIMS ARISING OUT OF (I) YOUR BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY INFRINGEMENT BY YOU OF THE COPYRIGHT OR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) YOUR USE OF THE MOD AUDIO SERVICES.

## 12. GENERAL INFORMATION

12.1 MOD AUDIO or its business partners may present advertisements or promotional materials via the MOD AUDIO Services. Your dealings with, or participation in promotions of any third-party advertisers via the MOD AUDIO Services are solely between you and such third party and your participation is subject to the terms and conditions associated with that advertisement or promotion. You agree that MOD AUDIO is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties via the MOD AUDIO Services.

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12.2 The MOD AUDIO Services may present links to third-party Web sites or third-party services not owned or operated by MOD AUDIO. We are not responsible for the availability of these third-party sites or services or their contents. You agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with your use of or reliance on any content of any such third-party site or services or goods or services available through any such third-party site or service.

12.3 The MOD AUDIO Services are owned or licensed by MOD AUDIO and are protected by United States copyright laws and international treaty provisions. You will not sublicense, assign, or transfer the license granted to you under this Agreement. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations in violation of the provisions of this Agreement is void.

12.4 This Agreement will be governed by the laws of the State of Texas. The exclusive jurisdiction for any claim, action or dispute with MOD AUDIO or relating in any way to your use of the MOD AUDIO Services will be in the state and federal courts of the State of Texas and the venue for the adjudication or disposition of any such claim, action or dispute will be in the County of Dallas, Texas.

12.5 Should you have any questions concerning this Agreement or need technical support, you may contact MOD AUDIO emailing [support@modaudio.org](mailto:support@modaudio.org).

12.6 MOD AUDIO may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email, mobile text message, written or hard copy notice, or through conspicuous posting of such notice on Site, as determined by MOD AUDIO in its sole discretion. MOD AUDIO reserves the right to determine the form and means of providing notifications to you, provided that you may opt out of certain means of notification as described in this Agreement.

**YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND WILL BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT REPRESENTS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US.**

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