# **TERMS & CONDITIONS**

UPDATED: 14/01/2024 NEXT REVIEW IN: 2 YEARS

## Terms of Services The following terms of service is an agreement between you (user of the services) provided by us RadioWiki Network.

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By accessing and using RadioWiki Network websites and any of its content you hereby agree to RadioWiki Network Terms of Services, do not continue to use radiowiki.net or any of its subdomains or other own domains if you do not accept all of the terms of services stated. The following terminologies apply to all of the RadioWiki Network policies including but not limited to Terms of Services, Privacy Policy, Refund Policy, Cookie Policy, Station Policy.

Privacy Statement and Disclaimer Notice and all Agreements: "Client", "User", "You" and "Your" refers to you, the person accessing this website and accepting RadioWiki Network Terms and Conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves.

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of the provision of the Company's stated services, in accordance with and subject to, prevailing law of United Kingdom. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Services from time to time. We will alert you about any changes by updating the "Last updated" date of these Terms of Services, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply.

You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Services by your continued use of the Site after the date such revised Terms of Services are posted. The Site is intended for users who are at least 13 years of age as per Discord TOS.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Site. If you are a minor, you must have your parent or guardian read and agree to these Terms of Services prior to you using the Site.

### RADIOWIKI

**Account and Logging In:** In order to log in to this website, you're required to authenticate using your Discord account (discord.com). You are responsible for any security breaches of your Discord account and thus RadioWiki Network will not be held responsible.

We ask that you inform RadioWiki Network if you experience issues with your Discord account. You are fully responsible for everything that comes out from your Discord account to RadioWiki Network and thus RadioWiki Network shall not be held responsible.

**Official RadioWiki Network Web Usage:** To ensure the proper function of RadioWiki Network you must not:

Attempt to exploit and/or abuse the web.

Violate Discord and/or RadioWiki Network Terms of Services.

Violate and or abuse the name of RadioWiki Network in the following but not limited ways:

→ Create a copy of RadioWiki Network intended for but not limited to malicious content.

→ Make or share false content in order to affect RadioWiki Network Name and/or its Website.

→ Copyright infringement such as but not limited to Logos, Banners and more. → Attempt to scam/fraud users such as but not limited to our users.

User Representations: By using the Site, you represent and warrant that:

1. You have the legal capacity and you agree to comply with these Terms of Services;

2. You are complying with Discord TOS (discord.com) and you are at least 13 years of age.

3. You are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site;

4. You will not access the Site through automated or non-human means, whether through a bot, script, or otherwise;

5. You will not use the Site for any illegal or unauthorised purpose; 6. Your use of the Site will not violate any applicable law or regulation.

Disclaimer: THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGEMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

### RADIOWIKI

Service Termination: RadioWiki Network reserves the right in sole direction to:

Terminate the services that are provided to you without RadioWiki Network having to inform you. Remove any features added previously without RadioWiki Network having to inform you. Remove your access to use any of the RadioWiki Network services provided without informing you. Remove/Ban your discord account from any of the RadioWiki Network servers without informing you. Remove/Edit/Suspend your station page without informing you.

**Indemnity:** You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

(1) use of the Site;

(2) breach of these Terms of Use;

(3) any breach of your representations and warranties set forth in these Terms of Use;

(4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

**Contacting & Support:** If you have any enquiries about the Policy stated above please contact us on our discord server or by email at support@radiowiki.net

Please note, for a faster response please contact us VIA our discord server a link can be found in the footer of the website.

# RADIOWK

## **Radio Player Policy**

#### RadioWiki and 3rd Party Radio Player

RadioWiki features a 3rd party radio player that allows users to access various radio stations. It's important to note that the radio stations featured on our website are assumed to be appropriately licensed to broadcast live music.

#### **Licensing Disclaimer**

RadioWiki assumes that all stations added to our platform possess the necessary licenses to broadcast music. However, it is essential to understand that we do not actively verify the licensing status of each station. Therefore, we cannot be held accountable if a radio station featured on RadioWiki does not have the required licenses.

#### **User Responsibility**

If you are a station owner or representative and wish to have your station featured on RadioWiki, it is your responsibility to ensure that your station has the appropriate licenses for broadcasting music. By submitting a station to RadioWiki, you automatically declare that your station is licensed to broadcast music.

#### **Reporting Non-Compliance**

If you believe that a station featured on RadioWiki is not appropriately licensed, please contact us immediately at support@radiowiki.net with detailed information. We will investigate the matter promptly and take appropriate action.

#### **Changes to Policy**

RadioWiki reserves the right to modify this policy at any time. It is your responsibility to review this policy periodically for any changes.

**Contacting & Support:** If you have any enquiries about the Policy stated above please contact us on our discord server or by email at support@radiowiki.net

Please note, for a faster response please contact us VIA our discord server a link can be found in the footer of the website.

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