

## Terms of Use



IMP – Independent Music Platform is a Business Entity from Hyderabad, India, having services in Event Management that hosts Independent Music Gigs and developed a Mobile App, which is India's First Social Networking Music Streaming Platform.

**For Legal Reasons, the Trade license is registered under the Name “Meloskula Platform Private Limited”**

We hereby declare all Legal and Financial activities of IMP (Independent Music Platform) will be taking place under “Meloskula Platform Private Limited”.

Welcome to the IMP App, India's First Social Networking Music Streaming Platform. By using the IMP App, you're not just enjoying the world of music, but you're also becoming a part of our vibrant community.

It's important to highlight that to make the most of your experience and to ensure a harmonious and enjoyable environment for everyone, you must accept and adhere to our Terms of Use and Community Guidelines. These guidelines are like the rules of a concert, ensuring that every member of our community can enjoy the music without any disruptions.

Please take a few moments to read through our Terms of Use and Community Guidelines carefully. They outline your rights, responsibilities, and the standards of behavior expected on the platform. These rules are in place to maintain a positive atmosphere and protect the interests of all our users.

### Changes to Terms of Use

As our musical journey together continues, we want to keep you informed about some important matters. Just like your favorite songs evolve and change, our Terms of Use may also undergo updates from time to time.

Don't worry, these changes are designed to enhance your experience on the IMP App and ensure that our community stays in harmony with the latest legal and industry standards. However, it's crucial that you are aware of these changes and their implications.

We promise to always keep you in the loop. Whenever we update our Terms of Use, we will notify you through the app or via email. We want you to be fully informed about what's new.

Please take a moment to review these updates whenever they occur. Your continued use of the IMP App after these changes take effect signifies your agreement with the updated terms. This way, we can continue to enjoy the music together with complete clarity and understanding.



## 1. Description of the Platform

The IMP App is a dynamic platform designed to provide music enthusiasts like you with an exceptional musical experience. Here, you'll find a comprehensive description of the Platform, its features, and how it all comes together to create a vibrant musical community.

At its core, the IMP App functions as a hosting service, connecting you with the music and artists you love. Registered users have the privilege to submit, upload, and share various types of content, such as audio, text, photos, pictures, graphics, comments, and more. This content is securely stored under your direction and can be shared and distributed among fellow users who share your passion for music.

The versatility of the Platform is one of its highlights. You can access its full array of tools and features not only through the website but also via our mobile apps and other convenient access points. This ensures that your musical journey is always at your fingertips, whether you're at home or on the go.

Beyond being a repository for music, the IMP App is a vibrant community where music enthusiasts can interact and engage with one another. You can actively participate in discussions, share your insights, and make your musical voice heard. Our open platform allows users, whether registered or not, to discover, listen to, and share the captivating content uploaded by fellow users.

By being part of our musical family, you're not only enjoying the music but also actively shaping the musical landscape. Your contributions and interactions are what make the IMP App a thriving community of music lovers.

So, whether you're here to discover new tunes, connect with fellow music enthusiasts, or showcase your own musical talents, we're thrilled to have you on board. Let the music play, the conversations flow, and the creativity soar as we embark on this exciting musical journey together.

## 2. Your Use of the Platform

Your engagement with the IMP App is at the heart of our vibrant musical community. In this section, we outline your rights and responsibilities when using the Platform.

First, it's essential to know that we offer two distinct types of profiles on IMP:

**Artist Profiles:** These profiles are tailored for musicians and creators who wish to showcase their original work on IMP. As an aspiring artist, you'll have the opportunity to share your music with the world. To get started, simply send us an original song you've created. We'll carefully review it for any potential copyright issues to ensure a smooth and legal experience for both you and our community. This review process typically takes up to 24 hours. Once qualified as an artist, you'll gain the privilege to post on the IMP Bulletin, where you can share albums, pictures, texts, and YouTube videos with our community.



Enthusiast Profiles: For those who have a deep love for music but may not create original content, we offer Enthusiast Profiles. While enthusiasts cannot post content, they have the opportunity to explore, listen to music, create playlists, applaud and engage with posts, and chat with artists or anyone in our musical family.

Regardless of the profile type you choose, we value your presence and contributions. Your interactions are what make IMP a unique and thriving musical space.

When you decide to register, we'll ask for your email address, and you'll choose a unique username and password for your account. Please ensure that the email address you provide is valid and remains so. Rest assured, your email address and any other personal information you choose to share will be treated in accordance with our Privacy Policy.

The security of your account is of utmost importance. You are solely responsible for maintaining the confidentiality and security of your username and password. You are also accountable for all activities that occur under your account, whether or not they were authorized by you.

If you ever suspect that your username or password has been compromised or if you believe unauthorized third parties have accessed your account, please notify us in writing immediately. As an additional precaution, change your password as soon as possible.

We hold the right to disallow, cancel, remove, or reassign certain usernames and permalinks under appropriate circumstances, as determined by us in our sole discretion. Additionally, we may, with or without prior notice, suspend or terminate your account if we believe there have been activities on your account that could violate these Terms of Use, our Community Guidelines, or the rights of any third party. This also applies if your actions may infringe upon any applicable laws or regulations.

However, please remember that you have the freedom to terminate your account at any time, as described in the Termination section below. We're here to ensure that your experience on the IMP App is enjoyable, secure, and in harmony with our community standards.

Your presence and contributions are what make IMP a unique and thriving musical space.

### **3. Your Content**

As an artist on the IMP App, we want to make sure you understand your rights and responsibilities concerning the content you upload. Your creations are an integral part of our musical community, and we're committed to upholding your creative rights.

#### **a. Grant of License:**

When you upload content to IMP, you grant us limited, worldwide, non-exclusive, royalty-free licenses to store, reproduce, stream and distribute your content on the platform. These licenses extend to providing hosting services and facilitating your use of the platform. Additionally, you grant other users and Linked Services licenses to use, copy, display, and distribute your content according to the platform's features and your settings.



These licenses are granted separately for each item of content, with audio content licenses terminating upon removal from your account. However, licenses for comments or contributions you make are perpetual. Removal of audio content will result in its deletion from IMP's systems.

**b. Representations and Warranties:**

By uploading content, you represent that it's original, you have necessary rights, and it won't infringe on third-party rights. You also affirm you have obtained consent from individuals appearing in your content. Your content must not violate laws, be unlawful, abusive, or promote violence, terrorism, or hatred. IMP may remove content that breaches these representations.

**c. Liability for Content:**

IMP acts as a host for user-generated content and is not actively involved in its presentation. Users are responsible for their content, and IMP excludes liability related to content creation and distribution. IMP may actively monitor content and may take action if content breaches terms.

At IMP, we want to make it clear that we are a hosting service that provides a platform for users to share their creative content. Please understand that IMP is a hosting service. We provide the platform and tools for users, including artists and enthusiasts, to upload, share, and engage with content. We do not create or control the content shared by our users. This means that the responsibility for the material uploaded to IMP lies solely with the users who post it. Users of the IMP App, including artists and enthusiasts, are solely responsible for the material they upload and share on our platform.

This responsibility encompasses the accuracy, legality, and appropriateness of the content. Users must ensure that the content they share complies with all applicable laws and regulations. IMP does not endorse or verify the content shared by users. While we have guidelines and policies in place to maintain a lawful and respectful environment, we rely on the representations and warranties of our users to uphold these standards.

**d. Reporting Infringements:**

Users can report copyright infringements on IMP by following outlined procedures, including providing details about the copyrighted work, infringing content, and their contact information. IMP will respond to and address such reports.

Your Notice should be sent to: [info@imp.social](mailto:info@imp.social)

From within the App, you could contact Admin from sending a Message by using the option "Contact Admin" from the menu section of the App.

If you wish for your notice to be considered as a notice pursuant to the Indian Copyright Act, your notice should be sent to IMP's designated copyright agent by email to [info@imp.com](mailto:info@imp.com) and/or by mail to the following address:

Meloskula Platform PVT LTD. 1A Aikyam Vilas, Plot no. 265, Gachibowli, Hyderabad 500084



**e. Ownership of Your Content (Artists)**

When you upload content to the IMP App, such as music tracks, albums, pictures, texts, and videos, you retain full ownership of your creations. This means that you have the exclusive rights to your work, and no one else can use it without your permission. We respect your creative autonomy and will always credit you as the rightful owner of your content.

However, by uploading your content to IMP, you grant us a non-exclusive, worldwide, royalty-free license to use, display, and share your content as part of the Platform's functionality. This license allows us to deliver your music to our community, ensuring that your creations reach the audience they deserve.

**f. Content Upload Guidelines (Artists)**

While we encourage artistic expression, we also have guidelines in place to maintain a respectful and lawful environment. Please do not upload any content that infringes upon anyone else's rights, including copyright, trademark, or privacy. Only upload content that you have the legal right to share.

We are committed to fostering a community that respects the rights of others. If you believe that any content on the IMP App infringes upon your rights, please notify us promptly, and we will take appropriate action in accordance with our policies and applicable laws.


**g. Engagement Expectations (Enthusiasts)**

For our enthusiastic listeners and community members, we value your presence and engagement. While you may not upload content, you have the opportunity to engage with posts and chat with artists and fellow enthusiasts.

We kindly request that you maintain a respectful and friendly tone in your comments and messages. It is mandatory to keep all interactions clean and free from any hurtful or vulgar language. Our goal is to create a positive and inclusive space where everyone can enjoy music and engage in meaningful conversations.

Your contributions to our community, whether through applause for a great track or a friendly chat with an artist, are highly appreciated. Let's continue to build a welcoming environment where music can be celebrated and enjoyed by all.

#### **4. Your Creative Content**



When you upload your music tracks, albums, pictures, texts, and videos to the IMP App, you retain full ownership of your creative content. This means you have exclusive rights to your work, and no one can use it without your permission. Your artistic expression is your own, and we respect that.

**a. Sharing with the Community**

By uploading your content to IMP, you grant a non-exclusive license to IMP and other users of the platform. This license allows other users to:

Listen to your music tracks and enjoy your artistic creations.

Add your music to their playlists, creating a unique musical experience.

Share your content with their friends within the platform, expanding the reach of your music and talents.

It's important to note that while users can listen to and share your music within the platform, they will not have the capability to download it outside of the platform. Your music remains securely within the IMP App, ensuring that your creative efforts are respected and protected.

This approach enables your music to reach a wider audience and allows you to connect with music enthusiasts who appreciate your work. We believe in fostering a community where artists can showcase their talents and listeners can discover and enjoy a variety of musical experiences.

**b. Ownership and Rights**


By uploading content to IMP, you represent and warrant that you are the rightful owner of that content, or you have obtained all necessary permissions, licenses, or rights to share it on our platform. This means that you have the legal authority to upload and share your music tracks, albums, pictures, texts, and videos without infringing upon anyone else's rights.

**c. Lawful and Appropriate Content**

Your content should adhere to all applicable laws and regulations. You promise not to upload, share, or engage in any activities on the IMP App that could be considered illegal, harmful, defamatory, offensive, or otherwise inappropriate. We aim to maintain a respectful and harmonious community, and your commitment to these standards is essential.

**d. Responsibility for Your Content**

You acknowledge that you are solely responsible for the content you upload and share on IMP. This responsibility includes ensuring the accuracy, legality, and appropriateness of your content. IMP does not endorse or verify the content shared by users but relies on these representations and warranties to maintain a lawful and creative environment.



By sharing your content on the IMP App, you affirm these representations and warranties. We appreciate your commitment to creating a safe and respectful space for all members of our musical community.

Thank you for being part of our musical family, and for upholding these essential promises and guarantees. Together, we create a harmonious and vibrant musical space where artists can thrive, and listeners can enjoy a diverse range of creative content.

## **5. Third Party Websites and Services**

Through IMP, you may have access to other websites and services. It's important to understand that these are separate third-party services that are not under the control of IMP. While we strive to provide a seamless and enriching experience within our platform, the content, policies, and practices of third-party websites and services are beyond our control. We encourage you to review the terms and policies of any third-party services you may access through IMP to ensure a clear understanding of their operations.

## **6. Blocking and Removal of Content**

To maintain a respectful and lawful environment, IMP reserves the right to block or remove content from the Platform. This action may be taken if the content violates our Terms of Use, Community Guidelines, or any applicable laws or regulations. We are committed to upholding the standards of our community and ensuring a safe and enjoyable experience for all users.

Your cooperation in reporting infringements and adhering to our community standards is greatly appreciated. Together, we can create a harmonious and vibrant musical space where creativity thrives, and users can enjoy music in a respectful and inclusive environment.

## **7. Repeat Infringers and Disclaimer**

At IMP, we are committed to maintaining a positive and respectful environment within our musical community. This section covers our approach to addressing repeat infringers and provides a disclaimer regarding the availability of the platform.

### **a. Repeat Infringers**

Users who repeatedly infringe third-party rights or breach our Terms of Use or Community Guidelines risk having their IMP accounts suspended or terminated. We take the protection of intellectual property rights and the maintenance of a respectful community seriously. Our policies and guidelines are designed to ensure a harmonious and enjoyable experience for all users, and we encourage everyone to adhere to these standards.



## **b. Disclaimer**

While we strive to offer an exceptional platform, it's important to acknowledge that no service, no matter how awesome, is immune to occasional issues. We cannot provide guarantees that the IMP App will always be available without interruption. Technical hiccups, maintenance, and unforeseen circumstances can occasionally affect the availability and performance of the platform.

We want to assure you that our dedicated team is always working diligently to address any issues promptly and minimize disruptions. Your patience and understanding during such times are greatly appreciated.

Our commitment to you remains unwavering as we continue to provide a vibrant and enjoyable musical experience. Thank you for being a part of our musical family and for understanding the occasional challenges that can arise with any online platform. Together, we create a harmonious space where creativity thrives, and music is celebrated by all.

## **8. Data Protection, Privacy, and Cookies**

We highly value your privacy and want to ensure that you fully understand how we handle your personal information. All information collected, stored, and used on IMP is governed by our Privacy Policy. We strongly encourage you to review and familiarize yourself with our Privacy Policy to gain a clear understanding of how your data is managed, the purposes for which it is used, and the measures we have in place to protect your privacy and security. Your trust in us is of utmost importance, and we are committed to maintaining the highest standards of data protection and privacy.

Your privacy and data security are paramount, and we are dedicated to safeguarding your personal information as you enjoy your musical journey on the IMP platform.

## **9. Termination**

At IMP, we want to provide you with clarity on how you can manage your IMP account and the circumstances under which we may terminate your use of the IMP platform.

### **a. Termination of Your IMP Account**

You have the freedom to terminate your IMP account at any time. If you choose to do so, please follow the account termination process provided within the platform. Your decision to terminate your account is respected, and we are here to assist you should you have any questions or require assistance during this process.

### **b. Grounds for Termination by IMP**





While we aim to maintain a positive and respectful community, there are certain grounds on which we may terminate your use of the IMP platform. These grounds include, but are not limited to:

- Repeated infringement of third-party rights, such as copyright violations.
  - Violation of our Terms of Use or Community Guidelines.
  - Activities that breach applicable laws and regulations.
  - Any actions that may harm the security, integrity, or reputation of the IMP platform or its users.
- Termination in such cases will be carried out in accordance with our policies and may occur with or without prior notice, depending on the nature and severity of the violation.

We are committed to fostering a welcoming and harmonious musical community, and we encourage all users to adhere to our guidelines and policies to ensure a positive experience for everyone.

Your engagement on the IMP platform is valued, and we hope that your time with us is enjoyable and rewarding. If you have any questions or require further information about the termination process, please feel free to reach out to our support team for assistance.

### **c. Severability**

It is important to note that if any term or provision of these Terms of Use is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that particular term or provision will be deemed severed from these Terms of Use. The invalidity, illegality, or unenforceability of any specific term or provision shall not affect the validity, legality, or enforceability of the remaining terms and provisions contained within these Terms of Use. The rest of the agreement shall remain in full force and effect, and it will continue to govern our relationship and your use of the IMP platform.

## **10. Entire Agreement**

Your use of IMP is governed by these Terms of Use, along with our Privacy Policy, Cookies Policy, and Community Guidelines. These collectively constitute the entire agreement between you and IMP regarding your use of the platform. Any changes, modifications, or amendments to this agreement must be made in writing to be valid and binding.

We encourage you to review and familiarize yourself with all of these documents to ensure a comprehensive understanding of your rights and responsibilities while using the IMP platform. Your continued use of IMP signifies your acceptance of these terms and policies.



## **11. Third Party Rights**

These Terms of Use exclusively apply to the relationship between you and IMP. They do not confer any rights or benefits upon third parties. Your use of IMP is subject to these terms and policies, which govern your interactions and engagements solely within the context of the platform.

## **12. Applicable Law and Jurisdiction**

All of our documents, including these Terms of Use, are generally governed by Indian law. Any disputes or legal matters arising from your use of the IMP platform will be subject to the exclusive jurisdiction of Indian courts. We are committed to upholding the legal standards and regulations within the Indian legal framework.