



DISCLAIMER

Next Mediaworks Limited, maintains www.nextmediaworks.com (hereinafter "website") to enhance public access to general information. This service is provided on an "As Is" basis and is continually under development.

Though we work very hard to keep correct and updated information, Next Mediaworks Limited, its holding, subsidiary, group companies, affiliates, third party content providers or licensors and each of their respective officers, directors, employees, representatives, licensees and agents (hereinafter altogether referred to as "NMW") do not make any representations or warranties of any kind, express or implied, about the completeness, accuracy, authenticity, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose nor does NMW make any warranty that the website will be uninterrupted or error free or as to the results that may be obtained from use of the website or the information contained therein. Any reliance you place on such information/service/products/ graphics and/or the website is therefore purely and strictly at your own risk and consequences.

In no event will NMW be liable for any loss or damage, including without limitation, direct, indirect, incidental, special, consequential or punitive loss or damages or any loss or damage whatsoever arising out of the use of or inability to use the website or any service contained therein. Through this website you are able to link to other websites which are not under the control of "NMW". We have no control over the nature, content and availability of those sites or the services/ products provided. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, NMW takes no responsibility for and will not be liable for the website being temporarily unavailable due to technical issues beyond its control.

PRIVACY POLICY

Next Mediaworks Ltd (“NMW”) and its subsidiary operating under brand “Radio One” values the privacy of information pertaining to its associates and customer. We do not use or disclose information about your individual visits to our portal or information that you may give us, such as your name, address, email address or telephone number, to any outside sources. We will not use information about you without your permission and will provide the means for you to manage and control the information that you have provided. We will enable you to communicate your privacy concerns to us and that we will respond to them appropriately. We do not disclose any personal information to advertisers and for other marketing and promotional purposes that could be used to personally identify you, such as your password, credit card number and bank account number.

In case of any concern about your privacy, please write to us at cs@nextmediaworks.com, we will respond to you within 07 business days.

By accessing, using, browsing and/or linking to www.nextmediaworks.com (“**Website**”) you understand, acknowledge and agree to be bound by these terms, which shall take effect immediately on your first use of the Website. If you do not agree to be bound by all of the following terms please do not access, use and/or contribute to the Website. Users of this Site acknowledge that they are 18 years of age or older.

Terms of Service

NMW provides “The User” with access to its content, resources, and tools for communication, commerce platforms, and other services through its websites. NMW provides the service to the user free of charge. NMW may in future charge the user a fee for the use of any of the services offered with prior notice. NMW provides its service to the user subject to the following Terms of Service NMW is not responsible for providing you access facilities or equipment (in any form) to its service. You, “The User”, also comprehends and concur that ‘The Service’ may include advertisements and sponsorships and that these are necessary for NMW to provide ‘The Service’.

Content made available through the Service

The Website content, including the information, names, images, pictures, logos and icons regarding or relating to NMW and its services (or to third party products and services), is provided "AS IS" and on an "AS AVAILABLE" basis. To the extent permitted by law, NMW excludes all representations and warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. NMW does not guarantee the timeliness, completeness or performance of the Website or any of the content. While NMW tries to ensure that all content provided by NMW is correct at the time of publication; however, no responsibility is accepted by or on behalf of NMW for any errors, omissions or inaccurate content on the Website.

NMW does not warrant that functions available on the Website will be uninterrupted or error free or those defects will be corrected, or that www. www.nextmediaworks.com, or the server that makes it available are free of viruses or bugs. You acknowledge that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

In no event shall NMW be liable for any punitive, direct, indirect, special, incidental, exemplary or consequential damages including without limitation lost revenue or profits, lost opportunity, time or any other loss resulting from reliance on the information contained on this Website including damages arising from inaccuracies, omissions or errors or arising out of the use or inability to use this Website, even if NMW has been advised of the possibility of such damages or such damages are foreseeable and however arising, including negligence. If you are dissatisfied with any portion of these terms and conditions, your sole and exclusive remedy is to discontinue using this Website and NMW's services.

Intellectual Property

You acknowledge that all content and materials available on the Website, including without limitation software, text, graphics, images, audio and video clips, artwork, photographs, logos, button icons, documents and marks and any other material on the Website including the selection and arrangement thereof, are protected by national and international copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how or other proprietary rights and laws and are owned by NMW and/or its subsidiaries, affiliates, assigns, licensors etc. Except where otherwise noted, you may print or view individual pages for non-commercial use, provided you do not delete or alter any of the information, including, without limitation, any copyright or trademark notices. You may only use the Website or its contents as expressly permitted in these terms & conditions and for no other purpose. NMW, its licensors or associates retain exclusive ownership of all data, material and other information regarding your use of the Website. Except as we may expressly authorize, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from the content or materials on the Website. Systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory without our written permission is prohibited. Unless otherwise indicated, all logos, names, package designs and marks on the Website are trademarks or service marks or used under license by NMW. The use or misuse of any of these materials is strictly prohibited.

You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements, or Internet-distributed, commercially produced information presented to User ("Content") by NMW and its affiliates, advertisers and partners, or other NMW users may be protected by copyrights, trademarks, patents or other proprietary rights and laws; therefore, you are only permitted to use this protected Content as expressly authorized by the owner of the Content ("Owner"), the Services or the Advertiser. You may

not copy, reproduce, distribute, or create derivative works from this Content without expressly being authorized to do so by the Owner, the Services or the Advertiser. The video and music links from YouTube are used directly from YouTube and are not used for commercial purpose in any manner. No sponsorship or monetization or any other monetary benefit is derived from use of YouTube links.

Acceptance and Modification of Terms of Service

“The Service” is provided to you, “The User”, under the terms and conditions and any amendments thereto and any operating rules or policies that may be published from time to time by NMW as part of the Terms of Service. NMW Terms of Service comprises the entire agreement between the User and NMW and supersedes any prior agreements pertaining to the subject matter contained herein.

NMW reserves the right to change any of the terms, conditions, and notices under which “The Service” are offered. You are responsible for regularly reviewing these terms and conditions including changes/modifications if any incorporated by us from time to time.

Modification to ‘the Service’

NMW reserves the right to modify or discontinue, temporarily or permanently, ‘The Service’ (or any part of ‘The Service’) with or without notice to the user at any time and from time to time. ‘The User’ agrees that NMW shall not be liable to the User or any third-party for any modification or discontinuance of the Service.

User Conduct

“The Service” may include e-mail services, message boards, chat areas, video links, news groups, forums, communities and/or other message or communication facilities designed to enable you to communicate with others (collectively, “Tools for Communication”). You agree to use the Tools for Communication only to post, send and receive messages and material that are proper and, when applicable, related to the particular tool for Communication. You also hereby agree that you shall not make use of “The Service” for any commercial purpose other than the permitted e-commerce sections.

Registration obligations

As a condition of your use of “The Service” you, ‘The User’ agree to provide: (a) true, accurate, current and complete information about yourself as required by the Service’s registration form (such data being the “Registration Information”) (b) maintain and promptly update the Registration Information to keep it accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, NMW has the right to terminate the user account and refuse any and all current or future use of ‘The Service’. (c) NMW the right to use / disclose the aggregate registration information to third parties in connection with marketing of services. You have also consented NMW the right to use your registration information to provide targeting of advertising and other service offers. This could be also be used to customise the content you see, to fulfill your requests for certain products and services and to contact / intimate you about special offers or new products. Usage Obligations As a condition of your use of “The Service” you will not use “The

Service” for any illegal purposes. You will be solely responsible for the contents of transmissions made by you through “The Service”.

We may serve advertisements to this site or work with a third party to serve the advertisements. Advertisements placed on the site may include but are not limited to banner ads, paid links, pop-up windows, buttons, and sponsorships. You agree that NMW has the right to run such advertisements and promotions.

Privacy protection is our number one priority. NMW uses the patent-pending “dual blind” privacy protection technology which allows NMW to customize ads for User’s browser without ever knowing User’s name, address, social security number, telephone number or any other personally identifiable information. It’s completely anonymous. NMW does not store any data that is considered sensitive or controversial (specific medical and financial information, adult content, sexual preference, etc.)

NMW and/or third parties may, from time to time, send email messages to Users containing advertisements, special promotions, and other marketing materials (“Email Marketing Programs”) based on the agreed terms between NMW and its selected partner(s). NMW also offers Users permission-based email services. Users must decide to “opt-in” to our email services during the registration process or through a link on the NMW site before they receive any email services, newsletters, special promotions or other marketing materials (“Opt-In Email Programs”). NMW has the right to partner with any email marketers to provide these Email Marketing Programs or Opt-In Email Programs.

You agree not to use “The Service” to:

- Obstruct or hinder the use and enjoyment of “The Service” by other Users;
- Intentionally or unintentionally violate any applicable local, state, national, and international laws and regulations;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Interfere with or disrupt the Service or servers or networks connected to the Service, or defy any requirements, regulations or guidelines of networks connected to “The Service”
- Transmit or otherwise make available any material in connection with surveys, chain letters, junk email, spamming, contests, pyramid schemes, or any duplicative or unsolicited messages (commercial or otherwise);
- Upload, post, email, transmit or otherwise make available any content that is unlawful, damaging, intimidating, hostile, offensive, harassing, defamatory, improper, obscene, vulgar, invasive of another’s privacy, caste related, ethnically or otherwise objectionable;
- Upload files that contain viruses, worms, corrupted files or any other similar software or programs designed to disrupt, damage or limit the operation of any computer or telecommunications equipment or property of another;
- “Stalk” or otherwise harass other users; collect or store personal data about other users.

- Advertise, Promote or offer to sell or buy any goods or services for any business purpose unless The Service specifically allows such messages or transactions.
- Reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion, use or access of the Service harm minors in any way;
- upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

NMW has no obligation to observe and monitor The Service. However, NMW reserves the right to review materials posted and to remove any material/s. NMW reserves the right to block all mails from mailing lists and groups whose content is legally categorized as explicit, obscene, adult and pornographic in nature. NMW also reserves the right to terminate your access to any or all of The Services, at any time, without notice, for any reason whatsoever.

NMW reserves the right at all times to divulge any information as it considers necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part. These would be more applicable to the publicly accessible areas of The Service that are intended to be available to the general public. For example, publicly accessible areas of The Service would include Message Boards, video links, Chat that is open to both registered users and visitors.

User Account, Password and Security

As part of The Service's registration process you will provide us with current, complete and accurate information as requested by the registration form. You will then choose a user name and password. You take total responsibility for maintaining the confidentiality of your password and account.

You are also entirely responsible for any and all activities that occur under your account. You agree to notify NMW immediately of any unlawful / unauthorised use of your account or any other security violation. You agree to ensure that you exit from your account at the end of each session. You understand that NMW will not be liable for any loss or damage in any form incurred as a result of unauthorised usage of your account, with or without your knowledge. However, you could be held liable for losses or damages incurred by NMW or a third party as a result of your failure to comply with this clause. You also agree not to use anyone else's account, at any time, without the prior permission of the account holder.

Additional terms applicable to our Email Service

For the avoidance of doubt, User grants NMW the right to disclose to email marketers all information provided during subscription to Email Marketing Programs or Opt-In Email Programs. Users may "opt-out" of these emails directly at any time.

NMW does not make any representation or warranty with respect to the content of any such email messages or any goods or services, which may be obtained, from such third parties, and User agrees that NMW shall not have any liability with respect thereof.

NMW is committed to never mixing your permission-based email information with the anonymous profile information described in the sections above.

NMW Disclaimer

Registration Information and certain other information about you are subject to our Disclaimer.

Limitation of Liability

You expressly understand and agree that NMW shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, other intangible losses, regardless of the form of action, whether in contract, tort (including negligence) strict product liability, or otherwise (even if NMW has been advised of the possibility of such damages), resulting from:

- i. the use or the inability to use the service;
- ii. the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
- iii. unauthorized access to or alteration of your transmissions or data;
- iv. statements or conduct of any third party on the service; or
- v. any other matter relating to the service.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the above limitations may not apply to User.

Content provided to the Service

NMW does not claim ownership of the “content” (in the form of information, data, text, software, music, sound, photographs, graphics, video, messages or other materials) you provide to NMW (including feedback and suggestions) or post, upload, privately transmit, input or submit to any NMW site or service for review by the general public. The ownership of this content is the sole responsibility of the person from which such content originated. This means that you, and not NMW, are entirely responsible for all Content that you upload, post or otherwise transmit via the Service

However, by posting, uploading, or making available content or any other material, you grant NMW and its affiliate sites permission to use your submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your submission, and to publish your name in connection with your submission.

You comprehend and agree that no compensation will be paid in any form with respect to the use of your submission. NMW, is under no obligation to post or use any submission provided by you and NMW retains the sole discretion to remove any submission at any time. You comprehend and agree that by submitting, posting, uploading, making available content or any other material you warrant that you own or otherwise control all of the rights to your submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload or submit the content or material. NMW does not control the content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

You comprehend and agree that by using the Service, you may be exposed to content that is obscene, offensive, indecent or objectionable. Under no circumstances will NMW be liable in any way for any content or material, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content or material posted, emailed, uploaded, submitted, privately transmitted or otherwise made available via the Service.

Indemnity

You “The User” comprehend and agree to indemnify and hold NMW and its parents, affiliates, officers and employees, harmless from any claim or demand, including attorneys’ fees, made by any third party due to or arising out of your use of the Service, your connection to the Service, your violation of the NMW Terms of Service or any other provision of the TOS, or the infringement or misappropriation by the User, or a third party using User’s computer, account or password to access and/or use the services, of any Intellectual Property Rights of any person or entity, or the use or misuse by the User or third parties of User’s passwords or accounts, or your violation of any rights of another.

Storage and other Limitations

NMW assumes no responsibility for the deletion, delivery or timely delivery of email messages and failure to store messages, other communications, content or material maintained, posted, uploaded, submitted or transmitted by use of the service. NMW retains the right to set and modify the upper limit on the size of the message (sent or received) on any account and storage space it will maintain for the user. NMW however, has set no fixed upper limit on the number of messages a User may send or receive through the Services.

NMW also reserves the right to limit the maximum number of times (and the maximum duration for which) you may access the service over a given period of time. You acknowledge that NMW reserves the right to log off / disable accounts that are inactive for a period of three months. You further acknowledge that NMW reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Termination

The User agrees that NMW may terminate the user's password, account or use of the Service if NMW believes that the user has violated or acted inconsistently with the letter or spirit of the NMW Terms of Service, or has violated the rights of NMW or other users. The user further agrees that NMW may terminate the user's password, account or use of the Service if the user fails to use the Service at least one time during a period of three months. This time period would be reviewed and determined by NMW from time to time.

The user comprehends and agrees that any termination of service under this agreement under any provision of this agreement may be effected by either party, without cause at any time, immediately upon written notice to the other party, and acknowledges and agrees that NMW may immediately delete all files (email included) in the user's account and bar any further access to such files or the Service. Further, you agree that NMW shall not be liable to you or any third-party for any termination of your access to the Service.

Should User object to any terms and conditions of the TOS or any subsequent modifications thereto or become dissatisfied with the Services in any way, User's only recourse is to immediately:

1. Discontinue use of the Services;
2. Terminate Services membership.

Association / Links to Third Party

NMW may contain links to third party Web sites "Linked Sites" ("Affiliates" / "Partner Sites"). These Linked Sites are not under the control of NMW and NMW is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. NMW is not responsible for webcasting or any other form of transmission received from any Linked Site nor is NMW responsible if the Linked Site is not working appropriately. NMW is providing these links and partnerships to you, for your convenience, and the inclusion of any link does not imply endorsement by NMW of the site. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites.

Notice

Notices to you may be made via online announcements, either email or regular mail. The Service may also provide notices of changes to the Terms of Service or other matters by displaying notices or links to notices to you generally on the Service.

NMW may broadcast notices or messages through the Services to inform User of changes to the TOS, the Services, or other matters of importance; such broadcasts shall constitute notice to User.

General

We hereby expressly disclaim any implied warranties imputed by the laws of any jurisdiction. We consider ourselves and intend to be subject to the jurisdiction only of the courts of the state of New Delhi, India. Please report any violations of the Terms of Service to our Support team.

Additional terms applicable to our email Service

Legal

The Terms of Service shall for all purposes be governed by and interpreted in accordance with the laws of India, excluding its conflict of law provisions. User and The Service agree to submit to the exclusive jurisdiction of the courts of the state of New Delhi, India. Our failure to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

Assignment

No right may be assigned, and no duty may be delegated, by either party under this Agreement except upon the written consent of the other party and any attempted assignment and delegation without such consent shall be void and without effect. Notwithstanding the foregoing, however, NMW shall be entitled to assign this agreement, and all rights and obligations hereunder, to a successor to all or substantially all of its assets, whether by sale, merger or otherwise. This TOS shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, heirs, administrators, successors and permitted assigns except as otherwise provided herein.

No Agency

Neither party is, nor will it be deemed to be, an agent or legal representative of the other party for any purpose. Neither party will be entitled to enter into any contracts in the name of or on behalf of the other party, and neither party will be entitled to pledge the credit of the other party in any way or hold itself out as having authority to do so.

Severability

any provision(s) of the TOS is/are held by a court of competent jurisdiction to be contrary to law, or otherwise invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

Waiver

Any waiver (express or implied) by either party of any breach of this TOS shall not constitute a waiver of any other or subsequent breach. No provision of the TOS will be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party.

Statute of Limitations

User and NMW agree that any cause of action arising out of or related to these Services must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

No SPAM

Our email service follows the “no spam” Warranted Email program. This means that we guarantee, on your behalf, that any e-mail sent through our servers is not Spam, and the only e-mail which you will send from our servers is e-mail which you send to a single addressee, to a group consisting only of your friends and family members or individuals with whom you have an established professional relationship, or to a group for whom you have the verified permission of each recipient to include them in a mailing list.

Causing e-mail, which does not meet these criteria to be sent through our servers, is a breach of our Terms of Service, and may result in your account being terminated, and legal action for misuse of our trademark and copyright.

If you do not agree with any of our terms of services mentioned above please do not read the material on any of our pages.