

# **My Medianet App Terms of Use**

## **1. General**

- 1.1. Access to and use of the My Medianet Application (the "Application") and the products and services available through the Application (collectively, the "Services") are subject to the Medianet General Terms and Conditions (View Terms and Conditions), the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by Medianet from time to time. You should check this page regularly to take notice of any changes Medianet may have made to the Terms of Service.
- 1.2. Access to this Application is permitted on a temporary basis and Medianet reserves the right to withdraw or amend the Services without notice. Medianet will not be liable if for any reason this Application is unavailable at any time or for any period. From time to time, Medianet may restrict access to some parts or all of this Application.
- 1.3. This Application may also contain links to other websites and applications which are not operated by Medianet (the "Linked Sites"). Medianet has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site or application.

## **2. Prohibition**

- 2.1. You must not misuse this Application. You must not: commit or encourage a criminal offence; transmit or distribute a virus, trojan, worm, or post any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Application.
- 2.2. Medianet will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your equipment, programs, data or other proprietary material due to your use of this Application or to your downloading of any material posted on it, or on any application or website linked to it

### **3. Intellectual Property, Software and Content**

- 3.1. The intellectual property rights in all software and content made available to you on or through this Application remains the property of Medianet or its licensors and are protected by copyright laws and treaties. All such rights are reserved by Medianet and its licensors. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Application nor may you use any such content in connection with any business or commercial enterprise.
- 3.2. You shall not modify, translate, reverse engineer, decompile, disassemble or create derivative works based on any software or accompanying documentation supplied by Medianet or its licensors. No licence or consent is granted to you to use Medianet's trade marks in any way, and you agree not to use these marks or any marks which are colourably similar without the express written permission of Medianet.

### **4. Registration**

- 4.1. Medianet reserves the right to close accounts if any user is seen to be attempting to hide the use of multiple accounts or disrupts any of Medianet's services in any way.

### **5. Submission of Material**

- 5.1. By submitting any material to us, you automatically grant Medianet the royalty-free, perpetual, exclusive right and license to use, reproduce, modify, edit, adapt, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. You also acknowledge that Medianet is not obliged to publish any material submitted by you on any Medianet publication.
- 5.2. Medianet may also share your contribution with third parties.

### **6. Payments**

- 6.1. In order to make a payment you must possess a valid credit or debit card issued by a bank acceptable to us. Medianet retains the right to refuse any request made by you. When making a payment you undertake that all details you provide to Medianet are true and accurate, that you are an authorized user of the credit or debit card used to make the payment and that there are sufficient funds to cover the payment.
- 6.2. Payments shall be made through a linked payment gateway and will be processed directly by the Bank of Maldives Plc (the "Bank").

## **7. Disclaimer of liability**

- 7.1. The material displayed on this Application is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law, Medianet and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Application or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

## **8. Disclaimer as to ownership of Trade Marks, Images of Personalities and Third Party Copyrights**

- 8.1. Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and images of third party products, services and/or locations featured on this Application are in no way associated, linked or affiliated with Medianet and you should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this Application are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Medianet

## **9. Indemnity**

- 9.1. You agree to indemnify, defend and hold harmless Medianet, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Application or your breach of the Terms of Service.

## **10. Variation**

- 10.1. Medianet shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Application.

## **11. Invalidity**

11.1. If any part of the Terms of Service is unenforceable (including any provision in which Medianet excludes its liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. Insofar as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

## **12. Waiver**

12.1. If you breach these conditions and Medianet takes no action, Medianet will still be entitled to use its rights and remedies in any other situation where you breach these conditions.

## **13. Entire Agreement**

13.1. The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and Medianet relating to the use of this Application.

## **14. Governing law and jurisdiction**

14.1. These terms and conditions are to be construed in accordance with the laws of Maldives and in the event of any dispute or claim associated with these terms and conditions, that dispute or claim shall be subject to the exclusive jurisdiction of the Maldivian courts.