**Terms of Use for MiBeats Pro**

**MIBEATS (PRO APP) TERMS OF USE**

**1. GENERAL**1.1. By installing the Application (as defined below), you agree to be bound by these Terms of Use (“App Terms”). Please review them carefully before installation and/or acceptance.

**2. DEFINITIONS**The “Application” or “App” shall mean the software provided by MiBeats to offer services related to MiBeats, MiBeats services and its partners’ services, to be used on Apple iOS devices and any upgrades from time to time, and any other software or documentation which enables the use of the Application.

**3. DATA PROTECTION**Any personal information you supply to MiBeats when using the Application will be used by MiBeats in accordance with its Privacy Policy.

**4.** [**http://www.MiBeatsApp.com**](http://www.MiBeatsApp.com) **WEBSITE**  
Such access will be governed by the MiBeats Website Terms of Use.

**5. REGISTERED USER UPLOADS**5.1. All uploaded music video content must contain the registered musician/band or solo artist performing, and these performers should have full rights and ownership of all uploaded content.

5.2. All uploaded music video content must comply with the App’s sole purpose, which is to offer a platform for musicians/bands and solo artists to create, promote and upload their own music videos.

5.3. All uploaded music video content must contain a full length music video, and not part of one.

**6. VIDEO AND TEXT/VOICE COMMENTS**

6.1. Video: Any copyright or commercially owned content without consent, or pornographic or non-related video content will be deemed as illegal and will be removed immediately, along with the possible termination of the user’s account without any prior notice.  
6.2. Text/Voice comments: Whilst criticism is acceptable, ABUSE isn’t. Any registered user who has been reported or is confirmed as leaving an abusive TEXT OR VOICE comment will be removed, along with the termination of the account, without any prior notice.

6.3. The Report Function: The misuse of the Report Function can also be seen to be an act of cyber bullying. Any user found to be misusing the Report Function will also lead to the termination of the user’s account, without any prior notice.

6.4. All registered users, including fans and followers, are to interact and vote in a friendly and supportive manner.

**7. PROPRIETARY RIGHTS AND LICENSE**7.1. All trademarks, copyright, database rights and other intellectual property rights of any nature in the Application, together with the underlying software code, are owned either directly by MiBeats or by MiBeats licensors.  
7.2. MiBeats hereby grants you a worldwide, non-exclusive, royalty-free revocable license to use the Application for your personal use only, and not for personal gain, in accordance with these App Terms.

**8. CONDITIONS OF USE**8.1. You will not, nor allow third parties on your behalf to (i) make and distribute copies of the Application (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Application; or (iii) create derivative works of the Application of any kind whatsoever.  
8.2. The Application is made available for your personal, non-commercial use only. MiBeats reserves the right to amend or withdraw the Application, or change pricing for the Application or other services provided to you, in accordance with these App Terms, at any time and for any reason.  
8.3. You acknowledge that the Terms of Agreement with your respective Mobile Network Provider (“Mobile Provider”) will continue to apply when using the Application. As a result, you may be charged by your Mobile Provider for access to network connection services for the duration of the connection while accessing the Application, or any such third party charges as may arise. You accept responsibility for any such charges that arise.  
8.4. If you are not the bill payer for the mobile telephone or handheld device being used to access the Application, you will be assumed to have received permission from the bill payer to use the Application.

**9. AVAILABILITY**9.1. This Application is available to handheld mobile devices running Apple iOS. MiBeats will use every reasonable effort to make the Application available at all times. However, you acknowledge the Application is provided over the internet and mobile networks, and so the quality and availability of the Application may be affected by factors outside the reasonable control of MiBeats.  
9.2. MiBeats, its group of companies and sub-contractors, do not accept any responsibility whatsoever for unavailability of the Application, or any difficulty or inability to download or access content or any other communication system failure, which may result in the Application being unavailable.  
9.3. MiBeats will not be responsible for any support or maintenance for the Application.

**10. SYSTEM REQUIREMENTS**10.1. In order to use the Application, you are required to have a compatible mobile telephone or handheld device, internet access, and access to the necessary minimum Software Requirements.  
10.2. The Software Requirements are as follows: Apple iOS devices.  
10.3. The version of the Application software may be upgraded from time to time to add support for new functions and services.

**11. TERMINATION**11.1. MiBeats may terminate use of the Application at any time, either without prior notice if Terms of Use are violated, or by providing you with appropriate notice of termination.  
11.2. Upon any termination, (a) the rights and licenses granted to you herein shall terminate; (b) you must cease all use of the Software.

**12. LIMITATION OF LIABILITY**12.1. In no event will MiBeats be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the Application, including loss of profit or the like, whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise.  
12.2. MiBeats is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones, as a result of the installation or use of the Application.  
12.3. Nothing in these App Terms shall exclude or limit MiBeats liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.

**13. DISCLAIMER OF WARRANTIES**

To the maximum extent permitted by law, and for the avoidance of doubt, save for section 2 of the Supply of Goods and Services Act 1982, MiBeats hereby disclaims all implied warranties with regard to the Application. The Application and software are provided “as is” and “as available” without warranty of any kind.