

MUGO – Terms of Use

In short...

The following key points of these Terms of Use are brought for your convenience only. They do not substitute the full Terms.

1. **MUGO.** The Service is owned and operated by MUGO, Inc.
2. **The Service.** An online social platform allowing users to share with other users information about music they love and listen to.
3. **Subscription to music providers.** To enjoy its full features, you must be legally using or subscribed to the music providers we embed in MUGO.
4. **Privacy.** We respect your privacy as further explained in our [Privacy Policy](#).
5. **Intellectual property.** All legal rights in the Service, including all intellectual property rights, are MUGO's. Obviously, we never own the music our users listen to through the App.
6. **Content of third parties.** We do not claim ownership in content that originates from users or third parties. However, you give us permission to use content that you share through the Service such as play-lists, photos, posts etc., in order to provide the Service and its features.
7. **Commercial content.** We may display advertisements in the Service or offer sponsored services, but we do not endorse or recommend advertised content.
8. **Removal of inappropriate content.** If you find any content within the App that infringes these Terms of Use, please report it to us at contact@mugo.co.
9. **Remove infringing content.** Requests to remove content that infringes the copyright of others must be made in accordance with our [Copyright Policy](#).
10. **Age restriction.** You must be 13 years of age or older in order to use this Service.
11. **Disclaimer of warranty.** The Service is provided for use as is. We disclaim all warranties and representations with respect to the Service.
12. **Limitation of liability.** To the maximum extent permitted by the applicable law, we – and anyone acting on our behalf – will not be liable for any damage or loss, arising from the use or inability to use the Service.
13. **Law & jurisdiction.** Use of the Service is governed by the laws of the State of Israel and subject to the exclusive jurisdiction of the competent courts in the District of Tel-Aviv-Jaffa.

... and in detail

Welcome to **MUGO - Music on the go**, an online social platform and music player (the “**Service**”). The Service is owned and operated by **MUGO, Inc.** (“**MUGO**”, “**we**”, “**us**” and “**our**”). It is available through our designated mobile application (the “**App**”) and on our website www.mugo.co (the “**Website**”). Our Website may not include the full functionality of our App.

Please read the following Terms of Use (the “**Terms**”) carefully. By installing, signing up to, accessing, using or posting content on the Service, you agree to these Terms. If you do not agree to these Terms, you may not access or use the Service.

Use of the Service may be subject to additional terms and conditions that govern the use of Apple devices, application marketplaces or other services that interact with the App. You alone are responsible for complying with such additional terms and conditions.

WHAT WE DO

We do not copy or distribute music. The music available through MUGO originates from other music services such as YouTube, Spotify etc. You must be lawfully subscribed to or legally using their services from your own mobile device. The App enhances your use of such third party services. If you are not subscribed to or use them, you may only use the App for music lawfully stored on your own device.

WE DO NOT COPY, STORE, SHARE OR OTHERWISE DISTRIBUTE MUSIC. We only use the meta-data of your lawfully obtained music, in order to share with other users your playlists and the particulars of the music you listen to (“**Meta-Data**”). The Meta-Data we share includes the names of tracks, artists and albums, length of tracks, source of tracks, track artwork and the play URL of tracks. This helps others to find the music you listen to in the resources they use or music services they are subscribes to.

You may share the particulars of the music you listen to with other registered users (“**Quick Sync**”), or with unregistered friends whom you invite to share your passion to the music you love (“**Invitations**”). You can only Quick Sync music with people listed in your device’s address book or other MUGO users. The particulars of the music you share, the particulars of the music that others share with you and messages you either send or receive to or from them are saved under the ‘Syncs’ section in your App.

REGISTRATION TERMS

Information you provide. In order to use the Service, you must be an individual and register with a personal user account. When you register to the Service, we will ask you to provide us the details we describe in our [privacy policy](#) (“**Registration Information**”).

False information. If we believe that the Registration Information you provide is false, deceptive or offensive, or if we believe that you violated these Terms, we reserve the right to suspend or terminate your user account or your access to the Service.

Additional Information. We reserve the right to request additional information to verify your identity, during the registration process, throughout your use of the Service or when you submit requests related to your Service account.

YOUR PRIVACY

We respect your privacy. Our [Privacy Policy](#), which is combines into these Terms, explains our privacy practices. We encourage you to read it carefully.

COMMERCIAL CONTENT

Ads. We may incorporate advertisements or commercial information in the App or in any feature in the Service. We do not control the ads and cannot guarantee that they are reliable or accurate. Including them in the Service does not mean that we recommend or endorse the goods or services that they offer. If you choose to purchase them, you do it on your own accord and we bear no responsibility for your decision or its consequences.

Sponsored Services. We may cooperate with advertisers or commercial vendors in order to offer you sponsored services. These may include for example tickets to concerts. The sponsored services are always offered by their respective providers and under their exclusive responsibility. If you encounter any problem with the sponsored services, or if you have any complaint about them, you should address it only to the relevant provider. You release us to the full extent permissible by law from any liability for such sponsored services.

USE OF THE SERVICE

Invitations. The Service lets you invite friends and contacts to join the Service. If you choose to invite them, invitations will be sent only on your behalf, not ours. You agree to send Invitations only to friends and contacts that you personally know and believe that they will enjoy and be interested in the Service.

Acceptable use. You may use the App and the Services only for your private, personal and non-commercial purposes.

Prohibited use. When using the Service, you must refrain from –

- Breaching these Terms or any other applicable rules and instructions that we may convey with respect to the Service;
- Interfering with, burdening or disrupting the functionality of the Service;
- Breaching the security of the Service or publicly identifying any security vulnerabilities in it;
- Circumventing or manipulating the operation or functionality of the Service, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Service;
- Sending automated or machine generated queries;
- Using robots, crawlers and similar applications to collect and compile content from the Service or send data to the Service including for the purposes of competing with the Service, or in such ways that may impair or disrupt the Service's functionality;
- Displaying or embedding content from the Service, including by any software, feature, gadget or communication protocol, which alters the content or its design;
- Impersonating any person or entity, or making any false statement pertaining to your identity or affiliation with any person or entity;
- Collecting, harvesting, obtaining or processing personal information regarding the Service's users, without their prior explicit consent;
- Abusing, harassing, threatening or intimidating other users of the Service;
- Linking to the Service from web pages or applications that contain pornographic content or content that encourages racism or wrongful discrimination;

- Engaging in any activity that constitutes a criminal offense or gives rise to civil liability;
- Violating any applicable law;
- Uploading to or making available on the Service content which may be considered as -
 - Infringing or violating intellectual property rights of other parties, including copyrights, patents, trade secrets and trademarks;
 - Identifying minors, their personal details or their address and ways to contact them;
 - Software viruses, Trojan Horses, worms, vandals, spyware, ransomware and any other malicious applications;
 - Constituting a violation of a person's right to privacy or right of publicity;
 - Threatening, abusive, harassing, defamatory, libelous, vulgar, violent, obscene or racially, ethnically or otherwise objectionable;
 - Unsolicited commercial communications ('spam'), chain letters, or pyramid schemes.
 - Otherwise prohibited by any applicable law.

You are solely responsible for the content you make available through the service and for the consequences associated with doing so.

We encourage respectful behavior. If you find any content on the App that violates these Terms of Use, please let us know by contacting us at: contact@mugo.co. We will review every request and take action as necessary.

Blocking content. We may, but are under no duty to, review content made available through the App. We may, in our sole discretion, temporarily or permanently delete or block access to content, if we find such content in violation of these Terms.

INTELLECTUAL PROPERTY

Our intellectual property. All rights, title and interest in and to the App and the Service, including without limitation, patents, copyrights, trademarks, trade names, Service marks, trade secrets and other intellectual property rights and any goodwill associated therewith, but excluding any content that originates from users, are the exclusive property of MUGO and its licensors.

Restrictions. You may not copy, distribute, display or perform publicly, make available to the public or communicate to the public, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use of, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of the App or the Service or any part thereof, in any way or by any means.

You may not use any name, mark, logo or domain name that is confusingly similar to our marks, logos and Internet domain names. You must refrain from any action or omission that may dilute, or damage our goodwill.

CONTENT

In this chapter we describe what you can and cannot do with content that you provide through the App.

Legal Use. You declare that you are lawfully registered with the music providers you choose to use through our App and that you comply with their terms of use. You also declare that you only share information about music that you have lawfully obtained.

Your Content. You may share content with other users of the App, ranging from information about the music you listen to, music that you alone have created and recorded, the playlists you compose, your list of friends,

posts, comments and messages, images, photos, video clips and any other work of authorship. Content that you and other users share through the App will be referred to as “**User Content**”.

We do not claim any ownership to User Content. However, you grant us an irrevocable, perpetual, world-wide, royalty-free, sub-licensable and assignable license to copy, reproduce, create derivative works of, distribute, broadcast, make available and communicate to the public your User Content in order to provide the Service and its features.

Third Party Content. The Service may include content that third parties – either music providers or other users – own (“**Third Party Content**”). Please note that Third Party Content is protected by intellectual property rights whether or not it is identified as being protected. You are not granted any ownership rights in Third Party Content and you must deal with it only in accordance with the law. The rights in the Third Party Content are not owned by us.

We do not endorse Content. The display of any User Content or Third Party Content (both together, the “**Content**”) does not constitute our endorsement, sponsorship, recommendation or encouragement concerning the Content.

Your Content is public. Unless you set your account to private listening, Content that you provide through the Service may be available to all registered users of the Service. Note that private listening mode only applies to music activities within the App. User Content you upload to your profile may be available to all registered users. For more information about private listening mode and your content visibility, see our [Privacy Policy](#).

Links. The Service and the Content may include links to other online resources that third parties provide. We do not operate or monitor these online resources or their content. We assume no responsibility or liability for such third party content or their availability.

REQUESTS TO REMOVE CONTENT FROM THE SERVICE

Requests to remove content due to copyright infringement, must be made in accordance with our [Copyright Policy](#). After receiving a request to remove or re-post content on the Service, we will review the request and take action as necessary.

FEE-BASED SERVICES

Fee based Services. The Service is free of charge, except that certain features on the Service may require payment (“**Fee-Based Services**”). We may, at any time and in our sole discretion, change a free-of-charge feature to a fee-based feature.

Changing Rates. We may from time to time change the rates of our Fee-Based Services. If we choose to do so, we will publish the new rates on our fee schedule the InApp purchase process that you go through when you purchase a Fee-Based Service. The rates of our Fee-Based Services do not cover and are unrelated to any fees that apply to the music providers you are subscribed to.

Failing to Pay. Failing to settle your payments for Fee-Based Services will prevent you from continuing to use the Service, without regard to any other remedies available to us under applicable law.

AGE RESTRICTION

If you are under the legal age of maturity in your jurisdiction (normally 18 years), then you must obtain permission from your parent or legal guardian to accept these Terms. By using the Service, you declare to us that you have obtained it. **If you are under the age of 13 you may not use the Service in any way.**

TERMINATION

Terminating Your Account. You may, at any time, request to terminate your account by contacting us at contact@mugo.co. Please note that merely uninstalling the App won't delete your account and its details, including all the information maintained in it, which would still remain with us.

We may temporarily or permanently limit, block your access to or terminate your user account, if we determine that you breached these Terms.

Upon termination of these Terms or your account, for any reason, your right to use the Service is terminated and you must immediately cease using the Service; and we will not be liable to you for termination of access to the App.

Operation of the Service. We may at any time discontinue or terminate the operation of the App or the Service, or any part thereof, temporarily or permanently, for all users, or for certain users, without any liability to you.

CHANGES

Changing the Service. We may, at any time and without prior notice change the layout, design, scope, features or availability of the App, our Website and the Service.

Changing these Terms. We may revise these Terms, in whole or in part, at any time by putting you on notice of the amended Terms. Your continued use of the App after the effective date of the amended Terms constitutes your consent to the amended Terms.

DISCLAIMER OF WARRANTY

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. WE AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS AND AFFILIATES (THE "STAFF") DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, ITS CONTENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY, ACCURACY, ENHANCED GOODWILL OR EXPECTED BENEFITS.

WE DO NOT WARRANT THAT (1) THE APP WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS IN ANY WAY; (2) THE APP WILL ALWAYS BE AVAILABLE OR FREE FROM MALWARES, COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS; (3) THE QUALITY OF THE SERVICE, THE MUSIC VIDEOS AND ITS AUDIO OR OTHER CONTENT AVAILABLE THROUGH OR IN THE APP, WILL MEET YOUR EXPECTATIONS; (4) THE CONTENT PRESENTED THROUGH THE APP WILL BE ACCURATE, BENEFICIAL OR RELIABLE; (5) THE RESULTS OF THE USE OF THE SERVICE WILL BE SATISFACTORY AND WILL FIT YOUR EXPECTATIONS OR REQUIREMENTS.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICE, OR THE CONTENT PRESENTED ON OR THROUGH THE APP, WHETHER OR NOT MADE BY ANY OF OUR STAFF, WHICH IS NOT EXPRESSLY CONTAINED IN THESE TERMS, SHALL BE DEEMED TO BE A WARRANTY BY THE INVOLVED PERSONS FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF OUR STAFF WHATSOEVER.

YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE APP IS ENTIRELY, OR AT THE MAXIMUM PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR STAFF, SHALL NOT BE LIABLE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE CONTENT, THE USE OF, OR THE INABILITY TO USE THE SERVICE OR ITS FEATURES, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE APP, OR FROM ANY FAULT, OR ERROR MADE BY OUR STAFF, OR FROM YOUR RELIANCE ON CONTENT AVAILABLE ON OR THROUGH THE APP, OR FROM ANY COMMUNICATION THROUGH THE APP, OR WITH OTHER USERS ON THE SERVICE, OR FROM ANY DENIAL OR CANCELATION OF YOUR USER ACCOUNT, OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF YOUR CONTENT ON THE APP. IN ANY EVENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL, MAXIMUM AND AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES SHALL BE LIMITED TO HALF THE FEES YOU PAID US (IF ANY) IN THE TWELVE MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE CLAIM.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WE WILL BE FULLY RELEASED FROM OUR OBLIGATIONS AND LIABILITY TO YOU IF YOU HAVE BREACHED THESE TERMS, ANY OTHER TERMS, RULES OR REGULATIONS APPLICABLE TO THE SERVICE, OR IF THROUGH YOUR USE OF THE SERVICE, YOU INFRINGED OR VIOLATED ANY OTHER PERSON'S RIGHTS.

INDEMNIFICATION

To the maximum extent permitted by law, you will indemnify and hold harmless at your own expense, us, our Staff and anyone acting on our behalf, from and against any damages, costs and expenses, resulting from any claim, allegation or demand, connected with your use of the Service, your breach of these Terms or infringement of any other person's rights.

APPLICATION MARKETPLACE

Your use of the Service may be subject to additional third party terms and conditions that govern that application marketplace from which you downloaded the App, such as iTunes, Google Play or Amazon App-store for Android. Such third parties are not responsible for providing maintenance and support services with respect to the App.

The following terms apply if you downloaded an App from Apple's App Store. You and us agree and acknowledge as follows:

These Terms are concluded between yourself and us, and not with Apple Inc. ("Apple"). Apple is not responsible for the App. In the event of a conflict between these Terms and the App Store Terms of Service then the App Store Terms of Service will prevail, solely with respect to the conflicting provisions.

The license granted to you for the App is limited to a non-transferrable license to use the App on any iOS Products that you own or control, and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such App may be accessed, acquired, and used by other accounts associated with the purchaser via Family Sharing.

In the event of a failure to conform to any applicable warranty (if any warranty is applicable), you may notify Apple, and Apple will refund the purchase price for the App to you (if you paid any). Apple has no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, will not be at Apple's responsibility.

Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.

In the event of any third party claim that the App or your possession and use of the App infringes that third party's IP Rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such infringement claim.

You must comply with applicable third party terms of agreement when using the App (e.g. you must not be in violation of your wireless data Services agreement when you use the App).

Apple and Apple's subsidiaries are third party beneficiaries of these Terms. Upon Your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

GOVERNING LAW, JURISDICTION

Regardless of your place of residence or where you access or use the Service from, these Terms and your use of the App will be governed by and construed solely in accordance with the laws of the State of Israel.

The competent courts in the District of Tel-Aviv-Jaffa in Israel will have exclusive and sole jurisdiction over any dispute, claim or controversy relating to the App and the Service or with respect to any matter relating to these Terms. You hereby expressly consent to personal jurisdiction in Israel and expressly waive any right to object to such personal jurisdiction or the non-convenience of such forum.

Notwithstanding the foregoing, we may lodge a claim against you pursuant to the indemnity clause above in any court adjudicating a third party claim against us.

GENERAL

Assignment. You may not assign or transfer your rights and obligations under these Terms without our prior written consent. Any attempted or actual assignment by you, without our prior written consent, shall be null and void.

Changes in ownership. In the event of M&A, we may, upon notice to you and without obtaining your consent, assign and delegate these Terms, including all of our rights, performances, duties, liabilities and obligations contained herein, to a third party.

Severability. If any provision of these Terms is held to be illegal, invalid, or unenforceable by a competent court, then the provision shall be performed and enforced to the maximum extent permitted by law to reflect as closely as possible, the original intention of that provision, and the remaining provisions of these Terms shall continue to remain in full force and effect.

Interpretation. The section headings in these Terms are included for convenience only and shall take no part in the interpretation or construing of these Terms. Whenever used in these Terms, the term "Including", whether capitalized or not, means without limitation to the preceding phrase. All examples and e.g. notations are illustrative, not exhaustive.

Entire agreement. These Terms constitute the entire agreement between you and us concerning the subject

matter herein, and supersede all prior and contemporaneous negotiations and oral representations, agreements and statements.

Waivers. No waiver, concession, extension, representation, alteration, addition or derogation from these Terms by us, or pursuant to these Terms, will be effective unless consented to explicitly and executed in writing by our authorized representative. Failure on our part to demand performance of any provision in these Terms shall not constitute a waiver of any of our rights under these Terms.

Relationship. These Terms do not create any agency, partnership, employment or fiduciary relationship between you and us.

CONTACT US

At any time, you may contact us with any question, request, comment or complaint that you may have with respect to the Service or these Terms, at: contact@mugo.co, or through our online contact form.

Effective Date: October 1, 2017.