MADVERSE TERMS OF SERVICE

EFFECTIVE AS OF NOVEMBER 5, 2026

Welcome to the Madverse website which is located at www.madverse.co (the "**Site**"). The following Terms of Service ("**Terms**") contain the terms and conditions that govern your use of the Site. Any use of the services provided by Madverse shall be subject to the Madverse Digital Distribution Services Agreement. Access and use of the Site constitutes your agreement to and acceptance of all the Terms.

Nesho Entertainment Private Limited and its Affiliates (defined below) (collectively "**Madverse**" or "**we**") provides the Services (as defined below) to the User ("**you**" or "**your**") through its web platform located at the Site. By accepting these Terms or by accessing or using the Site and the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms, including the Madverse Privacy Policy, the Madverse Distribution Agreement and any other legal terms & conditions as listed by Madverse on the Site. If you are entering into this agreement on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms, in which case the terms "**you**" or "**your**" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these Terms, you shall discontinue all use of the Site and the Services and may not use the Service.

Madverse reserves the right to modify or update these Terms from time to time by providing prior notice either by emailing the email address associated with your account or by posting a notice on the Platform (as defined below). The revised Terms will become effective thirty (30) days after we communicate the revisions, and if you use the Services after that date, your continued use will be deemed acceptance of the revised Terms. If any change to these Terms is not acceptable to you, your only remedy is to stop using the Site and the Services (in accordance with the termination provisions of the Madverse Distribution Agreement and/ or other applicable terms and conditions)

Madverse will make available to you the Platform, the Site and the Services, subject to and in accordance with these Terms, including the Madverse Privacy Policy, the Madverse Digital Distribution Services Agreement and any other legal terms & conditions as listed by Madverse on the Site.

1. DEFINITIONS

For the purposes of these Terms:

(a) Affiliates shall mean and include Madverse Corporation Inc., Madverse Music Publishing Private Limited and any other entity as specified from time to time, which is directly or indirectly Controlled by Nesho Entertainment Private Limited.

(b) Content shall mean the album art, lyrics, graphics, fonts, photographs, written content, metadata, descriptions etc. uploaded to the Platform by its Users, in accordance with these Terms.

(c) Control shall mean the beneficial ownership directly or indirectly of more than 50% of the voting shares or securities of such entity or the power to control the majority of the composition of the board of directors of such entity or the power to direct the management of business or policies of such entity by contract or otherwise and the terms "Controlling" and "Controlled" shall be construed accordingly.

(d) Distribution Plan shall refer to the applicable distribution service plan chosen by the User.

(e) Platform shall mean Madverse's proprietary platform and associated technology available on the Site, made available by Madverse to you in accordance with these Terms, including the Madverse Privacy Policy, the Madverse Distribution Agreement and any other legal terms & conditions as listed by Madverse on the Site.

(f) Services shall mean the services rendered by Madverse, through its subsidiaries and collaborators, related to (i) the distribution of the Songs/Videos, in accordance with the applicable Distribution Plan, including but not limited to the placement of the Songs/Videos in authorised digital stores and streaming platforms; (ii) the collection of streaming revenues and the payment of the percentages that correspond to the User, in accordance with its Distribution Plan, the Madverse Distribution Agreement and these Terms; and (iii) marketing, promotional and analytical services in relation to the aforementioned activities.

(g) Song(s) shall mean the sound recording(s) (including the underlying works) which are uploaded to the Platform by Users for distribution according to the applicable Distribution Plan.

2. USE OF THE SITE, PLATFORM & SERVICES

(a) Your use of the Site, regardless of the plan you choose, constitutes a personal use license, which in no way authorizes you or any third party authorised by you to any use other than as implied or intended by the Platform and the Services.

(b) The Services are only available to individuals aged eighteen (18) years or older and to any legal entity with the capacity to be bound by applicable contract law, and shall be subject to contractual obligations and rights.

(c) You are strictly prohibited from engaging in or authorising any third party to engage in any of the following activities:

(i) Fix, record, produce, reproduce, store, distribute, communicate, make available, transport, or market the software on the Site and/ or Platform, as well as any type of material contained therein, including sounds, names of artists, images, graphics with and without animation, programming code, etc.
(ii) Reverse engineer or decompile all or part of any software contained on the Site and/ or the Platform;
(iii) Omit or remove any copyright as well as any other rights holder of the Songs/Videos.
(iv) Transfer or offer to download any of material from the Platform on any unauthorised third-party server;
(v) Manipulate or interfere with the operation of the Site and/ or the Platform, including but not limited to any fraudulent or wilfully negligent act or omission that impacts the Site, Platform and/ or the Services.

(d) Any violation of the provisions of these Terms, specifically this Clause, will result in the immediate and automatic termination of your license to use the Site, the Services and the Platform. In such an instance, you shall destroy any type of Content/ material downloaded from the Site and/ or the Platform, whether in digital or printed format. Madverse reserves its right to initiate suitable legal proceedings to enforce its rights under law. A breach of these Terms or the Madverse policies may also lead to removal of content, suspension or termination of your account, penalties under applicable law and, where the law requires, reporting to the relevant authorities.

(e) Madverse does not guarantee that the content of the Site, including the Platform or any links contained in the Site, is error-free, accurate, complete, or up-to-date. Madverse reserves the right to make changes to the Site and/ or the Platform at any time without providing you or anyone else with any notice.

3. OWNERSHIP & INTELLECTUAL PROPERTY

(a) You acknowledge and agree that, as between the parties, Madverse retains all right, title, and interest in and to the Site, Platform and the Services, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Madverse grants no, and reserves any and all, rights other than the rights expressly granted to you under these Terms with respect to the Platform or the Services. You will not remove, obscure, or alter any intellectual property rights notices relating to the Platform.

(b) The trademarks, service marks, and logos of Madverse (the "Company Trademarks") used and displayed on this website are trademarks or service marks of Madverse. Other company, product, and service names located on the website may be trademarks or service marks owned by third-parties (the "Third-Party Trademarks", and, collectively with the Company Trademarks, the "Trademarks"). Nothing on this website or in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this website without the prior written consent of Madverse specific for each such use. The Trademarks may not be used to disparage Madverse or the applicable third-party, Madverse's or third-party's products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any website is prohibited without Madverse's prior written consent. All goodwill generated from the use of any Company Trademark shall inure to Madverse's benefit.

(c) Songs, Videos & Content. Madverse receives the license for the distribution for the digital transmission of the Songs, Videos and Content, pursuant to any User signing up for the Services.

By using the Services, you, the User, declare that you are the owner of the Songs/Videos and/ or have the necessary rights and authority to license the Songs/Videos and Content as intended for the Services. The User is responsible for the authenticity, legitimacy and veracity of the Songs/Videos, Content and information made available to Madverse. The User is liable to indemnify Madverse and hold it harmless against any claim related to the Songs/Videos and/ or the Content that the User makes available to Madverse, regardless of the nature of such claim.

4. INTELLECTUAL PROPERTY VIOLATIONS

(a) Any person who wishes to file a complaint because they consider themselves the owner of the copyright or related rights, without prejudging their quality of ownership of rights with respect to the work(s) claimed, must include the following information in the notice submitted to Madverse:

(i) Identify the infringing content in the applicable Song or Video
(ii) Name of the owner or authorised legal representative and contact details;
(iii) Details of the original content – identify the original content, provide details of date and location of first publication and any other relevant information (e.g. copyright registration, if applicable).

(b) Madverse may withdraw, disable or suspend unilaterally and in good faith, access to the publication, dissemination, public communication, and/or exhibition of Songs/Videos or Content, to prevent the violation of legal provisions or obligations derived from contractual or legal relationships, taking in any case reasonable measures to notify the person whose material is removed or disabled.

(c) Madverse reserves the right to terminate User accounts of repeat offenders in relation to any intellectual property infringement, using effective technological measures and/or algorithms at its disposal to detect such infringement.

(d) Any User who has their Content/ Song/ Video removed or suspended under these Terms by Madverse may request for a review of the decision by Madverse by writing to trustandsafety@madverse.co; provided the request for review is supported with sufficient material defending the continued distribution or retention of the Content/ Song/ Video, as applicable. Regardless, Madverse is under no obligation to reinstate or continue to distribute the Content/ Song/ Video.

(e) Madverse shall report any request for review by a User to the complainant who reported such infringement, and unless the complainant has initiated legal proceedings for such infringement, Madverse may, subject to the material submitted for review, choose to reinstate or continue distribution of the Content/ Song/ Video in accordance with these Terms and the Madverse Distribution Agreement.

(f) In the event that Madverse detects any misuse or malicious use of the aforesaid procedure, it reserves the right to ignore subsequent claims or notices from such Users.

5. USE OF DATA & PRIVACY

(a) Madverse may: (i) copy, use, modify, distribute, display, and disclose your data solely to the extent necessary to provide the Services to you pursuant to the terms and conditions of these Terms; (ii) copy, modify, and use your data in connection with internal operations and functions, including, but not limited to, operational analytics and reporting, internal financial reporting and analysis, audit functions and archival purposes; and (iii) copy, modify and use your data on an aggregate and de-identified basis, stripped of any personally identifiable information, for marketing purposes and internal business purposes and analytics, provided that such use or disclosure does not identify you or your products, services, segments, attributes, search criteria or consist of data solely attributable to you. For purposes hereof, “your data” means any and all information collected and/or stored by or on behalf of you in connection with or derived from your use of the Platform, excluding data and information relating to the operation and/or performance of the Platform. Madverse reserves the right to access your account in order to respond to your requests for technical support. Madverse has the right, but not the obligation, to monitor the Service, the Platform and all video, audio, image, text, software and any other content or data available on the Platform or through the Service. This includes the use of automated content identification and AI-detection tools to review Songs, Videos and Content for compliance with these Terms and the Madverse policies.

(b) Madverse reserves the right to use your name, image, likeness and/or company name as a reference for marketing or promotional purposes, including but not limited to on Madverse’s website and in other communication with existing or potential Madverse customers. Please write to support@madverse.co in the event you do not wish to be used as a reference.

(c) You may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Madverse with respect to the Platform and/ or the Services. Madverse shall have full discretion to determine whether or not to proceed with the development of the requested enhancements, new features, or functionality. You hereby grant Madverse a royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback; and (b) use the Feedback and/or any subject matter thereof, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide, and/or lease products or services which practice or embody or are configured for use in practicing, the Feedback and/or any subject matter of the Feedback.

Please visit the Privacy Policy to understand how MADverse collects and uses personal information.

6. THIRD PARTY WEBSITES & SERVICES

(a) The Site may contain links to third-party websites ("External Sites"). These links are provided solely as a convenience to Users and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. Users should contact the site administrator or webmaster for those External Sites if Users have any concerns regarding such links or any content located on such External Sites.

(b) Madverse is not responsible for the content of any linked External Sites and does not make any representations regarding the content or accuracy of any materials on such External Sites. You are required to take necessary precautions when downloading files from all websites to protect Users' computers from viruses and other destructive programs. If you decide to access any External Sites, you are doing so at your own risk.

7. REPRESENTATIONS AND WARRANTIES

You represent and warrant to Madverse that (i) you have full power and authority to enter into these Terms; (ii) your activities in connection with the Site, Platform and/ or Services do not and will not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor be defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing; and (iii) you are eighteen (18) years of age or older.

8. DISCLAIMER OF WARRANTIES

THE SITE, THE PLATFORM, THE SERVICES, AND ALL SERVER AND NETWORK COMPONENTS ARE ALL PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND MADVERSE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT MADVERSE DOES NOT WARRANT THAT THE SERVICES OR THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS, INCLUDING

REVENUE GENERATION, THAT MAY BE OBTAINED FROM USE OF THE SERVICE, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM MADVERSE OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

9. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL MADVERSE BE LIABLE TO YOU OR ANY THIRD PARTY, UNDER CONTRACT, TORT OR OTHERWISE, FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, OR (B) FOR ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES IN EXCESS OF THE RUPEE EQUIVALENT OF ONE HUNDRED ($100) U.S. DOLLARS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

10. INDEMNIFICATION

You shall defend, indemnify, and hold harmless Madverse from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of these Terms, the Privacy Policy, any of the Songs/Videos and/ or the Content, or your other access, contribution to, use or misuse of the Service and/ or the Services. Madverse shall provide notice to you of any such claim, suit or demand. Madverse reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Madverse's defense of such matter.

11. ASSIGNMENT

You shall not assign these Terms without the prior written consent of Madverse, but Madverse may assign or transfer these Terms, in whole or in part, without restriction.

12. MISCELLANEOUS

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. The failure of Madverse to exercise or enforce any right or provision of these Terms shall not be a waiver of that right. You acknowledge that these Terms is a contract between you and Madverse, even though it is electronic and is not physically signed by you and Madverse, and it governs your use of the Site, the Platform and/ or the Services. Both parties agree that these Terms, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind Madverse in any respect whatsoever. In any action or proceeding to enforce rights under these Terms, the prevailing party

will be entitled to recover costs and attorneys' fees. All notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

13. GOVERNING LAW

These Terms shall be governed by the laws of India, without regard to the principles of conflicts of law. You hereby expressly agree to submit to the exclusive jurisdiction of the courts located in New Delhi, India, for the purpose of resolving any dispute relating to your access to or use of the Service.

14. NOTICES

If you have any questions or comments about these Terms, the Platform or the Services or you wish to report any violations or grievances, you can reach us at :

Mailing address: 15/9, Basement - Sarvapriya Vihar, New Delhi, India, 110017
Registered Address: 3721, Gali Barna, Sadar Thana Road, New Delhi, 110006
Email: support@madverse.co
Phone: +91 9289008479

Grievance Officer

In accordance with the Information Technology Act, 2000 and the rules made under it, the Consumer Protection (E-Commerce) Rules, 2020 and the Digital Personal Data Protection Act, 2023, Madverse has appointed the following Grievance Officer:

Name: Chetan Negi
Designation: Manager - Distribution
Email: grievance@madverse.co
Phone: +91 9355881183
Address: 15/9, Basement - Sarvapriya Vihar, New Delhi, India, 110017

The Grievance Officer will acknowledge your complaint within twenty-four (24) hours and will resolve it within seven (7) days of receipt, or within any shorter period that applicable law requires for that type of complaint. Requests for review of action taken on your Songs, Videos, Content or account may be sent to trustandsafety@madverse.co. You may also raise any complaint directly with the Grievance Officer.