

Content Moderation and Enforcement Policy - Play Your Tunes

This Content Moderation and Enforcement Policy ("Policy") applies to your use of the Platform. Please review this Policy carefully before using the Platform and periodically throughout your use of the Platform. PlayYourTunes is not a publisher of content on the Platform and, instead, (i) stores content and other information at the direction, request and with the authorization of its users, (ii) acts merely as a passive conduit and/or host for the uploading, storage and distribution of such content, and (iii) plays no active role and gives no assistance in the presentation or use of the content.

PlayYourTunes has the right, but not the obligation, to review and moderate the content on the Platform and to take actions against content that is illegal or otherwise objectionable. For purposes of this Policy, by "moderate" we mean taking action, either by automation or not, to identify or address illegal content, content that breaches the Terms, or otherwise objectionable activity. For clarity, PlayYourTunes does not actively monitor content or the Platform.

1. General provisions

PlayYourTunes employs numerous automated processes and techniques to address illegal and objectionable content on our Platform. At the point of sign up, you are required to agree to our Terms of Use and Community Guidelines (together the "Terms"). The Terms clearly state that you are not permitted to upload any illegal content or content that breaches the Terms.

All capitalised terms used herein but not defined in this Policy have the same meaning to them as given in the Terms.

Prior to the upload of content or direct interaction with other users of PlayYourTunes, you must become a member, which is a measure aimed at ensuring only genuine artists, songwriter and music lovers utilize PlayYourTunes, mitigating the risk of the anonymous proliferation of violative content. Please also be sure to review our Privacy Policy and Cookies Policy for more information on how we collect and use data relating to the use and performance of the Platform, as well as our responsibilities and your rights in relation to any processing of your personal data.

2. Content moderation

At its discretion, PlayYourTunes may use automated and manual tools to detect and prevent objectionable content. This is currently performed via two approaches:

- a. Detection of violative profile names, URLs, and profile descriptions.
- b. Detection of violative audio, images, and track data.

(a.) Words or phrases found to be a breach of our Terms will be prohibited from use in profile names, profile descriptions, and URLs. Any attempted use of violative words or phrases may result in automatic and permanent suspension from the platform.

(b.) A third party vendor may be used to proactively detect and remove violative uploaded audio, images and track data content. Image detection, audio matching and text recognition amongst other techniques are utilized in the detection of violative content. Detected content is either flagged for review or automatically suspended. Where content is flagged and subsequently removed, the account holder is issued a notification including a statement of reasons via the primary email associated with the account. Content removed in this manner will contribute towards a user's status as a Repeat Infringer, as detailed in section 5b below.

3. Our complaint procedure and decision-making process

3a. Complaint mechanisms

PlayYourTunes operates a report and takedown process (complaints procedure) for content suspected to breach its Terms or the law. You are encouraged to report any instances of violative content or behavior on the platform. Depending on your location, the complaints procedure can be initiated either via dedicated report forms in our help center or report buttons found on content in both the iOS and Android apps as well as on the website.

We encourage you to review the following resources for helpful information regarding whether the content in question could be considered violative prior to initiating the complaint procedure:

- Our Terms of Use
- Our Community Guidelines

All complaints are routed to our Trust & Safety Team for review. Our reporting options are easy to find and use, and the complaints procedure is streamlined and straightforward.

To streamline the reporting process and make sure it reaches the relevant team as quickly as possible your notices must contain:

- a sufficiently substantiated explanation of the reasons why you allege the information to be violative,
- a clear indication of the URL,
- your name and email address, and
- a confirmation that the information and allegations it contains are accurate and complete.

Insufficient notices will be rejected.

Upon lodging a complaint, a confirmation of receipt will be sent to the email address provided in your complaint.

3b. Complaint review process

When the Trust & Safety Team reviews reported content, the Terms, Community Guidelines, and applicable law are all considered as relevant criteria.

Complaints and requests for information from law enforcement authorities are routed directly to the Trust and Safety team to be prioritized and reviewed in an expedited manner including removal orders received from competent authorities within the United Kingdom on addressing the dissemination of terrorist content online.

We may work with a third party to proactively detect problematic content on our Platform. Content flagged via this third party solution is actioned via their moderation platform as set forth above in section 2b. Where content is flagged for manual review, it is dealt with in the same manner as content flagged via the complaints procedure.

Complaints are prioritized and reviewed in line with internal guidelines, as quickly as possible and in compliance with our legal requirements. For example: we aim to review unlawful content, such as terrorist content, within 24 hours of receipt of complaint (some exceptions apply). Usually, decisions on content removal requests are made within one week of receipt (there may be occasional exceptions).

Where content is removed, the account holder will be notified. The notification will state the reasons for the removal and the right to appeal our decision (see section 6 below).

Where complaints do not result in content removal, we notify the complainant via written notice to explain the decision and make them aware of the right to appeal (see section 6 below).

Where required by applicable laws, some adjustments to the content or timing of our complaints procedure may be required, to ensure that we are complying with our legal obligations.

4. Copyright infringement

4a. Reporting infringements

Please follow the instructions under our “Copyright Information Pages”

5. Content and profiles removals

5a. Content restrictions

PlayYourTunes reserves the right to block, remove, delete, limit or restrict access to any content at any time, without liability, including without limitation, if we have reason to believe that such content does or might infringe the rights of any third party, has been uploaded or posted in breach of these Terms or law, or is otherwise unacceptable to PlayYourTunes. If we remove or restrict access to your content, where required by applicable laws we will notify you and explain the reason for our decision.

Individual uploaders have control over the audio content that they store in their account and may remove any or all audio content or other content without notice. You have no right of continued access to any content and PlayYourTunes shall have no liability in the event that you are unable to access any content due to its removal from the Platform, whether by PlayYourTunes or the relevant uploader.

If we become aware that any of Your Content infringes the copyright or other rights of third parties, or if we believe that your behavior violates our Terms or applicable law, depending on the gravity, we may, without limitation, send you a written warning to this effect or take action such as suspending or terminating your account.

5b. Repeat infringers - Protection against misuse

PlayYourTunes may suspend or terminate access to the Platform if PlayYourTunes determines, in its reasonable discretion, that you have repeatedly breached these Terms, for example where your content repeatedly breaches the Terms of Use or frequently submit notices or complaints (or appeals) that are manifestly unfounded (“Repeat Infringers”). When considering if you have breached the Terms, and to determine the steps we will take as a result of that behavior such as duration of suspension, we will take into account factors and circumstances such as the nature, number, seriousness and gravity of any such violations, and all types of content uploaded in breach of our Terms.

For example, if you repeatedly report content as violative and we find, repeatedly that your claims are unfounded, we may suspend your account for a period of [x] days.

5c. Termination

PlayYourTunes may suspend or terminate your access to the Platform (or certain features of the Platform) at any time if: (i) you are deemed to be a Repeat Infringer as described above; or (ii) you are in breach the Terms, including without limitation, the provisions of the following sections: Your Use of the Platform, Your Content, Grant of Licence, and Your Representations and Warranties.

Notwithstanding this, we may also suspend or terminate your account without warning if ordered to do so by a court, where applicable laws require us to do so, and/or in other appropriate circumstances, as determined by PlayYourTunes at its discretion. Please note we do not offer refunds to Subscription account holders whose accounts are terminated because of violations of the Terms.

6. Appeals

Where content is removed or a suspension/termination is issued, you have the right to appeal the decision made in all instances (subject to the limits described below). We clearly set out the rights of all parties to appeal a decision and how to do so] in the written warning or notice sent to you during the complaints procedure, as well as within the applicable notification.

Appeals are routed in a manner that ensures impartiality, meaning that no appeal is reviewed by the same party that made the original decision. Where a decision on an appeal is not forthcoming, there is a clear line of escalation to ensure a renewed decision is available.

You may file an appeal at any time following an initial decision.

If your appeal is unsuccessful, we will explain to you the reasons why. If your appeal is successful, your content will be restored.

You may also have additional appeal options, such as the possibility of an out-of-court dispute settlement process or to take legal action in court. For more information, see the section "Complaint Procedures" in our Terms of Use.

Where required by applicable laws, some adjustments to our appeals procedure may apply, to ensure that we are complying with our legal obligations.

7. Our commitment to human rights

At PlayYourTunes, we aim to provide a space where freedom of expression is encouraged and respected and where our users' safety and privacy is protected. PlayYourTunes diligently invests resources into operationalizing its Content Moderation and Enforcement Policy and places emphasis on the ability to both easily report potentially objectionable content, and to appeal any decisions taken during the moderation process, whilst also transparently informing all parties of decisions made during this process. These efforts form part of our larger commitment to respecting the internationally recognized human rights set out in the United Nations Guiding Principles on Business and Human Rights. Whilst we go to great efforts to ensure no unlawful or objectionable content remains on PlayYourTunes following our review process, we also recognize the importance of diversity in music and content found on PlayYourTunes. To this end, it is important to note that the Community Guidelines, which expand on the general provisions within the Terms of Use and aim to guide your utilization of PlayYourTunes, are not presented in rigid or absolutist terms. Rather, they intend to guide users into reasonable and valuable exchanges that encourage respect for diversity of opinion and experiences, and which promote discussion and constructive criticism.

8. Contact information

If you have questions or complaints about this Policy, please contact: **Legal@playyourtunes.com**