

Terms of Service

Effective Date: 15th October

Welcome to Ficus FM

These Terms of Service ("Terms") govern your use of Ficus FM ("App"), a music streaming service provided by ReactDaily ("Company"). By accessing or using the App, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the App.

1. License to Use the App

The Company grants you a non-exclusive, non-transferable, and revocable license to use the App for personal, non-commercial purposes. You may not use the App for any commercial purpose without the prior written consent of the Company.

2. Intellectual Property Rights

The App and its content, including but not limited to music, lyrics, and artwork, are the property of the Company, its affiliates, and/or its licensors. The App and its content are protected by copyright, trademark, and other intellectual property laws.

3. Prohibited Activities

You agree not to:

- a. Record, scrape, or download any audio content from the App, including but not limited to music and podcasts, without the prior written consent of the Company.
- b. Use any programming scripts or other automated means to access or use the App, including but not limited to scraping, crawling, or data mining.
- c. Distribute, share, or make available any music or other content from the App without the prior written consent of the Company.
- d. Use any music or other content from the App for commercial purposes, including but not limited to:
 - i. YouTube videos
 - ii. Instagram Reels

- iii. Snapchat
 - iv. TikTok videos
 - v. Advertisements
 - vi. Any other commercial use
- e. Use any music or other content from the App on social media platforms, including but not limited to:
- i. Facebook
 - ii. Instagram
 - iii. Twitter
 - iv. TikTok
 - v. Snapchat
 - vi. Any other social media platform
- f. Use any music or other content from the App in any way that could be considered a breach of copyright, trademark, or other intellectual property laws.

4. Royalties and Damages

If you use any music or other content from the App without the prior written consent of the Company, you agree to pay royalties for an appropriate amount based on the estimated damages. The Company reserves the right to determine the amount of royalties and damages.

5. User-Generated Content

You agree that any user-generated content, including but not limited to playlists, comments, and ratings, is the property of the Company and may be used, reproduced, and distributed by the Company without any compensation or attribution to you.

6. Termination

The Company may terminate your access to the App at any time, without notice, and without liability to you. Upon termination, you agree to immediately stop using the App and to delete all copies of the App and its content from your devices.

7. Dispute Resolution

Any disputes or claims arising out of or related to these Terms shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

8. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Karnataka, India. Any disputes or claims arising out of or related to these Terms shall be resolved through the courts of Bengaluru, India.

9. Changes to Terms

The Company reserves the right to modify or update these Terms at any time, without notice. Your continued use of the App after any modification or update constitutes your acceptance of the modified or updated Terms.

10. Contact Us

If you have any questions or concerns about these Terms, please contact us at hello@ficus.fm.

11. Refunds

No Refunds are issues for this product at this time. If you feel strongly, you can email us at hello@ficus.fm.

By using the App, you acknowledge that you have read, understood, and agree to be bound by these Terms.

Last Updated: 15th October