

FRAUD & INFRINGEMENT POLICY



This Streaming Fraud and Copyright Infringement Policy (the **"Fraud & Infringement Policy"**) governs your use of the MADverse Platform owned and operated by Nesho Entertainment Private Limited (hereinafter "MADverse", "us", "our", "we").

At MADverse, we are committed to maintaining the integrity of the MADverse Platform and ensuring a fair and transparent ecosystem for you. The Fraud & Infringement Policy sets forth our approach to addressing music streaming fraud and copyright infringement, ensuring compliance with applicable laws and regulations while protecting your rights and the rights of other artists and creators.

This Fraud & Infringement Policy applies to your use of the MADverse Platform. By using our Services, you agree to comply with this Fraud & Infringement Policy. You further agree and acknowledge that you have read and are compliant with the MADverse Terms of Service, Digital Distribution Services Agreement, Content Policy and Privacy Policy (collectively the **"MADverse Terms"**) and all other applicable laws.

This Fraud & Infringement Policy must be read in conjunction with the MADverse Terms. Any capitalized terms used but not otherwise defined in this policy shall have the meanings ascribed to them in the MADverse Digital Distribution Services Agreement, as applicable.

MADverse reserves the right to modify this policy to reflect evolving practices, technologies, and legal requirements. Continued use of the MADverse Platform constitutes your acceptance of these terms, as outlined in this and other policies governing our Services. This Fraud & Infringement Policy is effective as of the date you access the MADverse Platform

I. Streaming Fraud

(a) As referred to under Clause X of the MADverse Digital Distribution Services Agreement, **"Streaming Fraud"** refers to any intentional act or practice that manipulates, distorts or artificially inflates streaming counts associated with any Tracks, Videos or Content distributed on the MADverse Platform, through automated systems or coordinated human activity, with the intent to falsely increase revenue or influence chart positions. This includes, but is not limited to, the following activities:

a) Artificial Stream Generation: The creation of fake streams through automated bots, click farms, or any other means that do not reflect genuine user engagement, thereby producing unnatural and fraudulent income.

b) Unauthorized Access: Gaining access to user accounts or using compromised accounts to inflate stream counts or misappropriate revenue.

c) Ghost Streaming: Uploading modified versions of existing Tracks, Videos, Content to create the illusion of popularity and drive revenue without the authorization of the original rights holders. This may include providing a Track or Video or Content with misleading artist names or track titles or any other incorrect metadata that may create confusion and or false expectations among consumers and lead them to incorrect tracks/content.

d) Manipulation of Metrics: Any attempt to artificially enhance the visibility or ranking of a Track, Video or Content through deceptive practices, including misleading advertising or collaboration with third-party services that engage in such practices.

e) Impersonation: Impersonating another artist, songwriter, recording company, music publisher or other entity.

II. Copyright Infringement

As referred to under Clause X of the MADverse Digital Distribution Services Agreement, "Copyright Infringement" occurs when an individual or entity uses copyrighted material without permission from the rights holder, thereby violating the legal rights afforded to the creator. This includes, but is not limited to:

- a) **Unauthorized Distribution:** The distribution of Tracks or Videos or Content that has not been properly licensed or authorized by the rightful owner, including any Content containing copyrighted material from others without obtaining the necessary rights or permissions.
- b) **Alteration or Derivation:** Making modifications to copyrighted material, including remixes or adaptations, without obtaining the necessary rights or permissions.
- c) **Failure to Attribute:** Publishing or distributing any Tracks or Videos or Content without giving appropriate credit to the original creators, which may mislead users about the authorship and ownership of the material.

III. Penalties and Consequences

You are strictly prohibited from engaging in any activities that constitute Streaming Fraud or Copyright Infringement. If it is brought to our attention or if we find that you are engaging in or have committed such activities, MADverse reserves the right to impose the following penalties:

- a) **Withholding of Royalties:** MADverse shall withhold, reclaim, seize or recover any revenue generated as a result of such activity, as determined by MADverse and shall not be liable to disburse any amounts to you. Such streams will not earn royalties or count towards public streaming numbers, charts, or any recommendation algorithms.
- b) **Content Removal:** MADverse may further remove any Tracks, Videos, or Content linked to fraudulent activity from the Platform and associated distribution channels.
- c) **Account Suspension or Termination:** MADverse reserves the right to suspend or permanently delete your account and/or terminate your subscription to our Vibe, Rise or Star plans as the case may be.
- d) **Legal Action:** MADverse reserves the right to pursue legal remedies against you, including recovery of any financial damages incurred by MADverse or its stakeholders.

If you want to submit a complaint of Copyright Infringement to MADverse, please follow the steps provided under Clause 4 of the MADverse Terms of Service .