



Ithaaty Terms and Conditions

Please read the terms and conditions of using Ithaaty platform carefully, as they govern your access to the service or any materials provided through it.

By signing up for this service, you agree to these Terms and Conditions. If you disagree with it, you must not register or use it.

These terms contain mandatory terms in addition to penal and legal conditions that expose you to legal liability no matter the country you reside in.

Service Suppliers:

These conditions are adopted by the laws of your current country of residence, whether you are a resident or a guest in it, as they are also adopted by the laws of any country other than your current one of residence, whether you are a resident or a guest in them.

Age and eligibility requirements:

In order to use the service and access any content you need to:

- Be 13 years of age / minimum legal age or older in your country.
- Obtain the consent of a parent or guardian if you are a minor in your country.
- Have the ability to enter into a binding contract with Ithaaty and not be prevented from doing so under any applicable laws.
- Be a resident in a country that agrees to Ithaaty and does not mind or criminalize anyone participating in it.

Knowing that any information recorded or sent to us is entitled to keep it at all times.

Service restrictions for podcast content makers and modifications:

Ithaaty does not offer any guarantees that the service will be continuously available around the clock but we guarantee you that we will do our best to keep the service running continuously. Some technical difficulties or maintenance may result in periodic interruptions at any time and therefore my radio reserves the right to modify or discontinue the functions and features of the Service temporarily or permanently, With or without notice, without any accountability by you, except in cases prohibited by law, you are aware and agree that my radio is not obliged to maintain, support,

upgrade or update the Service, or provide any specific content through the service, this section will be applied to the extent permitted by law. Ithaaty or content makers may also remove any content without notice to the extent permitted by applicable law.

Third-party devices and programs:

The service can be combined with or otherwise interact with third-party apps, locations, services, computers, personal mobile phones, tablets, speakers and other third-party devices. Your use of third-party apps and devices may be subject to additional terms and conditions provided to you by the third party. On this basis, Ithaaty does not guarantee that third-party apps or devices are compatible with the service

Data errors:

The service provided to you as a content creator for content to use at our discretion allows you to present podcasts and demographic data to your fans. While we work hard to ensure the accuracy of the data, we do not guarantee that our Service or the data we collect through it will be available and error-free, including any type of data or information provided to you from time to time. In the event of a fault or error in the Service, we will do our utmost to address or correct errors. Accordingly, you agree to compensate us for any damage, liability or costs incurred as a result of an error or defect caused by your misuse of the data. We provide you with the data as it is, and if this data is used by us, it is your responsibility and at your discretion.

Although Ithaaty platform takes all precautions to preserve its stored content, you may not rely on the service as your only storage method. Therefore, Ithaaty is not responsible for any damage, deletion or failure to store any content, as you will have to keep backups of your own content.

Experimental features:

From time to time Ithaaty may offer experimental features to try and test new ideas, accordingly you may find that experimental features appear one day, are subject to periodic changes or even disappear altogether.

Your Account:

To use Ithaaty as a content creator you must create an account consisting of a username and password, and you are aware that you are solely responsible for all uses of your username and password in the service. In case of loss or theft of your entry data, or if you believe that there is unauthorized access to your account by third parties, customer service must be notified immediately and the username and password changed as soon as possible.

You are fully responsible for the conduct and activities occurring within your account and for compliance with these Terms by anyone accessing your account. If there is a dispute between you and any third party regarding ownership, the authorized use of the account, including the account of any of your commissioners, you will need to communicate with customer service. After notifying the dispute, Ithaaty has the right to suspend access to this account at any time and without any liability to you or to the commissioners or any other person or entity. The dispute may be resolved or they may seek redress from a competent court, so Ithaaty will comply with any legal order issued by a competent court.

Your rights to use the Service:

Access to Service:

We grant you limited, non-exclusive and cancellable permission for personal and non-commercial use except as expressly permitted for service and content. This access remains valid unless terminated by you or by my radio. In doing so, you agree that you will not redistribute or transfer the service or content.

My radio and content software apps are licensed and are not sold or transmitted to you even after they are installed on your devices, as my radio has all the copies of the apps and software content.

Ithaaty Property Rights:

The Service, Content, Trademark and any other features are the property of Ithaaty or its licensors. On this basis, these Terms do not grant you any rights to use any of the features whether for commercial use or otherwise, they are exclusive ownership of Ithaaty.

Therefore, you agree to abide by the instructions of Ithaaty user and not to use the service or content in any way that the terms do not allow.

User Guidelines:

To ensure a fun experience in Ithaaty, we have developed guidelines to use the service. You must abide by the prescribed regulations and laws, and respect third parties' intellectual property, privacy and other rights.

Participating entities:

If you use the Service or open an account on the Service on behalf of a company or enterprise, you guarantee the following:

1. You are an authorized representative of this entity with the power to require the entity to comply with the conditions and regulations.
2. The entity agrees to abide by the requirements and regulations.
3. To agree to abide by these conditions and regulations on behalf of this entity.

You are entitled to delegate your authority to additional users within the entity, pledging to my broadcasters that each of your commissioners has authority to use the service. If you authorize it, you agree that all commissioners adhere to the same conditions and regulations, and that the entity is fully responsible for any violation that may occur by these commissioners.

We also confirm that you, the commissioners or the entity, may publish the content and use of the service provided by us within the agreed terms and regulations.

Content and intellectual property rights:

User content (what you post on Ithaaty):

As a content creator or any of the entity's commissioners, you may post or upload the content on our platform, including all other information, content and materials uploaded, created, published or distributed to the service provided by us. Ithaaty is entitled to use, update or replace all or part of the information provided.

With full assurance that everything you publish is under your full responsibility, you undertake that:

1. You have the right to publish this content including rights and licenses relating to any material included in this content.
2. You do not violate the conditions and regulations set forth in Ithaaty, including intellectual property rights or any other rights of third parties.
3. You are solely responsible when implicitly or explicitly indicating any content endorsing or contravening membership of a particular entity or organization.
4. You are solely responsible for any legal matters and subsequent payments.
5. You are solely responsible for complying with the conditions and regulations stipulated in all matters relating to any third party.
6. You take into account that Ithaaty will not pay any fees due from any third party on your behalf or from any entity represented by you or any of your commissioners.
7. You ensure that all information you post on our platform is correct and accurate, bearing in mind that your content is publicly available and widely tradable and must be verified.

Advertisements included:

Ithaaty acknowledges and agrees that content may contain advertising messages or sponsorships in general when publishing and distributing content to other platforms and websites. Accordingly, you must abide by the terms and conditions of these platforms and sites and keep them in mind. The prohibitions you must consider include:

1. Advertising messages and sponsorships directed against Ithaaty or the service we provide.
2. Advertising messages and sponsorships for publication and distribution on Ithaaty.
3. Advertising messages and sponsorships containing pornographic clips, firearms, ammunition or any type of tobacco in its various forms.
4. Advertising messages and sponsorships for competing platforms for Ithaaty.
5. Use or publish any information or data concerning Ithaaty users, whether private or public, for any purpose, whether for advertising messages, sponsorships or any purpose.
6. Use Ithaaty name or any trademark name in sales promotions without prior consent.
7. Accordingly, Ithaaty has the right to remove any content containing advertising messages and sponsorships that are incompatible with these Terms and Conditions.

Submission of User Content:

You shall submit User Content to the Service through the submission of an XML-based standard web rich site summary feed format ("RSS Feed"), which RSS Feed may include various files and the transmission of text and other metadata. Soundtrap Users may submit User Content to the Service through the Soundtrap direct upload functionality.

Monitor and Remove User Content:

Ithaaty is not obliged to distribute the user's content, nor is it obliged to monitor or review it except to the extent prohibited by the prescribed law. Ithaaty has the right to remove or discontinue access to the content at its sole discretion, especially if Ithaaty finds any violation in its terms. We will have the right to take the necessary action without notice or prior warning.

Stopping or removing content will result in its deletion from the service, but you should know that content will still be available to non-callers who have saved content for offline listening and will be able to temporarily view and listen to content.

Ithaaty licenses:

Customer Support:

If there are any inquiries regarding podcast accounts please upload a ticket to our customer service department. We will do our utmost to respond to all your enquiries within a reasonable period of time, without our promise that we will respond promptly or within a specified period of time.

Conflicts and problems:

The Terms will apply to you until they are terminated either by Ithaaty or by yourself. We have the right to terminate these Terms. If there is any violation of these Terms, your access to the Service will either be suspended or discontinued under applicable law, and therefore you agree that Ithaaty will not assume any obligation towards you and will not refund any amounts you have previously paid.

Disclaimer and guarantees:

The service in Ithaaty is provided as it is and is available without any warranties of any kind. In addition, Ithaaty and all content creators disavow any implicit or explicit legal safeguards regarding content including satisfactory quality guarantees appropriate for marketing. Neither Ithaaty nor any content owner guarantees that Ithaaty service or content is free from malware or other malicious components. Additionally, Ithaaty does not provide any undertaking or warranty with respect to any third party applications or their content or user content devices or any product or service advertised

or provided by a third party through Ithaaty or any hyperlinked website. Ithaaty is not responsible for any transactions between you or any third parties mentioned above.

Third-party rights:

Third-party beneficiaries:

No third party is a beneficiary. These Terms are not intended to grant rights to any person except for you and my broadcasts. These Terms will not give interest or rights to any third party. Therefore, cancellation rights or consent to any change, waiver or settlement are not subject to the consent of any other person or third party.

Podcast Hosting Services:

If you are hosting your own content with a third party offering a similar service to our service, you acknowledge that this agreement is between you and Ithaaty only and not with that third party, the third party is not an intended beneficiary of these terms and is also not responsible for the service provided to you or the content.

Notwithstanding the foregoing, you acknowledge and agree that Ithaaty may at its sole discretion share content with streaming hosting services such as data analysis and may include data related to your user content.

Compensation:

You agree to release and compensate Ithaaty for all expenses and losses related to damage of any kind, including lawyers' fees and costs arising from:

- Ø Your breach of any of these Terms including any provisions included in Ithaaty.
- Ø Your posting or contribution to any user content in any way whatsoever.
- Ø Your violation of any law or rights of any third party.
- Ø Your participation in any activity through the service.

Applicable law and compulsory arbitration and its place:

The prevailing sharia and the law:

Terms and Conditions about Contract Disputes that might arise, are subject to the laws of Saudi Arabia in order to resolve any dispute relating to these Terms. Any non-contractual claims not subject to the Compulsory Arbitration Agreement, are not accepted by Ithaaty, nor are any mandatory rules with respect to the services provided under these Terms.

Renewal and Cancellation

With the exception of Paid Subscriptions for a Pre-Paid Period, your payment to itaaty or the third party through which you purchased the Paid Subscription will automatically renew at the end of the applicable subscription period, unless you cancel your Paid Subscription before the end of the then-current subscription period. Contact our Customer Support team [here](#) for instructions on how to cancel. The cancellation will take effect the day after the last day of the current subscription period, and you will be downgraded to the free version of the Ithaaty Service. We do not provide refunds or credits for any partial subscription periods, except as expressly stated in these Terms.