

# Voucher Code Terms and Conditions

Effective as from 1 June 2019

This document (“Voucher Code Agreement”) is a legally binding agreement between you and Anjisa Music NV, registered in Suriname under number 772201 (“TrackDrip”) that governs your purchase of a Voucher access code “Voucher Code” for access to the live version of the TrackDrip online streaming music service with offline mode and other additional features “Voucher Service.

By purchasing a Voucher Code you agree to the terms and conditions of this Voucher Code Agreement.

## 1. Rights of Voucher Code holders

The Voucher Code entitles the holder access to the Voucher Service in accordance with the terms stated in this Voucher Code Agreement and the TrackDrip General Terms and Conditions of Use. In order to use a Voucher Code you must agree to the TrackDrip General Terms and Conditions of Use and the TrackDrip Privacy Policy. If you do not agree to both then you will not be able to use the Voucher Code.

## 2. Changes to the Voucher Code Agreement

TrackDrip may make changes to this Voucher Code Agreement at its sole discretion. Any material changes will be communicated to you. Your use of the Voucher Code after such notification of changes to this Agreement will constitute your acceptance of such changes.

## 3. Use of Voucher Codes

In order to use your Voucher Code, please go to [www.trackdrip.com/redeem](http://www.trackdrip.com/redeem) and follow the instructions.

Voucher Codes are not redeemable for cash and may not be returned for a cash refund, exchanged, resold or used to purchase other Voucher Codes.

## 4. Validity and expiry of Voucher Codes

A Voucher Code is valid for one year from the date of purchase. This means that you will not be able to use your Voucher Code after the expiry date. Each Voucher Code will give you access to the Voucher Service and the Mobile Voucher Service for the length of time specified on your email or paper receipt.

## 5. Purchase of Voucher Codes

If you are ordering on the internet, by ticking the “I agree” box you agree to pay the fee for purchase of the Voucher Code. Such fee will be charged to in accordance with the payment method you have designated for your purchase. By designating a credit or debit card to be billed, you confirm that you are authorised to make such purchase and that you are the holder of such card (i.e. that the card is issued in your name). All prices stated on the TrackDrip website are inclusive of VAT (where applicable) and other applicable taxes and fees.

If you have purchased a Voucher Code online, the Voucher Code you have purchased will be delivered to the email address you have entered on TrackDrip's website at the time of purchase. Voucher Codes may only be used in countries where TrackDrip Voucher is available.

## **6. Cooling-off period**

If you have purchased your Voucher Code online, you have the right to cancel your purchase for a period of 14 days after you have received your email confirmation. To cancel your purchase of a Voucher Code, please email [info@trackdrip.com](mailto:info@trackdrip.com) with the full code number and Trackdrip will refund you. Please note once you use the code to access the Voucher Service or the Mobile Voucher Service you will no longer be entitled to a refund, even if you cease to use the Voucher Service. In addition, after the 14-day period has elapsed you no longer have the right to cancel your purchase and receive a refund even if you do not subsequently log into the Voucher Service.

## **7. Customer support**

If you have any questions concerning a Voucher Code or this Voucher Codes Agreement, please contact TrackDrip customer service by e-mailing us at [support@trackdrip.com](mailto:support@trackdrip.com)

## **8. Term and termination**

This Voucher Codes Agreement will become effective in relation to you when you have ticked the “I agree” box when purchasing a Voucher Code and will remain effective until terminated by you or TrackDrip.

## **9. Privacy**

You agree that TrackDrip has a right to collect and process the personal information we collect from you in accordance with the TrackDrip Privacy Policy.

## **10. Assignment by TrackDrip**

TrackDrip may assign all or any part of this Voucher Codes Agreement or any part thereof without restrictions. You may not assign this Agreement to a third party without the prior written consent of TrackDrip.

## **11. Limitation of liability**

In no event shall TrackDrip, its affiliates, officers, directors and employees be liable for any direct, indirect, incidental, special or consequential damages (including but not limited to any loss of data, service interruption, computer failure or pecuniary loss) arising out of the use of or inability to use the Voucher Code, even if you have advised TrackDrip about the possibility of such loss, and including any damages resulting therefrom.

If your Voucher Code does not work, then your only remedy is to contact [support@trackdrip.com](mailto:support@trackdrip.com) to receive a replacement code or refund.

Nothing in this Voucher Code Agreement removes or limits TrackDrip's liability for fraudulent misrepresentation, death or personal injury caused by its negligence.

## **12. Indemnity**

You agree to indemnify and hold TrackDrip and its officers, directors, employees and licensors harmless from any claim or demand (including but not limited to reasonable legal fees) made by a third party due to or arising out of or related to your violation of the terms and conditions of this Agreement or your violation of any laws, regulations or third party rights.

## **13. Entire agreement**

This Voucher Code Agreement together with the TrackDrip Privacy Policy constitutes all the terms and conditions agreed upon between you and TrackDrip and supersedes any prior agreements, whether written or oral. Any additional or different terms or conditions in any written or oral communication from you to TrackDrip are void. You agree and accept that you have not accepted the terms and conditions of this Voucher Codes Agreement in reliance of or to any oral or written representations made by TrackDrip not contained in this Voucher Codes Agreement.

## **14. Governing law and disputes**

This Agreement shall be governed and construed in accordance with the laws of the country of your residence. Any dispute, controversy or claim arising out of or in connection with this Agreement will be subject to the non-exclusive jurisdiction of the court or other tribunal closest to your home with the appropriate knowledge and expertise to deal with such dispute, controversy or claim.

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