

### SHORT DESCRIPTION: WHAT IS IT ALL ABOUT?

**ABU Music Exchange (AMX):** An online interactive exchange platform on Media Beach's global content exchange for ABU members to upload, publish, view, preview, request, deliver, submit, transmit and download.

## Q. Who are eligible to become AMX Users?

A. All Full, Additional Full and Associate members.

## Q. Is there a service fee for accessing the AMX?

A. No, there is no fee for joining the AMX until December 31<sup>st</sup> 2019.

## Q. What is the term of the AMX Contract? / For how long can a User be a AMX Member?

A. The term of the AMX Contract expires after 3 years from the date of signing the contract or until December 31<sup>st</sup> 2019 whichever is before.

## Q. Who will hold rights in the content uploaded?

A. All rights, title and interest including copyright, trademark and other proprietary marks will vest with the respective users who upload the content (known as Contributors).

### Q. On what terms is a User granted a license to be an AMX Member?

A. License granted to a User is on non – exclusive, non – transferable basis.

#### Q. Under what circumstances can content be removed by ABU / Media Beach?

A. Under the following circumstances – (i) if there is a breach of warranty between ABU and Media Beach (ii) if the content fails to comply with the content regulations as specified under Clause 5.1 of the AMX Agreement (iii) if the content is false or makes misrepresentations (iv) if the content damages the goodwill or reputation of Media Beach, the AMX or any Uses (v) if a third claims or ABU / Media Beach considers, that the User who submitted the content did not have the right to exploit or license such content.

## Q. On what platforms can the downloaded music be broadcasted and under what financial conditions?



A. On radio and on free basis only including simulcast and webcast.

# Q. What is a User's liability regarding copyright for the content uploaded to the AMX?

A. Users will be solely liable for seeking copyright and other licenses before uploading the audio content to the AMX. Under no circumstance, will ABU be responsible for any dispute arising on account of copyright infringement.

## Q. Are Users permitted to give third party access for the use of AMX?

A. No, users are not permitted to give third party access for the use of AMX.

#### Q. Under what circumstances can the contract be terminated?

A. It can be terminated under three circumstances – (i) If the User commits a material breach of the Agreement (ii) If the User fails to comply with the duties and obligations as set forth in the Agreement (iii) If the Agreement between ABU and Rights Holders is terminated or suspended.