

## MCE Forever On Podcast Streaming Terms and Conditions

---

The following Terms of Use are entered into by and between You and More Coke Entertainment (PTY) LTD ("Company", "we", or "us").

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of MCE Forever On, including any content, functionality and services offered on or through <https://mce-entertainment.com> (the "Website"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. If you do not want to agree to these Terms of Use including the agreements incorporated by reference herein, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

**A. Privacy Policy.** MCE (PTY) LTD respects your privacy and permits you to control the treatment of your personal information. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

**B. Website Use and Account Security.** We reserve the right to withdraw or amend this Website and any service or material we provide on the Website in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website and any resources downloaded from the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

**C. User Account.** To access certain features of the Website, we may ask you to provide certain information such as name and e-mail address. You agree to provide true, accurate, current and complete information about yourself as prompted by the Website's registration form. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that MCE is not responsible for third party access to your account that results from theft or misappropriation of your account. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we reserve the right to suspend or terminate your account and refuse any and all current or future use of the Website.

**D. Content.** By posting, downloading, displaying, performing, transmitting, or otherwise distributing information or other content to the Website, you are granting MCE (PTY) LTD and its associates a license to use, copy, distribute, transmit, display, reproduce, edit your content. And by posting content to the website, you warrant that you own the rights to the content or authorised to post, display, transmit the content. You agree not to post, display, perform, transmit any content that are libelous, defamatory, obscene, pornographic, abusive, or threatening; advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; advertises or otherwise solicits funds or is a solicitation for goods or services. MCE (PTY) LTD reserves the right to terminate your receipt, transmission, or other distribution of any such material using the Service, and, if applicable, to delete any such material from its servers.

**E. Violations.** MCE (PTY) LTD and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

**H. Prohibitions.** You are prohibited from violating or attempting to violate any security features of the Website or Service, including, without limitation, accessing content or data not intended for you, or logging onto a server or account that you are not authorised to access; attempting to probe, scan, or test the vulnerability of the Service, the Website, or any associated system or network, or to breach security or authentication measures without proper authorisation; interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Website or Service, overloading, "flooding," "spamming," "mail bombing," or "crashing"; using the Website or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by MCE (PTY) LTD in providing the Website or Service. Indemnify

**I. Governing Law.** These terms are governed by South African law. Any contract for the purchase of products and services from this site and any dispute or claim arising out of or in connection with any such contract will be governed by South African law. You and we both agree that the courts of Scotland will have non-exclusive jurisdiction.

**ALL OF THE WEBSITE MATERIALS, CONTENT, PRODUCTS AND SERVICES ON THE WEBSITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, AND TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MCE DISCLAIMS ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MCE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE OR ITS CONTENT, INCLUDING THIRD-PARTY AND SERVICES OFFERED THROUGH THE WEBSITE, ON THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVERS THAT MAKES THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MCE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULT OF THE USE OF THE WEBSITE AND ITS CONTENT, INCLUDING THIRD-PARTY PRODUCTS AND SERVICES OFFERED THROUGH THE WEBSITE, AVAILABLE ON THE WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, OR OTHERWISE.**

**THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY FAILURE OF PERFORMANCE, NEGLIGENCE, OR FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT MCE IS NOT LIABLE FOR DEFAMATORY, OFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD-PARTY USERS OF MCE OR ANY CLAIM FOR VIOLATION OF PUBLICTY OR PRIVACY RIGHTS.**

**USE OF THE SITE, INCLUDING BUT NOT LIMITED TO THE USE OF ANY INTERACTIVE AREA, ANY SOFTWARE, ANY SOFTWARE DOWNLOADS, AND ANY THIRD-PARTY PRODUCTS AND SERVICES OFFERED THROUGH THE SITE IS AT YOUR EXCLUSIVE RISK, AND THE RISK OF INJURY FROM THE FOREGOING RESTS EXCLUSIVELY WITH YOU.**

MCE (PTY) LTD welcomes your questions or comments regarding the Terms, please use the contact form for the Website, you can locate it by clicking the "Contact" link in the footer of the Website.