

Terms and Conditions

Last updated: February 21st, 2025

Article 1. Introduction

We are Montily, a subscription service that allows its subscribers to access various digital and/or entertainment content through the Website. We offer music, audiobooks, sports content, and various movies, including all features and functionalities, recommendations, and reviews through the Website (the "Content"), and all content and software associated with the Website (the "Service").

Details about the service provider are included in the welcome email sent upon subscription. You can also find this information by logging into your account on the Site, where it is available in the website footer and under the "My Account" section.

IMPORTANT NOTICE

PLEASE CAREFULLY REVIEW THESE TERMS AS WELL AS ANY ADDITIONAL OR SUPPLEMENTARY TERMS BEFORE USING THE SERVICE. THESE TERMS OUTLINE THE CONDITIONS OF USE FOR THIS SERVICE. BY ACCESSING OR USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO COMPLY WITH THESE TERMS AND ANY RELEVANT ADDITIONAL TERMS.

EXCEPT FOR CASES ELIGIBLE FOR SMALL CLAIMS COURT, ANY DISPUTE BETWEEN YOU AND US IS SUBJECT TO A CLASS ACTION WAIVER AND MUST BE RESOLVED THROUGH INDIVIDUAL BINDING ARBITRATION. PLEASE REFER TO SECTION 8 FOR DETAILS ON ARBITRATION, AS IT IMPACTS YOUR LEGAL RIGHTS UNDER THIS AGREEMENT.

Article 2. Usage of our Service

Your access to and use of our service, including this website and any related or affiliated portals, subdomains, replacement, or successor domains (collectively referred to as the "Site"), are governed by these Terms of Use ("Terms"). Throughout these Terms, references to "we," "us," and "our" include our affiliates, partners, subsidiaries, agents, representatives, successors, and assigns.

Article 3. Your subscription to our Service

3.1 Paid subscription

The Service operates on a paid subscription basis. By subscribing, you acknowledge that your subscription will automatically renew unless you cancel it before the renewal date. You authorize us to charge your designated payment method for each renewal term. We reserve the right to modify the subscription terms with prior notice, giving you the opportunity to cancel if you choose. Unless you state otherwise, the renewal period will match your initial subscription length. The renewal fee will not exceed the amount of your most recent subscription period, excluding any promotional discounts, unless we inform you of a price change beforehand. In such cases, you will have the option to cancel before the renewal takes effect.

Occasionally, we may offer trial subscriptions for a limited time. If you enroll in a trial, charges will begin automatically once the trial period ends unless you cancel beforehand. Specific pricing, terms, and conditions related to any promotional offers will be disclosed at the time of enrollment.

Unless otherwise stated at the time of subscription, you may cancel your subscription at any time. Upon cancellation, you will continue to have access to the Service until the end of your current billing cycle, but no prorated refunds will be provided. You are still responsible for any outstanding charges incurred before cancellation. If you pay a recurring subscription fee, we will notify you in advance of any fee changes, allowing you the option to cancel before they take effect. If you subscribed online, an online cancellation option will be available.

3.2 Account creation and accuracy of information

To subscribe to the Service, you must create an account. You agree to provide and maintain accurate, complete, and up-to-date information, including your contact details for important notifications and your payment information. You must not impersonate another person, misrepresent your identity, or use another individual's account credentials, name, or likeness. Additionally, if parental or guardian details are required, they must be truthful and verifiable. We may take necessary steps to confirm the accuracy of the information you provide.

3.3 Payment method requirements

A valid and accepted payment method ("Payment Method") must be provided at the time of subscription. To prevent automatic charges for the next billing cycle, you must cancel your subscription before it renews (see "Cancellation" below). By submitting your payment information, you confirm that the information is accurate, you have the authority to use the specified Payment Method, and you will update us regarding any changes. We may use third-party services to update credit or debit card expiration details to ensure uninterrupted service.

3.4 Cancellation policy

To cancel your subscription, you can log into the "My Account" section on the Site and follow the cancellation process, or you may contact customer support at contact@montily.com. Cancellation will take effect at the end of your current billing cycle or one month from the cancellation request date, whichever comes first. For subscriptions with a fixed-term commitment, cancellation will take effect at the conclusion of the final billing cycle of your agreed subscription period.

Article 4. Binding agreement

4.1 Agreement and Applicability

These Terms constitute a legally binding agreement between you and us. They apply regardless of whether you purchase a subscription, access the Service as a visitor, browse, interact with, or use any portion of the Site or Service. By using the Service in any capacity whether by creating an account, browsing, or accessing the Site directly or via a third party you confirm that you have read, understood, and agreed to be bound by these Terms, along with all referenced terms, conditions, and notices. If you do not agree to these Terms, you are not permitted to use the Service or the Site.

4.2 Supplemental Terms and Conditions

Certain products, services, or activities may be subject to additional or more specific terms, including, but not limited to, promotions, applications, software, discount codes, or age-based usage restrictions. Additionally, specific terms may apply depending on your location, the content accessed, or the nature of the Service. These supplemental terms operate in conjunction with this Agreement, and in the event of a conflict, the supplemental terms will take precedence. If you do not agree to any applicable supplemental terms, you must refrain from using the relevant Service or product.

4.3 Modifications to the Terms

We may update or modify these Terms periodically. Any changes will be communicated through the Service, on our website, via email, pop-up notifications, or other reasonable means. The revised Terms will also be posted on the Site, and the "Last Updated" date will be adjusted accordingly. By continuing to use the Service after these modifications take effect, you acknowledge and accept the updated Terms.

4.4 Electronic communications and notifications

You consent to receive electronic communications from us, including agreements, disclosures, and other notices, at the email address you have provided. You acknowledge that these electronic notifications fulfill any legal requirement for written communication.

4.5 Termination or Suspension of Access

We reserve the right to suspend or terminate your access to the Service if required by law, if we determine that you have violated any provision of these Terms or any applicable supplemental terms, or if you engage in or promote unlawful activities, including infringement or other prohibited conduct. Certain provisions of this Agreement will survive termination as specified herein.

Article 5. Grant of Rights and Restrictions

5.1 Ownership

The Service and its associated content—including but not limited to music, films, games, sports, entertainment, informational programming, trailers, bonus materials, scripts, software code, images, and artwork—are legally protected under copyright, trademark, patent, and other intellectual property laws. These rights are owned either by us or our licensors, who may have third-party beneficiary status under this agreement. Any trademarks, service marks, trade names, trade dress, or other proprietary rights related to the Service belong to us or our licensors and are safeguarded under U.S. and international legal frameworks.

5.2 License for Personal Use

By adhering to these Terms and fulfilling all applicable subscription payments, we grant you a limited, non-exclusive, revocable, and non-transferable right to access and use the Service under the following conditions:

- You may download, install, and use the Service for personal, non-commercial purposes on designated, supported devices such as smart TVs, computers, and other internet-connected devices under your ownership or control, subject to the simultaneous device usage limits specified in your subscription plan;
- You may stream and access the Service and its available content on your authorized devices;
- Depending on the specific Service, content type, or third-party software, you may be permitted to temporarily download certain content for offline viewing. Such downloads may be subject to restrictions, including limits on the number of downloads per account, the number of devices allowed for offline access, timeframes for initiating playback, and the duration of accessibility;
- You must use the content solely in the format and manner provided by us, without modification or alteration.

5.3 Prohibited Activities

You agree to utilize the Service only for authorized purposes and in full compliance with applicable local, state, federal, and international laws, regulations, and restrictions ("Applicable Law"). The following activities are strictly prohibited: (a) Selling, licensing, renting, distributing, displaying, or otherwise making use of the Service or its content beyond what is expressly permitted under these Terms; (b) Altering, translating, adapting, or creating derivative works based on the Service or its content; (c) Publishing, broadcasting, framing, excerpting, reverse engineering, decompiling, disassembling, decoding, or attempting to extract the Service's source code or using data mining, scraping, or similar techniques; (d) Removing, obscuring, or modifying intellectual property notices, including copyright or trademark information, or engaging in co-branding or framing activities without prior written approval from us or our licensors; (e) Renting, leasing, sublicensing, selling, or making the Service available to third parties, including enabling network access to the Service across multiple devices simultaneously; (f) Circumventing, disabling, or tampering with intellectual property protections or security features of the Service; (g) Posting, linking, or uploading commercial advertisements, promoting businesses, running contests, soliciting funds, or engaging in any other unauthorized commercial activity; (h) Using the Service in a manner that may impair, damage, or disrupt its functionality or the ability of others to access and enjoy it, or attempting to access unauthorized content, materials, or data. For the purposes of these Terms, "framing" refers to displaying the Service or its content within a separate bordered interface on another website. Any unauthorized co-branding or framing must cease immediately upon receiving notice from us.

5.4 Breach of Terms

Attempting to engage in any of the prohibited activities outlined above constitutes a violation of our rights and those of applicable intellectual property rights holders.

5.5 Export Compliance

Your use of the Service and its content may be governed by U.S. export laws, including the Export Control Reform Act and related regulations. You are prohibited from exporting, re-exporting, or making the Service or its content available in jurisdictions where such actions are restricted by law. Compliance with all applicable export control regulations, including securing any required governmental approvals or licenses, is your responsibility prior to making the Service accessible outside the United States.

Article 6. Usage Rules

6.1 Changes to the Service or Content

The Service and the content provided within it are subject to continuous updates and changes. We retain the right to, modify, alter, update, or, if necessary, discontinue any aspect of the Service or its content at our discretion. In cases where required by law, we may also need to suspend, limit, or terminate your access to the Service or certain content.

6.2 Third-Party Integrations

The Service may work in conjunction with, be embedded in, or be accessed via third-party websites, applications, platforms, or services. As we do not have control over these third-party entities or the products they offer, we encourage you to review their respective terms of service and privacy policies. If you access the Service through a device powered by Apple iOS, Android, or Microsoft Windows, or a platform such as Microsoft Xbox One, Apple Inc., Google LLC, or Microsoft Corporation may be recognized as third-party beneficiaries of this agreement. However, they are not direct parties to this contract. Your use of the Service on such devices is also subject to their respective usage terms. You represent to us that you have read and agreed to those terms.

6.3 System, Browser and Internet requirements

Accessing certain features of the Service may require a high-speed internet connection and compliance with specific system or browser requirements. You are responsible for ensuring your device meets the minimum criteria necessary to use the Service and its content effectively.

6.4 Mobile Networks

Any data, messaging, or related charges imposed by your network or roaming provider will apply when using the Service via a mobile network. Some content may be subject to restrictions or prohibitions based on your mobile network provider's policies, and certain content may not be compatible with all mobile networks or devices.

6.5 Informational and Entertainment Purposes

The Service and its content are intended solely for personal, non-commercial use, designed for informational and entertainment purposes. The content provided does not constitute legal, financial, medical, healthcare, or professional advice and should not be relied upon for such purposes.

Article 7. Promotions

Any promotions associated with the Service may be governed by specific rules and conditions that supplement these Terms. These may include, but are not limited to, eligibility criteria, participation guidelines, deadlines, prize details, and applicable restrictions. In the event of any conflict between the provisions of this Agreement and the official rules or conditions of a promotion, the terms outlined in the promotion's official rules or conditions shall take precedence.

Article 8. Disclaimers and Limitation on Liability

We are not liable for business losses. We only supply products for your personal, non-commercial, and domestic use. If you use the products for any other purpose we will have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity, or similar loss.

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." WE DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES NOT EXPRESSLY SET OUT IN THESE TERMS TO THE FULLEST EXTENT PERMITTED BY LAW.

Please consult our customer support if you encounter a problem with our Service. It is your responsibility to ensure you follow installation instructions, have the minimum system requirements, update software as recommended, and We shall not be liable for delay or failure in performance for causes beyond our control or any other damage which does not result from a breach of our obligations under this Agreement.

WE ARE NOT RESPONSIBLE FOR ANY LACK OF FUNCTIONALITY OR FAILURE TO PROVIDE ANY PART OF THE SERVICE(S), OR ANY LOSS OF CONTENT OR DATA THAT IS DUE TO: YOUR EQUIPMENT, DEVICES, OPERATING SYSTEM OR INTERNET CONNECTION; OR YOUR FAILURE TO COMPLY WITH SPECIFIED COMPATIBILITY REQUIREMENTS.

WE SHALL NOT BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND PROPERTY DAMAGE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL WE BE HELD LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OUR REASONABLE CONTROL.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE THOUSAND U.S. DOLLARS (\$1,000).

Article 9. DMCA Takedown Notices

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials made available on or accessible through the Service or any Content through the Service infringe your copyright, you (or your agent) may send us a notice requesting that we remove or block the materials or disable access to them. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. For purpose of the DMCA, notices and counter-notices can be sent to: contact@montily.com.

Article 10. BINDING ARBITRATION AND CLASS ACTION WAIVER

10.1 Mandatory binding arbitration

BY USING THE SERVICE, REGARDLESS OF WHERE YOU LIVE OR ARE LOCATED IN THE WORLD, YOU CONSENT TO THESE TERMS AND ANY CLAIMS RELATING TO THE INFORMATION, SERVICES OR PRODUCTS MADE AVAILABLE THROUGH THE SERVICE / SITE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, U.S.A., EXCLUDING THE APPLICATION OF ITS CONFLICTS OF LAW RULES. YOU AGREE THAT, SUBJECT TO THE FOLLOWING SENTENCE, VENUE FOR ALL AGREES, RELATING IN ANY MANNER TO THESE TERMS, WILL BE IN A FEDERAL OR STATE COURT OF COMPETENT JURISDICTION LOCATED IN NEW YORK, NEW YORK. DISPUTES RELATING TO OR ARISING UNDER THESE TERMS AND/OR THE SERVICE SHALL BE SUBMITTED TO BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS INTERNATIONAL ARBITRATION RULES (THE "INTERNATIONAL RULES") BY THREE (3) ARBITRATORS WHO WILL BE CHOSEN IN ACCORDANCE WITH THE ABOVE INTERNATIONAL RULES; PROVIDED, HOWEVER, THAT WE (AND/OR OUR THIRD PARTY SUPPLIERS OR LICENSORS) MAY ENFORCE OUR INTELLECTUAL PROPERTY RIGHTS IN ANY COURT OF COMPETENT JURISDICTION, INCLUDING BUT NOT LIMITED TO EQUITABLE RELIEF.

10.2 Jurisdiction

TIME IS OF THE ESSENCE WITH RESPECT TO SUCH ARBITRATION, AND THE ARBITRATOR(S) SHALL BE INSTRUCTED TO BEGIN THE PROCEEDING, CONDUCT THE PROCEEDING AND RENDER A DECISION AS EXPEDITIOUSLY AS PRACTICABLE. NOTWITHSTANDING THE FOREGOING, YOU AND US MAY EACH SEEK EMERGENCY OR INTERIM RELIEF AS PROVIDED BY THE INTERNATIONAL RULES. The arbitration shall be held in the English language, with the place of arbitration (i) in the New York, New York, United States of America or (ii) via videoconference as required to allow the hearing to proceed as scheduled at the discretion of the arbitrator. Except as otherwise expressly set forth herein, you and us each waive any objection that it may have to the aforementioned choice of law or venue. You and us each agree that (y) any dispute about the arbitral tribunal's jurisdiction, either before or after initiation of the arbitration, and/or (z) any dispute about the arbitrability of any claim, counterclaim, or set off shall be brought solely and exclusively in a court of competent jurisdiction in the State of New York; an arbitral tribunal may not decide its own jurisdiction or the arbitrability of any matter in the event of any disagreement between you and us.

10.3 Confidential

THE ARBITRATION AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING UPON BOTH YOU AND US. The existence, content, or results of such arbitration proceeding shall be kept confidential, unless applicable law requires otherwise or to the extent required to compel arbitration, when required to enforce other rights or defend other proceedings in situations in which the fact of the award is a necessary element of the claim or defense, or to obtain interim relief or to enforce an award. Any award must be made in U.S. dollars and be subject to these Terms. In addition to all rights provided under the International Rules and law, you and us each agree that any judgment rendered by the arbitrators may be enforced or executed against the assets of any such party in any jurisdiction pursuant to U.S. law or the New York Convention, as applicable.

10.4 Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BOTH YOU AND US EACH HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS, THE SERVICE, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

10.5 Claims

YOU AGREE THAT ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE OR YOUR RELATIONSHIP WITH US MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE, OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR CLAIM IS PERMANENTLY BARRED.

10.6 Actions

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BOTH YOU AND US WAIVE THE RIGHT TO BRING ANY DISPUTE AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION, OR TO PARTICIPATE IN A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION REGARDING ANY DISPUTE BROUGHT BY ANYONE ELSE.

10.7 Survival after termination

This Section shall survive any termination of these Terms. If any part of this Section, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Section shall be enforceable.

Article 11. Miscellaneous

11.1 Severability

If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

11.2 Survival

The provisions of this Agreement which by their nature should survive the termination of this Agreement shall survive such termination, including but not limited to the restrictions, disclaimers, limitations, our rights to use submitted content, and rules regarding dispute resolution in Section 3, 6, 7 and 8 as well as the general provisions in this Section 9.

11.3 Waiver

No waiver of any provision of this Agreement by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

11.4 Notice

You agree that we may give you notices or otherwise respond to you by email or mail (if we have it on file) or in any other manner reasonably elected by us. All legal notices to us must be sent to the following email address: contact@montily.com.