

## MÚSICA FRESH LLC TERMS & CONDITIONS

(hereinafter, the “Agreement”)

*Last Updated: August 7<sup>th</sup>, 2021. The Terms & Conditions shall be amendable from time to time subject to the sole discretion of Música Fresh LLC and their agents. Terms may be prospectively updated as our Service evolves. In the event of substantive changes to the terms of this Agreement, you will be notified by email, nonetheless, posting of new Terms on the Service is notice to you thereof. Your continued use of the Services following posting of a change notice or new agreement on the Site or notice to you via e-mail, will constitute your binding acceptance of the changes.*

**PLEASE READ THIS TERMS OF SERVICE CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE, INCLUDING MUSIC CONTENT AND OTHER SERVICES WE MAKE AVAILABLE THROUGH THE SERVICE.**

### INTRODUCTION

Welcome! The Terms of Service (“Terms”) governs the website [www.musicafresh.com](http://www.musicafresh.com) (including both mobile and online versions) (the “Site”), including your use of interactive features, applications (“Apps”), content and/or other online services that we own and control and that post a link to these Terms (collectively with the Site, the “Service”), which are made available by Música Fresh LLC. (“Música Fresh”, “we”, “our” or “us”). By using the Service, you acknowledge and accept the Service’s Privacy Policy and consent to the collection and use of your data in accordance with our Privacy Policy. Música Fresh may, from time to time, provide you with information relating to customers that purchase Your Content, subject to our privacy policy and the preferences of our customers. You may only use, and disclose this information to a third party, for your internal record keeping purposes. You may not disclose any of this information to a third party or use it for any other purpose. In all events, you will comply with the terms of Música Fresh’s privacy policy in connection with the customer data provided under this Agreement.

**THIS AGREEMENT, WHEN ACCEPTED BY YOU AFTER CLICK “I AGREE”, WILL CREATE A BINDING AND LEGALLY ENFORCEABLE CONTRACT BETWEEN YOU AND US, WHETHER YOU ARE ACTING IN YOUR INDIVIDUAL CAPACITY OR AS THE AUTHORIZED REPRESENTATIVE FOR AN ARTIST, BAND, GROUP OR CORPORATION, IN WHICH CASE “YOU” SHALL REFER TO THE ARTIST, BAND, GROUP OR CORPORATION ON WHOSE BEHALF YOU ARE ACTING AND AUTHORIZED TO ACT. THEREFORE, PLEASE READ THIS AGREEMENT CAREFULLY AND CONSULT WITH YOUR OWN BUSINESS AND LEGAL ADVISORS BEFORE CLICKING “I AGREE.” THE “EFFECTIVE DATE” OF THIS AGREEMENT IS THE DATE ON WHICH YOU CLICK THE “I AGREE” BUTTON BELOW.**

We reserve the right to add, delete and/or modify any of the terms and conditions contained in this Agreement. Notwithstanding the preceding sentence, no modifications to this Agreement will apply to any dispute between you and Música Fresh that arose prior to the date of such

modification. In the event of substantive changes to the terms of this Agreement, you will be notified by email. If any modification is unacceptable to you, your only recourse is to discontinue use of the Services. Your continued use of the Services following posting of a change notice or new agreement on the Site or notice to you via e-mail, will constitute your binding acceptance of the changes.

**YOU ARE RESPONSIBLE FOR MAINTAINING A VALID E-MAIL ADDRESS ON FILE WITH MÚSICA FRESH FOR SO LONG AS YOU AVAIL YOURSELF OF ANY SERVICES.**

If You Want to Use the Service,

Then carefully read these entire Terms (including all links to details), as they constitute a written agreement between you and us and they affect your legal rights and obligations and you agree to them all collectively when you agree to this Agreement. Each time you access and/or use the Service (other than to simply read these Terms), you agree to be bound by and comply with these Terms and any Additional Terms (defined below) then posted. **THEREFORE, DO NOT USE THE SERVICE IF YOU DO NOT AGREE.** The business realities associated with operating the Service are such that, without the limitations that are set forth in these Terms, such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and the forum selection – we would not make the Service available to you. By accessing and/or using the Service, you agree to be bound by these Terms. In some instances, both these Terms and separate guidelines, rules, or terms of use or sale setting forth additional or different terms and/or conditions will apply to your use of the Service or to a service or product offered via the Service (in each such instance, and collectively “Additional Terms”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Additionally, certain features and services made available through the Service from time to time may be governed by different terms of use.

## **TABLE OF CONTENTS**

It is important that you read and understand these entire Terms before using the Service. To ease review, each section below includes a brief introductory summary. Please note that the complete provisions, and not the headings or summaries shall govern. Any capitalized terms have the meanings given to them where defined in the Terms.

### **A. Content, Ownership, Limited License and Rights of Others**

We only grant you a limited revocable license to use the Service for your own non-commercial use subject to rules and limitations. Music Content (defined below) is subject to different terms as noted in this Section.

### **B. Service and Content Use Restrictions**

Your use of our Service is subject to various restrictions designed to protect the Service and our users. We may change or discontinue our Service in whole or in part.

### **C. Terms Applicable to Purchases and/or Subscriptions**

If you make a purchase through the Service (including subscriptions to the Service), these terms apply, collectively.

### **D. Accounts**

You may have the opportunity to open, revise and close your accounts, subject to certain rules. We may offer you the ability to make choices regarding how and to whom some aspects of your account are used and seen, but these may not be completely effective.

### **E. Content You Submit and Community Usage Rules**

You grant us a broad license, which we may sublicense, to the content you submit which you represent. You have the right to allow us to use. You, however, retain ownership of and responsibility for, your content. Use of our Service is subject to community usage rules and we have the right to manage our Service to keep its content appropriate.

### **F. Procedure For Alleging Copyright Infringement**

Users may not post content they do not own or control, and may be suspended or terminated if they do so. Copyright owners may give us notice of infringement by following specific instructions specifically addressed in this Section.

### **G. Procedure For Alleging Infringement of Other Intellectual Property**

You can also give notice of trademark and other infringements that you think occur on the Service.

### **H. Notices and Questions**

You agree we may provide you notices, including of new terms and conditions, by posting notice on the home page of the Service, changing the date at the beginning of these Terms or by other reasonable means that we may elect, such as to the email address you provided.

### **I. Links by You to the Service**

You may link to our Service, subject to some basic rules.

### **J. Linked-To Websites; Advertisements; Dealings with Third Parties**

We are not responsible for third parties or their content, advertisement(s), apps, sites, products and/or services. We may make advertisements and third-party content or services available to you on or via our Service, which we do not control. Use caution when dealing with third parties.

### **K. Wireless Features**

Wireless carrier charges may apply to use of the Service via wireless networks or Devices.

### **L. Dispute Resolution**

You agree to waive jury trial and class actions and to our selection of forum.

## **M. Disclaimer of Representations and Warranties**

We disclaim warranties to the extent permitted by applicable law, and provide the Service “As Is”.

## **N. Limitations of our Liability**

Our liability is greatly limited.

## **O. Updates to Terms**

These Terms and Additional Terms posted on the Service at each time of use apply to that use, and the Terms may be prospectively updated as our Service evolves. Posting of new Terms on the Service is notice to you thereof.

## **P. General Provisions**

You agree to various other terms and conditions, which you should read here, regarding: **(1) Música Fresh’s Consent or Approval;****(2)Relationship of the Parties;** **(3)Entire Agreement;** **(4)Binding Effect ;** **(5)Rights Cumulative;** **(6)No Third Party Beneficiaries;** **(7)Headings;** **(8)Assignment ;** **(9)Indemnity ;** **(10)Operation of Service; Availability of Products and Services; International Issues ;** **(11)Severability; Interpretation;** **(12) Communications;** **(13) Investigations; Cooperation with Law Enforcement; Termination; Survival;** **(14) Assignment;** **(15) No Waiver;** and **(16) Connectivity.** More

## **Q. Terms Applicable For Apple Device Users**

There are some other things you should know if you are accessing or using our App through an Apple Device.

## **FULL DETAILS OF THE TERMS OF SERVICE**

### **1. Content, Ownership, Limited License and Rights of Others**

#### **1. Content**

The Service contains a variety of: (i) materials and other items relating to Música Fresh, and its products and services, and similar items from our licensors and other third parties, including all layout, information, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material (including source and object code); (ii) trademarks, trade dress, logos, trade names, service marks, and/or trade identities of various parties, including those of Música Fresh (collectively, “Trademarks”); and (iii) other forms of intellectual property (all of the foregoing but excluding Music Content (defined below), collectively, “Content”).

#### **2. Ownership**

The Service (including past, present, and future versions) and the Content are owned or controlled by Música Fresh, our licensors and/or certain other third parties. All right, title, and interest in and to the Content available via the Service is the property of Música Fresh or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent, and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. Música Fresh owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

### **3. Limited License to Content**

Subject to your strict compliance with these Terms (including payment of a subscription fee) (defined below) and any Additional Terms, excluding Music Content (defined below), Música Fresh grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to: (i) download (temporary storage only), display, view, use, play, and/or print one copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a “Device”) for your personal, non-commercial use only. The foregoing limited license: (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Música Fresh’s sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content, subject to certain Additional Terms.

### **4. Rights to Music Content**

The Service contains a cloud-based technology platform (the “Platform”) that enables users (“Licensors”) of the Service to license to other users of the Service (“Licensees”), for agreed-upon compensation, certain sound recordings (each individually, a “Master” and collectively, the “Masters”) and underlying musical compositions embodied therein (each individually, a “Composition” and collectively, the “Compositions”) for the purpose of possible embodiment (“Sample”, “Sampling”) in other derivative master recordings (each, a “Derivative Master”) and underlying derivative musical compositions (each, a “Derivative Composition”). Masters, Compositions, Derivative Masters, and Derivative Compositions shall be collectively referred to hereunder as “Music Content”. Notwithstanding anything to the contrary contained herein, where applicable, one (1) or more separate agreement(s) between Licensors, on the one hand, and Licensees, on the other hand (each, an “Outside Agreement”), shall control the licensing of any Music Content licensed by Licensors to Licensees on the Service. For the avoidance of doubt, Música Fresh does not grant any licenses or other rights to any users of the Service with respect to Music Content other than as specifically set forth hereunder, and any and all further rights shall be governed by the terms of Outside Agreement(s), if any.

### **5. Rights Granted to Música Fresh by Licensors.**

1. For good and valuable consideration, Licensors grant to Música Fresh a license, for so long as Licensors choose to host the applicable Music Content (subject to the terms of any Outside Agreement[s]), to:

- a. Host, reproduce, distribute, make available for download and/or perform (publicly or otherwise) all Masters and Compositions on the Platform, including full-length versions of sound recordings (“Clips”) that can be used for promotional purposes as authorized herein and, if necessary, reproducing Your Content in new Physical Product;
- b. Publicly perform, publicly display, communicate to the public, and otherwise make available Your Content, and Clips, by means of digital audio transmissions (on an interactive or non interactive basis) through the Website, a Licensee website, or via a Música Fresh Widget you or any person authorized by you may place on any website, to identify the availability of Your Content for license, sale or distribution and to promote Your Content, on a through-to-the-listener basis, without the payment of any fees or royalties to (i) the songwriters, composers, or music publishers owning any rights in and to Your Content; (ii) any performing artist(s) (including non-featured vocalists and musicians) on Your Content; (iii) any other person involved in the creation of or owning any portion of Your Content, including, but not limited to a record label, and (iv) any agents for any of the foregoing, including, without limitation, performing rights organizations (“PROs”) and unions or guilds, whether U.S.- based (such as ASCAP, BMI, SESAC, SoundExchange, AFTRA and AFM) or foreign (e.g., PRS for Music, PPL, CMRRA, CSI, GEMA, etc.);
- c. Distribute Your Content in accordance with any applicable Addendum;
- d. Place or embed Your Content in magazines, web sites, Música Fresh’s advertisements, and any and all other media, whether now known or hereafter developed, but specifically excluding television and movies, to promote the Música Fresh’s Service;
- e. Use and distribute Copyright Management Information as embodied in a Digital Master of Your Content;
- f. Use Your Content and metadata as may be reasonably necessary or desirable for us to exercise our rights under this Agreement;
- g. Reproduce, distribute, and publicly perform and communicate to the public Your Content (including Clips) as part of a downloaded program that may include multiple sound recordings and other content, commonly known as a “podcast;” and

- h. Authorize our Licensees to perform any one or more of the activities specified above or in an applicable Addendum;
  - i. Grant to Licensees, subject to the terms of any Outside Agreement, the exclusive or non-exclusive right, privilege and license to download, copy, reproduce, Sample and otherwise edit, alter, couple, synchronize and/or otherwise embody the Masters (together with the applicable underlying including the Composition(s) embodied therein) into Derivative Masters and Derivative Compositions, subject to and in accordance with these Terms;
  - j. Broadcast, stream and/or perform (publicly or otherwise) the Masters and/or Compositions in any and all media in connection with the advertisement and promotion of the Masters, Compositions and/or the Platform;
  - k. Use, publish and display Licensor's name, approved image, approved likeness and approved biographical materials (provided that any materials or information provided by Licensors are deemed approved) in any and all media in connection with the advertisement and promotion of the Masters, Compositions and/or the Platform; and
  - l. License any of the rights granted to Música Fresh hereunder to third parties as reasonably necessary to perform its obligations hereunder or to otherwise effectuate the purpose of these Terms.
2. The rights granted pursuant to this Section 1 with respect to each Master (and the applicable corresponding underlying Composition) shall be non-exclusive to Música Fresh, subject to the terms of any Outside Agreement(s). For the avoidance of doubt, it is hereby acknowledged and agreed that the terms of any Outside Agreement(s) may continue for a duration longer than the rights granted to Música Fresh hereunder.
3. Licensor hereby represents and warrants: (1) there are and there shall be no liens, encumbrances or other charges against the Master(s) and/or the Composition(s), including, without limitation, any Samples incorporated therein by Licensor and/or any third party engaged by Licensor; (2) no selections, materials, ideas, or other properties furnished by Licensor and embodied or contained in the Master(s) or the Composition(s), nor the exercise by Música Fresh of any of its rights hereunder, will violate or infringe upon any law or statutory right of any third party; (3) Licensor has the full right, power and authority to agree to these Terms, grant the rights conveyed to Música Fresh hereunder, and perform Licensor's material terms and obligations hereunder; and (4) Licensor has not entered into and shall not enter into to any agreement with any third-party record company,

distributor, music publisher, or any other person or entity that would conflict, inhibit, restrict or impair the rights granted to Música Fresh hereunder or the performance of Licensor's obligations under these Terms.

4. Licensee hereby represents and warrants that the use or other exploitation of Your Content, including, but not limited to, any musical works embodied in your sound recordings, by us and our Licensees as contemplated by this Agreement will not infringe or violate the rights of any third party, including, without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.
5. Licensee hereby represents and warrants that no selections, materials, ideas, or other properties furnished by Licensee and embodied or contained in any Derivative Master(s) or Derivative Composition(s), nor the exercise by Música Fresh of any of its rights hereunder, will violate or infringe upon any law or statutory right of any third party, including without limitation copyright, trademark right or right of publicity or privacy.
6. Licensee hereby represents and warrants to the extent you are the songwriter of any or all of the musical works embodied in Your Content, whether in whole or in part (e.g., as a co-writer), you have the full right, power, and authority to grant the rights set forth in this Agreement notwithstanding the provisions of any agreement you may have entered into with any PRO, whether based in the United States or elsewhere, or any music publisher, and that you are solely responsible for taking all steps necessary to inform such PRO or music publisher of your grant of a royalty free license to us and our Licensees for the public performance and communication to the public of Your Content, including as Clips, and that no fees or payments of any kind whatsoever shall be due to any PRO or music publisher for the use of the musical works in Your Content when publicly performed, communicated or otherwise transmitted by Música Fresh or its Licensees.
7. Licensee hereby represents and warrants you have not assigned any of the rights in and to the sound recordings embodied in Your Content to any third party (e.g., a record label) that obtained exclusive rights in and to such sound recordings.
8. Licensee hereby represents and warrants that if it is ever determined that you have acted contrary to any other agreements you have in place, you shall cause any and all of your respective PRO (Performing Rights Organizations), CMOs (Collective Management Organization), publishing administrators, agents, Entities, their parent company and subsidiaries, or their respective employees, officers, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers,



successors, and assigns, as applicable, to license to Música Fresh and/or Música Fresh's publishing administrators, agents, Música Fresh's parent company and subsidiaries, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns the rights in any of the Composition pursuant to the terms and conditions of this agreement. Licensee shall issue or shall cause the necessary above parties in this paragraph) to issue a non-exclusive, worldwide, and perpetual royalty-free licenses for use of the Composition in connection with any Master(s), Composition(s), Derivative Master(s) and/or Derivative Composition(s) hereunder, including, without limitation, any unauthorized commercial exploitation thereof.

- 9. LICENSOR AND LICENSEE HEREBY FOREVER RELEASE AND COVENANT NOT TO SUE MÚSICA FRESH AND/OR ANY OF THE MÚSICA FRESH PARTIES FROM ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY ACT OR OMISSION OF ANY THIRD PARTY IN CONNECTION WITH ANY MASTER(S), COMPOSITION(S), DERIVATIVE MASTER(S) AND/OR DERIVATIVE COMPOSITION(S) HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY UNAUTHORIZED COMMERCIAL EXPLOITATION THEREOF.**
  
- 10. YOU UNDERSTAND AND AGREE THAT MÚSICA FRESH IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN LICENSORS AND LICENSEE. YOU ACKNOWLEDGE THAT UNLESS EXPRESSLY SET FORTH ON THE SERVICE AS PART OF A SUBSCRIPTION OFFERING, MÚSICA FRESH DOES NOT LICENSE MUSIC CONTENT DIRECTLY OR FUNCTION AS MUSIC LICENSING COMPANY. THE SERVICE MAY BE USED BY LICENSORS AND LICENSEES TO LICENSE OR OBTAIN A LICENSE TO MUSIC CONTENT FOR DEVELOPMENT OF DERIVATIVE COMPOSITIONS, BUT YOU AGREE THAT MÚSICA FRESH HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY MUSIC CONTENT LICENSED THROUGH THE USE OF THE SERVICE, OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. MÚSICA FRESH HAS NO CONTROL OVER THE CONDUCT OF LICENSORS, LICENSEES, AND OTHER USERS OF THE SITE AND SERVICE OR ANY MUSIC CONTENT, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW. MÚSICA FRESH DOES NOT GUARANTEE THE MUSIC CONTENT MADE AVAILABLE ON THE SERVICE BY LICENSORS IS CLEAR FROM A RIGHTS USE PERSPECTIVE AND SUCH MUSIC CONTENT MAY INFRINGE THIRD PARTY RIGHTS. IT IS SOLELY A LICENSEE'S RESPONSIBILITY TO**

**DETERMINE IF ANY MUSIC CONTENT WILL MEET THE LICENSEE'S NEEDS AND EXPECTATIONS. MÚSICA FRESH WILL NOT PARTICIPATE IN DISPUTES BETWEEN LICENSORS AND LICENSEES. MÚSICA FRESH SHALL NOT HAVE ANY LIABILITY ARISING FROM OR IN ANY WAY RELATED TO ANY TRANSACTIONS OR RELATIONSHIP BETWEEN LICENSORS AND LICENSEES.**

**6. Term**

1. The term of this Agreement will commence on the Effective Date and will continue, unless and until terminated by either you or us, upon five (5) work days of a written notice (the "Term"), which notice, if sent by (a) Música Fresh, may be sent to you at the last e-mail address you provided to Música Fresh and (b) you to Música Fresh, must be sent only to the following e-mail address: [contact@musicafreshllc.com](mailto:contact@musicafreshllc.com) with the following information: (a) your username; (b) the e-mail address associated with your Account; (c) all album titles for which you are requesting termination; and (d) which Services you are terminating (e.g., Marketplace Services, Digital Distribution, Publishing Administration and/or Sync Distribution). Any termination notice provided by you pursuant to this section shall be permanent and irreversible. Notwithstanding, anything to the contrary herein, Música Fresh, may at any time in its sole discretion, with or without notice to you: (i) suspend or limit your access to or your use of the Services and/or (ii) suspend or limit your access to your Account.
2. **Música Fresh is not responsible and has no liability for any delays of our Licensees in removing Your Content from any websites or services owned or operated by such Licensees. You shall remain solely responsible for enforcing the removal of Your Content from our Licensees' websites and services in the event such Licensees fail to remove Your Content following receipt of a Takedown Notice or following the termination of any rights granted to such Licensees by Música Fresh; provided, however, that Música Fresh may, in its sole and absolute discretion, continue to assist you to effectuate the removal of Your Content from Licensees' websites and services. Música Fresh may, but need not, provide you with notice in the event Música Fresh terminates or allows to expire any authorizations previously granted to a Licensee for the distribution of Your Content. Nothing in this Agreement shall limit any remedies you may have at law or in equity against any Licensee that is using Your Content in violation of the terms of any license granted to such Licensee by you or Música Fresh.**
3. The expiration or termination of the Agreement will not relieve either you or us from our respective obligations incurred prior to the effective date of

your termination of the Agreement. In addition, provisions of this Agreement intended to survive the termination of this Agreement shall survive termination, including, but not limited to, the Indemnification, Disclaimers, Limitation of Liability; Basis of the Bargain, and General Provisions.

**7. Payments to You and Thirty Percent (30%) Fee on Your Content.**

1. **Pricing the Sale of Your Content.** Pricing the Sale of Your Content. Except as otherwise set forth in an Addendum, you will have the discretion to set the pricing for the sale of Your Content on the Website. Notwithstanding the foregoing, Música Fresh and its distributors and partners may set pricing differently for third-party websites than for the Website, including, by way of example and not limitation, to cover additional costs or to provide discounts for promotions. Música Fresh reserves the sole and exclusive right to set the pricing for any digital audio transmissions of Your Content, whether on an interactive or non-interactive basis, provided that Your Content will be priced the same as all other content on the Service licensed by Música Fresh for interactive or non-interactive digital audio transmissions.
2. **THIRTY PERCENT (30%) FEE ON PRETAX (IF ANY) PRICE OF YOUR CONTENT. MÚSICA FRESH WILL CHARGE LICENSORS A THIRTY (30%) COMMISSION ON THE PRETAX (IF ANY SALE IS SUBJECT TO ANY KIND OF TAX, STATE AND/OR FEDERAL TAX OR ANY OTHER SIMILAR GOVERNMENTAL CHARGES) PRICES OF YOUR CONTENT PAYABLE TO MÚSICA FRESH. THE THIRTY (30%) COMMISSION SHALL CONSTITUTE SET UP FEES AND CHARGES AS MORE FULLY EXPLAINED ON THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, FEES FOR MÚSICA FRESH ADMINISTERING MECHANICAL ROYALTIES FOR THE REPRODUCTION AND DISTRIBUTION OF MUSICAL WORKS (AS APPLICABLE), AS SUCH FEES AND CHARGES MAY BE UPDATED BY MÚSICA FRESH FROM TIME TO TIME, AND YOU ARE RESPONSIBLE FOR REVIEWING THOSE FEES AND CHARGES. YOUR ACCEPTANCE OF THIS AGREEMENT IS AN ACCEPTANCE OF THE MÚSICA FRESH'S FEES AND CHARGES. THE THIRTY PERCENT (30%) FEE DOES NOT CONSTITUTE AN ACCEPTANCE OF LIABILITY OF ANY KIND AND/OR APPROVAL OF CONDUCT THAT DOES NOT COMPLY WITH OUR COMMUNITY USAGE RULES, THIS TERMS, FEDERAL, STATE OR INTERNATIONAL COPYRIGHT AND INTELLECTUAL PROPERTY LAWS.**

3. **Licensee Records.** Música Fresh, may, but need not, audit the books and records of Licensees and may accept any representations made in a Licensee accounting statement delivered to Música Fresh as true and complete. Música Fresh shall have no liability to you for failure to audit or investigate any accountings rendered to it by any Licensees. You hereby authorize Música Fresh to offset against any amounts owed to you pursuant to this Agreement any amounts that you may owe to Música Fresh, whether under an indemnification provision or for costs, expenses, and deductions authorized in this Agreement.
  
4. **Recordkeeping; Audits.** You may, but not more than once a year, at your own expense, engage a Certified Public Accountant (“CPA”) to examine those books and records directly related to the sale or other licensed uses of Your Content, as provided in this Section 7(c), only. You may have your CPA make those examinations only for the purpose of verifying the accuracy of the statements sent to you. All such examinations will be in accordance with generally accepted accounting principles (“GAAP”) procedures and regulations. Your CPA may make such an examination for a particular statement only once, and only within one (1) year after the date we send you that statement. Your CPA may make such an examination only during our usual business hours, and only at the place where such books and records are maintained in the ordinary course of business. You must provide us with thirty (30)-days written notice prior to commencing an audit and must identify the name, address, telephone number, and email address of the CPA conducting the audit on your behalf. You may not engage the CPA on a contingent fee basis (i.e., your CPA must be paid on a flat fee or time-based basis). We may postpone the commencement of your CPA’s examination by notice given to you not later than five (5) days before the commencement date specified in your notice. In the event of any postponement initiated by us, the running of the time within which the examination may be made will be suspended during the postponement. If your CPA’s examination has not been completed within three (3) months from the time commenced, then we may require you to terminate the audit upon seven (7) days’ notice, which notice may be given at any time. We will not be required to permit the CPA to continue any examination after the end of that seven (7)-day period. Your CPA will not be entitled to examine any other records that do not specifically report sales or other licensed uses of Your Content for which Música Fresh has actually received payment. Your CPA may act only under an acceptable confidentiality agreement, which provides that any information derived from such audit or examination on your behalf will not be knowingly released, divulged, published or shared with any other person, firm or corporation, other than to you or to a judicial or administrative body in connection with any proceeding relating to this Agreement. Your CPA may not share the results

of the examination conducted on your behalf with any third party without our express written permission.

5. **Objection to Accountings.** If you have any objections to a Música Fresh accounting statement made available to you, you agree that you shall give us specific notice of that objection, including a copy of your CPA's analysis of the accounting statement, and your reasons for it within eighteen (18) months after the date we send or make that statement available to you. Each statement shall become conclusively binding on you at the end of that eighteen (18)-month period, and you will no longer have any right to make any other objections to it notwithstanding any audit rights you may otherwise have under any applicable law or regulation. Any payments determined to be owed you following an audit shall be paid within forty-five (45) days of the delivery of your CPA's audit report, unless objected to in writing by Música Fresh, in which case any payments due shall be postponed pending the resolution of the audit dispute. Unless otherwise prohibited by law, you will not have the right to sue us in connection with any statement, or to sue us for unpaid royalties for the period a statement covers, unless you commence the suit within that eighteen (18)-month period. If you commence suit on any controversy or claim concerning statements rendered to you under this Agreement in a court of competent jurisdiction, the scope of the proceeding will be limited to a determination of the amount of royalties due for the accounting periods concerned, and the court shall have no authority to consider any other issues or award any relief except recovery of any royalties found owing. Your recovery of any such royalties plus interest shall be the sole remedy available to you by reason of any claim related to our statements.
6. **Tax information.** Notwithstanding the above, in all events, you acknowledge and agree that you are ultimately responsible for the payment of any Sales Tax, Income Tax and any other kind of tax, state, federal or any other similar governmental charge owed in connection with the sale or distribution of Your Content pursuant to this Agreement, and you hereby indemnify Música Fresh for any Sales Tax that may be owed in addition to those amounts collected and remitted on your behalf by Música Fresh.

## 8. Your Obligations

1. You, or a licensee acting on your behalf, will be responsible for obtaining and paying for any and all clearances or licenses required in the Authorized Territory (or any portion thereof) for the use of any musical works embodied in Your Content. Without limiting the generality of the foregoing, you (either directly or through a third party acting on your behalf) shall be responsible for and shall pay (i) any royalties and other sums due to artists (featured and non-featured), authors, co-authors, copyright owners and co-

owners, producers, engineers, and any other record royalty participants from sales or other uses of Your Content, (ii) all mechanical royalties or other sums payable to music publishers and/or authors or co-authors of musical compositions embodied in Your Content from sales or other uses of Your Content, (iii) all payments that may be required under any collective bargaining agreements applicable to you or any third party (e.g., to unions or guilds such as AFM or AFTRA), and (iv) any other royalties, fees and/or sums payable with respect to Your Content or other materials provided by you to us. You agree that the amount payable to you is inclusive of any so-called “artist royalties” that might otherwise be required to be paid for sales or exploitations pursuant to the applicable laws of any jurisdiction and for any public performances, public displays or communications to the public of the sound recordings and musical works constituting Your Content.

2. Parental Advisory Labeling. You will be responsible for complying with the Recording Industry Association of America’s (“RIAA”) Parental Advisory Logo (“PAL”) Standards, as applicable, for so long as you use the Services.

## 9. Rights of Others

When using the Service, you **must** respect the intellectual property and other rights of Música Fresh and others. **YOUR UNAUTHORIZED USE OF CONTENT MAY VIOLATE COPYRIGHT, TRADEMARK, PRIVACY, PUBLICITY, COMMUNICATIONS, AND OTHER LAWS, AND ANY SUCH USE MAY RESULT IN YOUR PERSONAL LIABILITY, INCLUDING POTENTIAL CRIMINAL LIABILITY.**

### 2. Service and Content Use Restrictions

#### 1. Monitoring of Your Content; Removal of Content from Website

1. Música Fresh does not control Your Content and does not have any obligation to monitor Your Content for any purpose. Música Fresh may choose, in its sole discretion, to monitor, review or otherwise access some or all of Your Content, but by doing so Música Fresh assumes no responsibility for Your Content, no obligation to modify or remove any inappropriate elements of Your Content, or to monitor, review or otherwise access any other artist’s content or artwork.
2. Música Fresh reserves the right, in its sole and absolute discretion, to remove any of Your Content from the Website if such content: (i) is patently offensive, pornographic or defamatory; (ii) is the subject of a dispute between you or us and a third party; (iii) is content to which you cannot document your rights therein upon Música Fresh’s request; (iv) violates the intellectual property rights or other protected interests of a third party; (v) is the subject of a takedown notice by a party claiming to own the rights

therein, or (vi) is the subject of any fraudulent activity, or for any other reason in Música Fresh's sole and absolute judgment is necessary to protect the business interests of Música Fresh and any of its business partners or Licensees. Música Fresh may also remove Your Content from the Website if you are abusive or rude or provide false or intentionally misleading information to any Música Fresh employees or agents. Música Fresh shall have no liability to you for the removal of any of Your Content from the Website or any Licensee website or service other than to provide you a credit (but not a refund) for any fees previously paid by you for making Your Content available via the Website or through Licensees. The removal of any of Your Content shall not relieve Música Fresh of the obligation to pay you any royalties that may have accrued prior to the removal of Your Content.

3. **This Agreement shall not be terminated automatically by Música Fresh removal of Your Content from the Website or Licensee's websites or services. In order for you to terminate this Agreement following the removal of any of Your Content, you must send Música Fresh a Termination Notice.**

## 2. Account Information; Disclosures

1. In order to access some features of the Website, including your account information and periodic statements, you will have to create an online account ("Account"). You hereby represent and warrant that the information you provide to Música Fresh upon registration will be true, accurate, current, and complete. You also hereby represent and warrant that you will ensure that your Account information, including your e-mail address, is kept accurate and up-to-date at all times during the Term of this Agreement.
2. b. As a registered user of the Services you will have login information, including a username and password. Your Account is personal to you, and you may not share your Account information with, or allow access to your Account by, any third party, other than an agent authorized to act on your behalf. As you will be responsible for all activity that occurs under your Account, you should take care to preserve the confidentiality of your username and password, and any device that you use to access the Website. You agree to notify us immediately of any breach in secrecy of your login information. If you have any reason to believe that your Account information has been compromised or that your Account has been accessed by a third party not authorized by you, then you agree to immediately notify Música Fresh by e-mail to [contact@musicafreshllc.com](mailto:contact@musicafreshllc.com). You will be solely responsible for the losses incurred by Música Fresh and others (including

other users) due to any unauthorized use of your Account that takes place prior to notifying Música Fresh that your Account has been compromised.

3. You acknowledge, consent, and agree that Música Fresh may access, preserve, and disclose your Account information and Your Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to a claim that any of Your Content violates the rights of third parties; (iv) to respond to your requests for customer service; or (v) to protect the rights, business interests, property or personal safety of Música Fresh and its employees and users, and the public.

### **3. No Representations and Warranties With Respect to Sales and Distributions**

1. Música Fresh makes no guarantees regarding the minimum number of unit sales or uses of Your Content. In addition, we cannot guarantee that Licensees will perform under any agreement they enter into with Música Fresh for the sale, distribution or licensed use of Your Content, including by paying the royalties they owe us for the distribution of Your Content. If a Licensee refuses to pay us for the use of Your Content, you agree that you will assume responsibility for collecting any payments that may be due from such non-compliant Licensees for any sale, distribution or licensed use of Your Content if such third party fails or refuses to pay such amounts to Música Fresh upon Música Fresh's request.

### **4. Prohibited Use of the Website and Licensee Websites and Services**

1. You agree not to use the Website, the Services, and any services provided by Licensees, for any unlawful purpose or in any way that might harm, damage, or disparage Música Fresh, its Licensees or any other party. Without limiting the preceding sentence and by way of example and not limitation, you agree that you will not, whether through the Website, our Licensees or Your Content, do or attempt any of the following:
2. Reproduce, duplicate, copy, sell, trade, resell, distribute or exploit, any portion of the Website, use of the Website, access to the Website or content obtained through the Website, as a result of your being granted permission to upload Your Content to the Website;
3. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Website, features that prevent or restrict the use or copying of any part of the Website or features that enforce limitations on the use of the Website;



4. **Threaten, harass, abuse, slander, defame or otherwise violate the legal rights (including, without limitation, rights of privacy and publicity) of Música Fresh staff, employees, or affiliates.**
5. Publish, distribute or disseminate any inappropriate, profane, vulgar, defamatory, infringing, obscene, tortious, indecent, unlawful, offensive, immoral or otherwise objectionable material or information;
6. **Publish, distribute or disseminate any inappropriate, profane, vulgar, defamatory, infringing, obscene, tortious, indecent, unlawful, offensive, immoral or otherwise objectionable material or information towards Música Fresh staff, employees, or affiliates.**
7. **CREATE A FALSE IDENTITY OR IMPERSONATE ANOTHER FOR THE PURPOSE OF MISLEADING OTHERS AS TO YOUR IDENTITY, INCLUDING, BUT NOT LIMITED TO, PROVIDING MISLEADING INFORMATION TO ANY FEEDBACK SYSTEM EMPLOYED BY MÚSICA FRESH AND ANY OF IT'S USERS. ANY LICENSOR, LICENSEE, THEIR AGENTS OR ANY OTHER USER OF ANY KIND THAT ENGAGES IN THIS CONDUCT OR ANY OTHER SIMILAR CONDUCT RELATED TO THIS MATTER SHALL BE COMPLETELY, SOLELY, AND PERSONALLY LIABLE TO ANY LEGAL (CIVIL OR CRIMINAL) CONSEQUENCE. MÚSICA FRESH SHALL NOT HAVE ANY LIABILITY ARISING FROM OR IN ANY WAY RELATED TO THIS CONDUCT AND MAY, BUT IS NOT OBLIGATED TO, AT IT'S OWN DISCRETION, TRY TO FIND LICENSORS AND LICENSEES THAT DO ENGAGE IN THIS CONDUCT AND MÚSICA FRESH SHALL TERMINATE THEIR AGREEMENT, ACCOUNT AND MAY BANNED THE PERMANENTLY FROM OUR PLATFORM AND SERVICES. ENGAGING IN THIS PARTICULAR CONDUCT CONSTITUTES JUST CAUSE TO TERMINATE THIS AGREEMENT WITHOUT ADVANCE NOTICE OR LIABILITY.**
8. Transmit or upload any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful, damaging or deleterious software programs;
9. Interfere with or disrupt the Website, networks or servers connected to the Website or violate the regulations, policies or procedures of such networks or servers;
10. Upload or otherwise transmit any information or content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, including by incorporating any such material in Your Content; or

11. Use the Website in any manner whatsoever that could lead to a violation of any federal, state or local laws, rules or regulations.
12. Use the Service for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other "hidden text" utilizing any Trademarks; (iii) engage in any activities through or in connection with the Service that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, bullying, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to Música Fresh; (iv) reverse engineer, decompile, disassemble, reverse assemble, or modify any Service source or object code or any software or other products, services, or processes accessible through any portion of the Service; (v) engage in any activity that interferes with a user's access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, Música Fresh, or other users of the Service; (vi) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service, the Content, or the User-Generated Content (defined below); (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Service, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Service, other computer systems or networks connected to the Service, through password mining or any other means; (ix): (a) use false or deceptive identities, names or accounts; (b) deploy or otherwise use bots, malware, viruses or scrapers; (c) make it appear as though any aspect of your account, User-Generated Content, or Music Content, including, without limitation, your plays, likes, messages, reposts, etc., are more successful than they actually were through unauthentic interactions by you or third parties you engage, manage or transact with (e.g., click-fraud, manipulating social media followings, etc.); (d) engage in any activities that are designed to defraud or game Música Fresh or third parties; or (e) deploy, or permit any third party to deploy, any technology on, or in connection with, Música Fresh or Música Fresh branded sites, systems or services that can enable the tracking of site or service activities or users, except with Música Fresh prior express written approval; or (x) otherwise violate these Terms or any Additional Terms.
13. You also agree that, in using the Service: (i) you will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Service by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual

process of any kind; (ii) you will not frame or utilize framing techniques to enclose any such Content (including any images, text, or page layout); (iii) you will keep intact all Trademark, copyright, and other intellectual property notices contained in such Content; (iv) you will not use such Content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands; (v) you will not make any modifications to such Content; (vi) you will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit such Content in any way for any purpose except as specifically permitted by these Terms or any Additional Terms or with the prior written consent of an officer of Música Fresh or, in the case of Content from a licensor, the owner of the Content; and (vii) you will not insert any code or product to manipulate such Content in any way that adversely affects any user experience.

## **5. Availability of Service and Content**

1. Música Fresh may make changes to or discontinue any aspects of the Services and any of the features, media, content, products, software or services available via the Website, at any time and without notice and without liability to you. The features, media, content, products, software or services available on and through the Website may be out of date, and Música Fresh makes no commitment to update any aspect of the Website. Música Fresh makes no representations and warranties with respect to availability of the Website and may discontinue the Service at any time with or without notice. You are solely responsible for maintaining back-up copies of any elements of Your Content uploaded to the Website or otherwise delivered to Música Fresh as Physical Product.
2. Música Fresh may immediately suspend or terminate the availability of the Service and Content (and any elements and features of them), in whole or in part, for any reason, in Música Fresh's sole discretion, and without advance notice or liability.

## **6. Reservation of All Rights Not Granted as to Content and Service**

1. These Terms and any Additional Terms include only narrow, limited grants of rights to Content and to use and access the Service. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by Música Fresh and its licensors and other third parties. Any unauthorized use of any Content or the Service for any purpose is prohibited

### 3. Terms Applicable to Purchases and/or Subscriptions

#### 1. Generally

1. To purchase access and use of subscriptions we make available for sale on the Service or other products and services, **you must be at least eighteen (18) years of age or the applicable age of majority in your jurisdiction of residence.** Prior to the purchase of any products or services, you must provide us with a valid credit card number and associated payment information including all of the following: (i) your name as it appears on the card, (ii) your credit card number, (iii) the credit card type, (iv) the date of expiration, and (v) any activation numbers or codes needed to charge your card or otherwise use a valid gift card. By submitting that information to us or our third party credit card processor, you agree that you authorize us and/or our processor to charge your card at our convenience but within thirty (30) days of credit card authorization. For any product or service that you order on the Service, you agree to pay the price applicable (including any sales taxes and surcharges) as of the time you submit the order. Música Fresh will automatically bill your credit card or other form of payment submitted as part of the order process for such price.

#### 2. Subscription Term & Termination

1. Except in the event of a free trial offer, your subscription will commence as of the date your payment for a subscription is received by Música Fresh. Your subscription will continue in full force for the length of the term you specifically purchased or on a month-to-month term until such time as you cancel the subscription as further explained below (the "Subscription Term"). In the event that you cancel a subscription in the middle of your Subscription Term, you will not be entitled to receive a refund for the unused portion of the remainder of that Subscription Term.
2. Música Fresh will have the right, upon written notice to you, to terminate these Terms, and suspend your access to your subscription, if: (a) you fail to pay Música Fresh any amount due to Música Fresh under these Terms; and/or (b) you materially breach any term or condition of these Terms. Música Fresh shall have the right to terminate these Terms and suspend your access to your subscription with or without cause, upon thirty (30) days written notice to you in which case you will no longer be charged for access to the subscription. Upon the expiration or termination of these Terms for any reason, your access to, and your use of, your subscription will terminate.

#### 3. Free Trials/Promotional Offerings

1. We may offer promotional trial subscriptions to access the Service for free for a limited time or at special discounted prices. If you sign up for a trial

use, your rights to use the Service are limited by the terms of such trial and will terminate or renew on the terms of your trial arrangement and/or any applicable Additional Terms. Please be aware that when you sign up for a free trial, you will be required to provide your credit card number and Música Fresh will confirm your credit card is valid. When we process your credit card, some credit card companies may place a temporary hold on your account for your first payment. Please contact your credit card company if you have questions. Please note that we do not provide price protection or refunds in the event of a price drop or promotional offering.

#### **4. Auto-Renewal of Membership**

1. Your subscription to the applicable subscription on the Service will automatically renew at the end of your Subscription Term continuously and indefinitely without action by the member, and the membership fee is charged to the member at the time of renewal. An enrollee whose membership fee has been paid is entitled to all privileges included in the membership until the membership is cancelled by the enrolled member as set forth in the paragraph below. By providing your payment method information for your subscription, you are agreeing to pay a subscription fee, that will automatically renew, at the then current rate, unless you cancel prior to the expiration of the current Subscription Term, and any applicable taxes and service fees (collectively, "Fees").
2. The Fees will be charged to your original payment method automatically at the beginning of your Subscription Term, and at the beginning of each renewal Subscription Term thereafter on the calendar day corresponding to the commencement of your current Subscription Term, unless you cancel your subscription or your account is suspended or terminated pursuant to these Terms. The renewal Subscription Term will be the same length as your initial Subscription Term unless otherwise disclosed to you at the time of sale. The rate for the renewal Subscription Term will be the then current subscription-rate.
3. The Fees charged to your payment method may vary from Subscription Term to Subscription Term due to changes in your subscription plan or applicable taxes, and you authorize Música Fresh to charge your payment method for these amounts. Música Fresh reserves the right to change the pricing of subscriptions at any time. In the event of a price change, Música Fresh will post the new pricing on the Service and attempt to notify you in advance by sending an email to the address you have registered for your account. You agree that we may change the pricing we charge you for your subscription and any products/services offered in your subscription package by providing you with notice through an electronic communication from us and you agree that all agreements, notices, disclosures, and other

communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You consent to our ability to change our pricing and the details of our subscription packages through an electronic communication to you. If you do not wish to accept a price or subscription package change made by us, you may cancel your subscription as described below, otherwise you will be deemed to have consented to the price/subscription package change and authorize Música Fresh to charge the new Fees to your payment method. If there are any discrepancies in billing, you hereby waive your right to dispute such discrepancies if you do not notify Música Fresh within sixty (60) days after they first appear on an account statement.

## 5. Cancellation of Membership

1. A member will have the right to cancel your subscription at any time upon notice to Música Fresh by email at [contact@musicafreshllc.com](mailto:contact@musicafreshllc.com). Cancellation of initial membership any time after purchase will result in forfeiture of the membership fee. To avoid a late cancellation fee or forfeiture of the membership renewal fee, membership should be cancelled prior to the end of the then current Subscription Term. Upon cancellation, the member loses access to the areas of the Service designated for members only. This could include any credit and other data and analyses that have been displayed during your membership. To the extent that you continued to get charged after cancellation of your membership due to Música Fresh error or otherwise, you agree that your sole remedy will be to receive a refund from Música Fresh for the overcharged amounts.

## 6. Methods of Payment, Credit Card Terms and Taxes

1. All payments must be made via Visa, Mastercard, American Express, JCB, Discover and Paypal. We currently do not accept cash, personal or business checks or any other payment form, although in the future we may change this policy. Your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not these Terms to determine your rights and liabilities as a cardholder. You represent and warrant that you will not use any credit card or other form of payment unless you have all necessary legal authorization to do so.
2. **YOU, AND NOT MÚSICA FRESH, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY.** You agree to pay all fees and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. Unless you notify Música Fresh of any discrepancies within sixty (60) days after they first appear on your credit card statement, you agree that they will

be deemed accepted by you for all purposes. If Música Fresh does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by Música Fresh or its agents. Sales taxes, or other taxes, customs, import/export charges, or similar governmental charges are not included in the price of the products. You are responsible for paying any such taxes or charges imposed on your purchases, including, but not limited to, sales, use or value-added taxes. Música Fresh shall automatically charge and withhold the applicable tax for orders to be delivered to addresses within and any states or localities that it deems is required in accordance with our order policy in effect at the time of purchase.

## **7. Refund Policy**

1. All purchase transactions made through the Service are subject to Música Fresh's return policy in effect at the time of purchase. Currently, Música Fresh's refund policy is to not offer any refunds for any subscriptions or products purchased through the Service, except in our sole and absolute discretion.

## **8. Order Acceptance Policy**

1. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Música Fresh reserves the right at any time after receipt of your order to accept or decline your order for any reason. Música Fresh further reserves the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Your order will be deemed accepted by Música Fresh upon our delivery of products or services that you have ordered.
2. We may require additional verifications or information before accepting any order. Notwithstanding the foregoing, you agree that, if we cancel all or a portion of your order or if we provide you less than the quantity you ordered, your sole and exclusive remedy is either that: (a) we will issue a credit to your credit card account in the amount charged for the cancelled portion or the quantity not provided (if your credit card has already been charged for the order); or (b) we will not charge your credit card for the cancelled portion of the order or the quantity not provided.
3. Do not assume that a cancellation or change of an order you have placed with Música Fresh has been effected until you receive a confirmation from Música Fresh via email or the Service. As stated above, you will be responsible for, and your credit card or third-party payment account may be charged for, the payment of all fees associated with orders already

processed or shipped before your cancellation/change request or a request to terminate your account was received.

#### **9. No Responsibility to Sell Mispriced Products or Services**

1. We do our best to describe every item, product or service offered on this Service as accurately as possible. However, we are human, and therefore we do not warrant that specifications or pricing on the Service is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications of any item, product or service, Música Fresh shall have the right to refuse or cancel any orders in its sole discretion. If we charged your credit card or other account prior to cancellation, we will issue a credit to your account in the amount of the charge. Additional terms may apply. If a product you purchased from Música Fresh is not as described, your sole remedy is to return it in unused condition, complete and undamaged, in the original packaging.

#### **10. Modifications to Prices or Billing Terms**

1. PRODUCTS AND SERVICES DISPLAYED ON THE SERVICE MAY NOT BE AVAILABLE AT ALL TIMES AND MAY BE SUBSTITUTED OR DISCONTINUED AT ANY TIME. MÚSICA FRESH RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SERVICE OR BY E-MAIL DELIVERY TO YOU.
2. The features, media, content, products, software or services available on and through the Website may be out of date, and Música Fresh makes no commitment to update any aspect of the Website. Música Fresh makes no representations and warranties with respect to availability of the Website and may discontinue the Service at any time with or without notice. You are solely responsible for maintaining back-up copies of any elements of Your Content uploaded to the Website or otherwise delivered to Música Fresh as Physical Product.

#### **4. Accounts**

##### **1. General**

1. In order to access or use some (or potentially all) of the features on the Service, you may be required to first register for a user account through our registration process that we make available through the Service. The Service's practices governing any resulting collection and use of your personal information are disclosed in our Privacy Policy.



2. If you register for any feature that requires a password and/or username, then you will select your own password at the time of registration (or we may send you an e-mail notification with a randomly generated initial password) and you agree that: (i) You will not use a username (or e-mail address) that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive. We may reject the use of any password, username, or e-mail address for any other reason in our sole discretion; (ii) You will provide true, accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete; (iii) You are solely responsible for all activities that occur under your account, password, and username - whether or not you authorized the activity; (iv) You are solely responsible for maintaining the confidentiality of your password and for restricting access to your Device so that others may not access any password protected portion of the Service using your name, username, or password; (v) You will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security; and (vi) You will not sell, transfer, or assign your account or any account rights. We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations. If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, any Additional Terms, or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits - all in our sole discretion, for any reason, and without advance notice or liability.

## **5. Content You Submit and Community Usage Rules**

### **1. User-Generated Content**

1. Música Fresh may now or in the future offer users of the Service the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Service (collectively, "submit") messages, text, illustrations, files, images, graphics, photos, comments, feedback, surveys, responses, videos, information, content, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein but expressly excluding Music Content (collectively, "User - Generated Content"). Música Fresh may allow you to do this through

forums, email, and other communications functionality. Subject to the license you grant in these Terms, you retain whatever legally cognizable right, title, and interest that you have in your User-Generated Content and you remain ultimately responsible for it.

## **2. Non - Confidentiality of Your User - Generated Content**

1. Except as otherwise described in the Service's posted Privacy Policy or any Additional Terms, you agree that: (a) your User-Generated Content will be treated as non-confidential - regardless of whether you mark them "confidential," "proprietary," or the like - and will not be returned; and (b) Música Fresh does not assume any obligation of any kind to you or any third party with respect to your User-Generated Content. Upon Música Fresh's request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with these Terms or any Additional Terms.
2. You acknowledge that the Internet and mobile communications may be subject to breaches of security and that you are aware that submissions of User-Generated Content may not be secure, and you will consider this before submitting any User-Generated Content and do so at your own risk. In your communications with Música Fresh, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, "Unsolicited Ideas and Materials").
3. Any Unsolicited Ideas and Materials you post on or send to us via the Service are deemed User-Generated Content and licensed to us as set forth below. In addition, Música Fresh retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. Música Fresh's receipt of your Unsolicited Ideas and Materials is not an admission by Música Fresh of their novelty, priority, or originality, and it does not impair Música Fresh's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

## **3. License to Música Fresh of Your User - Generated Content**

1. Except as otherwise described in any applicable Additional Terms, you grant to Música Fresh the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and

exploit in any manner whatsoever, all or any portion of your User-Generated Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User-Generated Content and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User-Generated Content for any purposes whatsoever, including developing, producing, and marketing products and/or services.

2. You understand that in exercising such rights metadata, notices and content may be removed or altered, including copyright management information, and you consent thereto and represent and warrant you have all necessary authority to do so. In order to further effect the rights and license that you grant to Música Fresh to your User-Generated Content, you also hereby grant to Música Fresh, and agree to grant to Música Fresh, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any User-Generated Content, without any obligation or remuneration to you.
3. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User-Generated Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section.

#### **4. Exclusive Right to Manage Our Service**

1. Música Fresh may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your User-Generated Content, and Música Fresh may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of User-Generated Content without notice or any liability to you or any third party in connection with our operation of User-Generated Content venues in an appropriate manner. Without limitation, we may do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional Terms,

including, without limitation, the content restrictions set forth below in the Rules.

2. Such User-Generated Content submitted by you or others need not be maintained on the Service by us for any period of time and you will not have the right, once submitted, to access, archive, maintain, or otherwise use such User-Generated Content on the Service or elsewhere.

## **5. Representations and Warranties Related to Your User - Generated Content**

1. Each time you submit any User-Generated Content, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside or are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User-Generated Content you submit, and that, as to that User-Generated Content: (a) you are the sole author and owner of the intellectual property and other rights to the User-Generated Content, or you have a lawful right to submit the User-Generated Content and grant Música Fresh the rights to it that you are granting by these Terms and any Additional Terms, all without any Música Fresh obligation to obtain consent of any third party and without creating any obligation or liability of Música Fresh; (b) the User-Generated Content is accurate; (c) the User-Generated Content does not and, as to Música Fresh's permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third party; and (d) the User-Generated Content will not violate these Terms (including the Rules) or any Additional Terms, or cause injury or harm to any person.

## **6. Enforcement**

1. Música Fresh has no obligation to monitor or enforce your intellectual property rights to your User-Generated Content, but you grant us the right to protect and enforce our rights to your User-Generated Content, including by bringing and controlling actions in your name and on your behalf (at Música Fresh's cost and expense, to which you hereby consent and irrevocably appoint Música Fresh as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

## **7. Community Usage Rules**

1. As a user of the Service, these Community Usage Rules ("Rules") are here to help you understand the conduct that is expected of visitors of the Service's online forums and work spaces ("Communities").
2. Nature of Rules. Your participation in the Communities is subject to all of the Terms, including these Rules:

- a. **Your User - Generated Content.** All of your User-Generated Content either must be original with you or you must have all necessary rights in it from third parties in order to permit you to comply with these Terms and any Additional Terms. Your User-Generated Content should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any User-Generated Content that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet. If anyone contributes to your User-Generated Content or has any rights to your User-Generated Content, or if anyone appears or is referred to in the User-Generated Content, then you must also have their permission to submit such User-Generated Content to Música Fresh (for example, if someone has taken a picture of you and your friend, and you submit that photo to Música Fresh as your User-Generated Content, then you must obtain your friend's and the photographer's permission to do so.).
- b. **Speaking of Photos.** No Pictures, Videos, or Images of Anyone Other Than You and Your Friends and Family. If you choose to submit photos to the Service, link to embedded videos, or include other images of real people, then make sure they are of you or of you and someone you know - and only if you have their express permission to submit it. You may choose to submit royalty free pictures, videos or images or content that you own and it is you the sole person liable of the usage of that content.
- c. **Act Appropriately.** All of your Service activities must be venue appropriate, as determined by us. Be respectful of others' opinions and comments so we can continue to build Communities for everyone to enjoy. If you think your User-Generated Content might offend someone or be embarrassing to someone, then chances are it probably will and it doesn't belong on the Service. Cursing, harassing, bullying, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your User-Generated Content must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, or physical handicap. Your User-Generated Content must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit.
- d. **Do Not Use for Commercial or Political Purposes.** Your User-Generated Content must not advertise or promote a product or service or other commercial activity, or a politician, public servant, or law.

- e. **Do Not Use for Inappropriate Purposes.** Your User-Generated Content must not promote any infringing, illegal, or other similarly inappropriate activity.
- f. **Be Honest and Do Not Misrepresent Yourself or Your User - Generated Content.** Do not impersonate any other person, user, or company, and do not submit User-Generated Content that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company. **ANY LICENSOR, LICENSEE, THEIR AGENTS OR ANY OTHER USER OF ANY KIND THAT ENGAGES IN THIS CONDUCT OR ANY OTHER SIMILAR CONDUCT RELATED TO THIS MATTER SHALL BE COMPLETELY, SOLELY, AND PERSONALLY LIABLE TO ANY LEGAL (CIVIL OR CRIMINAL) CONSEQUENCE. MÚSICA FRESH SHALL NOT HAVE ANY LIABILITY ARISING FROM OR IN ANY WAY RELATED TO THIS CONDUCT AND MAY, BUT IS NOT OBLIGATED TO, AT IT'S OWN DISCRETION, TRY TO FIND LICENSORS AND LICENSEES THAT DO ENGAGE IN THIS CONDUCT AND MÚSICA FRESH SHALL TERMINATE THEIR AGREEMENT, ACCOUNT AND MAY BANNED THE PERMANENTLY FROM OUR PLATFORM AND SERVICES. ENGAGING IN THIS PARTICULAR CONDUCT CONSTITUTES JUST CAUSE TO TERMINATE THIS AGREEMENT WITHOUT ADVANCE NOTICE OR LIABILITY.**
- g. **Others Can See.** We hope that you will use the Communities to exchange information and content and have venue appropriate discussions about job search-related issues with other members. However, please remember that the Communities are public or semi-public and User-Generated Content that you submit on the Service within a Community may be accessible and viewable by other users. Do not submit personally identifying information (*e.g.*, first and last name together, password, phone number, address, credit card number, medical information, email address, or other personally identifiable information or contact information) on Community spaces and take care when disclosing this type of information to others.
- h. **Don't Share Other Peoples' Personal Information.** Your User-Generated Content should not reveal another person's address, phone number, e-mail address, social security number, credit card

number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual, unless, and in the form and by the method, specifically requested by Música Fresh.

- i. **Don't Damage the Service or Anyone's Computers or Other Devices.** Your User-Generated Content must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Service or any computer or other Device.
- j. **Your Interactions With Other Users; Disputes.** You are solely responsible for your interaction with other users of the Service, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others (*e.g.*, when you submit any personal or other information) and in all of your other online activities.
- k. **Alerting Us of Violations.** If you discover any content that violates these Terms, then you may report it to us here. For alleged infringements of intellectual property rights.

## 6. Procedure For Alleging Copyright Infringement

### 1. DMCA Notice

Música Fresh will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("DMCA"), as set forth below. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice, with the following information: (i) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (ii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL or page of the Service on which the material appears); (iii) your full name, address, telephone number and email address; (iv) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (v) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and (vi) your electronic or physical signature.

2. Música Fresh will only respond to DMCA Notices that submit the complete information.

It is often difficult to determine if your copyright has been infringed. Música Fresh may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Música Fresh may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Música Fresh's other rights, Música Fresh may, in appropriate circumstances, terminate a repeat infringer's access to the Service and any other website owned or operated by Música Fresh.

3. Counter - Notification. If access on the Service to a work that you submitted to Música Fresh is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the following address: **By Mail: Música Fresh LLC, CLM BIDG 100 CARR 165, Torre 1 Suite 708, Guaynabo, Puerto Rico, 00968. By email: [contact@musicafreshllc.com](mailto:contact@musicafreshllc.com)**

Your DMCA Counter-Notification should contain the following information: (i) a legend or subject line that says: "DMCA Counter-Notification"; (ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL or page of the Service from which the material was removed or access to it disabled); (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; (iv) your full name, address, telephone number, e-mail address, and the username of your account; (v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court of San Juan, Puerto Rico), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and your electronic or physical signature. Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity



relating to the material on the Service. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

## **7. Procedure For Alleging Infringement of Other Intellectual Property**

### **1. General**

If you own intellectual property other than copyrights and believe that your intellectual property has been infringed by an improper posting or distribution of it via the Service, then you may send us an email to [contact@musicafreshllc.com](mailto:contact@musicafreshllc.com) that includes all of the following: (i) a legend or subject line that says: "Intellectual Property Infringement Notice"; (ii) a description of the intellectual property that you claim has been infringed; (iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL or page of the Service on which the material appears); (iv) your full name, address, telephone number and email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner of the intellectual property, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the owner of the intellectual property at issue (or, if you are not the owner, then your statement must indicate that you are authorized to act on the behalf of the owner of the intellectual property that is allegedly infringed); and your electronic or physical signature.

We will act on such notices in our sole discretion. Any user of the Service that fails to respond satisfactorily to Música Fresh with regard to any such notice is subject to suspension or termination. We may send the information that you provide in your notice to the person who provided the allegedly infringing material.

## **8. Notices and Questions**

You agree that: (i) we may give you notices of new, revised or changed terms and other important matters by prominently posting notice on the homepage of the Service, or in another reasonable manner that we may elect; and (ii) we may contact you by mail or email sent to the address provided by you. You agree to promptly notify us if you change your email or mailing address by updating your account information.

If you have a question regarding using the Service, you may contact us at [contact@musicafreshllc.com](mailto:contact@musicafreshllc.com). You acknowledge that the provision of customer support is at Música Fresh's sole discretion and that we have no obligation to provide you with customer support of any kind.

## **9. Links by You to the Service**

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Service, so long as: (a) the links only incorporate text, and do not use any Trademarks, (b) the links and the content on your website do not suggest any affiliation with Música Fresh or cause any other confusion, and (c) the links and the content on your website do not portray Música Fresh or its products or services in a false, misleading, derogatory, or

otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to Música Fresh. Música Fresh reserves the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

## **10. Linked-To Websites; Advertisements; Dealings with Third Parties**

### **1. General**

1. The Service may contain links, as part of third-party ads on the Service or otherwise, to or from third-party websites ("Linked Services"), including websites operated by advertisers, licensors, licensees, recruitment services and certain other third parties who may have business relationships with Música Fresh. Música Fresh may have no control over the content, operations, policies, terms, or other elements of Linked Services, and Música Fresh does not assume any obligation to review any Linked Services. Música Fresh does not endorse, approve, or sponsor any Linked Services, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, Música Fresh is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such Services. Finally, Música Fresh will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these third-party Linked Services. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Linked Services. Música Fresh disclaims all liability in connection therewith.

### **2. Dealings with Third Parties**

1. Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Service (including on or via Linked Services or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). Música Fresh disclaims all liability in connection therewith.

## **11. Wireless Features**

### **1. Wireless Features**

1. The Service may offer certain features and services that are available to you via your wireless Device. These features and services may include the ability to access the Service's features and upload content to the Service, receive messages from the Service, and download applications to your wireless Device (collectively, "Wireless Features"). Standard messaging, data, and other fees may be charged by your carrier to participate in Wireless Features. Fees and charges may appear on your wireless bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless Device. You should check with your carrier to find out what plans are available and how much they cost. Contact your carrier with questions regarding these issues.

## **2. Terms of Wireless Features**

1. You agree that as to the Wireless Features for which you are registered, we may send communications to your wireless Device regarding us or other parties. Further, we may collect information related to your use of the Wireless Features. If you have registered via the Service for Wireless Features, then you agree to notify us of any changes to your wireless contact information (including phone number) and update your accounts on the Service to reflect the changes.

## **3. Providing Telephone Numbers and Other Contact Information.**

1. You verify that any contact information provided to Música Fresh, including, but not limited to, your name, mailing address, email address, your residential or business telephone number, and/or your mobile telephone number, is true and accurate. You verify that you are the current subscriber or owner of any telephone number that you provide. You are strictly prohibited from providing a phone number that is not your own. If we discover that any information provided in connection with your account is false or inaccurate, we may suspend or terminate your account at any time. Should any of your contact information change, including ownership of your telephone numbers, you agree to immediately notify us before the change goes into effect by contacting us at [contact@musicafreshllc.com](mailto:contact@musicafreshllc.com).

## **4. Unauthorized Use of Your Telephone Device.**

1. You must notify Música Fresh immediately of any breach of security or unauthorized use of your telephone device. Although Música Fresh, our agents, and affiliates will not be liable for losses caused by any unauthorized use of your telephone device, you may be liable for our losses due to such unauthorized use.

## **12. Dispute Resolution**

## 1. General

**FIRST - TRY TO RESOLVE DISPUTES AND EXCLUDED DISPUTES. IF ANY CONTROVERSY, ALLEGATION, OR CLAIM ARISES OUT OF OR RELATES TO THE SERVICE, THE CONTENT, YOUR USER-GENERATED CONTENT, THESE TERMS, OR ANY ADDITIONAL TERMS, WHETHER HERETOFORE OR HEREAFTER ARISING (COLLECTIVELY, "DISPUTE"), OR TO ANY OF MÚSICA FRESH'S ACTUAL OR ALLEGED INTELLECTUAL PROPERTY RIGHTS (AN "EXCLUDED DISPUTE", THEN YOU AND WE AGREE TO SEND A WRITTEN NOTICE TO THE OTHER PROVIDING A REASONABLE DESCRIPTION OF THE DISPUTE OR EXCLUDED DISPUTE, ALONG WITH A PROPOSED RESOLUTION OF IT. OUR NOTICE TO YOU WILL BE SENT TO YOU BASED ON THE MOST RECENT CONTACT INFORMATION THAT YOU PROVIDE US. BUT IF NO SUCH INFORMATION EXISTS OR IF SUCH INFORMATION IS NOT CURRENT, THEN WE HAVE NO OBLIGATION UNDER THIS PARAGRAPH. YOUR NOTICE TO US MUST BE SENT VIA EMAIL TO [CONTACT@MUSICAFRESHLLC.COM](mailto:CONTACT@MUSICAFRESHLLC.COM). FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF RECEIPT OF NOTICE FROM THE OTHER PARTY, MÚSICA FRESH AND YOU WILL ENGAGE IN A DIALOGUE IN ORDER TO ATTEMPT TO RESOLVE THE DISPUTE OR EXCLUDED DISPUTE, THOUGH NOTHING WILL REQUIRE EITHER YOU OR MÚSICA FRESH TO RESOLVE THE DISPUTE OR EXCLUDED DISPUTE ON TERMS WITH RESPECT TO WHICH YOU AND MÚSICA FRESH, IN EACH OF OUR SOLE DISCRETION, ARE NOT COMFORTABLE.**

**APPLICABLE LAW/JURISDICTION: THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PUERTO RICO. IN CASE OF DISPUTE ABOUT IT, THE PARTIES SUBMIT TO THE JURISDICTION OF THE COURT OF FIRST INSTANCE OF PUERTO RICO, SAN JUAN SECTION.**

**NO CLASS ACTION MATTERS. YOU AND MÚSICA FRESH AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION.**

**GOVERNING LAW. THESE TERMS AND ANY ADDITIONAL TERMS WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE AND EXCLUDED DISPUTE WILL BE RESOLVED IN ACCORDANCE WITH THE LAWS OF PUERTO RICO, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS.**

## 13. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

### 1. General

**YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS.**

Therefore, to the fullest extent permissible by law, Música Fresh, its parent company and subsidiaries, and each of their respective employees, officers, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, the "Música Fresh Parties"), hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

1. the Service (including the Content, Music Content and the User-Generated Content);
2. the functions, features, or any other elements on, or made accessible through, the Service;
3. any products, services, developer code or instructions offered or referenced at or linked through the Service;
4. security associated with the transmission of your User-Generated Content transmitted to Música Fresh via the Service;
5. whether the Service or the servers that make the Service available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Device);
6. whether the information (including any instructions) on the Service is accurate, complete, correct, adequate, useful, timely, or reliable;
7. whether any defects to, or errors on, the Service will be repaired or corrected;
8. whether your access to the Service will be uninterrupted;
9. whether the Service will be available at any particular time or location; and
10. whether your use of the Service is lawful in any particular jurisdiction.

**EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ADDITIONAL TERMS PROVIDED BY A MÚSICA FRESH PARTY, IF ANY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MÚSICA FRESH PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.**

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions' laws are applicable.

## **14. LIMITATIONS OF OUR LIABILITY**

### **1. General**

**TO THE EXTENT PERMITTED UNDER ANY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY MÚSICA FRESH PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages that are directly or indirectly related to:**

- 1. the Service (including the Content, Music Content and the User-Generated Content;**
- 2. your use of or inability to use the Service, or the performance of the Service;**
- 3. any action taken in connection with an investigation by Música Fresh Parties or law enforcement authorities regarding your access to or use of the Service;**
- 4. any action taken in connection with copyright or other intellectual property owners or other rights owners;**
- 5. any injury or damages you sustain directly or indirectly as a result of your use of the Service or any Music Content;**
- 6. any errors or omissions in the Service's technical operation; or**
- 7. any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.**

**The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if Música Fresh Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).**

**Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you.**

**EXCEPT AS MAY BE PROVIDED IN ANY ADDITIONAL TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MÚSICA FRESH PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID MÚSICA FRESH TO ACCESS THE SERVICE OR IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE. FOR PURPOSES OF CLARITY, THE PRIOR SENTENCE DOES NOT EXPAND OR LIMIT ANY EXPRESS, WRITTEN PRODUCT WARRANTY THAT IS PROVIDED BY US.**

## **15. Updates to Terms**

### **1. General**

- 1. These Terms (or if applicable Additional Terms), in the form posted at the time of your use of the applicable services to which it applies, shall govern such use (including transactions entered during such use). AS OUR SERVICE EVOLVES, THE TERMS AND CONDITIONS UNDER WHICH WE OFFER THE SERVICE MAY PROSPECTIVELY BE MODIFIED AND WE MAY CEASE OFFERING THE SERVICE UNDER THE TERMS OR ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE OTHER TERMS FOR YOUR NEW USE AND TRANSACTIONS.**
- 2. Therefore, you should review the posted terms of use and any applicable Additional Terms each time you use the Service (at least prior to each transaction or submission). The Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, the Terms (and any applicable Additional Terms) that applied when you previously used the Service will continue to apply to such prior use (*i.e.*, changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised or additional terms is determined by a tribunal**

to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs.

3. You should frequently check the home page and the email you associated with your account for notices, and you agree that the means set forth in these Terms are all reasonable manners of providing you with notice. You can reject any new, revised or Additional Terms by discontinuing use of the Service and related services.

## **16. General Provisions**

### **1. Música Fresh's Consent or Approval**

1. As to any provision in these Terms or any Additional Terms that grant Música Fresh a right of consent or approval, or permits Música Fresh to exercise a right in its "sole discretion," Música Fresh may exercise that right in its sole and absolute discretion. No opt-in consent or approval may be deemed to have been granted by Música Fresh without being in writing and signed by an officer of Música Fresh.

### **2. Relationship of the Parties**

1. The parties hereto agree and acknowledge that the relationship between them is that of independent contractors. This Agreement shall not be deemed to create an agency, partnership or joint venture between you and Música Fresh, and Música Fresh shall not have a fiduciary obligation to you as a result of your entering into this Agreement.

### **3. Entire Agreement**

1. This Agreement together with the TOS contains the entire understanding of the parties relating to the subject matter hereof. This Agreement (including all Addenda) supersedes all previous agreements or arrangements between you and Música Fresh pertaining to the Services, provided that if you previously entered into a digital distribution or consignment agreement with us in the past, and elected any options specifying or limiting the scope of the distribution of Your Content, the limitations and authorizations with respect to the distribution of Your Content shall remain in place under this Agreement and the applicable Addendum. This Agreement cannot be changed or modified except as provided herein.

### **4. Binding Effect**

1. This Agreement will be binding on the assigns, heirs, executors, affiliates, agents, personal representatives, administrators, and successors (whether through merger, operation of law, or otherwise) of each of the parties.

### **5. Rights Cumulative**



1. To the extent permitted by applicable law, the rights and remedies of the parties provided under this Agreement are cumulative and are in addition to any other rights and remedies of the parties at law or equity.

## **6. No Third Party Beneficiaries**

1. This Agreement is for the sole benefit of the parties hereto and their authorized successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any person or entity, other than the parties hereto and their authorized successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

## **7. Headings**

1. The titles and headings used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

## **8. Assignment**

1. Música Fresh may assign its rights and obligations under this Agreement at any time to any party. You may not assign your rights and/or obligations under this Agreement without obtaining Música Fresh's prior written consent.

## **9. Indemnity**

1. You agree to, and you hereby, defend, indemnify, and hold Música Fresh Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Música Fresh Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your User-Generated Content; (ii) your use of the Service and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms or any Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) Música Fresh Parties' use of the information or content that you submit to us (including your User-

Generated Content and Music Content) (all of the foregoing, "Claims and Losses").

2. You will cooperate as fully required by Música Fresh Parties in the defense of any Claims and Losses. Notwithstanding the foregoing, Música Fresh Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Música Fresh Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Música Fresh Party.
3. Furthermore, you agree to, and you hereby, defend, indemnify, and hold Música Fresh Parties harmless from and against any and all, but not limited to, any Claims made by a PRO or music publisher with respect to any public performances or communications to the public of any musical works embodied in Your Content, any contributor to any sound recording included within Your Content, including claims from any unions, guilds, background musicians for vocalists, engineers, etc., or any other party for any use or misuse of any other forms of intellectual property or proprietary rights in Your Content, including, but not limited to, trademark rights and invasions of the right of privacy or publicity. You agree to reimburse us, on demand, for any payment made by us at any time with respect to any Claims to which the foregoing indemnity applies. Pending the resolution of any claim, demand, or action, we may, at our election, withhold payment of any monies otherwise payable to you hereunder in an amount which does not exceed your potential liability to us pursuant to this Section.
4. If we make an indemnification request to you under this Section, we may permit you to control the defense, disposition or settlement of the matter at your own expenses, provided that you shall not, without our prior written consent, enter into any settlement or agree to any disposition that requires any admission of liability by Música Fresh or imposes any conditions or obligations on Música Fresh other than the payment of monies that are readily measurable for purposes of determining your monetary indemnification or reimbursement obligations to us. If we, in our reasonable and good faith judgment conclude that you are not capable of defending your or our interests against any Claims, then we shall have the option to control the defense in any matter or litigation through counsel of our own choosing to defend against any such Claim for which you owe Música Fresh an indemnification, and the costs of such counsel, as well as any court costs, shall be at your expense.

## **10. Operation of Service; Availability of Products and Services; International Issues**

1. The Service is operated in the United States, and is primarily intended for users located in the U.S. Música Fresh makes no representation that the Service is appropriate or available for use beyond the U.S. If you use the Service from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply.
2. We reserve the right to limit the availability of the Service and/or the provision of any content, program, product, service, or other feature described or available on the Service to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide. You and we disclaim any application to these Terms of the Convention on Contracts for the International Sale of Goods.

#### **11. Severability; Interpretation**

1. If any provision of these Terms, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the Additional Terms (which will remain in full force and effect).
2. To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in these Terms or any Additional Terms, the word will be deemed to mean "including, without limitation,". The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

#### **12. Communications**

1. As permitted by applicable law, when you communicate with us electronically, such as via email and text message, you consent to receive communications from us electronically. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

#### **13. Investigations; Cooperation with Law Enforcement; Termination; Survival**

1. Música Fresh reserves the right, without any limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of

these Terms and any Additional Terms, (iii) investigate any information obtained by Música Fresh in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any Additional Terms, and (vi) discontinue the Service, in whole or in part, or, except as may be expressly set forth in any Additional Terms, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party.

2. Any suspension or termination will not affect your obligations to Música Fresh under these Terms or any Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from Música Fresh, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. **The provisions of these Terms and any Additional Terms (including the terms applicable to User-Generated Content), which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Música Fresh in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, and no class action.**

#### 14. Assignment

1. Música Fresh may assign its rights and obligations under these Terms and any Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Música Fresh.

#### 15. No Waiver

1. Except as expressly set forth in these Terms or any Additional Terms: (i) no failure or delay by you or Música Fresh in exercising any of rights, powers, or remedies hereunder will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced. For avoidance of doubt, nothing herein shall be construed to restrict Música Fresh's right to amend these Terms or any Additional Terms as otherwise permitted in those agreements.

#### 16. Connectivity

1. You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service provider, mobile service, and other services needed for your access to and use of the Service and you will be responsible for all charges related to them.

## **17. Terms Applicable For Apple Device Users**

### **1. General**

If you are accessing or using the Service through a Device manufactured and/or sold by Apple, Inc. ("Apple", with such a device herein referenced as an "Apple Device"):

1. To the extent that you are accessing the Service through an Apple Device, you acknowledge that these Terms are entered into between you and Música Fresh and, that Apple is not a party to these Terms other than as third-party beneficiary as contemplated below.
2. The license granted to you in Section 1 of these Terms is subject to the permitted Usage Rules set forth in the Apple App Store Terms and Conditions (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third party terms of agreement applicable to the Service.
3. You acknowledge that Música Fresh, and not Apple, is responsible for providing the Service and Content thereof.
4. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Service.
5. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service.
6. Notwithstanding anything to the contrary herein, and subject to the terms in these Terms, you acknowledge that, solely as between Apple and Música Fresh, Música Fresh and not Apple is responsible for addressing any claims you may have relating to the Service, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims, (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
7. Further, you agree that if the Service, or your possession and use of the Service, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.
8. You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be

deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

9. When using the Service, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Service.
10. You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **www.musicafresh.com Privacy Policy**

www.musicafresh.com (the "Site") is owned and operated by Música Fresh LLC. Música Fresh LLC is the data controller and can be contacted at:

contact@musicafresh.com

(787) 598-4934

CIM Bldg 100 Carr 165, Torre 1 Suite 708, Guaynabo, Puerto Rico, 00968

### **Purpose**

The purpose of this privacy policy (this "Privacy Policy") is to inform users of our Site of the following:

1. The personal data we will collect;
2. Use of collected data;
3. Who has access to the data collected; and
4. The rights of Site users.

This Privacy Policy applies in addition to the terms and conditions of our Site.

### **GDPR**

For users in the European Union, we adhere to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, known as the General Data Protection Regulation (the "GDPR"). For users in the United Kingdom, we adhere to the GDPR as enshrined in the Data Protection Act 2018.

### **Consent**

By using our Site users agree that they consent to:

1. The conditions set out in this Privacy Policy.

### **Legal Basis for Processing**

We collect and process personal data about users in the EU only when we have a legal basis for

doing so under Article 6 of the GDPR.

We rely on the following legal bases to collect and process the personal data of users in the EU:

1. Processing of user personal data is necessary for us to take, at the request of a user, steps before entering a contract or for the performance of a contract to which a user is a party. If a user does not provide the the personal data necessary to perform a contract the consequences are as follows: Authentication process for selling products will not be met and cannot get paid for product "beats" provided.; and
2. Processing of user personal data is necessary to a task carried out in the public interest or in the exercise of our official authority.

### **Personal Data We Collect**

We only collect data that helps us achieve the purpose set out in this Privacy Policy. We will not collect any additional data beyond the data listed below without notifying you first.

#### Data Collected Automatically

When you visit and use our Site, we may automatically collect and store the following information:

1. Location;
2. Clicked links; and
3. Content viewed.

#### Data Collected in a Non-Automatic Way

We may also collect the following data when you perform certain functions on our Site:

1. First and last name;
2. Age;
3. Date of birth;
4. Email address;



5. Phone number;
6. Address; and
7. Auto fill data.

This data may be collected using the following methods:

1. Creating Account.

### **How We Use Personal Data**

Data collected on our Site will only be used for the purposes specified in this Privacy Policy or indicated on the relevant pages of our Site. We will not use your data beyond what we disclose in this Privacy Policy.

The data we collect automatically is used for the following purposes:

1. Statistic;
2. Future development; and
3. User ease.

The data we collect when the user performs certain functions may be used for the following purposes:

1. Communication.

### **Who We Share Personal Data With**

#### Employees

We may disclose user data to any member of our organization who reasonably needs access to user data to achieve the purposes set out in this Privacy Policy.

#### Other Disclosures

We will not sell or share your data with other third parties, except in the following cases:

1. If the law requires it;
2. If it is required for any legal proceeding;

3. To prove or protect our legal rights; and
4. To buyers or potential buyers of this company in the event that we seek to sell the company.

If you follow hyperlinks from our Site to another Site, please note that we are not responsible for and have no control over their privacy policies and practices.

### **How Long We Store Personal Data**

User data will be stored until the purpose the data was collected for has been achieved.

You will be notified if your data is kept for longer than this period.

### **How We Protect Your Personal Data**

In order to protect your security, we use the strongest available browser encryption and store all of our data on servers in secure facilities. All data is only accessible to our employees. Our employees are bound by strict confidentiality agreements and a breach of this agreement would result in the employee's termination.

While we take all reasonable precautions to ensure that user data is secure and that users are protected, there always remains the risk of harm. The Internet as a whole can be insecure at times and therefore we are unable to guarantee the security of user data beyond what is reasonably practical.

### **Your Rights as a User**

Under the GDPR, you have the following rights:

1. Right to be informed;
2. Right of access;
3. Right to rectification;
4. Right to erasure;
5. Right to restrict processing;
6. Right to data portability; and

## 7. Right to object.

### **Children**

We do not knowingly collect or use personal data from children under 16 years of age. If we learn that we have collected personal data from a child under 16 years of age, the personal data will be deleted as soon as possible. If a child under 16 years of age has provided us with personal data their parent or guardian may contact our data protection officer.

### **How to Access, Modify, Delete, or Challenge the Data Collected**

If you would like to know if we have collected your personal data, how we have used your personal data, if we have disclosed your personal data and to who we disclosed your personal data, if you would like your data to be deleted or modified in any way, or if you would like to exercise any of your other rights under the GDPR, please contact our data protection officer here:

Fernando Llavona

fernando@musicafresh.com

(787) 598-4934

CIM Bldg 100 Carr 165, Torre 1 Suite 708 Guaynabo, Puerto Rico

### **Do Not Track Notice**

Do Not Track ("DNT") is a privacy preference that you can set in certain web browsers. We do not track the users of our Site over time and across third party websites and therefore do not respond to browser-initiated DNT signals.

### **Additional Clauses**

#### Content

The Service contains a variety of: (i) materials and other items relating to Música Fresh LLC, and its products and services, and similar items from our licensors and other third parties, including all layout, information, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material (including source and object code); (ii) trademarks, trade dress, logos, trade names, service marks, and/or trade identities of various parties, including those of Música Fresh LLC (collectively, "Trademarks"); and (iii) other forms

of intellectual property (all of the foregoing but excluding Music Content (defined below), collectively, “Content”).

### Ownership

The Service (including past, present, and future versions) and the Content are owned or controlled by Música Fresh LLC, our licensors and/or certain other third parties. All right, title, and interest in and to the Content available via the Service is the property of Música Fresh LLC or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent, and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. Música Fresh LLC owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

### Limited License to Content

Subject to your strict compliance with these Terms (including payment of a subscription fee) (defined below) and any Additional Terms, excluding Music Content (defined below), Música Fresh LLC grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to: (i) download (temporary storage only), display, view, use, play, and/or print one copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a “Device”) for your personal, non-commercial use only. The foregoing limited license: (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Música Fresh LLC’s sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content, subject to certain Additional Terms.

### Rights to Music Content

The Service contains a cloud-based technology platform (the “Platform”) that enables users (“Licensors”) of the Service to license to other users of the Service (“Licensees”), for agreed-upon compensation, certain sound recordings (each individually, a “Master” and collectively, the “Masters”) and underlying musical compositions embodied therein (each individually, a “Composition” and collectively, the “Compositions”) for the purpose of possible embodiment (“Sample”, “Sampling”) in other derivative master recordings (each, a “Derivative Master”) and underlying derivative musical compositions (each, a “Derivative Composition”). Masters, Compositions, Derivative Masters, and Derivative Compositions shall be collectively referred to

hereunder as “Music Content”. Notwithstanding anything to the contrary contained herein, where applicable, one (1) or more separate agreement(s) between Licensors, on the one hand, and Licensees, on the other hand (each, an “Outside Agreement”), shall control the licensing of any Music Content licensed by Licensors to Licensees on the Service. For the avoidance of doubt, Música Fresh LLC does not grant any licenses or other rights to any users of the Service with respect to Music Content other than as specifically set forth hereunder, and any and all further rights shall be governed by the terms of Outside Agreement(s), if any.

#### Rights Granted to Música Fresh LLC by Licensors.

For good and valuable consideration, Licensors grant to Música Fresh LLC a license, for so long as Licensors choose to host the applicable Music Content (subject to the terms of any Outside Agreement[s]), to:

Host, reproduce, distribute, make available for download and/or perform (publicly or otherwise) all Masters and Compositions on the Platform, including full-length versions of sound recordings (“Clips”) that can be used for promotional purposes as authorized herein and, if necessary, reproducing Your Content in new Physical Product;

Publicly perform, publicly display, communicate to the public, and otherwise make available Your Content, and Clips, by means of digital audio transmissions (on an interactive or non interactive basis) through the Website, a Licensee website, or via a Música Fresh LLC Widget you or any person authorized by you may place on any website, to identify the availability of Your Content for license, sale or distribution and to promote Your Content, on a through-to-the-listener basis, without the payment of any fees or royalties to (i) the songwriters, composers, or music publishers owning any rights in and to Your Content; (ii) any performing artist(s) (including non-featured vocalists and musicians) on Your Content; (iii) any other person involved in the creation of or owning any portion of Your Content, including, but not limited to a record label, and (iv) any agents for any of the foregoing, including, without limitation, performing rights organizations (“PROs”) and unions or guilds, whether U.S.- based (such as ASCAP, BMI, SESAC, SoundExchange, AFTRA and AFM) or foreign (e.g., PRS for Music, PPL, CMRRA, CSI, GEMA, etc.);

Distribute Your Content in accordance with any applicable Addendum;

Place or embed Your Content in magazines, web sites, Música Fresh LLC’ advertisements, and any and all other media, whether now known or hereafter developed, but specifically excluding television and movies, to promote the Música Fresh LLC’ Service;

Use and distribute Copyright Management Information as embodied in a Digital Master of Your Content;

Use Your Content and metadata as may be reasonably necessary or desirable for us to exercise

our rights under this Agreement;

Reproduce, distribute, and publicly perform and communicate to the public Your Content (including Clips) as part of a downloaded program that may include multiple sound recordings and other content, commonly known as a “podcast;” and

Authorize our Licensees to perform any one or more of the activities specified above or in an applicable Addendum;

Grant to Licensees, subject to the terms of any Outside Agreement, the exclusive or non-exclusive right, privilege and license to download, copy, reproduce, Sample and otherwise edit, alter, couple, synchronize and/or otherwise embody the Masters (together with the applicable underlying including the Composition(s) embodied therein) into Derivative Masters and Derivative Compositions, subject to and in accordance with these Terms;

Broadcast, stream and/or perform (publicly or otherwise) the Masters and/or Compositions in any and all media in connection with the advertisement and promotion of the Masters, Compositions and/or the Platform;

Use, publish and display Licensor’s name, approved image, approved likeness and approved biographical materials (provided that any materials or information provided by Licensors are deemed approved) in any and all media in connection with the advertisement and promotion of the Masters, Compositions and/or the Platform; and

License any of the rights granted to Música Fresh LLC hereunder to third parties as reasonably necessary to perform its obligations hereunder or to otherwise effectuate the purpose of these Terms.

The rights granted pursuant to this Section 1 with respect to each Master (and the applicable corresponding underlying Composition) shall be non-exclusive to Música Fresh LLC, subject to the terms of any Outside Agreement(s). For the avoidance of doubt, it is hereby acknowledged and agreed that the terms of any Outside Agreement(s) may continue for a duration longer than the rights granted to Música Fresh LLC hereunder.

Licensor hereby represents and warrants: (1) there are and there shall be no liens, encumbrances or other charges against the Master(s) and/or the Composition(s), including, without limitation, any Samples incorporated therein by Licensor and/or any third party engaged by Licensor; (2) no selections, materials, ideas, or other properties furnished by Licensor and embodied or contained in the Master(s) or the Composition(s), nor the exercise by Música Fresh LLC of any of its rights hereunder, will violate or infringe upon any law or statutory right of any third party; (3) Licensor has the full right, power and authority to agree to these Terms, grant the rights conveyed to Música Fresh LLC hereunder, and perform Licensor’s material terms and obligations hereunder; and (4) Licensor has not entered into and shall not enter into to any agreement with any third-party record company, distributor, music publisher, or any other person or entity that would

conflict, inhibit, restrict or impair the rights granted to Música Fresh LLC hereunder or the performance of Licensor's obligations under these Terms.

Licensee hereby represents and warrants that the use or other exploitation of Your Content, including, but not limited to, any musical works embodied in your sound recordings, by us and our Licensees as contemplated by this Agreement will not infringe or violate the rights of any third party, including, without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

Licensee hereby represents and warrants that no selections, materials, ideas, or other properties furnished by Licensee and embodied or contained in any Derivative Master(s) or Derivative Composition(s), nor the exercise by Música Fresh LLC of any of its rights hereunder, will violate or infringe upon any law or statutory right of any third party, including without limitation copyright, trademark right or right of publicity or privacy.

Licensee hereby represents and warrants to the extent you are the songwriter of any or all of the musical works embodied in Your Content, whether in whole or in part (e.g., as a co-writer), you have the full right, power, and authority to grant the rights set forth in this Agreement notwithstanding the provisions of any agreement you may have entered into with any PRO, whether based in the United States or elsewhere, or any music publisher, and that you are solely responsible for taking all steps necessary to inform such PRO or music publisher of your grant of a royalty free license to us and our Licensees for the public performance and communication to the public of Your Content, including as Clips, and that no fees or payments of any kind whatsoever shall be due to any PRO or music publisher for the use of the musical works in Your Content when publicly performed, communicated or otherwise transmitted by Música Fresh LLC or its Licensees.

Licensee hereby represents and warrants you have not assigned any of the rights in an to the sound recordings embodied in Your Content to any third party (e.g., a record label) that obtained exclusive rights in and to such sound recordings.

Licensee hereby represents and warrants that if it is ever determined that you have acted contrary to any other agreements you have in place, you shall cause any and all of your respective PRO (Performing Rights Organizations), CMOs (Collective Management Organization), publishing administrators, agents, Entities, their parent company and subsidiaries, or their respective employees, officers, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns, as applicable, to license to Música Fresh LLC and/or Música Fresh LLC' publishing administrators, agents, Música Fresh LLC' parent company and subsidiaries, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns the rights in any of the Composition pursuant to the terms and conditions of this agreement. Licensee shall issue or shall cause the necessary above parties in this

paragraph) to issue a non-exclusive, worldwide, and perpetual royalty-free licenses for use of the Composition in connection with any Master(s), Composition(s), Derivative Master(s) and/or Derivative Composition(s) hereunder, including, without limitation, any unauthorized commercial exploitation thereof.

Licensor and Licensee hereby forever release and covenant not to sue Música Fresh LLC and/or any of the Música Fresh LLC Parties from any and all claims arising out of or in connection with any act or omission of any third party in connection with any Master(s), Composition(s), Derivative Master(s) and/or Derivative Composition(s) hereunder, including, without limitation, any unauthorized commercial exploitation thereof.

YOU UNDERSTAND AND AGREE THAT Música Fresh LLC IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN LICENSORS AND LICENSEE. YOU ACKNOWLEDGE THAT UNLESS EXPRESSLY SET FORTH ON THE SERVICE AS PART OF A SUBSCRIPTION OFFERING, Música Fresh LLC DOES NOT LICENSE MUSIC CONTENT DIRECTLY OR FUNCTION AS MUSIC LICENSING COMPANY. THE SERVICE MAY BE USED BY LICENSORS AND LICENSEES TO LICENSE OR OBTAIN A LICENSE TO MUSIC CONTENT FOR DEVELOPMENT OF DERIVATIVE COMPOSITIONS, BUT YOU AGREE THAT Música Fresh LLC HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY MUSIC CONTENT LICENSED THROUGH THE USE OF THE SERVICE, OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. Música Fresh LLC HAS NO CONTROL OVER THE CONDUCT OF LICENSORS, LICENSEES, AND OTHER USERS OF THE SITE AND SERVICE OR ANY MUSIC CONTENT, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW. Música Fresh LLC DOES NOT GUARANTEE THE MUSIC CONTENT MADE AVAILABLE ON THE SERVICE BY LICENSORS IS CLEAR FROM A RIGHTS USE PERSPECTIVE AND SUCH MUSIC CONTENT MAY INFRINGE THIRD PARTY RIGHTS. IT IS SOLELY A LICENSEE'S RESPONSIBILITY TO DETERMINE IF ANY MUSIC CONTENT WILL MEET THE LICENSEE'S NEEDS AND EXPECTATIONS. Música Fresh LLC WILL NOT PARTICIPATE IN DISPUTES BETWEEN LICENSORS AND LICENSEES. Música Fresh LLC SHALL NOT HAVE ANY LIABILITY ARISING FROM OR IN ANY WAY RELATED TO ANY TRANSACTIONS OR RELATIONSHIP BETWEEN LICENSORS AND LICENSEES.

### **Modifications**

This Privacy Policy may be amended from time to time in order to maintain compliance with the law and to reflect any changes to our data collection process. When we amend this Privacy



Policy we will update the "Effective Date" at the top of this Privacy Policy. We recommend that our users periodically review our Privacy Policy to ensure that they are notified of any updates. If necessary, we may notify users by email of changes to this Privacy Policy.

### **Complaints**

If you have any complaints about how we process your personal data, please contact us through the contact methods listed in the *Contact Information* section so that we can, where possible, resolve the issue. If you feel we have not addressed your concern in a satisfactory manner you may contact a supervisory authority. You also have the right to directly make a complaint to a supervisory authority. You can lodge a complaint with a supervisory authority by contacting the Fernando Llavona.

### **Contact Information**

If you have any questions, concerns or complaints, you can contact our data protection officer, Fernando Llavona, at:

fernando@musicafresh.com

(787) 598-4934

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