

ARIA MUSIC INC. – TERMS AND CONDITIONS

Effective Date: July 8, 2024

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These Aria Music Inc. (“Aria”, “we”, “us”, and/or “our”) Terms and Conditions govern the sale, access to, and use of the Services provided by Aria Music Inc. The Aria Music Inc. platform (the “Platform”) enables Users with registered Accounts to upload, stream, and share music, as well as participate in revenue-sharing opportunities.

Acceptance of the Terms and Conditions

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY BEFORE YOU START TO USE THE PLATFORM – THEY ARE IMPORTANT AND AFFECT YOUR LEGAL RIGHTS.

BY ACCESSING OR USING ANY CONTENT, INFORMATION, SERVICES, FEATURES OR RESOURCES AVAILABLE OR ENABLED VIA THE PLATFORM AND OFFERED BY COMPANY THROUGH THE PLATFORM YOU REPRESENT THAT: (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH COMPANY AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS AND CONDITIONS PERSONALLY OR ON BEHALF OF COMPANY YOU HAVE NAMED AS THE USER, AND TO BIND THAT COMPANY TO THESE TERMS.

YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS AND CONDITIONS, AND OUR PRIVACY POLICY, INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT WANT TO AGREE TO THESE TERMS AND CONDITIONS, OR THE PRIVACY POLICY YOU MUST NOT ACCESS OR USE THE PLATFORM.

1. User Accounts

You may not use our Service in any way that is fraudulent, illegal or expressly prohibited by these Terms. By using our Service, you affirm that (a) you are 18 years of age or over, or you are 13 years or older (“a Minor”) and have express permission from your parent or guardian to use our Service, (b) you reside in a country where the our Service is offered, and (c) any registration and account information that you submit to Aria is true, accurate and complete, and you agree to keep it that way at all times. If you are a parent or legal guardian of a Minor, you hereby agree to bind the Minor to these Terms and to fully indemnify and hold harmless Aria if the Minor breaches any of these Terms. If you do not agree to such actions, you may cancel your subscription as set forth in Section 3.5 (Cancellation) of these Terms. If you are not at least 13 years old, you may not use our Service at any time or in any manner.

Our Service requires you to register and create an account. You agree to be fully responsible for all use of your account and for any actions that take place using your account. Your username and password are for your personal use only and should be kept confidential. You agree that you are responsible for all use (including any unauthorized use) of your username and password. Our Service also allows you to create a public user profile (“Profile”), including a public-facing Profile name. If Aria provides or you select a Profile name or similar identifier for your account, Aria

may change it if we believe it is appropriate or necessary (for example, if it infringes someone's intellectual property or impersonates another user). You may not select a Profile name or identifier that (a) misleads or deceives others as to your personal identity; (b) clearly consists of the name of a company, group, product or brand that you don't have permission to use; or (c) violates our Content Guidelines (as described below).

You may create an Aria account on behalf of an organization, entity, brand or company (each, a "Company", and each such account a "Company Account"). If you create a Company Account, you represent and warrant that you have full right and authority to grant all rights, permissions and licenses set forth in these Terms, and to bind the Company to these Terms. While using our Service, including but not limited to by creating a Profile, uploading Content, and generating playlists or Live Sessions (as defined below), a Company may not take any action that implies a connection, association, sponsorship, endorsement or commercial relationship between Company and any person, including any artist, unless Company has independently obtained permission to imply such a relationship. If a Company has a commercial association with an Aria artist or customer, it agrees to comply with all applicable laws while using the Aria Service, including, where applicable, by clearly and conspicuously disclosing any such relationship.

With respect to Accounts which have more than one User, the person in control of the Account is deemed to be the person whose email address is associated with the Account, unless there is payee information associated with the Account, in which case the payee is deemed to be the person in control of the Account. Material changes to Accounts may only be made at the request of the person deemed to be in control of the Account. Material changes include changes to the email address associated with the Account or changes to payee information. You understand and agree that the person deemed to be in control of any such Account will have full access to and control over all information associated with the Account, including all information collected on such Account. For more information about information we collect, please see our Privacy Policy.

Aria has Content Guidelines that govern how you may use and interact with our Service, as well as rules and restrictions around any content you may upload to Aria. You agree to abide by our Content Guidelines and not to use our Service or any content on our Service in violation of these Terms or the Content Guidelines.

Upon notice, Aria reserves the right to suspend or terminate your account or otherwise prohibit your use of our Service, without responsibility or liability to you, if, in our reasonable discretion, we believe that you have taken any actions that we believe breach these Terms or the Agreement, including the Content Guidelines.

2. Service Limitations and Modifications

We may add or remove, suspend, stop, delete, discontinue, change, or impose conditions on our Service or any feature or aspect of our Service (including but not limited to Aria content, particular features, subscription plans, and promotional offers), at any time, in our sole discretion. We will take reasonable steps to notify you of any such changes by email or by providing notice on Aria's website or via in-app notification.

Our Service may also experience temporary interruptions due to technical difficulties, maintenance or testing, or updates, including those required to reflect changes in relevant laws and regulatory requirements.

Aria has no liability to you, nor any obligation to provide a refund to you, in connection with any service outage or failure caused by the actions of any third party, or by events beyond Aria's control.

From time-to-time, we may also offer functionality or services which are in development through our Service ("Beta Features"). We use Beta Features to experiment with and test new feature ideas. Accordingly, you may find that Beta Features operate differently from the rest of our Service, including by undergoing regular changes, or even being discontinued completely without notice.

3. Payment and Billing Terms for Aria

3.1 Subscriptions

Aria offers various subscription options, some of which are free ("Free Subscription") and others that charge a fee ("Paid Subscription") (collectively, "Subscriptions"). Some Subscriptions may start with a free or discounted trial period ("Trial Period"), which will automatically renew upon expiration of the Trial Period at the full subscription price specified during sign up unless you cancel your Subscription before the expiration of the Trial Period as set forth in Section 4(e) (Cancellation). You are only permitted one (1) Trial Period. Any attempt to use or redeem more than one (1) Trial Period shall be considered a material breach of these Terms, entitling Aria to suspend or cancel your Subscription. Aria may from time to time make changes to Paid Subscription fees and will provide you with advance notice before the end of the billing period in which the change is made. If you do not accept the change to your Paid Subscription, you will be entitled to cancel your Subscription. By continuing to use the Aria Service after the price change takes effect, you will have accepted the new price.

3.2 Third-Party Subscriptions

An Aria Subscription may be provided to you by a third-party provider, such as through a promotional offer or package bundled together with other services (each a "Third Party Subscription"). The terms for any Third-Party Subscription may differ from the payment and other terms set out in this Agreement. You are solely responsible for reviewing any terms and conditions governing your use of the Aria Service provided through a Third-Party Subscription. Payment for a Third-Party Subscription will be taken from you by the applicable third-party provider unless the terms of the Third Party Subscription state otherwise. Should you wish to cancel or terminate your Third-Party Subscription or obtain any further information with respect to payment methods, billing cycles, automatic renewals, or refunds, you must contact your third-party provider.

3.3 Payment Methods

To sign up for a Paid Subscription (including if preceded by a Trial Period), you must provide a current, valid, accepted method of payment, which may change from time to time ("Payment Method"). Paid Subscription purchases may be subject to additional terms, conditions, and fees (including but not limited to foreign transaction fees) imposed by your payment provider and/or mobile carrier, as applicable ("Third Party Fees"). By providing a Payment Method in connection with any Paid Subscription, you hereby authorize Aria to charge the periodic cost of your applicable

subscription, and you agree to be responsible for any applicable Third-Party Fees. Should charges for which you are responsible fail at the time payment is required, we are entitled to cancel your Subscription. You represent and warrant that all information you provide in connection with the purchase of a Paid Subscription is true, accurate, and complete.

3.4 Automatic Renewal

In order to provide continuous service, you agree that Aria will automatically renew a Subscription at the end of the applicable Subscription term unless you cancel your Subscription at the end of the then-current Subscription period. Such renewal will be billed at the non-discounted rate for the applicable Subscription tier. You also agree that the amount billed may be different if your original Subscription was purchased using a promotional/trial offer and you authorize Aria to charge your Payment Method for such varying amounts as indicated at the time of sign-up. Your Subscription will remain in effect and continue to renew automatically until it is canceled in accordance with the instructions in Section 4(e) (Cancellation) of these Terms.

3.5 Cancellation

If you signed up for your Subscription directly through Aria, you may cancel your Subscription by visiting your account settings, going to the section called “Subscription” and clicking on “Cancel subscription.” The cancellation will take effect the day after the last day of your applicable subscription period. To cancel a Third-Party Subscription, contact your third-party provider.

3.6 Remedies for Non-Payment.

In addition to any other remedies available to Aria, in the event that You fail to pay any Fees when due: (a) Aria will have the right to immediately suspend or block its Services until full payment of such amounts is received; and (b) You shall pay a late charge equal to the lesser of 1.5% per month (pro-rated if necessary) or the maximum amount permitted under applicable law, on any past due balance, and such charge shall accrue beginning on the day after such amount is due.

3.7 Refund Policy

Aria has no obligation to refund any fees paid to us, including any advance charge(s) or payment(s) for any subscription term for the Aria Service, unless otherwise required by law or the terms of this Agreement.

3.8 Fees and Payments – Terms for Users

Users may purchase products and/or services from an Artist through the Site, including, without limitation, purchases of Content including Digital Content, Merchandise, and Artist Subscriptions.

All inquiries regarding Merchandise Transactions will be directed to the relevant Artist. Aria is not responsible for refunds for Merchandise, except as provided in this Agreement.

All sales of Digital Content are final (except where prohibited by law), unless otherwise determined by Aria. If you do not receive the Digital Content or otherwise have an issue with the Digital Content delivered, please contact Aria with your request and proof of payment, and we will notify the relevant Artist and work with them to resolve your

issue. At Aria's sole discretion, you may be credited or refunded for the Digital Content. However, you understand and agree that Aria is a platform that Artists use to sell their products, and the Digital Content is derived from files provided by the relevant Artist, and the relevant Artist is solely responsible for such files.

Your total price for each Transaction will include the price of the product plus any applicable tax. If a Transaction is subject to any type of sales tax, value added tax, goods and services tax, or similar indirect tax (collectively, "Sales Tax"), then you agree that we may charge you for those Sales Taxes and that you will pay all the fees and Sales Taxes you incur as applicable.

If you purchase an Artist Subscription, your payment for such Artist Subscription will automatically renew at the end of the applicable subscription period unless you cancel your Artist Subscription before the end of the current subscription period. The cancellation will take effect the day after the last day of the current subscription period.

Content you purchase in a Transaction cannot be guaranteed to be available to you perpetually. For example, if we receive a notification of claimed infringement from a copyright owner or its agent with respect to specific Content, then we may be required by law to remove that Content from the Service and not make it available for future sale and we may also have to deny continued access to anyone who previously purchased such Content. This means that you may lose access to purchased Content previously available to you through the Service.

If we are required by law to deny access through the Service to previously purchased Content, including by removing access to Content from a user's personal collection through any mobile application, then Aria will not provide the user who purchased that Content with a refund, except as required by applicable law. Users bear all risk from the denial of access to any Content purchased through the Service.

Because there is a possibility that we may be required to deny you access to previously purchased Content, we encourage you to promptly download any Content you purchase through the Site to your own devices so that you will retain control and possession of such Content even if we are required to remove the Content from the Service or the Artist chooses to remove that content from the Service.

You warrant that if you enter into a Transaction, then you shall be able to make full and immediate payment for the requested products or services.

3.9 Fees and Payments – Terms for Artists

Artists may sell products and/or services to fans through the Site, including, without limitation, purchases of Content including Digital Content, Merchandise, and Artist Subscriptions. You will set the prices for your products and services that are charged through Transactions (the "Prices") through the Site, and you may change the Prices at your sole discretion. Notwithstanding the preceding sentence, Aria may redistribute previously purchased copies of your products to users who have, in Aria's sole determination, received a corrupted copy of your product, an incorrect file format version of your product, an incomplete copy of your product, or suffered a loss of your product through hard drive failure, damage, theft or destruction, on a no-fee basis to the user (i.e., the user is not charged a new fee for the redistribution). Such redistribution may be effectuated by allowing a user to redownload a replacement copy themselves. A user that has a user account ("User Account") will also be permitted to redownload any previously

purchased Content from an Artist. In the event of any of the foregoing redistributions, no additional payments shall be made to you for such redistributions.

In order to participate in certain types of Transactions, you may be required to open an account with a designated third-party payment processor, such as PayPal or Stripe, and you agree to be bound by the terms and conditions of such third-party payment processor for purposes of participating in the specified types of Transactions. In order to monetize your products and services, you, as applicable, (i) designate us as your agent for the sole and exclusive purpose of processing Transactions on your behalf; and (ii) authorize us and/or our designated third-party payment processor to collect payments for Transactions on your behalf.

Aria shall be entitled to a share of the revenue received from Transactions (the "Revenue Share"), which shall be calculated as twenty (20%) of your gross revenue from Transactions, not including any Transactions for which you or we provide a refund. You shall be solely responsible and liable for, and Aria shall have no responsibility or liability for, any Stripe fees (except for fees charged on Aria's Stripe account), PayPal fees (except for fees charged on Aria's PayPal account), credit card transaction fees (together, "Fees"), bad debts (such as credit card returns or fraud), disputed payments, and refunds, except as provided in this Agreement.

In certain jurisdictions, tax regulations may require that we collect and/or report information about you, your payments, and/or withhold taxes from payouts to you. Aria will report any information to the relevant tax authority and you as required by law. Aria may withhold any taxes, duties, charges or levies on payments to you as required by law. Aria shall remit any such withheld taxes, duties, charges or levies to the appropriate tax authority. Under this Agreement, you are required to provide Aria with any information necessary for Aria to fulfill its tax information reporting and tax withholding obligations as required.

When you receive a payment for a Transaction, you may be liable to Aria or the applicable third-party payment processor for the full Transaction amount, plus any Fees if the payment is later invalidated for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the payment sent by the sender, plus the applicable Fees if there is a chargeback, a dispute, or if there is a reversal of the payment. You agree to allow Aria to recover any amounts due to Aria by debiting your account or by instructing our third-party payment processors to direct such amounts to us. If there are insufficient funds to cover your liability, you agree to reimburse Aria through other means.

Aria retains the right, but does not have the obligation, to immediately halt the offering or sale of any goods or services, prevent or restrict access to the Site or the Services, or take any other action in case of technical problems, objectionable material, inaccurate listings, or actions otherwise prohibited by the procedures and guidelines contained on the Site, or for any other reason in the sole and absolute discretion of Aria, and to correct any inaccurate listing or technical problems on the Site. Aria may immediately halt the offering or sale of any goods or services upon receipt of notifications of claimed infringement, upon acquiring knowledge of actual infringement, or becoming aware of facts or circumstances from which infringing material is apparent with respect to any goods or services.

We require that any Artist who is defined as a “trader” under UK or EU laws, identifies as such. If you fail to identify as a trader when you should do, you may be subject to penalties under the local laws of the country of the consumer you are selling to. Identifying as a trader will require you to provide us with certain information in order to verify your identity and will also require us to publish certain information about you to all consumers: including your name, address, email address, and phone number. If we refuse or suspend you from operating on our website (e.g. because we do not think you have provided us with all the information we need to set you up as a trader), you have a right to complain to us by submitting an email to support@ariamusic.co. Your email will then be reviewed by our in-house counsel and we will aim to reply to you within 8 weeks.

4. Third-Party Services.

The Aria Service may utilize or interact with certain third party applications, websites, platforms, devices and services (“Third Party Applications”). Your use of these Third Party Applications may be subject to their own respective terms of use and/or privacy policies. You understand and agree that Aria is not responsible or liable for the functionality, features, privacy or content of any Third Party Application and does not make any representations regarding the functionality, features, content or accuracy of materials on any Third Party Application. Aria does not guarantee that Third Party Applications will be compatible with the Aria Service.

If you have downloaded Aria from the Apple Inc. ("Apple") App Store or if you are using the App on an iOS device, you acknowledge and agree that these Terms are between you and Aria only, not with Apple, and Apple is not responsible for the Aria Service and Aria Content. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to our Service. In the event of any failure of our Service to conform to any applicable warranty, you may notify Apple and Apple will refund the applicable purchase price for the App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to our Service. Apple is not responsible for addressing any claims by you or any third party relating to our Service or your possession or use of our Service, including: (1) product liability claims; (2) any claim that our Service fails to conform to any applicable legal or regulatory requirement; (3) claims arising under consumer protection or similar legislation; and (4) claims with respect to intellectual property infringement. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that our Service or your possession and use of the App infringe that third party's intellectual property rights. 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. You agree to comply with any applicable third-party terms, when using our Service. Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and upon your acceptance 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 of these Terms.

5. Data Transmission.

We are not responsible for any compromise of data or data security caused by transmission across non-Aria computer networks (including the internet and blockchain).

6. Rights to Aria Service and Content

You agree that the Service contains Content specifically provided by Aria or its partners and that such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Service.

Aria grants each user of the Site and/or Service a worldwide, non-exclusive, non-sublicensable and non-transferable license to use, modify and reproduce the Content, solely for personal, non-commercial use. Use, reproduction, modification, distribution or storage of any Content for other than personal, non-commercial use is expressly prohibited without prior written permission from Company, or from the copyright holder identified in such Content's copyright notice. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.

6.1 Intellectual Property Rights – Artists.

The Service provides Artists with the ability to upload Digital Content owned or controlled by such Artists to the Site, including but not limited to sound recordings (“Sound Recordings”), videos synchronized with Sound Recordings and other audiovisual works (collectively, “Music Videos”), and the musical works embodied within Sound Recordings and Music Videos (“Musical Works” and, collectively with Sound Recordings and Music Videos, the Artist’s “Music”). Company will not have any ownership rights in any elements of an Artist’s Music, however, Company needs the following license to perform the Service. Each Artist uploading Music to the Service grants Company and its authorized sublicensees and distributors, if any, the worldwide, non-exclusive, royalty-free, right and license to: (i) reproduce, distribute, publicly perform (including on a through-to-the-audience basis and by means of a digital audio transmission), publicly display, create derivative works of, communicate to the public, synchronize and otherwise exploit (collectively, “Exploit”) (1) the Artist’s Music and perform the Service on the Artist’s behalf (e.g., reproduce, transcode, copy and store the Artist’s Music on computer servers owned and/or operated by or on behalf of Company or its authorized sublicensees and distributors, and publicly perform, transmit, synchronize, stream, distribute, and playback the Artist’s Music) using any technologies or methodologies now known or hereafter developed, and (2) Exploit all associated copyrightable works or metadata, including, without limitation, song lyrics and musical notations, album cover artwork, photographs, graphics, and descriptive text (“Artworks”) in connection with the Service); (ii) allow users of the Service to receive public performances and public displays of the Artist’s Music and Artworks and to reproduce the Artist’s Music and Artworks on any and all devices owned or controlled by the user for non-commercial purposes and receive performances and displays of same; and (iii) reproduce, use, and publish, and to permit others to reproduce, use and publish, the name(s), trademarks, likenesses, and personal and biographical materials of the Artist, in connection with the provision of the Service.

To enable Company to Exploit your Music pursuant to the above provisions, you hereby grant to Company the worldwide, non-exclusive, royalty-free, sublicensable, and transferable right to use, distribute, reproduce, copy, and display your trademarks, service marks, slogans, logos or similar proprietary rights (collectively, the “Trademarks”)

solely in connection with the Service or in the marketing, promotion or advertising of the service, including in all forms of marketing, promotion, and advertising materials now known or hereafter created.

By uploading any Music or Artworks to the Site:

- you represent and warrant, and can demonstrate to Company's full satisfaction upon request, that (i) you own or otherwise control all rights to your Music and Artworks (or that such Music and Artworks are in the public domain or have otherwise been directly licensed to the Artist in writing with a grant of rights sufficient to permit the Artist to enter into this Agreement and to grant all of the rights with respect to the Artist's Music or Artworks as set forth in this Agreement (hereinafter "Direct Licensed"); (ii) you have full authority to act on behalf of any and all owners of any right, title or interest in and to any Music you upload to the Service and to the Artworks; (iii) you have permission to use the name and likeness of each identifiable individual person whose name or likeness is contained or used within the Music and/or Artworks, and to use such individual's identifying or personal information (to the extent such information is used or contained in the Music and/or Artworks) as contemplated by these Terms of Use, and (iv) you are authorized to grant all of the aforementioned rights to the Music and/or Artworks to Company and all users of the Service.
- you represent and warrant that the use or other exploitation of your Music and/or Artworks by Company and its authorized sublicensees and distributors and/or by users of the Site 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.
- you represent and warrant that, to the extent you are the songwriter of any or all of the Musical Works embodied in your Sound Recordings or Music Videos, 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 performing rights organization ("PRO"), whether based in the United States (e.g., ASCAP, BMI or SESAC) 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 Company for the public performances and communications to the public of your Musical Works, and that no fees or payments of any kind whatsoever shall be due to any PRO or music publisher for the public performance or communication to the public of your Musical Works.
- you represent and warrant that no fees of any kind shall be due to any third party, including, but not limited to, any union, guild, non-featured vocalist or musician, engineer or producer, for the use or re-use of your Music as authorized under this Agreement.

If any agreement you have entered into with any third party, including, but not limited to a PRO, music publisher, union or guild, whether by law or contract, prohibits you from granting company the right and license set forth in this Agreement and making the representations and warranties set forth in the four paragraphs immediately above, then you are prohibited from uploading your music to the Service and shall be

responsible for indemnifying and holding company harmless from and against any and all claims arising from the exploitation of your music on the Service, including all court costs and legal fees.

6.2 Intellectual Property Rights - Users.

The Service provides users with the ability to add, create, upload, submit, distribute or post (“Submitting” or “Submission”) content, videos (including Music Videos), audio clips (including Music), written forum comments, data, text, photographs, software, scripts, graphics, or other information to the Site (collectively, the “User Submissions”). By Submitting User Submissions on the Site or otherwise through the Service, you:

- acknowledge that by Submitting any User Submission to the Site, you are publishing that User Submission, and that you may be identified publicly by your User ID in association with any such User Submission;
- by Submitting any User Submissions through the Site or the Service, you hereby grant Company a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, reproduce, distribute, prepare derivative works of, publicly display, publicly perform (including on a through-to-the-audience basis and by means of a digital audio transmission), communicate to the public, synchronize and otherwise fully exploit the User Submissions in connection with the Site, the Service and Company’s (and its successors and assigns’) business, including without limitation for promoting and redistributing part or all of the Site (and derivative works thereof) or the Service in any media formats and through any media channels (including, without limitation, third party websites), whether now known or hereafter developed. You also hereby do and shall grant each user of the Site and/or the Service a non-exclusive license to access your User Submissions through the Site and the Service, and to use, edit, modify, reproduce (on any and all devices owned or controlled by the user), distribute, prepare derivative works of, display and perform such User Submissions solely for personal, non-commercial use. For clarity, the foregoing license grant to Company does not affect your other ownership or license rights in your User Submission(s), including the right to grant additional licenses to the material in your User Submission(s), unless otherwise agreed in writing;
- represent and warrant, and can demonstrate to Company’s full satisfaction upon request that you (i) own or otherwise control all rights to all content in your User Submissions, or that the content in such User Submissions is in the public domain or Direct Licensed, (ii) you have full authority to act on behalf of any and all owners of any right, title or interest in and to any content in your User Submissions to use such content as contemplated by these Terms of Use and to grant the license rights set forth above, (iii) you have the permission to use the name and likeness of each identifiable individual person and to use such individual’s identifying or personal information as contemplated by these Terms of Use; and (iv) you are authorized to grant all of the aforementioned rights to the User Submissions to Company and all users of the Service;
- you agree to pay all royalties and other amounts owed to any person or entity, including any PROs, due to your Submission of any User Submissions to the Service;

- that the use or other exploitation of such User Submissions by Company and use or other exploitation by users of the Site and Service 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; and
- understand that Company shall have the right to delete, edit, modify, reformat, excerpt, or translate any materials, content or information Submitted by you; and that all information publicly posted or privately transmitted through the Site is the sole responsibility of the person from which such content originated and that Company will not be liable for any errors or omissions in any content; and that Company cannot guarantee the identity of any other users with whom you may interact in the course of using the Service.

Company does not endorse and has no control over any User Submission. Company cannot guarantee the authenticity of any data which users may provide about themselves. You acknowledge that all Content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

6.3 Linking to the Aria Platform

You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Aria Platform for noncommercial purposes, provided that such link does not portray Aria or any of our services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time.

You may link to our Aria Platform, provided You do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

7. MONITORING AND ENFORCEMENT; TERMINATION

We have the right to:

- Remove or refuse to post any User Submissions for any or no reason in our sole discretion.
- Take any action with respect to any User Submission that we deem necessary or appropriate in our sole discretion, including if we believe that such User Submission violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.

- Terminate or suspend your access to all or part of the Platform for any or no reason, including, without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Platform, and cannot ensure prompt removal of objectionable material after it has been posted.

Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

8. CONTENT STANDARDS

These content standards apply to any and all User Submissions. User Submissions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Submissions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

9. INFRINGING CONTENT

- Aria respects the Intellectual Property Rights of others and expects Users of the Services to do the same. In accordance with the Digital Millennium Copyright Act (“DMCA”), Aria will respond to notices of claimed copyright infringement that are properly provided to our designated copyright agent (“Copyright Agent”), whose contact information is listed below. Aria reserves the right to remove or disable access to any content on our Services claimed to be infringing, at any time at our sole discretion, without notice or liability. In appropriate circumstances, Aria will also terminate Users and account holders who are repeat infringers. If You believe that content on our Services has been used in a way that constitutes copyright infringement, please provide our Copyright Agent with a written notice containing all of the following information (“DMCA Notice”):
 - A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - Identification of the copyrighted work claimed to have been infringed;
 - Identification of the content that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit us to locate such content on our Services;
 - Information reasonably sufficient to permit us to contact You, such as an address, telephone number, and, if available, an email address;
 - a statement that You have a good faith belief that use of the content in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - a statement that the information in Your notice is accurate and, under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If You are the provider of content that was removed (or to which access was disabled) and You believe that such content is not infringing, or that the use of such content is authorized by the copyright owner, the copyright owner’s agent, or the law, You may provide our Copyright Agent with a written counter-notice containing all of the following information (“Counter-Notice”):

- Your physical or electronic signature;
- identification of the content that was removed or to which access was disabled, and the location at which such content appeared on our Services before it was removed or access to it was disabled;
- a statement under penalty of perjury that You have a good faith belief that the content was removed or disabled as a result of mistake or misidentification of the content; and

- Your name, address, and telephone number, and 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 Your address is outside the United States, the judicial district for which Aria is located or in some cases of applicable law the U.S. Southern District of California, and that You will accept service of process from the person who provided the notice of claimed infringement or an agent of such person.

Aria's Copyright Agent designated to receive DMCA Notices and Counter-Notices may be contacted as follows:

- By postal mail: 838 Walker Road, Suite 21-2, Dover, DE 19904
- By email: DMCA@ariamusic.co

You acknowledge that Your DMCA Notice or Counter-Notice may not be valid if it is not addressed to Aria's Copyright Agent or it does not provide substantially all of the information specified above. To help Aria receive Your DMCA Notice or Counter-Notice in a timely manner, please send it by email if possible. If You provide Aria with a DMCA Notice, You agree that Aria may send a copy of it (including Your name and contact information) to the provider of the disputed content. Please note that the procedure described above in this section is intended to comply with Aria's rights and obligations under the DMCA, including 17 U.S.C. § 512(c), but does not constitute legal advice.

Under federal law, if You knowingly misrepresent that online material is infringing, You may be subject to criminal liability for perjury and civil penalties, including monetary damages, court costs, and attorneys' fees. If You are not sure whether You are (or are authorized to act on behalf of) the owner of an exclusive right in any disputed content, You may wish to consult an attorney about Your rights and obligations under the DMCA and any other applicable laws. While Aria cannot offer You legal advice, more information about the DMCA is available at the U.S. Copyright Office website.

10. Non-Disparagement.

You agree and covenant that You will not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning Aria, or its businesses, or any of its employees, officers, and existing and prospective clients, suppliers, investors, and other associated third parties.

10.1 Other Prohibited Conduct.

You agree to use our Platform only for lawful purposes. You shall not use the Aria Platform, either directly or indirectly, to:

- Submit any unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, hateful, or racially or ethnically objectionable Content.
- Submit any Content or take any other action which might reasonably be expected to harass, threaten, embarrass, or cause distress, unwanted attention or discomfort for another User or other user of our Aria Platform or any other person or entity.
- Submit, transmit, promote, link, or facilitate the distribution of Content that may reasonably be considered to be obscene, including but not limited to bestiality, urination/defecation, fisting, incest, extreme

sadomasochism or bondage presented in a sexual context, or any presentation of minors engaged in intimate physical contact, lascivious display of the genitals, or sexual situations, acted or depicted.

- Harass, stalk, abuse, or threaten any of the Users on or associated with the Aria Platform.
- Provide any of Your personal contact information to any User on or associated with our Aria Platform (and in the event that You do so, You agree that we have no liability for any results or events which occur because You did so).
- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- Transmit, or procure the sending of, any advertising or promotional, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- Impersonate or attempt to impersonate the Aria, an Aria employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Aria Platform, or which, as determined by us, may harm the Aria or Users of the Aria Platform, or expose them to liability.
- Submit (or cause to be posted or submitted) a chain letter or pyramid scheme.
- Submit (or cause to be posted or submitted) any unsolicited advertising, promotional materials, or other forms of solicitation to other Users, individuals or entities, or collect or harvest screen names of other Users, without permission.
- Submit (or cause to be posted or submitted) any communication or solicitation designed or intended to obtain a password of an Account or private or financial information from any User or other person.
- Spread or distribute any viruses, bugs of any type whatsoever.
- Create a new Account in order to access the Aria Platform after Your Account or access has been terminated by the Aria.
- Purchase any goods or services that You are prohibited from purchasing or possessing by any law applicable to You in Your jurisdiction. The responsibility for ensuring compliance with all such laws shall be the User's alone. By submitting a Reservation, You represent and warrant that You have the legal right to purchase such goods or services.
- Upload, post, email, or otherwise transmit private conversations between two people in any public forum on Aria Platform without the expressed written consent of the people who are involved in said private conversation.
- Post, directly or indirectly, any personally identifying information about another member without their consent. Personally identifying information can include, but is not limited to, a person's full name, first name, last name, email address, profession, phone number, address and place of work.
- Use Aria Platform to do any academic or corporate research without the expressed written consent of Aria.
- Use Aria Platforms for any fraudulent purposes.

- Collect or store personally identifying information about any other User(s) for commercial purposes without the expressed consent of those User(s) or for any unlawful purposes.

Additionally, You agree not to:

- Use the Aria Platform in any manner that could disable, overburden, damage, or impair the Platform or interfere with any other party's use of the Aria Platform, including their ability to engage in real time activities through the Aria Platform.
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of the Aria Platform that You are not authorized to access.
- Use any robot, spider, or other automatic device, process, or means to access the Aria Platform for any purpose, including monitoring or copying any of the material on the Aria Platform.
- Use any manual process to monitor or copy any of the material on the Aria Platform, or for any other purpose not expressly authorized in these Terms and Conditions, without our prior written consent.
- Use or attempt to use another User's Account without authorization from such User and Aria.
- Reverse engineer any aspect of the Aria Platform or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Aria content, area or code of the Aria Platform.
- Use any device, software, or routine that interferes with the proper working of the Aria Platform.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Engage in any harassing, threatening, intimidating, predatory or stalking conduct.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Aria Platform, the server on which the Aria Platform is stored, or any server, computer, or database connected to the Aria Platform.
- Attack the Aria Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Aria Platform.

We have and enforce a repeat infringer policy. We will terminate the Accounts of any User who is determined to be a repeat infringer.

11. TERMS AND TERMINATION

11.1 Term.

This Agreement is valid for the Term, unless terminated earlier in accordance with this Agreement.

11.2 Termination by You.

You may terminate this Agreement for a material breach of Aria that remains uncured ninety (90) days after You provide Aria with written notice thereof.

11.3 Suspension and/or Termination by Aria.

Aria has the right to, immediately and without notice, suspend or terminate access to the Platform or any portions thereof, including any Account or access rights of You or any of Your Users, if Aria deems in its sole discretion that (a) timely payment of the Fees (as defined below) has not been received by Aria, (b) You or Your Users have materially breached any provision of the Agreement, (c) doing so is required for compliance with applicable laws, rules, regulations, or third party agreements (e.g., where the provision of the System or any component thereof is, or becomes, unlawful), or (d) doing so is necessary for the protection of Aria, its customers, Users, employees, agents, business partners, service providers, business, or any other third parties. You agree that all such terminations or suspensions of Reservations or other rights granted herein, including cancellation of accounts, and/or revocations or invalidations of Reservations under this Section 11.3, shall be made in Aria's sole discretion and that Aria shall not be liable to You or any third party for any such termination, suspension, revocation, or invalidation. For the avoidance of doubt, any breach by You or any of Your Users of any of Your representations or warranties set forth in this Agreement shall be deemed a material breach.

11.4 Effect of Termination.

Upon termination of this Agreement: (a) Your Account will terminate immediately and all rights and licenses granted herein that are not perpetual shall immediately terminate; and (b) You will cease using and offering use of the Platform immediately.

11.5 Termination Continued.

If your registration, Account with or ability to access the Platform is discontinued by Aria due to your violation of any portion of these Terms, then you agree that you shall not attempt to re-register with or access the Platform through use of a different member name or otherwise, without written consent from Aria, and you acknowledge that you will not be entitled to receive a refund for fees related to those services to which your access has been terminated. In the event that you violate the immediately preceding sentence, Aria reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

Active users may not allow former users or other agents whose Accounts have been terminated to use their Accounts. Any delinquent or unpaid accounts with unresolved issues with us must be fully paid or otherwise resolved before you may re-register with our Platform. Users using multiple accounts without prior express written permission from us shall have their Accounts terminated. Even after your right to use the Platform is terminated, these Terms will remain enforceable against you.

You may terminate your Account any time by selecting "Terminate Account" in your Account settings or contacting our customer support at Support@ariamusic.co. You agree to be personally liable for any and all charges incurred by your Account, username, and password until terminated as provided herein. Upon our processing of your request to terminate your Account, you will no longer have access to the non-public areas of the Platform.

You accept that when you cancel your Account you will be automatically locked out of the Platform, and will no longer be able to access your Account, including any and all User Submissions (see Terms of Use). You also agree

and accept that upon termination of your Account, we have no obligation to maintain or store any content, mail or other materials connected to or in your Account and that such information may be irretrievable.

When you terminate your Account or if your Account is suspended for violating any of the provisions of these Terms or other policies, you agree that any remaining or unused Subscription will be forfeited and no refunds will be issued for any remaining or unused Subscription. Further, if your deactivated Account is reinstated at a later date, you agree that any remaining or unused Subscription you have remaining at the time of your Account deactivation will not be reinstated with your Account.

12. REPRESENTATIONS, WARRANTIES, AND DISCLAIMER

12.1 Representations and Warranties by Users.

You represent and warrant on behalf of Yourself and Your Users that:

- (a) You have full power and authority to enter into and perform this Agreement;
- (b) You will not violate any provision of these Terms.
- (c) Your use of the Platform shall comply with all applicable laws, rules, and regulations;
- (d) You will not submit any false or misleading Content or data to the Platform; including without limitation by doing or permitting any of the following:

Attempting to provoke a false positive by bad input, or

Using Aria or the Platform or any portion thereof, in connection with the undertaking of a counterfeiting scheme (e.g., indicated by unusually high rates of Unidentified results) or unauthorized distribution scheme.

For the avoidance of doubt, a breach of this Section 12.1 shall be deemed a material breach.

12.2 Disclaimer.

THE PLATFORM AND SERVICES PROVIDED HEREIN ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. TO THE GREATEST EXTENT ALLOWED BY LAW, ARIA DISCLAIMS ALL WARRANTIES NOT EXPRESSLY PROVIDED FOR HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE IN TRADE.

13. OTHER THIRD-PARTY LINKS

Certain content, advertisements, recommendations, information, products, and services available via our Platform and Platform may include materials from or links to third-party websites or services, which are not controlled or owned by us. Third-party links on this Platform may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating their content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials, websites, or sites, or for any other materials, products, or services of third parties. We have no control over and assume no responsibility for the content, privacy policies, or

practices of any third-party website, sites, or services. We do not warrant the offerings of any third-party providers or their sites.

You acknowledge and agree that we shall not be liable, whether directly or indirectly, for any harm, loss, or damages caused or alleged to be caused by or in connection with your use or reliance on such content, goods, resources, transactions, or services available on or through any third-party websites. We strongly advise you to review carefully any third-party's policies, terms, conditions, and practices before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products or services should be directed to the third-party.

14. PERSONAL INFORMATION AND COLLECTION OF LOCATION

Your submission of personal information through the Platform is governed by our Privacy Policy. Please review our Privacy Policy at for more detailed information.

The Platform accesses and uses your device location information for our analysis of geographic dispersion of our Platform based on the area where your device is located. In addition, this Platform collects and uses your name, address, email address, phone number, IP Address, cookie data, device information (such as OS, browser user agent string). It is your responsibility to keep your device and access to the Platform secure. If you access the Platform from locations outside the United States, you do so on your own initiative and are responsible for the consequences and for compliance with all applicable laws.

You agree to receive pre-programmed notifications (location alerts) on your device if you have turned on locational services on your mobile telephone or other handheld devices (as the case may be).

15. ERRORS, INACCURACIES, AND OMISSIONS

Occasionally there may be information on our Platform that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, promotions, offers, charges, and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel User Accounts if any information on the Platform or on any related Platform is inaccurate at any time without prior notice. We undertake no obligation to update, amend or clarify information on the Platform or on any related Platform, including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Platform or on any related Platform, should be taken to indicate that all information on the Platform or on any related Platform has been modified or updated.

16. RELIANCE ON INFORMATION POSTED

The information presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

The Platform may include content provided by third parties, including materials provided by other users, third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these

materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible or liable to you or any third party for the content or accuracy of any materials provided by any third parties.

17. INDEMNIFICATION.

17.1 Your Indemnification.

You, at Your own expense, will indemnify, defend and hold harmless Aria, its Affiliates and their respective directors, officers, employees, representatives and agents (collectively, the “Aria Indemnitees”) from and against any Claim, including but not limited to any losses arising therefrom, brought by any third party against any Aria Indemnitee to the extent that such Claim is based on, or arises out of: (a) the conduct of Your business; (b) any Feedback that You provide; (c) any breach or purported breach of Your obligations, representations and/or warranties under this Agreement or any contract with any provider of Third-Party Services under which You are bound; or (d) the fraud, gross negligence or willful misconduct of You, Authorized Users or Your employees or subcontractors.

17.2 Indemnification Procedures.

Your obligations (the “Indemnitor”) under this Agreement to defend, indemnify and hold harmless the Aria and its Affiliates, and their respective directors, officers, employees, representatives and agents (each, an “Indemnitee”) shall be subject to the following: (a) the Indemnitee shall provide the Indemnitor with prompt notice of the claim giving rise to such obligation; provided, however, that any failure or delay in giving such notice shall only relieve the Indemnitor of its obligation to defend, indemnify and hold the Indemnitee harmless to the extent it reasonably demonstrates that its defense or settlement of the claim or suit was adversely affected thereby; (b) the Indemnitor shall have sole control of the defense and of all negotiations for settlement of such claim or suit; provided, however, that the Indemnitor shall not settle any claim unless such settlement completely and forever releases the Indemnitee from all liability with respect to such claim or unless the Indemnitee consents to such settlement in writing (which consent shall not be unreasonably withheld); and (c) the Indemnitee shall cooperate with the Indemnitor in the defense or settlement of any such claim or suit; provided, however, that the Indemnitee shall be reimbursed for all reasonable out-of-pocket expenses incurred in providing any cooperation requested by the Indemnitor. Subject to clause (b) above, the Indemnitee may participate in the defense of any claim or suit in which the Indemnitee is involved at its own expense.

18. PLATFORM INFORMATION.

We collect information and data related to performance of the Platform, including response times, image processing times, usage statistics, and activity logs (collectively, “Performance Data”). Performance Data does not include any personally identifiable information or Licensee-specific output resulting from the use of the Platform (“Licensee Output”), but may include aggregated or de-identified information derived from Licensee Output that would not be reasonably expected to identify Licensee or one of its Users. Performance Data is used to contribute to analytical models used by Aria, to provide our services, and to operate and improve the System and is Aria’s property.

19. GENERAL PROVISIONS

19.1 Assignment.

You may not assign this Agreement without Aria's prior written consent. Any attempted assignment in violation of the foregoing will be null and void. The terms of this Agreement will be binding upon the Parties and their respective successors and permitted assigns. Aria may freely assign this Agreement.

19.2 Entire Agreement; Amendment.

This Agreement, along with any mutually agreed upon amendments and addenda, (a) is the Parties' entire understanding regarding its subject matter, and (b) supersedes all other oral or written agreements of the Parties as to such subject matter. We may update this Agreement by modifying this web page, and will (x) indicate the date of any such updates above and (y) email You at the email address then on file to notify You of such update. You will be deemed to have accepted such modifications if You continue to access the Platform or do not provide a termination notice within fifteen (15) days' of release of the updated Agreement. In the event You provide such a notice, Aria shall have the option, in its sole discretion, of reverting the terms to the previously accepted version of the Agreement (as applicable to You only), in which case Your termination notice would be void. Any terms and conditions in or referenced by an invoice, purchase order or other such document issued pursuant to this Agreement, other than the Reservation, will have no force or effect.

19.3 Feedback.

You hereby grant Aria an unrestricted, perpetual, irrevocable, royalty-free, worldwide right and license to use all feedback, suggestions, improvements, and recommendations You or Your Users provide regarding the Platform ("Feedback"), and You acknowledge that Aria may use the Feedback in its sole discretion without any notice or other obligation to You. Company expects You to maintain a high level of integrity with respect to Feedback posted through the Platform, and You agree: (i) to base any rating or review You post only on Your first-hand experience with the applicable Service; (ii) You will not provide a rating or review for any product or Service with respect to which You have a competitive, ownership or other economic interest, employment relationship or other affiliation; (iii) You will not submit a rating or review in exchange for payment or other benefits from any individual or entity; and (iv) Your review will comply with these Terms. If we determine, in our sole discretion, that any rating or review could diminish the integrity of the ratings and reviews, we may exclude such Feedback without notice.

19.4 Notices.

A communication intended to have legal effect under this Agreement (a "notice") must be written and delivered to (a) us at the address set forth at 838 Walker Road, Suite 21-2, Dover, DE 19904, as may be amended from time to time, or (b) You at the email address identified on the Reservation and will be effective on receipt or when delivery is refused. Operational communications, including changing a Party's notice address, may be delivered via email. You are responsible for keeping Your contact information up to date.

19.5 Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated or otherwise identified as “confidential” (collectively, “Confidential Information”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

19.6 Data Security and Privacy.

Aria shall use commercially reasonable efforts to maintain a data security program that includes physical, technical, and managerial procedures that are up-to-date and generally accepted in Aria’s industry that are designed to prevent unauthorized use or disclosure of Your data stored in the Services. Aria will have the right to suspend Your access to the Services on an emergency basis: (a) in the event that Aria detects any actual or apparent theft, unauthorized access or use of the Services, or other malicious activity by You or any third party; and/or (b) to maintain data integrity within the Services. The parties shall each comply with all applicable privacy laws and regulations relating to the protection of personal data. You hereby consent to Aria’s use of any personal information that You provide to the Aria Platform: (i) for the purpose of providing the Services to You; (ii) to conduct sales and marketing to You; and (iii) in any additional manner described in the [Aria Privacy Policy](#) governing the Services. Please refer to the Aria Privacy Policy for information about how we collect, use and share personal information about You.

19.7 Independent Contractors.

Aria and Licensee are independent contractors, and this Agreement does not create a joint venture, partnership, principal-agent or employment relationship between them. Neither Party will have, or represent to a third party that it has, the authority to act for or bind the other Party.

19.8 No Third Party Beneficiaries.

This Agreement is solely for the benefit of the Parties hereto.

19.9 Attribution.

Aria may identify Licensee as a client on its webpage and in standard marketing materials.

19.10 Severability.

In the event that any provision of these Terms is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, and any such determination shall not affect the validity and enforceability of any other remaining provisions.

19.11 Force Majeure.

Neither Party will be liable for a failure to fulfill its obligations (excluding payment obligations) due to causes beyond its reasonable control, including acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or war, pandemics, and epidemics, that cannot be mitigated through the exercise of due care.

19.12 Governing Law and Venue.

This Agreement, including its formation, will be governed by and interpreted according to the laws of the State of Florida without regard to its conflicts of laws provisions that would require a different result. Each Party agrees that any and all causes of action between the Parties arising from or in relation to this Agreement shall be brought exclusively in the state and federal courts located in Miami-Dade County, Florida.

19.13 Disclaimers.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, AND EACH PARTY HEREBY DISCLAIMS THE SAME. ARIA DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR DOCUMENTATION WILL MEET YOUR NEEDS OR REQUIREMENTS, THAT ANY CONTENT GENERATED BY THE SERVICES WILL BE ACCURATE, COMPLETE OR RELIABLE, THAT USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, OR THAT ANY DEFECTS IN THE SERVICES OR DOCUMENTATION WILL BE CORRECTED. WHILE ARIA ATTEMPTS TO MAKE YOUR

ACCESS TO AND USE OF THE SERVICES SAFE, ARIA CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ARIA CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD ARIA RESPONSIBLE FOR ANY BREACH OF SECURITY.

YOUR USE OF THE ARIA PLATFORM AND SERVICES IS AT YOUR OWN RISK. THE ARIA PLATFORM, ITS CONTENT, AND ANY SERVICES OBTAINED THROUGH THE ARIA PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE ARIA NOR ANY PERSON ASSOCIATED WITH THE ARIA MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE ARIA PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER THE ARIA NOR ANYONE ASSOCIATED WITH THE ARIA REPRESENTS OR WARRANTS THAT THE ARIA PLATFORM, ITS CONTENT, OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE ARIA PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE ARIA PLATFORM OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE ARIA PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

IF YOU RELY ON ANY DATA OR INFORMATION OBTAINED THROUGH OUR ARIA PLATFORM OR SERVICE YOU DO SO AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS FROM YOUR USE OF SUCH DATA OR INFORMATION.

19.14 Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER ARIA, NOR ITS AFFILIATES OR LICENSORS SHALL BE LIABLE, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUES OR DAMAGES FOR LOSS OF USE OR LOSS OF DATA. IN NO EVENT SHALL THE TOTAL LIABILITY OF ARIA, ITS AFFILIATES OR ITS LICENSORS UNDER THIS AGREEMENT EXCEED THE GREATER OF: (A) US\$100; OR (B) TOTAL FEES PAID OR PAYABLE TO ARIA HEREUNDER THE RELEVANT ORDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

ARIA WILL NOT BE LIABLE, WITHOUT LIMITATION, FOR ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM (A) DATA BEING "BRUTEFORCED", (B) SERVER FAILURE OR DATA LOSS, (C) FORGOTTEN PASSWORDS, (D) CORRUPTED FILES, (E) INCORRECTLY CONSTRUCTED

TRANSACTIONS OR MISTYPED ADDRESSES, OR (F) "PHISHING", VIRUSES, THIRD-PARTY ATTACKS OR ANY OTHER UNAUTHORIZED THIRD-PARTY ACTIVITIES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU, ON BEHALF OF YOUR HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL AND PERSONAL REPRESENTATIVES, HEREBY RELEASE, WAIVE, ACQUIT AND FOREVER DISCHARGE THE ARIA PARTIES FROM AND AGAINST, AND COVENANT NOT TO SUE ARIA FOR, ALL CLAIMS YOU HAVE OR MAY HAVE ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE 1542, WHICH STATES "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE AMOUNT THAT ARIA ARE LIABLE TO YOU EXCEED THE LESSER OF (A) THE TOTAL AMOUNT ACTUALLY PAID TO ARIA BY YOU DURING THE SIX-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY, (B) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE OR REGULATION UNDER WHICH SUCH CLAIM ARISES, OR (C) ONE HUNDRED DOLLARS (\$100).

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ARIA AND YOU.

ARIA ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER CONTRIBUTIONS OR PERSONALIZATION SETTINGS.

THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT AFFECT LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER THE APPLICABLE LAW/JURISDICTION.

19.15 BINDING ARBITRATION.

NOTICE: PLEASE READ THIS SECTION OF THESE RULES CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHTS TO TRY CLAIMS IN COURT BEFORE A JUDGE OR JURY AND THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE CLAIM OR ACTION.

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Platform (collectively, "**Disputes**") will be settled by final and binding arbitration between you and Company. This Arbitration Agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). Notwithstanding anything else contained herein, each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and Company are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and Company otherwise agree in writing, the

arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Arbitration Agreement" section will be deemed void. Except as provided in the preceding sentence, this "Arbitration Agreement" section will survive any termination of these Terms.

Arbitration Rules and Governing Law. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Commercial Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement.

The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

The arbitration shall be heard by one Arbitrator selected in accordance with the AAA Rules. The Arbitrator shall be a licensed attorney or retired judge with experience in the law underlying the dispute.

Arbitration Process. If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include (1) the name and address of the party seeking arbitration, (2) a statement of the legal and factual basis of the claim, and (3) a description of the remedy sought.

Arbitration Location and Procedure. The arbitration shall take place in Miami-Dade County, Florida. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Company submit to the Arbitrator, unless you request a hearing, or the Arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The Arbitrator's decision will include the essential findings and conclusions upon which the Arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The Arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law.

Fees. The party initiating the arbitration must bear the costs and fees related thereto.

Severability and Survival. This Arbitration Agreement is the full and complete agreement relating to the formal resolution of disputes covered by this Arbitration Agreement. In the event any portion of this Arbitration Agreement is deemed unenforceable, the remainder of this Arbitration Agreement will be enforceable. Therefore, terms of this Arbitration Agreement shall be severed, to the smallest extent possible, if required to uphold the enforceability of this Arbitration Agreement. The Arbitration Agreement is a contractual agreement to mutually arbitrate claims.

19.16 Limitation on Time to File Claims.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE PLATFORM, OR THE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

19.17 Geographic Restrictions.

Company is based in the United States. We make no claims that the Platform or any of its content is accessible or appropriate outside of the United States. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

19.18 Electronic Communications.

The communications between You and Aria use electronic means, whether You visit the Aria Platform or send Aria e-mails, or whether Aria posts notices on the Aria Platform or communicates with You via e-mail. For contractual purposes, You (1) consent to receive communications from Aria in an electronic form; and (2) agree that all terms, agreements, notices, disclosures, and other communications and documents that Aria provides to You electronically will have the same legal effect that such communications or documents would have if they were set forth in "writing." The foregoing sentence does not affect Your statutory rights.

19.19 Waiver.

No waiver by Aria of any term or condition set out in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Aria to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect. These Terms and Conditions and all the documents incorporated herein (such as our [Privacy Policy](#)) constitute the sole and entire agreement between You and Aria regarding the Platform and Your Reservation, receipt and use of Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platform. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You without the prior written consent of Aria. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

19.20 Headings and Interpretation.

Headings are for reference only and do not affect the Parties' obligations. As used herein, "may" means "has the right, but not the obligation, to"; "includes" and its variations means "includes, but is not limited to"; and "days" means calendar days, provided that obligations that would be due on a weekend or holiday will be due on the next business day following such weekend or holidays.

19.21 Changes to these Terms.

We may update our Terms from time to time. If we make material changes to these Terms we will notify You by posting the new Terms on this page. We will let You know via email and/or a prominent notice on our Aria Platform, prior to the change becoming effective and update the "Last Modified" date at the top of these Terms. You are responsible for ensuring we have an up-to-date active and deliverable email address for You, and for periodically visiting our Aria Platform and these Terms to check for any changes. You are advised to review these Terms frequently for any changes. Changes to these Terms are effective when they are posted on this page.

19.22 Promotional Communications From Us.

We may from time to time send promotional or marketing communications to you if you have registered with us. If you receive any such communication, you will be given the opportunity to unsubscribe from future communications by following the instructions you receive from us. If you otherwise have any issues concerning any communication you receive from us, please contact us by using the email address indicated in the Contact Information section of these Terms.

Some of our trusted partners may communicate with a registered user to present special offers. However, we do not allow spam, illegal or misleading communications relating to our Platform. Please contact us by using the email address indicated in the Contact Us section of these Terms. If you receive any such spam or misleading communication in any way related to our Platform. If we become aware of any such communication, we will take appropriate disciplinary or corrective action. our disciplinary or corrective action may include termination of services, expulsion from our Platform, forfeiture of payments, and others.

Contact Us

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Complaints section of these Terms in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Aria Platform or these Terms should be directed to:

Info@ariamusic.co

Support@ariamusic.co