

TERMS OF USE

Terms of Use last updated October 29, 2020

The following terms of use (“Terms”) applies to your use of Cutureexclusive.com/CuturexMegatainment/Cu’ture Xclusive, LLC and any other websites, mobile applications, social media platforms and/or channels that are owned, operated and/or controlled by Cu’ture Xclusive, LLC and/or each of our affiliates, licensees, agents and assigns (“Company”, “we,” “us” or “CutureMegatainment”) including social media channels belonging to any User (as defined below), where the User has authenticated or otherwise delegated control to us, including through sharing login information, using Facebook Connect and/or other authentication login methods now known or hereafter devised (collectively, the “Website”). The Terms form a legal agreement (“Agreement”) between you and Cu’ture Xclusive LLC (“Company”, “we,” or “us”). By using the Website, you (sometimes referred to individually as “User” or collectively as “Users”) acknowledge that you have read, understood, and agree to be bound by these Terms, and to comply with all applicable laws and regulations. BY ACCESSING OR USING THE WEBSITE, YOU AGREE TO THESE TERMS; IF YOU DO NOT AGREE, DO NOT USE THE WEBSITE.

All rights not expressly granted to Users in these Terms are hereby reserved by Company.

Additionally, by clicking the “accept” button following these Terms you also agree to be bound by all Terms applicable to the distribution services, as amended from time to time.

Amendments and Modifications

Company reserves the right to amend, modify or update these Terms at any time with or without notice to Users, and may also add new features or functionality to, or change or remove existing features or functionality from, the Website that will be subject to the Terms. In the event we modify these Terms, we shall post an updated version of such terms on the platform. It is the User’s obligation to check for any changes made to these Terms. Notwithstanding the foregoing, in the event any changes to these Terms shall materially change your rights, Company will use reasonable efforts to notify Users of such changes via e-mail, provided that failure to provide e-mail notification shall not be deemed a breach of this Agreement. It shall also be User’s responsibility to keep an updated e-mail address on file on your account. Any User who continues to use the Website after any changes are made will be deemed to have agreed to those changes. Your acceptance of these terms will create a binding and legally enforceable contract between you and Company.

Binding Arbitration

These Terms provide that all disputes between a User and Company will be resolved by BINDING ARBITRATION. ACCORDINGLY, USER AGREES TO GIVE UP USER’S RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend rights under these Terms (except for matters that may be taken to small claims court). User’s rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and User’s claims cannot be brought as a class action.

Artist Submission / User Account Information (Artist Tool)

In order for Company to consider working with User as an artist, comedian, minor league athlete, and/or influencer, Users will need to provide certain information about themselves (as prompted by the Website) (“User Account Information”). All Users agree to provide true, accurate and current User Account Information. Users grant a non-exclusive, worldwide, royalty-free license to Company to use such User Account Information solely for the purposes of determining whether User is the right fit for Company, supplying the services provided by the Website, including disclosing such User Account Information to third parties as necessary (for example, disclosing limited User Account Information to verify its accuracy). As prompted, User will be asked to submit its social media handles or addresses including, without limitation, YouTube, Facebook, Instagram, Twitter, Snapchat, LinkedIn, SoundCloud, Pandora, Spotify, and Vevo. User acknowledges and agrees to provide User’s correct information (including without limitation social media access, handles and links) and samples of work that are solely owned or controlled by User. Additionally, User acknowledges and agrees that Company receives many submissions, some of which may be similar, or may be similar to content being independently developed by Company and Company is free to work with artists, comedians, minor league athletes, and/or influencers with similar submissions or proceed with developing its own content without any obligation to User.

Distribution Fees & Royalties (Distribution Services Only)

Company offers two (2) types of subscriptions: **“80/20”** and **“EXCLUSIVE”**.

80/20 Subscription

Regarding Users who subscribe to Company’s 80/20 subscription service (“80/20 Users”), in consideration for the services in connection with the distribution of User Content, Company shall be entitled to retain twenty percent (20%) of all gross royalties, payments or other earnings received by or on your behalf by Company in connection with the digital exposure of the User Content (“Distribution Fee”). For the purpose of this agreement, “digital exposure” for 80/20 Users shall initially mean the exploitation of the User content solely on the following any digital service providers, such as Apple, Spotify, SoundCloud and YouTube (specific digital service providers are subject to change in Company’s sole discretion). For the purpose of clarity, if Company exploited User content of 80/20 Users on additional digital service providers other than Apple, Spotify, SoundCloud and YouTube prior to July 9, 2020, such User content will remain on those digital service providers.

For the avoidance of any doubt, there shall be no Distribution Fee applicable unless User elects to distribute music and/or comedy content utilizing the distribution component of the Website. 80/20 Users may submit a maximum of one (1) musical and/or comedic release per calendar month (i.e. a one-time public release of an unlimited amount of Masters) (“80/20 User Maximum”).

If Company exploits the User Content in any way that generates revenue, 80/20 Users shall be entitled to retain one-hundred percent (100%) of all royalties, payments and other earnings actually received by or on your behalf by Company in connection with the User Content, less only the Distribution Fee, any tax, master use or synchronization license fees (“Sync Fees”), other fees or other third-party charge related solely to the exploitation of the User Content (collectively “Royalties”).

As of July 9, 2020, unless otherwise determined by Company in its sole discretion, 80/20 Users shall not have the right to submit their “Masters” to Third Party Opportunities (i.e. “exclusive” Company opportunities) provided that Company shall apply the Distribution Fee with respect to Submitted Content (as defined below) to any 80/20 User who submitted music to Third Party Opportunities prior to July 9, 2020.

EXCLUSIVE Subscription

To become an EXCLUSIVE User, Users must pay the subscription fee (“Subscription Fee”) equivalent to US \$89.99 per year to Company (paid in full at the time of payment) using Apple In-App Payments for iOS App users, Stripe for Android users, or Stripe for Company Website users. Company shall not provide a refund once the Subscription Fee is paid. If a User pays the Subscription Fee, such User shall have access to EXCLUSIVE User functionality on all of User’s applicable devices (i.e. there will not be an incremental fee for each device used by User).

If a User pays the Subscription Fee, the EXCLUSIVE User subscription shall continue for a period of one (1) year from the date of payment (“EXCLUSIVE Term”). The EXCLUSIVE Term shall automatically renew on an annual basis unless an EXCLUSIVE User notifies Company prior to expiration of such annual “EXCLUSIVE” Term that they wish to “cancel” their “EXCLUSIVE subscription,” either by using Apple Subscriptions for iOS Users or using the in-app cancellation function for Stripe Users. If an “EXCLUSIVE User” elects to “cancel” their “EXCLUSIVE subscription,” such User will remain an “EXCLUSIVE User” until the annual EXCLUSIVE Term expires, after which time the User will become a 80/20 User. If an “EXCLUSIVE User” wishes to terminate their relationship with Company entirely, such User shall comply with the Termination Notice provision set forth below.

If Company cannot charge your payment method for any reason (such as expiration or insufficient funds), and you have not cancelled the EXCLUSIVE subscription, you remain responsible for any uncollected amounts, and we will attempt to charge the payment method as you may update your payment method information. This may result in a change to the start of your next EXCLUSIVE Term and may change the date on which you are billed for each period. We reserve the right to cancel your EXCLUSIVE subscription if we are unable to successfully charge your payment method to renew your subscription. Company may offer a free trial for an “EXCLUSIVE subscriptions” prior to charging your payment method. If you decide to unsubscribe from an “EXCLUSIVE subscription” before we start charging your payment method, cancel the subscription at least 24 hours before the free trial ends.

For the purpose of clarity, an “EXCLUSIVE User subscription” applies on a “per artist” basis, meaning that if an “EXCLUSIVE User” subscribes to Company’s platform on behalf of more than one artist, each artist must pay the Subscription Fee to be considered an EXCLUSIVE User.

Company shall distribute EXCLUSIVE User Content in all digital service providers that Company utilizes for music/comedic distribution as of July 9, 2020, and such list of digital service providers is subject to change in Company’s sole discretion.

EXCLUSIVE Users may submit an unlimited amount of music releases to Company for distribution, as compared to the 80/20 User Maximum.

Company shall distribute EXCLUSIVE User Content on applicable digital service providers within ten (10) days from the date on which EXCLUSIVE User submits such User Content to Company.

If an EXCLUSIVE User becomes a 80/20 User as set forth herein, the Distribution Fee shall convert to a 80/20 User Distribution Fee for all music distributed by Company at such time and all other rights applicable to 80/20Users shall apply.

Third Party Opportunities for Users

From time to time, before or during the Distribution Term, Company may enter into one or more agreements with third parties (each, a "Third Party") pursuant to which Company shall deliver certain ORIGINALS/MASTERS for possible use in endorsement, performance, brand integration, social posting, and any other Third Party opportunities (each, a "Third Party Opportunity") and such Third Parties, as applicable, shall use such Masters in promotional and commercial uses (each, a "Third Party Agreement"). In connection with one or more Third Party Opportunities, Company may select some or all of the EXCLUSIVE User Content and/or 80/20 User Content to be submitted to be delivered, in Company's sole discretion (which discretion may be withheld for any reason), to one or more such Third Parties pursuant to the applicable Third Party Agreement(s) (each such item of User Content that Company selects to be submitted shall hereinafter be defined as "Submitted Content" whether or not such User Content is actually submitted, and any Submitted Content actually delivered under any Third Party Agreement[s] shall hereinafter be referred to as "Delivered Content"). In any such event, the grant of rights as set forth herein shall be automatically expanded to conform to the terms and conditions of each applicable Third Party Agreement pursuant to which the Submitted Content was submitted, relevant provisions of same shall be shared by Company upon User's request therefor. Further, in connection with any Submitted Content (and, for clarity, any Delivered Content), such rights shall automatically be deemed exclusive to Company at the time that User requests the applicable User Content be submitted for potential delivery to a Third Party, and User shall thereafter no longer have the right to grant any other third parties any rights in or to such User Content for so long as Company retains any rights in and to such User Content.

Notwithstanding anything contained in the Terms, in connection with any Delivered Content that is selected for use by the applicable Third Party in connection with a Third Party Opportunity (which such items of Delivered Content shall be hereinafter referred to as, "Selected Content"), solely as related to original music and/or comedic content submitted prior to July 9, 2020, and in consideration for Company's consideration of such User Content in connection with any Third Party Opportunity, Company shall be entitled to retain Thirty Percent (30%) of all gross royalties, payments or other earnings received by User or by Company on User's behalf in connection with any Selected Content, and the term "Distribution Fee" as used herein shall be amended accordingly in connection solely with such Submitted Content. Notwithstanding anything else to the contrary herein, to the extent the term "Distribution Fee" is amended as set forth in the immediately foregoing provision, such amendment shall be deemed effective as of the first day of the month in which such amendment is made. For example, the amended "Distribution Fee" for any User Content delivered pursuant to a Third Party Agreement as of February 13, 2019 shall apply to any revenues earned by such User Content from February 1, 2019.

Notwithstanding anything contained in the Terms, in connection with any Delivered Content that is selected for use by the applicable Third Party in connection with a Third Party Opportunity (which such items of Delivered Content shall be hereinafter referred to as, "Selected Content"), and in consideration for the services provided by Company in connection with any Third Party Opportunity, as applicable,

Company shall be entitled to retain an additional Ten Percent (10%) of all gross royalties, payments or other earnings received by User or by Company on User's behalf in connection with any Selected Content, and the term "Distribution Fee" as used herein shall be amended accordingly in connection solely with such Selected Content. In consideration for Company's licensing of Submitted Content, Company shall also be entitled to retain Fifty Percent (50%) of all gross revenue, fees or other payments received by User or by Company on User's behalf in connection with any Selected Content (i.e. the fee paid to User by the Third Party licensee) related to Third Party Opportunities that are not "Exclusives" Third Party Opportunities (for the purpose of clarity, Exclusives Third Party Opportunities are located in the "Exclusives" section of User's Company account). Regarding "Exclusives" Third Party Opportunities, Company shall be entitled to retain a percentage of all gross revenue, fees or other payments received by User or by Company on User's behalf in connection with any Selected Content as Company determines in its sole discretion. Notwithstanding anything else to the contrary herein, to the extent the term "Distribution Fee" is amended as set forth in the immediately foregoing provision, such amendment shall be deemed effective as of the first day of the month in which such amendment is made. For example, the amended "Distribution Fee" for any User Content delivered pursuant to a Third Party Agreement as of February 13, 2019 shall apply to any revenues earned by such User Content from February 1, 2019.

Provided that User owns all rights in and to the applicable Masters embodied in Submitted Content, User hereby grants Company the non-exclusive right throughout the world during the Distribution Term (as defined herein):

to use, display and license the artwork, marketing materials, trade names, trademarks, service marks, logos and other intellectual property associated with the Masters embodied in the Submitted Content or other similar identifying material which has been submitted by you;

to permit the performance, reproduction, display, sale, copying, distribution, synchronization, public performance, encoding in any format, configuration and exploitation (e.g. as downloads, streams, on YouTube, etc.) of the User Content embodied in Submitted Content by any method now known or hereinafter invented; and

to collect (e.g. iTunes, SoundExchange, etc.), administer, and distribute royalties to, and on behalf of, you in connection with the User Content embodied in Submitted Content.

Accounting, Payments and Audits

Company will pay you any royalties and Company collected on your behalf within sixty (60) days after the end of each calendar month or sixty (60) days from the date on which Company receives or is credited with royalties in connection with the User Content, whichever is later. If you are owed less than fifty U.S. dollars (\$50), your royalties shall be carried forward onto the following accounting statement and paid to you once your Royalties reach fifty U.S. Dollars (\$50) or more. Company's accounting statements shall be based solely upon information provided by its licensees. No royalties shall be payable to you until payment has been actually received by Company or credited to its account. You shall be responsible for any bank fees or related charges for the payment of any royalties. You shall have a valid method of payment on file with Company. It is your responsibility to notify Company of any changes to your method of payment. In the event that you do not have a valid method of payment on file, Company may suspend payment to you until such time that a valid payment method has been submitted. Any object to any accounting statement or lawsuit arising therefrom must be made (and any lawsuit commenced) no later than one (1) year after the date the accounting statement is rendered. You

hereby waive any longer statute of limitations that may be permitted by law. Notwithstanding anything to the contrary contained herein, in the event that no royalties are due to you, Company shall have no obligations to provide a statement indicating that no payment is due.

Distribution Term; Termination and Removal

For 80/20 Users, the term of this Agreement shall commence upon first use of the Website, and automatically extend and continue for successive one (1) month periods unless and until you provide Company at least ninety (90) days' advance notice of your desire to terminate the Agreement (the "Termination Notice") at the end of the following thirty (30) day period, or unless Company sends you written notice of termination at any point ("Distribution Term"). Company shall continue to collect and pay you all Royalties earned by or credited to its licensees prior to the end of the Distribution Term.

The EXCLUSIVE Term shall automatically renew on an annual basis unless an EXCLUSIVE User notifies Company prior to expiration of such annual EXCLUSIVE Term that they wish to "cancel" their EXCLUSIVE subscription either by using Apple Subscriptions for iOS Users or using the in-app cancellation function for Stripe Users. If an EXCLUSIVE User elects to "cancel" their EXCLUSIVE subscription, such User will remain an EXCLUSIVE User until the annual EXCLUSIVE Term expires, after which time the User will become a 80/20 User unless and until you provide Company at least ninety (90) days' advance notice of your desire to terminate the Agreement.

COMPANY may suspend or terminate your account if Company believes in its sole and absolute discretion that you have violated the Terms, or you are believed to be infringing property rights of third parties and/or engaging in otherwise illegal and/or fraudulent activity. Company may terminate your account and access to the Service immediately at any time, with or without cause, with or without notice.

Upon termination, [i] Company will submit a request for removal of the User Content to the applicable third party platforms; [ii] Company shall use reasonable efforts to have all User Content be removed from third party platforms within thirty (30) days of termination, provided that you understand such removal is out of Company control and may or may not take longer, provided Company shall have no liability for the failure of a third party platform to remove the User Content; [iii] Company may retain any subscription fee paid by User to date, [iv] Company may delete any User Content otherwise in its possession and Company will have no liability to you or any third party for doing so; and [v] Company shall have no additional obligation to you with the exception of payment of any Royalties earned prior to the date in which the User Content has been removed.

Notwithstanding termination in accordance with this section, all provisions of these Terms which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

In connection with any Selected Content, the term of this Agreement shall automatically be extended upon termination by User for a term of six (6) months and otherwise such that the Distribution Term is coterminous with the term of the applicable Third Party Agreement(s) unless terminated prior to that date in Company's sole discretion, and shall automatically extend for one (1) month periods thereafter unless Company sends you written notice of termination at any point. User acknowledges and agrees that, pursuant to any Third Party Agreement(s), Company may agree to and permit the use of such

Selected Content by third parties beyond the term of the Agreement, as amended hereby (including without limitation in perpetuity).

Right of First Refusal

With Regard to Submitted Content: To the extent User desires enter into an agreement with a third party during the Distribution Term, or to the extent that User enters into an agreement with a third party at any time during the first six (6) months following termination of the Distribution Term, in connection with any Submitted Content whereby such third party would acquire the rights granted to Company hereunder, Company shall have the right of first offer and of first refusal in connection therewith. Accordingly, prior to entering into any such agreement with any third party, User shall provide notice of the same to Company in writing (the "ROFR Notice") and the ROFR Notice shall set forth all material information relating to the terms of any such proposed third party agreement (including but not limited to, economic and approval terms). The ROFR Notice shall constitute an irrevocable offer by Company to User to acquire the rights User proposes to grant to such third party (the "Right of First Refusal") on terms to be negotiated in good faith between User and Company. Company shall have thirty (30) days in which to deliver to User written notice of its election to exercise its Right of First Refusal. If Company fails to so reply within thirty (30) days then User may thereafter enter into any such third party agreement without any further obligation to Company in connection with such Submitted Content.

Malfunctions and Technical Support

Company takes all reasonable steps to ensure that the Website will function as intended. However, Company shall not be liable if at any time the Website malfunctions and/or causes any loss or damage to Users, or for any other loss or damage suffered as a result of any partial or total breakdown of, or inability to use, the Website. Company will try to promptly address (during normal business hours) all technical issues that arise in relation to the Website.

Responsibility

Each User will be responsible and liable for all User Account Information submitted on the Website. Company will not be held accountable if a User suffers any loss or damage as a result of the use of the Website.

Links to Other Websites

The Website may contain links to independent third-party websites such as YouTube, Facebook, Instagram, Twitter, Snapchat, LinkedIn, SoundCloud, Pandora, Spotify, and Vevo (collectively, "Linked Websites"). Company provides these Linked Websites solely for your convenience, and does not control or endorse any of them. Company cannot be responsible for the content, promotions, security, tracking policies or privacy policies of such Linked Websites.

User Representations

You represent and warrant that:

You are at least eighteen (18) years of age and have the unrestricted right and power to: [i] enter into this Agreement; [ii] use and license the User Content; [iii] grant Company the rights granted in this Agreement; and [iv] fulfill all of your obligations in this Agreement;

Company's use of the User Content or exercise of its rights under this Agreement will not infringe upon or violate: [i] any person's or entities' rights; [ii] any laws, statutes, rules or regulations; or [iii] any copyrights, trademarks, trade secrets, or other proprietary rights, intellectual property rights, or contracts;

no agreement of any kind previously entered into by you, or entered into by you after the date of this Agreement will: [i] interfere in any manner with the complete performance by you of this Agreement; or [ii] conflict or interfere with Company's exploitation of the User Content and the rights granted by you to Company;

you have no expectation of privacy or confidentiality with respect to the User Content; and

Company shall have the right to exploit the User Content in any manner hereunder free from adverse claim and without any obligation to make any payment of any nature to any person or entity other than the amounts payable to you hereunder.

Warranties and Liability

The Website and all content, functionality and features within it (the "Materials") are provided "as is" and without warranties or representations of any kind either expressed or implied. To the greatest extent permitted by law, Company disclaims and excludes all warranties, terms and representations that may otherwise be implied, including any warranties as to compatibility, satisfactory quality, express or implied warranty of merchantability and fitness for a particular purpose, or that content, information or functionality of the Website is accurate, error-free or uninterrupted, and/or does not infringe the rights of any third party. Company does not guarantee or promise any sales, streams, fans, any increases to the foregoing and/or any other form or level of success by using the Website.

With respect to all distribution services, Company shall use commercially reasonable efforts to ensure it receives proper accounting from its licensees. Notwithstanding anything in these Terms to the contrary, Company shall not be held liable or responsible for: [i] any failures of its licensees to timely or accurately report, account and make payment; [ii] any claim in connection with an accounting statement or payment that was issued or allegedly due from Company or a licensee more than twelve (12) months prior to the date Company receives written notice of the claim; and [iii] any payments, in connection with the User Content or these Terms, due to an individual or entity other than you.

COMPANY AND ANY THIRD PARTIES (INCLUDING COMPANY PARTNERS, AS DEFINED BELOW) MENTIONED ON THE WEBSITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER AND OF ANY CHARACTER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS OR REVENUE, LOST DATA, BUSINESS INTERRUPTION OR WORK STOPPAGE, DAMAGES FOR LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF SERVICE, DOWNTIME COSTS, LOSS OF USE [OF EQUIPMENT, FACILITIES, SERVICES, OR OTHERWISE] LOST PRODUCTION, OR LOST DATA, NO MATTER WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITE, CONTENT OR INFORMATION CONTAINED WITHIN THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USERS' SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE AND/OR LINKED WEBSITES IS TO STOP USING THE WEBSITE. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF COMPANY

TO USER WITH RESPECT TO USER'S USE OF THIS SITE IS \$500 (FIVE HUNDRED DOLLARS). YOU AGREE THAT THE FOREGOING LIMITATION IS A MATERIAL TERM AND THE BASIS OF COMPANY'S AGREEMENT HEREUNDER, AND THAT COMPANY WOULD NOT PROVIDE THE SERVICE WITHOUT SUCH LIMITATION.

THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

While Company uses reasonable efforts to ensure that the Website is free from viruses and other malicious content, neither Company nor any other party involved in producing or delivering the Website assumes any responsibility, nor shall be liable for any damage to, or viruses that may infect, Users' computers or mobile devices or other property on account of access to or use of the Website.

Users assume total responsibility and risk for their use of the Website and Third Party Websites. Company does not warrant that any "Content," as defined below under the heading Intellectual Property and Privacy, will be free of viruses, worms, Trojan horses or other destructive programming. Users are responsible for implementing procedures sufficient to satisfy their needs for data backup and security.

You will indemnify, defend, and hold harmless Company, its parents, subsidiaries, affiliates, and its respective directors, officers, members, employees, and agents (each an "Indemnified Party") with respect to any claim, demand, cause of action, debt or liability (collectively "Claims") brought by or claimed by any third party, including reasonable outside attorneys' fees, to the extent that any such Claims are based upon, arise out of or are related to a breach of any of the representations, warranties, covenants, or obligations hereunder or a result of your use of the Website and the services and functionality provided by it. You will promptly provide Company with written notice of any Claims which may fall within the scope of the foregoing indemnification clause. Company may, at its own expense, assist and participate in the defense of any Claims. You may not enter into a settlement agreement that binds Company, in any capacity, without Company's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

Release and Covenant Not to Sue

You hereby acknowledge that Company may have existing relationships and partnerships and with certain third party companies in order to carry out various functions of the Website, including but not limited to YouTube, Facebook, Instagram, Twitter, Snapchat, LinkedIn, SoundCloud, Pandora, Spotify, Vevo, iTunes, Spotify, Amazon, GooglePlay, Rhapsody and Tidal (hereafter "Company Partners").

You hereby irrevocably and unconditionally releases, acquits and forever discharges the Company and Company Partners from all actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, known or unknown, in law or equity (each, a "Demand"), which against them or any of them, whether jointly or severally, you ever had, now have or may hereafter acquire, by reason of any matter, cause or thing whatsoever, arising out of, related to, or regarding any and all actual or alleged activities occurring prior to entering into this Agreement, including any and all actual or alleged acts of copyright infringement at any time prior to entering into

this Agreement anywhere in the world by Company and/or any of the Company Partners, whether or not via the Website.

In addition, you hereby irrevocably and unconditionally agree and covenant never (whether during or after the use of the Website) to, directly or indirectly (whether by means of lending any form of support, assistance, funding, resources, cooperation or other form or method of participation or encouragement, in whole or in part, directly or indirectly) or cause, persuade or induce any User or any third party to, bring, assert, pursue, maintain, join in, support, assist, fund, lend resources to, or otherwise participate in any demand, directly or indirectly, arising from, relating to, based on or in connection with, in whole or in part, directly or indirectly, the use and exploitation, however characterized, of User Content, in whole or in part (including as incorporated into derivative works on the Website), directly or indirectly, through the Website during the term of this Agreement, whether or not such User Content or other copyrighted materials are embodied in any digital or audio files, at any time.

No Illegal or Malicious Use

No User may use the Website for any illegal, malicious or unauthorized purpose or to abuse, harass, threaten, intimidate or impersonate any other User. Any such use will result in termination to the User's access to the Website and of the User's account.

Intellectual Property, Privacy and User Conduct

Company grants you permission to use the Website solely provided they are used in accordance with these Terms.

Company owns, controls, and/or licenses all text, graphics, interfaces, photographs, trademarks, logos, and computer code contained on the Website (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, and arrangement of this Content. The Content is protected by trade dress, copyright, trademark laws, and other intellectual property rights and laws. Any information, data, or other content which is generated in the course of use of the Website by a User, provided by a User and/or aggregated by Company on a User's behalf ("Data") shall vest in and be owned by Company in the same manner as the Content. To the extent such Data contains any personally identifiable information, the terms of Company's Privacy Policy shall apply.

The Website and all Content, including Data, may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed without Company's prior written consent. However, as long as a User complies with these Terms, Company grants the User a personal, non-exclusive, non-transferable, and limited privilege to enter and use the Website. This permission is conditioned on the User not modifying the Website or the Content, and the User's acceptance of any terms, conditions, and notices accompanying the Content or as otherwise stated in the Website. Notwithstanding the foregoing, any materials available for downloading, access, or other use from the Website that may have their own license terms, conditions, and notices will be governed by such terms, conditions, and notices.

If the User posts to the User's personal social media including, without limitation YouTube, Facebook, Instagram, Twitter, Snapchat, LinkedIn, SoundCloud, Pandora, Spotify, and Vevo and the User tags Company or uses another related hashtag, the User grants Company the irrevocable, unrestricted right to repost the User's post on the Website.

If the User uses the Website through the mobile application, User grants Company the right to use the processor, bandwidth, and storage hardware on User's device in order to facilitate the operation of the Website.

You hereby agree to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with you use of the Website, including without limitation, all intellectual property laws (i.e. US Copyright laws). Any unauthorized use of the Website is hereby expressly prohibited. For the avoidance of doubt, you hereby agree not to do any of the following:

Disable, hack, circumvent or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Company content or materials;
Destroy, interfere with or disrupt, or attempt to interfere with or disrupt (including scan, probe or test the vulnerability of), any web pages available on the Website, servers or networks connected to the Website or the technical delivery systems of Company's providers or break any requirements, procedures, policies or regulations of networks connected to the Website;
Use any metadata, meta tags or hidden text utilizing any Company name or trademarks or remove any proprietary marks or labels;
Infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity;
Upload, submit, post, email or otherwise transmit any content that is threatening, fraudulent, abusive, offensive, libelous, defamatory, tortuous, profane, contains nudity (including, without limitation, any materials which are pornographic or erotica) or obscene, promotes hate, constitutes hate speech, incites violence, invades the privacy of any third party or is otherwise objectionable;
Upload, submit, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, so-called pyramid schemes or any other form of solicitation;
Misrepresent the source, identity or content of information transmitted via the Website;
Impersonate, or falsely indicate or misrepresent an affiliation with, any person or entity;
Falsely indicate or misrepresent your identity in a way which would be infringing upon any third party person's rights;
Directly or indirectly attempt to modify, translate, decompile, disassemble, decipher or reverse engineer any of the software used to provide the distribution services or copy, rent, lease, distribute or otherwise transfer any of the rights you receive hereunder;
Collect or store personal data about other users of the Website without their express and explicit consent; or
Use the Website in any manner not permitted by the Terms or otherwise instruct, or encourage any other individual to do any of the foregoing or violate the Terms.

YouTube Compliance

YouTube allows Users to enable a piece of content for "Content ID" matching, which allows YouTube to generate a claim against user's unauthorized uploading of content that matches the original user's. YouTube has explicitly defined what sound recordings cannot be monetized for YouTube's Content ID purposes. As such, if it is determined your User Content is not eligible for Content ID monetization, Culture Megatainment will proactively remove that content's ability to monetize third party uploads on YouTube. In order for User Content to be eligible for Content ID matching, it must meet the following criteria:

You must have exclusive copyright rights to the material in the reference file for the territories where you claim ownership.

The sound recordings must be sufficiently distinct (i.e., no karaoke recordings).

You must provide individual references for each piece of intellectual property (i.e., you must submit the single sound recording file, not an entire album).

User Content that is sold or licensed for incorporation into other works (i.e., “royalty free” production) must be identified and routed for additional review.

The User Content must contain sufficient metadata information.

With respect to fingerprint-only references, they will be automatically replaced with media-file references that embody the identical content. Fingerprint-only references cannot be automatically updated to utilize the latest Content ID matching technology, thus outdated references may be automatically deactivated.

The following examples are ineligible for use in or as a reference:

Content licensed non-exclusively from a third party (this includes the underlying music in songs, aka if you rap over a non-exclusive beat we cannot use the track for content ID)

Content released under Creative Commons or similar free/open licenses

Public domain footage, recordings, or compositions

Clips from other sources used under fair use principles

Video gameplay footage (by other than the game’s publisher)

If you use your User Account to connect with YouTube to analyze your audience metrics, you agree to be bound by the YouTube Terms of Service.

Branding

No User may publish or use any Company brand, branding or logos except with Company’s prior written consent. Users must not remove or alter any copyright or other proprietary notices contained within the Website.

Security

Company takes reasonable measures to keep User Account Information secure against unauthorized use or access. However, Users shall be responsible for maintaining the security of their account by keeping their User Account Information, Passcode number and log-in details confidential and secure, and not sharing any such information with any third party. Users must select their Passcode numbers carefully, and Passcode numbers must not be sequential or easily-identifiable numbers (for example, birthdates, 1-2-3-4 or 1-1-1-1).

Company shall not be liable for any loss, cost or damage suffered as a result of any unauthorized use of the Website by any third party caused by a User’s failure to comply with these provisions. Users must notify Company immediately if they suspect or become aware of any unauthorized or fraudulent use of their account.

Confidentiality

During and after the Distribution Term, neither you nor your respective affiliates, agents, or representatives will disclose or reveal any confidential information related to Company’s business and

business practices that you may become aware of except: [i] as required by governmental proceeding, applicable law, or court order; or [ii] to individuals on a “need to know” basis, including employees, certified financial advisors and attorneys, with the condition said recipients maintain the confidentiality of these Terms. In the event that either you or your affiliates are required by law to disclose these Terms, you will notify Company in writing so that such Company may seek a protective order and/or other motion to prevent or limit the production or disclosure of such information. You hereby expressly agree that Company shall have the right to provide information relative to the exploitation of the User Content hereunder to third parties, to aggregate such information into charts and other comparative information materials and to disseminate such findings in any manner.

Non-compliance

If a User does not comply with any aspect of these Terms, Company may (without prejudice to any other rights or remedies available to it) cancel or suspend that User’s account, disable the ability of that User to use the Website, and/or terminate these Terms (including the license granted within it). Company shall not be liable for any loss or damage suffered by Users as a result of Company exercising its rights under this clause.

Governing Law and Jurisdiction

These Terms shall be governed by Florida law, and all Users submit to the exclusive jurisdiction of the state of Florida for any matter or dispute arising in relation to these Terms.

Export Control

Company’s Website may be subject to U.S. export and re-export control laws and regulations or similar laws applicable in other jurisdictions, including the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control (“OFAC”), and the International Traffic in Arms Regulations (“ITAR”) maintained by the Department of State. User warrants that User is (1) not located in Cuba, Iran, North Korea, Sudan, or Syria; and (2) not a denied party as specified in the regulations listed above.

User agrees to comply with all applicable export and reexport control laws and regulations, including the EAR, trade and economic sanctions maintained by OFAC, and the ITAR. Specifically, User agrees that User shall not – directly or indirectly – sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Company under any agreement to any destination, entity, or person prohibited by any applicable laws or regulations of the United States or any other jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations. This export control clause shall survive termination or cancellation of these Terms.

Miscellaneous

If a court or other tribunal of competent jurisdiction holds any of the provisions of these Terms to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms, so that these Terms shall remain in full force and effect.

Company's failure to insist on or enforce strict performance of these Terms shall not be construed as Company's waiver of any provision or any right it has to enforce these Terms, nor shall any course of conduct between Company and you or any other party be deemed to modify any provision of these Terms. These Terms shall not be interpreted or construed to confer any rights or remedies on any third parties. Company customer service representatives are not authorized to modify any provision of these terms, either verbally or in writing.

You may not delegate your duties, assign your rights or assign this Agreement without the prior written consent of Company. Company may assign its rights under this Agreement to an individual or entity reasonably capable of fulfilling Company's obligations under this Agreement.

If any provision of this Agreement is deemed unenforceable or void, the balance of this Agreement shall remain in full force and effect. You warrant that you have not been induced to execute this Agreement by any agreements or statements made by Company or its representatives as to the nature or extent of Company's proposed exercise of any of the rights, licenses, or privileges granted to Company by this Agreement. A waiver by a party of any term or condition of this Agreement in any instance will not be deemed or construed as a waiver of such term or condition for the future or any subsequent breach thereof.

All remedies, rights, undertakings, obligations or agreements contained in this Agreement will be cumulative and none of them will limit any other remedy, right, undertaking, obligation or agreement of any party. The parties are independent contractors. This Agreement constitutes the entire agreement between Company and User relating to its subject matter, and supersedes all prior agreements between Company and User, whether oral or written, relating to its subject matter, and may not be modified except in writing signed by the parties. User shall promptly provide notice to Company of any changes to User's contact information and payment information.

Dispute Resolution

Company will try work in good faith to resolve any issue User has with the Website. However, Company realizes that there may be rare cases where Company may not be able to resolve an issue to a User's satisfaction.

User and Company agree that any dispute, claim or controversy arising out of or relating in any way to User's use of the Website, including donations made and/or products and services ordered or purchased through the Website, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, Company agrees to cooperate with Users to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court. This arbitration provision shall survive termination of these Terms and any other contractual relationship between User and Company.

USER AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both User and Company agree otherwise, the arbitrator

may not consolidate more than one person's claims with User's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

If this specific provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts in Florida.

Feedback and Claims of Infringement

Company welcomes any feedback Users have regarding the Website. Please be aware that any feedback Users provide shall be deemed non-confidential, and Company shall be free to use such information on an unrestricted basis.

If a User believes that any content appearing on the Website infringes the User's copyright rights, Company wants to hear from the User. Please forward the following information in writing at the address listed below:

The User's name, address, telephone number and e-mail address;
A description of the copyrighted work that the User claims has been infringed;
The exact URL or a description of each place where alleged infringing material is located;
A statement by the User that the User has a good faith belief that the disputed use has not been authorized by the User, its agent, or the law;
The User's electronic or physical signature or the electronic or physical signature of the person authorized to act on the User's behalf; and
A statement by the User made under penalty of perjury, that the information in the User's notice is accurate, that the User is the copyright owner or authorized to act on the copyright owner's behalf.
Please provide any feedback or claims of infringement to the following address: 3585 NE 207 St. C9 #741 Aventura, FL. 33180, USA.

CU'TURE XCLUSIVE LLC- CU'TURE MEGATAINMENT COPYRIGHT POLICY

Cu'ture Xclusive , LLC d/b/a Cu'ture Megatainment respects the copyrights of others and expects its users to do the same. In compliance with the Digital Millennium Copyright Act as embodied in 17 U.S.C. 512 (the "DMCA") (See: <http://www.copyright.gov/title17/92chap5.html#512>, Cu'ture Megatainment will respond expeditiously to remove or disable access to material that is claimed to infringe copyrighted material or to be the subject of activity that infringes copyrighted material and was posted online using Cu'ture Megatainment.

DMCA Notification of Claimed Infringement

If you are a copyright owner or authorized to act on behalf of the owner of an exclusive right under copyright that is allegedly infringed, please notify Cu'ture Megatainment of the material that is claimed to be infringing or to be the subject of infringing activity and was posted online using Cu'ture Xclusive LLC by completing a DMCA notification of claimed infringement (the "Notification") and delivering it to Cu'ture Megatainment designated copyright agent (the "Copyright Agent") as described below. It is important to emphasize that you should only submit a Notification if you own or control the copyrighted

material that is claimed to be infringing because under 17 U.S.C. § 512(f), any person who knowingly materially misrepresents that material is infringing may be liable for damages.

To be effective, the Notification must be a written communication provided to the Copyright Agent that includes substantially all of the following:

1. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works, a representative list of such works;
2. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, AND information reasonably sufficient to permit Cu'ture Megatainment to locate the material;
3. Information reasonably sufficient to permit Cu'ture Megatainment to contact you, including your name, address, telephone number, and, if available, an email address at which you may be contacted;
4. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
5. A statement that the information in the Notification is accurate, and under penalty of perjury, that the complaining party is the copyright owner or authorized to act on behalf of the owner of an exclusive right under copyright that is allegedly infringed; and
6. A physical or electronic signature of the copyright owner or a person authorized to act on behalf of the owner of an exclusive right under the copyright that is allegedly infringed.

Once completed, please deliver the Notification to the Copyright Agent at:

Cu'ture Xclusive, LLC d/b/a Cu'ture Megatainment, Attn: Cu'ture Megatainment Copyright Agent, 3585 NE 207 St. C9 #741, Aventura, FL. 33180, USA.

Upon receipt of a valid Notification, Cu'ture Megatainment will respond expeditiously to remove or disable access to the material that is claimed to be infringing or to be the subject of infringing activity.