

TERMS & CONDITIONS VIRPP

A. General Terms and Conditions

This is a legal agreement ("Agreement") between and among you and VIRPP, and any other entity affiliated with VIRPP (collectively, "VIRPP") stating the terms that govern your (i.e., customer, registered user, website visitor, DJ, label, brand, etc.) use of the VIRPP website, including any VIRPP branded website, webpage, or application (each of these websites and the services available through them are individually and collectively referred to in this Agreement as the "Website", as the context requires, including, without limitation, any mobile version. By using the Website, you agree to and are bound by the terms of this Agreement. You must accept and abide by these terms as presented to you, and VIRPP reserves the right to change, add, or remove portions of this Agreement at anytime. It is your responsibility to check the Agreement each time before using the Website, and your continued use of the Website will indicate your acceptance of any changes. In addition, you agree to comply with all local, state, federal, national, and international laws, statutes, ordinances, and regulations that apply to your use of the Website or Content (defined below).

1. Age Requirement.

In order to use the or services offered on this Website, you need to (a) be 18 or older, (b) have the power to enter a binding contract with us and are not barred from doing so under any applicable laws.

2. Content & Products

All "Content", including but not limited to streamed sound recordings and related digital content, including songs, mixes and loops or samples, and all software, artwork, graphics, video, text, editorials, content descriptions, interfaces, trademarks, logos, images, photographs, and any other element of the Website, including the layout, look and feel, organization, and coordination of such Content on the Website is the property of or is licensed to VIRPP, and is protected by European & US and international trademark, trade dress, copyright, and other intellectual property rights laws. Without the prior written consent of VIRP or the applicable copyright holder, and except as provided in this Agreement, no Content may be transmitted, distributed, translated, publicly displayed, uploaded, published, recorded, retransmitted, rented, sold, distributed, digitized, endorsed, reproduced, altered to make new works, performed, or compiled in any commercial way.

Service consists of a functionality for labels to use the website and platform and to pull records of their liking. Labels can request a producer

to release the song. The producers has 3 days to decide if he accepts the pull or not.

3. Objectionable Material.

When using the Website, you understand that you may encounter Content that may be deemed objectionable, indecent, or offensive, which Content may or may not be identified as having explicit language or text, graphic designs, and/or photographs. You agree to use the Website at your own risk and VIRPP shall have no liability to you for Content that may be found objectionable, indecent, or offensive. VIRPP reserves the right, but not the duty, to remove Content it finds, in its sole discretion, objectionable and/or offensive.

4. Account Registration.

(a) To use certain services of the Website you must register and provide certain information (e.g. a member (user) name, password, and valid email address, phone number, gender, date of birth, biography, address and profile photo) to VIRPP ("Registration Data") for the purposes of creating an account (your "Account"). You agree to provide current, complete, and accurate Registration Data at the time you register and you will update your Registration Data as necessary to keep it current, complete and accurate. The Registration Data will apply to all sections of the Website and act as your username and Registration Data for access, favoriting, communicating, purchasing, and/or streaming (where purchasing and/or streaming are applicable) to all sections of the Website. VIRPP may terminate your Account and any or all rights to the Website if any information you provide is inaccurate, false, incomplete, overtly offensive, misleading, or, if VIRPP, in its own discretion, suspects fraudulent and/or illegal behavior, such as but not limited to identify theft, stolen credit cards, associated with your registration. You agree that VIRPP may store and use the Registration Data you provide for use in maintaining your Account.

(b) You are solely responsible for maintaining the confidentiality and security of your Account. You agree to notify VIRPP immediately of any unauthorized use of your password and/or Account. VIRPP shall not be responsible for any losses arising out of the unauthorized use of your Registration Data or Account, and you agree to hold harmless and to indemnify VIRPP, its partners, parents, subsidiaries, agents, affiliates and/or licensors, as applicable, for any improper, unauthorized or illegal uses of your Account. You may not attempt to gain unauthorized access to the Website. Should you attempt to do so, assist others in making such attempts, or distributing instructions, software or tools for that purpose,

VIRPP shall have the right to terminate your Account and pursue all available remedies at law.

5. Consent to our communication with you by email.

By establishing an Account, you grant permission for VIRPP to contact you at your provided email address as well as through any of your provided social media accounts (Facebook, Twitter, Instagram, etc.). You can update and manage your email preferences, under your accounts settings.

6. Limitations of Content Usage and Copyright.

VIRPP may make available certain Content. Your access to and/or use of any Content will be limited by the rules assigned to the Content by VIRPP ("Content Rules") and/or copyright law and described in this Agreement or on the webpage where you acquire access to such Content. You may not attempt, nor support another's attempt, to decrypt, reverse engineer, circumvent or otherwise alter or interfere with any software required for use of the Website or any of the Content Rules. VIRPP RESERVES THE RIGHT TO ENFORCE THE PRODUCT RULES WITH OR WITHOUT NOTICE TO YOU.

A "Stream" is the digital transmission of a sound recording of a musical work, in whole or in part, to an end user over the Internet where the content may be heard or viewed, but not downloaded, for later playback.

You may not attempt, or support others' attempts, to download, copy, distribute, alter or capture a Stream.

Except as otherwise provided herein, you may not copy, reproduce, modify, rent, lease, broadcast, download, transmit, distribute or otherwise disseminate any Streams or other Content contained on the Site except for your own personal, non-commercial use, unless otherwise provided for herein. Any unauthorized copying, distribution, use or sharing is not permitted by this Agreement or applicable provisions of the United States Copyright Code, and is in violation of U.S. and international copyright and intellectual property laws.

7. Prohibited Uses of Content.

You may not reverse engineer, decompile, disassemble, modify or disable any copy protection or use limitation systems associated with the Streams and/or Previews. You may not play and then re-digitize any Streams. You may not create any "derivative works" by altering any of the Content, except as permitted herein. You may not use the Streams and/

or Previews in conjunction with any other third-party content (e.g., to provide sound for a film) unless you obtain such rights from the copyright holder. YOU MAY NOT UPLOAD DOWNLOADS OR STREAMS TO THE INTERNET. PEER-2-PEER FILE SHARING IS STRICTLY PROHIBITED. Any other manner of network file sharing and transfer of Downloads, Streams or Previews to devices for such purpose is expressly prohibited and is a violation of U.S. and international copyright law.

8. Loss of Rights by VIRPP.

VIRPP may at any time lose the right to make certain Content available. In such an event, you will no longer be able to access such Content from the Website.

9. Electronic Signatures and Contracts.

Your use of the Website and establishment of an Account includes the ability to enter into agreements electronically. You agree that any submissions you make for electronic agreements constitute your intent and agreement to be bound by the terms of this Agreement. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions you enter into on the Website, including notices of cancellation, policies, contracts, and applications.

10. Community and Brand Features / Public Areas.

The Website may contain features designed to help users, DJs, labels or brands (collectively a “user” or “users”) find and/or exploit Content of personal interest by creating landing pages, public profiles, generating short URLs and/or viewing Content that other users or artists have sampled, streamed and/or uploaded. These features may include access to a user’s charts and a user's collection of Content. VIRPP HAS THE RIGHT, BUT NOT THE OBLIGATION, TO MONITOR, EDIT, OR REMOVE ANY ACTIVITY OR CONTENT, OR TO RESTRICT ACCESS TO OTHER MEMBERS TO VIEW YOUR MUSIC, CONTENT COLLECTION OR PUBLIC PROFILES. VIRPP is not responsible and assumes no liability for any activity, content, messages and the like that you or any other user posts to a public area or a public profile, or send to another user.

11. VIRPP Username Policy.

No two users or DJs can have the same VIRPP Username or DJ name (collectively, “VIRPP Username”) on the VIRPP platform. VIRPP Usernames are provided on a first-come basis.

VIRPP will not typically intervene in VIRPP Username disputes. Disputes should be resolved between the parties. However, VIRPP reserves the

right, in its sole discretion, to permanently remove, reassign, or ask a user or DJ to modify his/her VIRPP Username in situations where:

- (i) an account has been inactive for a period of time;
- (ii) VIRPP determines that a VIRPP Username is offensive, commercial in nature, violative of, or a derivation of, a third party's trademark or service mark, or is determined by VIRPP to be otherwise misleading;
- (iii) VIRPP suspects that a VIRPP Username is being squatted;
- (iv) the registered VIRPP Username is that of a more established, well-known DJ, and VIRPP's decision not to reassign the VIRPP Username will lead to consumer confusion; and
- (v) VIRPP has determined, in its own discretion, the situation is such that removing or reassigning the VIRPP Username is most appropriate under the circumstances.

Any attempts to sell, buy, or solicit other forms of payment in exchange for a VIRPP Username is strictly prohibited and may result in permanent account suspension.

12. User Generated Content.

VIRPP may permit users to create customized landing pages and post or upload content, including mixes, tracks, playlist compilations (also referred to as charts), performances, videos, pictures, messages, texts, logos, and other content made available by individual artists, labels, brands, and/or users for the purpose of sharing with VIRPP users ("User Content"). You are solely responsible for any User Content you may provide and for any consequence thereof. By uploading User Content, you represent and warrant that (i) you own or otherwise control all applicable rights to the User Content, (ii) have the necessary rights to post, upload, transmit or display the User Content on VIRPP, and (iii) that such User Content, or its use as contemplated by this Agreement, does not: (a) violate this Agreement, applicable law, or the intellectual property or publicity rights of others; (b) imply an affiliation, endorsement, approval or cooperation with you or your User Content by VIRPP or any unwilling, or unknowing, third-party, without that party's express written consent, or (c) cause injury to any person or entity. You agree to defend indemnify and hold harmless VIRPP, its partners, parents, subsidiaries, agents, affiliates and/or licensors, as applicable, for all claims resulting from User Content. You agree that any loss or damage of any kind that occurs as a result of the use of any User Content you upload, post, transmit, display or otherwise make available through your use of the Website is solely your responsibility. The rights granted herein shall inure for so long as the User Content is provided by you on the VIRPP Website. Except from those rights specifically granted herein, you shall retain ownership of all rights, including intellectual property rights, in the User Content that you

post on VIRPP. VIRPP reserves the right to remove any User Content, for any reason or no reason at all, including, but not limited to, copyright violations, derogatory or offensive content, User Content that is deemed to be a third-party advertisement or promotional in nature, or User Content that violates this Agreement. VIRPP reserves the right to terminate the user account and DJ profile of users who are repeat offenders of this copyright policy. VIRPP does not monitor, review, edit, or endorse User Content. If you believe that User Content violates your intellectual property, please review the "Report Copyright Infringement" page for instructions on how to file a copyright claim with VIRPP.

13. Restrictions.

You may not use the Website (or any part of it, including but not limited to public areas) to upload, post, transmit, display, perform or otherwise make available any messages, content or materials (i) that are illegal, obscene, threatening, of a "spamming" nature, defamatory, or invasive of privacy; (ii) violate (intentionally or unintentionally) a contractual, fiduciary or confidentiality obligation or duty you have to any third party; (iii) that constitute political campaigning or commercial solicitation or that contain software viruses or other computer code designed to interfere with the functionality of any computer system; (iv) provide links to unapproved third party sites; or (v) that infringe third-party rights or harm minors in any way. You may not interfere with or disrupt the Website or any networks connected to or by the Website. In addition, you may not use a false email address or otherwise mislead other users as to your identity or the origin of a message or content.

14. VIRPP's Rights.

By posting messages, inputting data, or engaging in any other form of communication through the Website, you agree that VIRPP may copy, sub-license, adapt, transmit, publicly perform or display any such Content to provide and/or promote the Website and/or to respond to any legal requirement, claim or threat. If VIRPP's use of such Content exploits any proprietary rights you may have in such material, you agree that VIRPP has an unrestricted, royalty-free, non-exclusive and perpetual worldwide right to do so.

15. Privacy.

For additional information regarding VIRPP's use of information collected in connection with the Website, please refer to VIRPP's Privacy and Cookie Policy, www.virpp.com/privacy

16. Copyrights.

All copyrights in and to the Website (including the organization of content and charts,) and software, are owned by VIRPP and/or its licensors. The use of the Website, or any Content on the Website, except for use as expressly permitted in this Agreement, is prohibited and subject to civil and criminal penalties, including possible monetary damages, for copyright infringement. All rights not expressly granted to you in this Agreement are reserved to VIRPP and/or its licensors.

17. Trademarks.

All trademarks, service marks, trade names, slogans, logos, and other indicia of origin that appear on or in connection with the Website are the property of VIRPP and/or its affiliates or licensors. You may not copy, display or use any of these marks without prior written permission of the mark owner.

18. Violation of Intellectual Property Rights.

This service respects the rights of copyright owners. All rights of the authors of the works protected, reproduced and communicated on this site are reserved. Unless authorized, any use of the Content other than for the purposes stated for herein are prohibited.

If VIRPP receives a notice alleging that you have engaged in behavior that infringes VIRPP's or another's intellectual property rights or reasonably suspects the same, VIRPP may suspend or terminate your Account without notice to you, and shall have no liabilities to you, past or present, for suspension or termination under this paragraph.

If you believe that any information or material on the Website constitutes copyright infringement, instructions on how to file an infringement claim with VIRPP can be found here: www.virpp.com/copyright-infringement

19. Enforcement of These Terms.

You agree that VIRPP has the right, without liability or notice to you, to disclose any Registration Data/Account information to law enforcement authorities, government official, and/or third party, as VIRPP believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to VIRPP's right to cooperate with any legal process relating to your use of the Website and/or Content, and/or a third party claim that your use of the Website and /or Content is unlawful and/or infringes such third party's rights).

20. No Responsibility for Third-Party Materials or Web Sites.

The Website may include Products, Content, and services from third parties available via the Website. VIRPP may include links to third party websites, which are provided solely as a convenience to you. VIRPP

assumes no liability or responsibility for third-party materials or websites, and you acknowledge and agree that VIRPP is not responsible for evaluating or examining the content or accuracy of such.

21. Indemnity and Waiver.

By using the Website you agree to defend, indemnify and hold harmless VIRPP and its agents, employees, directors, contractors, representatives, licensors, technology providers, affiliates, partners, parents and subsidiaries from and against any and all claims, losses, demand, causes of action and judgments (including attorney' fees and court costs) arising from or concerning your breach of this Agreement and your use of the Website or the Content and to reimburse them on demand for any losses, costs or expenses they incur as a result thereof. You shall not sue or seek to recover any damages or other payment from VIRPP and its agents, representatives, employees, Licensors, affiliates, content and technology providers, and any parent or subsidiary company as a result of its decision to terminate or suspend the Agreement and service hereunder.

22. Termination/Cancellation.

If you fail, or VIRPP suspects that you have failed, to comply with any of the provisions of this Agreement, including but not limited to: failure to provide VIRPP with accurate and complete Registration Data, failure to safeguard your Account information, using your Account for activities VIRPP believes violate the intentions or integrity of its platform including violation of a third party's intellectual property rights, squatting usernames or profile accounts, using vulgar or offensive language or images in any profiles or uploaded Content, or any other violation of this Agreement or any license to the software, VIRPP, at its sole discretion, without notice to you, may: (i) terminate your Account, and/or (ii) preclude your access to the Website (or any part thereof), and seek any other lawful remedy available. In such case, you will remain liable for all amounts due under your Account up to and including the date of termination.

23. Governing Law.

This Agreement and the use of the Website are governed by Dutch Law and disputes will be settled under Dutch Law. Your use of the Website may also be subject to other local, national, or international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with VIRPP or relating in any way to your use of the Website resides in the courts of the Netherlands.

24. Disclaimers and Limitations of Liability.

(a) You agree that from time to time VIRPP may remove the Website, or portions of the Website, for indefinite periods of time, or cancel the Website, or portions of the Website, at any time, with or without notice to you.

(b) VIRPP makes no warranty that any particular browser, software, hardware, or portable device will be compatible with the Website or any Content offered on the Website.

(c) Under no circumstance shall VIRPP be liable for any unauthorized use of the Website or its Content.

(d) To the extent that in a particular circumstance any disclaimer or limitation on damages or liability set forth herein is prohibited by applicable law, then, instead of the provisions hereof in such particular circumstance, VIRPP shall be entitled to the maximum disclaimers and/or limitation on damages and legality available at law or in equity by such applicable law in such particular circumstance, and in no event shall such damages or liability exceed the amount of VIRPP's insurance cover.

(e) All Content on this Website is provided to you on an "as is" "as available" basis without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. VIRPP makes no warranty as to the accuracy, completeness, currency, or reliability of any Content available through the website. You are responsible for verifying any information before relying on it. Use of the Website and the Content available on the Website is at your sole risk. VIRPP makes no representations or warranties that use of the website will be uninterrupted or error-free. You are responsible for taking all necessary precautions to ensure that any Content you may obtain from the Website is free of viruses.

(f) VIRPP specifically disclaims any liability, whether based in contract, tort, strict liability or otherwise, for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of the Website, even if VIRPP has been advised of the possibility of such damages, including but not limited to reliance by any party on any Content obtained through the use of the Website, or that arises in connection with mistakes or omissions in, or delays in transmission of, information or content to or from the user, interruptions in telecommunications connections to the Website or viruses, whether caused in whole or in part by negligence, acts of God, telecommunications failure, theft or destruction of, or unauthorized access to the website, or related information or programs.