

Terms of Service Agreement

UPDATED: January 1st, 2018

The services offered by Spotiza (“Spotiza”) include the spotiza.com website (the “Website”), the Spotiza Distribution service, and any other features, content, or applications offered from time to time by Spotiza in connection with the Spotiza Website (collectively, “Spotiza services”). Spotiza Services are hosted in the United States of America.

This Terms of Service Agreement (“Agreement”) sets forth the legally binding terms for your use of Spotiza. By using Spotiza services, you agree to be bound by this Agreement, whether you are a “Visitor” (which means that you simply browse Spotiza) or you are a “Member” (which means that you have registered with Spotiza). The term “User” refers to a Visitor or a Member. You are only authorized to use Spotiza services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully and save it. If you do not agree with it, you must leave Spotiza and discontinue use of Spotiza services immediately.

By accessing and using Spotiza, you accept and agree to be bound by the terms and provision of this Agreement. In addition, when using particular Spotiza services, you and Spotiza shall be subject to any posted guidelines or rules applicable to such services, which may be posted and modified from time to time. All such guidelines or rules are hereby incorporated by reference into this Agreement. Spotiza may also offer other services that are governed by different terms.

If you wish to become a Spotiza Member, communicate with other Members, and make use of Spotiza services, you agree to be bound by this Agreement as indicated by your acceptance of the terms herein during the registration process. This Agreement includes Spotiza’ policy for acceptable use of Spotiza services and content posted on the Website, your rights, obligations and restrictions regarding your use of the Spotiza services and Spotiza’s Privacy Policy, and your use or access to content belonging to third-parties. In order to participate in certain Spotiza services, you may be notified that you are required to download software or content and/or agree to additional terms and conditions.

Unless otherwise provided by the additional terms and conditions applicable to the Spotiza services in which you choose to participate, those additional terms are hereby incorporated into this Agreement. You may receive a copy of this Agreement by emailing us at: sales@blkvc.com, Subject: Spotiza Terms of Use Agreement.

PART A: DISTRIBUTION SERVICES TERMS OF SERVICE FOR ARTIST OR LABEL

1. Artist & Label Distribution Agreement. The following are general guidelines for the terms of agreements between Spotiza, a subsidiary of Black Ventures and you, as either an “Artist” or a “Label” seeking distribution of your works on Spotiza, (Hereinafter referred to in Part A as “You, as Artist or Label”) with regard to distributing content owned by, and original to, you, as Artist or Label.

2. Grant Rights For Music. Spotiza will not use or distribute the content (including but not limited to: songs, soundtracks, albums, compilations, works, artwork, samples or any other protectable intellectual property) of any Artist or Label, without permission from the Artist, or Label. By use of this service, you, as Artist or Label, agree that Spotiza is given the **non-exclusive right**, and by use of this service grant a non-exclusive license, to distribute, publicize, advertise, and display, copies of any of works, songs, soundtracks, albums, photos, likenesses, promotional materials, samples and compilations that have been transferred to Spotiza by you, as Artist or Label. Spotiza is obligated to distribute within the best of its' ability, and in the media format(s) it sees fit (included but not limited to, full tracks, ring tones, mobile phone services, videos etc.), for the sole purpose of this agreement.

3. Paying Artist & Labels. You, as Artist or Label, must have a merchant account and banking account (such as checking/savings/credit) from a certified bank. For more protection we require that the Artist or Label choose PayPal as their merchant account client. Other personal and/or business merchant accounts are not compatible with the payment agreement. Spotiza recommends using PayPal for online transfers for safety and security reasons. If you do not have a PayPal account, you, as Artist or Label must open a PayPal account to receive any royalties.

4. Spotiza Distribution Agreement Plan. By accepting this agreement, you, as Artist or Label, are entitled to earn 50% of the total revenue generated for all masters and publishings delivered to all Digital Service Providers ("DSPs") within the Spotiza network. You, as Artist or Label, will be paid within 60 days from the last day of each month with sale statistics and updates for your masters. Your payment, as Artist or Label, will to be paid via PayPal.

5. Copyright Policy. Spotiza respects the intellectual property of others, and we ask you, as Artist or Label to do the same. Spotiza has no responsibility for content on other web sites that you may find or access when using Spotiza products or services. Material available on or through other web sites may be protected by copyright and the intellectual property laws of the United States and/or other countries. The terms of use of those web sites, and not the Spotiza Terms of Service, govern your use of that material. It is Spotiza' policy, in appropriate circumstances and at its

discretion, to disable and/or terminate the accounts of users who may infringe or repeatedly infringe the copyrights or other intellectual property rights of Spotiza and/or others. Spotiza also deserves the right to withhold royalties from Artist or Label who repeatedly infringe the copyrights or other intellectual property rights of Spotiza and/or others. If you, as Artist or Label believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated by a User of Spotiza, please contact our Business & Legal Affairs at: legal@blkvc.com with the topic "Copyright Infringement" to notify us for investigation.

7. Digital Rights Policy. By accepting this agreement, you, as Artist or Label, are obligated to provide Proof of Authorization of the material within 3 business days during a Digital Rights Dispute (DRD) filed on the behalf of the material. Failure to provide Proof of Authorization of the material will result in an immediate removal of the material. It is Spotiza' policy, in appropriate circumstances and at its discretion, to disable and/or terminate any materials without immediate notice from all acting music store services.

PART B: GENERAL TERMS AND DEFINITIONS APPLICABLE TO ENTIRE AGREEMENT

1. Capacity to Contract. In consideration of your use of Spotiza, you represent that you are of legal age to form a binding contract, and are not a person barred from receiving Spotiza services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by Spotiza registration forms and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.
2. Entire Agreement. This Agreement constitutes the entire agreement between you and Spotiza and governs your use of Spotiza services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Spotiza services, affiliate services, third-party content or third-party software.
3. Modifications to Agreement. Spotiza may modify this agreement at any time without notice or approval by Artist or Label.
4. Availability and Price. The availability and prices of content are subject to change without notice.

5. Spotiza Trademark. You may not use Spotiza' trademarks under any circumstance without the prior written approval of a Spotiza representative.

6. Protection of Rights. You agree to comply with all applicable laws, including copyright law, in your use of any content you use, download, upload or access through Spotiza, and you agree to protect the applicable rights of owners of such content. Any copying, reproduction, redistribution, transmission, sale, broadcast, public performance, rental or lending, adaptation, sub license, modification, promotion or other use of content, including, without limitation, any use that requires a synchronization license with respect to the underlying musical composition, without the prior written consent of the copyright owner, is a violation of the law and is expressly prohibited. Other than as expressly set forth herein, copying, sharing or transferring of non-public domain content in which you do not have a copyright, possessory interest, or license, is expressly prohibited.

7. No Modifications to Content or Software. You agree that you will not attempt to modify any content, or any software, including content or software of any third-party obtained through Spotiza, for any reason whatsoever, including for the purpose of disguising ownership or source of the content.

8. Indemnification. You agree to indemnify and hold Spotiza and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post, transmit, modify or otherwise make available through Spotiza, your use of Spotiza services, your connection to Spotiza, your violation of this Agreement, or your violation of any rights of another.

9. Limitation of Liability. You expressly understand and agree that Spotiza and its subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to you for any punitive, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (a) the use or the inability to use Spotiza; (b) the cost of procurement of substitute goods and services; (c) unauthorized access to or alteration of your transmissions or data; (d) statements or conduct of any third party on Spotiza; or (e) any other matter relating to the Spotiza. Neither owners of content, nor third-party providers of content will be liable for any indirect, incidental, punitive, special or consequential damages or any kind arising from the use of Spotiza, the use of any third-party service or content provider, or for any damages in excess of the amount paid for the specific item of content giving rise to the applicable claim for damages.

10. No Warranties. Spotiza service, provided content and other information, materials and products included on or otherwise made available to you through Spotiza, including services, content, information, materials and products provided by or through third-parties, are provided “as is” and “as available”, without warranties of any kind. To the full extent permissible by applicable law, any and all potential warranties of merchantability and fitness for a particular purpose and hereby disclaimed. Further, no guarantees are made that any content, software, information, materials or products included on or otherwise made available to you through Spotiza are free of viruses or other harmful components.
11. Force Majeure. Neither party shall have any liability under, or be deemed to be in breach of this agreement for any delays or failures in performance, which results from circumstances beyond the reasonable control of either party. Force Majeure shall be understood to include, but not limited to, any damage or delay caused by acts of God, acts or regulations or decrees of any government, natural phenomena such as earthquakes, floods, fires, riots, wars, lockouts, or other causes unforeseeable and beyond the reasonable control of the parties.
12. Governing Law/Jurisdiction. This agreement shall be constructed in accordance with the law of the State of New York. The parties agree that any suit, action or proceeding arising out of or relating to this agreement shall be brought before a court of competent jurisdiction in the City and State of New York New York, in the United States of America.
13. Definitions:
- a. “Permanent Download” (used as a noun) means a non-expiring complete digital copy of a Sound Recording, available on an a la carte basis delivered to you and End User.
 - b. “Samples” are thirty (30) second streams of Sound Recordings accessible by you as the End User through Applications for the purpose of purchasing Permanent Downloads.
 - c. “Artwork” means all artwork made available, including, without limitation, front cover album artwork (or corresponding artwork for singles and other non album configurations) for Permanent Downloads and Samples and artist images.
14. Terminating the Agreement. Artist or Label reserves the right to terminate his/her account during the duration of the agreement for a termination fee of \$50.00. Upon the termination fee receipt, Spotiza is obligated to remove all content belonging to Artist or Label from all DSPs as well as to issue all pending royalties owed. Spotiza reserves the right to terminate the agreement without notice to Artist or Label should a breach of agreement is pending from Artist or Label.