

Welcome to the Soundrop® Terms of Use.

These terms of use ("Terms of Use" or "Agreement") are a contract between you and Audio and Video Labs, Inc. dba Soundrop ("Soundrop", "us", "our", and "we") governing anyone ("User" or "you") who uses, joins, visits, purchases from, subscribes to, secures licenses through, or otherwise interacts with the Soundrop website located at www.Soundrop.com ("Site") and under any of its subdomains, along with your use of any and all applications, products, platform/technical integrations, subscriptions, application programming interfaces, graphics, audio, video, images, and any other content displayed on or accessed through Soundrop, regardless of whether accessed through the website or a third party platform (each, a "Service" and collectively, the "Services").

1. Acceptance of Terms of Use

Since you may access a range of Services through Soundrop, we ask you to review and accept the supplemental terms ("Supplemental Terms") that apply to your interaction with each specific Service listed below in Section 2. To the extent those Supplemental Terms conflict with these Terms of Use, the Supplemental Terms associated with a Service govern with respect to your use of such Service. These Terms of Use, together with our Privacy Policy, Copyright Policy, and any relevant Supplemental Terms, constitute the entire agreement between you and Soundrop pertaining to the Services, and may not be changed, waived, or terminated by you except by an instrument in writing signed by you and Soundrop. Please note that these Terms of Use apply only to Soundrop's Services and that you should carefully review any additional terms and conditions that may apply to your use of third-party products or services in connection with Soundrop.

Upon accepting these Terms of Use and any applicable Supplemental Terms, subject to your full compliance with the Terms of Use and Supplemental Terms, you are granted a revocable license for the sole purpose of accessing our Services. You acknowledge that your access to the Services is subject to the Terms of Use, Privacy Policy and Supplemental Terms to which you have agreed, and is subject to change, suspension, modification, or discontinuation at any time. Any new features or tools added to the current Services will be subject to these Terms of Use. Soundrop may amend the Terms of Use, Privacy Policy and Supplemental Terms at any time; your continued use of the Soundrop Service constitutes your agreement to be bound by the amended Terms of Use, Privacy Policy and Supplemental Terms. If Soundrop makes a material change to the Terms of Use, Privacy Policy and/or Supplemental Terms, Soundrop will provide you with notice via your Account and through email. You are responsible for checking this page from time to time for any updates or changes to the Terms of Use, Privacy Policy and Supplemental Terms that may impact you.

2. Overview of the Services and Supplemental Terms

Soundrop is continually improving its existing Services, as well as developing new Services to meet the needs of its users. By using or accessing any of the Services offered by Soundrop listed below, you agree to the Supplemental Terms that govern your use of and access to the relevant Service. If you access Soundrop's digital distribution and licensing services, you must review and agree to the Supplemental Terms, which include the Copyright Policy, Music Services Agreement and Sync Distribution Addendum, if applicable, as well as comply with our Community Guidelines.

3. Your Soundrop Account

In order to access certain features of the Services, you must create and/or sign into a member account ("Soundrop Account" or "Account") of your own. An account may only have one account holder; use of another's account is not permitted. When creating your account, you must provide accurate and complete information.

You are solely responsible for the activity that occurs in your Soundrop Account. You also hereby represent and warrant that you will ensure that your Soundrop Account information, including your e-mail address, is kept accurate and up-to-date at all times during the life of your Soundrop Account. You are also responsible for maintaining the security of your account password, as well as the passwords of any third-party services that you may have elected to link to your account, e.g., Facebook and Twitter. You agree to notify Soundrop immediately of any breach of security or unauthorized use of your account. You may be liable for the losses of Soundrop or others due to such unauthorized use or any other use in violation of these Terms of Use. We reserve the right to reclaim Soundrop Accounts on behalf of businesses or individuals that hold legal claim or trademark on those accounts or suspend or terminate Soundrop accounts after a period of inactivity of 18 months or longer.

You acknowledge, consent, and agree that Soundrop may access, preserve, and disclose your Account information and your content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to a claim that any of your content violates the rights of third parties; (iv) to respond to your requests for customer service; or (v) to protect the rights, business interests, property or personal safety of Soundrop and its employees and users, its partners and affiliates, and the public. Please review our Privacy Policy page for information regarding security, confidentiality, and what we do with the data you provide us.

4. Your Use of the Soundrop Services

You represent and warrant that you have the right and authority to agree to these Terms of Use and any Supplemental Terms to which you may also agree. You must also be fully able and competent to enter into and abide by the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use and be able to abide by and comply with these Terms of Use. By using Soundrop, you affirm that you are an individual who has reached the age of 13 years.

You may not use Soundrop for any illegal or unauthorized purposes. You may not use the Services in a way that could damage its content or impair its operation in any way. You agree not to access, or attempt to access, any of the Services by any means other than through the interface that is provided by Soundrop, unless you have been specifically allowed to do so in a separate agreement by Soundrop. You specifically agree not to access, or attempt to access, any of the Services through any automated means, including use of scripts, bots, or intelligent agents, engaging in search indexing in accordance with our Robot Exclusion Protocol, or accessing any application programming interfaces, or so-called "APIs", that we have provided in accordance with our API rules.

5. Content Rights

Soundrop is committed to protecting the rights of the artists, songwriters, and copyright owners.

Please note that Soundrop is not paid for, responsible for, or involved with the production of any music or content licensed through or made available using the Services. We are not paid by users for content, but rather for access to and use of our Services. We only review the content submitted to Soundrop to the extent required by applicable law, our partners or licensees, or if it is necessary to resolve an issue, fulfill a licensing request or respond to an inquiry.

We make it our top priority to remove infringing, defamatory, offensive, or abusive content upon request. If you notify us of content that infringes your intellectual property rights or content that violates our policies, we will review your request and block infringing content from Soundrop within seven (7) business days.

6. Our Intellectual Property

Soundrop owns and retains all right, title and interest in and to the Services, and all related technology, materials, data, tools, widgets, user activity reports, intellectual property, programming, development and design, including but not limited to the front and backend systems, visual design, internet website, accompanying databases and domains. This Agreement does not transfer any ownership rights in any of the foregoing to you or any third party.

Notwithstanding any material posted or uploaded by users, all of the content on the Soundrop website, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features, designs, trademarks, service marks, trade dress, and logos contained herein (marks), is owned by or licensed to Soundrop, subject to copyright and other intellectual property rights under the law. Content on the website is provided to you on an "as is" basis for your information and personal use only and may not be copied, reproduced, distributed, transmitted, displayed, publicly performed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective rights holders.

7. Our Brand

Soundrop is a registered trademark. The rights granted under these Terms of Use do not include any general right to use the Soundrop marks or logos (collectively, the "Soundrop Marks"). However, we may occasionally provide buttons, logos, and other branding elements featuring certain Soundrop Marks for use in attribution, advertising, promotion, marketing of the Services, available for your use in accordance with the Logo and Brand Guidelines we provide.

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f you decide to use the name "Soundrop" in a written description of the Services, you should capitalize only the "S" in the name ("Soundrop"), and follow the name with a superscript "®" symbol indicating a registered trademark the first time that the name appears in any piece of text.

8. Limitations of Liability

You expressly understand and agree that Soundrop and its subsidiaries, affiliates, officers, agents, employees, partners, and licensees shall not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for losses (even if we have been advised of the possibility of such damages), resulting from:

- The use or the inability to use the Services
- The costs of procurement of substitute goods, services purchased or obtained, or messages received or transactions entered into through or from the Services
- Unauthorized access to or alteration of your transmissions or data
- Statements or conduct of any third party on the Services; or
- Any other matter relating to the Services

9. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICES IS AT YOUR DISCRETION AND RISK. WE DISCLAIM ANY RESPONSIBILITY FOR THE DELETION, THE FAILURE TO STORE, OR FAILED OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL. WE DISCLAIM ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM ACCESSING INFORMATION OR MATERIAL ON THE INTERNET USING SOUNDROP. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

SOUNDROP AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSEES MAKE NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULT THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, AND/OR (V) THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF SOUNDROP IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SOUNDROP INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AUDIO & VIDEO LABS, INC. OR THROUGH OR FROM THE SERVICES SHALL CONSTITUTE LEGAL OR PROFESSIONAL COUNSEL, OR CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

10. Indemnification

You agree to indemnify and hold Soundrop and its subsidiaries, affiliates, officers, agents, employees, partners, and licensees harmless from any claims, losses, damages and expenses, including court costs and reasonable attorney's fees, made by any third party due to or arising out of content you make available through the Services, your use of the Services, your connection to the Services, your violation of these Terms of Use, or your violation of any rights of another party.

11. Additional Important Terms

Assignment. The provisions of this Agreement are solely for the benefit of the parties hereto and not for the benefit of any third parties, except that Soundrop shall have the right to assign this Agreement and/or any of the rights herein and this Agreement shall be binding upon and inure to the benefit of the Soundrop's assignee(s) hereto and their respective successors, assigns and legal representatives.

Mandatory Arbitration. Please read this carefully. It affects your rights. YOU AND SOUNDROP AND EACH OF OUR RESPECTIVE SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, AND PERMITTED ASSIGNS AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SERVICES. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to

very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Please visit www.adr.org for more information about arbitration.

Commencing Arbitration. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate (a "Notice"), or, in the absence of a mailing address provided by you to Soundrop, to you via any other method available to Soundrop, including via e-mail. The Notice to Soundrop should be addressed to: [Soundrop / ATTN: Legal / 9600 NE Cascades Parkway Suite 180 / Portland, OR / 97220] (the "Arbitration Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (the "Demand"). If you and Soundrop do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Soundrop may commence an arbitration proceeding as set forth below or file a claim in small claims court. THE ARBITRATION SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (THE "Rules"), AS MODIFIED BY THIS AGREEMENT. The Rules and AAA forms are available online at www.adr.org or by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. If you are required to pay a filing fee to commence an arbitration against Soundrop, then Soundrop will promptly reimburse you for your confirmed payment of the filing fee upon Soundrop receipt of Notice at the Arbitration Notice Address that you have commenced arbitration along with a receipt evidencing payment of the filing fee, unless your Demand is equal to or greater than \$1,000, in which case you are solely responsible for the payment of the filing fee.

Arbitration Proceeding. The arbitration shall be conducted in the English language. A single independent and impartial arbitrator shall be appointed pursuant to the Rules, as modified herein. You and Soundrop agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (i) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (ii) the arbitration shall not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

No Class Actions. YOU AND SOUNDROP AGREE THAT YOU AND SOUNDROP MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISIO IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS MANDATORY ARBITRATION SECTION SHALL BE NULL AND VOID.

Decision of the Arbitrator. Barring extraordinary circumstances, the arbitrator shall issue their decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator shall be in writing and shall include a statement setting forth the reasons for the disposition of any claim. The arbitrator shall apply the laws of the State of California in conducting the arbitration. You acknowledge that this Agreement and your use of the Site evidences a transaction involving interstate commerce. The United States Federal Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the Mandatory Arbitration clause in this Agreement.

Applicable Law. This Agreement and your use of the Soundrop Services shall be governed by the substantive laws of the State of Oregon without reference to its choice or conflicts of law principles. Only if the Mandatory Arbitration clause is deemed to be null and void, then all disputes arising between you and Soundrop under this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Multnomah County, Oregon, and you and Soundrop hereby submit to the personal jurisdiction and venue of these courts.

Equitable Relief. The foregoing provisions of this Dispute Resolution section do not apply to any claim in which Soundrop seeks equitable relief of any kind. You acknowledge that, in the event of a breach of this Agreement by Soundrop or any third party, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against Soundrop, and your only remedy shall be for monetary damages, subject to the limitations of liability set forth in this Agreement. Claims. You and Soundrop agree that, notwithstanding any other rights the party may have under law or equity, any cause of action arising out of or related to this Agreement, the use of the Site, excluding

a claim for indemnification, must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

Improperly Filed Claims. All claims you bring against Soundrop must be resolved in accordance with the arbitration procedure set forth above. All claims filed or brought contrary to the arbitration procedure set forth above shall be considered improperly filed. Should you file a claim contrary to the arbitration procedure set forth above, Soundrop may recover attorneys' fees and costs up to \$5,000, provided that Soundrop has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

Any questions you may have or requests to discuss an individual account may be sent to support@Soundrop.com.