

# Truly Gifted Music Group Terms & Conditions

*Last Updated: October 30, 2023*

**PLEASE READ THIS TERMS OF SERVICE CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE, INCLUDING THE PURCHASE AND SALE OF MUSIC CONTENT AND OTHER SERVICES WE MAKE AVAILABLE THROUGH THE SERVICE. THESE TERMS REQUIRE YOU ARBITRATE ANY DISPUTES YOU HAVE WITH US AND YOU WAIVE THE ABILITY TO BRING CLAIMS AGAINST US IN A CLASS ACTION FORMAT**

## Introduction

Welcome! The Terms of Service (“Terms”) governs the website [www.TrulyGiftedMG.com](http://www.TrulyGiftedMG.com) (including both mobile and online versions) (the “Site”), including your use of interactive features, applications (“Apps”), content and/or other online services that we own and control and that post a link to these Terms (collectively with the Site, the “Service”), which are made available by Truly Gifted Music Group Inc. (“Truly Gifted Music Group”, “we”, “our” or “us”). By using the Service, you acknowledge and accept the Service’s [Privacy Policy](#) and consent to the collection and use of your data in accordance with our [Privacy Policy](#). Truly Gifted Music Group may, from time to time, provide you with information relating to customers that purchase Your Content, subject to our privacy policy and the preferences of our customers. You may only use, and disclose this information to a third party, for your internal record keeping purposes. You may not disclose any of this information to a third party or use it for any other purpose. In all events, you will comply with the terms of Truly Gifted Music Group’s privacy policy in connection with the customer data provided under this Agreement.

**THIS AGREEMENT, WHEN ACCEPTED BY YOU AFTER YOU CLICK “I AGREE,” WILL CREATE A BINDING AND LEGALLY ENFORCEABLE CONTRACT BETWEEN YOU AND US, WHETHER YOU ARE ACTING IN YOUR INDIVIDUAL CAPACITY OR AS THE AUTHORIZED REPRESENTATIVE FOR AN ARTIST, BAND, GROUP OR CORPORATION, IN WHICH CASE “YOU” SHALL REFER TO THE ARTIST, BAND, GROUP OR CORPORATION ON WHOSE BEHALF YOU ARE ACTING AND AUTHORIZED TO ACT. THEREFORE, PLEASE READ THIS AGREEMENT CAREFULLY AND CONSULT WITH YOUR OWN BUSINESS AND LEGAL ADVISORS BEFORE CLICKING “I AGREE.” THE “EFFECTIVE DATE” OF**

**THIS AGREEMENT IS THE DATE ON WHICH YOU CLICK THE “I AGREE”  
BUTTON BELOW.**

We reserve the right to add, delete and/or modify any of the terms and conditions contained in this Agreement. Notwithstanding the preceding sentence, no modifications to this Agreement will apply to any dispute between you and Truly Gifted Music Group that arose prior to the date of such modification. In the event of substantive changes to the terms of this Agreement, you will be notified by email. If any modification is unacceptable to you, your only recourse is to discontinue use of the Services. Your continued use of the Services following posting of a change notice or new agreement on the Site or notice to you via e-mail, will constitute your binding acceptance of the changes.

**YOU ARE RESPONSIBLE FOR MAINTAINING A VALID E-MAIL ADDRESS ON FILE WITH Truly Gifted Music Group FOR SO LONG AS YOU AVAIL YOURSELF OF ANY SERVICES.**

If You Want to Use the Service,

Then carefully read these entire Terms (including all links to details), as they constitute a written agreement between you and us and they affect your legal rights and obligations. Each time you access and/or use the Service (other than to simply read these Terms), you agree to be bound by and comply with these Terms and any Additional Terms (defined below) then posted. Therefore, do not use the Service if you do not agree.

The business realities associated with operating the Service are such that, without the limitations that are set forth in these Terms, such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and the arbitration of certain disputes – we would not make the Service available to you.

By accessing and/or using the Service, you agree to be bound by these Terms. In some instances, both these Terms and separate guidelines, rules, or terms of use or sale setting forth additional or different terms and/or conditions will apply to your use of the Service or to a service or product offered via the Service (in each such instance, and collectively “Additional Terms”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Additionally, certain features and services made available through the Service from time to time may be governed by different terms of use.

[Linkable Table of Contents](#)

It is important that you read and understand these entire Terms before using the Service. To ease review, each section below includes a brief introductory summary and a link to the full explanation. Please note that the complete provisions, and not the headings or summaries shall govern. You can click on the headings and “More” buttons to be taken to the full explanation. Any capitalized terms have the meanings given to them where defined in the Terms. Below is a high-level description of each major section of these Terms for your convenience.

A. **Content, Ownership, Limited License and Rights of Others**

We only grant you a limited revocable license to use the Service for your own non-commercial use subject to rules and limitations. Music Content (defined below) is subject to different terms as noted in this Section. [More](#)

B. **Service and Content Use Restrictions**

Your use of our Service is subject to various restrictions designed to protect the Service and our users. We may change or discontinue our Service in whole or in part. [More](#)

C. **Terms Applicable to Purchases and/or Subscriptions**

If you make a purchase through the Service (including subscriptions to the Service), these terms apply. [More](#)

D. **Accounts**

You may have the opportunity to open, revise, and close your accounts, subject to certain rules. We may offer you the ability to make choices regarding how and to whom some aspects of your account are used and seen, but these may not be completely effective. [More](#)

E. **Content You Submit and Community Usage Rules**

You grant us a broad license, which we may sublicense, to the content you submit which you represent. You have the right to allow us to use. You, however, retain ownership of and responsibility for, your content. Use of our Service is subject to community usage rules and we have the right to manage our Service to keep its content appropriate. [More](#)

F. **Procedure For Alleging Copyright Infringement**

Users may not post content they do not own or control, and may be suspended or terminated if they do so. Copyright owners may give us notice of infringement by following specific instructions specifically addressed in this Section. [More](#)

G. **Procedure For Alleging Infringement of Other Intellectual Property**

You can also give notice of trademark and other infringements that you think occur on the Service. [More](#)

H. **Notices and Questions**

You agree we may provide you notices, including of new terms and conditions, by posting notice on the home page of the Service, changing the date at the beginning

of these Terms or by other reasonable means that we may elect, such as to the email address you provided. [More](#)

I. **Links by You to the Service**

You may link to our Service, subject to some basic rules. [More](#)

J. **Linked-To Websites; Advertisements; Dealings with Third Parties**

We are not responsible for third parties or their content, advertisement(s), apps, sites, products and/or services. We may make advertisements and third-party content or services available to you on or via our Service, which we do not control. Use caution when dealing with third parties. [More](#)

K. **Wireless Features**

Wireless carrier charges may apply to use of the Service via wireless networks or Devices. [More](#)

L. **Dispute Resolution**

**You agree to arbitrate most disputes and waive jury trial and class actions and to bring many types of claims within one (1) year.** [More](#)

M. **Disclaimer of Representations and Warranties**

We disclaim warranties to the extent permitted by applicable law, and provide the Service “As Is”. [More](#)

N. **Limitations of our Liability**

Our liability is greatly limited. [More](#)

O. **Updates to Terms**

These Terms and Additional Terms posted on the Service at each time of use apply to that use, and the Terms may be prospectively updated as our Service evolves. Posting of new Terms on the Service is notice to you thereof. [More](#)

P. **General Provisions**

You agree to various other terms and conditions, which you should read here, regarding: **(1) Truly Gifted Music Group’s Consent or Approval; (2) Relationship of the Parties; (3) Entire Agreement; (4) Binding Effect ; (5) Rights Cumulative; (6) No Third Party Beneficiaries; (7) Headings; (8) Assignment ; (9) Indemnity ; (10) Operation of Service; Availability of Products and Services; International Issues ; (11) Severability; Interpretation; (12) Communications; (13) Investigations; Cooperation with Law Enforcement; Termination; Survival ; (14) Assignment; (15) No Waiver; and (16) Connectivity.** [More](#)

Q. **Terms Applicable For Apple Device Users**

There are some other things you should know if you are accessing or using our App through an Apple Device. [More](#)

## **A. Content, Ownership, Limited License and Rights of Others**

### **1. Content**

The Service contains a variety of: (i) materials and other items relating to Truly Gifted Music Group, and its products and services, and similar items from our licensors and other third parties, including all layout, information, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material (including source and object code); (ii) trademarks, trade dress, logos, trade names, service marks, and/or trade identities of various parties, including those of Truly Gifted Music Group (collectively, “Trademarks”); and (iii) other forms of intellectual property (all of the foregoing but excluding Music Content (defined below), collectively, “Content”).

### **2. Ownership**

The Service (including past, present, and future versions) and the Content are owned or controlled by Truly Gifted Music Group, our licensors and/or certain other third parties. All right, title, and interest in and to the Content available via the Service is the property of Truly Gifted Music Group or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent, and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. Truly Gifted Music Group owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

### **3. Limited License to Content**

Subject to your strict compliance with these Terms (including payment of a subscription fee) (defined below) and any Additional Terms, excluding Music Content (defined below), Truly Gifted Music Group grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to: (i) download (temporary storage only), display, view, use, play, and/or print one copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a “Device”) for your personal, non-commercial use only. The foregoing limited license: (i)

does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Truly Gifted Music Group's sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content, subject to certain Additional Terms.

**4. Rights to Music Content**

The Service contains a cloud-based technology platform (the "Platform") that enables users ("Licensors") of the Service to license to other users of the Service ("Licensees"), for agreed-upon compensation, certain sound recordings (each individually, a "Master" and collectively, the "Masters") and underlying musical compositions embodied therein (each individually, a "Composition" and collectively, the "Compositions") for the purpose of possible embodiment ("Sample", "Sampling") in other derivative master recordings (each, a "Derivative Master") and underlying derivative musical compositions (each, a "Derivative Composition"). Masters, Compositions, Derivative Masters, and Derivative Compositions shall be collectively referred to hereunder as "Music Content".

Notwithstanding anything to the contrary contained herein, where applicable, one (1) or more separate agreement(s) between Licensors, on the one hand, and Licensees, on the other hand (each, an "Outside Agreement"), shall control the licensing of any Music Content licensed by Licensors to Licensees on the Service. For the avoidance of doubt, Truly Gifted Music Group does not grant any licenses or other rights to any users of the Service with respect to Music Content other than as specifically set forth hereunder, and any and all further rights shall be governed by the terms of Outside Agreement(s), if any.

**5. Rights Granted to Truly Gifted Music Group by Licensors.**

g. For good and valuable consideration, Licensors grant to Truly Gifted Music Group a license, for so long as Licensors choose to host the applicable Music Content (subject to the terms of any Outside Agreement[s]), to:

i. Host, reproduce, distribute, make available for download and/or perform (publicly or otherwise) all Masters and Compositions on the Platform, including full-length versions of sound recordings ("Clips") that can be used for promotional purposes as authorized herein and,

- if necessary, reproducing Your Content in new Physical Product;
- ii. Publicly perform, publicly display, communicate to the public, and otherwise make available Your Content, and Clips, by means of digital audio transmissions (on an interactive or non interactive basis) through the Website, a Licensee website, or via a Truly Gifted Music Group Widget you or any person authorized by you may place on any website, to identify the availability of Your Content for license, sale or distribution and to promote Your Content, on a through-to-the-listener basis, without the payment of any fees or royalties to (i) the songwriters, composers, or music publishers owning any rights in and to Your Content; (ii) any performing artist(s) (including non-featured vocalists and musicians) on Your Content; (iii) any other person involved in the creation of or owning any portion of Your Content, including, but not limited to a record label, and (iv) any agents for any of the foregoing, including, without limitation, performing rights organizations (“**PROs**”) and unions or guilds, whether U.S.-based (such as ASCAP, BMI, SESAC, SoundExchange, AFTRA and AFM) or foreign (e.g., PRS for Music, PPL, CMRRA, CSI, GEMA, etc.);
  - iii. Distribute Your Content in accordance with any applicable Addendum;
  - iv. Place or embed Your Content in magazines, web sites, Truly Gifted Music Group’s advertisements, and any and all other media, whether now known or hereafter developed, but specifically excluding television and movies, to promote the Truly Gifted Music Group’s Service;

- v. Use and distribute Copyright Management Information as embodied in a Digital Master of Your Content;
- vi. Use Your Content and metadata as may be reasonably necessary or desirable for us to exercise our rights under this Agreement;
- vii. Reproduce, distribute, and publicly perform and communicate to the public Your Content (including Clips) as part of a downloaded program that may include multiple sound recordings and other content, commonly known as a “podcast;” and
- viii. Authorize our Licensees to perform any one or more of the activities specified above or in an applicable Addendum;
- ix. Grant to Licensees, subject to the terms of any Outside Agreement, the exclusive or non-exclusive right, privilege and license to download, copy, reproduce, Sample and otherwise edit, alter, couple, synchronize and/or otherwise embody the Masters (together with the applicable underlying including the Composition(s) embodied therein) into Derivative Masters and Derivative Compositions, subject to and in accordance with these Terms;
- x. Broadcast, stream and/or perform (publicly or otherwise) the Masters and/or Compositions in any and all media in connection with the advertisement and promotion of the Masters, Compositions and/or the Platform;
- xi. Use, publish and display Licensor’s name, approved image, approved likeness and approved biographical materials (provided that any materials or information provided by Licensees are deemed approved) in any and all media in connection with the advertisement and promotion of the Masters, Compositions and/or the Platform; and



- xii. License any of the rights granted to Truly Gifted Music Group hereunder to third parties as reasonably necessary to perform its obligations hereunder or to otherwise effectuate the purpose of these Terms.
- h. The rights granted pursuant to this Section 1 with respect to each Master (and the applicable corresponding underlying Composition) shall be non-exclusive to Truly Gifted Music Group, subject to the terms of any Outside Agreement(s). For the avoidance of doubt, it is hereby acknowledged and agreed that the terms of any Outside Agreement(s) may continue for a duration longer than the rights granted to Truly Gifted Music Group hereunder.
- i. Licensor hereby represents and warrants: (1) there are and there shall be no liens, encumbrances or other charges against the Master(s) and/or the Composition(s), including, without limitation, any Samples incorporated therein by Licensor and/or any third party engaged by Licensor; (2) no selections, materials, ideas, or other properties furnished by Licensor and embodied or contained in the Master(s) or the Composition(s), nor the exercise by Truly Gifted Music Group of any of its rights hereunder, will violate or infringe upon any law or statutory right of any third party; (3) Licensor has the full right, power and authority to agree to these Terms, grant the rights conveyed to Truly Gifted Music Group hereunder, and perform Licensor's material terms and obligations hereunder; and (4) Licensor has not entered into and shall not enter into to any agreement with any third-party record company, distributor, music publisher, or any other person or entity that would conflict, inhibit, restrict or impair the rights granted to Truly Gifted Music Group hereunder or the performance of Licensor's obligations under these Terms.
- j. Licensee hereby represents and warrants that the use or other exploitation of Your Content, including, but not limited to, any musical works embodied in your sound recordings, by us and our Licensees as contemplated by this Agreement will not infringe or violate the rights of any third party, including, without limitation, any privacy

rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

- k. Licensee hereby represents and warrants that no selections, materials, ideas, or other properties furnished by Licensee and embodied or contained in any Derivative Master(s) or Derivative Composition(s), nor the exercise by Truly Gifted Music Group of any of its rights hereunder, will violate or infringe upon any law or statutory right of any third party, including without limitation copyright, trademark right or right of publicity or privacy.
- l. Licensee hereby represents and warrants to the extent you are the songwriter of any or all of the musical works embodied in Your Content, whether in whole or in part (e.g., as a co-writer), you have the full right, power, and authority to grant the rights set forth in this Agreement notwithstanding the provisions of any agreement you may have entered into with any PRO, whether based in the United States or elsewhere, or any music publisher, and that you are solely responsible for taking all steps necessary to inform such PRO or music publisher of your grant of a royalty free license to us and our Licensees for the public performance and communication to the public of Your Content, including as Clips, and that no fees or payments of any kind whatsoever shall be due to any PRO or music publisher for the use of the musical works in Your Content when publicly performed, communicated or otherwise transmitted by Truly Gifted Music Group or its Licensees.
- m. Licensee hereby represents and warrants you have not assigned any of the rights in an to the sound recordings embodied in Your Content to any third party (e.g., a record label) that obtained exclusive rights in and to such sound recordings.
- n. Licensee hereby represents and warrants that if it is ever determined that you have acted contrary to any other agreements you have in place, you shall cause any and all of your respective PRO (Performing Rights Organizations), CMOs (Collective Management Organization), publishing administrators, agents, Entities, their parent company and subsidiaries, or their respective employees, officers, directors, members, managers, shareholders, agents,

vendors, licensors, licensees, contractors, customers, successors, and assigns, as applicable, to license to Truly Gifted Music Group and/or Truly Gifted Music Group's publishing administrators, agents, Truly Gifted Music Group's parent company and subsidiaries, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns the rights in any of the Composition pursuant to the terms and conditions of this agreement. Licensee shall issue or shall cause the necessary above parties in this paragraph) to issue a non-exclusive, worldwide, and perpetual royalty-free licenses for use of the Composition in connection with any Master(s), Composition(s), Derivative Master(s) and/or Derivative Composition(s) hereunder, including, without limitation, any unauthorized commercial exploitation thereof.

- o. Licensors and Licensee hereby forever release and covenant not to sue Truly Gifted Music Group and/or any of the Truly Gifted Music Group Parties from any and all claims arising out of or in connection with any act or omission of any third party in connection with any Master(s), Composition(s), Derivative Master(s) and/or Derivative Composition(s) hereunder, including, without limitation, any unauthorized commercial exploitation thereof.
- p. **YOU UNDERSTAND AND AGREE THAT Truly Gifted Music Group IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN LICENSORS AND LICENSEE. YOU ACKNOWLEDGE THAT UNLESS EXPRESSLY SET FORTH ON THE SERVICE AS PART OF A SUBSCRIPTION OFFERING, Truly Gifted Music Group DOES NOT LICENSE MUSIC CONTENT DIRECTLY OR FUNCTION AS MUSIC LICENSING COMPANY. THE SERVICE MAY BE USED BY LICENSORS AND LICENSEES TO LICENSE OR OBTAIN A LICENSE TO MUSIC CONTENT FOR DEVELOPMENT OF DERIVATIVE COMPOSITIONS, BUT YOU AGREE THAT Truly Gifted Music Group HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY MUSIC CONTENT LICENSED THROUGH THE USE OF**

**THE SERVICE, OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. Truly Gifted Music Group HAS NO CONTROL OVER THE CONDUCT OF LICENSORS, LICENSEES, AND OTHER USERS OF THE SITE AND SERVICE OR ANY MUSIC CONTENT, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW. Truly Gifted Music Group DOES NOT GUARANTEE THE MUSIC CONTENT MADE AVAILABLE ON THE SERVICE BY LICENSORS IS CLEAR FROM A RIGHTS USE PERSPECTIVE AND SUCH MUSIC CONTENT MAY INFRINGE THIRD PARTY RIGHTS. IT IS SOLELY A LICENSEE'S RESPONSIBILITY TO DETERMINE IF ANY MUSIC CONTENT WILL MEET THE LICENSEE'S NEEDS AND EXPECTATIONS. Truly Gifted Music Group WILL NOT PARTICIPATE IN DISPUTES BETWEEN LICENSORS AND LICENSEES. Truly Gifted Music Group SHALL NOT HAVE ANY LIABILITY ARISING FROM OR IN ANY WAY RELATED TO ANY TRANSACTIONS OR RELATIONSHIP BETWEEN LICENSORS AND LICENSEES.**

**6. Term**

- g. The term of this Agreement will commence on the Effective Date and will continue, unless and until terminated by either you or us, upon twenty-four (24) hours written notice (the "Term"), which notice, if sent by (a) Truly Gifted Music Group, may be sent to you at the last e-mail address you provided to Truly Gifted Music Group and (b) you to Truly Gifted Music Group, must be sent only to the following e-mail address: support@TrulyGiftedMG.com with the following information: (a) your username; (b) the e-mail address associated with your Account; (c) all album titles for which you are requesting termination; and (d) which Services you are terminating (e.g., Marketplace Services, Digital Distribution, Publishing Administration and/or Sync Distribution). Any termination notice provided by you pursuant to this section shall be permanent and irreversible.

Notwithstanding anything to the contrary herein, Truly Gifted Music Group, may at any time in its sole discretion, with or without notice to you: (i)suspend or limit your access to or your use of the Services and/or (ii)suspend or limit your access to your Account.

- h. Truly Gifted Music Group is not responsible and has no liability for any delays of our Licensees in removing Your Content from any websites or services owned or operated by such Licensees. You shall remain solely responsible for enforcing the removal of Your Content from our Licensees' websites and services in the event such Licensees fail to remove Your Content following receipt of a Takedown Notice or following the termination of any rights granted to such Licensees by Truly Gifted Music Group; provided, however, that Truly Gifted Music Group may, in its sole and absolute discretion, continue to assist you to effectuate the removal of Your Content from Licensees' websites and services. Truly Gifted Music Group may, but need not, provide you with notice in the event Truly Gifted Music Group terminates or allows to expire any authorizations previously granted to a Licensee for the distribution of Your Content. Nothing in this Agreement shall limit any remedies you may have at law or in equity against any Licensee that is using Your Content in violation of the terms of any license granted to such Licensee by you or TrulyGiftedMG.**
- i. The expiration or termination of the Agreement will not relieve either you or us from our respective obligations incurred prior to the effective date of your termination of the Agreement. In addition, provisions of this Agreement intended to survive the termination of this Agreement shall survive termination, including, but not limited to, the Indemnification, Disclaimers, Limitation of Liability; Basis of the Bargain, and General Provisions.

## **7. Payments to You**

- g. Pricing the Sale of Your Content and Obligations.**  
Except as otherwise set forth in an Addendum, you will have the discretion to set the pricing for the sale of Your Content on the Website. Notwithstanding the foregoing,

Truly Gifted Music Group and its distributors and partners may set pricing differently for third-party websites than for the Website, including, by way of example and not limitation, to cover additional costs or to provide discounts for promotions. You will also be subject to additional set up fees and charges as more fully explained on the Website, including, but not limited to, fees for Truly Gifted Music Group administering mechanical royalties for the reproduction and distribution of musical works (as applicable), as such fees and charges may be updated by Truly Gifted Music Group from time to time, and you are responsible for reviewing those fees and charges. Your acceptance of this Agreement is an acceptance of the Truly Gifted Music Group's fees and charges as set forth in this Agreement and on the Website, each as revised by Truly Gifted Music Group from time to time as set forth in this Agreement. As a Seller, you are responsible for the following to include, but not limited to: (i) delivering the products/services; and (ii) identifying and complying with any copyright restrictions with respect to the sale of your Content.

- h. Truly Gifted Music Group uses third parties to facilitate the receipt of payments from purchasers of Your Content and to forward those payments to You, net of fees, charges, taxes, duties, VAT and other amounts allowed under this Agreement or required by applicable law. You hereby appoint us as your agent/merchant of record to deliver information and instructions on your behalf to any third party processor ("Third Party Processor") with which we contract. Notwithstanding any terms to the contrary in this Agreement, to the extent in the course of providing the Services any funds are placed in an account in Truly Gifted Music Group's possession, custody or control, You hereby appoint Truly Gifted Music Group as Your non-exclusive authorized agent for the limited purpose of accepting on Your behalf payments from Truly Gifted Music Group customers for Your Content and other amounts owed to You. You agree that amounts paid to Truly Gifted Music Group or to Truly Gifted Music Group Third Party Processors shall be considered payment to You, which

payments satisfy and extinguish the payment obligations of those customers to you as if the customers had paid you directly. In this regard, Truly Gifted Music Group and its Third Party Processors acts in the capacity as “agent of the payee” for You. You acknowledge and agree that Truly Gifted Music Group is not a bank, a payment institution, or money services business. You may be required to enter into Terms of Service and to agree to Privacy Policies of our Third Party Processors. Those Terms of Service and Privacy Policies apply to the processing of payments for Your Content.

- i. We reserve the right to change the Third Party Processors at any time.
- ii. You are solely responsible for the security of your user login and password for the Third Party Processors’ systems. You must not permit any unauthorized third party to access any such accounts.
- iii. In order to receive the Services under this Agreement you must agree to be paid in the manner(s) offered by the Third Party Processors. You assume sole and exclusive responsibility for Your interactions with Third Party Processors and for Transactions to the extent within your control. You are solely responsible for verifying the identity of customers and of the eligibility of each Customer who attempts to and/or purchases your products and services, and Truly Gifted Music Group does not guarantee or assume any liability for Transactions authorized and/or completed that may later be reversed or charged back. You are solely responsible for all refunds, reversed or charged back transactions, and fees regardless of the reason for, or timing of the reversal or chargeback. Truly Gifted Music Group or the Payment Third Party Processor may add or remove one or more types of Payment Networks or Cards, in their sole discretion, at any time, without prior

notice to you. You hereby indemnify and hold Truly Gifted Music Group and its associated third parties harmless from and against any and all liability related to any refunds, chargebacks, and/or fees in respect thereof. Truly Gifted Music Group reserves the right to deduct any monies owed to Truly Gifted Music Group hereunder, from any available balances that may be owed to you, or withhold any available balances that may be owed to you until Truly Gifted Music Group is compensated or reimbursed for any refunds, chargebacks, and/or fees.

- iv. Truly Gifted Music Group will use its commercially reasonable efforts to provide you with customer support to help resolve issues relating to Your Transactions. Truly Gifted Music Group will provide reasonable assistance in liaising between you and the Third Party Processor. You assume sole and exclusive responsibility for providing customer service or support to your customers for any and all issues related to your products and services, including, but not limited to, issues arising from the processing of Transactions.
- v. You have sole and exclusive responsibility to determine what, if any, taxes apply to the sale of your goods and services and/or the payments you receive in connection with Transactions (“Taxes”). It is solely your responsibility to assess, collect, report, or remit the correct Taxes to the proper tax authority, whether in customers’ jurisdictions, your jurisdiction or elsewhere. We are not obligated to determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority, arising from any Transaction. Truly Gifted Music Group retains the right, but not the obligation, at its sole discretion, to calculate, collect, report, or remit any Taxes to



any tax authority, to complete and file tax or related reports with tax authorities regarding Transactions in those jurisdictions where Truly Gifted Music Group deems such reporting necessary. You hereby indemnify and hold Truly Gifted Music Group harmless from and against any and all liability related to Taxes and filings made by Truly Gifted Music Group in respect thereof. If You believe Truly Gifted Music Group has erroneously calculated, charged, collected or remitted any Taxes in error You must promptly notify us (at [support@TrulyGiftedMG.com](mailto:support@TrulyGiftedMG.com)) in writing detailing the errors. If we determine to provide You with statements regarding Your Taxes, You agree to receive all statements regarding Your Taxes in an electronic format and acknowledge that paper tax statements will not be provided. When possible, Truly Gifted Music Group will notify You when an electronic statement is available by posting a notice in Your Account or emailing it to the email address listed in Your Account.

- vi. You agree to refrain from surcharging any purchases of Your Content without the express written permission of Truly Gifted Music Group and the applicable Third Party Processor.
- vii. You acknowledge that we will use third party financial institutions and financial service providers to hold balances for our users until balances are sufficient to justify the cost of paying your revenues to You. Your balance is not insured by the Federal Deposit Insurance Corporation. Prior to disbursing funds to you, your balance may be combined in accounts with the funds of other users of the Services (or of similar services we offer). You will not receive interest or any other earnings on your Balance.

- viii. In accordance with the Truly Gifted Music Group Privacy Policy, Truly Gifted Music Group cannot guarantee or warrant that unauthorized third parties will never be able to defeat the measures in place for Transactions or use your personal information for improper purposes. Despite Truly Gifted Music Group's commercially reasonable efforts to ensure that third parties will not access or obtain your Personal Information through your use of the Website, complete confidentiality and security cannot currently be guaranteed on the Internet or the World Wide Web. Communication via the Internet may be subject to interception, loss, or alteration. You acknowledge and agree that Truly Gifted Music Group cannot be held responsible for losses resulting from the transmission of confidential information or Personal Information over the Internet and that use of our Website, Services and our Third Party Processors' services is at your own risk.
- ix. You assume full responsibility for the security of data or any information otherwise in your possession or control. You agree to comply with all applicable laws and rules in connection with your collection, security, and dissemination of any personal, financial, Card, or Transaction information (collectively, "Data"), and as pertains to your customers. It is your responsibility to comply with these standards and all applicable Payment Network Rules.
- x. If Truly Gifted Music Group believes that a security breach, personal data breach, or other compromise of data may have occurred, Truly Gifted Music Group may require you to have a third-party auditor that is approved by Truly Gifted Music Group conduct a security audit of your systems and facilities and issue a report to be provided to Truly Gifted Music Group and,

at Truly Gifted Music Group's discretion, to the Third Party Processor, its Financial Services Providers, Payment Networks, and law enforcement, at your sole cost and expense.

- xi. Your privacy and the protection of your Data are very important to Truly Gifted Music Group. You acknowledge that you have received, read in full, and agree with the terms of our Terms of Service, Privacy Policy, CCPA Policy, GDPR Policy, Cookies Policy, and Do Not Sell My Personal Info Policy ("Truly Gifted Music Group Website Policies"). The Truly Gifted Music Group Website Policies are hereby incorporated into this Agreement. Truly Gifted Music Group Website Policies are important information about the collection, use, retention, and disclosure of personal information, as well as other important matters, and explains how and for what purposes we collect, use, retain, disclose and safeguard the information you provide to us. You agree that Truly Gifted Music Group's Website Policies may be modified at Truly Gifted Music Group's discretion, and that you will check the Truly Gifted Music Group Website Policies on a regular basis. We will provide you with reasonable cooperation and assistance in relation to any complaint or request made in respect of any personal data processed by us on your behalf, including by providing you with details of the complaint or request, helping you to comply with any data subject access requests (within the relevant timescales set out in applicable data protection legislation), and providing you with any personal data we hold in relation to a person making a complaint or request (again, within a reasonable timescale). Any modification of the Truly Gifted Music

Group Website Policies will become effective upon the earlier of posting it to our Website or otherwise communicating it to you, and you will be deemed to accept the modification if you use the Truly Gifted Music Group Platform after such modification has been posted. If you do not accept a change to this Agreement, the Specifications, or the Truly Gifted Music Group Materials, your sole remedy is to contact us support@TrulyGiftedMG.com and close your account.

- xii. You acknowledge that we are relying on you for direction as to the extent to which we are entitled to use and process any Data that you provide us with. Consequently, we will not be liable for any claim brought by a data subject arising from any action or omission by us, to the extent that such action or omission resulted from your instruction.
- xiii. You consent to the exchange of your information between the account you have established through the Truly Gifted Music Group Platform (“Account”) and with any information, whether confidential or personal, that is associated with Your Account, as established under this Agreement. Truly Gifted Music Group will collect and comingle such information and refer to such together in this Agreement as the “Account Information”.
- xiv. In the event that you are located in the U.K. or the European Economic Area that data will be processed in accordance with our applicable portion of the Truly Gifted Music Group Website Policies. As part of providing the Services to You, this personal data may be transferred to other regions, including, but not limited to, Canada and the United States. Additionally, in order to process, use, record, and disclose your personal information,

information related to your business, and Data, we or our agents may transfer such information to and receive it from the Third Party Processors, Financial Services Providers, or their respective agents and, in so doing, we may transmit or possess it outside of your jurisdiction.

- xv. In addition to our Third Party Processors, we may use a variety of third party “sub-processors” that fall into many broad categories—for example, we use sub-processors to help us: (i) protect you and Truly Gifted Music Group from potentially risky transactions, security threats, or fraud; (ii) perform administrative tasks; (iii) deliver portions of the Services (e.g., third parties that work with us to actually process payments); (iv) develop and improve our products and Website; (v) generate analytics or other information relating to the Services and Your Account; and, (vi) build our technical infrastructure (e.g., using cloud storage providers or information security vendors). By using one of our Third Party Processors to receive payment, you consent to our use of sub-processors, which is described in more detail in our Privacy Policy.
- xvi. You represent to us that you are in compliance with all applicable privacy laws and that you will not violate any of the aforementioned privacy laws or Truly Gifted Music Group Website Policies. You represent that we will not be in breach of any such laws by collecting, receiving, using, submitting and disclosing such information in connection with our Services as described in our Privacy Policy.
- xvii. If you receive information about others, including cardholders and other customers, through the use of our Services, you must keep

such information confidential and only use it in connection with our Services or as otherwise permitted by the subject of such information.

xviii. You may not disclose or distribute any such information to a third party or use any such information for marketing purposes unless you receive the express consent of the subject thereof to do so. You may not disclose Cardholder Data to any third party other than in connection with processing a transaction requested by your customer, unless you receive express consent.

xix. You are required to obey all laws, rules, and regulations applicable to your use of our Services (e.g., including those governing financial services, consumer protections, anti-money laundering, unfair competition, anti-discrimination, intellectual property laws, or false advertising). In addition to any other requirements or restrictions set forth in this Agreement, you shall not: (i) submit any Transaction for processing that does not arise from your sale of goods or service to a customer; (ii) use our Services or our Third Party Processors' services to facilitate the sale, license, or use of any good, service, or intellectual property, which you do not 100% own or have been duly authorized to use (iii) act as a payment intermediary or aggregator or otherwise resell our Services or our Third Party Processors' services as a service; (iii) send what you believe to be potentially fraudulent authorizations or fraudulent Transactions; (iv) use the Services in a manner that could be considered to be of an abuse any Payment Network or a violation of any Payment Network Rules; (v) work around any of the technical limitations of the Services; (vi) use any tool to enable features or functionalities that are otherwise disabled in

the Services or decompile, disassemble, or otherwise reverse engineer the Services; or, (vii) otherwise use the Services except as expressly allowed under this Agreement.

xx. We reserve the right to not provide access to our Third Party Processors services in respect of any transaction that we believe, in our sole discretion, is in violation of this Agreement, the Truly Gifted Music Group Website Policies, or any other Truly Gifted Music Group Agreement with any third party to help facilitate the processing of your payment, or exposes you, Truly Gifted Music Group, the Third Party Processor, or any other third party to actual or potential risk or harm, including, but not limited to, fraud and other criminal acts. You are hereby granting us authorization to share information with law enforcement, or any necessary third party about you, your transactions, or any personal and/or confidential information within and/or related to your Account.

xxi. You agree that Truly Gifted Music Group can provide disclosures and notices, including tax forms, that we deem appropriate regarding to you by posting such disclosures and notices anywhere on the Truly Gifted Music Group website, updating this Agreement, emailing them to the email address listed in your Account, or mailing them to the address listed in your Account. You also agree that electronic disclosures and notices have the same meaning and effect as if we had provided you with a paper copy. Such disclosures and notices shall be considered to be received by you within twenty-four (24) hours of the time it is posted to your Account, or emailed to you, unless we receive notice that the email was not delivered. We may use automated telephone dialing, text messaging systems, and email to provide

messages to you about the Services. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or another party. These messages may also be recorded by your answering machine or voicemail. You give us permission to call or send a text message to any telephone number that you have given us and to play pre-recorded messages or send text messages with information about this Agreement or your Account over the phone. You agree that we will not be liable to you for any such calls or electronic communications even if information is communicated to an unintended recipient. You understand that when you receive such calls or electronic communications you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services. You agree that we have no liability for such charges. You agree to immediately notify us if you change telephone numbers or are otherwise no longer the subscriber or customary user of a telephone number or email address you have previously provided to us.

i. Using the Services

- i. To use the Services, you are required to register with us and obtain an Account. The Services may vary depending on where You reside. We prefer that each seller have a PayPal Account if PayPal Accounts are available in their country of residence. Third Party Processors that assist with payments may vary from country to country. The Services are made available only where allowed under applicable law and only to persons with a valid email address, with an Account, that use the Truly Gifted Music Group Platform in accordance with the Truly Gifted Music Group



Website Policies and that are at least 18 years old or other age of majority in their state or country of residence or have the appropriate consent from their parent/guardian. You may not use the Services in any way other than as allowed under this Agreement or the Truly Gifted Music Group Website Policies, or in any way that would violate this Agreement, or the Truly Gifted Music Group Website Policies. When you register for an Account, we shall have the right to collect information such as your name, your business or trade name, your address, email, phone number, business identification or registration number, tax information, tax form information, and other information that we require. We shall have the right to collect personal information (including, but not limited to your name, birthdate, and government-issued identification number) about you and any affiliated third party and/or Company, and any other information that we require.

- ii. You may register as an individual. If you register as a corporation or other legal entity, you must be authorized to act on behalf of such entity, have the authority to bind the entity to this Agreement, and you must agree to this Agreement on behalf of such entity. If you are so authorized and have so agreed, the terms “You” or “Your” will mean You, the natural person acting as a business, if you are an individual or a sole proprietor, or if you have registered as a corporation or other legal entity, it will mean that person, proprietorship or entity. You understand that by registering for an Account, you are potentially also registering for an Account under the Third Party Processor’s Terms and that you are simultaneously providing your information to

Truly Gifted Music Group for the purpose of helping facilitate your use of the Services.

- iii. As part of your registration, you must provide the name under which you do business (which may be the business' legal name or a "doing business name"), your name, your site URL, username, or other relevant information may appear in your customers' credit or debit card statements. To avoid customer confusion and transaction disputes it is important that you enter a description that clearly identifies your business. You hereby agree to indemnify us from any costs, liabilities, losses, or expenses from disputes due to your failure to do so.
- iv. To verify your identity, we may require additional information, including your relevant account information, email address, address, identification numbers, telephone number, two-factor authentication codes, tax information, your government issued identification and, if applicable, your date of birth. We may also ask for additional information to help verify your identity and assess your business risk, including, but not limited, to business invoices, any licensing information, copyright registrations, trademark registrations, proof of uploads intellectual property, proof of creation of intellectual property, a driver's license or other government issued identification, for you or for any of the affiliated parties. Additionally, we may ask you for your financial information. Your failure to comply with any of these requests within forty-eight (48) hours may result in suspension or termination of your Account and your denial of access to the Services. You authorize us to retrieve additional information about you from third parties and other identification services. We reserve the right to hold funds and/or balances

associated with your Account while awaiting the information requested above. After we have collected and verified all your information, we will review your account and determine if you are eligible to use the Services or to receive any held funds, and/or balances associated with your Account. We may notify you in the event that you are ineligible to use the Services, to have an Account, or to receive any funds and/or balances associated with your Account. In the event that Truly Gifted Music Group determines that you are ineligible to receive any funds and/or balances associated with your Account, we shall have the right to withhold such funds for an indefinite period of time until we make a legal determination of how such funds should be disbursed. In the event that we determine in our sole discretion that such balances and/or funds should not be paid out to You, then Truly Gifted Music Group shall have the right to not pay out such balances and or funds to you associated with your Account or your transactions related to the Services. You hereby indemnify and hold Truly Gifted Music Group harmless from and against any and all liability related to any decision related to the termination or suspension of your Account, the termination or suspension of your access to the Services, and Truly Gifted Music Group determination to withhold or to not pay any balances and/or funds associated with your Account, or any balances and/or funds associated with your use of the Services hereunder. For more information, please contact [support@TrulyGiftedMG.com](mailto:support@TrulyGiftedMG.com)

- v. By accepting the terms of this Agreement, you are providing us with authorization to retrieve information about you from third parties, including, but not limited to credit bureaus,

KYC and AML Service Providers, and other information providers. You acknowledge that such information retrieved may include, but not be limited to your name, address history, credit history, and other data about you. We may periodically update this information to determine whether you continue to meet the eligibility requirements for an Account, or to have access to the Services.

- vi. You agree that Truly Gifted Music Group is permitted to contact and share information about you, your Account, and your use of the Services with the Third Party Processor and other third parties in order to perform the services as discussed herein. This includes, but is not limited to sharing information: (i) about transactions for regulatory or compliance purposes; (ii) for use in connection with the management and maintenance of the Services; (iii) to create and update our and their customer records about you; and to assist us and them in better serving you; and (iv) to conduct any risk management processes.
- vii. When registering for an Account, you must identify the location where you are located. By registering for an Account and using the Services, you are confirming that you are either a legal resident of the country identified in your registration or you are duly established and, if necessary/applicable, registered or licensed as a business entity authorized to conduct business in your country of residence. By accepting these Terms, you confirm that you will continue to satisfy these requirements and update your registration information with us promptly upon any change.
- viii. The Terms contained herein apply to all transactions initiated on or after the Effective Date of this version of the Truly Gifted Music Group Terms of Service. For transactions

initiated prior to Effective Date, the previous versions of the Terms shall apply.

- ix. The following categories of businesses and business practices are prohibited from using the Services (“Prohibited Businesses”). Prohibited Business categories may be imposed by law or through Payment Network Rules, by Truly Gifted Music Group, or the requirements of any Third Party Processors, or any Financial Services Providers. The types of businesses listed below are representative but not exhaustive. If you are uncertain as to whether your business is a Prohibited Business or have questions about how these requirements apply to you, please contact us at [support@TrulyGiftedMG.com](mailto:support@TrulyGiftedMG.com). We may add to or update the Prohibited Business list at any time. The prohibited uses include, but are not limited to investment and credit services, money services, accounting services, legal services, cryptocurrency, NFTs, virtual currency or stored value, adult content and adult services, counterfeit or unauthorized goods, gambling, Intellectual Property Infringement, Privacy Rights Infringement, Trademark Infringement, Proprietary Rights Infringement, regulated or illegal products or services, in violation of any local, state, and or federal sanctions, drug sales, drug paraphernalia, money laundering, high risk businesses, multi-level marketing, pharmaceuticals, get rich quick schemes, No-value-added services, or use of your Account or the Services in a manner inconsistent with its intended use or as expressly prohibited herein. Your failure to comply with any of this section may result in suspension or termination of your Account and your denial of access to the Services. You authorize us to retrieve additional information

about you from third parties and to investigate your use of Your Account and the Services. We reserve the right to hold funds and/or balances in your Account while undergoing our investigation. After we have collected and verified all your information and concluded our investigation, we will review your account and determine if you are eligible to use the Services or to receive any held funds, and/or balances associated with your Truly Gifted Music Group Account. We may notify you in the event that you are ineligible to use the Services, to have an Account, or to receive any funds and/or balances associated with your Account. In the event that Truly Gifted Music Group determines that you are ineligible to receive any funds and/or balances associated with your Account, we shall have the right to withhold such funds for an indefinite period of time until we make a legal determination of how such funds should be disbursed. In the event that we determine in our sole discretion that such balances and/or funds should not be paid out to you, then Truly Gifted Music Group shall have the right to not pay out such balances and or funds to you associated with your Account or your transactions related to the Services. You hereby indemnify and hold Truly Gifted Music Group harmless from and against any and all liability related to any decision related to the termination or suspension of your Account, the termination or suspension of your access to the Services, and Truly Gifted Music Group's determination to withhold or to not pay any balances and/or funds associated with your Account, or any balances and/or funds your use of the Services hereunder.

- j. Processing Buyer Transactions and Receiving Your Funds as a Seller

- i. As a buyer, and for any transaction connected to or that utilizes the Truly Gifted Music Group Marketplace, You agree to pay a twelve percent (12%) Marketplace Fee (the “Marketplace Fee(s)”) in connection with your purchase of any goods or services on the Truly Gifted Music Group Platform. The Seller of the goods or services connected to your transaction may, in their sole discretion, opt to pay all or part of the Marketplace Fee on your behalf.**

**As a Seller, if you select to be responsible for any part of the Marketplace Fee for any of your buyers’ transactions connected to the Truly Gifted Music Group Marketplace, or that utilize the Truly Gifted Music Group Marketplace, You agree to pay a twelve percent (12%) Marketplace Fee (the “Marketplace Fee(s)”), or any portion of the Marketplace Fee that you select to pay.**

**The Marketplace Fee may be modified at Truly Gifted Music Group’s sole discretion at any time upon notice to you by email, which notice will be effective when made except as otherwise provided by applicable law. Marketplace Fees shall be calculated at the time of checkout and shall be non-refundable. Marketplace Fees shall be collected by the Third Party Processor in accordance with these Terms of Service, or by such other means as we may prescribe from time to time. If you do not wish to pay the Marketplace Fees as a Buyer, and/or Seller then you should not use The Services and/or discontinue your use of the Truly Gifted Music Group Platform.**

- ii. In some countries, as a seller utilizing the Services for a transaction, You may be**

charged, and if so you agree to pay, an Administration Fee of 10%. As a seller, you understand that the Administration Fee will be charged to you first, then the remaining balance from each Transaction will be remitted to you after deducting any applicable VAT, Taxes, duties, and etc. Administration Fees shall be determined in Truly Gifted Music Group's or its Third Party Processor's sole discretion. If you do not wish to pay the Administration Fees as a Seller, or have your buyers pay any Marketplace Fees, as a Seller, then you should not use the Services and discontinue your use of the Services. Marketplace Fees shall be calculated at the time of checkout and shall be non-refundable. Administration Fees shall be collected by the Third Party Processor on our behalf in accordance with their applicable Terms of Service, or by such other means as we may prescribe from time to time. We shall have the right to hold funds and/or balances in Your Account for an indefinite period, including but not limited to an 180 day period, to account for fraud, chargebacks or other issues that we may experience as it relates to any of your Transactions. Each such determination will be made on a case-by-case basis.

- iii. Truly Gifted Music Group may change the fees that Truly Gifted Music Group charges as we deem necessary or appropriate for our business, including but not limited to, Administration Fees and/or Marketplace Fees. Truly Gifted Music Group may offer different pricing to customers based on a variety of factors, including but not limited to geographic areas or usage. Truly Gifted Music Group may also charge you additional fees as required by law.**



- iv.** In the event that you are a beneficiary of a transaction using the Services and/or a collaborator in connection with any goods or services that are sold by a Seller utilizing the Services, then you agree and acknowledge that you shall also be subject to any corresponding terms and transaction fees as ascribed in the preceding paragraph.
- v.** As a seller and/or buyer, you are obligated to pay all applicable taxes, fees and other charges imposed by any governmental authority, including, without limitation, any VAT, goods and services tax, harmonized sales tax and/or provincial or territorial sales tax, duties as it relates to the Services provided under this Agreement. If you are tax-exempt, you will provide us with an appropriate certificate or other evidence of tax exemption that is satisfactory to us.
- vi.** We reserve the right to change the Administration Fees, the Marketplace Fees or any other fees at any time, and we will make sure to update our applicable Truly Gifted Music Group Website Policies in a timely manner to notify you of such change. If you continue to use our Services after such update to the applicable Truly Gifted Music Group Website Policies, then you are deemed to have accepted the change in Administration Fees contemplated by such notice.
- vii.** In addition to the Administration Fees and Marketplace Fees, as a seller and/or buyer, you are also responsible for the following, which shall include, but not be limited to any refunds, chargebacks, penalties, installment payments, fines, collections, taxes or any monies owed by you or imposed on you or on us by any bank, money services business, payment network, financial institution, payment processor, government or other financial intermediary

resulting from your use of our Services in any manner not permitted by this Agreement.

- viii. As a seller, you grant us a security interest in any balances in your Account for performance of your obligations under this Agreement, you grant us a first priority lien and security interest on all funds processed and deposited into your associated Account, and any other bank accounts associated with your Account, and in any funds processed using the Services. These security interests and liens will secure payment and performance of all of your obligations under this Agreement and any other agreements now existing or later entered into between us and you, including, without limitation, your obligation to pay any amounts due and owed to us. You will execute, deliver and pay the fees for any documents we request You to create, perfect, maintain, and enforce this security interest.**
- ix. As a seller and/or buyer, You hereby indemnify and hold Truly Gifted Music Group harmless from and against any and all liability related to the Administration Fees, Marketplace Fees, and for the following, which shall include, but not be limited to any refunds, chargebacks, penalties, installment payments, fines, collections, taxes or any monies owed by you or imposed on you or on us by any bank, money services business, payment network, financial institution, payment processor, government or other financial intermediary resulting from your use of the Truly Gifted Music Group Platform, in any manner permitted and/or not permitted by this Agreement, the purchase of any good and/or Services on the Truly Gifted Music Group**

**Platform, and/or by any financial intermediary's rules and regulations.**

- x. To the extent permitted by law, we may collect any obligations you owe us under this Agreement by requesting that the Third Party Processor deduct the corresponding amounts from funds payable to you arising from the settlement of Transactions. If these amounts are not sufficient to meet your obligations to us, we may charge the payment method associated with your Account for any amounts owed to us. Your failure to fully pay amounts that you owe us on demand will be a breach of this Agreement. You will be liable for our costs associated with collection in addition to the amount owed, including, without limitation, attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, and any applicable interest. Additionally, we may require a personal guarantee for funds owed under this Agreement. If we require a personal guarantee we will specifically inform you in advance. In addition to the amount due, delinquent accounts may be charged with fees that are incidental to the collection of delinquent accounts and chargebacks, including, but not limited to, collection fees and other third-party charges.
- xi. You hereby explicitly agree we may make all communications in relation to delinquent accounts will be made electronically. Such communication may be made by Truly Gifted Music Group or by anyone on its behalf, including, but not limited to, a third-party collection agent.
- xii. We may require that funds be held in reserve accounts and set aside to cover chargebacks, refunds, or other payment obligations under this Agreement (the "Reserve Account"). We,

in our discretion, will set the terms of any Reserve Account and notify you of such terms, which may require that a certain amount (including the full amount) of the funds received for a Transaction are held for a period of time, or that additional amounts are held in a Reserve Account. We, in our discretion, may elect to change the terms of any Reserve Account at any time, for any reason, based on your payment processing history or as requested by our Third Party Processors.

- xiii.** We or our Third Party Processor may require you to fund the Reserve Account by means of: (i) any funds payouts made or due to you for Transactions; or, (ii) amounts available in your bank account by means of ACH debit to your Account; or, (iii) other sources of funds associated with your Account; or, (iv) requesting that you provide funds to us so that we may deposit such funds into the Reserve Account.
- xiv.** You agree that: (i) you are not entitled to any interest or other compensation associated with the funds held in the Reserve Account; (ii) you have no right to direct that account; (iii) you have no legal interest in those funds or that account; and, (iv) you may not assign any interest in those funds or that account.
- xv.** You and/or Truly Gifted Music Group may elect to contest chargebacks assessed to your account. We do not assume any liability for our role or assistance in contesting chargebacks.
- xvi.** You grant us permission to share records or other information required with the cardholder, any cardholder's financial institution, and your financial institution to help resolve any chargeback. You acknowledge that your failure to provide us with complete and accurate information in a timely manner may result in an irreversible chargeback being assessed.

**xvii.** If any cardholder's issuing bank or the Payment Network does not resolve a dispute in your favor, we may recover the chargeback amount and any associated fees from you as described in this Agreement.

**xviii.** We reserve the right, upon notice to you, to charge a fee for mediating or investigating chargeback disputes.

k. Termination and Other General Legal Terms

i. The Agreement is effective upon the date you agree to it (by electronically indicating acceptance) and continues so long as you use **the Services**, the Truly Gifted Music Group Platform, or until terminated by you or by TrulyGiftedMG.

ii. You may terminate this Agreement by closing your Account at any time by **following the instructions in your Account or by reaching out to support@TrulyGiftedMG.com. We may terminate this Agreement and close your Account at any time, for any reason, upon notice to you in accordance with the provisions herein. We may suspend your Account and your access to the Services and any rights in respect of your Account, or terminate this Agreement, at any time, for any reason, including if: (i) we determine that you may be ineligible** for the Services because of the risk associated with your Account, including, without limitation, significant credit or fraud risk, or for any other reason; (ii) you do not comply with any of the provisions of this Agreement, the Truly Gifted Music Group Website Policies, and/or the Third Party Processor's applicable Terms; or, (iii) upon request of the Payment Network, Governmental Body and/or Authority, the Third Party Processor, or a Card issuer. Termination of the Third Party Processor's applicable Terms may, at the discretion of

Truly Gifted Music Group, result in a termination of this Agreement. Termination of this Agreement shall entitle Truly Gifted Music Group to cause the Processor to terminate the Third Party Processor's applicable Terms.

- iii. If the Third Party Processor terminates the Third Party Processor's applicable Terms or indicates its intention to do so, or if you elect to cease processing with such Third Party Processor's applicable Terms, we have the right, but not the obligation, to offer you a substitute payment processor that we have integrated with. Upon your acceptance of the Terms of Service of such substitute payment processors, they shall be deemed to have replaced the Third Party Processor contemplated herein, provided that your liabilities to the Third Party Processor herein shall not be diminished on account of accepting the Terms of Service of the substitute payment processor.
- iv. Upon termination and closing of your Account, we will discontinue your access to the Services. You agree to complete all pending Transactions and immediately stop accepting new transactions through the Services. If applicable, You will not be refunded the remainder of any Fees that you have paid for the Services if your access to or use of the Services is terminated or suspended. Any funds associated with your Account will be paid out to you subject to the terms herein.
- v. Termination does not relieve you of your obligations as defined in this Agreement, and Truly Gifted Music Group and Third Party Processor may elect to continue to hold any funds deemed necessary, pending resolution of any other terms or obligations defined in this Agreement, including, but not limited to,

- chargebacks, fees, refunds, or other investigations or proceedings.
- vi. Termination of this Agreement will not necessarily terminate your Account, unless Truly Gifted Music Group determines otherwise.
  - vii. Upon termination you agree: (i) to immediately cease your use of the Services; (ii) to discontinue use of any Truly Gifted Music Group trademarks and to immediately remove any and all Truly Gifted Music Group or references from anywhere that you have them displayed, if applicable; (iii) that the license granted under this Agreement shall end; (iv) that we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers; (v) that we will not be liable to you for compensation, reimbursement, or damages in connection with your use of **the Services**, or any termination or suspension of **the Services**, or deletion of your information or account data; and, (vi) that you will still be liable to us for any fees or fines, or other financial obligation incurred by you or through your use of **the Services** prior to termination.
  - viii. The Services are licensed and not sold. We reserve all rights not expressly granted to you in this Agreement. The Services are protected by copyright, trade secret, trademark and other intellectual property laws. We own the title, copyright, and other worldwide Intellectual Property Rights (as defined below) in the Services and all copies of the Services. This Agreement does not grant you any rights to our trademarks or service marks.
  - ix. For the purposes of this Agreement, “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark,

trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

- x. You may choose to, or we may invite you to submit comments or ideas about the Services, including, without limitation, about how to improve the Services, the Truly Gifted Music Group Platform, or our other products (“Ideas”). By submitting any Idea you agree that your disclosure is gratuitous, unsolicited and without restriction, and will not place us under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related ideas previously known to us, or developed by our employees, or obtained from sources other than you.
- xi. Nothing in this Agreement shall serve to diminish your liability under the Third Party Processor’s applicable Terms or applicable Truly Gifted Music Group Website Policies. You are obliged to fulfill your obligations under this Agreement and those under the Third Party Processor’s applicable Terms or applicable Truly Gifted Music Group Website Policies.
- xii. Insofar as Truly Gifted Music Group becomes liable to the Third Party Processor or any other third party for the following, which shall include, but not be limited to any refunds, penalties, fines, fees, or other liabilities under or in respect of the Third Party Processor’s



applicable Terms, the applicable Truly Gifted Music Group Website Policies, the Services, or any Payment Network Rules, you agree to indemnify and hold Truly Gifted Music Group harmless from and against any and all such liabilities.

- xiii. Additionally, we may require a personal guarantee for funds owed under this Agreement.
- xiv. You agree to indemnify and defend Truly Gifted Music Group, our affiliates, and their respective employees, agents and service providers (each, a “Truly Gifted Music Group Party”) against any claim, suit, demand, loss, liability, damage, action, or proceeding (each, a “Claim”) brought by any third party against a Truly Gifted Music Group Party, and you agree to fully reimburse the Truly Gifted Music Group Party for any Claims that result from: (i) your breach of any provision of this Agreement; (ii) any fees, fines, penalties, disputes, reversals, returns, refunds, chargebacks (as such terms are defined in the Third Party Processor’s applicable Terms, the applicable Truly Gifted Music Group Website Policies, the Services, or any Payment Network Rules), or any other liability we incur that results from your use of the Services; (iii) negligent or willful misconduct of your affiliates, assigns, owners, employees, contractors, or agents; (iv) contractual or other relationships between you and your customers; or, (v) third-party indemnity obligations we incur as a direct or indirect result of your acts or omissions, including, but not limited to, indemnification of any third party, the Third Party Processor, or any Payment Network.
- xv. We will have the final decision-making authority with respect to Claims, including, without limitation, claims for refunds for

purchased items that are filed with us by you or your customers. You will be required to reimburse us for your liability. Your liability will include the full purchase price of the good and/or service plus any fees, fines, penalties, disputes, reversals, returns, refunds, chargebacks (and in some cases you may not receive the item back). You will not receive a refund of any fees paid to us.

xvi. If you are liable for any amounts owed to us, we may immediately remove such amounts from any Reserve Account and/or Account and deduct the amounts owed to us from such Reserve Account and/or Account funds. If you do not have sufficient funds in the Reserve Account to cover your liability, you will be required to immediately add additional funds to your Reserve Account and/or Account to cover funds owed to us. If you do not do so, we may engage in collections efforts to recover such amounts from you at your cost and expense.

xvii. Your Representations, Warranties and Covenants You represent and warrant to us that: (i) you are at least eighteen (18) years of age (or have the consent of a parent/guardian to use the Services) or, if you are a corporation or other entity, that the person entering into this Agreement on your behalf is at least eighteen (18) years of age, is authorized to act on your behalf, and has the authority to bind you to this Agreement; (ii) you are eligible to register and use the Services and have the right, power, and ability to enter into and perform under this Agreement; (iii) the name identified by you when you registered is your name or business name under which you sell goods and services and the information that you have provided to us is accurate and complete; (iv) you are not a member of an

organized crime group, a party who has been a member of an organized crime group in the past five years, a quasi-member of an organized crime group, a corporate racketeer, or other similar party, nor are any of your officers or employees a member of the foregoing; and, (v) you will not carry out, nor use a third party to carry out, any of the following unlawful acts: (a) the act of making violent demands; (b) the act of making unreasonable demands exceeding legal responsibilities; (c) the act of using threatening behavior or violence in relation to a transaction; (d) the act of spreading rumors, using fraudulent means, or using force to harm the other party's reputation or obstruct the party's business; (e) the act of selling products for the purpose of money laundering; (f) the act of using a Card held by you for a sale without reasonable grounds or another act similar to those set forth in (a) through (f).

xviii. You hereby covenant to us that: (i) any transactions associated with your Account or associated with your use of the Services will represent a bona fide sale by you; (ii) any transaction associated with your Account or associated with your use of the Services will accurately describe the goods and/or services sold and delivered to a customer; (iii) you will fulfill all of your obligations to each customer and will resolve any disputes or complaints directly with your customers (you further acknowledge that Truly Gifted Music Group will not be obligated to intervene in any third party disputes, unless it decides to do so in its sole discretion); (iv) you and all transaction associated with your Account or associated with your use of the Services, will comply with all applicable laws, rules, and regulations applicable to your business, including, but not

limited to, any applicable tax laws and regulations; (v) except in the ordinary course of business, no transaction associated with your Account or associated with your use of the Services will represent a sale to any principal, partner, proprietor, or owner of your entity; (vi) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Services; and, (vii) any information you provide to us will be accurate and complete.

- xix. THE SERVICES, YOUR ACCOUNT, AND/OR ALL ACCOMPANYING DOCUMENTATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. USE OF THE SERVICES IS AT YOUR OWN RISK.
- xx. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH THE SERVICES, YOUR ACCOUNT, AND/OR ALL ACCOMPANYING DOCUMENTATION OR FROM: (I) Truly Gifted Music Group; (II) THE THIRD PARTY PROCESSOR, SUPPLIERS OR LICENSORS OF Truly Gifted Music Group OR THE THIRD PARTY PROCESSOR; OR, (III) ANY OF THE RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE (COLLECTIVELY, THE “DISCLAIMING ENTITIES” AND INDIVIDUALLY, A “DISCLAIMING

ENTITY”), WILL CREATE ANY WARRANTY. YOU SPECIFICALLY ACKNOWLEDGE THAT WE DO NOT HAVE ANY CONTROL OVER THE PRODUCTS OR SERVICES THAT ARE PAID FOR UTILIZING THE SERVICES OR THE Truly Gifted Music Group PLATFORM, AND WE CANNOT ENSURE THAT YOUR CUSTOMERS WILL COMPLETE A TRANSACTION OR ARE AUTHORIZED TO DO SO.

xxi. WITHOUT LIMITING THE FOREGOING, THE DISCLAIMING ENTITIES DO NOT WARRANT THAT: (I) THE INFORMATION THEY PROVIDE OR THAT IS PROVIDED THROUGH THE SERVICES IS ACCURATE, RELIABLE OR CORRECT; (II) THE SERVICES WILL MEET YOUR REQUIREMENTS; (III) THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (IV) THE SERVICES WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE; (V) ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR, (VI) THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

xxii. ANY SUBJECT MATTER DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH USE. THE DISCLAIMING ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT HOW LONG WILL BE NEEDED TO COMPLETE THE PROCESSING OF A TRANSACTION.

xxiii. THE DISCLAIMING ENTITIES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND NEITHER Truly Gifted Music Group, THE THIRD PARTY PROCESSOR, NOR ANY FINANCIAL SERVICES PROVIDER WILL BE A PARTY TO, OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

xxiv. IN NO EVENT SHALL A DISCLAIMING ENTITY (AS DEFINED ABOVE) BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO THIS AGREEMENT OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICES. UNDER NO CIRCUMSTANCES WILL ANY OF THE DISCLAIMING ENTITIES BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

xxv. THE DISCLAIMING ENTITIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (I)

PERSONAL INJURY OR PROPERTY  
DAMAGE OF ANY NATURE  
WHATSOEVER, RESULTING FROM YOUR  
ACCESS TO OR USE OF THE SERVICES;  
(II) ANY UNAUTHORIZED ACCESS TO  
OR USE OF SERVERS USED IN  
CONNECTION WITH THE SERVICES  
AND/OR ANY AND ALL PERSONAL  
INFORMATION STORED THEREIN; (III)  
ANY INTERRUPTION OR CESSATION OF  
TRANSMISSION TO OR FROM THE  
SERVICES; (IV) ANY SOFTWARE BUGS,  
VIRUSES, TROJAN HORSES, OR OTHER  
HARMFUL CODE THAT MAY BE  
TRANSMITTED TO OR THROUGH THE  
SERVICES; (V) ANY ERRORS,  
INACCURACIES OR OMISSIONS IN ANY  
CONTENT OR INFORMATION, FOR ANY  
LOSS OR DAMAGE INCURRED AS A  
RESULT OF THE USE OF ANY CONTENT  
OR INFORMATION, IN EACH CASE  
POSTED, EMAILED, STORED,  
TRANSMITTED, OR OTHERWISE MADE  
AVAILABLE THROUGH THE SERVICES;  
AND/OR (VI) USER CONTENT OR THE  
DEFAMATORY, OFFENSIVE, OR ILLEGAL  
CONDUCT OF ANY THIRD PARTY.

xxvi. WITHOUT LIMITING THE  
FOREGOING PROVISIONS OF THIS  
SECTION, THE DISCLAIMING ENTITIES'  
CUMULATIVE LIABILITY TO YOU  
SHALL BE LIMITED TO DIRECT  
DAMAGES, AND IN ALL EVENTS SHALL  
NOT EXCEED IN THE AGGREGATE THE  
AMOUNT OF FEES PAID BY YOU TO  
Truly Gifted Music Group DURING THE  
THREE (3) MONTH PERIOD  
IMMEDIATELY PRECEDING THE EVENT  
GIVING RISE TO THE CLAIM FOR  
LIABILITY.

xxvii. THIS LIMITATION OF LIABILITY SECTION APPLIES REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER BASIS. THE LIMITATIONS APPLY EVEN IF Truly Gifted Music Group OR THE PROCESSOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

xxviii. THE PROVISIONS OF THIS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

xxix. We make no representations that Truly Gifted Music Group is appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States, Canada, foreign and local laws and regulations, including, but not limited to, export and import regulations. You may not use the Services if you are a resident of a sanctioned country embargoed by the United States, Canada, or the European Union, or are a foreign person or entity blocked or denied by the governments of the United States, Canada or the European Union.

xxx. You agree that any disputes arising out of or relating to this Agreement or the Payments Services shall be resolved in accordance with the applicable Truly Gifted Music Group Website Policies.

xxxi. This Agreement is governed by the laws of Delaware except for any security interest created above, which will be governed by and construed in accordance with the laws of the applicable country, state, province, territory, or



other jurisdiction in which such security interest is registered, and in each case without regard to its choice of law provisions to the contrary. The exclusive venue for any actions or claims arising under or related to this Agreement shall be a court of competent jurisdiction in Delaware.

xxxii. Truly Gifted Music Group may, or may direct any third party relevant to this Agreement to respond to and comply with any subpoena, warrant, or other legal order (“Legal Process”) that we believe to be valid. The third relevant party may deliver or hold any funds or any Data as required under such Legal Process, even if you are receiving funds or Data on behalf of other parties. Where permitted by law, we will make reasonable efforts to provide you notice of such Legal Process by sending a copy to the email address we have on file for you. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our response or compliance with a Legal Process

xxxiii. Headings are included for convenience only and shall not be considered in interpreting this Agreement. The Agreement does not limit any rights that we may have under trade secret, copyright, patent, or other laws. Our failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

xxxiv. We have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Services, or the Truly Gifted Music Group Platform, with notice that we in our sole

discretion deem to be reasonable in the circumstances, including such notice in your Account, or any other website maintained or owned by us for the purposes of providing services in terms of this Agreement. Any use of the Services after our publication of any such changes shall constitute your acceptance of this Agreement as modified.

xxxv. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent, but may be assigned by us without consent or other restriction.

xxxvi. You agree to give us at least thirty (30) days prior notification of your intent to change your current product or services types, your business or trade name, or the manner in which you accept payment. You agree to provide us with prompt notification within three (3) days if you are the subject of any voluntary or involuntary bankruptcy or insolvency application, petition or proceeding, receivership, bankruptcy, or similar action or proceeding initiated by or against you or any of your principals (any of the foregoing, a "Bankruptcy Proceeding"). You also agree to promptly notify us within three (3) days of any adverse change in your financial condition, any planned or anticipated liquidation or substantial change in the basic nature of your business, any transfer or sale of twenty-five percent (25%) or more of your total assets, or any change in the control or ownership of your or your parent entity. You will also notify us within three (3) days of any judgment, writ, warrant of attachment or execution, or levy against twenty-five percent (25%) or more of your total assets.

xxxvii. You will include us on the list and matrix of creditors as filed with any bankruptcy,

commercial or civil court in connection with any Bankruptcy Proceeding, whether or not a claim may exist at the time of filing. Failure to do so will be cause for immediate termination of this Agreement and shall allow the pursuit of any other action available to us under the applicable rules and/or laws.

xxxviii. This Agreement binds you and your respective heirs, representatives, and permitted and approved successors (including those by merger and acquisition), or any permitted assigns.

xxxix. You may be offered services, products, and promotions provided by third parties and not by us. If you decide to use these third-party services, you will be responsible for reviewing and understanding the terms and conditions associated with these services. You agree that we are not responsible for the performance of these services. The Truly Gifted Music Group Platform may contain links to third-party websites as a convenience to you. The inclusion of any website link does not imply an approval, endorsement, or recommendation by us. You agree that your access to any such website is at your own risk, and that the website is not governed by the terms and conditions contained in this Agreement. We expressly disclaim any liability for these websites. Please remember that when you use a link to go from our website to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our website, is subject to that website's own rules and policies.

xl. No party will be liable for delays in processing or other non-performance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment

failures, labor strife, pandemics, riots, war, terrorist attack, non-performance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this section will affect or excuse your liabilities and obligations which shall include, but not be limited to, for reversals, chargebacks, claims, fines, fees, refunds or unfulfilled products and services.

xli. Entire Agreement and Remedies These terms and conditions, and all policies and procedures that are incorporated herein by reference, constitute the entire agreement between you and Truly Gifted Music Group with respect to the provision of the Services. Except as otherwise set out herein, in the event of a conflict between this Agreement and any other Truly Gifted Music Group Website Policy, this Agreement shall prevail on the subject matter of this Agreement. Except as expressly provided in this Agreement, these terms describe the entire liability of Truly Gifted Music Group and our vendors, associated third parties, and/or suppliers and sets forth your exclusive remedies with respect to the Services and your access and use of the Services. If any provision of this Agreement (or portion thereof) is held to be invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

xlii. This Agreement has been reviewed by you with the benefit of independent legal counsel to the extent you consider necessary, and any rule of construction to the effect that ambiguities are to be resolved against the

drafting party shall not apply to the construction or interpretation of this Agreement. The rights conferred upon us in this Agreement are not intended to be exclusive of each other or of any other rights and remedies we may have at law or in equity. Rather, each and every right we may have under this Agreement, at law or in equity, is cumulative and concurrent, and in addition to every other right.

xliii. This Agreement may be available in languages other than English. To the extent of any inconsistencies or conflicts between this English Agreement and the Agreements available in another language, the most current English version of the Agreement will prevail.

xliv. Survival. Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement, shall survive and remain in effect in accordance with their terms upon the termination of this Agreement.

8.

**g. Licensee Records.** Truly Gifted Music Group, may, but need not, audit the books and records of Licensees and may accept any representations made in a Licensee accounting statement delivered to Truly Gifted Music Group as true and complete. Truly Gifted Music Group shall have no liability to you for failure to audit or investigate any accountings rendered to it by any Licensees. You hereby authorize Truly Gifted Music Group to offset against any amounts owed to you pursuant to this Agreement any amounts that you may owe to Truly Gifted Music Group, whether under an indemnification provision or for costs, expenses, and deductions authorized in this Agreement.

**h. Recordkeeping; Audits** You may, but not more than once a year, at your own expense, engage a Certified Public Accountant (“CPA”) to examine those books and records directly related to the sale or other licensed uses of Your

Content, as provided in this Section 7(c), only. You may have your CPA make those examinations only for the purpose of verifying the accuracy of the statements sent to you. All such examinations will be in accordance with generally accepted accounting principles (“GAAP”) procedures and regulations. Your CPA may make such an examination for a particular statement only once, and only within one (1) year after the date we send you that statement. Your CPA may make such an examination only during our usual business hours, and only at the place where such books and records are maintained in the ordinary course of business. You must provide us with thirty (30)-days written notice prior to commencing an audit and must identify the name, address, telephone number, and email address of the CPA conducting the audit on your behalf. You may not engage the CPA on a contingent fee basis (i.e., your CPA must be paid on a flat fee or time-based basis). We may postpone the commencement of your CPA’s examination by notice given to you not later than five (5) days before the commencement date specified in your notice. In the event of any postponement initiated by us, the running of the time within which the examination may be made will be suspended during the postponement. If your CPA’s examination has not been completed within three (3) months from the time commenced, then we may require you to terminate the audit upon seven (7) days’ notice, which notice may be given at any time. We will not be required to permit the CPA to continue any examination after the end of that seven (7)-day period. Your CPA will not be entitled to examine any other records that do not specifically report sales or other licensed uses of Your Content for which Truly Gifted Music Group has actually received payment. Your CPA may act only under an acceptable confidentiality agreement, which provides that any information derived from such audit or examination on your behalf will not be knowingly released, divulged, published or shared with any other person, firm or corporation, other than to you or to a judicial or administrative body in connection with any proceeding

relating to this Agreement. Your CPA may not share the results of the examination conducted on your behalf with any third party without our express written permission.

- i. **Objection to Accountings.** If you have any objections to a Truly Gifted Music Group accounting statement made available to you, you agree that you shall give us specific notice of that objection, including a copy of your CPA's analysis of the accounting statement, and your reasons for it within eighteen (18) months after the date we send or make that statement available to you. Each statement shall become conclusively binding on you at the end of that eighteen (18)-month period, and you will no longer have any right to make any other objections to it notwithstanding any audit rights you may otherwise have under any applicable law or regulation. Any payments determined to be owed you following an audit shall be paid within forty-five (45) days of the delivery of your CPA's audit report, unless objected to in writing by Truly Gifted Music Group, in which case any payments due shall be postponed pending the resolution of the audit dispute. Unless otherwise prohibited by law, you will not have the right to sue us in connection with any statement, or to sue us for unpaid royalties for the period a statement covers, unless you commence the suit within that eighteen (18)-month period. If you commence suit on any controversy or claim concerning statements rendered to you under this Agreement in a court of competent jurisdiction, the scope of the proceeding will be limited to a determination of the amount of royalties due for the accounting periods concerned, and the court shall have no authority to consider any other issues or award any relief except recovery of any royalties found owing. Your recovery of any such royalties plus interest shall be the sole remedy available to you by reason of any claim related to our statements.
- j. **Tax information.** Notwithstanding the above, in all events, you acknowledge and agree that you are ultimately responsible for the payment of any Sales Tax owed in connection with the sale or distribution of Your Content pursuant to this Agreement, and you hereby indemnify Truly Gifted Music Group for any Sales Tax that may be

owed in addition to those amounts collected and remitted on your behalf by TrulyGiftedMG.

#### **9. Your Obligations**

- g. You, or a licensee acting on your behalf, will be responsible for obtaining and paying for any and all clearances or licenses required in the Authorized Territory (or any portion thereof) for the use of any musical works embodied in Your Content. Without limiting the generality of the foregoing, you (either directly or through a third party acting on your behalf) shall be responsible for and shall pay (i) any royalties and other sums due to artists (featured and non-featured), authors, co-authors, copyright owners and co-owners, producers, engineers, and any other record royalty participants from sales or other uses of Your Content, (ii) all mechanical royalties or other sums payable to music publishers and/or authors or co-authors of musical compositions embodied in Your Content from sales or other uses of Your Content, (iii) all payments that may be required under any collective bargaining agreements applicable to you or any third party (e.g., to unions or guilds such as AFM or AFTRA), and (iv) any other royalties, fees and/or sums payable with respect to Your Content or other materials provided by you to us. You agree that the amount payable to you is inclusive of any so-called “artist royalties” that might otherwise be required to be paid for sales or exploitations pursuant to the applicable laws of any jurisdiction and for any public performances, public displays or communications to the public of the sound recordings and musical works constituting Your Content.
- h. Parental Advisory Labeling. You will be responsible for complying with the Recording Industry Association of America’s (“RIAA”) Parental Advisory Logo (“PAL”) Standards, as applicable, for so long as you use the Services.

#### **10. Rights of Others**

When using the Service, you must respect the intellectual property and other rights of Truly Gifted Music Group and others. Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your



personal liability, including potential criminal liability. If you believe that your work has been infringed by means of an improper posting or distribution of it via the Service, then please see Paragraphs E and/or F below.

## **B. Service and Content Use Restrictions**

### **1. Monitoring of Your Content; Removal of Content from Website**

- g. Truly Gifted Music Group does not control Your Content and does not have any obligation to monitor Your Content for any purpose. Truly Gifted Music Group may choose, in its sole discretion, to monitor, review or otherwise access some or all of Your Content, but by doing so Truly Gifted Music Group assumes no responsibility for Your Content, no obligation to modify or remove any inappropriate elements of Your Content, or to monitor, review or otherwise access any other artist's content or artwork.
- h. Truly Gifted Music Group reserves the right, in its sole and absolute discretion, to remove any of Your Content from the Website if such content: (i) is patently offensive, pornographic or defamatory; (ii) is the subject of a dispute between you or us and a third party; (iii) is content to which you cannot document your rights therein upon Truly Gifted Music Group's request; (iv) violates the intellectual property rights or other protected interests of a third party; (v) is the subject of a takedown notice by a party claiming to own the rights therein, or (vi) is the subject of any fraudulent activity, or for any other reason in Truly Gifted Music Group's sole and absolute judgment is necessary to protect the business interests of Truly Gifted Music Group and any of its business partners or Licensees. Truly Gifted Music Group may also remove Your Content from the Website if you are abusive or rude or provide false or intentionally misleading information to any Truly Gifted Music Group employees or agents. Truly Gifted Music Group shall have no liability to you for the removal of any of Your Content from the Website or any Licensee website or service other than to provide you a credit (but not a refund) for any fees previously paid by you for making Your Content available via the Website or through Licensees. The removal of any of Your Content shall not relieve Truly Gifted Music Group

of the obligation to pay you any royalties that may have accrued prior to the removal of Your Content.

- i. **This Agreement shall not be terminated automatically by Truly Gifted Music Group removal of Your Content from the Website or Licensee's websites or services. In order for you to terminate this Agreement following the removal of any of Your Content, you must send Truly Gifted Music Group a Termination Notice.**

## **2. Account Information; Disclosures**

- g. **In order to access some features of the Website, including your account information and periodic statements, you will have to create an online account ("Account"). You hereby represent and warrant that the information you provide to Truly Gifted Music Group upon registration will be true, accurate, current, and complete. You also hereby represent and warrant that you will ensure that your Account information, including your e-mail address, is kept accurate and up-to-date at all times during the Term of this Agreement.**
- h. **As a registered user of the Services you will have login information, including a username and password. Your Account is personal to you, and you may not share your Account information with, or allow access to your Account by, any third party, other than an agent authorized to act on your behalf. As you will be responsible for all activity that occurs under your Account, you should take care to preserve the confidentiality of your username and password, and any device that you use to access the Website. You agree to notify us immediately of any breach in secrecy of your login information. If you have any reason to believe that your Account information has been compromised or that your Account has been accessed by a third party not authorized by you, then you agree to immediately notify Truly Gifted Music Group by e-mail to support@TrulyGiftedMG.com. You will be solely responsible for the losses incurred by Truly Gifted Music Group and others (including other users) due to any unauthorized use of your Account that takes**

place prior to notifying Truly Gifted Music Group that your Account has been compromised.

- i. You acknowledge, consent, and agree that Truly Gifted Music Group 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 Truly Gifted Music Group and its employees and users, and the public.

**3. No Representations and Warranties With Respect to Sales and Distributions**

- g. Truly Gifted Music Group makes no guarantees regarding the minimum number of unit sales or uses of Your Content. In addition, we cannot guarantee that Licensees will perform under any agreement they enter into with Truly Gifted Music Group for the sale, distribution or licensed use of Your Content, including by paying the royalties they owe us for the distribution of Your Content. If a Licensee refuses to pay us for the use of Your Content, you agree that you will assume responsibility for collecting any payments that may be due from such non-compliant Licensees for any sale, distribution or licensed use of Your Content if such third party fails or refuses to pay such amounts to Truly Gifted Music Group upon Truly Gifted Music Group's request.

**4. Prohibited Use of the Website and Licensee Websites and Services**

- g. You agree not to use the Website, the Services, and any services provided by Licensees, for any unlawful purpose or in any way that might harm, damage, or disparage Truly Gifted Music Group, its Licensees or any other party. Without limiting the preceding sentence and by way of example and not limitation, you agree that you will not, whether through the Website,

**our Licensees or Your Content, do or attempt any of the following:**

- h. Reproduce, duplicate, copy, sell, trade, resell, distribute or exploit, any portion of the Website, use of the Website, access to the Website or content obtained through the Website, as a result of your being granted permission to upload Your Content to the Website;**
- i. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Website, features that prevent or restrict the use or copying of any part of the Website or features that enforce limitations on the use of the Website;**
- j. Threaten, harass, abuse, slander, defame or otherwise violate the legal rights (including, without limitation, rights of privacy and publicity) of third parties;**
- k. Threaten, harass, abuse, slander, defame or otherwise violate the legal rights (including, without limitation, rights of privacy and publicity) of Truly Gifted Music Group staff, employees, or affiliates.**
- l. Publish, distribute or disseminate any inappropriate, profane, vulgar, defamatory, infringing, obscene, tortious, indecent, unlawful, offensive, immoral or otherwise objectionable material or information;**
- m. Publish, distribute or disseminate any inappropriate, profane, vulgar, defamatory, infringing, obscene, tortious, indecent, unlawful, offensive, immoral or otherwise objectionable material or information towards Truly Gifted Music Group staff, employees, or affiliates.**
- n. Create a false identity or impersonate another for the purpose of misleading others as to your identity, including, but not limited to, providing misleading information to any feedback system employed by Truly Gifted Music Group;**
- o. Transmit or upload any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful, damaging or deleterious software programs;**
- p. Interfere with or disrupt the Website, networks or servers connected to the Website or violate the**

**regulations, policies or procedures of such networks or servers;**

- q. **Upload or otherwise transmit any information or content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, including by incorporating any such material in Your Content; or**
- r. **Use the Website in any manner whatsoever that could lead to a violation of any federal, state or local laws, rules or regulations.**
- s. Use the Service for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other "hidden text" utilizing any Trademarks; (iii) engage in any activities through or in connection with the Service that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, bullying, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to Truly Gifted Music Group; (iv) reverse engineer, decompile, disassemble, reverse assemble, or modify any Service source or object code or any software or other products, services, or processes accessible through any portion of the Service; (v) engage in any activity that interferes with a user's access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, Truly Gifted Music Group, or other users of the Service; (vi) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service, the Content, or the User-Generated Content (defined below); (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Service, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Service, other computer systems or networks connected to the Service, through password mining or any other means; (ix): (a) use false or deceptive identities, names or accounts; (b) deploy or otherwise use

- bots, malware, viruses or scrapers; (c) make it appear as though any aspect of your account, User-Generated Content, or Music Content, including, without limitation, your plays, likes, messages, reposts, etc., are more successful than they actually were through unauthentic interactions by you or third parties you engage, manage or transact with (e.g., click-fraud, manipulating social media followings, etc.); (d) engage in any activities that are designed to defraud or game Truly Gifted Music Group or third parties; or (e) deploy, or permit any third party to deploy, any technology on, or in connection with, Truly Gifted Music Group or Truly Gifted Music Group branded sites, systems or services that can enable the tracking of site or service activities or users, except with Truly Gifted Music Group prior express written approval; or (x) otherwise violate these Terms or any Additional Terms.
- t. You also agree that, in using the Service: (i) you will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Service by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) you will not frame or utilize framing techniques to enclose any such Content (including any images, text, or page layout); (iii) you will keep intact all Trademark, copyright, and other intellectual property notices contained in such Content; (iv) you will not use such Content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands; (v) you will not make any modifications to such Content; (vi) you will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit such Content in any way for any purpose except as specifically permitted by these Terms or any Additional Terms or with the prior written consent of an officer of Truly Gifted Music Group or, in the case of

Content from a licensor, the owner of the Content; and (vii) you will not insert any code or product to manipulate such Content in any way that adversely affects any user experience.

- u. We reserve the right to hold funds and/or balances in your Truly Gifted Music Group Account while undergoing our investigation for any violations of this section and/or hereunder these Terms of Service. After we have collected and verified all your information and concluded our investigation, we will review your account and determine if you are eligible to use the Truly Gifted Music Group Platform or to receive any held funds, and/or balances associated with your Truly Gifted Music Group Account. We may notify you in the event that you are ineligible to use Truly Gifted Music Group, to have a Truly Gifted Music Group Account, or to receive any funds and/or balances associated with your Truly Gifted Music Group Account. In the event that Truly Gifted Music Group determines that you are ineligible to receive any funds and/or balances associated with your Truly Gifted Music Group Account, we shall have the right to withhold such funds for an indefinite period of time until we make a legal determination of how such funds should be disbursed. In the event that we determine in our sole discretion that such balances and/or funds should not be paid out to you, then Truly Gifted Music Group shall have the right to not pay out such balances and or funds to you associated with your Truly Gifted Music Group Account or your transactions related to Truly Gifted Music Group Account. You hereby indemnify and hold Truly Gifted Music Group harmless from and against any and all liability related to any decision related to the termination or suspension of your Truly Gifted Music Group Account, and/or Truly Gifted Music Group determination to withhold or to not pay any balances and/or funds associated with your Truly Gifted Music Group Account, or any balances and/or funds associated with your use of the Truly Gifted Music Group Platform hereunder.

## **5. Availability of Service and Content**

- g. Truly Gifted Music Group may make changes to or discontinue any aspects of the Services and any of the features, media, content, products, software or services available via the Website, at any time and without notice and without liability to you. The features, media, content, products, software or services available on and through the Website may be out of date, and Truly Gifted Music Group makes no commitment to update any aspect of the Website. Truly Gifted Music Group makes no representations and warranties with respect to availability of the Website and may discontinue the Service at any time with or without notice. You are solely responsible for maintaining back-up copies of any elements of Your Content uploaded to the Website or otherwise delivered to Truly Gifted Music Group as Physical Product.
- h. Truly Gifted Music Group may immediately suspend or terminate the availability of the Service and Content (and any elements and features of them), in whole or in part, for any reason, in Truly Gifted Music Group's sole discretion, and without advance notice or liability.

**6. Reservation of All Rights Not Granted as to Content and Service**

- g. These Terms and any Additional Terms include only narrow, limited grants of rights to Content and to use and access the Service. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by Truly Gifted Music Group and its licensors and other third parties. Any unauthorized use of any Content or the Service for any purpose is prohibited.

**C. Terms Applicable to Purchases and/or Subscriptions**

**1. Generally**

- g. To purchase access and use of subscriptions we make available for sale on the Service or other products and services, you must be at least eighteen (18) years of age or the applicable age of majority in your jurisdiction of residence. Prior to the purchase of any products or services, you must provide us with a valid credit card number and associated payment information including all of the following: (i) your name as it appears on the card, (ii) your credit card number, (iii) the credit card type, (iv) the date of



expiration, and (v) any activation numbers or codes needed to charge your card or otherwise use a valid gift card. By submitting that information to us or our third party credit card processor, you agree that you authorize us and/or our processor to charge your card at our convenience but within thirty (30) days of credit card authorization. For any product or service that you order on the Service, you agree to pay the price applicable (including any sales taxes and surcharges) as of the time you submit the order. Truly Gifted Music Group will automatically bill your credit card or other form of payment submitted as part of the order process for such price.

## **2. Subscription Term & Termination**

- g. Except in the event of a free trial offer, your subscription will commence as of the date your payment for a subscription is received by Truly Gifted Music Group. Your subscription will continue in full force for the length of the term you specifically purchased or on a month-to-month term until such time as you cancel the subscription as further explained below (the "Subscription Term"). In the event that you cancel a subscription in the middle of your Subscription Term, you will not be entitled to receive a refund for the unused portion of the remainder of that Subscription Term.
- h. Truly Gifted Music Group will have the right, upon written notice to you, to terminate these Terms, and suspend your access to your subscription, if: (a) you fail to pay Truly Gifted Music Group any amount due to Truly Gifted Music Group under these Terms; and/or (b) you materially breach any term or condition of these Terms. Truly Gifted Music Group shall have the right to terminate these Terms and suspend your access to your subscription with or without cause, upon thirty (30) days written notice to you in which case you will no longer be charged for access to the subscription. Upon the expiration or termination of these Terms for any reason, your access to, and your use of, your subscription will terminate.

## **3. Free Trials/Promotional Offerings**

- g. We may offer promotional trial subscriptions to access the Service for free for a limited time or at special discounted

prices. If you sign up for a trial use, your rights to use the Service are limited by the terms of such trial and will terminate or renew on the terms of your trial arrangement and/or any applicable Additional Terms. Please be aware that when you sign up for a free trial, you will be required to provide your credit card number and Truly Gifted Music Group will confirm your credit card is valid. When we process your credit card, some credit card companies may place a temporary hold on your account for your first payment. Please contact your credit card company if you have questions. Please note that we do not provide price protection or refunds in the event of a price drop or promotional offering.

**4. Auto-Renewal of Membership**

- g. Your subscription to the applicable subscription on the Service will automatically renew at the end of your Subscription Term continuously and indefinitely without action by the member, and the membership fee is charged to the member at the time of renewal. An enrollee whose membership fee has been paid is entitled to all privileges included in the membership until the membership is cancelled by the enrolled member as set forth in the paragraph below. By providing your payment method information for your subscription, you are agreeing to pay a subscription fee, that will automatically renew, at the then current rate, unless you cancel prior to the expiration of the current Subscription Term, and any applicable taxes and service fees (collectively, "Fees").
- h. The Fees will be charged to your original payment method automatically at the beginning of your Subscription Term, and at the beginning of each renewal Subscription Term thereafter on the calendar day corresponding to the commencement of your current Subscription Term, unless you cancel your subscription or your account is suspended or terminated pursuant to these Terms. The renewal Subscription Term will be the same length as your initial Subscription Term unless otherwise disclosed to you at the time of sale. The rate for the renewal Subscription Term will be the then current subscription-rate.

- i. The Fees charged to your payment method may vary from Subscription Term to Subscription Term due to changes in your subscription plan or applicable taxes, and you authorize Truly Gifted Music Group to charge your payment method for these amounts. Truly Gifted Music Group reserves the right to change the pricing of subscriptions at any time. In the event of a price change, Truly Gifted Music Group will post the new pricing on the Service and attempt to notify you in advance by sending an email to the address you have registered for your account. You agree that we may change the pricing we charge you for your subscription and any products/services offered in your subscription package by providing you with notice through an electronic communication from us and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You consent to our ability to change our pricing and the details of our subscription packages through an electronic communication to you. If you do not wish to accept a price or subscription package change made by us, you may cancel your subscription as described below, otherwise you will be deemed to have consented to the price/subscription package change and authorize Truly Gifted Music Group to charge the new Fees to your payment method. If there are any discrepancies in billing, you hereby waive your right to dispute such discrepancies if you do not notify Truly Gifted Music Group within sixty (60) days after they first appear on an account statement.

#### **5. Cancellation of Membership**

- g. A member will have the right to cancel your subscription at any time upon notice to Truly Gifted Music Group by email at [support@TrulyGiftedMG.com](mailto:support@TrulyGiftedMG.com) or by visiting [this page](#) to manage your subscriptions. Cancellation of initial membership any time after purchase will result in forfeiture of the membership fee. To avoid a late cancellation fee or forfeiture of the membership renewal fee, membership should be cancelled prior to the end of the then current Subscription Term. Upon cancellation, the member loses access to the areas of the Service designated for members

only. This could include any credit and other data and analyses that have been displayed during your membership. To the extent that you continued to get charged after cancellation of your membership due to Truly Gifted Music Group error or otherwise, you agree that your sole remedy will be to receive a refund from Truly Gifted Music Group for the overcharged amounts.

**6. Methods of Payment, Credit Card Terms and Taxes**

- g. All payments must be made via Visa, Mastercard, American Express, JCB, Discover and Paypal. We currently do not accept cash, personal or business checks or any other payment form, although in the future we may change this policy. Your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not these Terms to determine your rights and liabilities as a cardholder. You represent and warrant that you will not use any credit card or other form of payment unless you have all necessary legal authorization to do so.
- h. YOU, AND NOT Truly Gifted Music Group, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY. You agree to pay all fees and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. Unless you notify Truly Gifted Music Group of any discrepancies within sixty (60) days after they first appear on your credit card statement, you agree that they will be deemed accepted by you for all purposes. If Truly Gifted Music Group does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by Truly Gifted Music Group or its agents. Sales taxes, or other taxes, customs, import/export charges, or similar governmental charges are not included in the price of the products. You are responsible for paying any such taxes or charges imposed on your purchases, including, but not limited to, sales, use or value-added taxes. Truly Gifted Music Group shall automatically charge and withhold the applicable tax for orders to be delivered to addresses within and any states or localities that it deems is

required in accordance with our order policy in effect at the time of purchase.

**7. Refund Policy**

- g. All purchase transactions made through the Service are subject to Truly Gifted Music Group's return policy in effect at the time of purchase. Currently, Truly Gifted Music Group's refund policy is to not offer any refunds for any subscriptions or products purchased through the Service, except in our sole and absolute discretion.

**8. Order Acceptance Policy**

- g. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Truly Gifted Music Group reserves the right at any time after receipt of your order to accept or decline your order for any reason. Truly Gifted Music Group further reserves the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Your order will be deemed accepted by Truly Gifted Music Group upon our delivery of products or services that you have ordered.
- h. We may require additional verifications or information before accepting any order. Notwithstanding the foregoing, you agree that, if we cancel all or a portion of your order or if we provide you less than the quantity you ordered, your sole and exclusive remedy is either that: (a) we will issue a credit to your credit card account in the amount charged for the cancelled portion or the quantity not provided (if your credit card has already been charged for the order); or (b) we will not charge your credit card for the cancelled portion of the order or the quantity not provided.
- i. Do not assume that a cancellation or change of an order you have placed with Truly Gifted Music Group has been effected until you receive a confirmation from Truly Gifted Music Group via email or the Service. As stated above, you will be responsible for, and your credit card or third-party payment account may be charged for, the payment of all fees associated with orders already processed or shipped before your cancellation/change request or a request to terminate your account was received.

**9. No Responsibility to Sell Mispriced Products or Services**

- g. We do our best to describe every item, product or service offered on this Service as accurately as possible. However, we are human, and therefore we do not warrant that specifications or pricing on the Service is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications of any item, product or service, Truly Gifted Music Group shall have the right to refuse or cancel any orders in its sole discretion. If we charged your credit card or other account prior to cancellation, we will issue a credit to your account in the amount of the charge. Additional terms may apply. If a product you purchased from Truly Gifted Music Group is not as described, your sole remedy is to return it in unused condition, complete and undamaged, in the original packaging.

**10. Modifications to Prices or Billing Terms**

- g. PRODUCTS AND SERVICES DISPLAYED ON THE SERVICE MAY NOT BE AVAILABLE AT ALL TIMES AND MAY BE SUBSTITUTED OR DISCONTINUED AT ANY TIME. Truly Gifted Music Group RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SERVICE OR BY E-MAIL DELIVERY TO YOU.
- h. The features, media, content, products, software or services available on and through the Website may be out of date, and Truly Gifted Music Group makes no commitment to update any aspect of the Website. Truly Gifted Music Group makes no representations and warranties with respect to availability of the Website and may discontinue the Service at any time with or without notice. You are solely responsible for maintaining back-up copies of any elements of Your Content uploaded to the Website or otherwise delivered to Truly Gifted Music Group as Physical Product.

**11. Gift Cards**

- g. Truly Gifted Music Group Gift Cards. Truly Gifted Music Group Gift Cards (“Gift Cards”) are issued by Truly Gifted Music Group, Inc., a Delaware Corporation, and include

Gift Cards that are redeemable credits that could be used to purchase Truly Gifted Music Group services and subscriptions. You can use Gift Cards to purchase subscriptions to services like the Marketplace Plan, Pro Page Plan, Music Distribution, Music Publishing as well as Truly Gifted Music Group Ads to promote your music to millions of listeners worldwide.

- h. Redemption. To redeem the Gift Card, go to the redeem page and sign in if you aren't already. You will need to create a Truly Gifted Music Group account if you do not already have one. Once logged into Truly Gifted Music Group, please enter your unique redemption code that you received via email. Click "Redeem gift card" to redeem the credit. The value of the Gift Card will be added to your Gift Card wallet in your Account section. You can purchase Gift Cards for yourself and redeem them to your account. You can only use Gift Cards to purchase services directly from Truly Gifted Music Group on [TrulyGiftedMG.com](https://TrulyGiftedMG.com).
- i. Minimum and Maximum Value. The minimum Gift Card value is \$5 and the maximum value is \$1000 per Gift Card.
- j. Expiration. Gift Cards do not expire.
- k. Eligible Goods. Eligible goods and services are subject to change in our sole discretion. Redemption of Gift Cards at any affiliated property is subject to change in our sole discretion. Truly Gifted Music Group, or its affiliates may provide Gift Card purchasers with information about the redemption status of Gift Cards that they purchase.
- l. Limitations. Your Gift Card Balance cannot be used to purchase other Gift Cards, or anything other than Truly Gifted Music Group services and/or subscriptions. Gift Cards cannot be reloaded; resold; used for payment outside of [TrulyGiftedMG.com](https://TrulyGiftedMG.com) or its affiliated properties; used for unauthorized advertising, marketing, sweepstakes, promotional or commercial purposes, including to facilitate the resale of goods from [TrulyGiftedMG.com](https://TrulyGiftedMG.com); redeemed for more than face value; transferred for value; redeemed for cash; returned for a cash refund (except to the extent required by law); or used in a manner otherwise prohibited by our Gift Card Balance. No portion of your Gift Card

Balance may be transferred to another [TrulyGiftedMG.com](https://TrulyGiftedMG.com) account.

- m. Risk of Loss. The risk of loss and title for Gift Cards pass to the purchaser upon our electronic transmission of the Gift Card to the purchaser or designated recipient, or our delivery to the carrier, whichever is applicable. Gift Cards must be obtained from [TrulyGiftedMG.com](https://TrulyGiftedMG.com), and you are responsible for safeguarding your Gift Card Balance or Gift Card from unauthorized use. We are not responsible if any Gift Card is lost, stolen, or destroyed, or if your Gift Card Balance or any Gift Card is used without your permission. There are a variety of Gift Card scams that request payment by Gift Card. Truly Gifted Music Group is not responsible for, and assumes no liability to you for, any unlawful conduct or fraud by any third party associated with any Gift Card.
- n. Violation of these Terms and Conditions. By using a Gift Card you agree to comply with these terms and conditions, and not to use a Gift Card in any manner that is misleading, deceptive, unfair, or otherwise harmful to [TrulyGiftedMG.com](https://TrulyGiftedMG.com), its affiliates, or its customers. We reserve the right, without notice to you, to void Gift Cards (including as a component of your Gift Card Balance) without a refund, suspend or terminate customer accounts, suspend or terminate the ability to use our services, cancel or limit orders, and bill alternative forms of payment if we suspect that a Gift Card is obtained, used, or applied to a [TrulyGiftedMG.com](https://TrulyGiftedMG.com) account (or your Gift Card Balance is applied to a purchase) fraudulently, unlawfully, or otherwise in violation of these terms and conditions.
- o. Limitation of Liability. TO THE FULL EXTENT PERMISSIBLE BY LAW, Truly Gifted Music Group MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CARDS OR YOUR Truly Gifted Music Group GIFT CARD BALANCE, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULL EXTENT PERMISSIBLE BY LAW, IN THE EVENT A GIFT CARD IS NON-FUNCTIONAL, YOUR



SOLE REMEDY, AND OUR SOLE LIABILITY, WILL BE THE REPLACEMENT OF THAT GIFT CARD.

- p. Disputes. Any dispute or claim relating in any way to Gift Cards or your TrulyGiftedMG.com Balance will be resolved by the dispute resolution terms in the Truly Gifted Music Group Terms of Service Truly Gifted Music Group Terms of Service.
- q. General Terms. The Truly Gifted Music Group Terms of Service apply. No fees apply to Gift Cards. We reserve the right to require additional verification of your identity, Gift Card or account ownership, or provision of an additional payment instrument, before you are able to apply a Gift Card to your account or your Gift Card Balance to a purchase.
- r. Governing Law / Jurisdiction. When you purchase, receive, or apply a Gift Card to your account, or your Gift Card Balance, you agree that the laws of the State of Delaware, United States of America, without regard to principles of choice of law or conflict of laws, will govern these terms and conditions and any dispute that may arise between you and Truly Gifted Music Group, Inc., and its affiliates related to your use of a Gift Card or your Gift Card Balance. We reserve the right to change these terms and conditions without notice, from time to time at our sole discretion. All terms and conditions are applicable to the extent permitted by law. If any of these terms and conditions are deemed invalid, void, or for any reason unenforceable, that unenforceable term will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions. Purchaser of Gift Card agrees to the exclusive jurisdiction of the Travis County, Texas to resolve any dispute, claim, or controversy that relates to or arises in connection with the Gift Card (including any non-contractual disputes/claims relating to or arising in connection with the Agreement) and is not subject to mandatory arbitration under Paragraph 11 (p).
- s. Balance Expiration. The portion of your TrulyGiftedMG.com Balance made up of Gift Cards issued after October 1, 2005 does not expire and may be applied to your TrulyGiftedMG.com account and applied to eligible

purchases despite any stated expiration date. Expiration dates also do not apply for the portion of your

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- t. Fraud. Truly Gifted Music Group reserves the right to refuse to honor a Gift Card where Truly Gifted Music Group suspects that the Gift Card was obtained fraudulently or is being used fraudulently.
- u. Pre-Resolution. If any controversy, allegation, or claim arises out of or relates to the Gift Card whether heretofore or hereafter arising (collectively, "Dispute"), then you and Truly Gifted Music Group agree to send a written notice to the other providing a reasonable description of the Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Paragraph. Your notice to us must be sent via email to [support@TrulyGiftedMG.com](mailto:support@TrulyGiftedMG.com). For a period of sixty (60) days from the date of receipt of notice from the other party, Truly Gifted Music Group and you will engage in a dialogue in order to attempt to resolve the Dispute, though nothing will require either you or Truly Gifted Music Group to resolve the Dispute on terms with respect to which you and Truly Gifted Music Group, in each of our sole discretion, are not comfortable.
- v. Dispute Resolution and Arbitration. In the event that You and Truly Gifted Music Group cannot come to any resolution as stated above in Paragraph 11(o), You and Truly Gifted Music Group agree that any dispute, claim, or controversy between you and Truly Gifted Music Group arising in connection with or relating in any way to your relationship with Truly Gifted Music Group as a user of the Gift Card (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of this Agreement) will be determined by mandatory binding individual (not class) arbitration. You and Truly Gifted Music Group further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence,

scope or validity of the Arbitration Agreement or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow this Agreement and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award any relief, including declaratory or injunctive relief, benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of the Agreement under Paragraph 11.

- w. Exceptions. Notwithstanding the clause above in Paragraph 11(p), you and Truly Gifted Music Group both agree that nothing in this Arbitration Agreement will be deemed to waive, preclude, or otherwise limit either of parties rights, at any time, to (1) bring an individual action in a U.S. small claims court or (2) bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of law, pending a final ruling from the arbitrator. In addition, this Arbitration Agreement does not prevent you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf (or vice versa).
- x. Class Action Waiver and Severability. AS IT RELATES TO GIFT CARDS, YOU AND Truly Gifted Music Group AGREE THAT EACH 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 ACTION. Unless both you and Truly Gifted Music Group agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award 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 a court decides that applicable law precludes enforcement of any of this paragraph's

limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. If a court decides that applicable law precludes enforcement of any term in this of Paragraph 11 other than this Paragraph 11(p)(ii), then such provision shall be modified or restricted to the extent and in the manner necessary to render it valid, legal, and enforceable. If such provision cannot be so modified or restricted, it shall be excised from Paragraph 11 without affecting the validity, legality or enforceability of the remainder of Paragraph 11, which shall be fully enforced. But if, for any reason, any court with competent jurisdiction holds that this restriction is unconscionable or unenforceable, then Paragraph 11 to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to Paragraph 11. Notwithstanding any other provision of Paragraph 11, any and all issues relating to the scope, interpretation and enforceability of the class action waiver provisions contained herein (described in this "No Class Action Matters" Paragraph, are to be decided only by a court of competent jurisdiction, and not by the arbitrator. The arbitrator does not have the power to vary these class action waiver provisions.

- y. **Arbitration Rules. ANY AND ALL DISPUTES ARISING BETWEEN YOU AND Truly Gifted Music Group (WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT— INCLUDING, BUT NOT LIMITED TO, FRAUD, ANY OTHER INTENTIONAL TORT OR NEGLIGENCE,—COMMON LAW, CONSTITUTIONAL PROVISION, RESPONDEAT SUPERIOR, AGENCY OR ANY OTHER LEGAL OR EQUITABLE THEORY), WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THESE TERMS, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. THIS INCLUDES ANY AND ALL DISPUTES BASED ON ANY GIFT CARD PURCHASED THROUGH THE SERVICE OR ADVERTISING AVAILABLE ON OR THROUGH THE SERVICE. For U.S. residents, the Federal Arbitration Act ("FAA"), not state law, shall govern the arbitrability of all**

disputes between Truly Gifted Music Group and you regarding the Truly Gifted Music Group Gift Card Services (and any Additional Terms) and the Service, including the "No Class Action Matters" Paragraph below. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. Truly Gifted Music Group and you agree, however, that the applicable state, federal or provincial law, as contemplated in Paragraph 11, shall apply to and govern, as appropriate, any and all claims or causes of action, remedies, and damages arising between you and Truly Gifted Music Group regarding the Truly Gifted Music Group Gift Card, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to any jurisdiction's choice of law principles. Any Dispute will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA"), except as modified herein, and the arbitration will be administered by the AAA. If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling to set a hearing then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. ("JAMS") using JAMS' streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of Truly Gifted Music Group consent to in writing. If an in-person arbitration hearing is required and you are a U.S. resident, then it will be conducted in Austin, Texas. You and Truly Gifted Music Group will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Truly Gifted Music Group to pay a greater portion or all of such fees and costs in order for this Paragraph to be enforceable, then Truly Gifted Music Group will have the right to elect to pay the fees and costs and proceed to arbitration. The arbitration will be conducted by a single arbitrator who will apply and be bound by Paragraph 11 and any Additional

Terms, and will determine any Dispute according to applicable law and facts based upon the record and no other basis, and will issue a reasoned award only in favor of the individual party seeking relief and only to the extent to provide relief warranted by that party's individual claim. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration and class action waiver provisions are for the court to decide. This arbitration provision shall survive termination of these Terms or the Service. You can obtain AAA and JAMS procedures, rules, and fee information as follows: AAA: 800.778.7879 and <https://www.adr.org> and JAMS: 800.352.5267 and <https://www.jamsadr.com>.

- z. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail, Federal Express, UPS, or Express Mail (signature required) to 4301 W William Cannon Dr Ste B-150 #408 Austin, TX 78749, or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). The Parties agree to send a written notice to the other providing a reasonable description of the Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under Paragraph 11. For a period of sixty (60) days from the date of receipt of notice from the other party, Truly Gifted Music Group and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or Truly Gifted Music Group to resolve the Dispute on terms with respect to which you and Truly Gifted Music Group, in each of our sole discretion, are not comfortable.
- aa. Limited Time to File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT A EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN PARAGRAPH 11(f) WITHIN ONE (1) YEAR AFTER

THE DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED. Commencing means, as applicable: (a) by delivery of written notice as set forth above in Paragraph 11(p)(iv); (b) filing for arbitration as set forth in Paragraph 11(p)(iii); or (c) filing an action in state, Federal or provincial court in accordance with Paragraph 11(l).

- bb. Injunctive Relief. The foregoing provisions of this Paragraph 11 will not apply to any legal action taken by Truly Gifted Music Group to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Service, any Content, your User-Generated Content and/or Truly Gifted Music Group's intellectual property rights (including such Truly Gifted Music Group may claim that may be in dispute), Truly Gifted Music Group's operations, and/or Truly Gifted Music Group's products or services.
- cc. Questions. For assistance and questions regarding your Card, including balance inquiries, please visit [support@TrulyGiftedMG.com](mailto:support@TrulyGiftedMG.com).

## **D. Accounts**

### **1. General**

- g. In order to access or use some (or potentially all) of the features on the Service, you may be required to first register for a user account through our registration process that we make available through the Service (and purchase a subscription as described in Section 2 above). The Service's practices governing any resulting collection and use of your personal information are disclosed in our [Privacy Policy](#).
- h. If you register for any feature that requires a password and/or username, then you will select your own password at the time of registration (or we may send you an e-mail notification with a randomly generated initial password) and you agree that: (i) You will not use a username (or e-mail address) that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive. We may reject the use of any password, username, or e-mail address for any other reason in our sole discretion; (ii) You will provide true,

accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete; (iii) You are solely responsible for all activities that occur under your account, password, and username - whether or not you authorized the activity; (iv) You are solely responsible for maintaining the confidentiality of your password and for restricting access to your Device so that others may not access any password protected portion of the Service using your name, username, or password; (v) You will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security; and (vi) You will not sell, transfer, or assign your account or any account rights. We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations. If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, any Additional Terms, or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits - all in our sole discretion, for any reason, and without advance notice or liability.

- i. Usernames are provided to the first individual to register an open and available username through your profile settings. Usernames are provided on a first come, first serve basis. However, usernames may be freed up for re-registration, without notice, if: (i) they violate previously registered intellectual property; (ii) are involved in an active impersonation (which shall be determined in the sole discretion of Truly Gifted Music Group) ; or (iii) are no longer active, meaning, there is no activity associated with the account for at least 12 months.

## **E. Content You Submit and Community Usage Rules**

### **1. User-Generated Content**



g. Truly Gifted Music Group may now or in the future offer users of the Service the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Service (collectively, "submit") messages, text, illustrations, files, images, graphics, photos, comments, feedback, surveys, responses, videos, information, content, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein but expressly excluding Music Content (collectively, "User - Generated Content"). Truly Gifted Music Group may allow you to do this through forums, email, and other communications functionality. Subject to the license you grant in these Terms, you retain whatever legally cognizable right, title, and interest that you have in your User-Generated Content and you remain ultimately responsible for it.

**2. Non - Confidentiality of Your User - Generated Content**

g. Except as otherwise described in the Service's posted Privacy Policy or any Additional Terms, you agree that: (a) your User-Generated Content will be treated as non-confidential - regardless of whether you mark them "confidential," "proprietary," or the like - and will not be returned; and (b) Truly Gifted Music Group does not assume any obligation of any kind to you or any third party with respect to your User-Generated Content. Upon Truly Gifted Music Group's request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with these Terms or any Additional Terms.

h. You acknowledge that the Internet and mobile communications may be subject to breaches of security and that you are aware that submissions of User-Generated Content may not be secure, and you will consider this before submitting any User-Generated Content and do so at your own risk. In your communications with Truly Gifted Music Group, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions,

or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, "Unsolicited Ideas and Materials").

- i. Any Unsolicited Ideas and Materials you post on or send to us via the Service are deemed User-Generated Content and licensed to us as set forth below. In addition, Truly Gifted Music Group retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. Truly Gifted Music Group's receipt of your Unsolicited Ideas and Materials is not an admission by Truly Gifted Music Group of their novelty, priority, or originality, and it does not impair Truly Gifted Music Group's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

**3. License to Truly Gifted Music Group of Your User - Generated Content**

- g. Except as otherwise described in any applicable Additional Terms, you grant to Truly Gifted Music Group the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your User-Generated Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User-Generated Content and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User-Generated Content for any purposes

whatsoever, including developing, producing, and marketing products and/or services.

- h. You understand that in exercising such rights metadata, notices and content may be removed or altered, including copyright management information, and you consent thereto and warrant you have all necessary authority to do so. In order to further effect the rights and license that you grant to Truly Gifted Music Group to your User-Generated Content, you also hereby grant to Truly Gifted Music Group, and agree to grant to Truly Gifted Music Group, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any User-Generated Content, without any obligation or remuneration to you.
- i. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User-Generated Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section.

#### **4. Exclusive Right to Manage Our Service**

- g. Truly Gifted Music Group may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your User-Generated Content, and Truly Gifted Music Group may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of User-Generated Content and reviews without notice or any liability to you or any third party in connection with our operation of User-Generated Content venues in an appropriate manner. Without limitation, we may do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional

Terms, including, without limitation, the content restrictions set forth below in the Rules (defined in Paragraph E Section (7)(b)).

- h. Such User-Generated Content submitted by you or others need not be maintained on the Service by us for any period of time and you will not have the right, once submitted, to access, archive, maintain, or otherwise use such User-Generated Content on the Service or elsewhere.

**5. Representations and Warranties Related to Your User - Generated Content**

- g. Each time you submit any User-Generated Content, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside or are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User-Generated Content you submit, and that, as to that User-Generated Content: (a) you are the sole author and owner of the intellectual property and other rights to the User-Generated Content, or you have a lawful right to submit the User-Generated Content and grant Truly Gifted Music Group the rights to it that you are granting by these Terms and any Additional Terms, all without any Truly Gifted Music Group obligation to obtain consent of any third party and without creating any obligation or liability of Truly Gifted Music Group; (b) the User-Generated Content is accurate; (c) the User-Generated Content does not and, as to Truly Gifted Music Group's permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third party; and (d) the User-Generated Content will not violate these Terms (including the Rules) or any Additional Terms, or cause injury or harm to any person.
- h. You also agree that, if you desire to use Truly Gifted Music Group Publishing Services ("Publisher"): (i) You are at least eighteen (18) years of age, or have the authorization of a parent or legal guardian to enter this Agreement; (ii) If you are entering into this Agreement on your behalf as a Songwriter, You are not currently signed to an exclusive songwriter, co-publishing, administration or other Agreement regarding Your Interest in any Compositions or

Songwriting Services; (iii) All registration information and other information you submit to Truly Gifted Music Group and Publisher is and will remain truthful and accurate and You will notify us promptly if any information changes or needs to be updated. In the event we are put on notice with respect to a discrepancy or any inaccuracy with respect to information provided in the Registration, we shall have the right to suspend payments generated in connection with the Compositions in question until the discrepancy or inaccuracy is resolved to our reasonable satisfaction, without limitation of our indemnification rights as set forth below; (iv) You have and shall continue to have the full right, capacity, power and authority to enter and fully perform this Agreement. Without limiting the foregoing, no consent of any third party is required, nor shall it be required, in order to effectuate the grant of rights made to Truly Gifted Music Group and Publisher under this Agreement, or Truly Gifted Music Group and Publisher's enjoyment of such rights and the proceeds thereof as contemplated hereunder; (v) Neither the music, title, lyrics or other material comprising the Compositions nor any part thereof is or shall be a copy of any other copyrighted work, or infringes or shall infringe upon any statutory or common law rights of any third party; or violates or shall violate any statutory or common law. Without limiting the foregoing, no Composition embodies a "sample," "interpolation," arrangement, or other portion of a musical composition owned or controlled by a third party; (vi) The Compositions shall be free from any adverse claims, liens or encumbrances of any kind by any person or entity; (vii) Truly Gifted Music Group and Publisher shall not be required to make any payments of any nature for, in connection with, the exploitation of the Compositions except as specifically set forth herein; (viii) You hereby represent and warrant: (1) there are and there shall be no liens, encumbrances or other charges against the Composition(s), including, without limitation, any Samples incorporated therein by You and/or any third party engaged by You; (2) no selections, materials, ideas, or other properties furnished by You and embodied or contained in

the Composition(s), nor the exercise by Truly Gifted Music Group and/or Publisher of any of its rights hereunder, will violate or infringe upon any law or statutory right of any third party; (3) You have the full right, power and authority to agree to these Terms, grant the rights conveyed to Publisher hereunder, and perform the material terms and obligations hereunder; and (4) You have not entered into and shall not enter into to any agreement with any third-party record company, distributor, music publisher, or any other person or entity that would conflict, inhibit, restrict or impair the rights granted to Publisher hereunder or the performance of your obligations under these Terms; (vix) You hereby represent and warrant that the use or other exploitation of Your Content, including, but not limited to, any musical compositions, by us and our Licensees as contemplated by this Agreement will not infringe or violate the rights of any third party, including, without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights; (x) You hereby represent and warrant that no selections, materials, ideas, or other properties furnished by us and embodied or contained in any Derivative Master(s) or Derivative Composition(s), nor the exercise by Publisher of any of its rights hereunder, will violate or infringe upon any law or statutory right of any third party, including without limitation copyright, trademark right or right of publicity or privacy; (xi) You hereby represent and warrant to the extent you are the songwriter of any or all of the musical works embodied in Your Content, whether in whole or in part (e.g., as a co-writer), you have the full right, power, and authority to grant the rights set forth in this Agreement notwithstanding the provisions of any agreement you may have entered into with any PRO, whether based in the United States or elsewhere, or any music publisher, and that you are solely responsible for taking all steps necessary to inform such PRO or music publisher of your grant of a royalty free license to us and our Licensees for the public performance and communication to the public of Your Content, including as Clips, and that no fees or payments of any kind whatsoever

shall be due to any PRO or music publisher for the use of the musical works in Your Content when publicly performed, communicated or otherwise transmitted by Truly Gifted Music Group and Publisher or its Licensees;

(xii) You hereby represent and warrant you have not assigned any of the rights in and to the musical compositions to any third party (e.g., a music publisher) that obtained exclusive rights in and to musical compositions;

(xiii) You hereby represent and warrant that if it is ever determined that you have acted contrary to any other agreements you have in place, you shall cause any and all of your respective PRO (Performing Rights Organizations), CMOs (Collective Management Organization), publishing administrators, agents, Entities, their parent company and subsidiaries, or their respective employees, officers, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns, as applicable, to license to Truly Gifted Music Group, Publisher and/or Publisher's publishing administrators, agents, Publisher's parent company and subsidiaries, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns the rights in any of the Composition pursuant to the terms and conditions of this agreement. You shall issue or shall cause the necessary above parties in this paragraph) to issue a non-exclusive, worldwide, and perpetual licenses for use of the Composition in connection with any Composition(s) and/or Derivative Composition(s) hereunder, including, without limitation, any unauthorized commercial exploitation thereof;

(xiv) You hereby forever release and covenant not to sue Truly Gifted Music Group, Publisher, its parents, subsidiaries, officers, representatives, employees, affiliates, successors, licensees, its affiliated publishers, its affiliated subpublishers, administrators and assigns from any and all claims arising out of or in connection with any act or omission of any third party in connection with any Composition(s), Derivative and/or Derivative Composition(s) hereunder, including, without limitation, any unauthorized commercial exploitation thereof;

(x) You

agree to, and you hereby, defend, indemnify, and hold Truly Gifted Music Group, Publisher, its parents, subsidiaries, officers, representatives, employees, affiliates, successors, licensees, its affiliated publishers, its affiliated subpublishers, administrators, and assigns harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Publisher Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (1) your User-Generated Content; (2) your use of the Service and your activities in connection with the Service; (3) your breach or alleged breach of these Terms or any Additional Terms; (4) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (5) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (6) any misrepresentation made by you; and (7) Publisher Parties' use of the information or content that you submit to us (including your User-Generated Content and Music Content) (all of the foregoing, "Claims and Losses").

- i. You also agree that, if you desire to use the Service to facilitate your ability to understand and have access to data and information on where and how your Recordings and/or Compositions are being used across the global web via Truly Gifted Music Group BeatID Service ("Identification"): (i) you understand that use of the Identification Service is an "open end" agreement which means you can decide for yourself when to end it and stop the Identification; (ii) you understand that terminating this service results in a termination of the identification and



either party can terminate this license at any time. Terminations can be made by email to support@TrulyGiftedMG.com; (iii) you understand that we reserve the right to refuse identification of your tracks, all within our sole discretion; (iv) you understand that you will be charged an identification fee in line with the pricing page which details the identification services; (v) you understand that we reserve the right to add a payment fee for certain payment options all within our sole discretion; (vi) you understand that You may cancel your enrollment by sending an email to support@TrulyGiftedMG.com and your cancellation shall be effective at the end of the enrollment period. Fees are non-refundable once paid and you are solely responsible for all charges, fees, duties, taxes, and assessments arising out of any use of your Truly Gifted Music Group Music Identification Services by you or anyone else using your Account. (vi) you agree that All Identification information and other information you submit to Truly Gifted Music Group and Publisher is and will remain truthful and accurate. You understand that your failure to accurately provide all necessary information, could prevent identification services from being implemented on your Recordings. You will notify us promptly if any information changes or needs to be updated. In the event we are put on notice with respect to a discrepancy or any inaccuracy with respect to information provided in the Identification, we shall have the right to suspend payments generated in connection with the Compositions that have been Registered with Truly Gifted Music Group Publishing, which are in question until the discrepancy or inaccuracy is resolved to our reasonable satisfaction, without limitation of our indemnification rights as set forth below; (vii) you agree that You have and shall continue to have the full right, capacity, power and authority to enter and fully perform this Agreement. Without limiting the foregoing, no consent of any third party is required, nor shall it be required, in order to effectuate the grant of rights made to Truly Gifted Music Group under this Agreement, or Truly Gifted Music Group's and Publisher's enjoyment of such rights and the

proceeds thereof as contemplated hereunder; (viii) you agree that neither the music, title, lyrics or other material comprising the Masters or Compositions nor any part thereof is or shall be a copy of any other copyrighted work, or infringes or shall infringe upon any statutory or common law rights of any third party; or violates or shall violate any statutory or common law. Without limiting the foregoing, no Master or Composition embodies a “sample,” “interpolation,” arrangement, or other portion of a musical composition owned or controlled by a third party; (ix) you agree that the Masters or Compositions that you submit for identification shall be free from any adverse claims, liens or encumbrances of any kind by any person or entity; (x) you agree that Truly Gifted Music Group shall not be required to make any payments of any nature for, in connection with, the exploitation of the Compositions except as specifically set forth herein; (xi) You hereby represent and warrant: (1) there are and there shall be no liens, encumbrances or other charges against the Composition(s), including, without limitation, any Samples incorporated therein by You and/or any third party engaged by You; (2) no selections, materials, ideas, or other properties furnished by You and embodied or contained in the Composition(s), nor the exercise by Truly Gifted Music Group of any of its rights hereunder, will violate or infringe upon any law or statutory right of any third party; (3) You have the full right, power and authority to agree to these Terms, grant the rights conveyed to Truly Gifted Music Group hereunder, and perform the material terms and obligations hereunder; and (4) You have not entered into and shall not enter into to any agreement with any third-party record company, distributor, music publisher, or any other person or entity that would conflict, inhibit, restrict or impair the rights granted to Truly Gifted Music Group hereunder or the performance of your obligations under these Terms; (xii) You hereby represent and warrant that the use or other exploitation of Your Content, including, but not limited to, any musical compositions, by us and our Licensees as contemplated by this Agreement will not infringe or violate the rights of any third party, including, without limitation,

any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights; (xiii) You hereby represent and warrant that no selections, materials, ideas, or other properties furnished by You and embodied or contained in any Derivative Master(s) or Derivative Composition(s), nor the exercise by Truly Gifted Music Group and Publisher of any of its rights hereunder, will violate or infringe upon any law or statutory right of any third party, including without limitation copyright, trademark right or right of publicity or privacy; (xiv) You hereby represent and warrant to the extent you are the songwriter of any or all of the musical works embodied in Your Content, whether in whole or in part (e.g., as a co-writer), you have the full right, power, and authority to grant the rights set forth in this Agreement notwithstanding the provisions of any agreement you may have entered into with any PRO, whether based in the United States or elsewhere, or any music publisher, and that you are solely responsible for taking all steps necessary to inform such PRO or music publisher of your grant of a royalty free license to us and our Licensees for the public performance and communication to the public of Your Content, including as Clips, and that no fees or payments of any kind whatsoever shall be due to any PRO or music publisher for the use of the musical works in Your Content when publicly performed, communicated or otherwise transmitted by Truly Gifted Music Group and Publisher or its Licensees; (xv) You hereby represent and warrant you have not assigned any of the rights in and to the musical compositions to any third party (e.g., a music publisher) that obtained exclusive rights in and to musical compositions; (xvi) You hereby represent and warrant that if it is ever determined that you have acted contrary to any other agreements you have in place, you shall cause any and all of your respective PRO (Performing Rights Organizations), CMOs (Collective Management Organization), publishing administrators, agents, Entities, their parent company and subsidiaries, or their respective employees, officers, directors, members, managers, shareholders, agents, vendors, licensors, licensees,

contractors, customers, successors, and assigns, as applicable, to license to Truly Gifted Music Group, Publisher and/or Publisher's publishing administrators, agents, Publisher's parent company and subsidiaries, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns the rights in any of the Composition pursuant to the terms and conditions of this agreement. You shall issue or shall cause the necessary above parties in this paragraph) to issue a non-exclusive, worldwide, and perpetual licenses for use of the Composition in connection with any Composition(s) and/or Derivative Composition(s) hereunder, including, without limitation, any unauthorized commercial exploitation thereof; (xvi) You hereby forever release and covenant not to sue Truly Gifted Music Group, Publisher, its parents, subsidiaries, officers, representatives, employees, affiliates, successors, licensees, its affiliated publishers, its affiliated subpublishers, administrators and assigns from any and all claims arising out of or in connection with any act or omission of any third party in connection with any Composition(s), Derivative and/or Derivative Composition(s) hereunder, including, without limitation, any unauthorized commercial exploitation thereof; (xvii) You agree to, and you hereby, defend, indemnify, and hold Truly Gifted Music Group, Publisher, its parents, subsidiaries, officers, representatives, employees, affiliates, successors, licensees, its affiliated publishers, its affiliated subpublishers, administrators, and assigns harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Publisher Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (1) your User-Generated Content; (2) your use of the Service and your activities in connection with the Service; (3) your breach or alleged breach of these Terms or any Additional Terms; (4) your violation or alleged

violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (5) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (6) any misrepresentation made by you; and (7) Publisher Parties' use of the information or content that you submit to us (including your User-Generated Content and Music Content) (all of the foregoing, "Claims and Losses"); (xviii) you will not submit for identification of Recordings or Compositions for which you are not authorised to identify; (xix) you will not submit for identification of Recordings or Compositions with uncleared samples; (xx) you will not submit incorrect data, but especially pertaining to copyright holders.

- j. You also agree that, if you desire to use the Service to join the Truly Gifted Music Group Affiliate Program in order to receive a Truly Gifted Music Group affiliate commission for inviting a new Truly Gifted Music Group member: (i) You must have a valid account on [TrulyGiftedMG.com](http://TrulyGiftedMG.com) website; (ii) You must apply to become a Truly Gifted Music Group affiliate and have your application approved; (iii) You must agree to the Truly Gifted Music Group Terms of Service and Privacy Policy (iv) The customer you refer must use your assigned affiliate code, complete the Truly Gifted Music Group signup process, agree to the Truly Gifted Music Group Terms of Service and Truly Gifted Music Group Privacy Policy, have a valid account on [TrulyGiftedMG.com](http://TrulyGiftedMG.com), and purchase a qualifying Truly Gifted Music Group subscription. We will determine in our sole discretion whether your affiliate code was used to create the account; (v) The referred customer who registered the new account must be a new Truly Gifted Music Group member and not an existing or returning Truly Gifted Music Group member (we will determine in our sole discretion whether the customer is a new customer); and (vi) The referred customer must not cancel

their Truly Gifted Music Group subscription within 30 days of registration.

Once the above actions have been taken and verified by Truly Gifted Music Group, you will receive an affiliate commission of 10% of the price of the referred customer's first year subscription. You will receive the commission after Truly Gifted Music Group has determined that you have met and complied with all of the Terms and Conditions of the Truly Gifted Music Group Affiliate Program.

Affiliate commissions are issued to a single Truly Gifted Music Group account at our discretion and cannot be transferred, bartered, or sold.

Participation in the Truly Gifted Music Group Affiliate Program may require you to submit personal information about you and the customers you refer, such as name and email address. You agree to receive communications from us with regard to your participation in the Truly Gifted Music Group Affiliate Program and to issue your commission, and to allow us to communicate with referred customers about your participation (for example, by disclosing to them that an invitation was sent by you). Any information collected from you or your referred customers as part of the Truly Gifted Music Group Affiliate Program will be subject to Truly Gifted Music Group Privacy Policy. If you participate in the Truly Gifted Music Group Placement Program, you will not receive affiliate commission on any transaction for which you receive any Truly Gifted Music Group Placement Program commission. We may void your affiliate commissions, terminate your eligibility to earn affiliate commissions, or terminate your account, or the accounts of Truly Gifted Music Group members you refer, if you or they take any of the following actions: (i) Open multiple accounts, including with different email addresses, for the same person in order to generate additional affiliate commissions; (ii) Refer and/or solicit customers using spam, bots, display advertising, sponsored links, unsolicited emails, unsolicited emails to customers of other beat selling marketplaces, or links on message boards or forums; (iii) Distribute your personal

affiliate code via email or text message or in any offline method (e.g., in any printed material, mailing, or other document, or any oral solicitation), other than through any online tools we make available to you; (iv) Use false names, impersonate other people, or otherwise provide false or misleading information to us; (v) Offer any incentive to others to register new accounts; (vi) Violate these terms or any other of Truly Gifted Music Group's Terms of Service or the Truly Gifted Music Group Privacy Policy in any way; (vii) Violate the Truly Gifted Music Group Placement Terms in any way; and/or (viii) Participate in the Truly Gifted Music Group Affiliate Program, if doing so would be prohibited by any applicable laws or regulations.

The commission shall be considered complete consideration for all Referrals made during the Term. You shall be responsible for any and all income and other taxes applicable to it in connection with its receipt of Compensation pursuant hereto and as an independent contractor of the Company. Truly Gifted Music Group will not be responsible for any of your expenses in the course of the performance of its obligations hereunder unless such expenses have been previously approved in writing by Truly Gifted Music Group. You shall not have the right to bind Truly Gifted Music Group to any obligation or create any obligation of TrulyGiftedMG.

We reserve the right in our sole discretion at any time and without prior notice to you to add to, remove, or otherwise change these terms, including, without limitation, by changing the amount of the affiliate commission, modifying how you may earn and spend affiliate commissions, modifying the duration and expiration of affiliate commissions, requiring minimum purchase amounts for use of affiliate commissions, changing the maximum amount of affiliate commissions that you may earn, and discontinuing the Truly Gifted Music Group Affiliate Program entirely. We will post an updated version of these terms on the [TrulyGiftedMG.com](http://TrulyGiftedMG.com) website, and you will be deemed to have accepted such changes by continuing to use the [TrulyGiftedMG.com](http://TrulyGiftedMG.com) website, or by

your continued participation in the Truly Gifted Music Group Affiliate Program after the date such changes are posted. If you do not agree to these terms, please discontinue your participation in the Truly Gifted Music Group Affiliate Program.

- k. You also agree that, if you desire to use the Service to join the Truly Gifted Music Group Placement Program in order to receive a placement commission: (i) You must have a valid account on [TrulyGiftedMG.com](http://TrulyGiftedMG.com) website; (ii) You must agree to the Truly Gifted Music Group Terms of Service and Truly Gifted Music Group Privacy Policy; (iii) You must apply to become a Truly Gifted Music Group ambassador and have your application approved; and (iv) You must pitch beats that turn into a successful placement(s) and/or collaboration(s) that are actually commercially released and monetized on at least one Music Digital Service Provider (“DSP”).

Based on all the relevant factors and your compliance with the Truly Gifted Music Group Placement Program Terms and Conditions, in addition to the Truly Gifted Music Group Terms of Service, Truly Gifted Music Group will determine in our sole discretion whether you are entitled to a commission and what that commission will be.

You will receive the commission after Truly Gifted Music Group has determined that you have met and complied with all of the Terms and Conditions of the Truly Gifted Music Group Placement Program.

Commissions are issued to a single Truly Gifted Music Group account at our discretion and cannot be transferred, bartered, or sold. Any commission given to You shall be considered complete consideration and Truly Gifted Music Group shall not owe you any other form or type of compensation. You shall be responsible for any and all income and other taxes applicable to it in connection with receipt of Compensation pursuant hereto and shall be classified as an independent contractor. Truly Gifted Music Group will not be responsible for any of your expenses in the course of the performance of your obligations hereunder unless such expenses have been previously approved in writing by Truly Gifted Music Group. You



shall not have the right to bind or create any obligation for TrulyGiftedMG.

Participation in the Truly Gifted Music Group Placement Program may require you to submit personal information about you and the customers you refer, such as name and email address. You agree to receive communications from us with regard to your participation in the Truly Gifted Music Group Placement Program and to issue your commission, and to allow us to communicate with relevant third parties about your participation (for example, by disclosing to them that you were a part of the placement. Any information collected from you or your referred customers as part of the Truly Gifted Music Group Placement Program will be subject to Truly Gifted Music Group Privacy Policy. If you do not agree to these terms, please discontinue your participation in the Truly Gifted Music Group Placement Program.

If you participate in the Truly Gifted Music Group Placement Program, you will not receive a commission on any transaction for which you receive any Truly Gifted Music Group Affiliate Commission.

We may void your placement commissions, terminate your eligibility to earn placement commissions, or terminate your account, or the accounts of Truly Gifted Music Group members you refer, if you or they take any of the following actions: (i) Open multiple accounts, including with different email addresses, for the same person in order to generate additional commissions; (ii) Refer and/or solicit placements and/or customers, using spam, bots, display advertising, sponsored links, unsolicited emails, unsolicited emails to customers of other beat selling marketplaces, or links on message boards or forums; (iii) Distribute any Truly Gifted Music Group affiliate code via email or text message or in any offline method (e.g., in any printed material, mailing, or other document, or any oral solicitation), other than through any online tools we make available to you; (iv) Use false names, impersonate other people, or otherwise provide false or misleading information to us; (v) Offer any incentive to others to register new accounts; (vi) Violate the Truly Gifted Music

Group Placement Program Terms or any other of Truly Gifted Music Group's Terms of Service in any way; (vi) Violate the Truly Gifted Music Group Affiliate Terms in any way; and/or Participate in the Truly Gifted Music Group Placement Program, if doing so would be prohibited by any applicable laws or regulations.

We reserve the right in our sole discretion at any time and without prior notice to you to add to, remove, or otherwise change these terms, including, without limitation, by changing the amount of the placement commission, modifying how you may earn, receive, and/or spend placement commissions, modifying the duration and expiration of the placement commissions, requiring minimum purchase amounts for use of the placement commissions, changing the maximum amount of placement commissions that you may earn, and discontinuing the Truly Gifted Music Group Placement Program entirely. We will post an updated version of these terms on the [TrulyGiftedMG.com](http://TrulyGiftedMG.com) website, and you will be deemed to have accepted such changes by continuing to use the [TrulyGiftedMG.com](http://TrulyGiftedMG.com) website, or by your continued participation in the Truly Gifted Music Group Placement Program after the date such changes are posted.

1. You also agree that, if you desire to use the Service to utilize Truly Gifted Music Group Distribution Services in accordance with your Distribution Services Agreement with Truly Gifted Music Group ("Distribution Agreement"): (i) You hereby grant to us (and our designees) the exclusive right and license to sell, copy, distribute, perform, sublicense and otherwise exploit, via any manner, medium or media now known or hereinafter devised, any reproductions of the Recordings throughout the Territory and during the Term. This includes, but is not limited to, streaming, downloads, sales of physical records, synchronization licenses, compilation licenses, and licensing of performance rights related to the master recording (e.g., neighboring rights), and the right to sub-license all of the foregoing rights to third parties, in our discretion, for distribution and/or exploitation of the Recordings derived throughout the Territory; (ii) You

hereby grant to us and our designees shall have the right, throughout the Territory and during the Term, to use and to permit others to use Licensor's name (and any associated service marks and/or trademarks), any artwork created, owned and/or controlled by Licensor in connection with a Recording, the names of any artist whose performance is embodied in a Recording (each, an "Artist"), any Artist's prior written approved likenesses and prior written approved biographical material pertaining to such Artist (collectively, the "Related Materials") solely for purposes of trade and advertising in connection with the Recordings and any phonorecords derived therefrom. Licensor shall be deemed to have approved such Related Materials if you fail to submit to us in writing your specific objections within five (5) business days after we have notified you of their availability for your inspection; (iii) You agree that in connection with exploitation of the Recordings hereunder, Licensor shall be responsible for the following: (a) all royalties or fees due to any party as a result of samples and/or footage included in the Recordings; (b) all payments that may be required under collective bargaining agreements applicable to Licensor and its affiliates; (c) all music publishing licenses and royalties or fees in respect of the underlying musical compositions embodied in the Recordings, including, without limitation, synchronization licenses, excluding mechanical licenses and royalties; (iv) You warrant and represent that: (a) you have the right and power to enter into and fully perform this Distribution Agreement; b) you and the applicable Artist have obtained all necessary licenses, approvals, consents and permissions in connection with the material incorporated into the applicable Recording, as well as any artwork, music videos, or other marketing material that are furnished by you; (c) Truly Gifted Music Group shall not be required to make any payments of any nature (including, without limitation, royalties or fees to copyright owners in respect of the compositions embodied on the Recordings and royalties or fees to artists and other performers) for, or in connection with, the acquisition, exercise, or exploitation of rights granted by Licensor to Company hereunder, except as

expressly provided herein; and (d) no Materials (as hereinafter defined) furnished by you or the applicable Artist hereunder, or any use thereof, will violate any law or infringe upon or violate the rights of any third party. As used herein, "Materials" shall mean and include, as applicable: (x) your and the applicable Artist's respective contributions to the applicable Recording; (y) your (and any Artist's) name; and (z) all other materials, ideas, other intellectual properties or elements furnished or contributed by you or individuals engaged or furnished by you (including, without limitation, any Artist) and embodied in any Recording (including, without limitation, any so-called "samples") and the corresponding Related Materials, or otherwise exhibited via any Channels; (iv) You agree and acknowledge that we shall not be obligated to release or exploit any Recording(s) or Materials hereunder as it relates to your Distribution Agreement; (vii) You agree and acknowledge that we shall have the right to remove any Recording(s), associated Materials including, but not limited to, images, metadata, and/or associated links from distribution at any time including, but not limited to, at the end of the Term of Your Distribution Agreement; (viii) You agree and acknowledge that we shall have the right to change the terms of this Distribution Agreement at any time, with notice to you, on a prospective basis; (ix) You agree that you will repay Company, promptly upon request therefor, for any costs and expenses incurred by it in connection with any claim related to a breach or alleged breach of the above representations and warranties, including, without limitation any copyright infringement claims or demand for money as it relates to your Distribution Agreement. In the event of any third party claim, or if we believe in our sole good faith discretion that any Recording violates the rights of a third party such that a third party claim may arise, we may withhold sums due to you hereunder in an amount reasonably consistent with such claim or potential claim pending a final determination; and (x) You agree that we shall have the right, at our election, to assign any of our rights hereunder, in whole or in part, to any person, firm or corporation, You shall not

have the right to assign any of your obligations or rights hereunder except with respect to your one-time right to receive payments hereunder, following reasonable advance written notice to us, and any unauthorized assignment by you shall be void ab initio.

- m. The following terms apply to your use of Truly Gifted Music Group Promote for the creation, submission, delivery, or purchase of any advertising, promotion, marketing or other commercial or sponsored activity or content (collectively referred to hereinafter as the “Campaign(s)”) on the Truly Gifted Music Group Platform.
  - i. When you create a Campaign, you will tell us what you want to promote. You will have the option to promote a Track, an Album, or your Profile.
  - ii. Then you will be able to set the duration and budget for a Campaign in order to determine how long you want the Campaign to run and how much you want the Campaign to cost.
  - iii. If your payment and Campaign is accepted, we will use reasonable efforts to deliver your Campaign as inventory becomes available. Delivery shall also be subject to the availability of your budget.
  - iv. Please note that we cannot guarantee in every instance that your Campaign will reach its intended target, achieve the outcome you select, or not be affected by forces beyond the control of TrulyGiftedMG.
  - v. Your Campaign must comply with all applicable laws, regulations, and guidelines, as well as the Truly Gifted Music Group Terms of Service. Failure to comply may result in a variety of consequences, including the cancellation of your Campaign with no refund and termination of your Account.
  - vi. Truly Gifted Music Group may reject or remove any Campaign for any reason.
  - vii. You will pay for your Campaign in accordance with the following rules:

- i. You will comply with the Truly Gifted Music Group Terms of Service.
- ii. You will pay all amounts specified in each Campaign you place, along with any applicable taxes. The amount you owe for each Campaign will be calculated based on our internal calculations.
- iii. By creating a Campaign, you authorize us to process your payment of choice, either when you purchase and/or pay for the Campaign or at any time thereafter.
- iv. You are responsible for maintaining the security of your Account, and you understand that you will be charged for any Campaigns placed on or through your Account.
- v. You agree that we can charge you the amount that was displayed at the time when you created your Campaign. In the event that the cost of such Campaign increases, we will use reasonable efforts to notify you if the cost of your Campaign will exceed the amount that was displayed at the time when you Created your Campaign. You agree and acknowledge that Truly Gifted Music Group shall have the right to charge you for the amounts which exceed the original projected cost of your Campaign.
- vi. You can cancel your Campaign at any time. However, you are still

responsible for paying all amounts related to Campaigns that run.

- vii. The amounts we charge you may be subject to and include applicable taxes and levies, including without limitation withholding taxes. You are responsible for bearing and remitting any taxes that apply to your transactions. You will indemnify, defend and hold us harmless from and against any claim arising out of your failure to adhere to these Terms and pay such amounts.
- viii. In the event that your payment method fails or you owe money for Campaigns, we may take additional steps to collect past due amounts in accordance with the Truly Gifted Music Group Terms of Service. You agree to pay all expenses associated with such collection, including fees, interest, and reasonable attorneys' fees.
- ix. From time to time, Truly Gifted Music Group will need to optimize, test improvements, and fix bugs in order to provide the ability to create Campaigns. You acknowledge and agree that this could impact your Campaigns and the reach of your Campaigns. We reserve the right to test, make improvements, fix bugs when we believe it will be beneficial, all without any obligation to do so or without any liability to you.

- viii. Truly Gifted Music Group will determine the size, placement, and positioning of your Campaign all in its sole discretion.
- ix. Scheduling and/or delivery of your Campaign is subject to availability and may not be continuous.
- x. We do not guarantee the number of people who will see your Campaign, the number of clicks your Campaign will get, that your Campaigns will drive engagement to your Tracks, Albums, or Profile, that your Campaign will gain you more followers or increase your sales, the reach, performance, the number of impressions, or traffic that your Campaigns will receive. Furthermore, you acknowledge and agree that bugs and issues beyond the control of Truly Gifted Music Group can drastically impact and affect the reach of your Campaigns.
- xi. Truly Gifted Music Group cannot control how clicks are generated on your Campaigns. We are not responsible for click fraud, technological issues, or other potentially invalid click activity that may affect the cost and impact of your Campaigns.
- xii. You consent that Truly Gifted Music Group may disclose information about your Campaign in accordance with the Truly Gifted Music Group Privacy Policy, and all information associated with your Campaign, to a governmental entity, or third party if Truly Gifted Music Group believes that such disclosure would comply with the Truly Gifted Music Group Privacy Policy.
- xiii. We will provide you with estimations about how your Campaigns are performing. You understand and agree that such numbers, estimations, and reports are for your convenience only and not for any other purpose, and Truly Gifted Music Group makes



no representation or warranty as to the accuracy of, and will not be bound by any information furnished to you.

- xiv. You agree that updates to the Truly Gifted Music Group Privacy Policy and transparency tools implemented onto the Truly Gifted Music Group Platform, may impact the reach of your Campaign and/or to prevent people from seeing your Campaign.
- xv. We may ask you to review and accept supplemental terms that apply to your use of a specific feature or functionality made available through Truly Gifted Music Group Promote. To the extent those supplemental terms conflict with these Truly Gifted Music Group Terms, the supplemental terms will govern with respect to your use of the specific feature or functionality to the extent of the conflict. We may change or update these Truly Gifted Music Group Promote Terms from time to time and your continued use of Truly Gifted Music Group Promote constitutes acceptance of those changes.
- xvi. Any claim, cause of action, or dispute that arises out of or relates to Truly Gifted Music Group Promote is subject to the disputes resolution clause in the Truly Gifted Music Group Terms of Service.
- xvii. You further represent and warrant to Truly Gifted Music Group that: (i) You have 100% of the rights needed to display and promote such Campaign and the information and/or Intellectual Property embodied in the Campaign and grant such rights to Truly Gifted Music Group (and its affiliates) a worldwide, irrevocable, non-exclusive, and royalty-free license to (a) use, reproduce, perform, display, and distribute your Campaign and any related information and/or Intellectual Property provided by you in connection with your

Campaign and (b) Truly Gifted Music Group may refuse, alter, modify, repurpose or create derivative works of your Campaign and the information and/or Intellectual Property embodied in your Campaign as necessary in order to display such Campaign; (ii) the Campaigns and content associated with your Campaigns shall not contain any material which violates the Truly Gifted Music Group Terms of Service or which is otherwise unlawful, defamatory or obscene, or which infringes or violates any third-party rights (including any intellectual property rights or privacy or publicity rights) or which may encourage a criminal offense or otherwise give rise to civil liability, and (iii) that your Campaigns will comply with all applicable laws and regulations in its performance of this Agreement, including the all applicable privacy and data protection laws, regulations, to Campaigns in your applicable jurisdiction.

xviii. Truly Gifted Music Group MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING Truly Gifted Music Group PROMOTE, THE CAMPAIGNS HEREIN, OR THE ASSOCIATED REPORTS AND/OR FIGURES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Truly Gifted Music Group DOES NOT WARRANT THAT THE SERVICE OR ITS DELIVERY OF CAMPAIGNS HEREUNDER WILL BE ACCURATE, ERROR-FREE, UNINTERRUPTED OR CONTINUOUS. WITHOUT LIMITING THE FOREGOING, (A) Truly Gifted Music Group SHALL HAVE

NO LIABILITY FOR TECHNOLOGICAL ERRORS, BUGS, INACCURACIES, CLICK FRAUD, OR OTHER IMPROPER ACTIONS, OR FOR INVALID CLICKS OR OTHER TECHNOLOGICAL ISSUES. ANY ISSUE THAT ARISES MAY AFFECT THE COST OF CAMPAIGNS AND/OR IMPRESSIONS AND (B) Truly Gifted Music Group PROMO WILL BE “AS IS” AND Truly Gifted Music Group MAKES NO REPRESENTATION THAT ANY CAMPAIGN WILL PERFORM IN ANY WAY. THE FOREGOING DISCLAIMER OF WARRANTY IS A FUNDAMENTAL PART OF THE BASIS OF THE BARGAIN FOR EXCHANGE HEREUNDER, AND THAT THE YOU AND Truly Gifted Music Group WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH DISCLAIMER.

- xix. You will indemnify and hold harmless Truly Gifted Music Group and its affiliates, parents, subsidiaries, related parties, our officers, directors, contractors and employees (collectively, the “Indemnified Parties”), from and against any and all expenses, damages and losses of any kind (including, without limitation, reasonable legal fees and costs) due to your use of Truly Gifted Music Group Promote, and/or incurred by Truly Gifted Music Group arising out of or in connection with any claim by a third party (a “Third Party Claim”) against Truly Gifted Music Group and any of the Indemnified Parties resulting from:
- (a) any actual or alleged breach of your representations or warranties under this Section;
  - (b) your use of Truly Gifted Music Group Promote or any Campaign including any claims for any delivery of, non-delivery of, defects in, inaccuracies, reporting, use of, or inability to use Campaign;
  - (c) any violation by

you of any any applicable law, rule or regulation. Your indemnity obligation to Truly Gifted Music Group shall be immediate. Truly Gifted Music Group will notify you promptly of any Third Party Claim for which it seeks indemnification and will permit you to participate in the defense of such Third Party Claim with counsel chosen and paid for by you; provided, that Truly Gifted Music Group final decision shall control and you shall not have the right to enter into any settlement that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of Truly Gifted Music Group, or any Indemnified Party, without Truly Gifted Music Group prior written consent.

xx. Truly Gifted Music Group WILL NOT BE LIABLE FOR LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER, LOSS OF LIFE, OR DAMAGE TO SYSTEMS, ARISING IN CONTRACT, TORT, INCLUDING NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL Truly Gifted Music Group TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY CLIENT TO Truly Gifted Music Group DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO YOUR CLAIM.

xxi. Excluding payment obligations, neither party will be liable for any delay or default in the performance of its obligations if such delay or default is caused by conditions beyond its

reasonable control, including fire, flood, accident, pandemics, earthquakes, telecommunications line failures, electrical outages, network failures or acts of God (collectively, "Force Majeure").

xxii. In the event of any termination of the Truly Gifted Music Group Promote Terms, any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement, shall survive and remain in effect in accordance with their terms upon the termination of this Agreement.

## 6. Enforcement

- g. Truly Gifted Music Group has no obligation to monitor or enforce your intellectual property rights to your User-Generated Content, but you grant us the right to protect and enforce our rights to your User-Generated Content, including by bringing and controlling actions in your name and on your behalf (at Truly Gifted Music Group's cost and expense, to which you hereby consent and irrevocably appoint Truly Gifted Music Group as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

## 7. Community Usage Rules

- g. As a user of the Service, these Community Usage Rules ("Rules") are here to help you understand the conduct that is expected of visitors of the Service's online forums and work spaces ("Communities").
- h. Nature of Rules. Your participation in the Communities is subject to all of the Terms, including these Rules:
  - i. **Your User - Generated Content.** All of your User-Generated Content either must be original with you or you must have all necessary rights in it from third parties in order to permit you to comply with these Terms and any Additional Terms. Your User-Generated Content should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any User-Generated Content that belongs to other people and pass it

off as your own; this includes any content that you might have found elsewhere on the Internet. If anyone contributes to your User-Generated Content or has any rights to your User-Generated Content, or if anyone appears or is referred to in the User-Generated Content, then you must also have their permission to submit such User-Generated Content to Truly Gifted Music Group (for example, if someone has taken a picture of you and your friend, and you submit that photo to Truly Gifted Music Group as your User-Generated Content, then you must obtain your friend's and the photographer's permission to do so.).

- ii. **Speaking of Photos.** No Pictures, Videos, or Images of Anyone Other Than You and Your Friends and Family. If you choose to submit photos to the Service, link to embedded videos, or include other images of real people, then make sure they are of you or of you and someone you know - and only if you have their express permission to submit it.
- iii. **Act Appropriately.** All of your Service activities must be venue appropriate, as determined by us. Be respectful of others' opinions and comments so we can continue to build Communities for everyone to enjoy. If you think your User-Generated Content might offend someone or be embarrassing to someone, then chances are it probably will and it doesn't belong on the Service. Cursing, harassing, bullying, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your User-Generated Content must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, or physical handicap. Your

User-Generated Content must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit.

iv. **Do Not Use for Commercial or Political**

**Purposes.** Your User-Generated Content must not advertise or promote a product or service or other commercial activity, or a politician, public servant, or law.

v. **Do Not Use for Inappropriate Purposes.**

Your User-Generated Content must not promote any infringing, illegal, or other similarly inappropriate activity.

vi. **Be Honest and Do Not Misrepresent**

**Yourself or Your User - Generated Content.**

Do not impersonate any other person, user, or company, and do not submit User-Generated Content that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company.

vii. **Others Can See.** We hope that you will use the Communities to exchange information and content and have venue appropriate discussions about job search-related issues with other members. However, please remember that the Communities are public or semi-public and User-Generated Content that you submit on the Service within a Community may be accessible and viewable by other users. Do not submit personally identifying information (e.g., first and last name together, password, phone number, address, credit card number, medical information, email address, or other personally identifiable information or contact information) on Community spaces and take care when disclosing this type of information to others.

viii. **Don't Share Other Peoples' Personal**

**Information.** Your User-Generated Content should not reveal another person's address,

phone number, e-mail address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual, unless, and in the form and by the method, specifically requested by TrulyGiftedMG.

- ix. **Don't Damage the Service or Anyone's Computers or Other Devices.** Your User-Generated Content must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Service or any computer or other Device. If you submit User-Generated Content that Truly Gifted Music Group reasonably believes violates these Rules, then we may take any legally available action that we deem appropriate, in our sole discretion. However, we are not obligated to take any action not required by law. We may require, at any time, proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, the User-Generated Content in question being removed from the Service.
- x. **Your Interactions With Other Users; Disputes.** You are solely responsible for your interaction with other users of the Service, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others (e.g., when you submit any personal or other information) and in all of your other online activities.
- xi. **Alerting Us of Violations.** If you discover any content that violates these Terms, then you



may report it to us [here](#). For alleged infringements of intellectual property rights, see Paragraphs F and G, below.

## **F. Procedure For Alleging Copyright Infringement**

### **1. DMCA Notice**

- g. Truly Gifted Music Group will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("DMCA"), as set forth below. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice, using this [form](#) that includes at minimum all of the following information:
  - i. a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
  - ii. a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL or page of the Service on which the material appears);
  - iii. your full name, address, telephone number and email address;
  - iv. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
  - v. a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
  - vi. your electronic or physical signature.

2. Truly Gifted Music Group will only respond to DMCA Notices that it receives that are submitting using the following form:
  - g. It is often difficult to determine if your copyright has been infringed. Truly Gifted Music Group may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Truly Gifted Music Group may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA. Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.
  - h. We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.
  - i. Without limiting Truly Gifted Music Group's other rights, Truly Gifted Music Group may, in appropriate circumstances, terminate a repeat infringer's access to the Service and any other website owned or operated by TrulyGiftedMG.
3. **Counter - Notification.** If access on the Service to a work that you submitted to Truly Gifted Music Group is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the following address:
  - g. **By Mail: Truly Gifted Music Group Inc., 4301 W William Cannon Ste. B-150 #408 Dr. Austin, Texas 78749 (Attn: DMCA Agent)**
  - h. **By email: DMCA@TrulyGiftedMG.com**
  - i. Your DMCA Counter-Notification should contain the following information:
    - i. a legend or subject line that says: "DMCA Counter-Notification"
    - ii. a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL or page of

- the Service from which the material was removed or access to it disabled);
- iii. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
  - iv. your full name, address, telephone number, e-mail address, and the username of your account;
  - v. a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Western District of Texas), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and your electronic or physical signature.
  - vi. Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may forward the

Counter-Notification to the party who sent us  
the DMCA Copyright Infringement Notice.

## **G. Procedure For Alleging Infringement of Other Intellectual Property**

### **1. General**

If you own intellectual property other than copyrights and believe that your intellectual property has been infringed by an improper posting or distribution of it via the Service, then you may send us an email to [support@TrulyGiftedMG.com](mailto:support@TrulyGiftedMG.com) that includes all of the following:

- g. a legend or subject line that says: "Intellectual Property Infringement Notice"
  - h. a description of the intellectual property that you claim has been infringed;
  - i. a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL or page of the Service on which the material appears);
  - j. your full name, address, telephone number and email address;
  - k. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner of the intellectual property, its agent, or the law;
  - l. a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the owner of the intellectual property at issue (or, if you are not the owner, then your statement must indicate that you are authorized to act on the behalf of the owner of the intellectual property that is allegedly infringed); and your electronic or physical signature.
2. We will act on such notices in our sole discretion. Any user of the Service that fails to respond satisfactorily to Truly Gifted Music Group with regard to any such notice is subject to suspension or termination. We may send the information that you provide in your notice to the person who provided the allegedly infringing material.

**Truly Gifted Music Group WILL PROMPTLY TERMINATE THE ACCOUNTS OF USERS WHO HAVE BEEN NOTIFIED OF VIOLATION OF THE Truly Gifted Music Group TERMS OF SERVICE, INFRINGING ACTIVITY, AND/OR HAVE HAD USER CONTENT REMOVED FROM THE SERVICES AT**

**LEAST THREE TIMES (“REPEAT INFRINGERS”). REPEAT INFRINGERS WILL NOT BE TOLERATED ON THE Truly Gifted Music Group PLATFORM.**

**H. Notices and Questions**

You agree that: (i) we may give you notices of new, revised or changed terms and other important matters by prominently posting notice on the homepage of the Service, or in another reasonable manner that we may elect; and (ii) we may contact you by mail or email sent to the address provided by you. You agree to promptly notify us if you change your email or mailing address by updating your account information.

If you have a question regarding using the Service, you may contact us at support@TrulyGiftedMG.com. You acknowledge that the provision of customer support is at Truly Gifted Music Group's sole discretion and that we have no obligation to provide you with customer support of any kind.

**I. Links by You to the Service**

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Service, so long as: (a) the links only incorporate text, and do not use any Trademarks, (b) the links and the content on your website do not suggest any affiliation with Truly Gifted Music Group or cause any other confusion, and (c) the links and the content on your website do not portray Truly Gifted Music Group or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to Truly Gifted Music Group. Truly Gifted Music Group reserves the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

**J. Linked-To Websites; Advertisements; Dealings with Third Parties**

**1. General**

- g. The Service may contain links, as part of third-party ads on the Service or otherwise, to or from third-party websites ("Linked Services"), including websites operated by advertisers, licensors, licensees, recruitment services and certain other third parties who may have business relationships with Truly Gifted Music Group. Truly Gifted Music Group may have no control over the content, operations, policies, terms, or other elements of Linked Services, and Truly Gifted Music Group does not assume any obligation to review any Linked Services. Truly Gifted Music Group does not endorse, approve, or sponsor any

Linked Services, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, Truly Gifted Music Group is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such Services. Finally, Truly Gifted Music Group will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these third-party Linked Services. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Linked Services. Truly Gifted Music Group disclaims all liability in connection therewith.

## **2. Dealings with Third Parties**

- g. Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Service (including on or via Linked Services or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). Truly Gifted Music Group disclaims all liability in connection therewith.

## **K. Wireless Features**

### **1. Wireless Features**

- g. The Service may offer certain features and services that are available to you via your wireless Device. These features and services may include the ability to access the Service's features and upload content to the Service, receive messages from the Service, and download applications to your wireless Device (collectively, "Wireless Features"). Standard messaging, data, and other fees may be charged by your carrier to participate in Wireless Features. Fees and charges may appear on your wireless bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless

Features may be incompatible with your carrier or wireless Device. You should check with your carrier to find out what plans are available and how much they cost. Contact your carrier with questions regarding these issues.

**2. Terms of Wireless Features**

- g. You agree that as to the Wireless Features for which you are registered, we may send communications to your wireless Device regarding us or other parties. Further, we may collect information related to your use of the Wireless Features. If you have registered via the Service for Wireless Features, then you agree to notify us of any changes to your wireless contact information (including phone number) and update your accounts on the Service to reflect the changes.

**3. Telephone and Mobile Communications and Agreement To Be Contacted**

- g. Truly Gifted Music Group may offer from time to time a text message or other SMS program ("SMS Program"), through which it sends periodic autodialed text or SMS messages with Truly Gifted Music Group and third party offers, such as coupons and discounts. You will only receive these autodialed text/SMS marketing messages if you have opted in to the recurring text/SMS message program, and you are not required to opt in to make a purchase from Truly Gifted Music Group. Although the SMS Program is free, message and data rates may apply. You should check with your wireless carrier if you have questions about your plan and its coverage. To sign up for the SMS Program, text JOIN to +1 (470) 980-8901. To stop receiving marketing text/SMS messages from Truly Gifted Music Group, reply STOP to the last message received, or to +1 (470) 980-8901. You may receive a single subsequent text/SMS message confirming your opt-out. For more information, reply HELP to the last message received, or to +1 (470) 980-8901, or contact us at [support@TrulyGiftedMG.com](mailto:support@TrulyGiftedMG.com).

**4. Providing Telephone Numbers and Other Contact Information.**

- g. You verify that any contact information provided to Truly Gifted Music Group, including, but not limited to, your name, mailing address, email address, your residential or business telephone number, and/or your mobile telephone

number, is true and accurate. You verify that you are the current subscriber or owner of any telephone number that you provide. You are strictly prohibited from providing a phone number that is not your own. If we discover that any information provided in connection with your account is false or inaccurate, we may suspend or terminate your account at any time. Should any of your contact information change, including ownership of your telephone numbers, you agree to immediately notify us before the change goes into effect by texting STOP to all of our shortcodes to which you are subscribed, which may include, but are not limited to: +1 (470) 980-8901, contacting us at support@TrulyGiftedMG.com.

**5. Your Consent to Receive Automated Calls/Texts.**

- g. You acknowledge that by voluntarily providing your telephone number(s), you expressly agree to receive artificial voices, prerecorded voice messages, and/or autodialed calls and text messages (such as SMS, MMS, or successor protocols or technologies) from us, our agents, and affiliates related to your account(s), transactions, offers regarding products or services, and/or your relationship with Truly Gifted Music Group. You acknowledge that automated calls or text messages may be made to your telephone number(s) even if your telephone number(s) is registered on any state or federal Do Not Call list. You agree that Company may obtain, and you expressly agree to be contacted at, any email addresses, mailing addresses, or phone numbers provided by you at any time or obtained through other lawful means. You agree to receive automated calls and text messages from Company, our agents, and affiliates even if you cancel your account or terminate your relationship with us, unless you opt-out. You understand that you do not have to agree to receive automated promotional calls/texts as a condition of purchasing any goods or services. To opt-out, please see the Opt-Out Instructions below.

**6. Opt-Out Instructions**

- g. Your consent to receive automated calls and texts is completely voluntary. You may opt-out at any time. To opt-out of text messages, text STOP to any text message



you receive or text STOP to shortcode +1 (470) 980-8901 and specify that you want to opt out of text messages. You may also text HELP for help. You acknowledge and agree to receive a final text message confirming your opt-out. We may use different shortcodes for different messaging purposes, so texting STOP to one shortcode will not effectuate a stop request for all shortcodes to which you are subscribed. If you would like to stop messages from multiple shortcodes, text STOP to each shortcode to which you would like to unsubscribe. It is your sole responsibility to notify us if you no longer want to receive automated text messages. You waive any rights to bring claims for unauthorized or undesired text messages by failing to opt-out immediately or by failing to follow these instructions. Please allow up to thirty (30) days to process any opt-out request.

**7. Fees and Charges**

- g. There is no fee to receive automated text messages from Truly Gifted Music Group, our agents, and affiliates. However, you may incur a charge for these calls or text messages from your telephone carrier, which is your sole responsibility. Check your telephone plan and contact your carrier for details. You represent and warrant that you are authorized to incur such charges and acknowledge that Truly Gifted Music Group, our agents, and affiliates are not responsible for such charges.

**8. Unauthorized Use of Your Telephone Device.**

- g. You must notify Truly Gifted Music Group immediately of any breach of security or unauthorized use of your telephone device. Although Truly Gifted Music Group, our agents, and affiliates will not be liable for losses caused by any unauthorized use of your telephone device, you may be liable for our losses due to such unauthorized use.

**L. Dispute Resolution**

**1. General**

- g. **Pursuant to the Federal Arbitration Act (“FAA”), certain portions of this Section L are deemed to be a "written agreement to arbitrate." You and Truly Gifted Music Group agree that Section L is intended to satisfy the "writing" requirement of the FAA.**

#### **h. Disputes and Excluded Disputes**

- i. Disputes - Any controversy, allegation, or claim that arises out of, or relates to, the Service, the Content, your User-Generated Content, subject to Paragraph A(5)(l), these Terms, or any Additional Terms, whether heretofore or hereafter are collectively defined as “Dispute(s).”**
- ii. Excluded Disputes - Those Disputes which relate to any of Truly Gifted Music Group’s actual or alleged intellectual property rights are collectively defined as “Excluded Dispute(s).”**

#### **2. Dispute Resolution Process**

##### **g. First Step - Try to Resolve Disputes and Excluded Disputes.**

- i. If any Dispute or any Excluded Dispute arises, then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it.**
- ii. Notices**
  - i. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section L.**
  - ii. Your notice to us must be sent via email to [support@TrulyGiftedMG.com](mailto:support@TrulyGiftedMG.com).**
- iii. For a period of sixty (60) days from the date of receipt of notice from the other party, Truly Gifted Music Group and you will engage in a good-faith dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either**

**you or Truly Gifted Music Group to resolve the Dispute or Excluded Dispute on terms with respect to which you and Truly Gifted Music Group, in each of our sole discretion, are not comfortable.**

**h. Second Step - Binding Arbitration.**

- i. If we cannot resolve a Dispute as set forth in Paragraph L (2)(a) (or agree, in writing, to arbitration with respect to an Excluded Dispute) within sixty (60) days of receipt of the notice, then ANY AND ALL DISPUTES ARISING BETWEEN YOU AND Truly Gifted Music Group (WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT—INCLUDING, BUT NOT LIMITED TO, FRAUD, ANY OTHER INTENTIONAL TORT OR NEGLIGENCE,—COMMON LAW, CONSTITUTIONAL PROVISION, RESPONDEAT SUPERIOR, AGENCY OR ANY OTHER LEGAL OR EQUITABLE THEORY), WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THESE TERMS, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. THIS INCLUDES ANY AND ALL DISPUTES BASED ON ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SERVICE OR ADVERTISING AVAILABLE ON OR THROUGH THE SERVICE.**
- ii. For U.S. residents, the FAA, not state law, shall govern the arbitrability of all disputes between Truly Gifted Music Group and you regarding these Terms (and any Additional Terms) and the Service, including the "No Class Action Matters" pursuant to Paragraph L(5) below.**
- iii. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO**

**GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. Truly Gifted Music Group and you agree, however, that the applicable state, federal or provincial law, as contemplated in Paragraph L(6) below, shall apply to and govern, as appropriate, any and all claims or causes of action, remedies, and damages arising between you and Truly Gifted Music Group regarding these Terms and the Service, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to any jurisdiction's choice of law principles.**

- iv. Any Dispute will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA"), except as modified herein, and the arbitration will be administered by the AAA.
  - i. If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling to set a hearing then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. ("JAMS") using JAMS' streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of Truly Gifted Music Group consent to in writing.****
- v. If an in-person arbitration hearing is required and you are a U.S. resident, then it will be conducted in Austin, Texas. You and**

**we will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Truly Gifted Music Group to pay a greater portion or all of such fees and costs in order for this Section L to be enforceable, then Truly Gifted Music Group will have the right to elect to pay the fees and costs and proceed to arbitration.**

- vi. The arbitration will be conducted by a single arbitrator who will apply and be bound by these Terms and any Additional Terms, and will determine any Dispute or Excluded Dispute according to applicable law and facts based upon the record and no other basis, and will issue a reasoned award only in favor of the individual party seeking relief and only to the extent to provide relief warranted by that party's individual claim. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration and class action waiver provisions are for a court to decide. This arbitration provision shall survive termination of these Terms or the Service. You can obtain AAA and JAMS procedures, rules, and fee information as follows: AAA: 800.778.7879 and <http://www.adr.org> and JAMS: 800.352.5267 and <http://www.jamsadr.com>.**

**3. Limited Time to File Claims.**

- g. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT A EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN PARAGRAPH L(2)(a) WITHIN ONE (1) YEAR**

**AFTER THE DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED.**

- i. Commencing means, as applicable: (i) by delivery of written notice as set forth above in Paragraph L(2)(a); (ii) filing for arbitration as set forth in Paragraph L(2)(b); or (iii) filing an action in state, Federal or provincial court as set forth in Paragraph L(6).**

**4. Injunctive Relief.**

- g. The foregoing provisions of this Section L will not apply to any legal action taken by Truly Gifted Music Group to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Service, any Content, your User-Generated Content and/or Truly Gifted Music Group's intellectual property rights (including such Truly Gifted Music Group may claim that may be in dispute), Truly Gifted Music Group's operations, and/or Truly Gifted Music Group's products or services.**

**5. No Class Action Matters.**

- g. YOU AND Truly Gifted Music Group AGREE THAT EACH 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 OR AS AN ASSOCIATION.**
- h. Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes or Excluded Disputes brought in a purported representative capacity on behalf of the general public, or other persons or entities similarly situated. But if, for any reason, any court with competent jurisdiction holds that this restriction is unconscionable or unenforceable, then our agreement in Section L to arbitrate will not apply and the Dispute must**

be brought exclusively in court pursuant to Paragraph L(6). Notwithstanding any other provision of this Section L, any and all issues relating to the scope, interpretation and enforceability of the class action waiver provisions contained herein (described in this "No Class Action Matters" section), are to be decided only by a court of competent jurisdiction, and not by the arbitrator. The arbitrator does not have the power to vary these class action waiver provisions.

**6. Jurisdictional Issues.**

**g. Except where arbitration is required above or with respect to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute arising hereunder may only be instituted in state or federal court in Austin, Texas. Accordingly, you and Truly Gifted Music Group consent to the exclusive personal jurisdiction and venue of such courts for such matters.**

**7. Small Claims Matters Are Excluded from Arbitration Requirement.**

g. Notwithstanding the foregoing, either of us may bring a qualifying claim of Disputes (but not Excluded Disputes) in small claims court of competent jurisdiction.

**8. Governing Law.**

**g. These Terms and any Additional Terms will be governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions.**

**M. Disclaimer of Representations and Warranties**

**1. General**

**YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS.**

Therefore, to the fullest extent permissible by law, Truly Gifted Music Group, its parent company and subsidiaries, and each of their respective employees, officers, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, the "Truly Gifted Music Group Parties"),

hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

- g. the Service (including the Content, Music Content and the User-Generated Content);
- h. the functions, features, or any other elements on, or made accessible through, the Service;
- i. any products, services, developer code or instructions offered or referenced at or linked through the Service;
- j. security associated with the transmission of your User-Generated Content transmitted to Truly Gifted Music Group via the Service;
- k. whether the Service or the servers that make the Service available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Device);
- l. whether the information (including any instructions) on the Service is accurate, complete, correct, adequate, useful, timely, or reliable;
- m. whether any defects to, or errors on, the Service will be repaired or corrected;
- n. whether your access to the Service will be uninterrupted;
- o. whether the Service will be available at any particular time or location; and
- p. whether your use of the Service is lawful in any particular jurisdiction.

**EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ADDITIONAL TERMS PROVIDED BY A Truly Gifted Music Group PARTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE Truly Gifted Music Group PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.**

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions' laws are applicable.

#### **N. Limitations of our Liability**



1. **General**

**TO THE EXTENT PERMITTED UNDER ANY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY Truly Gifted Music Group PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages that are directly or indirectly related to:**

- g. the Service (including the Content, Music Content and the User-Generated Content;**
- h. your use of or inability to use the Service, or the performance of the Service;**
- i. any action taken in connection with an investigation by Truly Gifted Music Group Parties or law enforcement authorities regarding your access to or use of the Service;**
- j. any action taken in connection with copyright or other intellectual property owners or other rights owners;**
- k. any injury or damages you sustain directly or indirectly as a result of your use of the Service or any Music Content;**
- l. any errors or omissions in the Service's technical operation; or**
- m. any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.**

**The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if Truly Gifted Music Group Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).**

**Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you.**

**EXCEPT AS MAY BE PROVIDED IN ANY ADDITIONAL TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Truly Gifted Music Group PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID Truly Gifted Music Group TO ACCESS THE SERVICE OR IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE. FOR PURPOSES OF CLARITY, THE PRIOR SENTENCE DOES NOT EXPAND OR LIMIT ANY EXPRESS, WRITTEN PRODUCT WARRANTY THAT IS PROVIDED BY US.**

**O. Updates to Terms**

**1. General**

- g. These Terms (or if applicable Additional Terms), in the form posted at the time of your use of the applicable services to which it applies, shall govern such use (including transactions entered during such use). AS OUR SERVICE EVOLVES, THE TERMS AND CONDITIONS UNDER WHICH WE OFFER THE SERVICE MAY PROSPECTIVELY BE MODIFIED AND WE MAY CEASE OFFERING THE SERVICE UNDER THE TERMS OR ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD**

**AGREEMENT TO THE OTHER TERMS FOR YOUR NEW USE AND TRANSACTIONS.**

- h. Therefore, you should review the posted terms of use and any applicable Additional Terms each time you use the Service (at least prior to each transaction or submission). The Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, the Terms (and any applicable Additional Terms) that applied when you previously used the Service will continue to apply to such prior use (i.e., changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs.
- i. You should frequently check the home page and the email you associated with your account for notices, and you agree that the means set forth in these Terms are all reasonable manners of providing you with notice. You can reject any new, revised or Additional Terms by discontinuing use of the Service and related services.

**P. General Provisions**

**1. Truly Gifted Music Group's Consent or Approval**

- g. As to any provision in these Terms or any Additional Terms that grant Truly Gifted Music Group a right of consent or approval, or permits Truly Gifted Music Group to exercise a right in its "sole discretion," Truly Gifted Music Group may exercise that right in its sole and absolute discretion. No opt-in consent or approval may be deemed to have been granted by Truly Gifted Music Group without being in writing and signed by an officer of TrulyGiftedMG.

**2. Relationship of the Parties**

- g. The parties hereto agree and acknowledge that the relationship between them is that of independent contractors. This Agreement shall not be deemed to create an agency, partnership or joint venture between you and Truly Gifted Music Group, and Truly Gifted Music Group shall not have a fiduciary obligation to you as a result of your entering into this Agreement.

**3. Entire Agreement**

- g. This Agreement together with the TOS contains the entire understanding of the parties relating to the subject matter hereof. This Agreement (including all Addenda) supersedes all previous agreements or arrangements between you and Truly Gifted Music Group pertaining to the Services, provided that if you previously entered into a digital distribution or consignment agreement with us in the past, and elected any options specifying or limiting the scope of the distribution of Your Content, the limitations and authorizations with respect to the distribution of Your Content shall remain in place under this Agreement and the applicable Addendum. This Agreement cannot be changed or modified except as provided herein.

**4. Binding Effect**

- g. This Agreement will be binding on the assigns, heirs, executors, affiliates, agents, personal representatives, administrators, and successors (whether through merger, operation of law, or otherwise) of each of the parties.

**5. Rights Cumulative**

- g. To the extent permitted by applicable law, the rights and remedies of the parties provided under this Agreement are cumulative and are in addition to any other rights and remedies of the parties at law or equity.

**6. No Third Party Beneficiaries**

- g. This Agreement is for the sole benefit of the parties hereto and their authorized successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any person or entity, other than the parties hereto and their authorized successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**7. Headings**

- g. The titles and headings used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

**8. Assignment**

- g. Truly Gifted Music Group may assign its rights and obligations under this Agreement at any time to any party.

You may not assign your rights and/or obligations under this Agreement without obtaining Truly Gifted Music Group's prior written consent.

**9. Indemnity**

- g. You agree to, and you hereby, defend, indemnify, and hold Truly Gifted Music Group Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Truly Gifted Music Group Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your User-Generated Content; (ii) your use of the Service and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms or any Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) Truly Gifted Music Group Parties' use of the information or content that you submit to us (including your User-Generated Content and Music Content) (all of the foregoing, "Claims and Losses").
- h. You will cooperate as fully required by Truly Gifted Music Group Parties in the defense of any Claims and Losses. Notwithstanding the foregoing, Truly Gifted Music Group Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Truly Gifted Music Group Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the

prior written consent of an officer of a Truly Gifted Music Group Party.

- i. Furthermore, you agree to, and you hereby, defend, indemnify, and hold Truly Gifted Music Group Parties harmless from and against any and all, but not limited to, any Claims made by a PRO or music publisher with respect to any public performances or communications to the public of any musical works embodied in Your Content, any contributor to any sound recording included within Your Content, including claims from any unions, guilds, background musicians for vocalists, engineers, etc., or any other party for any use or misuse of any other forms of intellectual property or proprietary rights in Your Content, including, but not limited to, trademark rights and invasions of the right of privacy or publicity. You agree to reimburse us, on demand, for any payment made by us at any time with respect to any Claims to which the foregoing indemnity applies. Pending the resolution of any claim, demand, or action, we may, at our election, withhold payment of any monies otherwise payable to you hereunder in an amount which does not exceed your potential liability to us pursuant to this Section.
- j. If we make an indemnification request to you under this Section, we may permit you to control the defense, disposition or settlement of the matter at your own expenses, provided that you shall not, without our prior written consent, enter into any settlement or agree to any disposition that requires any admission of liability by Truly Gifted Music Group or imposes any conditions or obligations on Truly Gifted Music Group other than the payment of monies that are readily measurable for purposes of determining your monetary indemnification or reimbursement obligations to us. If we, in our reasonable and good faith judgment conclude that you are not capable of defending your or our interests against any Claims, then we shall have the option to control the defense in any matter or litigation through counsel of our own choosing to defend against any such Claim for which you owe Truly Gifted Music Group an indemnification, and the costs of

such counsel, as well as any court costs, shall be at your expense.

**10. Operation of Service; Availability of Products and Services; International Issues**

- g. The Service is operated in the United States, and is primarily intended for users located in the U.S. Truly Gifted Music Group makes no representation that the Service is appropriate or available for use beyond the U.S. If you use the Service from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply.
- h. We reserve the right to limit the availability of the Service and/or the provision of any content, program, product, service, or other feature described or available on the Service to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide. You and we disclaim any application to these Terms of the Convention on Contracts for the International Sale of Goods.

**11. Severability; Interpretation**

- g. If any provision of these Terms, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the Additional Terms (which will remain in full force and effect).
- h. To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in these Terms or any Additional Terms, the word will be deemed to mean "including, without limitation,". The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

## 12. Communications

- g. As permitted by applicable law, when you communicate with us electronically, such as via email and text message, you consent to receive communications from us electronically. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## 13. Investigations; Cooperation with Law Enforcement; Termination; Survival

- g. Truly Gifted Music Group reserves the right, without any limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any Additional Terms, (iii) investigate any information obtained by Truly Gifted Music Group in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any Additional Terms, and (vi) discontinue the Service, in whole or in part, or, except as may be expressly set forth in any Additional Terms, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party.
- h. Any suspension or termination will not affect your obligations to Truly Gifted Music Group under these Terms or any Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from Truly Gifted Music Group, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. **The provisions of these Terms and any Additional Terms (including the terms applicable to User-Generated Content), which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Truly**



**Gifted Music Group in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.**

**14. Assignment**

- g. Truly Gifted Music Group may assign its rights and obligations under these Terms and any Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of TrulyGiftedMG.

**15. No Waiver**

- g. Except as expressly set forth in these Terms or any Additional Terms: (i) no failure or delay by you or Truly Gifted Music Group in exercising any of rights, powers, or remedies hereunder will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced. For avoidance of doubt, nothing herein shall be construed to restrict Truly Gifted Music Group's right to amend these Terms or any Additional Terms as otherwise permitted in those agreements.

**16. Connectivity**

- g. You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service providers, mobile service, and other services needed for your access to and use of the Service and you will be responsible for all charges related to them.

**Q. Terms Applicable For Apple Device Users**

**1. General**

If you are accessing or using the Service through a Device manufactured and/or sold by Apple, Inc. ("Apple", with such a device herein referenced as an "Apple Device"):

- g. To the extent that you are accessing the Service through an Apple Device, you acknowledge that these Terms are entered into between you and Truly Gifted Music Group,

and that Apple is not a party to these Terms other than as third-party beneficiary as contemplated below.

- h. The license granted to you in Section 1 of these Terms is subject to the permitted Usage Rules set forth in the Apple App Store Terms and Conditions (see: <https://www.apple.com/legal/itunes/us/terms.html>) and any third party terms of agreement applicable to the Service.
- i. You acknowledge that Truly Gifted Music Group, and not Apple, is responsible for providing the Service and Content thereof.
- j. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Service.
- k. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service.
- l. Notwithstanding anything to the contrary herein, and subject to the terms in these Terms, you acknowledge that, solely as between Apple and Truly Gifted Music Group, Truly Gifted Music Group and not Apple is responsible for addressing any claims you may have relating to the Service, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims, (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- m. Further, you agree that if the Service, or your possession and use of the Service, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.
- n. You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.
- o. When using the Service, you agree to comply with any and all third-party terms that are applicable to any platform,

website, technology or service that interacts with the Service.

- p. You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.