



Terms and conditions of use for the SoundUniq App ("Terms of Use")

1. Scope of Application / Overview of Services

By providing the SoundUniq app ("App"), SoundUniq GmbH ("SoundUniq") offers different services on a digital platform for producers and artists ("User(s)") where recordings of musical compositions ("Beats") can be provided or downloaded, respectively. These Terms of Use govern the contractual relationship between SoundUniq and the Users regarding the use of the App.

These Terms of Use apply to all Users (as defined below) of the App.

Please be aware that when using this App you expressly agree to these Terms of Use and the Privacy Policy. Further, prior to subscribing to the services of SoundUniq and providing or downloading Beats from or to the App, as the case may be, each User shall agree to the terms and conditions of the SoundUniq license agreement ("License Agreement").

2. Creation of the User Account

Any User accepting and abiding to the Terms of Use and the License Agreement may subscribe to the services of SoundUniq on the App. This requires the creation of an individual user account.

When creating a user account, Users must confirm that either they are older than 18 years of age and have the capacity to agree and abide to the terms, conditions, obligations, confirmations, representations and warranties set out in these Terms of Use or have consent from their legal guardians to do so. Any person below 18 years of age without consent from their legal guardians or not capable to agree and abide to the terms, conditions, obligations, confirmations, representations and warranties set out in these Terms of Use is not permitted to create a user account.

Each User must provide accurate, up-to-date and complete information. The User is solely responsible for the activity that occurs on such User's account, and the User must keep the account password(s), billing information, and username(s) secure. User accounts may never be shared with other persons without SoundUniq's consent. The User must notify SoundUniq immediately of any breach of security or unauthorized use of your account(s) upon occurrence. The User is liable for any losses of SoundUniq caused by any unauthorized use of such User's account.

The User acknowledges that SoundUniq may, and authorizes SoundUniq hereby to, verify the User's identity at any time while using the App, creating a user account or thereafter. In this regard, SoundUniq may make any inquiries deemed appropriate to validate the User's identity, including, but not limited to, the request for further information (personal or financial) or request further steps to be taken to confirm ownership of the e-mail address or financial instruments. If the validation is not possible, SoundUniq shall have the right to object the User's access to the App.

3. Artists: Registration, Subscription and Billing Modalities

The registration for Artists is free of charge.

Artists may subscribe for one of the following subscription plans (the below subscriptions fees intended for Artists in Switzerland and only for illustrative purposes):

Subscription Plan	Credit	Subscription Fees
Basic	8 beats per month, unlimited streaming license and access to .mp3 and wav downloads	CHF 17.90



Premium	8 + 2 beats per month, unlimited streaming license, access to .mp3 and wav and STEM downloads	CHF 24.90
Friends	3 artists accounts, 24 beats per month per artist, unlimited streaming license, access to .mp3 and wav and STEM downloads	CHF 44.90

Subscription fees are billed monthly. We may offer various other subscription plans at various times, which will be listed and described on the App.

When an Artist subscribes for a subscription plan, the financial information (such as credit card information or PayPal account) must be provided for the charging. The charge will be authorized and charged at the time of order. SoundUniq reserves the right to change the fees and billing methods at any time with prior notification to the affected artists. The Artists shall provide SoundUniq with any changes or updates on the financial information, including changes to the credit card information, billing address etc.

The subscription will automatically renew, and the subscription fees will be charged as set out above if the Artist does not terminate the subscription.

Subscriptions may be terminated by the Artist at any time, with the subscription expiring at the end of the relevant subscription plan. The subscription fees for such subscription plan already billed, **will not be refunded and any Beats credit under that subscription plan must be consumed before the subscription expires.**

Each Artist downloading Beats under the respective subscription plan agrees to the License Agreement. If the Artist does not agree with any of the terms of the License Agreement, the Artist is not permitted to use any Beats in any kind.

4. Producers: Registration, Compensation for Producers and Billing Modalities

For the registration and subscription to the App, Producers will be charged an annual fee of CHF 20 and will be entitled to upload an unlimited number of Beats (subject to clause 6 of these Terms of Use and SoundUniq's right to remove Beats from the App at any time in its sole discretion).

The annual fee is billed on an annual basis. Producers must provide the financial information (such as credit card information or PayPal account) for the charging. SoundUniq reserves the right to change the fees and billing methods at any time with prior notification to the affected Users. The Producers shall provide SoundUniq with any changes or updates on the financial information, including changes to the credit card information, billing address etc.

Producers providing Beats to SoundUniq are compensated with CHF 0.45 per download of the Beat(s) provided by them.

Producers' subscription will automatically renew annually, and the annual fees will be charged as set out above if the Producer does not terminate the subscription.

Subscriptions may be terminated by the Producer any time. The annual fees already billed, **will not be refunded.**

Each Producer providing any Beats to SoundUniq agrees to the License Agreement. If the Producer does not agree with any of these terms of the License Agreement, the Producer is not permitted to provide any Beats to SoundUniq.



5. Prohibited Activities

The following activities are prohibited, and each User acknowledges that no transaction on the App may be consumed if it relates to any of such activities:

- any activity on the App or with the content provided on the App, including beats, which constitutes a violation of any laws, regulations, rules or ordinances or international laws or treaties or which could give rise to any civil or criminal liability;
- the provision of false, inaccurate or misleading information by the Users;
- fraudulent activities or infringements of any third party's copyright, patents, trademarks, trade secrets or other proprietary rights;
- any activity or information which contains any viruses, Trojan horses or other computer programming routines that may damage or interfere with the App;
- any activity which creates any liability or reputational damage of SoundUniq;
- the unauthorized copy, reproduction, modification or creation of derivative works from, distribution or public display of content from the App;
- The use or launch of any automated systems that accesses the App in a manner that sends more request messages to SoundUniq than a human being can reasonably produce in the same period of time;
- Any activity which constitutes a violation of or is deemed abusive to these Terms of Use (including the Privacy Policy).

If there are any serious indications of such prohibited activities of a User, SoundUniq has the right to block such User without refund, terminating the Subscriptions with immediate effect. In case of any infringement of intellectual property rights of third parties by a User, SoundUniq will further remove such content from the App immediately upon notification from such third party of the potential infringement.

The services of SoundUniq are not available in countries under national or international sanctions. The Users agree not to circumvent these restrictions in any manner (including via a VPN).

6. Reporting Infringements

If there is any serious indication that any content on the App infringes any intellectual property rights of any third party, such potential infringements may be notified to SoundUniq in writing to [e-mail] and by evidencing the relevant authorizations of the potential copyright owner, setting forth which content is claimed to be infringed and the material which is claimed to be infringing, the grounds for the claim and the contact details of the potential copyright owner.

7. Disclaimer

The Users acknowledge and agree that the use of the App is at the User's sole risk. To the fullest extent permitted by law, SoundUniq (including its officers, directors, employees and agents) hereby disclaim all warranties, express or implied, in connection with the App itself, the use of the App and the content on the App. SoundUniq makes no warranties or representations about the accuracy or completeness of the content on the App or the content of any third parties referenced on the App and assumes no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content, (2) personal injury, or property loss and/or damage, of any nature whatsoever, resulting from your access to and use of App (including, but not limited to, loss of data), (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the App, (3) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the App by any third party, (5) the success



of any musical composition and/or creative work that includes any of our beats, and/or (6) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the App. SoundUniq does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the App or any third party content referenced or featured in any banner or other advertising, and SoundUniq will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

8. Limitation of Liability and Indemnification

The User acknowledges and agrees that the **liability of SoundUniq is limited as follows**: To the fullest extent permitted by applicable law, SoundUniq (including its officers, officers, directors, employees and agents) as well as its suppliers shall not be liable for any direct or indirect damages or losses of any kind (including, but not limited to, loss of data, lost profits).

In the event of SoundUniq's liability under this provision, said liability shall be limited to CHF 2,500 per loss event, to the extent permitted by law.

SoundUniq endeavors to ensure that the App works at all times, but this is not guaranteed.

To the extent permitted by law, SoundUniq shall not be liable for any losses incurred by the Users as a result of transmission errors, force majeure, technical defects and malfunctions, particularly as a result of the lack of an internet connection, interventions in telecommunication systems and networks by third parties, system or network overloads, blockages caused by third parties, interruptions or other access issues.

Each User agrees to defend, indemnify and hold harmless SoundUniq (including its officers, directors, employees and agents) from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from (1) the use of and access to the App, (2) the violation by a User of any term of these Terms of Use, the Privacy Policy and/or the License Agreement, and/or (3) the violation by a User of any third party rights, including but not limited to the intellectual property rights.

9. Communications

Users may contact SoundUniq via the App and/or e-mail. SoundUniq may communicate with the Users by e-mail or by posting notices on the App and each User consents to receive communications from SoundUniq electronically. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing. All electronic communications will be received or otherwise recorded by SoundUniq, and are subject to archival, monitoring or review by and/or disclosure to, someone other than the recipient. All such electronic communications may involve the electronic transmission you provided to us of information that you may consider to be personal information. You agree and consent to such transmission of such information. You agree not to use e-mail to transmit any confidential personal information other than as requested by SoundUniq.

In connection with the use of the App, each User acknowledges and consents to the taping or any form of recording of any communication (electronic or otherwise) with SoundUniq. Each User acknowledges and consents to the recording, retention and use by SoundUniq of any and all information and data contained in (1) any communication with SoundUniq, and (2) any information provided through the App.

10. Final Provisions

These Terms of Use are effective as of [date] and currently valid.



Due to the further development of the App and offers or due to changed legal or regulatory requirements, it may be necessary to change these Terms of Use. SoundUniq may change this Privacy Policy at any time without prior notification. If the Users do not terminate their respective Subscriptions following any update, amendment, and/or change to these Terms of Use, they consent and accept the revised terms.

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by the User. SoundUniq may assign any rights and licences granted under these Terms of Use without restrictions.

These Terms of Use, together with the Privacy Policy, the License Agreement and any other legal notices published on the App constitute the entire agreement between SoundUniq and the Users.

If any provision of these Terms of Use is deemed invalid by a court of a competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and SoundUniq's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

These Terms of Use shall be governed by and construed in accordance with the substantive laws of Switzerland, to the exclusion of the principles of conflicts of laws thereof.

Any dispute, controversy or claim arising out of or in relation to these Terms of Use or future non-contractual claims including the validity, invalidity, enforceability, interpretation, execution, breach, modification or termination thereof, shall be submitted to the exclusive jurisdiction of the courts of Zug.