

Terms of Service

Deecaf Limited

Last updated May 23, 2018

The Rise Music mobile application (the “App”) and the services offered through the App (the “Services”) and/or the Rise Music website (“Site”) are copyrighted and/or proprietary works belonging to Deecaf Limited (“Rise Music”, “us”, “our”, and “we”). Certain features of the App, Site or Services may be subject to additional guidelines, terms, or rules, which will be posted on the App, Site or Services in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms. In the event of a conflict between the additional terms and any provision in these Terms, the additional terms will prevail, but only with respect to the Service to which the additional terms apply.

THESE TERMS OF USE (“TERMS”) SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE APP AND SERVICES. BY ACCESSING OR USING THE APP, SITE OR SERVICES OR DOWNLOADING THE APP, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH RISE MUSIC, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT).

IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE APP, SITE OR SERVICES. THESE TERMS INCLUDE A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS, REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. SERVICES; ACCOUNTS

1.1 Account Creation. In order to use certain features of the Site or Services, you must register for an account (“Account”) and provide certain information about yourself as prompted by the account registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. By creating an Account, you represent and warrant that you are at least thirteen (13) years of age. You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You may not create an Account or use the App, Site or Services to impersonate others in a manner that misleads, confuses or deceives others or intends to do so. You may delete your Account at any time, for any reason, by following the instructions on the App, Site or Services or uninstalling the App. You agree not to create an Account or use the App, Site or Services if you have been

previously removed by us or banned from any of the Services. Rise Music reserves the right in its sole discretion to suspend or terminate your Account and/or refuse any and all current or future use of the App, Site or Services (or any portion thereof) at any time for any reason. You agree that Rise Music will not be liable to you or to any third party for any suspension or termination of your Account or any refusal of any use of the App, Site or Services (or any portion thereof).

1.2 Account Responsibilities. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You are solely responsible for any use of the App, Site or Services by your child user. You agree to immediately notify Rise Music of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Rise Music cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

1.3 Third Party Sites. The Services may allow users to connect with various social networking sites, such as Facebook or Twitter, as well as various music streaming sites, such as Spotify or SoundCloud (each a "TPS"). By connecting your TPS account, you represent that you are entitled to grant us access to your TPS account without breach by you of any TPS terms and conditions and without obligating us to pay any fees or making us subject to any usage limitations. By granting Rise Music access to your TPS account, you understand that we may access, make available, and store any information, content, or other materials that you have provided to or stored in your TPS account ("TPS Content") accessible through the Site and Services so that it is available on your Account. Unless otherwise specified in the Terms, all TPS Content will be deemed your User Content (as defined below) for all purposes of the Terms. PLEASE NOTE THAT YOUR RELATIONSHIP WITH EACH TPS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH TPS, AND WE DISCLAIM ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO US BY A TPS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN THE TPS. Rise Music makes no effort to review any TPS Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and Rise Music is not responsible for any TPS Content.

2. ACCESS TO THE APP AND SERVICES

2.1 Services. Rise Music provides an online service designed to allow users to create and share curated music playlists.

2.2 License. Subject to these Terms, Rise Music grants you a non-transferable, non-exclusive, revocable, limited license to use and access, solely for your own personal, non-commercial use (a) the App on any compatible device that you own or control, and (b) the other aspects of App, Site and Services. Furthermore, with respect to any App accessed through or downloaded from the Apple App Store (an "App Store" and references to the App Store include the corporate entity and its subsidiaries making the App Store available to you), you agree to comply with all applicable third party terms of the App Store (i.e., Apple App Store's "Usage Rules") (the "Usage Rules") when using the App. To the extent the terms of these Terms provide for usage rules that are less restrictive than or otherwise in conflict with the Usage Rules, the more restrictive term applies.

2.3 Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the App, Site or Services, whether in whole or in part, or any content displayed on the App, Site or Services; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the App, Site or Services; (c) you shall not access the App, Site or Services in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the App, Site or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the App, Site or Services shall be subject to these Terms. All copyright and other proprietary notices on the App, Site or Services (or on any content displayed on the App, Site or Services) must be retained on all copies thereof.

2.4 Modification. Rise Music reserves the right, at any time for any reason, to modify, suspend, or discontinue the App, Site or Services (in whole or in part) with or without notice to you. You agree that Rise Music will not be liable to you or to any third party for any modification, suspension, or discontinuation of the App, Site or Services or any part thereof.

2.5 No Support or Maintenance; Updates. You acknowledge and agree that Rise Music will have no obligation to provide you with any support or maintenance in connection with the App, Site or Services. You agree that Rise Music is not obligated to create or provide any corrections, updates, upgrades, bug fixes, and/or enhancements of the App, Site or Services (each an "Update"). However, in the event Rise Music decides to offer an Update, you agree that Rise Music may amend these Terms in connection with such Update without specific notice to you and that your use of the App, Site or Services following such Update is conditioned upon your acceptance of any revised Terms. By using the App, Site or Services following an Update, you are representing that you have reviewed the then-current version of these Terms and agree to be bound by such version. All Updates will be governed by the version of these Terms published by Rise Music as of the date you use the App, Site or Services following such Update.

2.6 Ownership. Excluding any User Content that you may provide (defined below), you acknowledge that (a) the App and Services are and will remain the sole property of Rise Music and are subject to protection under U.S. and foreign copyright laws and (b) all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the App and Services and content made available through the App and Services are owned by Rise Music or Rise Music's suppliers. Rise Music's name, logo, and the product names associated with the App, Site or Services belong to Rise Music (or its suppliers, where applicable), and no right or license is granted to use them by implication, estoppel or otherwise. Neither these Terms nor your access to the App, Site or Services transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. Rise Music and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

2.7 Feedback. You agree that submission of any ideas, suggestions, and/or proposals to us (“Feedback”) is at your own risk and that Rise Music has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Rise Music a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner it deems appropriate, any and all Feedback, and to sublicense the foregoing rights. Rise Music will treat any Feedback you provide to Rise Music as non-confidential and non-proprietary. You agree that you will not submit to Rise Music any information or ideas that you consider to be confidential or proprietary

3. USER CONTENT GENERALLY

3.1 User Content. “User Content” means any and all information and content that a user submits to, or uses with, the App, Site or Services (e.g., Questions and Videos). You are solely responsible for your User Content and the consequences of submitting and publishing your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You understand that Rise Music does not guarantee any confidentiality with respect to your User Content. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 3.3). You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Rise Music. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Rise Music is not obligated to backup any User Content, and your User Content may be deleted at any time, for any reason, without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire. Rise Music has no responsibility or liability for the deletion or accuracy of any User Content; the failure to store, transmit, or receive transmission of User Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the App, Site or Services. You acknowledge that Rise Music has no obligation to pre-screen User Content, although Rise Music reserves the right in its sole discretion to pre-screen, refuse, or remove any User Content at any time for any reason. Rise Music reserves the right in its sole discretion to remove any content that you provide and/or upload to the App, Site or Services at any time for any reason, including, but not limited to, information you provide for your user profile, identification symbols or designations of any kind which you select to appear in your user feed, and comments you provide on other users, music, or user feeds. You agree that Rise Music will not be liable to you or to any third party for such removal. PLEASE MAKE SURE THAT YOU ONLY PROVIDE INFORMATION TO THE SERVICES THAT YOU ARE ALLOWED TO PROVIDE WITHOUT VIOLATING ANY OBLIGATIONS YOU MIGHT HAVE TO A THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY CONFIDENTIALITY OBLIGATIONS. PLEASE DO NOT PROVIDE ANY INFORMATION THAT YOU ARE NOT ALLOWED TO SHARE WITH OTHERS, INCLUDING BY CONTRACT OR LAW; PLEASE NOTE THAT ANY INFORMATION YOU PROVIDE WILL BE ACCESSIBLE BY USERS OF THE APP AND SERVICES.

3.2 Acceptable Use Policy. The following terms constitute our “Acceptable Use Policy”:

(a) You agree not to use the App, Site or Services to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, sexually explicit, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, you agree not to: (i) upload, transmit, or distribute to or through the App, Site or Services any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the App, Site or Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the App, Site or Services to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the App, Site or Services, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the App, Site or Services (or to other computer systems or networks connected to or used together with the App, Site or Services), whether through password mining or any other means; (vi) harass, abuse, bully or otherwise interfere with any other user’s use and enjoyment of the App, Site or Services; or (vi) use software or automated agents or scripts to produce multiple accounts on the App, Site or Services, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the App, Site or Services (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the App, Site or Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

3.3 Enforcement. We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account, and/or reporting you to law enforcement authorities.

4. USER CONTENT PROPRIETARY RIGHTS;

With respect to User Content you make available in Rise Music, the following terms apply:

4.1 Ownership. Each user owns its own User Content. By making available your User Content on or in the App, Site or Services, you affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish your User Content; and you have all rights and consents necessary to grant Rise Music the licenses set forth in Section 4.2 below.

4.2 License. By making available User Content on or in the App, Site or Services, (or permitting a child user to do the same), you hereby grant (and you represent and warrant that you have the right to grant) to Rise Music an irrevocable, nonexclusive, transferable, royalty-free and fully paid, worldwide license to use, reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit such User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including such User Content in the App and Services and operating, improving, marketing and providing the App and Services. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content. You also hereby grant each user of the App, Site or Services a non-exclusive license to access your User Content through the App and Services, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the App and Services and under these Terms. The above licenses granted by you in Videos you submit to the App, Site or Services terminate within a commercially reasonable time after your Videos are removed or deleted from the App and Services. Please remember that other users may search for, see, use, modify and reproduce any of your User Content that you submit to any “public” area of the App, Site or Services. You understand and agree, however, that Rise Music may retain, but not display, distribute, or perform, server copies of your Videos that have been removed or deleted. The above licenses granted by you in other User Content you submit are perpetual. You further agree that User Content you submit to the App, Site or Services will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant Rise Music all of the license rights granted herein.

5. APP STORES.

You acknowledge and agree that the availability of the App is dependent on the App Store from which you received the App. You and Rise Music acknowledge that these Terms are between you and Rise Music and not with the App Store and that Rise Music, and not the App Store, is responsible for the App and the content thereof. Rise Music is responsible for providing any maintenance and support services with respect to the App and the App Store has no obligation whatsoever to furnish any maintenance and support services with respect to the App. Rise Music is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify the App Store, and the App Store may refund the purchase price for the App to you; and to the maximum extent permitted by applicable law, the App Stores will not have any other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Rise Music’s sole responsibility. You and Rise Music acknowledge that Rise

Music, and not the App Store, is responsible for addressing any claims relating to the App or your possession and/or use of that App, including, but not limited to: (1) product liability claims; (2) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. You and Rise Music acknowledge that, in the event of any third party claim that the App infringes or your possession and use of that App that third party's intellectual property rights, Rise Music, and not the App Store, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. 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. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable third party terms of agreement (e.g., the App Store's terms and policies and the Usage Rules) when using the App. Rise Music and you acknowledge and agree that the App Stores and their subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, the App Stores 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.

6. INDEMNIFICATION.

You agree to indemnify and hold Rise Music (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of your (or your Child user's) (a) use of, or inability to use, the App, Site or Services; (b) violation of these Terms; (c) violation of applicable laws or regulations; (d) User Content; (e) violation of any rights of another party, including any users; or (f) interaction with any other user. Rise Music reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Rise Music. Rise Music will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

7. THIRD-PARTY LINKS & ADS; OTHER USERS

7.1 Third-Party Links & Ads. The App, Site or Services may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, "Third-Party Links & Ads"). Such Third-Party Links & Ads are not under the control of Rise Music, and Rise Music is not responsible for any Third-Party Links & Ads. Rise Music provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

7.2 Other Users. Each user of the App, Site or Services is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other users of the App, Site or Services are solely between you and such users. You agree that Rise Music will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any user of the App, Site or Services, we are under no obligation take any action or refrain from taking any action or otherwise to become involved.

7.3 Release. You hereby release and forever discharge Rise Music (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the App, Site or Services (including any interactions with, or act or omission of, other users of the App, Site or Services or any Third-Party Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

8. DISCLAIMERS

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE APP AND SERVICES IS AT YOUR SOLE RISK AND THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APP AND SERVICES AND ANY CONTENT, PRODUCTS, SERVICES OR INFORMATION PROVIDED BY THE APP, SITE OR SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, , WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND RISE MUSIC (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APP AND SERVICES AND ANY CONTENT, PRODUCTS, SERVICES OR INFORMATION PROVIDED BY THE APP, SITE OR SERVICES EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE APP, SITE OR SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE APP, SITE OR SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

9. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL RISE MUSIC (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE APP, SITE OR SERVICES, HOWEVER CAUSED, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PROPRIETARY RIGHTS INFRINGEMENT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF RISE MUSIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE APP AND SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR (AND OUR SUPPLIERS') LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN RISE MUSIC AND YOU.

10. TERM AND TERMINATION.

Subject to this Section, these Terms will remain in full force and effect while you use the App, Site or Services. You may terminate your Account at any time, for any reason, by following the instructions on the App, Site or Services or uninstalling the App. We may suspend or terminate your rights to use the App and/or Services (including your Account) at any time for any reason at our sole discretion, including for any use of the App, Site or Services in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the App and Services will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Rise Music will not have any liability whatsoever to you for

any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms are terminated, all provisions of these Terms which by their nature should survive, will survive, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

11. REMEDIES.

11.1 Violations. If Rise Music becomes aware of any possible violations by you of the Terms, Rise Music reserves the right to investigate such violations. If, as a result of the investigation, Rise Music believes that criminal activity has occurred, Rise Music reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Rise Music is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in App, Site or Services, including your Use Content, in Rise Music's possession in connection with your use of the App, Site or Services, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Terms, (3) respond to any claims that your User Content violates the rights of third parties, (4) respond to your requests for customer service, or (5) protect the rights, property or personal safety of Rise Music, its users or the public, and all enforcement or other government officials, as Rise Music in its sole discretion believes to be necessary or appropriate.

11.2 Breach. In the event that Rise Music determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate for the App, Site or Services, Rise Music reserves the right to:

- (a) Warn you via e-mail (to any e-mail address you have provided to Rise Music) that you have violated the Terms;
- (b) Delete any of your User Content provided by you or your agent(s) to the App, Site or Services;
- (c) Discontinue your registration(s) with the any of the App, Site or Services;
- (d) Notify and/or send User Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or
- (e) Pursue any other action which Rise Music deems to be appropriate.

11.3 No Subsequent Registration. If your registration(s) with or ability to access the App, Site or Services is discontinued by Rise Music due to your violation of any portion of the Terms or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access the App, Site or Services through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those Services to which your access has been terminated. In the event that you violate the immediately preceding sentence, Rise Music reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

12. COPYRIGHT POLICY.

Rise Music respects the intellectual property of others and asks that users of our App and Services do the same. In connection with our App and Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our App, Site or Services who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our App, Site or Services, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

1. your physical or electronic signature;
2. identification of the copyrighted work(s) that you claim to have been infringed;
3. identification of the material on our services that you claim is infringing and that you request us to remove;
4. sufficient information to permit us to locate such material;
5. your address, telephone number, and e-mail address;
6. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

The designated Copyright Agent for Rise Music is:

Designated Agent: Hugh Cafferky

Address of Agent: Kemp House, 160 City Road,
London, EC1V 2NX,
United Kingdom

Telephone: 0044 7519 660523

Email: info@deecaf.co

13. GENERAL

13.1 Changes. These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our App, Site or Services. We will notify you of any changes to our Terms by posting the new Terms here: [Rise Music.com/terms](https://RiseMusic.com/terms). You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our App, Site or Services. These changes will be effective immediately for new users of our App, Site or Services. Continued use of our App, Site or Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

13.2 Arbitration Agreement; Class Waiver; Waiver of Trial by Jury. Please read this Section (“Arbitration Agreement”) carefully. It is part of your contract with Rise Music and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

(a) Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by Rise Music that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Rise Music, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

(b) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Rise Music should be sent to: Deecaf Limited, c/o Hugh Cafferky, Kemp House, 160 City Road, London, EC1V 2NX, United Kingdom (Telephone: 0044 7519 660523; Email: info@deecaf.co). After the Notice is received, you and Rise Music may attempt to resolve the claim or dispute informally. If you and Rise Music do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR

Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules (“Arbitration Rules”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S. the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that Rise Music made to you prior to the initiation of arbitration, Rise Music will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

(d) Additional Rules for Non-Appearance Based Arbitration. If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(e) Time Limits. If you or Rise Music pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

(f) Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Rise Music, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Rise Music.

(g) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be

resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Rise Music in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND RISE MUSIC WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(i) Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(j) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of this Arbitration Agreement shall continue in full force and effect.

(k) Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(l) Survival. This Arbitration Agreement will survive the termination of your relationship with Rise Music.

(m) Small Claims Court. Notwithstanding the foregoing, either you or Rise Music may bring an individual action in small claims court.

(n) Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(o) Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

(p) Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal

jurisdiction of the courts located within New York County, New York, for such purpose.

(q) Governing Law. These Terms and any action related thereto will be governed and interpreted by and under the laws of the State of New York, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

13.3 Export. The App and Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Rise Music, or any products utilizing such data, in violation of the United States export laws or regulations.

13.4 Disclosures. Rise Music is located at the address set forth below. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

13.5 Electronic Communications. The communications between you and Rise Music use electronic means, whether you use the App, Site or Services or send us emails, or whether Rise Music posts notices on the App, Site or Services or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Rise Music in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Rise Music provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

13.6 Miscellaneous. These Terms constitute the entire agreement between you and us regarding the use of the App and Services. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Rise Music is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Rise Music's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Rise Music may freely assign these Terms. The terms and conditions set forth in these Terms shall inure to the benefit of and be binding upon permitted assignees.

13.7 Force Majeure. Rise Music shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts

of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labour or materials.

13.8 Copyright/Trademark Information. Copyright © 2018 Deecaf Software, Inc. All rights reserved. All trademarks, logos and service marks (“Marks”) displayed on the App, Site or Services are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

13.9 Contact Information:

Deecaf Limited

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United Kingdom

Telephone: 0044 7519 660523

Email: info@deecaf.co