

TERMS OF USE

Last modified: 01 December, 2023

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1. SUBJECT OF TERMS OF USE

These Terms of Use govern your use of the Mubert Play App that allows you to access individual broadcast of music ("**Music**") generated by the software platform owned by the Company ("**Platform**") from your mobile device via Internet ("**SaaS Subscription Service**"). Your use of our SaaS Subscription Service will remain subject to the terms and conditions set out herein and terms of use of specific Music channels, to which you may get access by Mubert Play App ("**Channels**", and individually a "**Channel**"), indicated in the Mubert Play App from time to time.

2. ACCEPTANCE OF THE TERMS OF USE

By the first use the Mubert Play App after its download on your device, you accept and agree to be bound and abide by these Terms of Use and our privacy policy published at <https://static.mubert.com/law/privacy-policy.pdf> ("**Privacy Policy**"), incorporated herein by reference. If you do not agree to these Terms of Use or our Privacy Policy, please do not use the Mubert Play App and delete it from your device.

3. CHANGES TO THE TERMS OF USE

We may revise, update, modify, or discontinue any part of these Terms of Use, in whole or in part, at any time, in the Company's sole discretion, by posting revised terms at <https://static.mubert.com/law/terms-of-use.pdf> (the "**Website**"). We will notify you of such changes by posting the modified version at the Website or through other communications, including but not limited to push-notice, and indicating the date it was last modified. It is important that you review the Terms of Use whenever we modify them because if you continue to use the Mubert Play App after we have posted modified Terms of Use on the Website, you are indicating to us that you agree to be bound by the modified Terms of Use. If you do not agree to be bound by the modified terms, then you may not use the Mubert Play App anymore and it should be deleted from your device.

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- 4.1. You may use Mubert Play App only if you are (a) capable of forming a binding contract with the Company (personally or via your legal representatives) and (b) are not barred from using the Mubert Play App under applicable law. By using Mubert Play App, you represent and warrant that you are of capacity to form a binding contract with the Company and meet all of the foregoing eligibility requirements.
- 4.2. You may not harm the Company, Mubert Play App or Platform in any way or otherwise use the Mubert Play App in any improper manner, including, but not limited to, hacking into the Mubert Play App's systems, spoofing or facing e-mail headers or slowing or stopping the functionality of the Mubert Play App or Company' website (mubert.com).

5. REGISTRATION AND YOUR INFORMATION MAY BE REQUESTED

- 5.1. To use Mubert Play App, you may be asked to provide certain registration details or other information (your name or e-mail, for instance). Mubert Play App may require you to create individual account in order to get access to SaaS Subscription Service ("**Account**"). You acknowledge and agree that all information you provide to register such Account is accurate, current

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- 5.2. If creating of Account constitute a condition of use of Mubert Play App, you agree that you will not disclose your Account details including password to anyone and you must notify us immediately of any unauthorized access to or use of your user name or password or in the event that any other breach of security occurs. You are responsible for all activities that occur under your Account, whether or not you know about them.
- 5.3. You agree that we may deny your access to and use of the Mubert Play App if we reasonably believe that you have violated or acted inconsistently with the letter or spirit of these Terms of Use, or violated our rights or the rights of any third party, or for any other reason, with or without notice to you.

6. NO FEES FOR MUBERT'S LICENSE

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7. ACCESS TO CHANNELS

- 7.1. The Company may at any time at its discretion include or delete Channels to which you may get access by using the Mubert Play App. Such Channels may be individualized basing on the music genre, state of mood or other abstract features that the Company may deem appropriate.
- 7.2. Your access to a particular Channel (i) may be either free or subject to (and conditional upon) payment of subscription price ("**Subscription**") and (ii) may be limited in time as specified in Mubert Play App in respect of this Channel (perpetual, monthly, daily or otherwise).
- 7.3. Default price of Subscription to one Channel, which is not indicated in Mubert Play App as being free, shall be equal to \$0.99 unless other amount of Subscription price is indicated in the Mubert Play App in respect of such Channel immediately before the Subscription.
- 7.4. Without prejudice to the above you can acquire access to all the Channels present from time to time at Mubert Play App by payment of Subscription price in amount of \$9.99.
- 7.5. You hereby acknowledge and agree that a part of the Subscription price may constitute a sum that shall be paid via the Platform as royalties to the authors of the music samples included into Music broadcasted to you at the respective Channel.

8. SUBSCRIPTION

- 8.1. If you wish to subscribe to a Channel (each such subscription, a "**Transaction**"), you will be asked to supply certain information relevant to your Transaction including, without limitation, information relating to your payment method. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION.** By submitting such information, you grant us the right to provide such information to third parties, including banks or other financial institutions, for purposes of facilitating the completion of any Transaction initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.
- 8.2. You agree to pay all charges that may be incurred by you or on your behalf through Transaction, at the subscription price(s) in effect when such charges are incurred. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

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YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY, ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, VENDORS AND AFFILIATES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, LIABILITIES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING OR ARISING OUT OF YOUR BREACH OF ANY OF THESE TERMS OF USE.

14. LIMITATION OF LIABILITY

IN NO EVENT WILL THE COMPANY, ITS SHAREHOLDERS, AFFILIATES OR THEIR LICENSORS, SERVICE OR CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (CONTRACT, TORT, OR OTHERWISE), ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, MUBERT PLAY APP, ANY CONTENT ON MUBERT PLAY APP OR ANY SERVICES OBTAINED THROUGH MUBERT PLAY APP INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. WAIVER

Any waiver by either you or the Company of any provision or condition of the Terms of Use shall not be construed or deemed to be a waiver of any other provision or condition of the Terms of Use,

nor a waiver of a subsequent breach of the same provision or condition, unless such is expressed in writing and signed by the party to be bound.

16. GOVERNING LAW AND JURISDICTION

Hereby you agree that these Terms of Use shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflicts of law principles (to the extent permissible under the applicable laws). You also consent to personal jurisdiction in the State of Delaware, for any dispute arising hereunder.

17. SEVERABILITY

If any portion of these Terms of Use is unlawful, void or unenforceable, the remaining provisions will remain in place.

18. ENTIRE AGREEMENT

The Terms of Use, Privacy Policy, and all additional terms you agree by using Mubert Play App, constitute the entire agreement between you and the Company with respect to the SaaS Subscription Services, Mubert Play App and Licensed Music, and supersede all prior and contemporaneous negotiations, agreements, proposals and understandings both written and oral, with respect to the SaaS Subscription Services, Mubert Play App and Licensed Music.

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