

VL Group
RHYMBA API TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. Amarone partners, llc d/b/a vl group, (the “Company” or “VL Group” or “VL”) provides developers, distributors, and users (“you”) with access to its digital content services subject to the following terms of service (“tos”). These tos apply in the territory as defined below. You are encouraged to review this tos on a regular basis to keep yourself current with any changes, which will be published here.
- 1.2. By accessing and using the rhymba platform, you agree and accept to be bound by the terms and conditions of this tos. If you are in a jurisdiction where use of this service is prohibited, do not use this service.
- 1.3. In addition, when using particular vl group owned or operated services, you shall be subject to any additional terms of services, posted guidelines, or rules applicable to such services, which may be posted or provided to you and modified from time to time. All such additional terms of service, guidelines, and/or rules are hereby incorporated by reference into this tos. If you do not agree to this tos or any modifications thereto, your sole recourse is to immediately stop using the services. Notwithstanding the foregoing, your continued use of the services will constitute acceptance thereto.
- 1.4. This tos is dated as of the date you begin using and accessing the rhymba platform (“Effective Date”).

2. DEFINITIONS

- 2.1. “Application(s)” means a website, web page, software application or program operated, controlled and/or developed by You that makes use of the Rhymba API.
- 2.2. “Artwork” means all artwork made available through the Rhymba Platform, including, without limitation, front cover artwork for Audio Downloads, Streams, Samples and artist images.
- 2.3. “Audio Download(s)” means a non-expiring complete digital copy of a Sound Recording made available to End Users.
- 2.4. “Audio Sample(s)” or “Sample(s)” means a thirty (30) second excerpt of a Sound Recording accessible by an End User through the Application in a so-called “streaming” format for the purpose of promoting the applicable Audio Download and/or Stream.
- 2.5. “Commercial” means any use of the Rhymba API that generates financial gain or other forms of revenue. Commercial use includes Applications that are released and employed by any entity regardless of if the entity is a corporation, LLC, or not-for-profit entity. Use is Commercial when the consumer base of the API exceeds FIFTY (50) consumers. “Pre-Commercial” means the use of the Rhymba API in any development or testing or other environment prior to release of an Application for Commercial use. If the API is used in a “Demo” product, such usage shall be Pre-commercial, but VL shall reserve the right change that status to Commercial at VL’s sole discretion.
- 2.6. or the purpose of use, the product may be defined as pre-commercial and is subject to but not limited any change VL deems.
- 2.7. “Company Materials” means, collectively, any content, links, functionality, technology and/or other materials provided by You in connection with the Application or this TOS or otherwise owned, operated, marketed or distributed by You, including but not limited to any information, technology and materials provided or used by You hereunder, including,

without limitation, all related patents, patent rights, trademarks, service marks, copyrights, works of authorship, trade secrets and other proprietary interests.

- 2.8. "Confidential Information" means for the purposes of this TOS; (i) all non-public information of VL Group and its affiliates, including information relating to the Rhymba Platform and information pertaining to VL Group's business strategy, activities and operations (whether as then being conducted or proposed to be conducted), reports, ideas, concepts, know-how, techniques, technology, designs, specifications, drawings, diagrams, data, code, marketing plans, strategies, customer lists, suppliers, sources of materials, financial information, pricing information, business relationships, employees, trade secrets, and other technical or business information and any information, data or reports prepared or compiled under this TOS and (ii) the terms of this TOS. Confidential Information will not be deemed to include any information which (a) is publicly known at the time of the disclosure; (b) becomes publicly known other than by breach of the terms of this TOS; (c) becomes known to You, without restriction, from a source free of any obligation of confidentiality; or (d) is independently developed by You or already in Your possession without the benefit of the Confidential Information, as shown by valid records.
- 2.9. "Content" means audio, video, data or other content made available on the Rhymba Platform and/or through the Rhymba API, including, without, limitation, any Audio Downloads, Streams, Samples, Artwork (as each are defined herein) and any associated digital rights management technology.
- 2.10. "Content Owner" means the entity that supplies, owns and/or controls Content.
- 2.11. "End User" means a user of the Application, and such user may include a commercial customer who uses a commercial version of the Rhymba API, or an individual consumer who consumes streaming music served by a consumer version of the Rhymba API.
- 2.12. "End User License Agreement" or "EULA" means a legal agreement, which an End User must expressly accept prior to purchasing or accessing any Content from the Application.
- 2.13. "Marks" means the trade names, trademarks, service marks, logos, domain names and other distinctive brand features of VL Group, including, without limitation, VL Group and the VL Group logo.
- 2.14. "VL Group Materials" means, collectively, any content, links, functionality, technology and/or other materials provided by VL Group in connection with this TOS or otherwise owned, operated, marketed or distributed by VL Group, including but not limited to the Rhymba Platform, the Rhymba API, and other information, technology and materials provided or used by VL Group hereunder, including, without limitation, all related patents, patent rights, trademarks, service marks, copyrights, works of authorship, trade secrets and other proprietary interests.
- 2.15. "Rhymba API" means the application programming interface provided by VL Group, including any related software, technology and materials provided by VL Group in connection therewith, as modified by VL Group from time to time in its sole and absolute discretion.
- 2.16. "Rhymba Platform" means the Content distribution service provided by VL Group pursuant to this TOS.
- 2.17. "Rhymba Platform Guidelines" means all information and documentation VL Group provides specifying or concerning the Rhymba Platform, the Rhymba API, Applications and/or Marks and any VL Group-supplied implementations or methods of use of the Rhymba Platform, including, without limitation, the Rhymba API Implementation Guide (available [here](#)), any VL Group branding guidelines and any other related guidelines and policies whether provided to You by VL Group or located at <http://vlgroup.com>.

- 2.18. "Metadata" means information describing and/or identifying the Content and accessible by You through the Rhymba API or other means provided by VL Group hereunder, including, without limitation, album and/or track title, artist name, genre, copyright information, label or publisher name, unique product identifiers (e.g., ISRC, ISBN and UPC), Artwork, explicit lyrics identification, album reviews (if available), biographical information (if available), release date and wholesale pricing.
- 2.19. "Site" means VL Group's Website located at the url: <http://vlgroup.com>
- 2.20. "Sound Recording(s)" means an audio-only embodiment of performances of musical compositions or spoken-word performances that have been provided to you by VL Group or You otherwise have the rights to use in accordance with the Rhymba Platform.
- 2.21. "Statement of Work" means any executed statement of work between you and the Company that defines the pr
- 2.22. "Stream" or "Streaming" (as a verb or gerund) means the single digital transmission of a Sound Recording, or any part thereof, via the Internet, which transmission is contemporaneous with the End User being able to hear the recording embodied therein.
- 2.23. "Term" shall mean the duration of this TOS which shall start on the Effective Date and shall continue unless and until terminated in accordance with Section 15;
- 2.24. "Territory" means the territory, whether it be a particular country, region, or the entire world/universe, as determined by any statement of work between You and selected by You as the territory you wish to offer the Rhymba Platform to End Users during the registration process, which will be one of the following territories: (i) the United States and its territories and possessions, (ii) Canada and its territories and possessions, or (iii) the United Kingdom and its territories and possessions.

3. DESCRIPTION OF THE RHYMBA PLATFORM

- 3.1. VL Group owns and operates the Rhymba Platform, a software delivery system that may be used in connection with the Application to provide End Users access to Content, including, without limitation, Samples, Audio Downloads and Streams. The Rhymba Platform may be accessible by End Users through the Rhymba API (in Your sole discretion), which will be made available to You in accordance with the applicable terms set forth herein. The Rhymba API is sometimes referred to herein as the "Rhymba Services".

4. GENERAL CONDITIONS OF USE

- 4.1. Subject to the provisions of this TOS, the Rhymba Platform Guidelines, and any other guidelines notified by VL Group to You, as amended from time to time, during the Term You may use the VL Group Materials, including, without limitation, the Rhymba Platform and the Rhymba Services, solely to (i) provide to End Users an Audio Download and/or a la carte Streaming service; (ii) access VL Group servers; and (iii) receive information from VL Group. You acknowledge and agree that, subject to Section 5 below, the form and nature of the Rhymba Services and the Rhymba Platform which VL Group provides may change from time to time without prior notice to You. VL Group may, from time to time and at its sole and absolute discretion, make available Rhymba Platform Guidelines setting forth additional policies and technical specifications applicable to Your use of the Rhymba Services. The Application must not violate any policies or technical specifications described in the Rhymba Platform Guidelines.
- 4.2. In order to access the Rhymba Services, You may be required to provide information about Yourself (such as identification, contact details or information about the Application) as part of a registration or submission process, or as part of Your continued use of the Rhymba

Services. You agree that any registration information You give to VL Group will always be accurate, correct and up to date, and You agree to provide VL Group with prior written notice of any updates or changes to such registration information, including, without limitation, changes to Your contact information, changes to the description of the Application and/or location where or method through which End Users may access the Application (e.g. URL, mobile application) and changes to the Territory. You further agree that You will not share with any third party any unique identifier, electronic key, password or any other of Your registration information provided to You by VL Group.

- 4.3. You agree to use the Rhymba Services only for purposes that are permitted by (i) this TOS and Rhymba Platform Guidelines; and (ii) any applicable law, regulation, third-party terms of service, or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from, as applicable, the United States, Canada, the European Union or other relevant countries). You will provide any information and/or other materials related to the Applications reasonably requested by VL Group from time to time to verify Your compliance with this TOS. You acknowledge and agree that VL Group and/or its licensors may crawl or otherwise monitor the Applications for the purpose of verifying Your compliance with this TOS, provided, however, such crawling and monitoring will not materially interfere with the functionality or performance of the Application. You will not seek to block or otherwise interfere with such crawling or monitoring (and VL Group and/or its affiliates or agents may use technical means to overcome any methods used on the Applications to block or interfere with such crawling or monitoring).
- 4.4. Pre-commercial and Commercial tiers. Use of Rhymba Platform under terms of Pre-commercial Radio tiers will adhere to usage under DMCA compliance and Pre-commercial use terms. Use of Rhymba Platform under terms of Commercial tiers will adhere to DMCA compliance and commercial use terms. Use of Rhymba Platform under terms of Pre-commercial Interactive tiers will comply to VL's interactive streaming rules and pre-commercial terms. Use of Rhymba Platform under terms of Commercial Interactive tiers will comply with industry standard interactive streaming rules and terms. Use of Rhymba Platform under terms of FREE DEMO tier will follow pre-commercial and DMCA compliance usage rules.
- 4.5. You will not provide access to the Rhymba Platform outside of the Territory and You will use standards customary in the industry to restrict access to or use of the Rhymba Platform to End Users who are located in the Territory. You are not permitted to intentionally market or promote outside the Territory the availability of the Rhymba Platform.
- 4.6. You agree not to access (or attempt to access) the Rhymba Platform by any means other than through the interface that is provided by VL Group, unless You have been specifically allowed to do so in a separate written agreement with VL Group covering those services. You agree that You will not engage in any activity that interferes with or disrupts the Rhymba Platform (or the servers and networks which are connected to the Rhymba Platform).
- 4.7. You may not use the Rhymba Services in any way that VL Group finds, in its sole discretion, to have the effect of competing with or displacing the market for the Rhymba Platform. Unless You have been specifically permitted to do so in a separate written agreement with VL Group or as otherwise set forth herein, You agree that You will not reproduce, duplicate, copy, sell, trade or resell the Rhymba Platform, the Rhymba Services or any Content for any purpose, provided, however, such restrictions are not intended to preclude You from offering Audio Downloads and Streams through the Application.

- 4.8. Except for VL Group's unique track, album and artist identifiers, or as otherwise authorized by VL Group in writing, You may not cache or save local copies of any Content or data retrieved through the Rhymba Services, including without limitation, Audio Downloads, Streams, Samples, Artwork, Metadata, search results or pricing information.
- 4.9. You acknowledge and agree that: (i) Your use of the Rhymba Services may cause You to interact with products, content or services not operated or controlled by VL Group; and (ii) that VL Group does not represent or endorse, and shall not be responsible for the safety, quality, accuracy, reliability, integrity or legality of any such products or services or any content displayed or distributed in connection with such products or services.
- 4.10. You acknowledge and agree that You will not, and You will not permit Your End Users or other third parties to, (i) modify or replace the text, images, links or other content of the VL Group search results; or (ii) modify, replace or otherwise disable the functioning of links to the Site or third party websites provided in the Rhymba Platform or VL Group search results.
- 4.11. You shall not interfere or attempt to interfere in any manner with the proper workings of the Rhymba Services. You shall not remove, alter, cover, obfuscate, and/or otherwise interfere with any Content, including without limitation any links (including links provided to you by VL Group so You and Your End Users may access Audio Downloads, Streams, Samples and Artwork) and/or Metadata or other information included in connection therewith, and You shall not create or distribute any Application that adversely affects the functionality or performance of the Rhymba Platform. Your duty not to interfere shall include, but not be limited to, Your duty to respect all geographically based Internet Protocol ("IP") restrictions, if any, implemented by VL Group. Any implementation of the Rhymba Services that circumvents or renders ineffective such IP restrictions, including blocking, cloaking or modifying any IP address, is expressly prohibited.
- 4.12. You acknowledge that the Content is owned and/or controlled by Content Owners and is protected by copyright laws and other intellectual property laws in the Territory and in other countries through international treaties. Your rights with respect to Content will be limited by all such applicable laws. You are required to comply with all applicable laws in Your use of the Rhymba Platform and the Rhymba Services and to respect the applicable Content Owners' rights therein. You agree not to make any use of the Content that would infringe the copyright(s) or violate any so-called "moral rights" therein. You agree that you will not modify any Content obtained through VL Group for any reason whatsoever, including, without limitation, for the purpose of disguising or changing ownership or source of the Content.
- 4.13. Samples, Artwork and Metadata are provided through the Rhymba Platform solely to promote the Content and may only be displayed in connection with the applicable Content, and not in any other manner. You may not Stream Content other than Streams and Audio Samples or include in the Application any ability to translate a Stream or Audio Sample into a "ringer" for a telephone or mobile phone.
- 4.14. You understand that each Content Owner shall have the right to terminate the distribution of any and all Content owned or controlled by them through the Application without notice to You or Your End Users at any time, in their sole discretion.
- 4.15. You may not modify, create derivative works of, reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or underlying trade secrets of the Rhymba Platform and/or the Rhymba Services (except as expressly authorized in advance by VL Group in writing).

- 4.16. You may not use the Rhymba Platform to build, contribute to or provide Content to any other third party content or music service that offers the same or substantially similar services to the Rhymba Platform.
- 4.17. Unless otherwise authorized by VL Group, You may not offer the Application or use any VL Group Materials in a manner that could be construed as an endorsement of any product, service or person, as a so-called “commercial tie-up,” “commercial tie-in”, loyalty reward or redemption credit, “give away” or any similar use, directly or indirectly.
- 4.18. Advertisements on or in connection with the Application: (i) must not be tied or linked in any way to any individual recording artist or Sound Recording; (ii) must clearly be distinguished from the performance on the Sound Recording; and (iii) must not imply an endorsement by such artist, unless You obtain the right to do so from such artist in writing. You may not make any use (directly or indirectly) of names, likenesses or biographical materials provided by VL Group of any artist, record label, and/or any other persons contributing to the recording or creation of any VL Group Materials in advertisements, promotions, press releases or marketing materials for the Application or the Rhymba Platform.
- 4.19. If the Application has an Audio Download playlist functionality, End Users must be provided with an opportunity to purchase the entire playlist at once, as well as to purchase individual Sound Recordings within the playlist.
- 4.20. You acknowledge that the Content distributed through the Rhymba Platform shall be determined by the Statement of Work and may be heard, streamed, or consumed by either a commercial business or by individual consumer End User. This section applies to both Pre-commercial or Commercial use of the API.
- 4.21. You may not use the Rhymba Services, the Rhymba Platform or Application for any improper or illegal purpose, and you will act in good faith in Your relationships with VL Group and all Content Owners, and will abide by the rules set forth by this TOS.
- 4.22. You acknowledge and agree that the Rhymba Services, Rhymba Platform and software embodied within such Rhymba Services and Rhymba Platform may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by VL Group or any Content Owners. You may not attempt to override or circumvent any of the usage rules embedded into the Rhymba Platform. Any unauthorized reproduction, publication, further distribution or public exhibition of the Content or materials provided in connection with Rhymba Platform, in whole or in part, is strictly prohibited.
- 4.23. You will not remove, alter, delete, obfuscate or destroy any copyright, proprietary, or confidential notices placed on the Content or any associated documentation.
- 4.24. If a parental advisory warning is provided with particular Content, You shall promptly and clearly disclose such warning to End Users prior to their playing or purchase of the applicable Content.
- 4.25. You acknowledge, consent and agree that VL Group may access, preserve, process and disclose Your account information and 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 TOS; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to Your requests for customer service, if applicable; or (v) protect the rights, property or personal safety of VL Group, Content Owners, End Users and the public.
- 4.26. You hereby agree that the Application will conform to the description as provided by You to VL Group during the registration process, and any updates thereof, including the location where and method through which End Users may access the Application (e.g., URL, mobile

application). You further agree to use or offer the Rhymba Platform solely in connection with the Application and on sites for which you are authorized to do so. If VL Group determines, in its sole discretion, that any information provided by You to VL Group is inaccurate or the Rhymba Platform is being offered in connection with any web site for which you are not authorized to do so, VL Group reserves the right to immediately terminate this TOS in accordance with Section 15 and disable both Your account and Your access to the Rhymba Platform and the Rhymba Services.

- 4.27. You hereby agree to include conspicuous VL Group attribution branding in the Application wherever the Rhymba Platform or Content is made available to End Users. Such attribution branding will be provided to You by VL Group and shall be displayed in accordance with the Rhymba Platform Guidelines, the Statement of Work, or any other VL Group specifications or additional brand guidelines notified to You from time to time. You are granted a terminable, non exclusive, non sub-licensable license to use the Marks solely for the purposes of complying with this Section.
- 4.28. You acknowledge and agree that the Content Owners are the intended beneficiaries of this TOS and shall have the right to enforce this TOS against you. Except as otherwise expressly set forth herein, there shall be no third-party beneficiaries to this TOS.
- 4.29. You acknowledge that the Application will (i) not cause, control, encourage, induce, facilitate, promote or advertise activities, products or services that are illegal (including the illegal copying or unauthorized distribution of third party copyrighted material), violent, defamatory or discriminatory; (ii) not display or advertise pornography, including sexually explicit images; (iii) not sell or advertise products or services for alcohol, tobacco, firearms, gambling, or feminine hygiene products; (iv) not endorse any religious cause, political position or political candidate; (v) not engage in any activities that may be deemed objectionable by Content Owners in their sole discretion, including linking to objectionable web sites; and (vi) will comply with any applicable laws and regulations including but not limited to advertising, data protection and intellectual property laws and will comply with any future guidelines or requirements imposed by VL Group in its sole discretion from time to time.

5. MODIFICATIONS TO THE TERMS OF SERVICE

- 5.1. VL Group reserves the right, in its sole discretion, to update or modify this TOS at any time. If any such updates or modifications constitute a material change to this TOS, VL Group will provide You with thirty (30) days advance notice. It is solely Your responsibility to review and familiarize Yourself with the updates or modifications. Your use of the Rhymba Services following such updates and modifications constitutes Your agreement and acceptance to be bound by the terms and conditions of this TOS as modified. If You do not agree to this TOS as modified You may terminate this TOS in accordance with Section 15 and stop using the Rhymba Services.

6. END USER LICENSE AGREEMENT

- 6.1. You acknowledge and agree that all End Users, regardless of whether they are Pre-commercial or Commercial customers or individual consumers, that access Content through the Application will be bound to an EULA which will include, at minimum, the terms set forth in Section 6.2 below, as applicable. You further agree to implement functionality that provides for End User acceptance of the EULA as a condition to the access of any Content.
- 6.2. The EULA shall contain, at minimum, the following terms:

- 6.2.1. The Application and all Content is provided for the End Users' personal, non-commercial, entertainment use;
- 6.2.2. All Content embodies the intellectual property of a third party and is protected by law;
- 6.2.3. VL Group and/or Content Owners may, from time-to-time, remove Content from the Rhymba Platform without notice;
- 6.2.4. End Users agree that they will not attempt to modify any software or Content obtained through the Rhymba Platform for any reason whatsoever, including for the purpose of disguising or changing ownership or source of the Content;
- 6.2.5. End Users agree to comply with all applicable laws, including copyright law, in their use of the Content and to protect the applicable Content Owner's rights therein;
- 6.2.6. Any reproduction, redistribution, transmission, sale, broadcast, public performance, rental or lending, adaptation, sub license, modification, promotion or other use of the Content, including, without limitation, any use that requires a synchronization license with respect to the underlying musical composition, without the prior written consent of the copyright owner is a violation of the law and is expressly prohibited;
- 6.2.7. Other than as expressly set forth herein, copying, sharing or transferring of the Content is expressly prohibited;
- 6.2.8. Each purchase of Content shall be deemed a final, non-refundable sale;
- 6.2.9. The availability and prices of Content are subject to change without notice;
- 6.2.10. VL Group and the Content Owners are the intended beneficiaries of the EULA and shall have the right to enforce the EULA against an End User;
- 6.2.11. The Rhymba Platform including all Content and other information, materials and products included on or otherwise made available to you through the Rhymba Platform are provided "as-is" and "as available" without warranties of any kind from VL Group Digital, Inc. or any Content Owners. To the full extent permissible by applicable law, VL Group and all Content Owners disclaim all warranties of merchantability and fitness for a particular purpose. Neither VL Group nor any Content Owners warrant that the Rhymba Platform or any Content, information, materials or products included on or otherwise made available to you through the Rhymba Platform are free of viruses or other harmful components;
- 6.2.12. Neither VL Group nor any Content Owners will be liable for any indirect, incidental, punitive, special or consequential damages of any kind arising from the use of the Rhymba Platform or from Content, information, materials or products included on or otherwise made available to you through the Rhymba Platform, or for any damages in excess of the amount paid for the specific item of Content giving rise to the applicable claim for damages;
- 6.2.13. VL Group and the Content Owners reserve the right to modify the usage rules contained in the EULA at any time;
- 6.2.14. Monitoring usage of the Content entails the ongoing involvement of and/or monitoring by VL Group and/or its licensors;
- 6.2.15. End Users agree that their access of the Rhymba Platform, including accessing and/or purchasing Content is acknowledgement of their acceptance of and agreement to use the Rhymba Platform in accordance with the EULA and that any other use of the Rhymba Platform will constitute a breach of the EULA and may constitute a violation of law, including copyright infringement;
- 6.2.16. VL Group and the Content Owners reserve all rights that they may have in law or equity to enforce the EULA or the use of the Content.

- 6.2.17. Sound Recordings may not be used as a musical “ringer” in connections with phone calls;
- 6.2.18. If Audio Downloads are available to End Users through the Application: (i) Audio Downloads may be purchased individually, collectively as albums, or, in some cases, only in the form of albums; (ii) All Audio Downloads sold through the Rhymba Platform are encoded in a high quality MP3 format; (iii) Once an Audio Download is burned to a CD it may not be copied, distributed or transferred from that CD to any other media or device; and (iv) All Audio Downloads of Sony Music Entertainment content are sold directly by SME Digital LLC via VL Group as its agent.
- 6.2.19. If Streams are available to End Users through the Application, such Streams may not be captured, saved, copied or stored by any means whatsoever, unless such functionality is made available as part of the Rhymba Platform.
- 6.3. You shall ensure that notice of the EULA is conspicuously displayed and accessible to End Users at all times.

7. INTELLECTUAL PROPERTY & CONFIDENTIALITY

- 7.1. All VL Group Materials and other intellectual property of the Rhymba Platform (collectively “VL Group Intellectual Property”) are protected by copyright, patent, trade secret, trademark, trade dress, and service mark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws of each Territory, as applicable.
- 7.2. Except for any Content owned by third parties, all VL Group Intellectual Property contained in the Rhymba Platform is the sole and exclusive property of VL Group or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, trade dress, and trade names are proprietary to VL Group or its affiliates and/or third-party licensors. Except as expressly authorized by VL Group, you agree not to sell, sublicense, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the VL Group Intellectual Property.
- 7.3. All Company Materials and other intellectual property of the Application (collectively “Company Intellectual Property”) are protected by in the relevant Territory by copyright, patent, trade secret, trademark, trade dress, and service mark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any Content owned by third parties, including Content Owners and VL Group, all Company Intellectual Property is Your sole and exclusive property or that of Your subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, trade dress, and trade names are proprietary to You or Your affiliates and/or third-party licensors. Except as expressly authorized by You, VL Group agrees not to sell, sublicense, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Company Intellectual Property.
- 7.4. VL Group Digital, VL Group, vlgroup.com, and Performance by VL Group are trademarks, domain names, and/or service marks of VL Group in the Territory. All other trademarks, domain names, or service marks are property of their respective owners. Except as otherwise provided herein, any use of any VL Group's trademarks or service marks without VL Group's express written consent is strictly prohibited.
- 7.5. If the Application allows End Users to download, view, listen to or otherwise access or distribute third party content, such functionality may not infringe or violate any intellectual

property or other right of any third party to such content and You must post and implement a copyright policy that:

- 7.5.1. where You are based in the United States, complies with the Digital Millennium Copyright Act (“DMCA”), and which must include, without limitation:
 - 7.5.1.1. registering an agent with the United States Copyright Office to receive notices of claimed infringement (the form to register an agent can be found online at: <http://www.copyright.gov/onlinesp/agent.pdf>);
 - 7.5.1.2. if you receive a notice of infringement, expeditiously removing or disabling access to the allegedly infringing content and if necessary, contacting the person who submitted the notice for additional information;
 - 7.5.1.3. the adoption and implementation of a policy that provides for the termination, in appropriate circumstances, of repeat infringers; and
 - 7.5.1.4. including the following statement on any page of the Application or other interface through which End Users can upload or otherwise make third party content available: “Content identified as belonging to a third party can be transmitted on the Application so long as you obtain permission first and the ownership and rights are clearly indicated You must not upload or present any media or content in which you do not have the appropriate rights to do so. You may be in violation of copyright laws if you do not have the appropriate rights to the media or content you upload or present on the Application. The Application provider will not tolerate known infringements or misbehavior by its users. It is such provider's policy to terminate the accounts of known repeat infringers. In addition, unauthorized copying, distribution, modification, public display, or public performance of copyrighted works may be an infringement of the copyright holders' rights. You may not copy, reproduce, distribute, or create derivative works without being authorized to do so by law or by the copyright holder.”
- 7.5.2. where you are based in the United Kingdom, Canada, or any other area worldwide, complies with all applicable laws and which must include, without limitation:
 - 7.5.2.1. a facility whereby third parties who believe their work has been copied in a way that constitutes copyright infringement can file a copyright infringement notice (“Infringement Notice”) with You;
 - 7.5.2.2. You must clearly make available the contact information, including but not limited to an email address, postal address and contact telephone number, to which a third party can send an Infringement Notice;
 - 7.5.2.3. if you receive a notice of infringement, expeditiously removing or disabling access to the allegedly infringing content and if necessary, contacting the person who submitted the notice for additional information;
 - 7.5.2.4. the adoption and implementation of a policy that provides for the termination, in appropriate circumstances, of repeat infringers; and
 - 7.5.2.5. a statement to the effect of that set out at Section 7.5.1.4 above.
- 7.6. During the term of this TOS and for three (3) years following termination of this TOS for any reason whatsoever, You agree (i) that You will not disclose to any third party or use any Confidential Information except as expressly permitted in this TOS, and (ii) that You will take all reasonable measures to maintain the confidentiality of all Confidential Information in Your possession or control, which will in no event be less than the measures You use to maintain the confidentiality of Your own information of similar importance.

- 7.7. Notwithstanding Section 7.6, You may disclose Confidential Information: (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law, so long as You notify VL Group sufficiently in advance of such disclosure to give VL Group the reasonable opportunity to protect such information, as permitted by law; or (ii) on a “need-to-know” basis, under a contractual obligation of confidentiality at least as strict as that set forth in this section, to Your legal counsel and accountants, and (with the prior approval of VL Group) banks and other financing sources (who are not competitors of VL Group) and their advisors.

8. PRIVACY; NO ENDORSEMENT

- 8.1. If the Application enables You or any other third party to gain access to information about End Users, including but not limited to personally identifying and non-personally identifying usage information, (“End User Data”), You or the party receiving the information must make publicly available, and abide by, a privacy policy that complies with all applicable laws and regulations of the Territory, obtain all necessary licenses and permissions and You must clearly post a link to such privacy policy at the point that such information is collected.
- 8.2. You must not transmit, export, transfer, divert or send any End User Data to any country without obtaining any consent or authorizations required under law or regulation of the Territory or any relevant country.
- 8.3. All End User Data collected by You through the Application will be owned by You. All End User Data collected by VL Group in connection with the Application will be owned by VL Group.
- 8.4. The Applications shall not be designed or implemented in a way that might mislead an End User into believing he or she is interacting directly with VL Group when interacting with any of the Applications, or that any of the Applications were created by or are endorsed by VL Group, as determined by VL Group in its sole discretion.

9. MARKETING

- 9.1. VL Group, at any time in its sole discretion, may publicize Your use of the Rhymba Services for marketing and promotional purposes, including without limitation use of Your trade name, trade dress, trademarks, or service marks in its marketing and promotional materials, including, but not limited to, the Site and press releases.
- 9.2. All press releases issued by You in connection with Your use of the Rhymba Services or Rhymba Platform must comply with any requirements set forth in the Rhymba Specifications,, or otherwise approved by VL Group in writing.

10. FEES, RETAIL PRICE & AUDIT

- 10.1. All economic terms applicable to Your use of the Rhymba Platform are set forth in a written agreement between you and the Company.
- 10.2. In the event You provide payment processing services for the Content purchased through the Rhymba Services, You may only set the Retail Price for the Audio Downloads if such Content does not already require a specific Retail Price as included in the Metadata. In such event, You agree to offer the applicable Audio Download for sale at such required Retail Price.
- 10.3. In the event that VL Group provides payment processing services for Content purchased through the Rhymba Services, as between You and VL Group the Retail Price will be set by VL Group, provided, however, You will bear the cost of any charge-backs, bad debt and fraudulent credit card charges with respect to the use of Content through the Application.

- 10.4. VL Group reserves the right to charge a fee for using the Rhymba Services and/or any existing individual features thereof in its sole discretion and to thereafter adjust those fees. In such event, VL Group will provide you with at least thirty (30) days' notice prior to the imposition or adjustment of any such fees. If VL Group begins charging (or thereafter adjusts) fees for using the Rhymba Services or any existing feature thereof, You have the right to stop using the Rhymba Services and/or the applicable feature.
- 10.5. VL Group also reserves the right to charge a fee for any new features it may add to the Rhymba Services. If you do not wish to be subject to any such fees, you must not make any use of such new features. If You make any use of the Rhymba Services and/or any features for which a fee is due in accordance with Section 10.4 or this Section 10.5, you are thereby agreeing to pay such fees. VL Group reserves the right to specify the manner in which such fee will be calculated, the terms on which You will be invoiced and charged and the terms of payment.
- 10.6. Any and all fees payable by You pursuant to this TOS are expressed exclusive of, and You agree to pay, all taxes and duties, including sales, use or import taxes, withholding taxes, customs duties or similar governmental assessments that may be assessed by any government and/or jurisdiction (collectively, "Taxes") on the transactions under this TOS.
- 10.7. As a condition of Content licensing, You may be subject to an audit by VL Group and/or Content Owners. In such event, You agree to make Your financial books and records available to VL Group and/or Content Owners upon request so they may examine and make extracts of those books and records as they relate to payment of sums due for use of the Content. Such books and records will be kept at Your headquarters.

11. 11. REPRESENTATIONS; WARRANTIES.

- 11.1. You have full power and authority to enter into this TOS;
- 11.2. You own and/or have obtained and will maintain the necessary legal rights to provide all content contained in or transmitted through the Application (other than Content), and neither such content nor the Application will infringe or violate any intellectual property or rights of privacy or other rights of any third party;
- 11.3. You do not and will not violate any contractual or other obligations to, or any rights of, any party by agreeing to or performing the provisions of this TOS ;
- 11.4. You will comply with all local and international laws and regulations, including but not limited to, all applicable intellectual property and data protection laws in connection with Your use, and provision to End User, of the Rhymba Services and Rhymba Platform and in relation to the Application;
- 11.5. You will obtain and maintain any and all necessary licenses and permissions in connection with fulfilling the terms of this TOS;
- 11.6. You will not use the Rhymba Services, Rhymba Platform, Application, VL Group Material, End User Data or any intellectual property related thereto for any purpose that is fraudulent, misleading, illegal or otherwise than is permitted by this TOS;
- 11.7. the Application and any website or service that hosts, links to, or otherwise incorporates or uses the Application shall (i) comply with all applicable laws and regulations (including, without limitation, all laws and regulations relating to spam, privacy, intellectual property, consumer protection, advertising, defamation and obscenity); (ii) shall not contain any pornographic, hate-related, violent, discriminatory or illegal content; and (iii) shall not in any way promote, encourage, facilitate or condone the illegal or unauthorized use or sharing of audio or audiovisual content;

- 11.8. the Application shall not contain any harmful or malicious code, including but not limited to viruses, worms, Trojan Horse, adware or spyware, and You will not interfere or attempt to interfere by any of these methods or otherwise with the Site, the Rhymba Services, Rhymba Platform or any other rights of VL Group; and
- 11.9. You will at all times comply with the terms of this TOS and any other terms or policies referred to herein or on the Site.

12. INDEMNIFICATION

- 12.1. You hereby agree to indemnify and keep VL Group, its affiliates, its officers, directors, agents, licensors and licensees (collectively, the "Indemnified Parties") fully and effectively indemnified and hold harmless from and against any and all liability, losses, damages, expenses and costs (including, without limitation, any direct, indirect or consequential losses, loss of profit, loss of reputation and all reasonable attorneys' fees and expenses) incurred by the Indemnified Parties in connection with any claims, actions or proceedings ("Claims") arising out of or related to:
 - 12.1.1. Your use of the Rhymba Services, Rhymba Platform, Content or User Data
 - 12.1.2. the Applications;
 - 12.1.3. any use of the Application by End Users;
 - 12.1.4. any breach of or noncompliance with any representation, warranty or obligation in this TOS or applicable policies; and
 - 12.1.5. any claim that the Applications or any content available on or through the Applications violates any applicable law, including without limitation that it infringes or otherwise violates the rights of a third party.
- 12.2. VL Group reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by You. You acknowledge that damages for improper use of the Rhymba Services may be irreparable; therefore, VL Group is entitled to obtain equitable relief, including preliminary and permanent injunctions, in addition to all other remedies. In any event You may not settle any Claim, actions or proceedings without VL Group's prior written consent and You shall cooperate as fully as reasonably required in the defense of any claims, actions or proceedings.

13. DISCLAIMER OF WARRANTY

- 13.1. To the extent permitted by applicable law you acknowledge and agree that the rhymba services and the rhymba platform, including all content and other information, materials and products included on or otherwise made available to you through the rhymba platform are provided "as is" and "as available" without warranties of any kind from vl group or content owners. You agree that downloading and use of the rhymba services or rhymba platform and streaming, sale or display of content is entirely at your own risk.
- 13.2. To the full extent permissible by applicable law, vl group and content owners expressly disclaim:
- 13.3. All warranties, express, statutory, implied or otherwise, including, without limitation, the warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement of proprietary rights in relation to the rhymba services, the rhymba platform or content and the site; and
- 13.4. All warranties for the security, reliability, timeliness, accuracy and performance of the rhymba services, the rhymba platform and content, the site and any warranties for viruses or other harmful components in connection with the rhymba services, the rhymba platform or content.

- 13.5. You acknowledge and agree that VL Group has no special relationship with or fiduciary duty to You and that VL Group has no control over, and no duty to take any action regarding what Content You or Your End Users access via the Rhymba Platform or what effects the Content may have on You or Your End Users. You release VL Group from all liability for having acquired or not acquired Content through the Rhymba Platform. The Rhymba Platform may contain, or direct You to sites containing information that some people may find offensive or inappropriate. VL Group makes no representations concerning any content contained in or accessed through the Rhymba Platform, and VL Group will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Rhymba Platform.
- 13.6. To the extent You are operating or resident in the state of California, you waive California civil code section 1542, which states that "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

14. LIMITATION OF LIABILITY

- 14.1. Subject to section 14.2, Under no circumstances will VL Group be liable under any legal or equitable theory with respect to any subject matter related to this agreement, including but not limited to, any loss of profits, business, contracts, goodwill or revenue for indirect or any incidental, special, consequential or exemplary damages (even if VL Group has been advised of the possibility of such damages), whether the damages arise from use or misuse of the Rhymba services or the Rhymba platform, from inability to use the Rhymba services or the Rhymba platform, from the interruption, suspension, modification, alteration or termination of the Rhymba services, the Rhymba platform or content or for any other reason or cause. Such limitation will also apply with respect to damages incurred by reason of other services or products received through or advertised in connection with the Rhymba platform or the Rhymba services or any interactions between members, whether online or offline
- 14.2. These limitations will apply to the fullest extent permitted by law and nothing in this agreement shall limit VL Group's liability for death or personal injury caused by the negligence of VL Group or its officers or employees or for fraudulent misrepresentation or fraud.
- 14.3. To the extent that the applicable territory does not allow the exclusion or limitation of incidental or consequential damages, the above limitations and exclusions do not apply to you.

15. TERMINATION

- 15.1. This TOS shall commence on the Effective Date and continue until terminated by either party in accordance with this
- 15.2. Section 15.
- 15.3. You may stop using the Rhymba Services at any time. You may terminate this TOS upon written notice to VL Group.
- 15.4. VL Group may, in its sole discretion, terminate these TOS, without liability, (i) upon ninety (90) days' notice to You if such termination is without cause on Your part; or (ii) immediately, without notice, if You breach any of the terms or conditions of these TOS.
- 15.5. Furthermore, VL Group may, in its sole discretion, elect to suspend Your access to the Rhymba Services, Rhymba Platform or any portion thereof (permanently or temporarily), without notice, if You breach any of the terms and conditions of these TOS or any other

agreement between You and VL Group in which these TOS are incorporated. In such event, all fees due to VL Group pursuant to these TOS or any other such agreements will continue to be due and owing to VL Group.

16. CONSEQUENCES OF TERMINATION

- 16.1. Upon termination of this TOS, pursuant to Section 15.1 or 15.2:
 - 16.1.1. Your right to use the Rhymba Services, the Rhymba Platform, and any Content will immediately cease;
 - 16.1.2. At VL Group's election, acting in its sole discretion, You will promptly delete, destroy and/or return any VL Group Materials in Your possession to VL Group;
 - 16.1.3. You acknowledge and agree that any fees paid hereunder are non-refundable.
- 16.2. All other provisions of this TOS which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, terms regarding the protection of intellectual property, warranty disclaimers, confidentiality obligation, rights of audit, indemnity obligations and limitations of liability.

17. NOTICE

- 17.1. VL Group may provide You with notices, including, but not limited to, those regarding changes to this TOS, by, but not limited, e-mail and/or regular mail, or other reasonable means now known or hereafter developed. Such notices may not be received if You violate this TOS, including, but not limited to, Your obligation to keep You registration information up to date. Your agreement to this TOS constitutes Your agreement that you are deemed to have received any and all notices that would have been delivered had you complied with this TOS.
- 17.2. Any notice that You are required to give pursuant to this TOS must be provided by e-mail to API@VLGroup.com. All such notices will be deemed to have been delivered and given for all purposes upon receipt by VL Group.

18. FEEDBACK

- 18.1. Any feedback, suggestions, ideas or enhancements ("Feedback") You provide or disclose to VL Group may be used by VL Group and its affiliates for any purpose, and You hereby grant VL Group and its affiliates and successors a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, transferable right to fully exercise and exploit such Feedback (including all related intellectual property rights therein) and to allow others to do so. Feedback includes, but is not limited to, bug reports, problems or deficiencies encountered by You while using the Rhymba Services.

19. MISCELLANEOUS PROVISIONS

- 19.1. Nothing in this TOS is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind or relationship of employee and employer between the parties, nor constitute any party the agent of another party for any purpose.
- 19.2. A person who is not a party to this TOS shall not have any rights under or in connection with it, except that Content Owners shall be entitled to enforce their rights hereunder.
- 19.3. You may not assign, sub-license or transfer any rights granted to You herein or this TOS without VL Group's prior written consent. VL Group may transfer, sub-license or assign this TOS in whole or in part.
- 19.4. This TOS will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the conflict of laws provisions of Illinois or Your actual state

or country of residence. Any claim or controversy in any way arising out of or relating to this TOS will be filed in a court of competent jurisdiction sitting in Cook County, Illinois, and You consent to exclusive jurisdiction in that county. If for any reason a court of competent jurisdiction finds any provision or portion of this TOS to be unenforceable, such provision shall be limited to eliminated to the minimum extent necessary and the remainder of this TOS will continue in full force and effect unchanged. This TOS and any associated agreements, modifications or addendums entered into between the parties, together with the various policies and other VL Group documents referenced herein, including but not limited to any Rhymba Platform Guidelines, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this TOS will be effective only if in writing and signed by VL Group.

- 19.5. If any provision of this TOS (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this TOS, and the validity and enforceability of the other provisions of this TOS shall not be affected.
- 19.6. If a provision of this TOS (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
- 19.7. Under no circumstances shall VL Group or Content Owners be held liable for any delay or failure in performance resulting directly or indirectly from acts of God, fire, riot or civil commotion, act of public enemy, rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign) or other cause of a similar or different nature not reasonably within VL Group or Content Owners' control, as applicable.
- 19.8. Date: February 1, 2016