

Audius Terms of Use

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Please read these Terms of Use (the "Agreement" or "Terms of Use") carefully before using the services offered by Audius, Inc. ("Audius" or the "Company"). This Agreement sets forth the legally binding terms and conditions for your use of the website at <https://audius.co>, and all subdomains, all other sites owned and operated by Audius that redirect to <https://audius.co> and all subdomains (collectively, the "Site"), your download, use or transmission of any content or material ("Content") made available by or through your use of the service provided by the Company (together with the Site, the "Service"). By using the Service in any manner, including, but not limited to, visiting or browsing the Site or contributing content, information, or other materials or services to the Site, you agree to be bound by this Agreement.

The Service is offered subject to acceptance of all of the terms and conditions contained in these Terms of Use, including the Privacy Policy available at <https://audius.co/legal/privacy-policy>, the protocol guidelines and requirements as published in the Audius wiki (found at <https://github.com/AudiusProject/audius-protocol/wiki>) and the Audius whitepaper (found at <https://whitepaper.audius.co>), and all other operating rules, policies, and procedures that may be published on the Site by the Company, which are incorporated by reference. These Terms of Use apply to users who publish any Content or take any action on or through the Service ("Creators") and other visitors to and users of the Service ("Listeners") (collectively, "Users"). In addition, some services offered through the Service may be subject to additional terms and conditions adopted by the Company. Your use of those services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference.

The Company reserves the right, at its sole discretion, to modify or replace these Terms of Use by posting the updated terms on the Site. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes. **Your use of the Services is subject to the most current version of the Terms posted on or through the affected Service at the time of such use.**

The Company reserves the right to change, suspend, or discontinue the Service (including, but not limited to, the availability of any feature, database, or Content) at any time for any reason. The Company may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.

The Service is not intended for individuals deemed to be children under the laws of your jurisdiction. We request that children do not provide information to us through the Service. By using the Service, you represent and warrant that all registration information you submit is accurate and truthful. The Company reserves the right to ask for proof of age from you and your account may be suspended until satisfactory proof of age is provided. The Company may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility

criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in those jurisdictions.

By logging in or creating Content through Audius, you represent that you will not publish any content or take any action on or through our software or site that infringes or violates the rights of any other party or otherwise violates the law, you agree that you are solely responsible for the content that you publish and you agree to our Terms of Use at <https://audius.co/legal/terms-of-use> (the "**General Terms**"). As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Use or law. You are responsible for all of your activity in connection with the Service. You shall not, and shall not permit, any third party using your account to, take any action, or submit Content, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any other person or entity, or violates any law or contract;
- you know is false, misleading, or inaccurate;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, tortious, obscene, offensive, profane, or invasive of another's privacy;
- constitutes unsolicited or unauthorized advertising or promotional material or any junk mail, spam, or chain letters;
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password, or other information of the Company or any third party;
- is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence; or
- impersonates any person or entity, including any employee or representative of the Company.

You will not use, display, share, or transfer a User's data in a manner inconsistent with these Terms of Use.

You will delete all data you receive from us, if any, in accordance with our [Privacy Policy](#) and all applicable laws and regulations.

You will not directly or indirectly transfer any data you receive from us to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising related toolset, even if a user consents to that transfer or use.

We may limit your access to data, if possible, and make no promises or guarantees about your access to data.

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by the Company in its sole discretion) an unreasonable or disproportionately large load on the Company's or its third-party providers' infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass any

measures the Company may use to prevent or restrict access to the Service (or other accounts, computer systems, or networks connected to the Service); or (iv) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site.

You shall not directly or indirectly: (i) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service that are not already provided in source code format, except to the extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the Service, except as specifically permitted; or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national, and international laws and regulations.

Users agree to not abuse other users' personal information. Abuse is defined as using personal information for any purpose not related to fulfilling delivery of a product or service explicitly specified in the Terms of Use.

E-mail Submission or Registration

As a condition of using certain aspects of the Service, such as the publishing or user function, you may be required to register with the Company an account with your name and select a screen name ("User ID") and password. You shall provide your accurate e-mail address. You shall not use an e-mail address of another person. By downloading from or accessing the Site or Service or downloading or using any Content, you hereby understand and agree that Audius has no control over or liability for any Creator or its actions and you hereby hold Audius harmless in connection with any Content or any Creator or its actions.

Third-Party Sites

The Service may permit you to link to other websites or resources on the internet, and other websites or resources may contain links to the Site. When you access third-party websites, you do so at your own risk. Those other websites are not under the Company's control, and you acknowledge that the Company is not liable for the content, functions, accuracy, legality, appropriateness, or any other aspect of those other websites or resources. The inclusion on another website of any link to the Site does not imply endorsement by or affiliation with the Company. You further acknowledge and agree that the Company shall not be liable for any damage related to the use of any content, goods, or services available through any third-party website or resource.

Content and License

You agree that the Service contains Content provided by the Company and Creators and Users and that the Content may be protected by copyrights, trademarks, service marks, patents, trade secrets, or other rights and laws. You shall abide by and maintain all copyright and other legal notices, information, and restrictions contained in any Content accessed through the Service.

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Fees and Payments

Joining Audius is free. However, we may charge fees for certain services. When you use a service that has a fee, you have an opportunity to review and accept the fees that you will be charged. Changes to fees are effective after we provide you with notice by posting the changes on the Site. You are responsible for paying all fees and taxes associated with your use of the Service.

Indemnification

You shall defend, indemnify, and hold harmless the Company, its affiliates, and each of its and its affiliates' employees, contractors, directors, suppliers, and representatives from all liabilities,

claims, and expenses, including reasonable attorneys' fees and other legal costs, that arise from or relate to your use or misuse of, or access to, the Service and Content, or otherwise from the Content that you have published or otherwise made available, violation of the Terms of Use, or infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with the Company in asserting any available defenses.

Limitation of Liability

In no event shall the Company, nor its directors, employees, agents, partners, suppliers, or content providers, be liable under contract, tort, strict liability, negligence, or any other legal or equitable theory with respect to the service (i) for any lost profits, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, substitute goods or services (however arising), (ii) for any bugs, viruses, trojan horses, or the like (regardless of the source of origination), or (iii) for any direct damages in excess of (in the aggregate) one hundred U.S. dollars (\$100.00). some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.