

Audius Terms of Use

Last Updated: October 31, 2023

PLEASE READ THESE TERMS OF USE AND ALL OTHER POLICIES, AND DOCUMENTS REFERENCED HEREIN AND THEREIN CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING THE PLATFORM (DEFINED HEREIN) AND YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

ACCEPTANCE OF TERMS; MODIFICATION OF TERMS

Audius is a fully decentralized music service owned, operated, and governed by its community of artists, labels, fans, developers, and node operators (the **"Audius Network"**). Audius is comprised of open source, decentralized, content hosting, streaming, and delivery infrastructure leveraging blockchain protocols and other decentralized technologies (the **"Audius Protocol"** and together with the Audius Service (defined below), the **"Platform"**). See <https://docs.audius.org/protocol/overview> and White Paper (defined below) for more information regarding the Audius Protocol.

Tiki Labs, Inc. (**"Company"**, **"we"**, **"us"**, **"our"**), part of the Audius Network and a contributor to the Audius Protocol, operates the website, <https://audius.co> (including, without limitation, all subdomains thereof, collectively the **"Site"**), and through each of the **"Audius"** branded desktop and mobile applications (collectively, the **"App"**, and together with the Site, the **"Audius Service"**).

These terms and conditions (these **"Terms of Use"**) and all other terms of service, terms and conditions, policies, guidelines, and documents incorporated by reference herein (collectively, but excluding these Terms of Use, the **"Ancillary Documents"**), which may be in effect and modified from time-to-time, including, without limitation, the [Privacy Policy](#), as well as the Audius White Paper available at <https://whitepaper.audius.co> (**"White Paper"**), the Audius Protocol guidelines and requirements as published in the Audius wiki and available at <https://github.com/AudiusProject/audius-protocol/wiki> (**"Protocol Guidelines"**), and our Audius blog (<https://blog.audius.co/>) (**"Audius Blog"**)), constitute a legally binding agreement between Company and each registered or unregistered end user of the Audius Service (each, a **"User"**, **"you"** or **"your"**, and as described in more detail in the Ancillary Documents). Simply by using the Audius Service in any way, such as visiting, browsing, listening to, or publishing Content on it, you are considered to have read, accepted, and agreed to abide by the Terms of Use.

YOU MUST BE AT LEAST THIRTEEN (13) YEARS TO ACCESS AND USE THE AUDIUS SERVICE; PROVIDED, IF YOU ARE BETWEEN THE AGES OF THIRTEEN (13) AND EIGHTEEN (18) YEARS OLD (OR ANY GREATER AGE REQUIRED TO HAVE REACHED THE AGE OF MAJORITY UNDER THE APPLICABLE LAW OF THE STATE OR JURISDICTION OF YOUR PRIMARY RESIDENCE), YOU MAY ONLY ACCESS AND USE THE AUDIUS SERVICE WITH THE PRIOR PERMISSION OF YOUR PARENT OR LEGAL GUARDIAN, AND YOU REPRESENT AND WARRANT TO US THAT YOU HAVE SUCH PERMISSION AND THAT YOUR PARENT OR LEGAL GUARDIAN HAS REVIEWED AND DISCUSSED THE TERMS OF USE WITH YOU. SINCE CERTAIN CONTENT (E.G., SOUND RECORDINGS THAT MAY CONTAIN EXPLICIT LYRICS, ETC.) MADE AVAILABLE ON OR THROUGH THE AUDIUS SERVICE MAY NOT BE SUITABLE FOR MINORS, WE RECOMMEND THAT PARENTS OR LEGAL GUARDIANS WHO PERMIT THEIR CHILD TO ACCESS AND USE THE AUDIUS SERVICE SUPERVISE SUCH CHILD'S ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY ENGAGEMENT WITH ANY CONTENT OR OTHER USER.

Company may change or amend these Terms of Use or any of the Ancillary Documents at any time at its sole and absolute discretion. In addition, from time to time: (i) Company may (a) implement changes to existing tools, products, services, functionalities, and/or features to the Audius Service, or release/introduce new tools, products, services, functionalities, features, and/or other updates to the Audius Service (collectively, “**Updates**”) or (b) release new versions of the Audius Service, in each case which may result in changes or amendments to the Terms of Use; and/or (ii) Governance Participants may adopt and implement upgrades to the Audius Protocol (“**Upgrade Proposals**”) for the Platform via the Governance Protocol, which may also result in changes or amendments to the Terms of Use. To learn more about the Governance Protocol, who are Governance Participant and Node Operators, and how changes can be made to the Platform via Upgrade Proposals, see the [Governance Protocol and Node Operator FAQ](#) (the “**FAQ**”).

If Company makes a material change or amendment to the Terms of Use it will deliver a notification of such changes or amendments on or through the Audius Service or notify all registered Users of such changes or amendments via e-mail or as otherwise reasonably appropriate, which changes, or amendments will be effective automatically upon the posting of such notification or as of the date of delivery of such notification via e-mail or otherwise. If there are any adopted/implemented Upgrade Proposals for the Platform, which also result in a changes or amendments to the Terms of Use, these will be visible on the Governance Dashboard (defined below) and will be effective automatically upon the effective date of the adoption of such Upgrade Proposal per the terms of such Upgrade Proposal resolution. We therefore encourage you to review the Terms of Use fully and carefully and to check the Terms of Use as well as all Platform governance proposals (see, <https://dashboard.audius.org/#/governance>, the “**Governance Dashboard**”) periodically for any Updates or adopted/implemented Upgrade Proposals. You agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing. Notwithstanding the terms of this paragraph, no revisions to the Terms of Use will apply to any dispute between you and Company that arose prior to the effective date of such revision.

All Updates to the Audius Service implemented by Company and/or all Updates implemented as a result of any Upgrade Proposals that have been adopted and implemented to the Audius Network via the Governance Protocol, will be subject to the Terms of Use, and any additional terms and conditions as may apply to such Updates or adopted/implemented Upgrade Proposals.

IF ANY PROVISION OF THE TERMS OF USE OR ANY FUTURE CHANGES OR AMENDMENTS ARE UNACCEPTABLE TO YOU, DO NOT USE OR STOP USING THE AUDIUS SERVICE AND DO NOT CREATE/REGISTER OR CONTINUE TO MAINTAIN A USER ACCOUNT. YOUR CONTINUED USE OF THE AUDIUS SERVICE FOLLOWING THE POSTING OF ANY NOTICE OF ANY CHANGE OR AMENDMENT TO THE TERMS OF USE OR THE ADOPTION OF ANY CHANGE OR UPDATE TO THE PLATFORM VIA THE GOVERNANCE PROTOCOL SHALL AUTOMATICALLY CONSTITUTE YOUR ACCEPTANCE AND AGREEMENT TO SUCH CHANGE, AMENDMENT OR UPDATE.

TYPES OF AUDIUS USERS

The following types of Users are permitted to use the Audius Service, subject to these Terms of Service:

1. Users who publish or otherwise make Content (defined herein) and/or non-fungible token backed items (e.g., artwork and similar collectibles) (“**NFT Items**”) available on or through the Audius Service, which are hereinafter referred to as “**Creator(s)**”; and

2. Users who access, listen to, purchase and/or otherwise interact with Content and/or NFT Items made available by others on or through, the Audius Service, which are hereinafter referred to as **“Listener(s)”**.

The Audius Service allows Users to connect with each other and engage with various publicly and privately available Content and NFT Items. This includes features such as viewing displayed NFT Items, listening to, liking, sharing, or reposting content created and published by Creators, and chatting with other Users via direct message. In the future, Creator may use functionality to enable Users to comment on Creator content or displayed NFT Items.

You acknowledge and agree that the information that you provide to register your User Account and other User Data (such as your profile name and/or picture, city and state, social media handles (and, if applicable, “verified” social media status on either Twitter, Instagram or TikTok), as well as your User Badge and/or VIP Tier, certain Content or NFT Items that you like, which/how many Users you are following, which/how many Users are following your User Account, and any other content uploaded by you to the Audius Service through your User Account settings) will automatically become publicly viewable by all Users of the Audius Service (and stored by certain Node Operators in connection with performance of their requisite service for the Audius Protocol) and that you will not have the option of making such information and/or data private.

You are strictly prohibited from submitting any kind of “sensitive information” (which includes, for example, personal information specifying medical or health conditions or genetic data, government identification numbers [e.g., social security or passport number], financial account data, or trade union membership) through the Audius Service or providing Company with “sensitive information,” in any way. It is important to note that Company is not obligated to actively screen the information you provide.

The Platform may offer additional ways for Users to interact with features such as public forums or message boards via the Audius Service, Content rating systems, and other interactive community-based features. When communicating or interacting with other Users and/or the Content on the Audius Service, you will be identified by your User Account username or login identifier in public view. You are solely responsible for all of your interactions with the Audius Service, whether with other Users or Content. In your interactions with other Users and/or the Content, you agree to behave professionally, courteously and respectfully at all times. Under no circumstances will you harass, solicit, stalk, maliciously target, or make hurtful, defamatory, or derogatory comments towards, or engage in malicious conduct against, any other User and/or the Content. You acknowledge and agree that Company is not responsible for the actions of any Users towards each other or the Content. Company does not actively monitor or police the specific interactions between Users or between Users and the Content (and is not obligated to do so). By using the Audius Service, you release, disclaim and hold Company harmless from and against any and all liability arising from a User’s interaction with, or conduct towards, any other User or Content (whether online or offline). Company reserves the right to determine, in its sole discretion, what constitutes harassment, mischief, or unacceptable conduct with or towards other Users or Content, and where that has occurred, and may in its sole discretion, report such User to the appropriate authorities, or to the Governance Protocol of the Platform to allow Governance Participants to adjudicate such behavior.

AUDIUS SERVICE LICENSE

Company hereby grants each User a limited, non-exclusive, revocable, royalty-free, non-transferable, non-assignable, non-sublicensable, right and license to access and make personal use of the Audius Service, the Audius Service Elements (defined herein), and the Content, solely as permitted by the tools, products,

services, functionalities and/or features made available to Users of the Audius Service, subject in all respects to the Terms of Service, and not for redistribution of any kind (the “**Audius Service License**”). This Audius Service License does not include any resale or, except as expressly set forth in herein, commercial use of (i) the Audius Service, (ii) any User Data (defined herein), (iii) any content, material, information, data, Trademarks, Audius Service pages, software, code, and other original works of authorship and/or intellectual property (including, without limitation, any applicable copyrighted works) uploaded to, or incorporated into, the Audius Service by or on behalf of Company (collectively, “**Audius Service Elements**”), which Audius Service Elements are and shall remain the sole and exclusive property of Company (or the applicable third-party licensor thereof), or (iv) any Content or NFT Items published or otherwise made available on or through the Audius Service by any Creator, which Content is and shall remain the sole and exclusive property of the applicable Creator (or the applicable third-party licensor thereof), subject to the Content License (defined herein) in and to such Content granted pursuant to these Terms of Use.

As between any User and Company, with respect to Audius Service IP nothing contained herein shall be construed as creating or granting to any User any right, title or interest in and to such Audius Service IP other than the express license granted therein pursuant to these Terms of Use. Audius Service IP is protected in all forms, media and technologies now known or hereinafter developed as well as by the domestic and international laws of copyright, trademarks, patents, and other proprietary rights and laws.

With respect to Trademarks, all ownership rights in and to such Trademarks and any User’s right to make use of such Trademarks are restricted to the limited license expressly granted herein; provided, however, that Creators may place hyperlinks on their owned and operated artist webpages that single-click redirect to their Content on the Audius Service without our consent in accordance with the Audius brand guidelines located at <https://brand.audius.co/>. All goodwill generated from the use of any Trademark will inure solely to the benefit of the Company or the applicable third-party owner thereof.

Violation of these Terms of Service may result in infringement of intellectual property and contractual rights of the Company, other Users of the Audius Service, or other third parties, which is prohibited by law and could result in substantial civil and criminal penalties.

AUDIUS USER ACCOUNT; USER DATA

While Users are welcome to browse the public parts of the Platform and listen to most Content or view NFT Items on the Audius Service without setting up a User Account (defined herein), to make the most of the Audius Service, you you’ll need to set up a registered User profile account (a “**User Account**”).

You agree to create only one (1) unique User Account and that you shall be the sole authorized user of your User Account. As part of the registration process, Users will be asked to submit certain information such as their name, email address, profile name and photo/image, and to create a User Account login password (collectively, “**User Data**”). **PLEASE NOTE, IMMEDIATELY UPON CREATION OF YOUR USER ACCOUNT, WE WILL SEND AN EMAIL TO THE EMAIL ADDRESS YOU PROVIDED THAT CONTAINS A PASSWORD RESET HYPERLINK (“ACCOUNT RECOVERY EMAIL”). THE PASSWORD RESET HYPERLINK IN THE ACCOUNT RECOVERY EMAIL IS THE ONLY MANNER THROUGH WHICH YOU CAN RECOVER YOUR USER ACCOUNT IF YOU FORGET YOUR PASSWORD SO PLEASE KEEP THIS ACCOUNT RECOVERY EMAIL AND YOUR PASSWORD RESET HYPERLINK IN A SAFE AND SECURE PLACE.** User Data also includes your location by city and state, which you have the option to remove from your User Account profile at any time. You may also link your User Account to your Twitter, Instagram, or TikTok account, and in the future you may be able to link your User Account to your other social media accounts in our sole discretion, through your User Account settings

options by providing your credentials, as applicable, and all data transfers in connection therewith shall be governed by our [Privacy Policy](#). Your account may be “verified” manually by Company (at its sole discretion), and if you link to an account that is “verified” on Twitter, Instagram, TikTok, or any other future social media platforms, as such term is commonly understood in connection with those platforms, your User Account will automatically be “verified” on the Audius Service, which may entitle you to certain features and benefits as determined in our sole discretion and made available from time to time. You agree and represent and warrant that all User Data you provide to Company will be and remain at all times true, accurate, current and complete. Company may occasionally update or add information fields to the User Data required for creating a User Account. You agree to promptly fill out any new or modified information fields as requested by Company. For certain features and functionalities of the Audius Service, you may also need to adjust your User Account and/or operating system settings to grant us access to your address book/contacts and camera/microphone functions. It's important to note that this will be entirely voluntary, and you will have the option to choose to allow us access to these functions on your device. Please ensure that your User Account profile name adheres to the Terms of Use.

Company has the right to use your User Data in connection with the Audius Service, as outlined in more detail in our [Privacy Policy](#). You agree (i) to restrict access by any other person or entity to your password or other login information, (ii) to not knowingly use the name or email of any other person without authorization, (iii) to not use an email or profile name that is profane, offensive or otherwise inappropriate, (iv) to not allow any third-party to use your login information, User Data or User Account, (v) to not re-create any new or additional User Account in the event your original User Account is suspended or terminated in accordance with the terms hereof, and (vi) to not create an User Account using a “bot” or any other form of automated fake profile creation. You agree that you will be liable for all activities that occur under your User Account, even if such activities were not committed by you. Company is not responsible for any loss or damage as a result of someone else using your User Account, User Data, or password with or without your knowledge.

LISTENERS

If you are accessing and using the Audius Service in your capacity as a Listener, you hereby acknowledge and agree that unless expressly approved by any applicable Creator who has opted into, or turned on, any applicable Audius Service feature and functionality settings that allow for this, and subject in all respects to the Terms of Use and any other terms and conditions or other restrictions applicable to such Creator opt-in and/or permission grant, you may only make personal and non-commercial use of the Content and any NFT Items published to the Audius Service by Creators, and you may not sell, license, rent, or otherwise exploit any such Content or NFT Items for commercial purposes or in any way that violates the Terms of Use or the rights of any third-party.

Each Listener further acknowledges and agrees that a Creator may restrict or limit the specific manner in which such Listener can access, listen to, or otherwise interact with Content or any NFT Items that such Creator has published or otherwise made available on or through the Audius Service (e.g., by permitting a Listener to stream certain Content but not download or share such Content off-Audius Service), or, if such feature becomes available via the Audius Service, impose a fee in order for such Listener to access, listen to, or otherwise interact with such Content or NFT Items. Each Listener hereby agrees to comply with any imposed fee requirements (as applicable) or other imposed requirements (e.g., USDC gating requirements) and/or to use Content and any NFT Items solely in accordance with the specific permissions granted and restrictions imposed by the applicable Creator thereof. Any use of Content or any NFT Items outside of

those permissions and/or restrictions set by the applicable Creator therefor requires the separate and express written permission of such Creator in each instance.

CREATORS

Creators acknowledge and agree that any Content uploaded to the Audius Service will automatically become publicly available to all Users of the Audius Service (and will be stored on one or more Content Nodes within the Audius Protocol) via the distribution functionalities described in, and in accordance with, the Terms of Use, and that you will not have the option of making such Content private, provided that you may choose to “de-list” certain Content from the Audius Service by clicking on your Content and selecting the “delete” option (we have no obligation to cause Content Node Operators to delete your Content from their servers). All Users of the Audius Service will be able to listen to, like, follow, repost, share (applicable Content hyperlink), and/or interact with your published Content, and view how many other Users have liked/followed/listened to such Content.

Content Defined

As used herein and throughout the Terms of Use, “**Content**” shall mean all sound recordings, musical compositions (including lyrics), photographs, cover art, images, metadata, information, text, graphics, designs, and any other content, material, original works of authorship, and/or intellectual property that is published or otherwise made available on or through the Audius Service by a Creator for a Listener to access, listen to, or otherwise interact with, via the Audius Service.

Creator Content License

If you are accessing and using the Audius Service in your capacity as a Creator, you hereby represent and warrant to Company that: (i) all Content that you publish or otherwise make available on or through the Audius Service is your original work of authorship for which you are the sole and exclusive owner, or that you have obtained all licenses, consents, releases, and other permissions from the applicable third-party owner(s) thereof as may be necessary to grant Company the Content License in and to such Content hereunder, and (ii) the use of such Content by Company and/or any other User or sublicensee of Company, or any Node Operator, does not, and will not, violate any applicable laws or the rights of any third-party, including, without limitation, any right of publicity, right of privacy, copyright, patent, trademark, or other intellectual property right or proprietary right.

Each Creator retains all right, title and interest in and to any Content (including all copyrights and other intellectual property rights related thereto or contained therein) that it publishes or otherwise makes available on or through the Audius Service; provided, however, that each such Creator hereby grants to Company and its affiliates, successors, licensees, and assigns, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid, transferrable, assignable, sublicensable (through multiple tiers) right and license to use, copy, reproduce, display, distribute, publish, modify, adapt, make derivative works of, make collective works with, translate, and otherwise exploit (i) such Content (including all copyrights and other intellectual property rights related thereto or contained therein) and (ii) such Creator’s name, image, voice, likeness, profile information, and biographical material (as applicable), and any other right of publicity/privacy held by such Creator in connection with such Content, in any and all media now known or hereafter discovered, in connection with the Audius Service and other third-party services using an API provided by Audius (including, without limitation, the operation thereof and the provision of any tools, products, services, functionalities and/or features now or in the future offered in connection therewith), the

advertising, marketing, promotion, publicity, and merchandizing of the Audius Service and any products and services related thereto, and to identify such Creator as the source of the applicable Content (collectively, the “**Content License**”).

For the avoidance of doubt, the Content License granted to us hereunder covers our ability to sublicense to, and permit, all Users of the Audius Service to use each Creator’s Content in connection with all tools, products, services, functionalities and/or features made available in connection with the Platform from time to time, subject to the Terms of Use, and further extends to all applicable Node Operators providing their requisite services for the Audius Protocol, and each Creator specifically acknowledges and agrees that certain rights being granted pursuant to the Content License will be sublicensed and passed through to such other Users and additionally extended to such Node Operators. Moreover, the Content License granted hereunder includes the right for Company, other Users, and certain Node Operators for the Platform to reproduce, transmit and otherwise distribute Content consisting of sound recordings (and to make mechanical reproductions of the musical works embodied in such sound recordings) via the Platform, and to publicly perform and communicate to the public such Content consisting of sound recordings (and the musical works embodied therein) via the Platform, all on a royalty-free basis (subject only to any fee that may be imposed on Listeners by the applicable Creator thereof, as applicable, the remittance of which shall be the sole responsibility of such Listeners); which means that you are granting Company, the other Users, and certain Node Operators for the Platform (as applicable) the right to use your Content without the obligation to pay royalties to any third-party, including, but not limited to, a sound recording copyright owner (*e.g.*, a record label), a musical work copyright owner (*e.g.*, a music publisher), a performing rights organization (*e.g.*, ASCAP, BMI, SESAC, etc.) (a “**PRO**”), a sound recording collective rights management organization (*e.g.*, SoundExchange), any unions or guilds, and engineers, producers or other royalty participants involved in the creation of Content. If any Creator is a composer or author of a musical work and is affiliated with a PRO, then such Creator must notify its PRO of the royalty-free license it grants through these Terms of Use. Such Creator is solely responsible for ensuring its compliance with the relevant PRO’s reporting obligations. If such Creator has assigned its rights to a record label or music publisher, then it must obtain the consent of such record label or music publisher to grant the royalty-free license(s) set forth in these Terms of Use or have such record label or music publisher enter into the Terms of Use directly by creating its own User Account with us. Creators should not presume that since it authored a musical work (*e.g.*, wrote a song) or recorded one that it has all the rights necessary to grant us the licenses in these Terms of Use. Additionally, if such feature is made available on the Audius Service, to the extent any Creator charges a Listener an fee for such Listener to access, listen to or otherwise engage in certain interactions with, any Content, such Creator shall be solely responsible for accounting to, and/or remitting any applicable pro-rata portion of, any such fee that it receives to any applicable third party(ies) that may be entitled to such under applicable law or pursuant to any agreement entered into between such Creator and any such applicable third party(ies) and such Creator acknowledges and agrees that Company shall have no obligation or liability therefor.

Each Creator acknowledges and agrees that the Audius Service enable Listeners to post hyperlinks to certain Content onto third party websites/applications, social media channels, and messaging platforms and that the Content License granted to us hereunder is provided on a through-to-the-audience basis, meaning the owners or operators of such third party websites/applications, social media channels, and messaging platforms will not have any separate liability to any Creator or any other third-party as a result of any such Content hyperlinks being uploaded to its service/platform.

By uploading any Content to the Audius Service, each Creator waives any rights to prior inspection or approval of any marketing or promotional materials for the Audius Service that relate to such Content. Each Creator also waives any and all rights of privacy, publicity, or any other rights of a similar nature in connection with its Content, or any portion thereof, in connection with the use thereof as contemplated herein. To the extent any moral rights are not transferable or assignable, each Creator hereby waives and agrees never to assert any and all moral rights, or to support, maintain or permit any action based on any moral rights that it may have in or with respect to the use of any Content published or otherwise made available on or through the Audius Service and hosted or otherwise transmitted on or through the Audius Protocol in accordance with the Terms of Use.

Each Creator acknowledges and agrees that Company may establish general practices and limits concerning use of the Audius Service, or that certain Upgrade Proposals adopted/implemented via the Governance Protocol may require the Company to adopt general practices and limits concerning the use of the Audius Service, including without limitation the maximum number of days that Content uploaded via the Audius Service will be retained by Content Node Operators, or made available through, the Audius Service, and the maximum storage space that will be allotted on Content Node Operators' systems on such Creator's behalf.

Each Creator further acknowledges and agrees that it has no control over the amount of Content Node Operators participating in the Audius Protocol, the amount of storage space (above the minimum system requirements [e.g., storage, RAM] set forth in the Protocol Guidelines) made available by such Content Node Operators, or any other actions or inactions of any Node Operator(s). Each Creator further acknowledges and agrees that although the Audius Protocol has developed policies and proposed steps to be taken by Node Operators upon request from Company in connection with the blocking or deleting of Content, Company ultimately has no responsibility or liability for the blocking or deleting of any Content from the Node Operator systems, or failure to store any Content maintained or transmitted by such Node Operator systems through to the Audius Service. Each Creator further acknowledges that Company reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice to such Creator, and that other changes to these general practices and limits may be established from time to time via the Governance Protocol.

For more information regarding the Governance Protocol and the Node Operators that provide Content-related services for the Platform, see the [FAQ](#).

Monetization / Verified Accounts

Monetizing Creators

Audius may offer features that allow Creators to limit access to specific Content in exchange for payment from Listeners. For example, this could include a 'pay to unlock' option.

Creators who select to monetize any of their Content are referred to herein as "Monetizing Creators", such Content is referred to as "Monetized Content", and Listeners who purchase Monetized Content are referred to as "Paying Listeners."

Creators who monetize their content can choose the price for accessing it, and Listeners can make payments as explained in the Payments section below.

Compensation

Monetizing Creators will receive payment for their Monetized Content, less the following:

- Audius Network Costs (see FAQ [here](#))
- Applicable sales taxes paid by Audius to the appropriate authorities (if any);
- Third-party platform fees to the extent applicable (including, but not limited to, app store and third party payment processor commissions and fees);
- The cost of obtaining publishing and performing rights licenses;
- Royalties payable to record labels, sound recording owners, and/or artists in connection with sound recordings or other content controlled by third-party rightsholders other than the Monetizing Creator.

Paying Listeners

To become a Paying Listener, you'll need to buy content offered within the Audius Service on a Monetizing Creator's page. Once you've followed these terms and paid all the relevant charges set by the Monetizing Creator, you'll receive a limited license. This license is non-exclusive, non-transferable, non-sublicensable, revocable, and allows you to access the specific content for your own private, personal, non-promotional, and non-commercial use. The content you acquire through this process will usually remain accessible, but there might be times when it becomes unavailable, as explained below.

Payments

Paying Listeners may make payments in exchange for access to Monetized Content via the Audius Service by depositing USDC manually into their Audius accounts, or using Coinbase, Stripe, or other 3rd party payment vendors made available by Audius from time-to-time ("Payment Partners"). Payment Partners will allow Paying Listeners to add funds to their account to be transferred to the Monetizing Creator. When Paying Listeners add funds to their accounts via the Payment Partners, such Payment Partners will send Paying Listeners USDC, which will then be delivered to the Monetizing Creator.

When a Paying Listener opts to buy Monetized Content using a Payment Partner, the Paying Listener is subject to the rules, regulations, and other obligations specified in each such Payment Partners' terms of use. If a Paying Listener pays via a Payment Partner or in a currency that is different from the currency associated with their payment instrument, then there may be an additional transaction fee in connection with that payment. Audius is not applying this fee and has no control over it, has no knowledge of whether the fee is applied, and does not receive any of the funds from that fee.

Refunds

The quality of Monetized Content offerings can vary, and Audius has no control over this. The Audius network does not offer refunds, even if you lose access to Monetized Content as explained earlier. However, in specific cases, Company may consider granting refunds at its own discretion.

Creator Promotions & Contests

As a Creator, you can organize 'remix' contests for your Content directly within the Audius Service. Additionally, we may introduce functionality in the future for you to run other types of promotions and contests for your Content (each, a "**Creator Contest**"). We provide features and functionality that make it easy to share, judge and approve submissions through the Audius Service.

You acknowledge that when you host and promote a Creator Contest, you are solely responsible for complying with all federal, state, and local laws and regulations and any guidance issued by any government entity (i.e., FTC Endorsement Guidelines) applicable to such Creator Contests, including, without limitation, all applicable gaming laws, and any Third-Party Terms when promoting your Creator Contest on third-party social platforms (e.g., Twitter, Discord). You are strictly prohibited from referencing Company and/or the Audius Service in any manner that directly or indirectly suggests that Company or the Audius Service is an administrator, sponsor, promoter, advertiser, affiliate, or prize administrator or is any way a service provider for such Creator Contest, provided that you may post on third-party platforms a direct link to your Creator Contest page on the Audius Service for the sole purpose of re-directing potential entrants from such third-party platforms to your Creator Contest page on the Audius Service.

You represent and warrant that if you host a Creator Contest on or through the Audius Service that you will conduct such Creator Contest solely through use of the features and functionalities on the Audius Service expressly designated for Creator Contests and in accordance with all applicable laws and regulations, as well as the guidelines set forth in these Terms of Use. You acknowledge and agree that you shall be solely responsible for any and all liability arising out of any Creator Contest that you conduct via the Audius Service, including, without limitation, any damages or liability resulting from other User's participation in such Creator Contest, or any failure for such Creator Contest to comply with applicable law, and you hereby agree to indemnify, defend, and hold harmless the Company Parties from and against any and all Liabilities related to such Creator Contest. You further acknowledge and agree that Company has no obligation to monitor such Creator Contest or enforce these Terms of Use in connection therewith, and any User who elects to participate in a Creator Contest shall direct any and all claims for damages in connection with such Creator Contest solely to the applicable Creator thereof.

For more details on how to conduct a Creator Contest on the Audius Service, please see our blog post at <https://blog.audius.co/posts/remix-contests-on-audius>, as well as and a visual explanation posted on our Twitter account, <https://twitter.com/AudiusProject/status/1272614652623519744?s=20>.

Each Creator further acknowledges and agrees that by hosting a "remix" Creator Contest, any User entrant who wishes to participate will have access to downloadable "stems" of particular portions of the Content ("**Content-stem**") made available by such Creator for such "remix" Creator Contest. Once a Content-stem is downloaded by a particular User entrant, Company will have no control over how that User entrant may elect to use the Content-stem, and Company shall not be liable or responsible in any way for any User entrant's use of such Content-stem outside of the applicable "remix" Creator Contest rules, in violation of these Terms of Use, or any other unapproved use or misuse of such Content-stem by any applicable User entrant that Creator has made available for a "remix" Creator Contest. Each Creator expressly acknowledges that all User entrants of a "remix" Creator Contest will have the ability to download Content-stems made available by such Creator to their personal storage device and accepts all risks regarding any improper use by a User entrant of any Content-stems once such Content-stems are downloaded. To the extent a User entrant makes an unauthorized use of any Content-stems, the Creator of the applicable "remix" Creator Contest may pursue any action it wishes to take directly against such User entrant, but such Creator acknowledges and agrees that Company will have no obligations to assist with or otherwise participate in any such outside action pursued. To the extent other types of Creator Contests are offered via the features and functionalities of the Audius Service in the future in which Content (or portions thereof) may be made available for download by a User entrant onto such User entrant's personal storage device, Company similarly disclaims all liability and responsibility for the use of such Content (or portions thereof) by any particular User entrant, and each Creator that sponsors any such Creator Contest similar

acknowledges and accepts all risks regarding any improper use by a User entrant of any such Content (or portions thereof) once downloaded.

Each User who elects to enter any Creator Contest represents and warrants that such User will comply with any and all Creator Contest rules, and further represents and warrants that as applicable, such User will not make use of any Content (or Content-stems or other portions thereof) that may be made available for download onto such User's personal storage device other than as required to participate in such Creator Contest or in any other manner not expressly permitted pursuant to such Creator Contest rules and/or the Terms of Use.

\$AUDIO Token

\$AUDIO Token Wallet; Third Party Wallet

While creating a User Account for access to and use of the Audius Service is technically "free", the entire Platform is powered by the \$AUDIO Token, known as "\$AUDIO" (the "**\$AUDIO Token**"), which drives all aspects of the Platform, including, without limitation, the hosting and delivery of Content by Node Operators to the Audius Service, and the cataloging and organization of Content by Discovery Operators on the Audius Service. The \$AUDIO Token serves as the unified incentive structure aligning the interests of the various Users, all of whom have a stake in the Platform, but have different motivations and goals. For more information, see <https://audius.org/> and <https://audius.org/token>.

As part of creating your User Account, you will generate an \$AUDIO Token wallet ("**\$AUDIO Token Wallet**") with a personalized address ("**\$AUDIO Wallet Address**") through which you will be able to receive and send \$AUDIO Tokens or USDC on and across the Platform via your User Account on the Audius Service. You will also have the option to connect your third-party provider e-wallet that is compatible with WalletConnect, Walletlink, Bitski, or Phantom (for support of Solana NFTs) and any additional e-wallet ("**Third Party Wallet**") connection that we may make available to Users with an active User Account in the future.

By connecting your Third Party Wallet you can, among other features, display your NFT Items to other Users (for information about Solana NFTs, please read our blog post, located at <https://blog.audius.co/posts/audius-nfts-and-wallets-faq>) and your \$AUDIO Tokens with a VIP badge on your profile, all as further set forth below. Currently, you must qualify for the "Silver" VIP Tier to be granted access to the functionality via which you can link your NFT wallet(s), although this may be subject to change from time to time via various Upgrade Proposals adopted and implemented by the Governance Protocol. With respect to any NFT Items that you display on the Audius Service via your Third Party Wallet connection, you hereby represent and warrant to Company that: (i) you are the sole and exclusive owner of such NFT Items, or that you have obtained all licenses, consents, releases, and other permissions from the applicable third-party owner(s) thereof as may be necessary to display and/or publicly perform such NFT Items on the Audius Service, and (ii) the use and/or public performance by Company and/or any other User, Node Operator, or sublicensee of Company does not, and will not, violate any applicable laws or the rights of any third-party, including, without limitation, any right of publicity, right of privacy, copyright, patent, trademark, or other intellectual property right or proprietary right.

Each Creator retains all right, title and interest in and to any NFT Items that it makes available on or through the Audius Service via its Third Party Wallet connection; provided, that each such Creator hereby grants to Company and its affiliates, successors, licensees, and assigns, and each Listener (and as applicable, each Node Operator), a non-exclusive, worldwide, royalty-free, fully paid, transferrable, assignable, sublicensable

(through multiple tiers) right and license to use, display, distribute, publish, and publicly perform such NFT Items solely in connection with the Audius Service (including, without limitation, the operation thereof and the provision of any tools, products, services, functionalities and/or features now or in the future offered with respect to NFT Items in connection therewith), and the advertising, marketing, promotion, publicity, and merchandizing of the Audius Service and any products and services related thereto.

For the avoidance of doubt, the above NFT Item license granted to Company covers our ability to sublicense to, and permit, all Users of the Audius Service (and as applicable, any Node Operators) to, view, perform, and otherwise interact with the NFT Items made available on the Audius Service by each applicable Creator in connection with all tools, products, services, functionalities and/or features applicable to such NFT Items, subject to the Terms of Use, and each Creator specifically acknowledges and agrees that certain rights being granted pursuant to the above NFT Item license will be sublicensed and passed through to such other Users (and as applicable, Node Operators).

How To Earn \$AUDIO Tokens; Features and Rewards

\$AUDIO Tokens may be distributed to Users in a variety of ways as set forth below, and you will have the ability to earn \$AUDIO Tokens by engaging with Content and performing other functions in connection with the promotion of the Audius Service. One of the fundamental goals and values of the Audius Network is to ensure that \$AUDIO Tokens are being awarded and distributed to those Users who are providing the most value to the ecosystem, as measured via various metrics tracked by the Audius Protocol. All elements of issuance of \$AUDIO Tokens may be modified and adjusted through the Governance Protocol.

Users can also use \$AUDIO Tokens to unlock unique features, opportunities and Content on the Audius Service, either by purchasing the foregoing using your \$AUDIO Tokens, or by providing certain access based on the number of \$AUDIO Tokens in your \$AUDIO Token Wallet.

VIP Tiers and Badges. Users are eligible for different profile badges (each a “**User Badge**”) correlating to different access levels and features with respect to the Audius Service (also known as “**VIP Tiers**”) at different levels of \$AUDIO Token holdings. User Badges and VIP Tiers are visible throughout the Audius Service and unlock certain social and feature benefits to Users. For example, a User Badge/VIP Tier may provide a certain aesthetic boost to the User’s Account profile, allowing a Creator a unique way to stand out among the crowd on the Audius Service. User Badges/VIP Tiers may also correlate to different features on the Audius Service.

User Badges and VIP Tiers will change in real time relative to \$AUDIO Token holdings, meaning if a User acquires more \$AUDIO Tokens, they can be immediately upgraded to a new User Badge/VIP Tier. Conversely, if you withdraw or otherwise lose \$AUDIO Tokens from your \$AUDIO Token Wallet, you can be lowered to a lower User Badge/VIP Tier, or have your User Badge/VIP Tier removed entirely if you fall below the minimum requirements set forth for a Bronze User Badge/VIP Tier.

The perks associated with User Badge levels and any features with respect to the Audius Service based on your VIP Tier at any time may be modified at any time. You further acknowledge that we may be required to change or update the foregoing as a result of future changes/updates adopted via the Governance Protocol.

For more information about the User Badge and VIP Tiers, please read our blog post, “*Introducing \$AUDIO Badges*”, located at <https://blog.audius.co/posts/introducing-audio-badges>. See also, <https://audius.org/token>.

Exclusive User-Only Discord Community

Lastly, holding \$AUDIO Tokens in your User Account grants you access to certain “token-permissioned” chats, by providing you access to an exclusive channel on Company’s Discord bot which is available only to holders of \$AUDIO Tokens. This unique access provides Users with a special role in the Audius Service community. This exclusive channel can be accessed by using the link from the Audius Service dashboard, and entering the required code, which can be found in your User Account dashboard. This code confirms that you currently hold at least one (1) \$AUDIO Token in your User Account, allowing you to join the channel and interact with other exclusive Users.

For more information on how to earn, receive, send, and use your \$AUDIO Tokens on and across the Platform via your User Account on the Audius Service, please see the “\$AUDIO & Rewards” link in your User Account settings or visit the \$AUDIO Token webpage at <https://audius.org/token>.

\$AUDIO Rewards. The “\$AUDIO Rewards” program allows Users to earn \$AUDIO Tokens for certain achievements relating to your Content and User Account activity. \$AUDIO Tokens distributed pursuant to the \$AUDIO Rewards program may be subject to penalties or cancellation if a User is found to be abusing the Platform, including, without limitation, by violating any of the restrictions (e.g., use of robot or automatic process) in the section entitled Limitations on Audius Service Use. Your ability to receive \$AUDIO Rewards and any eligibility requirements therefore, the amount of \$AUDIO Tokens being distributed in connection with any element of the \$AUDIO Rewards program, or the decision to stop rewarding a given action or achievement at any time, shall be subject to, and/or may be implemented at any time by the community by way of, the Governance Protocol.

For more information about \$AUDIO Rewards, please visit the “\$AUDIO & Rewards” section of your User Account and read our blog post, “*Introducing \$AUDIO Rewards*”, located at <https://blog.audius.co/posts/audio-rewards>. See also, <https://audius.org/token>.

Governance Protocol; Staking \$AUDIO Tokens

The Governance Protocol is the process by which *all* Users who stake and/or delegate \$AUDIO Tokens can enact change to the Platform by way of Upgrade Proposals. Currently, each \$AUDIO Token staked in the network automatically receives weight in the Governance System on a one \$AUDIO Token, one vote basis, so Users’ proposition power and ability to have input with respect to the Governance Systems are directly correlated to the amount of \$AUDIO Tokens a particular User has staked or delegated for network security.

Further, all Upgrade Proposals are currently subject to a quorum of five percent (5%) of staked \$AUDIO Tokens, and a fifty percent (50%) majority vote. This means that for an Upgrade Proposal to be passed, at least five percent (5%) of all \$AUDIO Tokens currently staked at the time of such Upgrade Proposal must vote, and more than fifty percent (50%) of such votes must be in favor of the particular Upgrade Proposal. For more information regarding the structure and process of the Governance Protocol and how you may be able to participate in the Governance System based on \$AUDIO Tokens that you earn through your use of the Audius Service, please read the [FAQ](#).

Storage of Content on Audius Protocol and Accessibility by Third Party Services

EACH CREATOR EXPRESSLY ACKNOWLEDGES AND AGREES THAT WHEN IT UPLOADS CONTENT THROUGH THE AUDIUS SERVICE, BECAUSE SUCH CONTENT IS STORED DIRECTLY BY A CONTENT NODE OPERATOR ONTO THE AUDIUS PROTOCOL (RATHER THAN COMPANY SERVERS), AND FORMS PART OF THE BLOCKCHAIN

LEDGER OF THE AUDIUS PROTOCOL, ANY THIRD PARTY SERVICE THAT SUBSEQUENTLY LINKS TO THE AUDIUS PROTOCOL WILL BE ABLE TO ACCESS AND USE SUCH CONTENT OUTSIDE OF THE AUDIUS SERVICE (EVEN IF COMPANY HAS DE-LINKED SUCH CONTENT FROM THE AUDIUS SERVICE) AND THAT SUCH USE WILL NOT BE GOVERNED BY THE TERMS OF USE, BUT RATHER THE API TERMS AND CONDITIONS, AND/OR ANY APPLICABLE TERMS OF USE GOVERNING SUCH THIRD-PARTY SERVICE, IF ANY. SEE OUR [FAQ](#) FOR MORE INFORMATION REGARDING NODE OPERATORS, AS WELL AS [HTTPS://AUDIUS.ORG/](https://audius.org/) FOR MORE INFORMATION REGARDING THE AUDIUS PROTOCOL AND HOW IT WORKS.

IF YOU ARE NOT COMFORTABLE WITH YOUR CONTENT BEING ACCESSED AND USED BY A THIRD PARTY SERVICE, AND/OR IF YOU ARE NOT COMFORTABLE WITH YOUR CONTENT POTENTIALLY BEING SUBJECT TO LICENSE GRANTS AND OTHER TERMS OF USE ESTABLISHED BY A THIRD PARTY SERVICE THAT MAY DIFFERENT FROM THOSE SET FORTH IN THESE SERVICE TERMS, THEN YOU SHOULD NOT UPLOAD YOUR CONTENT TO BE MADE AVAILABLE ON THE AUDIUS SERVICE AND STORED BY A CONTENT NODE OPERATOR ON THE AUDIUS PROTOCOL. YOU FURTHER ACKNOWLEDGE THAT ALTHOUGH COMPANY WILL USE GOOD FAITH EFFORTS TO CONTACT ANY NODE OPERATOR IN CONNECTION WITH ANY UNPERMITTED USE OF OR ACCESS TO YOUR CONTENT VIA THE AUDIUS SERVICE THAT COMPANY IS MADE AWARE OF PURSUANT TO THE TERMS OF USE, COMPANY HAS NO CONTROL OVER THE USE OF THE CONTENT THAT YOU CHOOSE TO UPLOAD TO THE PLATFORM, AND COMPANY HAS NO OBLIGATION TO TAKE ACTION ON YOUR BEHALF AGAINST A THIRD PARTY SERVICE THAT CHOOSES TO ACCESS YOUR CONTENT BY LINKING TO THE AUDIUS PROTOCOL. TO THE EXTENT SUCH USE IS NOT PERMITTED YOU WILL HAVE TO CONTACT SUCH THIRD PARTY DIRECTLY, OR REPORT SUCH VIOLATION TO THE GOVERNANCE PROTOCOL, AND YOU HEREBY RELEASE COMPANY FROM ANY CLAIMS OR LIABILITY IN CONNECTION THEREWITH.

Finally, each Creator acknowledges and agrees that when a Creator elects to delete their User Account, such Creator's User Account will be "blocked" by Company and no longer accessible or viewable by other Users, and any Content that has previously been uploaded or otherwise made available to other Users on the Audius Service by such Creator will be "de-linked" or otherwise disassociated from such Creator's User Account, meaning such Content will no longer be searchable or accessible via the Audius Service. However, a file reference to any Content that has previously been published on or otherwise made available to other Users on the Audius Service by such Creator will remain on the Audius Service, and all Content files and all metadata related thereto that has previously been uploaded through the Audius Service will remain stored on the Audius Protocol. For further information on Company's de-linking and deletion practices and procedures regarding Content and/or User Account Data, please visit our [Privacy Policy](#).

Creator Technical Requirements and Nodes

When engaging on the Audius network, a creator will be assigned a set of content nodes on the Audius network that will host their content. For more information about becoming a Content Node Operator, see <https://docs.audius.org/token/running-a-node/introduction> as well as the [FAQ](#). In the event a Content Node Operator ceases providing hosting services for Content stored on its Content Node, the network will automatically designate a new replica Content Node to maintain availability of such Content. Each Creator acknowledges that Content Node Operators may in the future charge a Creator hosting and services fees, payable in \$AUDIO Token, to operate a Content Node on such Creator's behalf. Each Creator acknowledges and agrees that any failure of a designated Content Node Operator to properly maintain its own Content Node could result in loss of Content ownership, Content being marked as unverified (making such Content undiscoverable), and/or an inability to receive \$AUDIO Tokens for any specified access to or interaction with applicable Content (as applicable) during downtime. For more information on the technical specifications of

Content Nodes, see Section 3 of the White Paper and <https://docs.audius.org/token/running-a-node/hardware-requirements>.

OWNERSHIP OF AUDIUS SERVICE IP; TRADEMARKS

As between you and Company, Company retains all right, title and interest in and to the Audius Service, throughout the world, in perpetuity, including, without limitation, (i) all text, graphics, typefaces, formatting, graphs, designs, editorial content, HTML, look and feel, software, and data, (ii) all business processes, procedures, methods, and techniques used in the Audius Service, (iii) all other materials and content uploaded or incorporated into the Audius Service, including, without limitation, all Audius Service Elements (as defined in the Terms of Use), but excluding Content uploaded through the Audius Service and any NFT Items (as defined in the Terms of Use) displayed via the Audius Service, which as between Company and the applicable Creator is owned by the applicable Creator subject to the Content License granted to Company pursuant to the Terms of Use, (iv) all associated trade secret rights and other intellectual property and proprietary rights recognized anywhere in the world, and (v) the coordination, selection, arrangement and enhancement of the foregoing as a “Collective Work” under the United States Copyright Act, as amended (collectively, “**Audius Service IP**”), and nothing contained herein shall be construed as creating or granting to you any right, title or interest in and to such Audius Service IP other than the express license granted therein to Users pursuant to the Service Terms. Audius Service IP is protected in all forms, media and technologies now known or hereinafter developed as well as by the domestic and international laws of copyright, trademarks, patents, and other proprietary rights and laws. Notwithstanding the foregoing, Audius Service IP excludes the Audius Protocol, which is owned and controlled by Company (as applicable, solely to the extent of any \$AUDIO Tokens staked by Company) and those Users and Node Operators (as defined in the FAQ) who have staked and/or earned \$AUDIO Tokens in proportion to the number of \$AUDIO Tokens held by Company (as applicable) and such Users and Node Operators.

The Company trademarks, service marks, and logos (the “**Company Trademarks**”) used and displayed on the Platform are the Company’s registered and unregistered trademarks or service marks. Other product and service names used and displayed on the Platform may be trademarks or service marks owned by third parties (the “**Third-Party Trademarks**,” and, collectively with the Company Trademarks, the “**Trademarks**”). Except as otherwise permitted by applicable law, you may not use the Trademarks to disparage Company or the applicable third-party owner thereof, the Company’s or the applicable third-party’s products or services (including, without limitation, the Platform), or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from the Platform without Company’s prior express written consent. All goodwill generated from the use of any Trademark will inure solely to the benefit of the Company or the applicable third-party owner thereof.

THIRD PARTY NOTICES, CONTENT AND COMMUNICATIONS

Company disclaims all liability for any communications directed to you from any third-party, directly or indirectly, in connection with the Platform (“**Third-Party Communications**”) that you may receive, and any actions you may take or refrain from taking as a result of any Third-Party Communications. You are solely responsible for assessing and verifying the identity and trustworthiness of the source and content of any Third-Party Communications. Company assumes no responsibility for verifying, and makes no representations or warranties regarding, the identity or trustworthiness of the source or content of any Third-Party Communications.

The Platform is based on a third party, public blockchain infrastructure and includes third-party content, third-party integrated API service providers, or links (such as hyperlinks) to third-party websites, products, or services (including external websites that are framed by the Platform as well as any advertisements displayed in connection therewith) that are not owned or controlled by Company (collectively, **“Third-Party Content”**). Such Third-Party Content is provided as an information service, for reference and convenience only. Company does not control any such Third-Party Content and is not responsible for their (i) availability or accuracy, or (ii) content, advertising, products or services. Company does not make any representations or warranties with respect to any Third-Party Content and all use thereof is provided on an “as is” and “as available” basis and your use thereof is at your own risk. Inclusion of any Third-Party Content on the Platform does not constitute or indicate Company’s endorsement thereof and Company shall not be liable or responsible for any Third-Party Content transmitted through the Platform. You shall be subject to any additional terms and conditions of use, guidelines, rules, or governance protocols applicable to any Third-Party Content that you access or otherwise interact with through the Platform (**“Third-Party Terms”**). All such Third-Party Terms are hereby incorporated by reference into the Terms of Use. You acknowledge and agree that Company will not and cannot censor or edit any Third-Party Content and that you shall assume the sole responsibility for, and risk associated with, your use of Third-Party Content, including compliance with the terms and conditions of use, privacy policies, or practices associated therewith. Accordingly, Company encourages you to be aware when you leave the Platform and/or access or otherwise interact with Third-Party Content via the Platform and to read the terms and conditions of use and privacy policies associated with any such Third-Party Content.

By using the Platform, you expressly relieve and hold Company harmless from any and all liability arising from your interaction with any Third-Party Communications and access and/or use of Third-Party Content, including any loss or damage incurred as a result of any dealings between you and any third parties, or as the result of the presence of such Third-Party Content on the Platform or the failure of such Third-Party Content to function as intended. It is your sole responsibility to evaluate the content and usefulness of the information obtained from Third-Party Content.

By providing us with your email address and using the Audius Service, you hereby affirmatively consent to the use of your email address for notifications from us regarding important Platform announcements and other administrative communications related to your use of the Platform, various services and functionalities offered thereon, Governance Protocol matters, as well as certain marketing and other advertising communications from us and from our third-party advertising partners, as more fully set forth in our [Privacy Policy](#). Additionally, you acknowledge that your information may be shared with Creators. You acknowledge that Company has no control over Creators’ use of personal information about Listeners, such as your email address, and you further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the Creators’ use of such information. You will be able to opt out of receipt of certain notifications by following the instructions described in our [Privacy Policy](#); however, if you do not wish to receive certain service and other administrative notifications related to the Platform, your only way to opt out of such messages is to stop using and delete the Audius Service, and terminate your User Account.

Company disclaims all liability for any communications directed to you from any third-party directly or indirectly in connection with the Platform (**“Third-Party Communications”**) that you may receive, and any actions you may take or refrain from taking as a result of any Third-Party Communications. You are solely

responsible for assessing and verifying the identity and trustworthiness of the source and content of any Third-Party Communications. Company assumes no responsibility for verifying, and makes no representations or warranties regarding, the identity or trustworthiness of the source or content of any Third-Party Communications.

LIMITATIONS ON USE

The Platform may not be used, modified, reproduced, duplicated, copied, published, distributed, sold, resold, transformed, redesigned, reconfigured, retransmitted, or otherwise exploited by you for any purpose except as facilitated by the tools, products, services, functionalities and/or features made available to Users of the Platform, subject to the Terms of Use, or without the express prior written consent of Company or the applicable owner of Third-Party Content, in each instance.

Without limiting the foregoing, while using the Platform, you may not conduct any of the following activities:

- Defame, abuse, harass, stalk, threaten, bully, or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of Company or other Users, or use information learned from the Platform to otherwise defame, abuse, harass, stalk, threaten, bully, intimidate or mislead, or otherwise violate the legal rights of Company or any other User outside of the Platform.
- Use the Platform for any purpose in violation of applicable local, state, national, or international law.
- Use or otherwise export or re-export the Platform or any portion thereof, or Content in violation of the export control laws and regulations of the United States of America.
- Upload any material or software files that contain viruses, Trojan horses, corrupted files, malware, spyware, bugs, or any other similar programs that may damage or infiltrate the operation of the Platform or any other User's computer or mobile device.
- Restrict or inhibit any other User from using and enjoying the Platform.
- Use a robot, spider, manual and/or automatic processes, or devices to data-mine, data-crawl, scrape or index the Platform in any manner (excluding SEO-related scraping (e.g., Google indexing)), and you acknowledge and agree that the Platform is for active streaming use only, and in no event is it to be used for downloading and/or local serving.
- Hack or interfere with the Platform, its servers, or any connected networks.
- Adapt, alter, license, sublicense or translate the Platform for your own personal or commercial use, except as otherwise expressly permitted in the Terms of Use.
- Remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by Company.
- Use the Platform to collect User data by electronic or other means other than as expressly permitted by the Terms of Use and applicable law.

- Use the Platform in a manner which is false or misleading (directly or by omission and/or failure to update information) or for the purpose of accessing or otherwise obtaining Company's trade secret information for public disclosure or other purposes.
- Cause or induce any third-party to engage in the restricted activities above.
- Upload Content to, or display NFT Items on, the Audius Service, or otherwise interact with other Users to communicate or distribute information, that is defamatory, profane, infringing, obscene, pornographic, unlawful (e.g., drug use or other criminal activity), offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals.
- Upload Content or link NFT Items from your Third-Party Wallet to the Audius Service for which you are not the owner, or for which you have not obtained all rights, clearances, licenses and other consents required to do so and to grant Company (i) the Content License in and to such Content or (ii) the NFT Item license, set forth herein.
- Solicit or induce, or attempt to solicit or induce, other User(s) on the Audius Service to take any actions that could be harmful to such Users or any other person or property, or that otherwise would violate any applicable laws.
- Use the Audius Service for any purpose in violation of applicable local, state, national, or international law.
- Use or otherwise export or re-export the Audius Service or any portion thereof, in violation of the export control laws and regulations of the United States of America.
- Upload Content or other material (including linking any NFT Item) that violates the intellectual property rights (or rights of privacy or publicity) of any third-party or for which you have not obtained the necessary rights or permissions to use accordingly.
- Upload Content or other material or software (including linking any NFT Item) that features any person that has not given you express permission to include such person therein and who has not granted you all rights necessary or required for you to grant Company the licenses granted pursuant to this Terms of Use, including, without limitation, such person's name, image, voice, likeness, biographical material, and any other right of publicity/privacy held by such person in connection therewith.
- Upload Content or other material or software files that contain viruses, Trojan horses, corrupted files, malware, spyware, bugs, or any other similar programs that may damage or infiltrate the operation of the Audius Service or any other User's computer or mobile device.
- Conduct or forward surveys, contests, sweepstakes, giveaways, pyramid schemes, or chain letters, except as expressly set forth above.
- Advertise or offer to sell any goods or services (other than as expressly permitted pursuant to the functionalities and service offerings via the Audius Service) for any commercial purpose through the Audius Service, or otherwise post commercial advertisements, affiliate links, and other forms of solicitation, without Company's prior written consent in each instance.

- Impersonate another person or User or knowingly allow any other person or entity to use your identification or account to post or view comments on, or otherwise utilize, the Audius Service.
- Restrict or inhibit any other User from using and enjoying the Audius Service.
- Imply or state that any statements you make are endorsed by Company or any other User, without the prior written consent of Company or such User.
- Use a robot, spider, manual and/or automatic processes, or devices to data-mine, data-crawl, scrape or index the Audius Service in any manner (excluding SEO-related scraping (e.g., Google indexing)).
- Hack or interfere with the Audius Service, its servers or any connected networks.
- Adapt, alter, license, sublicense or translate the Audius Service for your own personal or commercial use, except as otherwise expressly permitted in these Terms of Use.
- Remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by Company or any other User.
- Upload Content or link any NFT Items that provides materials or access to materials that exploit people under the age of eighteen (18) in an abusive, violent or sexual manner.
- Use the Audius Service to collect User Data by electronic or other means.
- Use the Audius Service in a manner which is false or misleading (directly or by omission or failure to update information) or for the purpose of accessing or otherwise obtaining Company's trade secret information for public disclosure or other purposes.
- Direct message or otherwise contact any User who has asked you not to do so.
- Use, transfer, distribute or dispose of Audius Service IP or another Creator's Content in any manner except as expressly authorized in these Terms of Use.
- Cause or induce any third-party to engage in the restricted activities above.

The above restrictions supplement and, based on your use of the Platform, are in addition to any other applicable restrictions that are set forth in the Ancillary Documents, including, but not limited to, the Terms of Use, as well as any other restrictions that may be established by the Governance Protocol.

Company may take appropriate investigative and legal action for any illegal or unauthorized use of the Platform. You acknowledge that violation of any of the restrictions set forth in this Terms of Service may subject you to third-party claims and none of the rights granted to you in the Terms of Use may be raised as a defense against any third-party claims arising from any such violation.

The Audius Service and any Content or NFT Items belonging to a Creator may not be used, modified, reproduced, duplicated, copied, published, distributed, downloaded (unless permitted by a Creator for such Creator's Content), sold, resold, transformed, redesigned, reconfigured, retransmitted, or otherwise exploited by you for any purpose except as facilitated by the tools, products, services, functionalities and/or features made available to Users of the Audius Service, subject to these Terms of Use, or without the express prior written consent of Company, the applicable Creator, and/or the applicable third-party owner thereof, in each instance.

Company will take appropriate investigative and legal action for any illegal or unauthorized use of the Audius Service. You acknowledge that violation of any of the above restrictions may subject you to third-party claims and none of the rights granted to you in these Terms of Use may be raised as a defense against any third-party claims arising from any such violation.

If you encounter any Content or NFT Item uploaded by other Users that violates, or learn of any User who has violated, these Terms of Use and any of the Audius Service usage restrictions set forth above, please email Company at legal@audius.co or inform us through the applicable reporting functionality offered via the Audius Service. Company may, but is not obligated to, take any of the actions set forth in this Terms of Service against Users who violate any of the restrictions set forth in this Terms of Service.

UNLAWFUL ACTIVITY

We reserve the right to investigate complaints or reported violations of the Terms of Use and to take any action we deem appropriate, including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to a User's User Account, including, but not limited to, username, e-mail addresses, usage history, uploaded Content, IP addresses, and traffic information.

We further reserve the right to investigate complaints and to report violations of the Terms of Use to the Governance Protocol, including, without limitation, disclosing any information necessary or appropriate to Governance Participants so that they may, among other things, take any actions against the applicable User that the Governance Participants deem appropriate and that are within their authority pursuant to the Governance Protocol, as well as make proposals for changes to the Platform to prevent additional or future conduct that violates the Terms of Use. You acknowledge and agree that the Governance Protocol is permitted to take action against you and to make a determination on whether your conduct violates the Terms of Use, and you agree to abide with the determination made by the Governance Protocol and any actions that the Governance Protocol elects to take.

We also reserve the right, in our sole discretion, to seek and obtain any other remedies available to us pursuant to any applicable laws and regulations or at equity as a result of your breach of the Terms of Use or any other act or omission by you that gives rise to a claim by Company.

We further reserve the right, in our sole discretion and without notice or liability to you, to instruct Node Operators to remove, block, hide, or delete any of your Content if such Content as published or otherwise made available by you through the Audius Service violates these Terms of Use. If we believe that your use of, or any Content published or otherwise made available by you through the Audius Service violates these Terms of Use, we may also contact you directly and request that you promptly cure your breach of these Terms of Use or any other act or omission by you that gives rise to a claim by Company.

We further reserve the right, in our sole discretion and without notice or liability to you, to permanently or temporarily de-link/disable your User Account, or permanently or temporarily de-link any Content that you upload via the Audius Service, at any time for any reason with any conditions, including, but not limited to, if we believe that you have violated or acted inconsistently with these Terms of Use or any applicable law or that you have engaged in conduct that we determine to be inappropriate or unacceptable in our sole discretion. We may also de-link/disable your User Account or de-link any Content you upload via the Audius Service, if you file any claim against Company or file any claim that involves the Platform. If we terminate, limit, or suspend your right to use the Audius Service, you are prohibited, without Company's prior written

consent, from registering and creating a new User Account under your name, a fake or borrowed name, or the name of any third-party, even if you may be acting on behalf of the third-party.

You may terminate the Terms of Use, which includes these Terms of Use, at any time by deleting your User Account and ceasing all use of the Audius Service. Please note that deleting your User Account will de-link certain Content that you've "liked," uploaded, aggregated and/or curated, and Company will use good faith efforts to cause Node Operators to remove or de-list any of your other Content or information that you've uploaded to the Audius Service which such Node Operators are currently hosting/serving on and through the Audius Protocol. However, Company does not have the ability to control whether such Node Operators comply with any such request or to permanently delete your User Account, and the User Account Data and other information you uploaded to the Audius Service, from the Audius Protocol. This means that metadata and file references with respect to certain Content that you have previously uploaded as a Creator, or liked, aggregated, or curated as a Listener, will remain on the Platform. For more information about our data deletion policies and practices in connection with the deletion your Account, please visit our [Privacy Policy](#). If you wish to delete your User Account, please login to your User Account on the Audius Service, and once inside your User Account profile, select "Delete Account".

Notwithstanding the foregoing, whether you voluntarily terminate your User Account or your right to use the Audius Service is terminated, limited, or suspended, all sections of the Terms of Use which by their nature should survive the expiration or termination shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of the Terms of Use.

CLAIMS OF ALLEGED INTELLECTUAL PROPERTY INFRINGEMENT ON THE PLATFORM AND THE DIGITAL MILLENNIUM COPYRIGHT ACT

In the event of alleged infringement of any party's copyright with respect to any Content published or actions taken on or through the Platform by Creators, Company's liability is limited as a transitory digital network communication service provider under the Online Copyright Infringement Liability Limitation Act (i.e., Title II of the Digital Millennium Copyright Act, 17 U.S.C. § 512 [the "DMCA"], as amended from time to time).

Company acts as an intermediary service provider that transmits, routes, and provides connections for Content and other Creator-generated material made available to Listeners on the Audius Service via an automatic technical process through the AudSP decentralized storage protocol at the direction of Creators and non-Audius parties, without selecting, filtering, approving or denying, or modifying such materials or intended recipients as sent or received by those uploaders, transmitters, etc. All Content uploaded by a Creator and/or accessed by a Listener via the Audius Service is stored directly on, and called via a link from, the Audius Protocol and related blockchain ledger and Company does not create or maintain any copies of any such Content and other Creator-generated materials, which may be made in the course of its intermediate or transient storage, on Audius-owned or controlled systems or networks (including such systems or networks that host the Audius Service) in a manner ordinarily accessible to anyone other than anticipated recipients and for a longer period than is reasonably necessary for the transmission, routing, or provision of connections.

Notwithstanding the foregoing, pursuant to the governance rules of the Audius Protocol, all Content Node Operators are required to become registered agents under the DMCA and otherwise comply with all other terms and conditions of § 512(c) thereof as a condition to becoming, and requirement to remaining, a Content Node Operator of the Audius Protocol; provided, however, that Company disclaims any and all

liability regarding any Content Node Operator's failure to become a registered agent under the DMCA or to otherwise comply with all other terms and conditions of § 512(c) thereof.

Pursuant to the above, while Company has no direct ability itself to remove any allegedly infringing Content from the Audius Protocol, it does respect the intellectual property rights of others and expects all Users to do the same and reserves the right to take any actions that it deems appropriate and that are within its control to protect against copyright infringement on the Audius Service. Therefore, notwithstanding the foregoing, and in full reservation of Company's rights as a transitory digital network communication service provider under the DMCA and all other rights available to Company under applicable law and in equity, if you believe in good faith that Content is being linked to, and made available on, the Audius Service in a manner that infringes upon your copyright and are otherwise unsuccessful in causing the applicable Creator or Content Node Operator to remove such Content directly, you may send Company a notice to dmca@audius.co with the below information, and upon receipt of such notice, Company will (i) de-link the allegedly infringing Content identified in such notice from the Audius Service and/or use commercially reasonable efforts to cause the applicable Creator who originally uploaded such Content to de-link such Content from the Audius Service solely by using the "delete" Content functionality in such Creator's account settings, and/or (ii) use good faith efforts to notify the applicable Content Node Operators storing such allegedly infringing Content of its receipt of such notice and reasonably request that such applicable Content Node Operators delete such Content from their respective servers on the Audius Protocol; provided, however, Company shall have no liability if such Content Node Operator fails to take the requested action.

- Your name, address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed and an explanation as to why you think an infringement has taken place;
- A description of where the material that you claim is infringing is located on the Audius Service, sufficient for Company to locate the material (e.g., the URL);
- A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or applicable law;
- A statement by you under penalty of perjury under applicable law that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- Your electronic or physical signature.

United States law imposes substantial penalties for falsely submitting a notice of copyright infringement.

Company may notify each Creator from time to time that it has received a third party notice of alleged copyright infringement with respect to certain Content that such Creator may have published or otherwise made available on or through the Audius Service and request that such Creator to de-link such Content from the Audius Service using the "delete" Content functionality in your User settings and each Creator agrees to promptly comply with any such requests in good faith. Each Creator further acknowledges and agrees that Company may directly de-link Content that such Creator may have published or otherwise made available on or through the Audius Service from the Audius Service upon its receipt of a third party notice of alleged copyright infringement with respect to such Content, with or without prior notice to such Creator, and in

appropriate circumstances, that Company reserves the right in its sole discretion to de-link each Creator's entire User Account if such Creator is determined to have engaged in repeated instances of copyright infringement on the Audius Service.

If you believe that your Content has been de-linked by mistake or misidentification, you may send us a counter-notice to dmca@audius.co containing the following information:

- Your name, address, telephone number, and email address;
- A description of the material that was de-linked;
- A description of where on the Audius Service the material that was de-linked previously appeared (e.g., URL);
- A statement that you have a good faith belief that the material was de-linked as a result of a mistake or misidentification;
- A statement by you under penalty of perjury under applicable law that the information in your counter-notice is accurate;
- A statement that you consent to the jurisdiction of the U.S. District Court for the judicial district in which your address is located, or if your address is outside of the United States, the Central District of California, and that you will accept service of process from the person who filed the original DMCA notice or an agent of that person; and
- Your electronic or physical signature.

REPEAT INFRINGERS AND "3 STRIKE" POLICY

Node Operators operate a system whereby Users are given "strikes" for Content that violates Company's policies pertaining to the infringement of copyright and other intellectual property of third parties contained in these Terms of Service, if you get a copyright or intellectual property strike, this means that the owner of that property and/or intellectual property submitted a valid takedown request as provided in these Terms of Service

Content can only have one strike at a time. Please also note that Content can be removed from the Audius Service for reasons other than copyright or intellectual property infringement.

You hereby acknowledge and agree that Company has no responsibility for the implementation, enforcement and/or changes to its policy pertaining to the infringement of copyright and other intellectual property of third parties. You further acknowledge and agree that we have no obligation to cause Node Operators to implement current policies pertaining to such infringing activities, or any other actions or inactions of any Node Operator(s).

For more information regarding the Governance Protocol and the Node Operators that provide Content-related services for the Platform, see the [FAQ](#).

What Happens When You Receive a Strike?

When you get a strike, you are notified via your User Account and/or via email. We and/or a Node Operator will let you know which of your Content was removed, which policies from the Terms of Use and/or Terms of Use were violated, and next steps you can take to address this.

Strikes may affect your ability to monetize your Content. If you get three (3) strikes, your User Account is subject to immediate permanent or temporary de-linking/disabling your User Account, and any Content that you have uploaded and will upload via the Audius Service is subject to immediate permanent or temporary de-linking. In order to reinstate your User Account and your Content, you will need to take and pass the Audius Copyright Infringement Quiz, which helps Users understand intellectual property and how it's enforced by Node Operators.

If you are a Verified Artist Account (defined below), after 3 strikes, you will have 7 days to act before your User Account is de-linked/disabled. During this period, your strikes will not expire and you will not be able to upload new Content, but your User Account will remain live. If you submit a counter notification, your User Account will not be disabled while the counter notification is unresolved. If the counter notification is resolved in your favor, or the claim is retracted, your User Account will not be impacted. “**Verified Artist Account**” means a User Account where the User has been verified as an artist according to Company’s guidelines, as well as the policies of rightsholders (e.g., record labels) and other third parties (e.g., brands) whose rights, titles or interests are implicated by such verification.

At the sole discretion of Node Operators, prior to receiving a strike, you may get only a warning for a violation of the Terms of Use. Sometimes an individual case of severe abuse of the Terms of Use may result in the immediate de-linking/disabling (on a permanent or temporary, at the sole discretion of Node Operators) of your User Account and any Content that you have uploaded via the Audius Service, without any warning to you.

Resolving a Strike

There are three ways to resolve a strike given against a User Account:

- A. **Expiration**: strikes expire after ninety (90) days provided that you receive no additional strikes in that period and complete and pass the Audius Copyright Infringement Quiz if it was your third strike.
- B. **Retraction**: you can contact the person who claimed your Content was infringing and request them to retract their claim.
- C. **Counternotification**: if your Content was claimed as infringing by mistake or qualifies as fair use, you can submit a counternotification as provided in this Terms of Service.

You may not use another account to circumvent any restrictions made to your User Account due to a strike, and Company reserves the right to terminate, or cause Node Operators to terminate, your User Account and/or restrict your access to the Audius Service for any violation of the foregoing in its sole discretion.

AUDIUS SERVICE ACCESS REQUIREMENTS; UPDATES AND MAINTENANCE

Access to and use of the Audius Service requires a compatible mobile device/web browser and internet connection. It also requires that we have access to your device identifier and location information. Although we are working to ensure that the Audius Service is compatible across various devices, we cannot guarantee that the Audius Service will work with all devices.

It is your responsibility to ensure that your computer or mobile device complies with the requirements for accessibility. Your use of the Audius Service may vary in functionality, availability and quality depending on the type of the device and the operating system that you use, and Company accepts no responsibility for any lack of functionality that is due to your equipment (including your device, internet connection, operating system or settings and software).

It is your responsibility to pay for all costs and expenses that you may incur while using the Audius Service (including, but not limited to, all telephone call or line charges or Internet data service access charges).

Your access to the Audius Service may be interfered with by numerous factors outside of Company's control including, but not limited to, issues with the call link connecting the Audius Service to the Audius Protocol, Node Operator service failures or outages, telecommunications and/or wireless network service disruptions, computer or mobile device viruses and bugs, tampering, unauthorized intervention, fraud, technical failures, and server, equipment or software defects. Company is not responsible and will have no liability for any failures of the Internet or any data or telecommunications equipment, system or network used in connection with the Audius Service. In addition, perfect security does not exist on the Internet; Company cannot and does not guarantee that any User Account Data or other personally identifiable information submitted to the Audius Service and selected by you to remain private (as applicable) will not become public under any circumstances.

Company shall not be liable to any User in any way as a result of any temporary or permanent suspension of the Audius Service due to (i) repair or maintenance or (ii) implementation of any Update, including, without limitation, any tools, products, services, functionalities, or features thereof arising from or in connection with such Update. Furthermore, Company is under no obligation to undergo an Update of the Audius Service to the extent any Audius Service Elements, Content and/or other tool, product, service, functionality, or feature thereof are out of date. The terms of the Audius Service License granted to you hereunder shall apply in full to any Update. Following an Update, you may not be able to use the Audius Service until you have downloaded the latest version and accepted any new terms.

USER REPRESENTATIONS AND WARRANTIES

You represent and warrant that that you have the right, authority, and capacity to enter into, and to be bound by, the Terms of Use and to abide by the terms and conditions of the Terms of Use, and that you will so abide.

You, in your Capacity as a User, represent and warrant that: (i) (1) all User Data and (2) other information that you submit onto, or link to, the Audius Service, is true, accurate, current and complete, and will be submitted solely by you; (ii) you are the sole owner of all right, title and interest in, or have obtained all necessary rights and licenses from the applicable third-party owner of, any Content, NFT Item, or other information you submit or upload or link to the Audius Service to grant Company the rights set forth herein, free and clear any of further payment or attribution requirements; and (iii) that such Content, NFT Items, and other information, when used for the purposes in which it is submitted onto or uploaded or linked to the Audius Service, does not infringe upon the rights of any third-party, including, without limitation, contract rights, intellectual property rights, proprietary rights and rights of publicity/privacy. You acknowledge and agree that you shall be solely responsible for all User Data, Content, NFT Item, and other information that you post, upload, link to, publish, exchange, or display onto the Audius Service and that Company reserves the right to reject, refuse to post, edit, modify, remove all or a portion of any such User Data, Content, NFT Item, or other information from the Audius Service that Company determines, in its sole

discretion, does not comply with the Terms of Use, or for any other reason, without notice or liability to you.

You represent and warrant that any Content, User Data, NFT Item, and other information that you upload to the Audius Service: (i) will not be fraudulent; (ii) will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (iii) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (iv) will not be obscene or contain child pornography or be harmful to minors; (v) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (vi) will not create liability for Company or cause Company to lose (in whole or in part) the services of its Internet service providers (ISPs) or other partners or suppliers; (vii) will not feature any person that has not given you express permission to include such person and who has not granted you all rights necessary or required for you to grant Company the licenses granted herein, including, without limitation, such person's name, image, voice, likeness, biographical material, and any other right of publicity/privacy held by such person in connection therewith; and (viii) will not feature any person under the age of eighteen (18) (or any greater age required to be deemed to have reached the age of majority under the applicable law of the state or jurisdiction of such person's primary residence) without first obtaining express written permission from such person's parent or legal guardian, and which written permission shall grant you all rights necessary or required for you to grant Company the licenses granted herein, including, without limitation, such person's name, image, voice, likeness, biographical material, and any other right of publicity/privacy held by such person in connection therewith.

DISCLAIMER OF WARRANTIES

TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY 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."

YOUR USE OF THE PLATFORM IS ENTIRELY AT YOUR OWN RISK. THE AUDIUS SERVICE IS COMPANY'S PROPRIETARY "DISCOVERY API INTERFACE" AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, CURRENTNESS, COMPLETENESS, OR RELIABILITY OF THE AUDIUS SERVICE, ANY AUDIUS SERVICE IP OR CONTENT OR MATERIAL PROVIDED THROUGH THE PLATFORM, THIRD-PARTY CONTENT LINKED TO THE PLATFORM, OR THE AUDIUS PROTOCOL (INCLUDING, WITHOUT LIMITATION, ANY NODE OPERATORS RENDERING SERVICES IN CONNECTION THEREWITH), AND COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PLATFORM, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR (I) ANY OTHER THIRD-PARTY DISCOVERY API INTERFACE OR APPLICATION THAT IS LINKED TO THE AUDIUS PROTOCOL, (II) ANY SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY THROUGH THE AUDIUS SERVICE OR (III) ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. COMPANY

WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF DISCOVERY API INTERFACES, APPLICATIONS, OR PRODUCTS OR SERVICES, OTHER THAN AS EXPRESSLY PROVIDED HEREIN. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT ACCESS TO THE PLATFORM WILL BE UNINTERRUPTED OR THAT THE PLATFORM WILL BE ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED OR THAT IT WILL ALWAYS BE ACCESSIBLE; NOR DO THE FOREGOING PARTIES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY CONTENT, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE PLATFORM. IN ADDITION, YOU ACKNOWLEDGE THE AUDIUS PROTOCOL IS COMPRISED WHOLLY OF OPEN SOURCE SOFTWARE AND THAT COMPANY DOES NOT OWN OR OPERATE THE AUDIUS PROTOCOL AND COMPANY IS NOT A SPONSOR, PARTNER, OR AFFILIATE OF ANY ENTITY THAT OWNS OR OPERATES THE AUDIUS PROTOCOL. YOU AGREE THAT COMPANY SHALL NOT BE RESPONSIBLE FOR ANY MODIFICATIONS OR UPDATES TO THE AUDIUS PROTOCOL ADOPTED BY THE GOVERNANCE PROTOCOL THAT AFFECT THE ACCESSIBILITY, AVAILABILITY OR OPERATION OF THE AUDIUS SERVICE OR ANY FEATURES, FUNCTIONALITY, PRODUCTS OR SERVICES THEREOF OR THEREON, AND THAT COMPANY SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY NODE OPERATORS PROVIDING SERVICES FOR THE AUDIUS PROTOCOL. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT THE PLATFORM IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. COMPANY AND ITS AFFILIATES AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY PERSONAL INFORMATION SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT COMPANY IS ONLY WILLING TO PROVIDE THE AUDIUS SERVICE IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND THIRD PARTIES. THEREFORE, YOU AGREE NOT TO HOLD THE COMPANY, ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, AND PARTNERS IN PROMOTIONS, SWEEPSTAKES OR CONTESTS, OR ANY OF SUCH PARTIES' RESPECTIVE AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, VENDORS, THIRD-PARTY LICENSORS, CORPORATE PARTNERS, PARTICIPANTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "**COMPANY PARTIES**") LIABLE FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "**LIABILITIES**") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE THE PLATFORM, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL VIOLENCE, AND DESTRUCTION OF PERSONAL PROPERTY), ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY COMPANY OR ITS AFFILIATES OR LICENSORS AND ANY DESTRUCTION OF YOUR INFORMATION, OR ANY NODE OPERATOR PROVIDING SERVICES TO THE AUDIUS PROTOCOL.

UNDER NO CIRCUMSTANCES WILL ANY COMPANY PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE AUDIUS SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT ANY COMPANY PARTY IS LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

ANY DISPUTE YOU HAVE WITH ANY THIRD-PARTY ARISING OUT OF YOUR USE OF THE PLATFORM, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, ANY NODE OPERATOR, ANY CARRIER, COPYRIGHT OWNER OR OTHER USER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD-PARTY, AND YOU IRREVOCABLY RELEASE THE COMPANY PARTIES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

INDEMNIFICATION

You hereby agree to indemnify, defend and hold harmless, the Company Parties, from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim, action, or proceeding brought by a third-party based on: (i) any breach of any representation, warranty, covenant or obligation of yours under the Terms of Use; (ii) your violation of any applicable law or regulation; any User Data or Content, NFT Item, or other information posted by you onto, or uploaded or linked by you to, the Audius Service or (iii) your violation of any third-party right, including, but not limited to, any copyright or other intellectual property right. Company shall promptly notify you of any such claim, and you shall assume control of the defense of such claim upon Company's request. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the written consent of Company.

GOVERNING LAW; DISPUTE RESOLUTION

Governing Law. The Terms of Use are governed by and construed in accordance with the internal laws of the State of Nevada, without reference to principles of conflicts of laws.

Disputes. You and Company agree that any dispute, claim or controversy arising out of or relating to the Terms of Use or the breach, termination, enforcement, interpretation or validity thereof or the use of the Platform, including, without limitation, any Content contained thereon or use of \$AUDIO Tokens in connection therewith (collectively, "**Disputes**") will be settled by binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and Company are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Company otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution; Arbitration" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of the Terms of Use.

Arbitration Rules. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. All disputes arising under or relating to the Terms of Use or to your use (or inability to use) of the Platform shall be

settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes ("**Supplementary Procedures**"), as amended by the terms of the Terms of Use. The Supplementary Procedures are available online at www.adr.org. To the extent that the arbitrator deems reasonable, the arbitrator may conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances. Any in-person appearances requested by the arbitrator shall be held in Clark County in the State Nevada. The arbitrator's decision shall be based upon the substantive laws of the State of Nevada without regard to its principles of conflicts of law. Arbitration proceedings shall be conducted in English and shall be conducted in a manner that preserves confidentiality. The arbitrator's decision shall follow the plain meaning of the relevant documents and shall be final and binding. The award rendered by the arbitrator(s) may be confirmed and enforced in any court having jurisdiction thereof. The foregoing shall not preclude Company from seeking any injunctive relief in U.S. state or federal courts for protection of its intellectual property rights (including the rights of its licensors), and you agree to exclusive jurisdiction by the federal and state courts located in Clark County in the State Nevada, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

Changes. Notwithstanding Company's right to amend or modify the Terms of Use, if Company changes this "Dispute Resolution" section after the date you first accepted the Terms of Use (or accepted any subsequent changes to the Terms of Use), you may reject any such change by sending us written notice (including by contacting us at legal@audius.co) within 30 days of the date such change became effective, as indicated in the date of Company's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Company in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted the Terms of Use (or accepted any subsequent changes to the Terms of Use).

You agree that regardless of any applicable statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Platform or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever and fully barred.

NO AGENCY

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created between you and Company by the Terms of Use.

ASSIGNMENT

Company may freely assign, delegate, sub-contract and/or otherwise transfer any or all of its rights and/or obligations under the Terms of Use to any company, firm, or person. You may not transfer your rights or obligations under the Terms of Use to anyone else.

WAIVER AND SEVERABILITY OF TERMS; ENTIRE AGREEMENT

Failure by Company to enforce any provision(s) of the Terms of Use will not be construed as a waiver of any provision or right. If any provision of the Terms of Use is deemed unlawful, void, or unenforceable by a court of law exercising proper jurisdiction, that provision shall be deemed severed from the remaining provisions and shall not affect their validity and enforceability. The Terms of Use incorporate by reference any notices contained on the Platform and constitute the entire agreement with respect to access to and use of the Audius Service and/or provision of services to the Audius Protocol.

TERMINATION OF THE AUDIUS SERVICE

Company reserves the right to terminate its owned and controlled Audius Service connected to the Audius Protocol for any reason, without notice, at any time.

FEEDBACK

While our own staff is continually working to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the User community. If you choose to contribute by sending us or our employees any ideas for services, features, modifications, enhancements, content, refinements, technologies, content offerings, promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively, “**Feedback**”), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided. Accordingly, by sending us Feedback, you agree that: (i) Company has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason; (ii) Feedback is provided on a non-confidential basis, and Company is not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and (iii) you irrevocably grant Company a perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

OPEN SOURCE SOFTWARE

The Audius Service contains certain open source software, and the Audius Protocol is, in its entirety, open source software. Each item of open source software is subject to its own applicable license terms.

Some services offered through the Platform (*i.e.*, purchase and use of cryptocurrency-based tokens) may be subject to third party terms and conditions adopted by the Company. Your use of those services is subject to those third party terms and conditions, which are incorporated into the Terms of Use by this reference.

PRIVACY

Your privacy is very important to us. To understand our practices, please review our Privacy Policy at <https://audius.co/legal/privacy-policy>, which is incorporated by reference into the Terms of Use and also governs your use of the Platform. Likewise, you represent and warrant that you will respect the privacy, property, and data protection rights of Users.

CONTACT

General questions or comments about the Platform or the Terms of Use should be sent either by mail to Tiki Labs, Inc., 5940 S Rainbow Blvd, STE 400 PMB 43362, Las Vegas NV 89118, or email to legal@audius.co.