

## Audius Standard Terms and Conditions

Last Updated: April 3, 2023

**PLEASE READ THESE STANDARD TERMS AND CONDITIONS, AS WELL AS THE SERVICE USER TERMS (DEFINED HEREIN) AND ALL OTHER TERMS OF USE, 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.**

**ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND COMPANY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A LAWSUIT, A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. FOR FURTHER INFORMATION PLEASE CONSULT THE “DISPUTE RESOLUTION; ARBITRATION” SECTION BELOW.**

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### 1. ACCEPTANCE OF TERMS; MODIFICATION OF TERMS

Tiki Labs, Inc. (“**Company**”, “**we**”, “**us**”, or “**our**”) owns, controls, and operates the platform known as “**Audius**”, an open source, web-based, content streaming and sharing service available at 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**”). The Audius Service is built atop an open source, fully decentralized, web-based, content hosting, streaming and delivery blockchain infrastructure protocol, and other decentralized technologies, including the Ethereum smart contracts protocol (the “**Audius Protocol**”, and together with the Audius Service, the “**Platform**”), and linked to such Audius Protocol via a call link pushed from such Audius Protocol to the Audius Service. See <https://docs.audius.org/protocol/overview> and our White Paper (defined below) for more information regarding the Audius Protocol. These Standard Terms and Conditions (these “**Standard Terms**”) and all other terms of service, terms and conditions, policies, guidelines, and documents incorporated by reference herein (collectively, but excluding these Standard Terms, the “**Ancillary Documents**”), as they may be in effect and modified from time-to-time, including, without limitation, the [Audius Service User Terms of Use](#) (“**Service User Terms**”) and [Privacy Policy](#), as well as our whitepaper available at <https://whitepaper.audius.co> (“**White Paper**”), our Audius Protocol guidelines and requirements as published in the Company wiki and available at <https://github.com/AudiusProject/audius-protocol/wiki> (“**Protocol Guidelines**”), and our Audius blog (<https://blog.audius.co/>) (“**Audius Blog**”) (collectively, the “**Platform Terms of Use**”), 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). Capitalized terms used but not defined in these Standard Terms have the meanings given them in the Platform Terms of Use.

By accessing and using the Audius Service, or any portion thereof, in any manner, including, but not limited to, visiting, or browsing, or listening to or publishing Content (as defined in the Service User Terms) on, the Audius Service, you are deemed to have read, accepted, executed, and be bound by the Platform 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 BE DEEMED 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 PLATFORM 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 THEREON.

Company may change or amend these Standard Terms 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 Platform Terms of Use; and/or (ii) Governance Participants may adopt and implement Upgrade Proposals for the Platform via the Governance Protocol, which may also result in changes or amendments to the Platform Terms of Use. To learn more about the Governance Protocol, who are Governance Participants, and how changes can be enacted to the Platform via Upgrade Proposals, see our [Governance Protocol and Node Operator FAQ](#) (the "**FAQ**").

If Company makes a material change or amendment to the Platform Terms of Use it will provide 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 Platform 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 Platform Terms of Use fully and carefully and to check the Platform Terms of Use as well as the active and resolved 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 Platform 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 Protocol via the Governance Protocol, will be subject to the Platform 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 PLATFORM 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 SERVICE USER ACCOUNT. YOUR CONTINUED USE OF THE AUDIUS SERVICE FOLLOWING THE POSTING OF ANY NOTICE OF ANY CHANGE OR AMENDMENT TO THE PLATFORM 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.

## 2. 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 Service User Terms), but excluding Content uploaded through the Audius Service and any NFT Items (as defined in the Service User Terms) 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 Service User Terms, (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.

## 3. 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 are 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 Platform 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.

#### **4. 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 Platform 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 Platform 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 Platform 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.

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 Audius Service Terms, 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, including, without limitation, those set forth in Section 6 below. You acknowledge that violation of any of the restrictions set forth in this Section 4 and/or the Ancillary Documents may subject you to third-party claims and none of the rights granted to you in the Platform Terms of Use may be raised as a defense against any third-party claims arising from any such violation.

If you encounter or learn of any User who has violated the Platform Terms of Use in any manner, including, without limitation, by violating any of the Platform usage restrictions set forth above and/or the Ancillary Documents, please email Company at [legal@audius.co](mailto:legal@audius.co) or inform us through the applicable reporting functionality offered via the Platform. Company may, but is not obligated to, take any of the actions set forth in Section 6 below against Users who violate any of the restrictions set forth in the Platform Terms of Use.

## **5. REPRESENTATIONS AND WARRANTIES**

The Audius Service is available only to persons (i) who are eighteen (18) years or older (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) or (ii) thirteen (13) to seventeen (17) years of age (or any greater age that would still be under the 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) who access and use the Audius Service with parental/legal guardian permission. BY ACCESSING AND USING THE AUDIUS SERVICE, INCLUDING, BUT NOT LIMITED TO, THE CREATION/REGISTRATION OF A SERVICE USER ACCOUNT, YOU REPRESENT AND WARRANT THAT YOU ARE (I) AT LEAST EIGHTEEN (18) YEARS OLD (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 YOUR PRIMARY RESIDENCE) AND ARE FULLY ABLE AND COMPETENT TO ENTER INTO THE PLATFORM TERMS OF USE, OR (II) AT LEAST THIRTEEN (13) YEARS OLD AND HAVE PERMISSION FROM YOUR PARENT OR LEGAL GUARDIAN PRIOR TO ACCESSING AND USING THE AUDIUS SERVICE AND, FOR THE AVOIDANCE OF DOUBT, PRIOR TO INITIATING ANY TRANSACTION IN CONNECTION WITH YOUR ACCESS AND USE THEREOF, AND YOUR PARENT OR GUARDIAN AGREES TO THE PLATFORM TERMS OF USE.

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

## **6. UNLAWFUL ACTIVITY**

We reserve the right to investigate complaints or reported violations of the Platform 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 Service 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 Platform 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 Platform 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 Platform 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 Platform Terms of Use or any other act or omission by you that gives rise to a claim by Company.

## **7. 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. As described in more detail in Section 3 of the Service User Terms, 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. Therefore, claims of alleged infringement of copyright or intellectual property rights with respect to any Content published or actions taken on or through the Platform by Creators should be directed to the applicable Creator or Content Node Operator that operates the applicable Content Node, and resolved as otherwise permitted by applicable law. Company will use commercially reasonable efforts to expeditiously respond to and cooperate with such legal processes to the fullest extent required by applicable law.

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](mailto: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.

## **8. 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.

## **9. 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.

## **10. 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 Platform Terms of Use; (ii) your violation of any applicable law or regulation; 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.

## **11. GOVERNING LAW; DISPUTE RESOLUTION**

**Governing Law.** The Platform 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.

## **12. DISPUTE RESOLUTION; ARBITRATION**

**Disputes.** You and Company agree that any dispute, claim or controversy arising out of or relating to the Platform 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 Platform 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 Platform 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 Platform Terms of Use. The Supplementary Procedures are available online at [www.adr.org](http://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 Platform Terms of Use, if Company changes this "Dispute Resolution" section after the date you first accepted the Platform Terms of Use (or accepted any subsequent changes to the Platform Terms of Use), you may reject any such change by sending us written notice (including by contacting us at [legal@audius.co](mailto: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 Platform Terms of Use (or accepted any subsequent changes to the Platform 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 Platform Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever and fully barred.

### **13. NO AGENCY**

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

### **14. ASSIGNMENT**

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

### **15. WAIVER AND SEVERABILITY OF TERMS; ENTIRE AGREEMENT**

Failure by Company to enforce any provision(s) of the Platform Terms of Use will not be construed as a waiver of any provision or right. If any provision of the Platform 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 Platform 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.

### **16. 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.

### **17. 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.

#### **18. 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 Platform Terms of Use by this reference.

#### **19. PRIVACY**

Your privacy is very important to us. To understand our practices, please review our Privacy Policy at <https://www.audius.co/privacy-policy>, which is incorporated by reference into the Platform 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.

#### **20. CONTACT**

General questions or comments about the Platform or the Platform 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](mailto:legal@audius.co).