

Audius Service User Terms of Use

Last Updated: April 3, 2023

These Audius Service User Terms of Use (“**Service User Terms**”) constitute a legally binding agreement between Tiki Labs, Inc. (“**Company**”, “**we**”, “**us**”, or “**our**”) and each User, in such User’s capacity as a Creator or Listener, each as defined below (each, a “**Service User**”, “**you**” or “**your**”). These Service User Terms form a part of, and are hereby incorporated into, the [Standard Terms](#) and together with all other Ancillary Documents make up the Platform Terms of Use. Capitalized terms used but not defined herein have the meanings given them in the Platform Standard Terms.

1. TYPES OF AUDIUS SERVICE USERS

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

- (1) Service 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) Service Users who access, listen to, 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)**”.

2. AUDIUS SERVICE LICENSE

Company hereby grants each Service 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 Service Users of the Audius Service, subject in all respects to the Platform Terms of Use, 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 (including Section 6 [AUDIO Tokens] below) commercial use of (i) the Audius Service, (ii) any Service 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 Audius Service Terms.

As between any Service User and Company, with respect to Audius Service IP nothing contained herein shall be construed as creating or granting to any Service User any right, title or interest in and to such Audius Service IP other than the express license granted therein pursuant to these Service User 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.

With respect to Trademarks, all ownership rights in and to such Trademarks and any Service User's right to make use of such Trademarks are restricted to the limited license expressly granted to such Service User's in the [Standard Terms](#); 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 this Audius Service License may result in infringement of intellectual property and contractual rights of the Company, other Service Users of the Audius Service, or other third parties, which is prohibited by law and could result in substantial civil and criminal penalties.

3. AUDIUS SERVICE USER ACCOUNT; SERVICE USER DATA

While Service Users may browse the public-facing portions of the Platform, as well as listen to most of the Content and/or view NFT Items available on the Audius Service, without setting up a Service User Account (defined herein), in order to enjoy the full benefits of the Audius Service, you must first create a registered Service User profile account on the Audius Service (an "**Service User Account**").

You agree to create only one (1) unique Service User Account and that you shall be the sole authorized user of your Service User Account. As part of the registration process, Service Users will be asked to submit certain information such as their name, email address, profile name and photo/image, and to create a Service User Account login password (collectively, "**Service User Data**"). **PLEASE NOTE, IMMEDIATELY UPON CREATION OF YOUR SERVICE 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 SERVICE 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.** Service User Data also includes your location by city and state, which you have the option to remove from your Service User Account profile at any time. You may also link your Service User Account to your Twitter, Instagram, or TikTok account, and in the future you may be able to link your Service User Account to your other social media accounts in our sole discretion, through your Service User Account settings options by providing your credentials, as applicable, and all data transfers in connection therewith shall be governed by our [Privacy Policy](#). 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 Service 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 Service User Data you provide to Company will be and remain at all times true, accurate, current and complete. Company may from time to time modify or add to the Service User Data information fields required to create a Service User Account, and you agree to promptly complete any such additional or modified information fields when and as requested by Company. In some cases, in order to utilize certain features and functionalities of the Audius Service you will also need to update your Service User Account and/or operating system settings to allow us to access your address book/contacts and camera/microphone functions, provided this will be voluntary and subject to you opting in to allow us access

to such functions on your device. You must make sure that your Service User Account profile name complies with these Audius Service Terms.

Company will have the right to use your Service User Data in connection with servicing and operating the Audius Service and in other manners as set forth 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, Service User Data or Service User Account, (v) to not re-create any new or additional Service User Account in the event your original Service User Account is suspended or terminated in accordance with the terms hereof, and (vi) to not create an Service 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 Service 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 Service User Account, Service User Data, or password with or without your knowledge.

STORAGE OF SERVICE USER DATA ON AUDIUS PROTOCOL

YOU ACKNOWLEDGE AND AGREE THAT BECAUSE THE AUDIUS SERVICE IS OPERATED ATOP THE AUDIUS PROTOCOL, MOST SERVICE USER DATA AND CERTAIN OTHER INFORMATION YOU PROVIDE WHEN CREATING A SERVICE USER ACCOUNT AND WHEN YOU USE THE AUDIUS SERVICE, AS WELL AS ALL CONTENT THAT YOU UPLOAD VIA THE AUDIUS SERVICE, WILL BE STORED DIRECTLY ON, AND FORM PART OF THE BLOCKCHAIN LEDGER OF, THE AUDIUS PROTOCOL, WHICH IS IMMUTABLE, AND NOT ON COMPANY OWNED AND OPERATED SERVERS. WHILE COMPANY HAS THE ABILITY TO DE-LINK A SERVICE USER ACCOUNT AND AFFILIATED CONTENT FROM THE AUDIUS SERVICE, COMPANY WILL NOT BE RESPONSIBLE FOR MAKING EDITS TO OR DELETING ANY SERVICE USER DATA OR CONTENT FROM THE AUDIUS PROTOCOL (NOR WILL IT BE ABLE TO), EVEN IF A SERVICE USER NOTIFIES US THAT HE/SHE/THEY WISH TO TERMINATE HIS/HER/THEIR SERVICE USER ACCOUNT. WHILE CERTAIN SERVICE USER DATA ELEMENTS SUCH AS A SERVICE USER’S E-MAIL ADDRESS, ENCRYPTED WALLET SEED, A HASH OF A SERVICE USER’S E-MAIL ADDRESS COMBINED WITH PASSWORD INPUT ON FRONTEND, AND TRANSACTIONS RELAYED TO THE AUDIUS PROTOCOL ARE ALL COLLECTED AND STORED LOCALLY ON COMPANY SERVERS, ALL OTHER SERVICE USER DATA ELEMENTS, ALL CONTENT (INCLUDING A SERVICE USER’S “FAVORITES” AND LISTENING HISTORY), OR OTHER INFORMATION YOU LOG AND/OR UPLOAD TO THE AUDIUS SERVICE IS *NOT* STORED OR HOSTED ON COMPANY SERVERS, AND IS INSTEAD STORED ON AND WILL FORM PART OF THE BLOCKCHAIN LEDGER OF THE AUDIUS PROTOCOL. YOU THEREFORE EXPRESSLY ACKNOWLEDGE THE FOREGOING AND AGREE TO THESE TERMS WHENEVER YOU CREATE A SERVICE USER ACCOUNT, USE THE AUDIUS SERVICE, AND UPLOAD ANY CONTENT OR OTHER SERVICE USER DATA VIA THE AUDIUS SERVICE. FOR ADDITIONAL INFORMATION REGARDING WHERE CERTAIN SERVICE USER DATA AND OTHER COLLECTED AUDIUS SERVICE USAGE INFORMATION IS STORED IN CONNECTION WITH YOUR SERVICE USER ACCOUNT, PLEASE VISIT OUR [PRIVACY POLICY](#). FOR ADDITIONAL GENERAL INFORMATION REGARDING THE AUDIUS PROTOCOL AND HOW IT WORKS, PLEASE SEE ([HTTPS://DOCS.AUDIUS.ORG/](https://docs.audius.org/)).

4. 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 Platform 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 Platform 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 an \$AUDIO Token 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 \$AUDIO Token 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.

5. CREATORS

Content Defined

As used herein and throughout the Platform 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 Service 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 (subject to any \$AUDIO Token fee that may be imposed on Listeners, as applicable), 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 (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 Service 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 Platform 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 Service Users and additionally extended to such Node Operators. Moreover, the Content License granted hereunder includes the right for Company, other Service 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 \$AUDIO Token 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 Service 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 Audius Service Terms. 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 Service User Terms or have such record label or music publisher enter into the Platform Terms of Use directly by creating its own Service 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 Audius Service Terms. Additionally, if such feature is made available on the Audius Service, to the extent any Creator charges a Listener an \$AUDIO Token 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 \$AUDIO Token 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 certain functionalities and service offerings within 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 Platform 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](#).

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

AS REFERENCED IN SECTION 3 ABOVE, 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 VIA A CALL LINK PUSHED FROM THE AUDIUS PROTOCOL TO SUCH THIRD PARTY SERVICE 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 PLATFORM TERMS OF USE, BUT RATHER THE TERMS OF USE OF SUCH

THIRD-PARTY SERVICE. 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 SECTION 7 OF THE STANDARD 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 Service User Account, such Creator's Service User Account will be "blocked" by Company and no longer accessible or viewable by other Service Users, and any Content that has previously been uploaded or otherwise made available to other Service Users on the Audius Service by such Creator will be "de-linked" or otherwise disassociated from such Creator's Service 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 Service User Account Data, please visit our [Privacy Policy](#).

\$AUDIO Token Content Fees

The Platform may in the future introduce functionality that permits you, as a Creator, to impose an \$AUDIO Token fee on Listeners in order to: (i) enable Listeners to access, listen to or otherwise interact with Content that such Creator publishes or otherwise makes available on or through the Audius Service; or (ii) make specific uses of such Content via the functionalities available on the Audius Service. Such feature shall be subject to any terms and conditions established by the Governance Protocol and may be utilized via the applicable \$AUDIO Token settings associated with your Service User Account.

Creator Promotions & Contests

As a Creator you have the ability to host "remix" contests for your Content natively within the Audius Service, and we may in the future provide functionality for you to conduct other types of promotions and/or 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 Audius Service Terms. 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 Service 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 Audius Service Terms in connection therewith, and any Service 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 Service 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 Service User entrant, Company will have no control over how that Service User entrant may elect to use the Content-stem, and Company shall not be liable or responsible in any way for any Service User entrant's use of such Content-stem outside of the applicable "remix" Creator Contest rules, in violation of these Service User Terms, or any other unapproved use or misuse of such Content-stem by any applicable Service User entrant that Creator has made available for a "remix" Creator Contest. Each Creator expressly acknowledges that all Service 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 Service User entrant of any Content-stems once such Content-stems are downloaded. To the extent a Service 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 Service 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 Service User entrant onto such Service 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 Service User entrant, and each Creator that sponsors any such Creator Contest similar acknowledges and accepts all risks regarding any improper use by a Service User entrant of any such Content (or portions thereof) once downloaded.

Each Service User who elects to enter any Creator Contest represents and warrants that such Service User will comply with any and all Creator Contest rules, and further represents and warrants that as applicable, such Service User will not make use of any Content (or Content-stems or other portions thereof) that may be made available for download onto such Service 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 Platform Terms of Use.

Creator Infringing Content and DMCA Provision

Each Creator acknowledges and agrees that Company is merely a passive conduit for Content and that it plays no active role in the storage, distribution, maintenance, or presentation of Content on the Audius Service, nor is it under any obligation to monitor Content published or otherwise made available on or through the Audius Service by Creators and cannot and does not take any responsibility for such Content. Further, Company does not endorse, support or guarantee the completeness, accuracy or reliability of any Content or communications posted via the Audius Service or opinions expressed therein. Use of, or reliance on, any Content published or otherwise made available on or through the Audius Service is at your own risk. For the avoidance of doubt, Company will not be liable for any unauthorized use of Content by any other Service User or Node Operator providing services for the Platform. You acknowledge and agree that your submission of Content via the Audius Service does not create any new, or alter any existing, relationship between you and Company. **Please see Section 7 (Claims of Alleged Intellectual Property Infringement on the Platform and the Digital Millennium Copyright Act) of the [Standard Terms](#) for additional information on our DMCA practices and procedures.**

Notwithstanding the foregoing, pursuant to Section 7 of the [Standard Terms](#) 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, 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 Service 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 Service 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.

Creator Technical Requirements and Nodes

At the time of registration, each Creator will be assigned three (3) Content Nodes to host their Content via an automatic, algorithmic based assignment process that assigns these initial Content Nodes based on several factors including the optimal data transmission times between such Creator and such Content Nodes (i.e., ping time). The applicable initially assigned Content Node Operators will also be provided one or more IP address(es) and/or a fully-qualified domain name where each Creator's node can be reached to provide proxy re-encryption keys and ensure availability of its Content. Following Creator's registration, Creator may at any time update the Content Node Operator selections via Creator's Service User Account settings, and if not automatically assigned to start, each Creator may designate its own server system as one (1) of the three (3) Content Nodes hosting such Creator's Content; provided such Creator has separately registered as a Content Node Operator on the Audius Protocol. 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 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>.

6. \$AUDIO Token

\$AUDIO Token Wallet; Third Party Wallet

While creating a Service 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>.

After creating your Service User Account, we will issue you an \$AUDIO Token wallet ("**\$AUDIO Token Wallet**") with a personalized-encrypted address ("**\$AUDIO Wallet Address**") through which you will be able to receive and send \$AUDIO Tokens on and across the Platform via your Service 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 Service Users with an active Service User Account in the future.

By connecting your Third Party Wallet you can, among other features, display your NFT Items to other Service 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 Service 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 (subject to any \$Audio Token fee that may be imposed [to the extent such feature is offered by the Platform] to view or interact with such NFT Items, as applicable), 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 Service 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 Platform 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 Service Users (and as applicable, Node Operators).

How To Earn \$AUDIO Tokens; Features and Rewards

\$AUDIO Tokens may be distributed to Service Users in a variety of ways as set forth below, and you will have the ability to earn \$AUDIO Tokens by listening to Content and performing other functions in connection with the promotion of the Audius Service. One of the fundamental goals and values of the Platform is to ensure that \$AUDIO Tokens are being awarded and distributed to those Service Users who are providing the most value to the Platform, as measured via various metrics tracked by the Audius Protocol, as opposed to Service Users who are staking large amounts of \$AUDIO Tokens but not actively participating on the Platform. All

elements of issuance of \$AUDIO Tokens may be modified and adjusted through the Governance Protocol, and Company believes that using issuance as the roll-out model with respect to \$AUDIO Tokens is vital to the ongoing democratization and decentralization of the Platform.

\$AUDIO Tokens may also allow Service Users 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. Service Users are eligible for different profile badges (each a “**Service 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. Service User Badges and VIP Tiers are visible throughout the Audius Service and unlock certain social and feature benefits to Service Users. For example, a Service User Badge/VIP Tier may provide a certain aesthetic boost to the Service User’s Account profile, allowing a Creator a unique way to stand out among the crowd on the Audius Service. Service User Badges/VIP Tiers may also correlate to different features on the Audius Service.

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 Service 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.

We reserve the right to change or update the perks associated with Service User Badge levels and any features with respect to the Audius Service based on your VIP Tier at any time, in our sole discretion. 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 Service 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>.

\$AUDIO Rewards. The “**\$AUDIO Rewards**” program allows Users to earn \$AUDIO Tokens for certain achievements relating to your Content and Service User Account activity. \$AUDIO Tokens distributed pursuant to the \$AUDIO Rewards program may be subject to penalties or cancellation if a Service 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 Section 9 (Limitations on Audius Service Use). Your ability to receive \$AUDIO Rewards and any eligibility requirements therefor, 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 Service 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

Platform 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 Platform 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](#).

Exclusive User-Only Discord Community

Lastly, holding \$AUDIO Tokens in your Service 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 Service 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 Service User Account dashboard. This code confirms that you currently hold at least one (1) \$AUDIO Token in your Service 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 Service User Account on the Audius Service, please see the "\$AUDIO & Rewards" link in your Service User Account settings or visit the \$AUDIO Token webpage at <https://audius.org/token>.

7. PUBLIC INFORMATION; INTERACTION WITH OTHER USERS

Service Users, generally

The Audius Service enables Service Users to communicate and interact with other Service Users and publicly available Content and NFT Items, including, without limitation, by enabling Service Users to view NFT Items put on display, or listen, like, share, or re-post Content published by Creators, and Company may in the future implement functionality to enable Service Users to comment on Creator Content or displayed NFT Items, and to direct message other Service Users.

You acknowledge and agree that certain information that you provide in connection with the registration of your Service User Account and other Service 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 Service User Badge / VIP Tier (if any), certain Content or NFT Items that you like, which/how many Service Users you are following, which/how many Service Users are following your Service User Account, and any other content uploaded by you to the Audius Service through your Service User Account settings) will automatically become publicly viewable by all Service 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 through the Audius Service in any manner or otherwise providing Company with any "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). None of the foregoing shall obligate Company to actively screen the information that you provide.

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

Creators

Creators acknowledge and agree that any Content uploaded to the Audius Service will automatically become publicly available to all Service 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 Platform 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 Service 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 Service Users have liked/followed/listened to such Content. You may also publish your Content to TikTok via the API link made available by clicking on your Content and selecting the “TikTok” option.

8. NOTIFICATIONS/CONTACT

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](#). 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 Service 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.

9. LIMITATIONS ON PLATFORM USE

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 Service Users of the Audius Service, subject to these Audius Service Terms, or without the express prior written consent of Company, the applicable Creator, and/or the applicable third-party owner thereof, in each instance.

Without limiting the foregoing, and in addition to the restrictions set forth in Section 4 of the Standard Terms, while using the Audius Service, 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 Service Users, or use information learned from the Audius Service to otherwise defame, abuse, harass, stalk, threaten, bully, intimidate or mislead, or otherwise violate the legal rights of Company or any other Service User outside of the Audius Service.
- Upload Content to, or display NFT Items on, the Audius Service, or otherwise interact with other Service 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 Service 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 Audius Service Terms, 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 Service User's computer or mobile device.
- Conduct or forward surveys, contests, sweepstakes, giveaways, pyramid schemes, or chain letters, except as expressly set forth in Section 5 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 Service 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 Service User from using and enjoying the Audius Service.
- Imply or state that any statements you make are endorsed by Company or any other Service User, without the prior written consent of Company or such Service 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 Audius Service Terms.
- Remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by Company or any other Service 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 Service 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 Service 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 Audius Service Terms.
- Cause or induce any third-party to engage in the restricted activities above.

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 Audius Service Terms 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 Service Users that violates, or learn of any Service User who has violated, these Audius Service Terms 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 Section 10 below against Service Users who violate any of the above restrictions or any restrictions set forth in Section 4 of the Standard Terms.

10. UNLAWFUL ACTIVITY; SUSPENSION OR TERMINATION OF PLATFORM ACCESS

In addition to our reservation of rights set forth in Section 6 of the [Standard Terms](#), 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 these Service User Terms or any other act or omission by you that gives rise to a claim by Company, and our decision (due to technical or other reasons at our sole discretion) to permanently or temporarily de-link/disable (or not de-link/disable) your Service User Account, or our decision to permanently or temporarily de-link any of your Content from the Audius Service or instruct (or not instruct) Node Operators to remove, block, hide, or delete any of your Content, shall be without prejudice to, and shall not be deemed a waiver of, the foregoing.

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 Audius Service Terms. If we believe that your use of, or any Content published or otherwise made available by you through the Audius Service violates these Service User Terms, we may also contact you directly and request that you promptly cure your breach of these Service User Terms 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 Service 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 Audius Service Terms or any applicable law or that you have engaged in conduct that we determine to be inappropriate or unacceptable in our sole discretion, including, without limitation, any violation of the restrictions set forth in Section 10 above. We may also de-link/disable your Service 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 Service 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 Platform Terms of Use, which includes these Service User Terms, at any time by deleting your Service User Account and ceasing all use of the Audius Service. Please note that deleting your Service 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 Service User Account, and the Service 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 Service User Account, please login to your Service User Account on the Audius Service, and once inside your Service User Account profile, select "Delete Account".

Notwithstanding the foregoing, whether you voluntarily terminate your Service User Account or your right to use the Audius Service is terminated, limited, or suspended, all sections of the Platform 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 Platform Terms of Use.

11. REPEAT INFRINGERS AND "3 STRIKE" POLICY

Node Operators operate a system whereby Service 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 Service User Terms and/or the [Standard Terms](#). 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 Service User Terms and the [Standard Terms](#).

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 Service 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 Service User Terms and/or Standard Terms 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 Service User Account is subject to immediate permanent or temporary de-linking/disabling your Service 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 Service User Account and your Content, you will need to take and pass the Audius Copyright Infringement Quiz, which helps Service 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 Service 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 Service User Account will remain live. If you submit a counter notification, your Service 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 Service User Account will not be impacted. “**Verified Artist Account**” means a Service 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 Service User Terms and/or the Standard Terms. Sometimes an individual case of severe abuse of the Service User Terms and/or Standard Terms may result in the immediate de-linking/disabling (on a permanent or temporary, at the sole discretion of Node Operators) of your Service 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 Service 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 these Service User Terms and the Standard Terms.

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

12. SERVICE USER REPRESENTATIONS AND WARRANTIES

You, in your Capacity as a Service User, represent and warrant that: (i) (1) all Service 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, propriety rights and rights of publicity/privacy. You acknowledge and agree that you shall be solely responsible for all Service 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 Service User Data, Content, NFT Item, or other information from the Audius Service that Company determines, in its sole discretion, does not comply with the Platform Terms of Use, or for any other reason, without notice or liability to you.

You represent and warrant that any Content, Service 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.

13. INDEMNIFICATION

You hereby agree to indemnify, defend and hold harmless, the Company Parties defined in Section 9 (Limitation of Liability; Class Action Waiver) of the Standard Terms, 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) your use of, or inability to use, the Audius Service; and (ii) any breach of any representation, warranty, covenant or obligation of yours under these Audius Service Terms; (iii) any Service User Data or Content, NFT Item, or other information posted by you onto, or uploaded or linked by you to, the Audius Service; or (iv) your violation of any third-party right, including, but not limited to, any 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.

14. 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 Service 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 Service 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 is 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.