

BEATBLOX TERMS OF USE

These terms and conditions govern the use of the BEATBLOX Platform (Marketplace and Integrations).

If you do not accept this document and our Privacy Policy, you won't be able to use our product and services or navigate our website and Platforms.

BeatBlox SAS whose company identification number is: 219170310012 (hereinafter "BEATBLOX" or "the Company") is a legal entity incorporated under the laws of the República Oriental del Uruguay.

- address: F. García Cortinas 2357

- email for users attention: support@beatblox.org

Please read these Terms of Use of the BEATBLOX PLATFORM (the "**Terms and conditions**" or "**TOU**") carefully before using the Platform (**especially clauses "Best Practices" and "Disclaimers"**). By using or otherwise accessing the Platform, the user (hereinafter indistinctly also "you", "the user", "the artist" or "the final user" : (1) accept and agree to be bound by these TOUs; (2) accept that the Platform is in testing phase and that you use it at your own risk; (3) represent that you have the age required to use the Platform; (4) consent to the collection, use, disclosure, and other handling of information as described in the Privacy Policy, available here www.beatblox.org; (5) accept and agree with any additional TOUs of participation issued by BEATBLOX' from time to time. If you do not agree to the TOUs, then you must not access or use the Platform.

**Your relationship with us will be under Uruguayan law and jurisdiction.
These T&C include an arbitration clause.**

1. What does BEATBLOX do?

"BEATBLOX" connects **Artists** with their audiences ("**Final Users**") through virtuality by using several technologies and Platforms, offering new possibilities for Artists, fans and brands to interact, exploring new communication channels, and respectively to offer and consume products and services.

1.1. Marketplace

BEATBLOX offers a Marketplace where the Artists can offer and sell: contents and related licenses, products, merchandise, and services, including the form of Non Fungible Tokens (NFTs) implemented on a blockchain or any other technology.

The Marketplace can be located at BEATBLOX Platform, through which users will be able to reproduce (preview), make available the songs, and buy them if they wish.

- Content means: materials, art, design, music, and drawings (in any form or media, including, without limitation, video or photographs) in any content or merchandise embedded in NFT (Non Fungible Tokens). The content may include one musical work, song, or a selection of musical works, songs, album, or video rehearsal for example, or a digital asset (design related to the artist)

- Merchandise means: any items that are included in the purchase of an NFT that is not Content, including but not limited to tickets, vinyl records, music files, clothing, etc. Each content, merchandise, product, service, etc., listed will specify essential characteristics of the product or service, including if applicable, risks reference to the health and safety of consumers and manufacturer identification. NFTs are a unique digital object which shall be associated either with content, (including, but not limited to works, sound recordings, images, messages, comments, memes and other content) merchandise, product or services as BEATLOX may assign.

BEATBLOX uses several blockchain-based decentralized applications, among other technologies, so that you may find here NFTs, tokens, or other digital elements related to this technology. This technology enables the best experience and ensures that you receive authentic and unique content, and other rights granted by the Artists.

1.2. Virtual Environment in Decentraland - The BEATBLOX's District

BEATBLOX is the consignee of thirty four virtual land parcels represented by non-fungible tokens (NFT, ERC 721), which means it is unique and cannot be forged or duplicated, in Decentraland which is a Metaverse.

BEATBLOX Decentraland's land token has unique coordinates which represent a specific location on the Decentraland map.

As the consignee of such land parcel, BEATBLOX can buy, sell, lease or rent land at any time, peer-to-peer on the official Decentraland Marketplace, or via Opensea, or by other means subject to Decentraland terms and conditions, <https://decentraland.org/terms/> binding to BEATBLOX users when they access to the BEATBLOX's District. When users enter into Decentraland's virtual district user accepts all Decentraland's terms and conditions, either when user:

- 1) Enters through the Decentraland website, going to BEATBLOX's district through Decentraland's Metaverse drop-down list.
- 2) Through a click on our Platform which redirects them directly to our district in Decentraland's Metaverse.

BEATBLOX recreates real experiences for BEATBLOX's users (Artists, and Final Users) in Decentraland virtual environment, enabling them to enter into places such as:

- a) BEATBLOX marketplace in Decentraland, a market that replicates BEATBLOX Marketplace as described above in a gallery format.
- b) BEATBLOX Record store, where customers may purchase Vinyls, phonograms, merchandise, products, services, which may be embedded in NFTs. Artists can perform through their avatars and stream content to the sector.
- c) BEATBLOX Interactive Installations, which offer gamified experiences and interactive content, enabling users to explore new technologies and submerge in music-related games.
- d) BEATBLOX Open Air Venue, an open air space where artists can perform and stream their shows live. It is a place to share and bond with the community.
- e) BEATBLOX Atelier: where the Artist can exhibit and display their works, pieces of digital art, or other content, while interacting with final users, including fans, investors, collectors, patrons.
- f) BEATBLOX Huts & Stores: where users may interact with brands & labels in order to achieve strategic alliances, such as sponsorships, advertising, content marketing, or others.
- g) Meet and Greet instances, in places such as BEATBLOX Mountain Club, where artists interact with final users on an iconic mountain, which may boost encounters and sensory experiences in intimate sessions.

2. Who may use the Service?

BEATBLOX Platform users may be Artists, Artists' fans, Brands, or other users (Final Users).

Artist is a generator of work (digital artist content) accepted as BEATBLOX Artist by BEATBLOX

Brands can be any company or record label who submit or requests content to BEATBLOX to access Web 3.0 ecosystems.

The Final User is the Artist digital content consumer, artists follower, fan, etc.,

The Users may use the services if he/she are at least 13 years old; however, children may use the services under the parent or legal guardian supervision.

If you are under 18 years, you are aware that you will need adult (parents or guardians) supervision to make payments or spend time online, buy content, and merchandise, or other products, and services available.

The parents and adults in charge must supervise minors' online activity, which comprehends time of connection and users with whom they interact. Please have your parents and guardians read this Agreement with you.

If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use BEATBLOX, you are subject to the terms of this Agreement and responsible for your child's activity on the Platform.

You further represent that you are otherwise legally permitted to use the Platform in your jurisdiction including owning cryptographic tokens, and interacting with the Platform, and its Integrations. You further represent that you are responsible for ensuring compliance with the laws of your jurisdiction and acknowledge that BEATBLOX is not liable for your compliance or failure to comply with such laws. You further represent and warrant that all assets used by you have been lawfully obtained by you in compliance with all applicable laws.

3. Parents and Legal Guardians; Child Safety; Reporting NonPermitted Minor Content

If any parent/legal guardian (i) discovers that his/her child is using the Platform and/or has created an Account and such child is under the age of 13, or (ii) did not give permission, or no longer consents to, his/her child to use or continue using the Platform and such child is between the age of 13 and 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 child's primary residence), such parent/legal guardian can send us an email at compliance@beatblox.org to request that we remove and disable such child's Account, and if applicable, delete all data collected in connection with such child's Account and use of the Platform, and we will work with such parent/legal guardian to comply with such request as promptly as practicable.

4. How can I be part of the BEATBLOX Platform?

If you want to be part of the BEATBLOX Ecosystem, you need to complete the registration, accept BEATBLOX's TOUs and Privacy Policy.

Consider that you may need some hardware, software (such as a wallet), tokens, or cryptocurrencies to access some applications, services, or integrations. We will indicate when those requirements are needed and how you can check if you have them or the steps to take in order to meet them.

5. Special terms for ARTISTS, copyright's owners and/or the sound recording's owner

When Artist, Music Publisher and/or phono producer and/or a record label, upload/send/ and/or transfer content to BEATBLOX, it will be understood that they grant BEATBLOX a right to mint, exhibit, stream, and commercialize content, on their behalf, as the **copyright's owner and the sound recording's owner**, and grant to Final User the rights referred next, and/or timely referred in each NFTs' properties.

The Artist, Music Publisher and/or phono producer and/or a record label, as the **copyright's owner and the sound recording's owner** declare that he/she/they own all legal rights, titles, and interests in all intellectual property rights underlying the Content, including but not limited to copyrights and trademarks.

Artist, Music Publisher and/or phono producer and/or a record label as the **copyright's owner and the sound recording's owner**, expressly represent and warrant that their Digital Artist Content listed on BEATBLOX **contains only original content or** otherwise authorized for use by the Artist, Music Publisher and/or phono producer and/or a record label as the digital artist content **copyright's owner**, and does not contain unlicensed or unauthorized copyrighted content, including any imagery, design, audio, video, human likeness, or other unoriginal content not created by the Artist, Music Publisher and/or phono producer and/or a record label, not authorized for use by the Artist, Music Publisher and/or phono producer and/or a record label, not in the public domain, or otherwise without a valid claim of fair use, the Artist, Music Publisher and/or phono producer and/or a record label, further represents and warrants that it has permission to incorporate the unoriginal content.

As the copyright owner and the sound recording owner "you" (the Artist, and/or the Music Publisher and/or phono producer and/or a record label) warrant you have the right to reproduce, prepare derivative Digital Artist Content, distribute, make available to the public and display or perform the Digital Artist Content, Including as a mere example the right to reproduce sound recordings (and make mechanical reproductions of the musical works embodied in such sound recordings), and publicly perform and communicate to the public sound recordings (and the musical works embodied therein), all on a royalty-free basis; which means that you are granting BEATBLOX the right to Use Artist's Digital Content without the obligation to pay royalties to any third party, including, but not limited to, a sound recording copyright owner (e.g., phono producer or a record label), a musical work copyright owner (e.g., the author and/or a music publisher), a performing rights organization (e.g., ASCAP, BMI, SESAC, etc.), a collective management organization ("CMO") to collect and distribute digital performance royalties for sound recordings (e.g., SoundExchange), any unions or guilds, and engineers, producers or other royalty participants involved in the creation of Artist Content. If you are a composer or author of a musical work and are affiliated with a "CMO" then you must notify your "CMO" of the royalty-free license you grant to BEATBLOX through these TOUs to us. You are solely responsible for ensuring your compliance with the relevant CMO's reporting obligations. If you have assigned your rights to a music publisher, then you must obtain the consent of such music publisher to grant the royalty-free license(s) set forth in these TOUs or have such music publisher enter into these TOUs with us. Users should not presume that since you authored a musical work that you have all the rights necessary to grant us the licenses in these TOUs.

The artist, Music Publisher and/or phono producer and/or a record label, as the **copyright owner and the sound recording owner** understand, and agree that upload/share with BEATBLOX a Digital Artist Content, through BEATBLOX Platform constitutes an express and **affirmative grant to BEATBLOX**, its affiliates and successors (hereinafter also "BEATBLOX", of:

- **A power to mint and launch** on Artist's Behalf, non-fungible tokens (NFTs) associated with the digital artist content, host, store, distribute, reproduce one or more copies of the Digital Artist content within a distributed file keeping system, node cluster, or another database (e.g., IPFS) associating an NFT with the digital content stored in such databases or cause, direct, or solicit others to do so, and sell digital content, using the technology BEATBLOX discretionary deem most convenient, and BEATBLOX's own e-wallet to sell, and collect money by artist's order and account.

- A **non-exclusive, world-wide, assignable, sublicensable, perpetual, and royalty-free license** to make copies of, display, perform, reproduce, and distribute the Content associated to the NFT on any media whether now known or later discovered for the broad purpose of operating, promoting, sharing, developing, marketing, and advertising the Platform, or any other purpose related to BEATBLOX's service, including without limitation, the express right to: (i) display or perform the Content on the Platform, a third party platform, social media posts, blogs, editorials, advertising, market reports, on virtual galleries, museums, virtual environments (such as Decentraland), editorials, or to the public; (ii) create and distribute digital or physical derivative Digital Artist Content based on the Digital Artist Content; (iii) indexing the Digital Artist Content in electronic databases, indexes, catalogs; and (iv) hosting, storing, distributing, and reproducing one or more copies of the Content within a distributed file keeping system, node cluster, or other database (e.g., IPFS) or causing, directing, or soliciting others to do so.
- A Power **to sell on the** artist, Music Publisher and/or phono producer and/or a record label's **Behalf, NFTs** associated with Digital Artist content, in fiat currency, stable coins, or other cryptocurrency and receive in payment any kind of cryptocurrency that will be paid to the artist, Music Publisher and/or phono producer in fiat currency, stable coins, or another cryptocurrency.
When a sale is made, BEATBLOX may retain before any transfer of any payment to the artist, artist's Publisher and/or phono producer designated wallet or account, the corresponding commission and minting fees for sales, in primary and resales in secondary markets, and minting costs or and other costs. This process can be automated at BEATBLOX's sole discretion.
- To sell the NFTs in BEATBLOX's Marketplace and at Decentraland's BEATBLOX's District or any other virtual environment.
- As a marketplace, BEATBLOX cannot make any representation or guarantee that Artist, Publisher and/or phono producer and/or record label will achieve any particular outcome as the result of listing their Artist Digital Content on the BEATBLOX Platform.
- Artist, Publisher and/or phono producer and/or record label, accept that selling an Artist Digital Content associated with an NFT on BEATBLOX constitutes an express representation, warranty, and agreement that the copyright's owner and the sound recording's owner has not, will not, and will not cause another to sell, tokenize, or create another cryptographic token representing a digital collectible for the same Artist Digital Content, excepting, without limitation, the artist's ability to sell, tokenize, or create a cryptographic token or other digital asset representing a legal, economic, or other interest relating to any of the exclusive rights belonging to the Artist, Publisher and/or phono producer and/or record label, under copyright law.

6. Special terms for FINAL USERS

BEATBLOX uses several blockchain-based decentralized applications, among other technologies, so that you may find here NFTs, tokens, or other digital elements related to this technology. This technology enables the reception of pretended authentic and unique content. As a Final User, you shouldn't expect investment earnings or other kinds of gains, incomes, etc., further the art content available. BEATBLOX only develops its Ecosystem for entertainment purposes.

The NFT BEATBLOX Platform allows you to bid on, purchase, and otherwise transact in NFTs owned by Artist, Publisher and/or phono producer and/or record label. Any ARTIST's NFT that you acquire on the NFT Platform is not hosted or stored by BEATBLOX, but will be in your possession such as in your designated cryptocurrency wallet, and your ownership of the Company NFT will be recorded on the applicable public record (blockchain).

BEATBLOX has no obligation or liability to you for keeping, storing, or helping you recover any BEATBLOX NFT that you purchase hereunder.

6.1. Purchases on BEATBLOX MARKETPLACE.

By buying Artist Digital Content on our Marketplace, you may acquire declared authentic and unique digital content, in the same form that if you had purchased an authentic, unique physical album, a painting, or other kinds of art.

When you buy or resale Artist Digital content, or other product or services, you may be charged with costs and royalties. Each digital element will specify those charges.

Neither Artist Digital Content nor Tokens or other assets confer investment or credit rights.

You won't become part of our or Artists shareholders or have any corporate right over the Company or its products.

You shouldn't have expectations of earnings over our products or BEATBLOX's or Artists' profit distribution.

If you buy Artist Digital Contents, tokens, or other assets, assuming that you will be able to resale these at a higher price or other speculative reasons, you are mistaken.

When you purchase a "UNIQUE" or "EXCLUSIVE NFT", BEATBLOX will not sell by itself or on behalf of the artist, any other NFT featuring the same Artist Digital Content associated with such Unique NFT, but does not represent, warrant or guarantee that others have not created or downloaded their own copies of such Content. **If so, your NFT minted at BEATBLOX Platform will prove your ownership of that specific Artist Digital Content.**

Final Users who buy an NFT (in BEATBLOX's Market or secondary markets) will receive a cryptographic token representing such Artist Digital Content, will have a limited, worldwide: non-assignable, non-sublicensable, royalty-free license to display and share the Artist Digital Content, during the time the final user is the NFT owner, but do not have any legal ownership, right, or title to any copyrights, trademarks, or other intellectual property rights to the Artist Digital Content. **This license may change if other scope or rights are embedded into the particular NFT's attributes/properties.**

The license includes the right to display the Artist Digital Content privately or publicly: (i) for the purpose of promoting or sharing the Final User's purchase, ownership, or interest, (ii) for the purpose of sharing, promoting, discussing, or commenting on the Artist Digital Content; (iii) on third party marketplaces, exchanges, platforms, or applications in association with an offer to sell, or trade, the Artist Digital Content; and (iv) within decentralized virtual environments, virtual worlds, virtual galleries, virtual museums, or other navigable and perceivable virtual environments.

The license granted applies only to the extent that you continue to own the applicable purchased NFT. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of your Purchased NFT for any reason, the license granted will be transferred immediately without the requirement of notice, and you will have no further rights in or to the Content for those NFT.

Final User who buys Artist Digital Content has **the right to sell, trade, transfer**, or use their Artist Digital Content, but may **not nor authorize** any third party:

- a) make "commercial use" of Artist Digital Content, nor advertise, market, or sell any third-party product or service;
- b) modify, distort, mutilate, or perform any other modification to the Artist Digital Content.
- c) use the Artist Digital Content in connection with images, videos, or other forms that constitute an infringement of third party's rights.

The referred restrictions will survive the expiration or termination for any reason, of the referred license.

Final users irrevocably release, acquit, and forever discharge BEATBLOX and its subsidiaries, affiliates, officers, and successors of any liability for direct or indirect copyright or trademark infringement for BEATBLOX use of an Artist Digital Content in accordance with these Terms. The rights referred to are subjected to the marketplace cryptographically verifying each NFT owner's rights.

Other assets and services will be listed when they are available. You can check our Artists [here](#) and our events and services [here](#).

7. Artists, Brands, Copyright owners and/or sound recording owners performing or providing content for streaming at BEATBLOX virtual locations.

Artists, Brands, music publishers and/or phono producers and/or record labels will have the opportunity to either be invited, to perform as part of their launch strategy or to apply for performing through their avatars at BEATBLOX virtual spaces. For this, BEATBLOX would require performing artists, brands, music publishers and/or phono producers and/or sound recording owners to submit content, so it can be streamed in to our virtual spaces screens during performances or as part of an event.

Artist, Brands, Music Publisher and/or phono producer and/or a record label as the **copyright's owner and the sound recording's owner**, expressly represent and warrant that their Digital Artist Content submitted to BEATBLOX **contains only original content** or otherwise authorized for use by the Artist, Brand, Music Publisher and/or phono producer and/or a record label as the digital artist content **copyright's owner**, and does not contain unlicensed or unauthorized copyrighted content, including any imagery, design, audio, video, human likeness, or other unoriginal content not created by the Artist, Music Publisher and/or phono producer and/or a record label, not authorized for use by the Artist, Music Publisher and/or phono producer and/or a record label, not in the public domain, or otherwise without a valid claim of fair use, the Artist, Music Publisher and/or phono producer and/or a record label, further represents and warrants that it has permission to incorporate the unoriginal content.

As the copyright owner and the sound recording owner “you” (the Artist, Brand and/or the Music Publisher and/or phono producer and/or a record label) warrant you have the right to reproduce, prepare derivative Digital Artist Content, distribute, make available to the public and display or perform the Digital Artist Content, Including as a mere example the right to reproduce sound recordings (and make mechanical reproductions of the musical works embodied in such sound recordings), and publicly perform and communicate to the public sound recordings (and the musical works embodied therein), all on a royalty-free basis; which means that you are granting BEATBLOX the right to Use Artist's Digital Content without the obligation to pay royalties to any third party, including, but not limited to, a sound recording copyright owner (e.g., phono producer or a record label), a musical work copyright owner (e.g., the author and/or a music publisher), a performing rights organization (e.g., ASCAP, BMI, SESAC, etc.), a collective management organization (“CMO”) to collect and distribute digital performance royalties for sound recordings (e.g., SoundExchange), any unions or guilds, and engineers, producers or other royalty participants involved in the creation of Artist Content. If you are a composer or author of a musical work and are affiliated with a “CMO” then you must notify your “CMO” of the royalty-free license you grant to BEATBLOX through these TOUs to us. You are solely responsible for ensuring your compliance with the relevant CMO's reporting obligations. If you have assigned your rights to a music publisher, then you must obtain the consent of such music publisher to grant the royalty-free license(s) set forth in these TOUs or have such music publisher enter these TOUs with us. Users should not presume that since you authored a musical work that you have all the rights necessary to grant us the licenses in these TOUs.

In order to comply with collective management organizations, BEATBLOX might require at any given time, the list of tracks included in the Artist, Brands, Music Publisher and/or phono producer and/or a record label submitted content .

8. User content

Users Content” means: materials, comments, ideas, feedback, that Users upload/ share with other users, Artists, BEATBLOX or recipients, through the Platform, excluding “Artist Digital content” (collectively, “User Content”).

As a User, you represent and warrant that you own all right, title, and interest in and to such “User Content”, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any “User Content” you hereby grant and will grant BEATBLOX, and its affiliated companies a nonexclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Platform or the promotion, advertising or marketing thereof in any form, medium or technology now known or later developed.

Any user content provided by users to BEATBLOX or to Artist, and/or music publisher and/or record label through the Platform are non-confidential and BEATBLOX and ARTIST, publisher and/or record label are authorized to use those in their communications, materials, publicity and other, for any purpose, commercial or otherwise, without acknowledgment or compensation to user.

9. Intellectual Property Rights of BEATBLOX

BEATBLOX retains all right, title and interest in and to the Platform and BEATBLOX’s, Content, including intellectual property rights, trademarks, copyrights, and any other right. BEATBLOX content excludes those contents defined as “Artist Digital content” or “users content”), throughout the world, in perpetuity. The Content and all intellectual property rights in and to the Platform are considered “Platform IP”.

10. Noncustodial

BEATBLOX offers a Marketplace for Content,

a) considering Final Users:

BEATBLOX does not buy, or ever take custody or possession of any Content, assets, wallets, etc. The Platform facilitates Artist content’s digital distribution, and final user’s collection of Artist Digital Content, but neither BEATBLOX nor the Platform are custodians of any Artist Digital Content purchased by the referred final users. You affirm that you are aware and acknowledge that BEATBLOX is a non-custodial service provider and you have designed this Platform to be directly accessible by you without any involvement or actions taken by BEATBLOX or any third-party.

b) considering Artists, and/or music publisher and/or record label:

BEATBLOX mint and sell Digital Artist Content on Artist’s, and/or music publisher and/or record label behalf, and considering these terms and conditions that are understood to be Artist’s, and/or music publisher and/or record label instructions, once Digital Artist content is sold in BEATBLOX Marketplace and paid to Artist, and/or music publisher and/or record label BEATBLOX will no be a custodial service provider.

The Platform facilitates User collection of NFTs, but neither BEATBLOX, its affiliates or the Platform, are the custodians of any User-owned NFTs or any cryptocurrencies. You affirm that you are aware and acknowledge that BEATBLOX is a noncustodial service provider

and has designed the Platform to be directly accessible to NFT transactions by the Users without any involvement or actions taken by BEATBLOX or any third party.

11. Copyright Complaints

BEATBLOX respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify BEATBLOX of your infringement claim in accordance with the procedure set forth below. BEATBLOX will process and investigate notices of alleged infringement and will take appropriate actions under the applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to BEATBLOX's Agent copyright@beatblox.org

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Platform, with enough detail that we may find it on the Platform;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Counter-Notice: If you believe your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of Montevideo, Uruguay and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, BEATBLOX will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, BEATBLOX has adopted a policy of terminating, in appropriate circumstances and at BEATBLOX's sole discretion, Users who are deemed to be repeat infringers. BEATBLOX may also at its sole discretion limit access to the Platform and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

12. What fees does BEATBLOX charge?

Auction. The terms and mechanics of the Auctions are set forth in xxx and incorporated into these Terms.

Fees. The Fees for an initial sale of Digital Content on BEATBLOX is as follows:
Fees for initial sales:

- Artist receive 90% of the total sale price of an Initial Sale, less minting and transaction fees.
- BEATBLOX receive and may retain, as a commission for the rendered services, a 10% of the total sale price of an Initial Sale.
- You agree and understand that BEATBLOX reserves the right to pay fees, commissions, and royalties, through automated payment processors, or third party's technology.

Fees for secondary and further sales:

- Seller receives 85% of the total sale price of a Secondary Sale.
- Artist may set secondary sales commissions up to 10% of the total sale price of a Secondary Sale.
- BEATBLOX receives and may retain, as a commission for the rendered services, 5% of the total sale price of a Secondary Sale.

You agree and understand that all fees, commissions, and royalties are transferred, processed, or initiated directly through one or more of the smart contracts on the Polygon blockchain network.

BEATBLOX may collect on artists, and/or music publisher and/or record label behalf, fees, and royalties for transactions occurring outside BEATBLOX.

Users irrevocably release, acquit, and forever discharge BEATBLOX and its subsidiaries, affiliates, officers, and successors of any liability for royalties, fines, or fees not received from any off-market transaction.

BEATBLOX does not ensure that you will be able to resale the assets mentioned above in open and secondary markets like exchanges or P2P (peer-to-peer). If it happens, you expressly acknowledge that these may lose all their value in the future.

All transactions on BEATBLOX, including without limitation minting, tokenizing, bidding, listing, offering, purchasing, or confirming, are facilitated by third technology providers who are beyond BEATBLOX control.

The Technology may require payment of transaction fees for every transaction occurring on the network. The value of this cost (for example Gas Fee, often unpredictably) is entirely outside of the control of BEATBLOX. This agreement, or other transaction on BEATBLOX Platform, may not be invalidated, revocable, retractable, or unenforceable on the basis that the referred costs, including Gas Fee for the given transaction was unknown, too high, or unacceptable.

Taxes. Users are responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority, "associated with your use of BEATBLOX (including, without limitation, any taxes that may become payable as the result of your ownership, transfer, purchase, sale, or creation of any Contents).

13. Auction Terms.

BEATBLOX may sell Artist's NFTS as part of an auction.

Final user must pay for the purchase via the currency set forth by BEATBLOX, which may be in dollars or cryptocurrency.

BEATBLOX may set minimum bid amounts for any NFT auction. As soon as you place and confirm your bid amount, you agree that you may not, under any circumstances, amend, retract or revoke your bid. BEATBLOX is not responsible for any errors made in your bidding. BEATBLOX reserves the right, in its sole and absolute discretion to reject, revoke or refuse to accept any bid (even those that have been previously accepted); to withdraw an Artist's NFT from being eligible for purchase, whether during or after the sale, including for failing to meet any reserve prices; to restart or continue the bidding even if the bidding has finished; or in the case of error or dispute and whether during or after the sale, to continue the bidding, determine the successful bidder, cancel the sale of the lot, or re-offer and re-sell any lot. If any dispute relating to bidding arises during or after the sale, BEATBLOX's decision in exercise of this option is absolute and final. Bids may only be submitted between the dates and times specified for BEATBLOX NFTS, or as otherwise permitted by BEATBLOX in its sole discretion.

14. Support

We will provide you with web-based support only, which may include e-mail, web forums, and knowledge-based support. We will not provide telephone or live help. Our support e-mail is support@beatblox.org

15. Refund and cancelation policy

1. If you bought during the drop sale and BEATBLOX finally doesn't launch the Ecosystem, we will refund 100 % of the price you paid or transfer an equivalent NFT..
2. After that drop sale period there will not be refunds of any type, even though it closes its commercial activities.
3. When you buy Artists Digital Content or other product or services from us, you can cancel your purchase within five working days, as long as you fulfill all the applicable legal and regulatory requirements. If you cancel the purchase, you have to return the product or service according to our instructions, and we will refund you the price you paid in USDT, USDC, DAI, FRAX. You'll be charged with transaction costs. This stipulation is not applicable when the final user obtains Digital Assets, products, or services from Third Parties marketplaces, P2P, etc., in which cases BEATBLOX will have no responsibility.
4. We reserve the right to refuse or cancel Digital Artist Content, products, or services purchase requests at any time at our sole discretion. To the extent that we do so, we will refund your price. In this case, each party will bear its transaction costs.

16. Best practices

In order to have the best experience, we advise you to consider the following points seriously.

1. **Do not trust Third Parties** (providers, payment processors, etc.) that are not listed on our website www.beatblox.org Always check on our website our partners, team, providers, marketplaces, etc. If someone offers you any product on behalf of BEATBLOX, you shouldn't accept it until you have confirmed that it is an authorized party.
2. **Select a good wallet:** You should use a reliable wallet.
3. **Take care of your cybersecurity:** when you are navigating on the internet and interacting with others, you should adopt some special measures: i) protect your privacy; ii) protect your passwords and wallets; do not use the same password for more than one service. BEATBLOX will never require you to introduce your credentials through messages or e-mails, do not trust that kind of communication.
4. **Do not share your private key and password.** Your private key is what you use to sign transactions, so it grants you custody over the funds and/or content associated

with your account. You never really hold Digital Assets; you have private keys, the funds and/or content are always on the ledger.

5. **Please, pay attention to regulation:** We are of the opinion that our Digital Arts, product, and services are utilities. Furthermore, we do not identify a specific restriction for our business model. Nevertheless, countries could adopt specific regulations regarding Artist's Digital Content, Virtual Assets, and related products or services, including taxation and AML/CFT compliance. BEATBLOX values include regulatory compliance, so we shall modify this T&C and Privacy Policy to fulfill future relevant laws and the best practices to the extent considered. You are responsible for compliance with your regulation when it is applicable, including tax declarations and payments.

17. Disclaimers: READ VERY CAREFULLY THE FOLLOWING TERMS

Our users are the most important because BEATBLOX can't be a great community without you.

Notwithstanding, several aspects are out of our control, so we can't assume any responsibility for those. Please, read the following points carefully.

1. **"As is" conditions:** The Platform is provided on an "as is" and "as available" basis and may contain defects and software bugs. You are advised to safeguard important data, property and content, to use caution, and not to rely in any way on the correct or secure functionality or performance of the Platform. BEATBLOX MAKES NO WARRANTY THAT (I) THE PLATFORM WILL MEET YOUR REQUIREMENTS, (II) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, PLATFORMS, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PLATFORM WILL MEET YOUR EXPECTATIONS.
2. **Third-party services or devices providers:** We are not responsible for losing funds using a third-party payment processor, wallet provider, centralized or decentralized exchange, Decentraland, IPFS servers, etc. BEATBLOX **does not own or control any third party site, product, or service that you might access, visit or use for the purpose of enabling you to use the various features of the Platform. We will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties.** None of these actions may be understood to be carried out by BEATBLOX on his own behalf, but shall be understood to be done on behalf and instructions of the Artists.
3. **Polygon and Ethereum Network:** We deployed BEATBLOX Platform over Polygon decentralized infrastructure, Ethereum Layer 2, for minting, content and bid management process of the NFTs. Nowadays, Polygon and Ethereum are strong communities but are decentralized third parties, and we don't have any control over them. Our technical team will evaluate the Networks status constantly. We reserve the right to migrate the content embedded in digital objects, such as NFTs, tokens, etc., from those protocols to any other protocol that may or may not currently exist for any reason. If migration takes place, your NFTs or other tokens will be replaced, and your wallet address may change. The previous Tokens will no longer receive support. In case that BEATBLOX ceases its commercial activities, as a result of a relevant event, and additionally POLYGON and/or ETHEREUM and/or IPFS (or other protocol involved) suffers its extinction, the Artist will be allowed to exercise the referred rights.

It must be considered as a relevant event, when BEATBLOX enters into any composition with its creditors or (being a company), enters into liquidation whether compulsory or voluntary (other than for the purposes of solvent reconstruction or amalgamation) or a petition is presented or has a receiver or administrative receiver appointed over all or any part of its assets or undertaking or a petition is presented for a judicial or other administration order; BEATBLOX ceases or threatens to cease to trade.

4. **Technical decisions:** As a part of our technical discretion, we will adopt the decisions needed to deliver the best experience.
5. **Your contact data:** If changes that affect you occur, we will notify you in advance and indicate all the following steps. For that, having your personal and contact data updated is vital.
6. **Your security measures:** for keeping your digital assets secure, you must adopt several security measures, for example, providing a secure password, keeping in secret your private key and password, identifying and avoiding phishing strategies, among others. If you fail to protect your cybersecurity, BEATBLOX is not responsible for any loss, security breach, etc.
7. **User skills:** Before you acquire any Digital Art, Tokens, product or services you should have a piece of minimum knowledge of their functionality. If you do not have sufficient knowledge about this topic, please do not get involved in the Ecosystem until you learn basic user skills. You can read our blog or contact our team for further information.
8. **Digital Art and Token transactions:** we do not control P2P operations or tokens trading at marketplaces. You are aware that the transactions are irreversible, and you only can claim before your transaction counterparty.
9. **KYC and other due diligence procedures:** We reserve the right to conduct due diligence procedures for our users. It may involve identity verification, the origin of the funds, and any other measure required by relevant law. If you refuse to collaborate with us in such procedures, we will cancel your user account. If you purchase a high amount of tokens, we reserve the right to conduct intensified due diligence procedures. Also, if we identify that you are buying Digital Artist Content, NFT'S, tokens, or other product or services through BEATBLOX marketplace, for illicit purposes, we will take suitable legal actions.
10. **Assumption of Risks.** You acknowledge and agree that there are risks associated with purchasing and holding NFTs and using blockchain technology. These including, but are not limited to, risk of losing access to NFT due to loss of private key(s), custodial error or purchaser error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory intervention in one or more jurisdictions, risks related to token taxation, risk of personal information disclosure, risk of uninsured losses, unanticipated risks, and volatility risks. The prices of collectible blockchain assets are extremely volatile and subjective and collectible blockchain assets have no inherent or intrinsic value. Each Company NFT has no inherent or intrinsic value. There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your electronic wallet. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using any blockchain network, however caused. Upgrades to any blockchain network or hard forks in such networks, or a change in how transactions are confirmed on such blockchain networks may have unintended, adverse effects on all blockchains, including any that are related to your Company NFTs. Any purchase or sale you make, accept or facilitate outside of the NFT Platform of an NFT will be entirely at your risk. We do not control or endorse purchases or sales of NFTs outside of the NFT BEATBLOX Platform. We expressly deny and disclaim any liability to you and deny

any obligation to indemnify you or hold you harmless for any losses you may incur by transacting, or facilitating transactions, in NFTs outside of the NFT Platform.

10.1. Risk of Regulatory Actions in One or More Jurisdictions

The Platform and its tools be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit your ability to access or use the Platform or associated blockchain.

10.2. Risk of Weaknesses or Exploits in the Field of Cryptography

You acknowledge and agree that cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to the Platforms, and its contents, which could result in the theft or loss of your cryptographic tokens or property, among other potential consequences. By using the Tools you acknowledge and agree to undertake these risks.

10.3. Use of Crypto Assets

Crypto assets are highly volatile due to many factors including but not limited to popularity, adoption, speculation, regulation, technology and security risks. You acknowledge and agree that the cost of transacting on such technologies is variable and may increase at any time. BEATBLOX cannot be held liable for changes and fluctuations in value or increased costs of crypto assets.

There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections failure or problems, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that BEATBLOX will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the BEATBLOX'S Network or any third party sidechain or similar device for processing transactions, however caused.

18. Indemnity and Release

You agree to release, indemnify and hold BEATBLOX and its affiliates and their officers, employees, directors and agents (collectively, "Indemnitees") harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Platform, any User Content, your connection to the Platform, your violation of these Terms of Service or your violation of any rights of another. Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Indemnatee from or against any liability, losses, damages or expenses incurred as a result of any action or inaction of such Indemnatee.

19. Limitation of Liability:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT BEATBLOX WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, LOSS IN VALUE OF ANY DIGITAL CONTENT, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF BEATBLOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE PLATFORM; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND PLATFORMS RESULTING FROM ANY DIGITAL CONTENT,

GOODS, DATA, INFORMATION OR PLATFORMS PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE PLATFORM; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PLATFORM; OR (V) ANY OTHER MATTER RELATING TO THE PLATFORM. IN NO EVENT WILL BEATBLOX'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID BEATBLOX IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PLATFORM OR WITH THESE TERMS OF PLATFORM, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE PLATFORM.

20. Termination rights

You agree that BEATBLOX, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Platform and remove any content within BEATBLOX'S Platform, for any reason, including, without limitation, for lack of use or if BEATBLOX believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Platform, may be referred to appropriate law enforcement authorities. BEATBLOX may also in its sole discretion and at any time discontinue providing the Platform, or any part thereof, with or without notice. You agree that any termination of your access to the Platform under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that BEATBLOX may immediately deactivate or delete your account and all related information and files in your account and/or ban any further access to such files or the Platform. Further, you agree that BEATBLOX will not be liable to you or any third party for any termination of your access to the Platform.

21. Intellectual Proprietary Rights

We are the owners or have obtained the corresponding rights to use all our content, software, and trademarks. You may not use any of our content, software, name, logo, trademark, etc., except with our express, prior, written consent and under certain limited conditions.

22. Dispute resolution agreement: Arbitration

When a disagreement arises between you and BEATBLOX, we will make our best effort to arrive at an amicable settlement. Before you make a claim, please, send us an e-mail to compliance@beatblox.org.

If we cannot resolve a claim through an amicable settlement, it will be finally and exclusively resolved by binding arbitration.

The disagreement in this field might involve specific technical matters that ordinary courts are not prepared to solve, so we include this arbitration clause to guarantee that private arbitrators will fully understand the controversy.

YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT.

The arbitration shall be commenced and conducted under the Arbitration Rules of Liga de Defensa Comercial (LIDECO) and, where appropriate, the LIDECO's abbreviated procedure.

The arbitration will take place in the Republic of Uruguay and will be solved according to Uruguayan laws.

23. Modifications to this T&C

We may modify these T&C and the Privacy Policy at any time by, at our option, posting a revised version on our website. We also will notify you in advance by e-mail. The modified provisions will become effective five working days after the communication.

The most current version of these Terms will be posted on the Site. You shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Tools by you after any modification to the Terms constitutes your acceptance of the Terms of Use as modified.

