# **TERMS AND CONDITIONS**

### Welcome to SoundLink!

These are the terms and conditions for:

- SoundLink application (SaaS)
- <a href="https://thesoundlink.com">https://thesoundlink.com</a>

By using the platform, you agree to these terms and conditions and our privacy policy. In these terms and conditions, the words "platform" refers to the SoundLink application and the SoundLink website together, "we", "us", "our" and "SoundLink" refers to SoundLink and "you" and "user" refers to you, the SoundLink user.

The following terms and conditions apply to your use of the platform. This includes mobile and tablet versions, as well as any other version of SoundLink accessible via desktop, mobile, tablet, social media or other devices.

PLEASE READ THESE CONDITIONS CAREFULLY BEFORE DOWNLOADING AND USING THE FUNCTIONALITIES AVAILABLE ON THE PLATFORM.

## 1. ACCEPTANCE OF TERMS

By using the platform, you agree to be bound by this agreement. If you do not agree to the terms of this agreement, you must not use our platform. We may modify this agreement from time to time, and such modification will be effective upon posting on the platform. You agree to be bound by any modification of these terms and conditions when you use SoundLink after the posting of such modification; therefore, it is important that you review this agreement regularly.

Use of the platform is not intended for children under the age of 13. In the case of children under the age of 18 and over the age of 13, it is the responsibility of the parent or legal guardian to determine whether use of the platform is appropriate for their child or ward.

By downloading and using the platform, you represent and warrant that you have full right, power and authority to enter into this agreement and to fully perform all of your obligations hereunder. You further represent and warrant that you are not under any legal incapacity or contractual restriction that would prevent you from entering into this agreement.

# 2. NOTIFICATIONS

By providing your email address to SoundLink, you agree that we may use your email address to send you notifications and other messages, such as changes to platform functionality, news and special content. If you do not wish to receive these emails, you may opt-out of receiving them by submitting your unsubscribe request through the contact information or by using the

"unsubscribe" option in the emails. Unsubscribing may prevent you from receiving notifications and emails about updates, news or special content related to SoundLink.

### 3. USE OF THE PLATFORM

The SoundLink platform is designed to facilitate the meeting and collaboration between artists, specifically producers and rappers. By creating a profile on our platform, users can present their art, skills and musical preferences. In addition, it allows them to explore and view profiles of other artists, thus enhancing the possibility of discovering compatible collaborators for musical projects.

SoundLink's fundamental purpose is to foster creative connections and facilitate artistic collaborations. To this end, we offer a "match-making" feature, which allows users to connect with others who share similar musical interests and goals. Once matched, users can communicate and plan musical collaborations, exchange ideas or even share projects and tracks.

We are committed to maintaining an environment of respect and professionalism. Therefore, we expect all users to act with integrity and respect towards other members of the community. Any misuse of the platform, such as harassment, copyright infringement or unprofessional behavior, may result in the suspension or removal of the user's profile.

## 4. USER PROFILE

When registering on SoundLink, each user must create a personal profile. This profile will be your letter of introduction to the artist community and should include relevant information such as your artistic name, musical genre, previous experiences, work samples and any other information you consider useful to establish connections and collaborations.

The user is responsible for the accuracy and veracity of the information provided in his/her profile. SoundLink is not responsible for the authenticity of the data provided by users or the consequences of false or misleading information.

Users are expected to maintain respectful and professional behavior in all interactions within the platform. Inappropriate, offensive or copyright infringing content will be removed and may result in suspension or termination of the user's profile.

The user's profile is personal and non-transferable. Each user is responsible for maintaining the confidentiality of his or her account and password, as well as for all activities that occur under his or her profile. In the event that any unauthorized use of your profile or breach of security is detected, you must immediately notify SoundLink.

SoundLink reserves the right to modify, reject or delete any profile that does not comply with the terms and conditions of the platform, or that is deemed inappropriate or harmful to the user community.

# 5. ACCOUNT

Users will be able to register and open an account on the platform. You are responsible for maintaining the confidentiality of your password and account information, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify SoundLink of any unauthorized use of your password or account or any other breach of security, and to ensure that you log out of your account at the end of each session. You may never use another user's account without SoundLink's prior authorization. SoundLink will not be liable for any loss or damage arising from your failure to comply with this agreement.

Users may cancel their accounts at any time and for any reason through the account settings or by sending us their request through our contact information. Such cancellation will only result in the deletion of the account and the deletion of all personal data provided to SoundLink. SoundLink reserves the right to terminate your account or your access immediately, with or without notice, and without any liability to you, if SoundLink believes that you have violated any of the provisions contained in these terms and conditions.

## 6. SUBSCRIPTIONS

SoundLink users have the option to purchase a monthly billing subscription. This subscription allows the user to access and view up to 50 profiles per day, facilitating extensive exploration and connection with other artists on the platform.

The subscription will automatically renew and be billed each month on the corresponding billing date. The charge will be made via the payment method selected by the user at the time of subscription. Accepted payment methods include credit/debit card, PayPal, Apple Pay and Google Pay.

Users may cancel their subscription at any time through their SoundLink account settings. The cancellation will take effect for the next billing cycle, meaning that the user will be able to continue enjoying the benefits of the subscription until the end of the current billing cycle. Once cancelled, the subscription will not be renewed for the next billing cycle and no further automatic charges will be made.

It is the user's responsibility to ensure that their payment method is up to date and has sufficient funds to cover the cost of the subscription. In the event that payment cannot be processed, SoundLink reserves the right to suspend access to subscription services until payment is successfully completed.

## 7. RULES AND PROHIBITIONS CLAUSE

Our goal is to provide a safe, respectful and enjoyable experience for all of our users. To maintain this environment, it is essential that all users comply with the following rules and refrain from the prohibited activities listed below:

- Respectful and Appropriate Behavior: All users are expected to treat each other with
  respect and dignity. Offensive behavior, including harassment, insults, threats, verbal or
  physical abuse, and any form of discrimination based on race, gender, sexual
  orientation, religion, national origin, disability or age is prohibited.
- **Honesty and Transparency:** Users must provide honest and accurate information in their profiles. The creation of false profiles, impersonation, and the use of misleading or fraudulent information is prohibited.
- **Inappropriate Content:** Posting or sharing content that is obscene, pornographic, violent, illegal, offensive or otherwise inappropriate is strictly prohibited. This includes images, texts, videos and any other type of communication.
- Privacy and Confidentiality: Users must respect the privacy of other users. Sharing
  personal or contact information without the express consent of the person involved is
  prohibited. Likewise, the use of information from the application for unauthorized
  purposes is prohibited.
- Illegal or Fraudulent Activities: Any activity that is illegal or promotes illegal conduct, including scams, fraud, and the promotion of or participation in illegal activities, is strictly prohibited.
- Spam and Commercial Use: Use of the platform for unauthorized commercial activities, including advertising, spamming, selling goods or services, or any other type of commercial promotion without the explicit permission of the application administration is prohibited.
- Security and Suspicious Activity Reporting: Users must contribute to the security of the
  community by reporting any suspicious activity or profiles that violate the established
  rules.

Failure to comply with these rules and prohibitions may result in the suspension or removal of the user's profile, at the discretion of the application administration. We reserve the right to take any action necessary to protect the safety and well-being of our user community.

# 8. USER CONTENT

Some features of the platform may allow users to provide content such as music and information. The user retains copyright or any rights they may have in the content they provide through the platform. SoundLink is not responsible for the accuracy, safety or legality of the content posted on the platform by users. Users are solely and exclusively responsible for their content and the consequences of its publication. By providing content and information through the platform, the user grants SoundLink a worldwide, non-exclusive, royalty-free, fully paid-up right and license to host, store, transfer, display, perform, reproduce and modify the user content for the sole purpose of displaying it through the platform and to the general public.

SoundLink is not responsible for the content of the user. The user is solely responsible for the content and the consequences of providing content through the platform. By providing content through the platform, you affirm, represent and warrant that:

- You are the creator and owner of the content you provide through the platform, or have the necessary licenses, rights, consents and permissions to authorize SoundLink to publish and display your content through the platform.
- Your content does not infringe, violate or misappropriate any third party right, including
  any copyright, trademark, patent, trade secret, moral right, right of privacy, right of
  publicity or any other intellectual property or proprietary right.
- Your content does not defame, libel or invade the privacy, publicity or other proprietary rights of any other person.
- Your content does not cause SoundLink to violate any law or regulation.
- Your content could not be considered by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful or otherwise inappropriate.

### 9. CONTENT MONITORING

SoundLink may, at any time and without prior notice, filter, remove, edit or block any user content that, in our sole judgment, violates these terms and conditions or is otherwise objectionable, including removing any user profile that violates these terms and conditions. If a user or content owner notifies us that user content allegedly does not conform to these terms, we may investigate the allegation and determine in our sole discretion whether to remove the user content, which we reserve the right to do at any time and without notice. You acknowledge and agree that SoundLink reserves the right to, and may from time to time, monitor all information transmitted or received through the platform for operational and other purposes.

## 10. CHAT AND MESSAGING

The platform contains chat areas or messaging services to enable communication between users. The user may only use the chat or messaging service to send and receive messages that are relevant and specific to the purposes of the platform. The user may NOT use the chat or messaging service available on the platform to perform any of the following actions:

- Send messages that are defamatory, violent, profane, harassing, obscene, threatening
  or messages that otherwise violate the legal rights of users or third parties, including
  SoundLink staff.
- Send messages of a sexual or pornographic nature.
- Send messages that promote illegal activities.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Impersonate another person or user or allow any other person or entity to use your account to send messages or otherwise use your account.
- Repeatedly send the same message. Spamming is strictly prohibited.
- Imply or assert that any statement you make is endorsed by SoundLink, without SoundLink's prior written consent.

- Send offensive and/or harmful messages, including, but not limited to, content that advocates, supports, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals.
- Use the platform to collect personal data from users.

Any breach or violation of the provisions contained in these terms may result in the suspension of the offending user's account, with or without notice and without the right to compensation.

# 11. "REPORT PROFILE" FUNCTION

Users may use the "Report Profile" function available on each user's profile, if the user believes that the reported user is in violation of the rules and terms and conditions described in this document. SoundLink will evaluate the reports and make a decision based on the violations committed by the reported user. The "Report Profile" feature helps to create a safe and secure environment for users and should be used with full responsibility and restraint.

Users will also be able to block or delete any user. The option to block or delete is available in each user's profile. Blocked users will no longer be able to access or communicate with that user's profile and deleted users will no longer appear in the conversation list, although they will be able to communicate with the user.

### 12. BANS AND DATA RETENTION

We are committed to maintaining a safe and respectful environment for all users. To ensure this, we implement behavior and usage policies that all users must follow. In the event that a user violates these policies, we reserve the right to ban the user from the platform.

When a user is banned for violating our policies, we proceed to retain their personal data, including their profile information and chat message logs. This data is kept for a reasonable period of time. The purpose of retaining this data is multiple: first, it helps us maintain the integrity and security of our platform, allowing us to keep track of violations and prevent repeat offenses. Secondly, the retention of this data is crucial to prevent banned users from creating new accounts and circumventing the conditions of their ban.

In addition, this data retention policy complies with the relevant legal regulations on data protection and data privacy. During the retention period, data is kept secure and confidential, and is accessed only under specific and justified circumstances, such as investigations of illegal activities, compliance with legal requirements or requests from competent authorities.

Users should be aware that, even after deletion of their account, certain data may be retained for the above-mentioned period for the purposes described. This data will be handled in accordance with our privacy policy and applicable data protection laws.

Finally, it is important to note that this clause does not limit our ability to take other necessary or appropriate measures to protect our user community, including, but not limited to, cooperating with legal authorities and implementing improvements to our security measures and usage policies.

### 13. LIIMITATION OF LIABILITY

SoundLink is committed to providing a quality service, facilitating a space for artists, producers and rappers to meet and collaborate. However, SoundLink is not responsible for the interactions between users, the quality of the work produced as a result of such collaborations, or any agreements or contracts made between users of the platform.

While SoundLink strives to maintain a secure and functional environment, we cannot guarantee the continuous and uninterrupted availability of our services, nor the total absence of errors on our platform. In this regard, we shall not be liable for any direct, indirect, incidental, special, consequential or punitive damages, losses or damages that may arise from the use or inability to use our platform.

Users access and use SoundLink at their own risk and discretion. SoundLink does not guarantee that user profiles are truthful, complete or accurate, or that collaborations will be successful or profitable. Further, SoundLink disclaims any and all liability for copyright or intellectual property infringement by Users.

## 14. LICENSE TO USE THE PLATFORM

SoundLink grants you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the SoundLink platform, including but not limited to modified versions, updates, upgrades, enhancements, improvements, additions, additions and copies, if any. This license is for the sole purpose of allowing you to use the features available on the platform in the manner permitted by these terms. You may not copy, modify, distribute, sell or lease any part of our platform or the included software, nor may you reverse engineer or attempt to extract the source code of such software, unless such restrictions are prohibited by law, or unless you have our written permission.

The user agrees not to use the platform in a negligent, fraudulent or unlawful manner. It also undertakes not to carry out any conduct or action that could damage the image, interests or rights of SoundLink or third parties.

SoundLink reserves the right to terminate the user's access immediately, with or without notice, and without liability to the user, if SoundLink considers that the user has violated any of these terms.

# 15. COPYRIGHT

All materials on SoundLink, including but not limited to names, logos, trademarks, games, images, text, columns, music, graphics, videos, photographs, illustrations, software and other items, are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by SoundLink or our users who have licensed or otherwise provided their material to the platform. You acknowledge and agree that all Materials on SoundLink are made available

for limited, non-commercial, personal use only. Except as specifically provided herein. No material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without SoundLink prior express written permission. You may not add, delete, distort, or otherwise modify the material. Any unauthorized attempt to modify any material, to defeat or circumvent any security features, or to utilize SoundLink or any part of the material for any purpose other than its intended purposes is strictly prohibited.

#### 16. COPYRIGHT INFRINGEMENT

SoundLink will respond to all inquiries, complaints and claims relating to alleged infringement by breach or violation of the provisions contained in national and international copyright and intellectual property laws and regulations. SoundLink respects the intellectual property of others and expects users to do the same. If you believe, in good faith, that any material provided on the platform infringes your copyright or other intellectual property rights, please submit your request using our contact information, with the following information:

- Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers or a statement regarding ownership of the work should be included.
- A statement that specifically identifies the location of the infringing material, in sufficient detail so that SoundLink can find it on the platform.
- Your name, address, telephone number and email address.
- A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the copyright owner, or its agents, or by law.
- A statement by you, made under penalty of perjury, that the information in your notification is accurate, and that you are the copyright owner or authorized to act on its behalf.
- An electronic or physical signature of the copyright owner or of the person authorized to act on the copyright owner's behalf.

# **17. PROHIBITED ACTIVITIES**

The content and information available on the platform (including, but not limited to, data, information, text, music, sound, photos, graphics, video, maps, icons or other material), as well as the infrastructure used to provide such content and information, is proprietary to SoundLink or licensed to the SoundLink by third parties. For all content other than your content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information or content obtained from or through the platform. In addition, the following activities are prohibited:

Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy
or otherwise exploit any content of the platform, including but not limited to, using any

robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this agreement or without our express written permission.

- Violate the restrictions in any robot exclusion headers on the platform or bypass or circumvent other measures employed to prevent or limit access to the platform.
- Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
- Deep-link to any portion of the platform for any purpose without our express written permission.
- "Frame", "mirror" or otherwise incorporate any part of the platform into any other websites or Service without our prior written authorization.
- Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by SoundLink.
- Circumvent, disable or otherwise interfere with security-related features of the platform or features that prevent or restrict use or copying of any content.

### 18. DISCLAIMER OF WARRANTIES

Due to the nature of the Internet, SoundLink provides and maintains the platform on an "as is", "as available" basis and does not promise that use of the platform will be uninterrupted or error-free. We will not be liable to you if we are unable to provide the platform and the functionality included on the platform for any reason beyond our control.

Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

You will be responsible for any breach of these terms by you and if you use the platform in breach of these terms you will be liable to and will reimburse SoundLink for any loss or damage caused as a result.

SoundLink shall not be liable for any amount for failure to perform any obligation under this Agreement if such failure is due to the occurrence of any unforeseen event beyond its reasonable control, including, without limitation, Internet outages, communications outages, fire, flood, or any uncontrollable act of nature.

These terms do not affect your statutory rights as a consumer which are available to you.

Subject as aforesaid, to the maximum extent permitted by law, SoundLink excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to SoundLink and SoundLink shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- Any incorrect or inaccurate information on the platform.
- The infringement by any person of any Intellectual Property Rights of any third party caused by their use of the platform.

- Any loss or damage resulting from your use or the inability to use the platform or resulting from unauthorized access to, or alteration of your transmissions or data in circumstances which are beyond our control.
- Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong.
- Any amount or kind of loss or damage due to viruses or other malicious software that
  may infect a user's computer equipment, software, data or other property caused by
  persons accessing or using content from the platform or from transmissions via emails
  or attachments received from SoundLink.
- All representations, warranties, conditions and other terms which but for this notice would have effect.

### 19. ELECTRONIC COMMUNICATIONS

SoundLink will not accept any responsibility for failed, partial or garbled computer transmissions, for any breakdown, failure, connection or availability of computer, telephone, network, electronic or Internet hardware or software, for Internet accessibility or availability or traffic congestion or for any unauthorized human acts, including any errors or mistakes.

### 20. INDEMNIFICATION

You agree to indemnify, defend and hold harmless the platform, its officers, employees, affiliates and suppliers against any claims, losses, damages, costs and expenses (including reasonable legal fees) resulting from or related to your misuse of the platform or violation of this clause.

## 21. CHANGES

We may change the platform and these terms at any time, in our sole discretion and without notice to you. You are responsible for remaining knowledgeable about these terms. Your continued use of the platform constitutes your acceptance of any changes to these terms and any changes will supersede all previous versions of the terms. Unless otherwise specified herein, all changes to these terms apply to all users take effect.

## 22. INTEGRATION CLAUSE

This agreement together with the privacy policy and any other legal notices published by SoundLink, shall constitute the entire agreement between you and SoundLink concerning and governs your use of the platform.

## 23. SEVERABILITY

If any section of these terms is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Our failure to enforce or delay in enforcing any provision of these terms at any time does not waive our right to enforce the same or any other provision in the future.

### 24. FORCE MAJEURE

SoundLink shall not be liable for any failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, acts of civil authorities, acts of military authorities, riots, acts of nature and natural disasters, and other acts that may be due to unforeseen circumstances.

## 25. TERMINATION

Both the user and SoundLink acknowledge that failure to comply with these terms and conditions may result in termination of the agreement between both parties.

In case of non-compliance by the user: If the user fails to comply with any of the terms set forth in these terms and conditions, SoundLink reserves the right to unilaterally terminate the user's access to and use of the platform. SoundLink may take this action without prior notice, and the User will automatically lose all rights to access and use the platform. Furthermore, SoundLink shall not be liable for any loss of data or information associated with the user's account.

In case of non-compliance by SoundLink: If SoundLink fails to comply with its obligations under the agreed terms and conditions, the User shall be entitled to terminate the agreement and stop using the platform. The user shall notify SoundLink in writing of the breach and allow a reasonable time for SoundLink to remedy the situation. If SoundLink does not remedy the breach within the set period, the user may proceed with the termination of the agreement.

Termination of the agreement shall not release either party from any obligations and liabilities that have arisen prior to the date of termination.

Continued use of the platform after termination of the agreement by either party shall imply acceptance of the conditions set forth in the terms and conditions in effect at that time.

### 26. DISPUTES AND JURISDICTION

The user agrees that any dispute, claim or controversy arising out of or relating to these terms and conditions, or the breach, termination, enforcement, interpretation or validity thereof or the use of the platform, shall be resolved by binding arbitration between the user and MYNE HUB, provided that each party retains the right to bring an individual action in a court of competent jurisdiction.

In the event that a dispute arises in connection with the use of the platform or breach of these terms and conditions, the parties agree to submit their dispute to arbitration resolution before

a reputable arbitration organization as mutually agreed by the parties and in accordance with applicable commercial arbitration rules.

To the fullest extent permitted by law, you agree that you will not file, join or participate in any class action lawsuit in connection with any claim, dispute or controversy that may arise in connection with your use of the platform.

The courts of Israel shall have jurisdiction over any dispute, controversy or claim relating to SoundLink and its business operations. Any such dispute or controversy shall be brought and resolved in the courts of Israel.

## 27. GOVERNING LAW

Although the platform and services will be available internationally, these terms and conditions shall be governed by and construed in accordance with the laws of Israel.

### 28. FINAL PROVISIONS

Use of SoundLink is conditioned upon the validity and effectiveness of these terms and conditions in the user's jurisdiction. Our adherence to these terms is subject to applicable laws and legal process. In addition, these terms do not restrict our right to comply with law enforcement or other governmental or legal requests in connection with your use of our platform and the information we provide or collect in connection with such use. Any rights not expressly granted herein are reserved.

# 29. CONTACT INFORMATION

If you have questions or concerns about these terms, please contact us through our contact forms or by using the following contact information:

SoundLink.

(Insert contact information, email, phone, etc.)