

These Website Standard Terms and Conditions (hereinafter referred to as the “**Agreement**”) shall govern the use of all pages on this website (hereinafter collectively referred to as the “**Website**”) and any services on this website (hereinafter referred to as the “**Services**”) that are provided by Uptown Songs NYC, (hereinafter referred to as the “**Company**,” “**we**” or “**us**”).

These Terms and Conditions represent the whole agreement and understanding between the Company and the individual or entity who enrolls in our Service(s) (hereinafter referred to as the “**client**” or “**you**”).

Terms and Conditions

1. ASSENT AND ACCEPTANCE.

By using this Website, the Client agrees to comply with all of the terms and conditions contained herein in full. If the Client doesn't agree with any of the terms and conditions mentioned herein, the Client must not use this Website.

2. AGE RESTRICTION.

The Client must be at least 18 year(s) of age to use this Website. By using this Website, the Client represents and warrants that the Client is at least 18 year(s) of age and may legally agree to this Agreement.

3. LICENSE TO USE WEBSITE.

The Company shall provide the client with certain information as a result of using this Website or its Services. Such information may include but is not limited to documentation, data, or information developed by the Company and other materials that may assist the Client in the use of the Website.

Subject to the terms and conditions contained herein in this Agreement, the Company authorizes the Client a non-exclusive, limited, non-transferable, and revocable license to use the Company's materials solely in connection with its use of this Website.

4. INTELLECTUAL PROPERTY RIGHTS.

The Company owns all rights to the intellectual property and materials contained in this Website, and all such rights, titles, and interests are reserved. The Client is provided a limited license only for the purpose of viewing the material contained on this Website. The Client acknowledges that it won't use any intellectual property in a manner that violates any laws.

5. PRIVACY INFORMATION.

While using this Website, the Client may provide the Company with certain information. The Client also authorizes the Company to use its information in the countries where the Company may operate.

6. CLIENT RESTRICTIONS.

The Client is emphatically restricted from doing the following activities while using this Website:

- (a) Publishing any of the Website content in any external media.
- (b) Transferring usage rights or indulging in any monetary transaction against the Website.
- (c) Damaging the Website in any form.
- (d) Using this Website in any way that affects user access to this Website.
- (e) Usage of Website against the laws and regulations of the State of New York.
- (f) Using this Website to engage in any advertising or marketing.
- (g) Extracting data or information while using this Website.
- (h) If the Client of Uptown Songs NYC LLC is under the age of 18 years, his/her parent or guardian is assumed to be the Client.

7. CLIENT CONTENT.

In this Agreement, the Client Content shall mean any audio, video, text, images, or other materials the Client chooses to publish on this Website. By publishing the content on this Website, the Client authorizes the Company a non-exclusive, limited, non-transferable, and revocable license to use or reproduce the content in any media.

8. CLIENT RESPONSIBILITY.

Any user ID and password the Client may have created for this Website are confidential, and it is the Client's responsibility to safeguard its own ID and Password.

9. DATA LOSS.

The Company does not accept responsibility for the security of the Client's account or content. The Client agrees to use the Website at its own risk.

10. ADVERTISING CONTENT.

The Website may show advertisements for or links to third-party websites, products, and/or services (hereinafter referred to as the “**Third-Party Ads**”). The Company is not responsible for the availability of these Third-Party Ads or the images, content, or any other materials contained therein.

11. SUPPORT.

The Company shall provide support under the following circumstances:

- (a) Only a Website that is registered under the Company, unaltered by a third party, is eligible for support.
- (b) Support during the term of the Agreement and assistance in updates, upgrades, and bug fixes during such

term.

(c) Answer queries from the Client regarding the operations of the Website, primarily via the Company's Support Portal and secondarily via telephone and e-mail.

(d) Use commercially reasonable efforts to correct any errors reported by the Client and as confirmed by the Company.

(e) Use commercially reasonable efforts to respond to each reported error according to the Support Process section of the Company.

12. NO SURREPTITIOUS CODE.

(a) The Company agrees that, to the best of its knowledge, the Website does not contain any hacking code or mechanism that collects personal information or maintains control of the system without the Client's permission or such action which may restrict the Subscriber's access to or use of Company Data.

(b) The Client warrants that it will not knowingly introduce, via any means, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, or other code or mechanism designed to permit unauthorized access to Subscriber Data, or which may restrict Company's access to regulate the deliverables granted to the Subscriber.

13. WARRANTIES.

The Client acknowledges and agrees that the submission of any information is at the Client's sole risk, and to the maximum amount, the Company disclaims any and all liability to you for any loss or liability relating to such information in any way. The Company makes no warranties that the Website or Service will be uninterrupted, error-free, or secure.

14. TERMINATION.

The Client is free to stop using this Website or Services at any time. The Company reserves the right to terminate this Agreement at any time for any reason, with or without cause. The Company further reserves the right to terminate this Agreement if the Subscriber violates any of the terms outlined herein, including, but not limited to violating the rights of the Company.

15. ARBITRATION.

In the event of any dispute arising in and out of this Agreement between the Parties, it shall be resolved by arbitration. There shall be 1 arbitrator(s), who shall be appointed by American Arbitration Association. The venue of arbitration shall be New York City, and the Seat shall be New York. The arbitrators' decision shall be final and binding on both Parties.

16. LIMITATION OF LIABILITY.

In no event shall the Company be liable for any loss or damage that may occur to the Client arising out of or in any way connected with the Client's use of this Website.

17. INDEMNIFICATION.

The Client hereby indemnifies and holds the Company harmless from and against any and all liabilities, legal claims, demands, damages, and expenses (including reasonable attorney's fees) arising out of or in any connection which may relate to the Client's breach of this Agreement or its use or misuse of the Website or Services.

18. NOTICES.

Any notices required or permitted by this Agreement shall be in writing and delivered by certified mail or courier to the mentioned address.

19. SEVERABILITY.

In the event any provision of this Agreement is deemed to be invalid or unenforceable, in whole or part, that part shall be severed from the remainder of this Agreement, and all other provisions shall remain in full force and effect as valid and enforceable.

20. GOVERNING LAW.

This Agreement shall be governed following the laws of the State of New York. If the disputes under this Agreement cannot be resolved by arbitration, they shall be resolved by litigation in the courts of the State of New York, including the federal courts therein, and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail and hereby waive any jurisdictional or venue defenses otherwise available to it.

21. ENTIRE AGREEMENT.

The Parties acknowledge that this Agreement sets forth and represents the agreement between both Parties. If the Parties are willing to change/add/modify any terms, they shall be in writing and signed by both Parties.