

Terms of Use Policy

Last Updated: 10/22/2021

Seeker Music Group, LLC (“Seeker,” “we,” “us” or “our”) has created the Seeker websites to further our mission of building a creator-led rights management company that lives by the motto, “Creator-led, creator-first, music always.” This Terms of Use Policy (“Terms”) governs your use of the websites operated by Seeker, including www.seekermusic.com, where these Terms are posted (collectively, the “Sites”).

These Terms represent a binding contract between Seeker and you. By creating an account or otherwise accessing the Sites, you expressly agree to be bound by them. If you do not agree to be bound by the Terms, you may not use the Sites.

PLEASE NOTE THE ARBITRATION PROVISION SET FORTH BELOW, WHICH MAY, EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, REQUIRE YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE AGAINST SEEKER ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

USER CONDUCT

By using the Sites, you agree to the following terms:

- You shall not copy, store, redistribute, decompile, reverse-engineer, reproduce, transmit, modify, alter, emulate or disassemble any part of the Sites in any way, or create derivative works thereof.
- You shall not access or search the Sites by any means other than our publicly supported interfaces (for example, “scraping”).
- You shall not violate or attempt to violate our security features, including logging into a server that you are not authorized to access, or probing the vulnerability of our systems and networks.
- You shall not use the Sites to harass, harm, threaten, abuse, or defame other users. You agree to be courteous and respectful to other users on the Sites by not using inappropriate language in comments to public posts, groups, personal walls or private messages.
- You shall not use the Sites to violate or encourage others to violate any local, state, national or international law, regulation or order.
- You shall not infringe any copyright, trademark, trade secret, patent or other right of any party.
- You also shall respect the privacy of other users by not asking about personal information on public posts.
- You agree to communicate with other members, whether on posts, personal wall, groups or via private message, in a work-related manner only.

- You shall not participate on the Sites in any manner that consists of any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation.

In case of any suspected illegal and/or punishable act, Seeker shall be entitled and may be obliged to verify your activities and to implement suitable legal measures. This may include forwarding the facts to the public prosecutor’s office.

Seeker shall be entitled to temporarily or permanently block your access to the Sites if there are indications showing that you violate or violated these Terms and/or applicable law or if the Seeker is legitimately interested in blocking such access. When deciding on blocking your access to the Sites, Seeker shall take your legitimate interests into consideration.

COPYRIGHT AND TRADEMARK OWNERSHIP

The Sites and their content, features and functionality, including, without limitation, information, text, graphics, logos, button icons, images, audio clips, video clips, data compilations and the design, selection and arrangement thereof (collectively, the “Seeker Content”), are the exclusive property of Seeker, our licensors or other content suppliers, and are protected by United States and international copyright, trademark, patent and other intellectual property or proprietary rights laws, and may not be used or exploited in any way without our prior written consent. You may download information from the Sites and print out a hard copy for your personal use provided that you keep intact and do not remove or alter any copyright or other notice (e.g., trademark, patent, etc.) contained in the information. Except as otherwise expressly stated herein, you may not modify, copy, distribute, display, reproduce, sell, license, or create derivative works from any information or Seeker Content, in whole or in part, including any text, images, audio, and video in any manner, without the prior written authorization of Seeker or any applicable third party suppliers. Any unauthorized use of text or images may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes. You agree to comply with reasonable written requests from us to help us protect our proprietary and intellectual property rights.

YOUR INTELLECTUAL PROPERTY RIGHTS AND LICENSE GRANT

Some features on our Sites, either now or in the future, may allow you to post or submit content and materials for publication on the Sites (“Your Content”). You own any intellectual property rights to Your Content, but you agree that we can use, reproduce, modify, adapt and publish Your Content for purposes of enabling us to offer the Sites or the features you have elected to use. You are responsible for Your Content, and acknowledge that once published, we cannot always remove it.

We are providing you with access to the Sites pursuant to a limited, non-exclusive, non-sub-licensable, non-transferable, revocable license. You can use the Sites for personal, non-commercial use, and subject to these Terms. This license is available to you as long as you are not barred from the Sites by applicable law and your account is not terminated by us or by you. If these Terms are not enforceable where you are located, you may not use the Sites. Seeker

reserves all right, title, and interest not expressly granted under this license to the fullest extent possible under applicable laws.

LINKS TO EXTERNAL SITES

The Sites may contain links to other websites. We are not responsible for the availability of these external websites nor do we endorse the activities or services provided by these websites. Under no circumstances shall we be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to a user in connection with the use of or reliance on any content, goods or services available on such external websites.

PRIVACY

We respect your privacy and have taken specific steps to protect it. Your submission of personal information through the Sites is governed by our [Privacy Policy](#).

DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED UNDER LAW AND SAVE FOR THE RIGHTS GRANTED TO CONSUMERS UNDER APPLICABLE LAWS, THE SITES AND THE CONTENT ON THE SITES ARE PROVIDED "AS IS." SEEKER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SITES OR THE CONTENT OR COMMUNICATIONS ON THE SITES, OR ANY WEBSITE OR OTHER CONTENT OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SITES, TO THE EXTENT PERMITTED BY LAW. SEEKER DISCLAIMS IMPLIED WARRANTIES THAT THE SITES AND ALL SOFTWARE, CONTENT AND SERVICES, INFORMATION DISTRIBUTED THROUGH THE SITES ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SEEKER OR A REPRESENTATIVE SHALL CREATE A WARRANTY.

WE DO NOT GUARANTEE THAT THE SITES WILL MEET YOUR REQUIREMENTS, OR THAT THEY ARE ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE DO NOT GUARANTEE THAT THE SERVICES THAT MAY BE OBTAINED FROM THE USE OF THE SITES, INCLUDING ANY SUPPORT SERVICES, WILL BE EFFECTIVE, RELIABLE, AND ACCURATE OR MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SITES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT ALL TIMES OR LOCATIONS OF YOUR CHOOSING.

FURTHER, SEEKER DOES NOT ENDORSE AND MAKES NO WARRANTY REGARDING THE ACCURACY OR RELIABILITY OF ANY OPINION, INFORMATION, ADVICE OR STATEMENT ON THE SITES. UNDER NO CIRCUMSTANCES WILL SEEKER BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE CONTENT ON THE SITES. IT IS YOUR

RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITES. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC INFORMATION, OPINION, ADVICE OR OTHER CONTENT ON THE SITES.

INDEMNITY AND LIMITATION OF LIABILITY

You hereby agree to indemnify, defend, release and hold harmless Seeker, its affiliates, licensors and service providers, and its and their officers, directors, employees, contractors, licensors, suppliers, agents, successors and assigns from and against any and all claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees) made by any third party due to or arising out of (i) your use of the Sites or any Seeker Services or access by others to your account, (ii) your breach of these Terms of Use, and/or (iii) your violation of any law or the rights of a third party.

TO THE FULLEST EXTENT PERMITTED UNDER LAW AND SAVE FOR THE RIGHTS GRANTED TO CONSUMERS UNDER APPLICABLE LAWS, SEEKER WILL HAVE NO OBLIGATION OR LIABILITY (WHETHER ARISING IN CONTRACT, WARRANTY, TORT, INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE) FOR ANY DAMAGES OR LIABILITIES, INCLUDING DIRECT, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL (INCLUDING ANY LOSS OF DATA, REVENUE OR PROFIT OR DAMAGES ARISING FROM PERSONAL INJURY/WRONGFUL DEATH) ARISING WITH RESPECT TO YOUR USE OF THE SITES, EVEN IF SEEKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO DAMAGES ARISING FROM (i) USE OF OR INABILITY TO USE THE SITES, (ii) COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS BY THIRD PARTIES, (iv) THIRD PARTY CONTENT MADE AVAILABLE TO YOU THROUGH THE SITES, OR (v) ANY OTHER MATTER RELATING TO THE SITES.

In addition, when using the Sites, information will be transmitted over a medium which is beyond the control and jurisdiction of Seeker, its partners, advertisers, and sponsors or any other third party mentioned on the Sites. Accordingly, Seeker assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Sites.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE

Except where and to the extent prohibited by law, by using the Sites, you and Seeker agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the Sites or the breach, enforcement, interpretation, or validity of these Terms or any part of it

("Dispute"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute. Notice shall be sent to:

Us, at 11333 MOORPARK STREET, SUITE 428, STUDIO CITY CA 91602
info@seekermusic.com

or

You, at the address we have on file for you.

Both you and Seeker agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party. IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. Other rights that you and we would otherwise have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. All such disputes shall be exclusively submitted to JAMS (www.jamsadr.com) for binding arbitration under its rules then in effect, before one arbitrator to be mutually agreed upon by both parties.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of these Terms, including any claim that all or any part of these Terms are void or voidable.

CHOICE OF LAW AND CHOICE OF FORUM

These Terms have been made in and shall be construed in accordance with the laws of the state of California, without giving effect to any conflict of law principles. Any disputes or claims not subject to the arbitration provision discussed above shall be resolved by a court located in the state of California and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

We comply with the provisions of the Digital Millennium Copyright Act (DMCA). If you have a concern regarding the use of copyrighted material on our Sites, please contact the agent designated to respond to reports alleging copyright infringement. In the subject line of your message, please put "Re: Claim of Copyright Infringement."

Copyright Agent

Copyright Agent
11333 MOORPARK STREET, SUITE 428
STUDIO CITY CA 91602
info@seekermusic.com

To be effective, the notification must be a written communication that includes the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an email address at which the complaining party may be contacted;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We may give notice to our users by means of a general notice on any of our websites, electronic mail to a user's email address in our records, or written communication sent by first-class mail to a user's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a federal district court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

MODIFICATION AND TERMINATION

We reserve the right to modify these Terms at any time. When we do so, we will update the “Effective Date” above. You will be notified of any material changes to these Terms via a posting on the Sites and via email at the email address we have on file for you.

We shall have the right to immediately terminate these Terms with respect to any user which we, in our sole discretion, consider to be unacceptable, or in the event of any breach by you of these Terms.

CONTACT US

If you have any questions, comments or concerns about these Terms, please contact us at:

11333 MOORPARK STREET, SUITE 428
STUDIO CITY CA 91602
info@seekermusic.com