

TERMS OF USE

Please read these Terms of Use (the "Agreement") carefully. Your use of the Site (as defined below) constitutes your consent to this Agreement.

This Agreement is between you and **Artist Arena LLC** ("Company" or "we" or "us") concerning your use of (including any access to), as applicable, our website and/or mobile software application (the "App") that links to and is associated with this Agreement (together with any successor website(s) and App(s), and all Services (as defined below), the "Site"). We provide Site users with access to content and services related to us and our artists (collectively, the "Services").

BY USING THE SITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT OR, IF YOU ARE NOT, THAT YOU HAVE OBTAINED PARENTAL OR GUARDIAN CONSENT TO ENTER INTO THIS AGREEMENT.

IF YOU ARE AN INDIVIDUAL ACCESSING OR USING THE SITE ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN "ORGANIZATION"), THEN YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THIS AGREEMENT. References to "you" and "your" in this Agreement will refer to both the individual using the Site and to any such Organization.

By using the Site, you agree to the terms of this Agreement and to any additional rules and guidelines that we post on the Site. We may make changes to this Agreement from time to time; we may notify you of the changes by any reasonable means, including by posting the revised version of this Agreement on the Site. You can determine when we last changed this Agreement by referring to the "*Last Updated*" legend above. Your use of the Site after changes to this Agreement will constitute your acceptance of those changes; provided, however, any material change to this Agreement will not apply retroactively to any claim or dispute that arose before we notified you of the material change. We may, at any time and without liability, modify or discontinue all or part of the Site (including access to the Site via any third-party links or any feature or functionality thereof); charge, modify or waive fees required to use the Site; or offer opportunities to some or all Site users.

1. Our Proprietary Rights. We, our affiliates under Warner Music Group (collectively, our "Affiliates") and our and their respective licensors and suppliers own the information and materials available through the Site. Such information and materials are protected by copyright, trademark, and/or other proprietary rights and laws. Except as expressly authorized in advance by us, you must not reproduce, modify, rent, lease, loan, sell, distribute or create derivative works based on, all or any part of the Site or any information or materials available through the Site.

We, our Affiliates and/or our and their respective licensors or suppliers own the trade names, trademarks and service marks on the Site, including, with respect to us and our Affiliates and any associated logos. All trade names, trademarks and service marks on the Site not owned by us or our Affiliates are the property of their respective owners. You may not use our or our Affiliates' trade names, trademarks and service marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Site grants, nor should be construed

as granting, any license or right to use any trade names, trademarks or service marks without express prior written consent of the owner.

PLEASE NOTE THAT UNAUTHORIZED USE OF ANY SERVICE OR PRODUCT, INCLUDING ANY SOFTWARE USED BY THE SERVICES, MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, (INCLUDING POSSIBLE MONETARY DAMAGES), INCLUDING FOR COPYRIGHT INFRINGEMENT.

2. Information You Submit. Your submission of information through the Site is governed by our Privacy Policy, which is located at <https://privacy.wmg.com/ecom/privacy-policy> (the "Privacy Policy"). If you submit any personally identifiable information to any third party (for example, a Provider, as defined below) in connection with the Site (for example, via Third Party Materials, as defined below), the third party's collection, use and disclosure of that information may be governed by its own privacy policy, and not by our Privacy Policy. We are not responsible for the information collection, usage and disclosure practices of third parties. You represent and warrant that all information you provide to us is true, accurate and complete, and you will maintain and update that information regularly. If you choose to make any of your personally identifiable or other information publicly available on the Site, you do so at your own risk.

3. Rules of Conduct. In using the Site, you agree to obey the law, respect the rights of others and avoid objectionable, unlawful, defamatory or disruptive behavior. In addition, you will comply with the following "Rules of Conduct" as updated from time to time by us. You will not:

- Post, transmit, or otherwise make available through or in connection with the Site:
 - Anything that is or may be (a) threatening, harassing, degrading, hateful or intimidating; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent, pornographic or otherwise objectionable; or (e) protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express prior consent of the owner of the right.
 - Any material that is unlawful or would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; that promotes gambling; or that encourages or provides instructional information about illegal or tortious activities.
 - Any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
 - Any unsolicited or unauthorized advertising, promotional materials, or other form of solicitation.
 - Any material non-public information about a company without the proper authorization to do so.
- Use the Site for any fraudulent or unlawful purpose.
- Use the Site to defame, abuse, harass, stalk, threaten or violate the legal rights of others, including privacy rights or rights of publicity, or harvest or collect personally identifiable or other

information regarding Site users.

- Impersonate any person or entity, including any of our representatives; falsely state or misrepresent your affiliation with any person or entity; or express or imply that we endorse any statement you make.
- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available, including by hacking or defacing any portion of the Site; or violate any requirements, procedures, policies or regulations of those networks.
- Restrict or inhibit any other person from using the Site.
- Use the Site to advertise or offer to sell or buy any goods or services.
- Reproduce, modify, adapt, translate, create derivative works of, sell, resell, rent, lease, loan, timeshare, distribute or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site.
- Reverse engineer, decompile or disassemble any portion of the Site, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark or other proprietary rights notice from the Site or materials originating from the Site.
- Frame or mirror any part of the Site.
- Create a database by systematically downloading and storing all or any Site content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site. For clarity, you shall not use any content or information from the Site to develop, train, test, or improve any software tool, service, machine learning algorithm, or artificial intelligence system, or provide or reproduce content from the Site, in whole or in part, as a prompt or input to any such system without our prior written consent.
- Distribute or make available any product or service that (a) was developed, either in whole or in part, through the use of any content or information from the Site that was scraped, accessed, acquired, copied, monitored, gathered, or aggregated in violation of this Agreement or (b) constitutes or incorporates a software tool, service, machine learning algorithm, or artificial intelligence system that was developed, trained, test, or improved through the use of content from the Site (or any information contained therein) in violation of this Agreement.

We may terminate your use of the Site for any conduct that we consider to be inappropriate, or for your breach of this Agreement, including the Rules of Conduct (including if you repeatedly engage in copyright infringement in connection with the Site).

4. *Registration.* You may need to register to use any part(s) of the Site. We may reject, or require that you change, any user name, password or other information that you provide to us in registering. Your user name and password are for your personal use only and should be kept confidential; you are responsible for any use of your user name and password, and you agree to promptly notify us of any confidentiality breach or unauthorized use of your user name and password, or your Site account.

5. *Submissions.* The Site may contain areas where you can post information and materials (each, a "Submission"). We have no control over, and are not responsible for, any use or misuse (including any distribution) by any third party of Submissions. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE SITE, YOU DO SO AT YOUR OWN RISK. You retain ownership of any Submissions that you post, subject to the terms and conditions of this Agreement, including the following license grant: For each Submission that you post, you hereby grant to us and our Affiliates a world-wide, royalty free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable, and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, transmit, communicate to the public, perform and display (publicly or otherwise), edit, modify, adapt, create derivative works from and otherwise use, analyze and exploit such Submission, in any format or media now known or hereafter developed, on or in connection with the Site or any of our (or our Affiliates') similar services or products (e.g., any web sites, and any desktop, mobile or other applications, widgets or APIs) (such services or products, collectively, the "Site-Related Services") or any other products or services, and for any purpose (including promotional purposes). For clarity, nothing in this Agreement will be deemed to authorize you to incorporate into any Submission any content or material owned by us, our Affiliates or our respective artists ("Artists"), directors, officers, employees, agents and representatives (collectively, "Representatives") and licensors and service providers (collectively, "Providers").

You hereby represent and warrant that: (i) you solely own or have the full right and permission to exploit any Submission that you post and to grant the rights and licenses set forth in this Agreement; (ii) you have obtained the written consent, release, and/or permission of every identifiable individual who appears in any Submission that you post, to use the individual's name and likeness for purposes of using and otherwise exploiting the Submission(s) in the manner contemplated by the Agreement, or, if any such identifiable individual is under the age of 18, you have obtained such written consent, release and/or permission from the individual's parent or guardian (and you agree to provide to us a copy of any such consents, releases and/or permissions upon our request); (iii) any Submission that you post, and its use by us, our Affiliates, and our and their respective designees (including our and their respective Artists, Representatives and Providers), does not and will not infringe upon or violate any patent, copyright, trademark, trade secret, or other intellectual property rights or other rights of any third party; (iv) no Submission that you post is confidential or contains any confidential information; (v) your Submissions are complete and accurate, and are not fraudulent or tortious; and (vi) in creating, preparing and posting any Submission, you have complied and will comply in all respects with all applicable laws, rules (including our Rules of Conduct), and regulations. For clarity, we will have no obligation to use or otherwise exploit any Submission. All Submissions will be deemed to be non-confidential and may be used by us (i) without any confidentiality or other non-disclosure obligations and (ii) without attribution to you or any third party.

ADDITIONALLY, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, YOU HEREBY WAIVE ANY RIGHTS THAT YOU MAY HAVE UNDER LAWS WORLDWIDE THAT CONCERN "MORAL RIGHTS" OR "DROIT MORAL," OR SIMILAR RIGHTS, IN CONNECTION WITH ANY SUBMISSION THAT YOU POST (AND YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE OBTAINED CLEAR, EXPRESS WRITTEN WAIVERS FROM ANY

APPLICABLE THIRD PARTIES WITH RESPECT TO ANY RIGHTS THAT ANY THIRD PARTIES MAY HAVE UNDER SUCH LAWS IN CONNECTION WITH ANY SUBMISSION THAT YOU POST). IF YOU DO NOT WISH TO GRANT THE RIGHTS GRANTED IN THIS SECTION 5, PLEASE DO NOT POST ANY SUBMISSIONS ON OR TO THE SITE.

Without limiting the foregoing, if you provide to us any ideas, proposals, suggestions or other materials ("Feedback"), whether related to the Site or otherwise, such Feedback will be deemed a Submission, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Company under any fiduciary or other obligation.

6. Unsolicited Submissions. Notwithstanding anything to the contrary in this Agreement, we and our Affiliates do not accept, invite or consider unsolicited submissions of ideas, proposals or suggestions ("Unsolicited Submissions"), whether related to the Site, our Products or otherwise. We do not treat Unsolicited Submissions as confidential, and any Unsolicited Submission will become our or our Affiliates' sole property. We and our Affiliates have no obligations with respect to Unsolicited Submissions and may use them for any purpose whatsoever without compensation to you or any other person.

7. Monitoring. We may, but have no obligation to: monitor, evaluate, alter or remove Submissions before or after they appear on the Site or analyze your Submissions, or access to or use of the Site. We may disclose information regarding your access to and use of the Site, and the circumstances surrounding such access and use, to anyone consistent with applicable law.

8. Your Limited Rights. The App is licensed (not sold) to end users. Subject to your compliance with this Agreement, and solely for so long as you are permitted by us to use the App, we hereby permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use the App on a mobile device that you own or control, solely for your personal, non-commercial use. If you fail to comply with any of the terms or conditions of this Agreement, you must immediately cease using the App and remove (that is, uninstall and delete) the App from your mobile device.

9. Products. All rights in any products available through the Site, such as music, images (e.g., screen savers), video, artwork (collectively, the "Products") are owned by us, our Affiliates and/or our (or their) licensors. Any duplication or exporting capabilities, if any, of any Product will not constitute a grant or waiver of any of our rights, or those of any copyright or other rights owners in the Product, any other Product or any content, sound recording, underlying musical composition, artwork or other copyrightable matter embodied in or associated with the Product or any other Product. You acknowledge that the Site and the Products may include and/or rely on a security framework using technology that protects digital information and imposes usage rules established by us, our Affiliates and our (or their) licensors, and you hereby agree to abide by such usage rules, including those set forth below. Unless we expressly provide otherwise, all Transactions, all Products and your use of such Products are subject to this Agreement. We make no representations as to the completeness, accuracy, reliability, validity or timeliness of such Products (including any features, specifications and prices contained therein). Such information and the availability of any Product (including the validity of any coupon or discount) are subject to change at any time without notice. It is your responsibility to ascertain and obey all applicable local, state, federal and foreign laws (including minimum age requirements) regarding the purchase, possession and use of any Product.

10. Digital Content. IF YOU ARE PURCHASING PRODUCTS THAT CONSTITUTE DIGITAL CONTENT (“DIGITAL CONTENT”), YOU HEREBY ACKNOWLEDGE AND AGREE THAT SUCH DIGITAL CONTENT IS LICENSED, AND NOT SOLD, TO YOU UNDER THE TERMS OF THIS AGREEMENT, AND REFERENCES MADE BY US TO “BUY,” “SALE” OR “PURCHASE” RELATE SOLELY TO ACQUIRING A LICENSE TO ACCESS AND USE SUCH DIGITAL CONTENT. Subject to your compliance with this Agreement and any additional terms or restrictions relating to the applicable Digital Content, and solely for so long as you are permitted by us to use the Site, we grant to you a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to access and use those Digital Content items that you purchase from us solely for your personal, non-commercial use. This license confers no title or ownership in any such Digital Content to you. All Digital Content on the Site is owned and controlled by or licensed to us, our affiliates and/or our licensees. We reserve all rights in and to the Digital Content not expressly granted to you under this Agreement.

11. Purchases. If you wish to purchase any Products available through the Site (a “Transaction”), you may be asked to supply us or our third party payment provider(s) with certain information in connection with the Transaction, including your credit card number or other payment account number (for example, your wireless account number), your billing address, and your shipping information. You authorize us to charge your payment method, including any updated payment method information that we receive, for any charges for which you are responsible under this Agreement. BY INITIATING A TRANSACTION, YOU REPRESENT AND WARRANT THAT YOU (A) ARE 18 YEARS OF AGE OR OLDER AND (B) HAVE THE LEGAL RIGHT TO USE THE PAYMENT MEANS SELECTED BY YOU. By submitting such information, you authorize us to store it for future Transactions until you delete it and you grant to us the right to use the information in accordance with our Privacy Policy, including by providing the information to third parties for purposes of facilitating the completion of any Transaction initiated by you or on your behalf. Verification of information may be required before the acknowledgment or completion of any Transaction.

Descriptions and images of, and references to, Products on the Site do not imply our endorsement of the Products. Except to the extent prohibited by applicable law, we may, with or without prior notice, change any descriptions, images, and references; limit the available quantity of any Product; honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; bar any user from making any or all Transactions; and/or refuse to provide any user with any Product. Price and availability of any Product through the Site are subject to change without notice. If a Product is listed at an incorrect price or with other incorrect information, we may refuse or cancel any Transaction for the Product.

Except to the extent required otherwise by applicable law, all sales through the Site are final, and all charges from those sales are nonrefundable, except as otherwise expressly set forth in this Agreement. We or our third-party designees may automatically process charges against your selected payment method on the receipt page or when we provide you with a “Download Now” link. We or our third-party designees will inform you if all or any portion of your order is canceled, or if additional or different information is required to accept your order.

12. Usage Restrictions for Products. All Products you purchase, obtain or access on or through the Site are solely for your personal, non-commercial use. Except as otherwise expressly provided in this Agreement, you may not reproduce, publish, transmit, distribute, display, broadcast, re-broadcast, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, directly or indirectly, any of the Products or any related software. Except as permitted under

applicable law, you may not reverse engineer, decompile, disassemble, modify or disable any Products or any copyright protection or use limitation systems associated with the Products. You may not play and then re-digitize any Products, or upload any Products or derivatives thereof to the Internet. Unless expressly permitted by us (e.g., a "Create Your Own Video" contest offered on the Site), you may not use the Products in conjunction with any other content, including in conjunction with any other Products (e.g., to provide sound for video). You may not transfer, sell or offer to sell the Products, including posting any Product for auction on any Internet auction site or "trading" the Products for money, goods or services. You are not granted any commercial sale, resale, reproduction, distribution or promotional use rights in connection with Products.

13. Third Party Materials. The Site may include or make available software applications, services and content, or links to software applications, services and content, from third parties, including our Providers ("Third Party Materials"). Such Third Party Materials may provide links to or feeds from other web sites and online resources. Neither we nor our Affiliates, nor our respective Artists and Representatives, are responsible or liable for any Third Party Materials, including the performance, accuracy, integrity, quality, legality, usefulness, safety of or intellectual property rights relating to, Third Party Materials, their access or their use. We have no obligation to monitor Third Party Materials, and we may remove or restrict access to any Third Party Materials (in whole or part) from the Site at any time. Other sites may link to the Site with or without our authorization, and we may block any links to or from the Site. The availability of Third Party Materials on the Site does not imply our endorsement of, or our affiliation with any Provider of, the Third Party Materials. Further, your access to and use of Third Party Materials is at your own risk and may be governed by additional terms, conditions and policies that are not set forth in this Agreement or our Privacy Policy (for example, terms, conditions and policies that are made available by Providers themselves in connection with Third Party Materials). This Agreement does not create any legal relationship between you and Providers with respect to Third Party Materials, and nothing in this Agreement will be deemed to be a representation or warranty by us, or any of our Affiliates, or our respective Artists, Representatives or Providers, with respect to any Third Party Materials.

14. Disclaimers. THE SITE AND ALL GOODS, SERVICES, PRODUCTS, THIRD PARTY MATERIALS, INFORMATION AND MATERIALS MADE AVAILABLE THROUGH THE SITE ARE PROVIDED TO YOU ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND WE, OUR AFFILIATES AND OUR RESPECTIVE ARTISTS, REPRESENTATIVES AND PROVIDERS DISCLAIM ALL STATUTORY OR IMPLIED REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS WITH RESPECT TO THE SITE AND ALL GOODS, SERVICES, PRODUCTS, THIRD PARTY MATERIALS, INFORMATION AND MATERIALS MADE AVAILABLE THROUGH THE SITE, INCLUDING THE REPRESENTATIONS AND WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE. (CERTAIN PROVIDERS MAY SEPARATELY PROVIDE LIMITED REPRESENTATIONS AND/OR WARRANTIES REGARDING THEIR THIRD PARTY MATERIALS; PLEASE CHECK WITH SUCH PROVIDERS FOR FURTHER INFORMATION.) WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SITE (OR ANY PART OF IT), OR ANY GOODS, SERVICES, PRODUCTS, THIRD PARTY MATERIALS, INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SITE IS OR WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR COMPATIBLE WITH ANY PARTICULAR SOFTWARE OR HARDWARE. FURTHER, WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY SOFTWARE, HARDWARE, EQUIPMENT OR OTHER DEVICE OR SYSTEM USING THE SITE OR ANY GOODS, SERVICES, PRODUCTS, THIRD PARTY MATERIALS, INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SITE WILL FUNCTION IN ANY MANNER. YOU HEREBY AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO (A) OBTAIN AND PAY FOR ANY SOFTWARE, HARDWARE OR SERVICES (INCLUDING INTERNET CONNECTIVITY) NEEDED TO USE THE

SITE AND (B) ENSURE THAT ANY SOFTWARE, HARDWARE, EQUIPMENT, DEVICES, SYSTEMS OR SERVICES THAT YOU USE WILL FUNCTION CORRECTLY WITH THE SITE AND ANY GOODS, SERVICES, PRODUCTS, THIRD PARTY MATERIALS, INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SITE. YOU MUST EVALUATE, AND YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SITE, ANY THIRD PARTY MATERIALS, INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SITE.

While we try to maintain the security of the Site, we do not guarantee that the Site or any Third Party Materials will be secure or that their use will be uninterrupted. Additionally, third parties may make unauthorized alterations to the Site or any Third Party Materials. If you become aware of any unauthorized third party alterations to the Site, contact us at privacypolicy@wmg.com with a description of the materials at issue and the URL or location of the materials.

15. Limitation of Liability. WE, OUR AFFILIATES AND OUR RESPECTIVE ARTISTS, REPRESENTATIVES AND PROVIDERS, AND OUR AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, IN CONNECTION WITH THE SITE, NOR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE (INCLUDING IN CONNECTION WITH YOUR USE OR RECEIPT OF ANY THIRD PARTY MATERIALS), OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. FURTHER, WE, OUR AFFILIATES AND OUR RESPECTIVE ARTISTS, REPRESENTATIVES AND PROVIDERS WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY THIRD PARTY MATERIALS, INFORMATION OR MATERIALS ON THE SITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. OUR MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SITE AND/OR THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (I) THE TOTAL AMOUNT THAT YOU HAVE PAID TO US IN CONNECTION WITH THE SITE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE FIRST CLAIM AND (II) FIFTY DOLLARS (\$50.00).

IT IS POSSIBLE THAT APPLICABLE LAW MAY NOT ALLOW FOR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF CERTAIN DAMAGES; SOLELY TO THE EXTENT THAT SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

16. Indemnity. Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless us, our Affiliates and our and their respective Artists, Representatives and Providers, from and against all claims, losses, costs and expenses (including attorneys' fees) arising out of (a) your use of, or activities in connection with, the Site; (b) any violation of this Agreement by you; (c) any use or other exploitation, or failure or omission to use or otherwise exploit, any Submission (including any portion of it) that you post; or (d) any claim that a Submission that you post, or any use or exploitation of it, caused damage to or infringed upon or violated the rights of a third party, including past, present or future infringement, misappropriation, libel, defamation, invasion of privacy or right of publicity or violation of rights related to the foregoing.

17. Termination; Suspension. This Agreement is effective until terminated. We may, at any time and for any reason, terminate or suspend your access to or use of: (a) the Site, (b) your user name and password

or (c) any files or information associated with your user name and password. If we terminate or suspend your access to the Site, you will not have the right to bring claims against us, our Affiliates or our respective Artists, Representatives and Providers with respect to the termination or suspension. We and our Affiliates and our respective Artists, Representatives and Providers, will not be liable for any termination or suspension of your access to the Site or to any such information or files, and will not be required to make such information or files available to you after any such termination or suspension. We may take steps that we believe are appropriate to enforce or verify compliance with any part of this Agreement (including our right to cooperate with any legal process relating to your use of the Site, any Products or any third party claim that your use of the Site or Products is unlawful or infringes a third party's rights). Sections 1, 5-7, 13-20, 22-23 and 25-26 will survive any expiration or termination of this Agreement.

18. Jurisdiction. The Site is controlled and/or operated from the United States, and is not intended to subject us to non-U.S. jurisdiction or laws, except as otherwise expressly stated in this Agreement. The Site may not be appropriate or available for use in some jurisdictions outside of the United States. If you access the Site, you do so at your own risk, and you are responsible for complying with all local laws, rules and regulations. We may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

19. Governing Law; Dispute Resolution. The terms of this Agreement are governed by and shall be construed in accordance with the laws of the United States and the State of New York, U.S.A., without regard to its principles of conflicts of law, and regardless of your location, and you consent to the exclusive jurisdiction of the federal and state courts located in New York County, New York State, U.S.A. You waive any jurisdictional, venue or inconvenient forum objections to such courts.

EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SITE OR THE SERVICES. YOU FURTHER AGREE THAT ANY LITIGATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

You further agree that the United Nations Convention on the International Sale of Goods will not apply to this Agreement. You agree that any unauthorized use of the Site, the Products or any related software or materials, or any Third Party Materials, would result in irreparable injury to us, our Affiliates or our respective Artists, Representatives and Providers for which money damages would be inadequate, and in such event we, our Affiliates or our respective Artists, Representatives and Providers, as applicable, will have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief against you, without the need to post any bond. Nothing contained in this section or elsewhere in this Agreement will be construed to limit remedies or relief available pursuant to statutory or other claims that we, our Affiliates or our respective Artists, Representatives and Providers may have under separate legal authority, including any claim for intellectual property infringement.

20. Filtering. Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections should be available at https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers. Please note that we do not endorse any of the products or services listed on such site.

21. Information or Complaints. If you have a question or complaint regarding the Site, please send an e-mail to privacypolicy@wmg.com. You may also contact us by writing to Artist Arena LLC, 1633 Broadway, New York, NY 10019, or by calling us at (833) 596-2637. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 210-6276 or (800) 952-5210.

22. Forward-Looking Statements. Statements appearing on the Site that concern us, our Affiliates or our and their management, other than historical facts, are “Forward-Looking Statements.” Forward-Looking Statements are only predictions, and actual future events may differ materially from those discussed in any Forward-Looking Statement. Various external factors and risks affect our operations, markets, products, services and prices. These factors and risks are described in our current annual report filed with the SEC and in other filings we make with the SEC. You can access our most recent SEC filings via the SEC EDGAR system located at www.sec.gov, or you may obtain these filings directly from us at no charge. We disclaim any obligation or responsibility to update, revise or supplement any Forward-Looking Statement or any other statements appearing on the Site.

23. Claims of Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site infringe your copyright, you (or your agent) may send us a notice requesting that we remove the material or disable access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <https://www.copyright.gov> for details. Notices and counter-notices should be sent to:

DMCA Agent-Litigation Department
1633 Broadway
New York, NY 10019
Email: dmcaagent@wmg.com

The phone number for our DMCA Agent is (212) 275-2000. We suggest that you consult your legal advisor before filing a notice or counter-notice.

24. Contact Us. If you have any questions regarding this Agreement, please direct such questions to privacypolicy@wmg.com. Email communications are not necessarily secure, so please do not include credit card information or other sensitive information in any email to us.

25. Export Controls. You are responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any of the U.S. government lists of restricted end users.

26. Miscellaneous. This Agreement does not create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us. If any provision of this Agreement is found to be unenforceable, that provision will not affect the validity and enforceability of any other provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without consent. No waiver of any breach or default under this Agreement will be effective unless in writing and signed by the party to be charged, and no such waiver will be deemed to be a waiver of any preceding or subsequent breach or default. This Agreement is the entire Agreement between you and us relating to its subject matter, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter.

27. Apple-Specific Terms. In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any version of the App compatible with the iOS operating system of Apple Inc. ("Apple"). Apple is not a party to these Terms of Use and does not own and is not responsible for an App. Apple has no obligation whatsoever to furnish any maintenance or other support services for an App and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to an App. Apple is not responsible for addressing any claims from you or a third party relating to an App or your possession and/or use of an App, including, but not limited to: (i) product liability claims; (ii) any claim that an App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation. In the event of any failure of the App to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price, if any, for such App to You. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. In the event of any third-party claim that an App or your possession and use of an App infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. Any questions, complaints or claims relating to an App, including those pertaining to intellectual property rights, must be directed to Company in accordance with the "Information or Complaints" section above. The license you have been granted herein is limited to a non-transferable license to use an App on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's Apple Media Services Terms and Conditions. In addition, you must comply with the terms of any third-party agreement applicable to you when using an App, such as your wireless data service agreement. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms of Use and, upon your acceptance of the terms and conditions of these Terms of Use, they will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third-party beneficiary thereof; notwithstanding the foregoing, Company's right to enter into, rescind or terminate any variation, waiver or settlement under these Terms of Use is not subject to the consent of any third party.

28. Important Note to New Jersey Consumers. If you are a consumer residing in New Jersey, the following provisions of this Agreement do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law, including the Truth-in-Consumer Contract, Warranty and Notice Act: (a) the disclaimer of liability for any indirect, incidental, consequential, special, exemplary or punitive damages of any kind (for example, to the extent unenforceable under the New Jersey Punitive Damages Act, New Jersey Products Liability Act, New Jersey Uniform Commercial Code and New Jersey Consumer Fraud Act); (b) the limitations of liability for lost profits or loss or misuse of

any data (for example, to the extent unenforceable under the New Jersey Identity Theft Protection Act and New Jersey Consumer Fraud Act); (c) application of the limitations of liability to the recovery of damages that arise under contract and tort, including negligence, strict liability or any other theory (for example, to the extent such damages are recoverable by a consumer under New Jersey law, including the New Jersey Products Liability Act); (d) the requirement that you indemnify Company and its Affiliates (for example, to the extent the scope of such indemnity is prohibited under New Jersey law); and (e) the provision selecting New York law to govern this Agreement, to the extent that New Jersey law must apply to protect your rights as a New Jersey consumer despite the presence of a New York governing law provision in this Agreement.

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