

## **DISCZ APP TERMS OF USE**

**Last Updated January 19, 2023**

*Welcome! Please take a moment to scroll down and read these Terms of Use.*

Discz Music, Inc. (“Discz,” “we,” “us,” or “our”) welcomes you. We invite you to access and use our mobile application (the “App”), which is made available to you through <https://apps.apple.com/app/id1521888879> and <https://play.google.com/store/apps/details?id=com.rhp.discz>. These Terms of Use state the terms and conditions under which you can use the App. Throughout these Terms, the terms “you” and “your” refer to any visitor to or user of the App.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU START USING THE APP. BY ENTERING YOUR INFORMATION ON THE LOGIN PAGE OR OTHERWISE USING THE APP YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE AND (B) REPRESENT THAT YOU ARE 13 YEARS OF AGE OR OLDER. If you do not agree to any of these terms, then please do not use the App. These Terms of Use may be updated by us from time to time with or without notice to you.

**THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.**

### **1. DESCRIPTION AND USE OF APP**

Using our App, you can discover new music, curate playlists based on your preferences, and share music with others. Subject to these Terms of Use, the App may allow you to: (i) create an account with Discz (your “Discz Account”) and create a user profile; (ii) build playlists by swiping left or right on song recommendations; (iii) search and view the user profiles of other Discz users; (iv) share music to the Discz community (v) post or view posts on the Discz social feed; and (vi) use other functionalities provided on the App. The App, its functionality, and features may be changed or updated by us from time to time in our sole discretion.

### **2. AGE RESTRICTIONS**

By using and/or registering and/or providing any information on the App, you certify that you are at least thirteen (13) years of age. If you are under 13 years of age you must refrain from downloading, installing or using the App, or delete the App from your mobile device. In the event that we learn we have collected personal information from a child under the age of 13, we will delete that information as quickly as possible. If you believe we may have information from a child under 13, please contact us at [privacy@disczmusic.com](mailto:privacy@disczmusic.com).

If you are 13 or older, but under the age of majority in your jurisdiction (each a “Minor”), you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it and agree to the terms.

**NOTICE TO PARENTS AND GUARDIANS OF MINORS:** You are responsible for monitoring and supervising your child’s use of any services offered on the App. If your child is using any of our services without your express consent, please contact us immediately so that we can disable his or her access. If you have questions about the service, please contact us at [privacy@disczmusic.com](mailto:privacy@disczmusic.com).

### **3. DIGITAL STREAMING PLATFORMS**

Our App integrates with third-party streaming platforms (each, a “Digital Streaming Platform” or “DSP”), such as Spotify. By using the App and accessing any DSP or saving any playlist created on Discz to any DSP, you expressly agree to abide by the terms of use and privacy policy and any other relevant policies of the applicable DSP.

You expressly agree that you are prohibited from: (a) decompiling, reverse-engineering, disassembling, and otherwise reducing any DSP, DSP service, and DSP content to source code or other human-perceivable form, to the full extent allowed by law and (b) modifying or creating derivative works based on any DSP, DSP service or DSP content.

We are not endorsed by or affiliated with DSP provider, and we, and not the relevant DSP provider, are responsible for our App. We do not make any representations or warranties on any DSP provider’s behalf and disclaim any liability on the part of any DSP provider. DSP providers are third party beneficiaries of these Terms of Use and our Privacy Policy and are entitled to directly enforce such policies.

If your App is connected to a DSP, you may be able to disconnect the App from your account on such DSP by: (i) logging into your DSP account; (ii) clicking on “Apps,” and (iii) locating Discz in the App list and clicking “remove access.”

### **4. APP PROVIDER TERMS**

The following terms apply to any App accessed through or downloaded from any app store or distribution platform (like the Apple App Store or Google Play) where the App may now or in the future be made available (each an “App Provider”). You acknowledge and agree that:

- These Terms are between you and Discz, and not with the App Provider, and Discz (not the App Provider), is solely responsible for the App and the content thereof.
- The App Provider has no obligation to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty, you may notify the App Provider, and the App Provider will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Discz.
- The App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the App or your possession and use of that App infringes that third party’s intellectual property rights, Discz will be solely responsible for the

investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.

- The App Provider and its affiliates are third-party beneficiaries of these Terms as related to your license to the App, and that, upon your acceptance of the Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third-party beneficiary thereof.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- You must also comply with all applicable third-party terms of service when using the App.
- All information provided by you in connection with this Agreement or in connection with the App will be current, true, accurate, supportable and complete and, with regard to information you provide to Discz, you will promptly notify Discz of any changes to such information.

## **5. CHANGES TO THE TERMS OF USE**

From time to time and in our sole discretion, we will change or make additions to these Terms of Use, in which case we will post the revised Terms of Use on the App, and the revised Terms of Use will be effective immediately upon posting. You are responsible for reviewing the most current version of the Terms of Use before using the App to ensure that you agree to any revisions to the Terms of Use. If at any time you do not agree to the revisions, you should immediately cease all use of and access to the App. By continuing to use the App after we post any such changes, you accept the Terms of Use, as modified.

## **6. YOUR DISCZ ACCOUNT**

If you want to access certain features offered by Discz, you must create a Discz Account on the App by providing certain log in information, which may include information such as your phone number and a username. You must provide complete and accurate registration information to Discz and notify us if your information changes. In creating a username and profile, you may not use someone else's name, a name or image that violates any third party right, or a name or image that is obscene or otherwise objectionable.

If you choose to create a Discz Account, you must treat your username or any other piece of information related to your Discz Account as confidential, and you must not disclose it to any other person or entity. You are responsible for all activity performed and transactions entered into on or through your Account, and you agree that we may treat any activity performed or transaction entered into on or through your Account as authorized by you. You agree to notify us immediately of any unauthorized access to or use of your username or any other breach of security.

We have the right to disable any username or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

## **7. COMMUNITY GUIDELINES**

Our community, like any community, functions best when its users follow a few simple rules. By accessing and/or using the App, you hereby agree to comply with the following community guidelines the ("Guidelines"):

- You will comply with all applicable laws in your use of the App, and will not use the App: (a) for any unlawful purpose, (b) to violate the legal rights of others (including the rights of privacy and publicity); (c) in a manner that otherwise may be in conflict with these Terms of Use or our Privacy Policy; or (d) in a manner that promotes any illegal activity, or advocates, promotes, or assists any unlawful act.
- You will not upload, post, e-mail, transmit, or otherwise make available any content that:
  - infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
  - impersonates or misrepresents one's affiliation with another person or organization; or
  - is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another's privacy, promotes violence, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity); or
  - discloses any sensitive information about another person, including that person's e-mail address, postal address, phone number, credit card information, or any similar information.
- You will not access or use App to collect any market research for a competing business.
- You will not: (a) take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; (b) use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the App or to monitor or copy our web pages or the content contained thereon; or (c) interfere with or attempt to interrupt the proper operation of the App through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the App through hacking, password or data mining, or any other means.
- You will not display, reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the App.
- You will not (a) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); (b) link or deep-link to the App for any purpose except as described in these Terms of Use; (c) frame the App, place pop-up windows over its pages, or otherwise affect the display of the App; or (d) interfere with or disrupt the servers or networks connected to the App, or to disobey any requirements, procedures, policies or regulations of networks connected to the App.
- You will not use the App for any malicious activity, as determined by Discz in its sole and absolute discretion.
- You will not use the App in a manner that: (a) involves spam or fake engagement; (b) artificially collects likes, followers, or shares, posts repetitive comments or content, (c) repeatedly contacts users for commercial purposes or (d) offers money or giveaways of money in exchange for likes, followers, comments or other engagement.

- You will not use the App to: (a) depict, promote, or enable bullying or harassment of any kind; (b) depict, promote, or enable violence, suffering, suicide, or self-harm; (c) feature nudity, pornography, or sexually explicit content; (d) feature excessively vulgar, profane, or offensive language; or (e) to buy or sell regulated goods.

## **8. POINTS**

You may be permitted to earn points (“Points”) by engaging in certain activities on or through the App. To earn Points, you must be logged into your Discz Account. As you engage with certain content and perform certain activities through our App, including, without limitation, creating and posting playlists, you will earn Points for each qualified activity (each, a “Qualified Activity”). A list of Qualifying Activities, and the number of Points that you can earn for engaging in each such Qualifying Activity, can be found on the App, and may be modified by Discz from time to time without notice.

The number of Points for each Qualified Activity may vary as determined by Discz in its sole discretion. In addition, we may place limitations on how often and/or how many total Points you can earn by completing any particular Qualified Activity.

It is your responsibility to monitor your Discz Account and Point balance. You may view your Point balance any time on the App. Discz’s determination of the number of Points you have accumulated is final and binding.

Once you earn enough Points, you may redeem them for Virtual Items and other rewards (collectively, “Rewards”) offered on our App. To redeem your Points for Rewards, you must follow the instructions on the App. All Point redemption transactions are final and cannot be canceled, reversed, or refunded under any circumstances.

Rewards must be accepted as awarded and no substitutions are permitted. Neither Points nor Rewards are redeemable for cash. Certain additional terms and conditions may apply to Rewards, as set forth on the App. All federal, state and local taxes associated with your redemption of Points and receipt of Rewards are solely your responsibility.

Discz is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or servers on account of technical problems or traffic congestion on the Internet or any website, or any combination thereof, or any incomplete Qualified Activity, or lost, late, delayed, or misdirected Points. Discz is not responsible for any typographical or other error in the administration of the allocation of Points or Rewards including the description of Rewards or number of Points required to earn a Reward. Discz reserves the right in our sole and absolute discretion to cancel, terminate, modify or suspend Points and Rewards for any reason or no reason. VOID WHERE PROHIBITED BY LAW.

## **9. IN-APP PURCHASES**

Through the App, you may purchase, a limited, personal, non-transferable, non-sublicensable, revocable license to use (a) Points and (b) virtual items, including but not limited to mp3 player images and stickers, which can be used within the App (“Virtual Items” and together with “Points,” “Digital Assets”).

Without incurring any liability to you, Discz may: (i) modify or eliminate Digital Assets at any time without notice to you, (ii) update the pricing of Digital Assets at any time in its sole discretion, and/or (iii) add new Digital Assets for additional fees. Except as expressly authorized by Discz, you are prohibited from selling or transferring Digital Assets to any person or entity, including but not limited to another user, or any third party.

You agree to pay all fees and applicable taxes incurred under your Discz Account and acknowledge and agree that Discz may update the pricing for Digital Assets at any time in its sole discretion. You acknowledge and agree that all information you provide in connection with any purchase or transaction completed or processed through the App shall be accurate, complete, and current.

You acknowledge and agree that purchases or transactions made through the App will be processed by a third party in accordance with their respective terms of use, privacy policy, and, if applicable, any additional terms and conditions. We encourage you to familiarize yourself with the policies of such third party. In no event will Discz be responsible for the actions or inactions of any third-party payment processor.

## **10. SUBSCRIPTIONS**

If you sign up for any of our various subscription plans (“Subscriptions”) through Google Play or the Apple App Store, certain charges apply. You agree that the relevant third-party payment processors may immediately authorize your credit card (or other approved facility) for payment for any Subscriptions purchased by you. In connection with any Subscription, all sales are final, and we do not accept returns or exchanges.

Please be aware that you are required to manage your Subscriptions through Google Play or the Apple App Store and not through the App. Please review the terms applicable to the Subscriptions offered through Google Play and the Apple App Store at <https://support.google.com/googleplay/answer/2476088> and <https://support.apple.com/guide/iphone/manage-purchases-subscriptions-settings-iph3dfd91de/ios> respectively.

Your access to the Subscription-related services begins as soon as your initial payment for Subscription is processed. Your Subscription will automatically renew each month or year depending on the term you have chosen, until you cancel. You acknowledge and agree that your payment method(s) stored through Google Play or the Apple Store will be automatically charged the then-current rate for your Subscription and applicable taxes, every month or year until you cancel.

We may modify the fees charged for the Subscription at any time. You will receive notifications regarding price changes through Google Play or the Apple App Store or by Google or Apple via email. Subject to applicable law, you accept the new price by continuing to use the Subscription after the price change takes effect.

IT IS IMPORTANT TO NOTE THAT WHEN YOU SIGN UP FOR A SUBSCRIPTION (MONTHLY, ANNUALLY, OR OTHERWISE), YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW UNTIL YOU CANCEL IT. YOU MAY CANCEL AT ANY TIME BY FOLLOWING THE INSTRUCTIONS BELOW, AND THE CANCELLATION WILL TAKE EFFECT AT THE EXPIRATION OF THE THEN-CURRENT TERM. AGAIN, IF YOU DO NOT CANCEL, THEN YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW UNDER THE SAME SUBSCRIPTION. THERE ARE NO REFUNDS FOR CANCELLATION, AND YOU UNDERSTAND AND AGREE THAT YOU SHALL RECEIVE NO REFUND OR EXCHANGE FOR ANY UNUSED TIME OF THE SUBSCRIPTION ACCORDING TO THE CHOSEN PREFERENCES (EITHER A MONTHLY OR A YEARLY SUBSCRIPTION).

To cancel a Subscription through the Apple App Store, please follow the cancellation instructions located at: <https://support.apple.com/en-us/HT202039>.

To cancel a Subscription through Google Play, please follow the cancellation instructions located at: <https://support.google.com/googleplay/answer/7018481?hl=en&co=GENIE.Platform%3DAndroid>.

## **11. STICKERS**

Through the App, you may create and personalize stickers, including by uploading images (“Images”) for use in decorating your virtual mp3 player. You represent and warrant that you own or have all necessary rights in and to the stickers and Images necessary to allow you to create and display stickers through the App and to grant Discz the rights set forth in this Section 11.

By uploading Images and/or creating stickers through the App, you hereby grant Discz a perpetual, irrevocable, royalty-free, paid-up, transferable, worldwide, nonexclusive license to: (i) use, copy, modify, create derivative works of such stickers and/or Images, and (ii) distribute such Images and stickers to other users through the App.

We have the right to: (i) remove or refuse to post any Image or sticker for any or no reason in our sole discretion; (ii) take any action with respect to any Image or sticker that we deem necessary or appropriate in our sole discretion, including if we believe that such Image or sticker violates the Terms of Use or infringes any intellectual property right or other right of any person or entity; (iii) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; or (iv) terminate or suspend your access to all or part of the App if any sticker or Image violates our Terms of Use.

## **12. INTELLECTUAL PROPERTY**

Unless otherwise indicated, the App as its design, text, content, selection and arrangement of elements, organization, graphics, compilation, magnetic translation, digital conversion and other matters related to the App are protected under applicable copyright, trademark and other proprietary laws, including but not limited to those of the United States, and all rights therein are the property of Discz or the material is included with the permission of the rights owner.

You acknowledge that as between Discz and you, we retain all right, title and interest in and to all content available through the App as well as all underlying software and technology (the “Discz Content”). The Discz Content may be owned by us or our licensors or the material is included with the permission of the rights owner. The Discz Content is protected under both United States and foreign laws. Unauthorized use of the Discz Content may violate copyright, trademark, and other laws. You have no rights in or to the Discz Content, and you will not use the Discz Content except as permitted under this Agreement and the functionality of the App. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Discz Content. You may not sell, transfer, assign, license, sublicense, or modify the Discz Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Discz Content in any way for any public or commercial purpose. The use or posting of the Discz Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access and/or use the Discz Content and the App automatically terminates and you must immediately destroy any copies you have made of the Discz Content.

The trademarks, service marks, and logos of Discz (“Discz Trademarks”) used and displayed on the App are registered and unregistered trademarks or service marks of Discz. Other company, product, and service names located on the App may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with Discz Trademarks, the “Trademarks”). Nothing on the App should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to

or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Discz Trademarks inures to our benefit.

Elements of the App are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Discz Content may be retransmitted without our express, written consent for each and every instance.

### **13. PRIVACY POLICY**

When requesting certain information, products or services through the App, you will be asked to provide certain personal and other information. You agree that all information you provide to Discz through the App is governed by our Privacy Policy which is hereby incorporated in these Terms of Use. By using the App, you are accepting the terms and conditions of our Privacy Policy located in the footer of the website homepage, as well as in the settings in the App. If you do not agree to your information being used in any of the ways described in the Privacy Policy, you must discontinue use of the App.

### **14. LICENSE TO USE APP**

Subject to your compliance with these Terms of Use, Discz grants you a limited non-exclusive, non-transferable, non-sublicenseable license to download, install, and use the App for your personal, non-commercial use on a single mobile device owned or controlled by you.

You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms of Use, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile, disassemble or otherwise reduce the App to source code or other human-perceivable form; or (iv) make the functionality of the App available to multiple users through any means. Discz reserves all rights in and to the App not expressly granted to you under these Terms of Use.

When accessing the App, your mobile carrier's normal rates and fees for data, text and voice usage will still apply.

### **15. UPDATES AND CHANGES TO APP**

From time to time and without providing notice to you, we will make changes or improvements to the items, services, and/or features included on or offered through the App or may provide App updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). You agree that Discz has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your mobile device settings, when your mobile device is connected to the internet either: (a) the App will automatically download and install all available Updates; or (b) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the App and be subject to all terms and conditions of these Terms of Use.

### **16. USER CONTRIBUTIONS**

The App may contain message boards, forums, bulletin boards and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, upload or transmit

to other users or other persons (hereinafter, "Post") messages, content or materials (collectively, "User Contributions") on or through the App.

You represent that you own (or have all rights necessary to grant Discz the rights below to) all User Contributions that you submit to Discz, and that Discz will not need to obtain licenses from any third party or pay royalties to any third party in order to use such User Contributions.

Any User Contribution you post to the App will be considered non-confidential and non-proprietary. By providing any User Contribution on the App, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose. In addition, you waive any "moral rights" or rights of privacy or publicity in your User Contributions. You further grant users of the App permission to view your User Contributions for their personal, non-commercial purposes. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Discz, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the App.

We have the right to: (i) remove or refuse to post any User Contributions for any or no reason in our sole discretion; (ii) take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including but not limited to if we believe that such User Contribution violates the Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website, the App, or the public, or could create liability for Discz; (iii) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; and (iv) terminate or suspend your access to all or part of the App.

We do not undertake to review all material before it is posted on the App and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this Section 16.

## **17. INTERACTIONS WITH OTHER USERS**

When interacting with other users of App, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other people you don't know. Your correspondence or dealings with any third party found on or through the App are solely between you and such third party. You agree that Discz is not responsible or liable for any loss, damage, injury, or other matters of any sort incurred as the result of such interactions.

## **18. COMMUNICATIONS WITH US**

Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all e-mails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

## **19. DIGITAL MILLENNIUM COPYRIGHT ACT**

Discz respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove any content deemed to have been posted or distributed in violation of any such laws.

Our designated agent under the Digital Millennium Copyright Act (the “Act”) for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

Discz Music, Inc.  
DMCA Agent  
support@disczmusic.com

If you believe that your work has been copied on the App in a way that constitutes copyright infringement, please provide us with notice in accordance with the requirements of the Act, including: (i) a description of the copyrighted work that has been infringed and the specific location where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and e-mail address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

## **20. LINKING TO THE WEBSITE; LINKS FROM THE WEBSITE**

You may link to the App provided that you do so in a way that is fair and legal and does not damage our reputation or suggest that we are associated with or that we endorse you in any way.

The App may contain links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

## **21. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES**

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THE DISCZ PARTIES SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE APP, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND DISCZ'S CUMULATIVE LIABILITY TO YOU OR ANY PARTY FOR ANY DIRECT DAMAGES RELATING TO YOUR USE OF THE APP, SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100). ANY CLAIMS MADE BY YOU IN CONNECTION WITH YOUR USE OF THE APP MUST BE BROUGHT BY YOU WITHIN ONE (1) YEAR OF THE DATE ON WHICH THE EVENT GIVING RISE TO SUCH ACTION OCCURRED.

THE APP MAY CONTAIN TECHNICAL INACCURACIES, TYPOGRAPHICAL ERRORS, OR OMISSIONS. WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR OTHER ERRORS LISTED ON OR OMITTED FROM THE APP. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE APP AT ANY TIME WITHOUT NOTICE.

## **22. INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless the Discz Parties from and against any and all damages, liabilities, losses, costs, and expenses, including reasonable attorney's fees (collectively, "Losses") incurred by any Discz Party in connection with a third-party claim, action, or proceeding (each, a "Claim") arising from: (i) your use of the App; (ii) your breach of this Agreement; (ii) any misuse of the Discz Content, and/or the App; (iii) your violation of any third-party right, including without limitation any copyright, trademark, property, or privacy right; and (iv) any User Contribution, Images, or stickers submitted by you

or through your Discz Account, any other content that is streamed, posted, or otherwise contributed through your Discz Account, or any other content that you stream, post, or otherwise contribute.

### **23. TERMINATION OF THE AGREEMENT**

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the App, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the App at any time without prior notice or liability.

### **24. BINDING ARBITRATION**

In the event of a dispute arising under or relating to this Agreement or the App or any other products or services provided by us (each, a “Dispute”), such dispute will be finally and exclusively resolved by binding arbitration governed by the Federal Arbitration Act (“FAA”). NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by the Judicial Arbitration and Mediation Services (“JAMS”) pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. All applicable JAMS’ rules and procedures are available at the JAMS website <http://www.jamsadr.com>. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator’s award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. Nothing in this Agreement will prevent Discz from seeking injunctive relief in any court of competent jurisdiction as necessary to protect Discz’s proprietary interests.

### **25. CLASS ACTION WAIVER**

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

**26. EQUITABLE RELIEF**

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of New York for purposes of any such action by us.

**27. CONTROLLING LAW; EXCLUSIVE FORUM**

The Agreement and any action related thereto will be governed by the laws of the State of New York without regard to its conflict of laws provisions. The Parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in the State of New York for all suits, actions, or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to, objections based on improper venue or inconvenient forum, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts in any suits, actions, or proceedings arising out of or relating to this Agreement.

**28. MISCELLANEOUS**

If the Agreement is terminated in accordance with the termination provision in Section 23 above, such termination shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: "Intellectual Property," "Communications with Us," "Limitation of Liability; Disclaimer of Warranties," "Indemnification," "Termination of the Agreement," "Controlling Law; Exclusive Forum," and "Miscellaneous."

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees. You may not assign these Terms, in whole or in part, nor transfer or sublicense your rights under these Terms, to any third party.