

## **Terms Of Service and End User License Agreement**

### **Karaoke Cloud Player SaaS offering from Digital 1 Audio, Inc. and DigiTrax Entertainment, LLC.**

This is a legal agreement between you and Digital 1 Audio, Inc., and DigiTrax Entertainment, LLC, including any and /all of their authorized agents in reference to this agreement (“Provider”), stating the terms that govern your use of the Karaoke Cloud Player SaaS offering (Service). This agreement – together with all updates, additional terms, software, licenses, and all of Karaoke Cloud Player rules and policies - collectively constitute the agreement between you and KaraokeCloudPlayer.com.

If you do not agree to these terms, you must discontinue use of the service. You must accept and abide by these terms as presented to you. Changes, additions or deletions are not acceptable, and Provider may refuse access to the Karaoke Cloud Player Service for your non-compliance with any part of this agreement.

By continuing to use the music service you confirm that:

You are 13 years of age or older. This Service is available for individuals aged 13 years or older. If you are 13 or older but under the age of 18, you should review these terms and conditions with your parent or guardian to make sure that you and your parent or guardian understand these terms and conditions.

You have read and understood the present agreement in full.

You agree with all the clauses of the present agreement.

You will not use content from Karaoke Cloud Player if it conflicts with the laws in your country.

Karaoke Cloud Player is unable to control all Karaoke Cloud Player users; therefore you are responsible for usage of the materials represented in the Karaoke Cloud Player service.

### **Definition and Web Based License of the Karaoke Cloud Player SaaS offering**

Provider grants you and you accept, a nontransferable, nonexclusive license and right to access the Software via the Internet and use the Software and the User Documentation only as authorized in these Terms and Conditions, for its own purpose and operations, during the SaaS Term. You acknowledge that your access and use of the Software will be web-based only. The Software will not be provided to you in CD-ROM form (or any other form of media) and will not be installed on any servers or other computer equipment owned or otherwise controlled by you. Instead, the Software will be hosted by Provider and accessed and used by you through the use of the Internet and your computers.

Provider, is the provider of the Karaoke Cloud Player SaaS offering (the ‘Service’) that permits you access to digital content such as audio-visual and/or sound recordings (‘Products’) under certain terms and conditions as set forth in this Agreement.

### **System Requirements**

Use of the Service requires a computer and Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Service involves hardware, software, and Internet access, your ability to use the Service may be affected by the performance of these factors. High-speed Internet access is strongly recommended. You acknowledge and

agree that such system requirements, which may be changed from time to time, are your responsibility. The Service is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the Service.

#### Your Information

You agree to provide accurate, current, and complete information required to register with the Service and at other points as may be required in the course of using the Service ("Registration Data"). You further agree to maintain and update your Registration Data as required to keep it accurate, current, and complete. Provider may terminate your rights to any or all of the Service if any information you provide is false, inaccurate or incomplete. You agree that Provider may store and use the Registration Data you provide for use in maintaining your account and balance.

#### User Account and Security

**Account and Password.** As a registered user of the Service, you may establish an account ('Account'). You are solely responsible for maintaining the confidentiality and security of your Account. You should not reveal your Account information to anyone else or use anyone else's Account. You are entirely responsible for all activities that occur on or through your Account, and you agree to immediately notify Provider of any unauthorized use of your Account or any other breach of security. Provider shall not be responsible for any losses arising out of the unauthorized use of your Account.

**Security.** You agree not to violate or attempt to violate any security components of the Service. You agree not to attempt to, or assist another person to, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the software and/or website components related to the Service for any reason whatsoever ('Usage Rules'). Usage Rules may be controlled and monitored by Provider for compliance purposes, and Provider reserves the right to enforce the Usage Rules with or without notice to you. You will not access the Service by any means other than through software that is authorized by Provider for accessing the Service. You shall not access or attempt to access an Account that you are not authorized to access. You agree not to modify the software in any manner or form, or to use modified versions of the software, for any purposes including obtaining unauthorized access to the Service. Violations of system or network security may result in civil or criminal liability.

#### Service Payment

Karaoke Cloud Player provides chargeable Services. You pay for the Service before the Service is provided (prepayment) according to rules and rates.

The base cost to you for Karaoke Cloud Player SaaS offering service is \$19.99 per month, charged to the Payment Method you have provided. All fees and charges are non-refundable. From time to time, Provider and/or its business partners may extend special rates and/or promotions that can change the base price for the Service.

Because the Karaoke Cloud Player Service is offered in multiple time zones, for consistency, a "day" for purposes of these Terms of Use begins at 12:00 a.m. Eastern Time and ends at 11:59 p.m. Eastern Time of that same calendar day.

By signing up for your Karaoke Cloud Player subscription, you are expressly agreeing that we are authorized to charge you a monthly subscription fee, any other fees for additional services you may

purchase, and any applicable taxes in connection with your use of Karaoke Cloud Payer to the credit card or other payment method accepted by Karaoke Cloud Player ("Payment Method") that you provided during registration. If your Payment Method expires and you do not update your Payment Method information or cancel your account, you authorize us to continue billing, and you will remain responsible for any uncollected amounts.

As used in these Terms of Use, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The subscription fee will be billed at the beginning of your subscription or expiration of your free trial period, if any, whichever is earlier, and on each monthly renewal thereafter unless and until you cancel your subscription or the account or service is otherwise suspended or discontinued pursuant to these Terms.

We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your subscription. However, if you change your Payment Method, this could result in changing the calendar day upon which you are billed. In the event your subscription began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you became a paying subscriber on January 31, your Payment Method would next be billed on February 28. You acknowledge that the amount billed each month may vary due to promotional offers, changes in your subscription plan, and changes in applicable taxes, and you authorize us to charge your Payment Method for the corresponding amounts. If Karaoke Cloud Player changes the subscription fee or other charges for Karaoke Cloud Player from time to time, we will give you advance notice of these changes by email. However, we will not be able to notify you of changes in any applicable taxes.

Very rarely, if there are special circumstances where Provider determines it is appropriate (e.g., the Karaoke Cloud Player service is unavailable for days due to technical difficulties), we may provide credits to affected subscribers. The amount and form of such credits, and the decision to provide them, are at Provider's sole and absolute discretion, and the provision of credits in one instance does not entitle anyone to credits in the future under similar or different circumstances.

#### Purchase of Karaoke Cloud Player content Products

You acknowledge that use of Products may require the use of other hardware and software products (e.g., the ability to make copies of Products on physical media), and that such hardware and software is your responsibility. Once a Product is purchased and you receive the Product, it is your responsibility not to lose, destroy, or damage the Product, and Provider shall be without liability to you in the event of any loss, destruction, or damage. Refunds

All sales are final. No refunds are provided whatsoever. In the case of cancellation or suspension of your account, damage, destruction or loss of your Products, refunds will not be applicable. In the event that you cancel your subscription, no refund will be given for the unused portion of the current month.

#### Agreement to Pay

Payment for Products. You agree to pay for all Products you purchase through the Service, and that Provider may charge your credit card or other payment system integrated on the website for any Products

purchased, and for any additional amounts (including any taxes) as may be accrued by or in connection with your Account. You are responsible for providing Provider with a valid credit card information or information for other payment system presented on the website for payment of all fees.

**Right to Change Prices and Availability of Products.** Provider has the right to change prices and availability of any Products at any time.

**Electronic Signatures and Contracts.** Your use of the Service includes the ability to enter into agreements and/or to make purchases electronically. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by and to pay for such agreements and purchases. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions you enter into on this site, including notices of cancellation, policies, contracts, and applications. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

#### Usage Rules

Your use of the Product is conditioned upon your prior acceptance of the terms of this Agreement.

You shall be authorized to use the Products only for personal, non-commercial use.

The delivery of Products does not transfer to you any commercial, copyright or promotional rights to the Products.

You agree that your purchase of Products constitutes your acceptance of and agreement to use such Products solely in accordance with the Usage Rules, and that any other use of the Products may constitute a copyright infringement. The Usage Rules shall govern your rights with respect to the Products, in addition to any other terms or rules that may have been established between you and another party. Karaoke Cloud reserves the right to modify the Usage Rules at any time.

You acknowledge that some aspects of the Service, Products, and administering of the Usage Rules entails the ongoing involvement of Karaoke Cloud. Accordingly, in the event that Karaoke Cloud changes any part of the Service or discontinues the Service, which Karaoke Cloud may do at its election, you acknowledge that you may no longer be able to use the Service as prior to such change or discontinuation, and that Karaoke Cloud shall have no liability to you in such case.

The Service may offer interactive features that allow you to, among things, submit or post information and materials on areas of the Service accessible and viewable by other users of the Service and the public. You agree that any use by you of such features shall be your sole responsibility, shall not infringe or violate the right of any other, contribute to or encourage unlawful conduct, or otherwise be obscene, objectionable or in poor taste. Moreover, you hereby grant Karaoke Cloud a worldwide, royalty-free, non-exclusive license to use such materials as part of the Service, and in relation to Products, without any compensation or obligation to you.

Karaoke Cloud reserves the right not to post or publish any materials, and to delete, remove or edit any material, at any time in its sole discretion without liability.

Your use of the Product is conditioned upon your prior acceptance of the terms of this Agreement. The delivery of Products does not transfer to you any commercial, copyright or promotional rights to the Products. You agree that your purchase of Products constitutes your acceptance of and agreement to use such Products solely in accordance with the Usage Rules, and that any other use of the Products may

constitute a copyright infringement. The Usage Rules shall govern your rights with respect to the Products, in addition to any other terms or rules that may have been established between you and another party. Provider reserves the right to modify the Usage Rules at any time. You acknowledge that some aspects of the Service, Products, and administering of the Usage Rules entails the ongoing involvement of Karaoke Cloud Player. Accordingly, in the event that Karaoke Cloud Player changes any part of the Service or discontinues the Service, which Karaoke Cloud Player may do at its election, you acknowledge that you may no longer be able to use the Service as prior to such change or discontinuation, and that Karaoke Cloud Player shall have no liability to you in such case. The Service may offer interactive features that allow you to, among things, submit or post information and materials on areas of the Service accessible and viewable by other users of the Service and the public. You agree that any use by you of such features shall be your sole responsibility, shall not infringe or violate the right of any other, contribute to or encourage unlawful conduct, or otherwise be obscene, objectionable or in poor taste. Moreover, you hereby grant Provider a worldwide, royalty-free, non-exclusive license to use such materials as part of the Service, and in relation to Products, without any compensation or obligation to you. Provider reserves the right not to post or publish any materials, and to delete, remove or edit any material, at any time in its sole discretion without liability.

#### Delivery of Products.

On occasion, technical problems may delay or prevent delivery of your Product. Your exclusive and sole remedy with respect to the Product that is not delivered within a reasonable period will be replacement of such Product. No refunds will be issued.

#### Intellectual Property

**Acknowledgement of Ownership.** You agree that the Service, including but not limited to graphics, audio clips, and editorial content, contains proprietary information and material that is owned by Provider and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with the terms of this Agreement. No portion of the Service may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service, in any manner, and you shall not exploit the Service in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.

#### Removal of Karaoke Cloud Player Content or Other Materials.

Notwithstanding any other provision of this Agreement, Provider and its licensors reserve the right to change, suspend, remove, or disable access to any Products, content, or other materials comprising a part of the Service at any time without notice. In no event will Provider be liable for the removal of or disabling of access to any such Products, content or materials under this Agreement. Provider may also impose limits on the use of or access to certain features or portions of the Service, in any case and without notice or liability.

**Copyrights.** All the materials in the Karaoke Cloud Player Service are available for distribution via Internet according to license terms. Under the license agreement, Provider pays license fees for all the materials subject to the Law.

All copyrights in and to the Service, including but not limited to, the Karaoke Cloud Player Service (including

Karaoke Cloud Player logo, graphics, the compilation of content, postings, links to other Internet resources, and descriptions of those resources), and software, are owned by Provider.

All trademarks, service marks, trade names, graphics, company names, slogans, logos, and any other copyright items used in connection with the Service are the property of their respective owners.

Account Termination.

Account termination by Provider.

If you fail, or Provider suspects that you have failed, to comply with any of the provisions of this Agreement, including but not limited to failure to make payment of fees due, failure to provide Provider with a valid credit card ( or other invalid information in relation to payment for services) or with accurate and complete Registration Data, failure to safeguard your Account information, or violation of the Usage Rules or any license to the software, Provider, at its sole discretion, without notice to you may:

Terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and/or Terminate the license to the software; and/or preclude access to the Service (or any part thereof) .

Termination of the Service

Provider reserves the right to modify, suspend, or discontinue the Service (or any part or content thereof) at any time with or without notice to you, and Provider will not be liable to you or to any third party should it exercise such rights.

General Compliance with Laws

The Service is controlled and operated by Provider from its offices in the USA. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Service.

Enforcement of These Terms

Provider reserves the right to take steps to enforce and/or verify compliance with any part of this Agreement (including but not limited to Provider's right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights). You agree that Provider has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as Provider believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Provider's right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights).

No Responsibility for Third-Party Materials or Web sites

Certain content, Products, and services available via the Service may include materials from third parties. You acknowledge and agree that Provider is not responsible for examining or evaluating the content or accuracy of any such third-party material. Provider does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party content, or for any other materials, products, or services of third parties.

#### Disclaimer of Warranties; Liability Limitations

Provider does not guarantee, represent, or warrant that your use of the Service will be uninterrupted or error-free, and you agree that from time to time Provider may remove the Service for indefinite periods of time, or cancel the Service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and Services delivered to you through the Service are (except as expressly stated by Provider) are provided "as is" and "as available" for your use, without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title, and no infringement.

In no case shall Provider, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of any of the Services or for any other claim related in any way to your use of the Services, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content (or Product) posted, transmitted, or otherwise made available via the Service, even if advised of the possibility thereof.

Provider shall use reasonable efforts to protect information submitted by you in connection with the Services, but you acknowledge and agree that your submission of such information is at your sole risk, and Provider hereby disclaims any and all liability to you for any loss or liability relating to such information in any way.

Provider does not represent or guarantee that the Service will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and Provider disclaims any liability relating thereto. You shall be responsible for backing up your own system.

#### Waiver and indemnity.

By using the Service, you agree to indemnify and hold Provider, its directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of your breach of this agreement, your use of the Service, or any action taken by Provider as part of its investigation of a suspected violation of this agreement or as a result of its finding or decision that a violation of this agreement has occurred. This means that you cannot sue or recover any damages from Provider its directors, officers, employees, affiliates, agents, contractors, and licensors as a result of its decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the Service, or to take any other action during the investigation of a suspected violation or as a result of Provider's conclusion that a violation of this agreement has occurred. This waiver and indemnity provision

applies to all violations described in or contemplated by this agreement.

#### Changes.

Provider reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the Service. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this Agreement as "Additional Terms") will be effective immediately and incorporated into this Agreement. Your continued use of the Karaoke Cloud Player Service following the incorporation will be deemed to constitute your acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference.

#### Notices.

Provider may send you notice with respect to the Service by sending an email message to the email address listed in your Karaoke Cloud Player Account contact information, by sending a letter via postal mail to the contact address listed in your Karaoke Cloud Player Account contact information, or by a posting on the KaraokeCloudPlayer.com Service. Notices shall become effective immediately.

#### Governing Law

The laws of the USA govern these Terms and your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with Provider or relating in any way to your use of the Service resides in the courts of the USA.

#### Miscellaneous

These Terms of Service constitute the entire agreement between you and Provider and govern your use of the Service, superseding any prior agreements between you and Provider. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of these Terms of Service is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Provider's failure to enforce any right or provisions in these Terms of Service will not constitute a waiver of such provision, or any other provision of these Terms of Service. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the other provisions will remain in full force and effect. Provider will not be responsible for failures to fulfill any obligations due to causes beyond its control.

#### Content availability

The Karaoke Cloud Player Service makes every effort to provide a broad music offering. For this reason, Provider reserves the right to change the music catalogue without notice.

#### Other Terms and Conditions



Provider is not responsible for typographic errors.

Provider reserves the right to change the terms and conditions of sale of the Karaoke Cloud Player Service at any time. Customers are encouraged to review the Sales Policies on a periodic basis for modifications.

No Provider employee or agent has the authority to vary any of the Karaoke Cloud Player music service's policies, or the terms and conditions governing any sale in the oral form, by means of e-mail or in any other way. All changes of Terms of Service of Karaoke Cloud Player Service occur by means of the publication in the corresponding section of the KaraokeCloudPlayer.com website.

We may offer a number of membership plans, including special promotional plans or memberships with different limitations. Some of these promotional memberships are offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered membership plans. Unless otherwise stated differently, month or monthly refers to your billing cycle (See "Billing" below).

## Billing

By starting your Karaoke Cloud Player membership, you are expressly agreeing that Provider is authorized to charge you a monthly membership fee at the then current rate, and any other charges you may incur in connection with your use of the Karaoke Cloud Player Service to the Payment Method you provided during registration (or to a different Payment Method if you change your account information). Please note that prices and charges are subject to change with notice. As used in these Terms of Use, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying membership. Membership charges are fully earned upon payment. In the event your paying membership began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you started your Karaoke Cloud Player membership or became a paying member on January 31st, your next payment date is February 28th and your Payment Method would be billed on that date. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers, and you authorize Provider to charge your Payment Method for such varying amounts. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or related charges. Check with your bank and credit card issuers for details.

Provider may also periodically authorize your card in anticipation of membership or related charges. Membership fees and charges are fully earned upon payment. **PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS.** At any time, and for any reason, Provider may provide a refund, discount, or other consideration to some or all of its members ("credits"). The amount and form of such credits, and the decision to provide them, are at Provider's sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate Provider to provide credits in the future, under any circumstance. Provider may change the fees and charges in effect, or add new fees and charges from time to time, but will give you advance notice of these changes by email. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you

authorize Provider to continue billing that Payment Method and you remain responsible for any uncollected amounts.

### Ongoing Membership

Your Karaoke Cloud Player Service membership will continue month-to-month unless and until you cancel your membership or we terminate it. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method. Provider will bill the monthly membership fee to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). Membership fees are fully earned upon payment.

### Cancellation

You may cancel your Karaoke Cloud Player Service membership at any time. PROVIDER WILL NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS.

### Right to Terminate

Provider reserves the right to terminate or restrict your use of our service, without notice, for any or no reason whatsoever.

### How Karaoke Cloud Player Streaming Service Works

Karaoke Cloud Player is an online subscription service providing its members with access to music tracks delivered through and via the use of the Karaoke Cloud Player Software-as-a-Service (SaaS).

Provider reserves the right in its sole and absolute discretion to make changes from time to time and without notice in how it operates the Service. Any description of how the Service works should not be considered a representation or obligation with respect to how the service will always work. Provider is constantly making adjustments to the Service and often these adjustments are not completely captured within these Terms of Use.

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