

SOUNDCLOUD MONETIZATION TERMS OF SERVICE & AGREEMENT

This agreement entered on the date of which is being submitted through the online registration form shall be a mutual understanding between Symphonic Distribution Inc. and You, the signee as identified below, to monetize and claim songs on your behalf via Soundcloud. This Agreement (“Agreement”) further grants Symphonic Distribution authority to enter into agreements on your behalf with Soundcloud for monetization purposes (“Symphonic Distribution”, “we”, or “us”).

1. Definitions.

“Services” shall refer to the Soundcloud Monetization services provided by Symphonic Distribution.

“You” and “Your” shall refer to the individual or individuals and affiliated companies that are identified below and have agreed to this Agreement’s terms and conditions.

“Client Content” is client-chosen content submitted by You to Soundcloud and identified for Symphonic Distribution’s exclusive right to process and assist in utilizing monetization services via Soundcloud.

“Territory” encompasses every country Worldwide where Soundcloud has activated monetization services.

“Term” begins on the date that you sign this Agreement and shall continue for a period of two (2) years. The Term will automatically renew for additional consecutive one (1) year periods unless and until either party provides the other with at least 60 days prior written notice (see notice provision) of its desire to terminate.

2. Soundcloud Monetization.

This Agreement and any rights conveyed by you to Symphonic Distribution under this Agreement are limited solely to the use of Client Content on Soundcloud.

After signing this Agreement, You will be opted in to Symphonic Distribution’s Service related to your Client Content on Soundcloud. By opting in to this Service, You agree and permit Symphonic Distribution to negotiate and enter agreements to monetize through Soundcloud on your behalf on such terms as we may elect in our sole discretion. Additionally, by agreeing to this you allow us to enable monetization on your profile related to Client Content.

Soundcloud premium is not required to use the Services.

a. Sign up required: To utilize these Services, you must first be approved as a distribution client of Symphonic Distribution. Please visit Symphonicdistribution.com for more information on how to become a client. Thereafter, you will sign this Agreement and have access to the SymphonicMS system (“SymphonicMS”) wherein you can upload Client Content appropriate for Soundcloud Monetization and other services.

b. White Listed: A “White Listed” Soundcloud profile is required to enable Your profile in order to take advantage of the Services. After Your profile is White Listed, you must provide additional metadata and other information to complete the sign up. You agree that Symphonic is not responsible or liable for any issues or claims related to Your provided information or Your sole delay in providing such necessary information.

c. Advertisements: The Services offered may involve advertisements that Soundcloud users hear and/or see while engaging with Client Content. Symphonic has no control over such advertisements and You agree that Symphonic is not liable for any claims you may have related to advertisements on Soundcloud.

3. No Unlawful or Abusive Use of the Company or Services.

You agree not to use the Company or Services for any unlawful, fraudulent, or abusive purpose. You may not interfere or attempt to interfere with the appearance or operation of the Company or Services. You may not take any action that imposes an unreasonable or disproportionately large load on the Company or its infrastructure. You may not attempt, nor support others' attempts, to decrypt, reverse engineer, circumvent or otherwise alter or interfere with the Company or any Content. Symphonic Distribution has the right to interrupt, suspend, or terminate Services if it suspects that You are engaging in unlawful, fraudulent, or abusive activity.

4. Your Soundcloud Account Information.

Utilizing these Symphonic Distribution Services will not affect your ability to control your own Soundcloud account. Your current Soundcloud access will still be available for you to upload and manage works on your Soundcloud channel. Symphonic Distribution will monetize songs on Soundcloud on your channel and seek to monetize your Client Content from Soundcloud on other channels.

5. Payment and Fees.

There is no initial fee required to sign up for these Services. Symphonic Distribution will pay you 70% of all Net Sums that we receive for monetization of Client Content. As used herein, “Net Sums” means the gross monies that we earn, collect and actually receive or which are credited to our account from Soundcloud, less ContentID Fees and any taxes, tariffs or similar amounts that we may be legally obliged to withhold or pay. Symphonic Distribution shall have the right to rely on accounting, usage and other statements received from our sublicensees (including without limitation Soundcloud Analytics) for all purposes hereunder. You will be responsible for payment of all taxes assessed to you, and for all payments due to third parties (e.g., co-writers of Compositions if applicable, artists, producers, engineers or others who performed services in connection with Client Content), and hereby agree to indemnify and hold us harmless from and against any sums for which you are responsible to third parties.

6. Accounting.

Symphonic shall compute the total royalties earned by You on a monthly basis. Royalty Statement reports are available electronically via SymphonicMS approximately 30-45 days after a reporting month ends (“Monthly Submission Date”). The Statement will include the total amount of royalties due to You, if any. You shall promptly advise Symphonic if you have not received a Statement (even if the Statement indicates that no money is owed to You). Unless you provide a specific objection to the statement within 60 days from the date of the statement, such statements shall be binding and You waive any objections to the validity and accuracy of such statement.

Symphonic requires a W9 (USA) and/or W8-BEN (International) tax forms to process payments. This submission can be done via SymphonicMS after account creation.

You will be required to provide a Paypal or other account information to allow Symphonic to automatically remit payment to your account when the balance reaches \$300 U.S. Dollars or more (“Threshold”). Failure to reach the Threshold will result in non-payment. However, in the event of non-payment, the revenue amount will accumulate each month until Threshold is met and at which time, You can request payment.

You shall have two (2) years from the date each Statement is rendered to conduct an inspection of Symphonic’s books and records specifically relating to Soundcloud monetization of Client Content. Such inspection must be preceded by 30 days prior written notice and may only be conducted once. In the event of an error solely by Symphonic’s actions, Symphonic has 30 days to correct such error and will not be liable in the event of a correction.

7. Intellectual Property.

You warrant that You own all intellectual property rights in any Client Content You submit to Symphonic Distribution or that You have the appropriate license rights from the owner. You guarantee that You have secured written permission or waivers of rights with any necessary persons or third parties that have granted You permission to distribute Client Content through Symphonic. You agree to not deliver any Client Content to Symphonic that is not legally owned or secured via permission. If any material contains content of any kind that is not cleared, licensed, or owned by You and which results in a claim by any third party, You agree that Symphonic is exempt from all wrongdoing and You agree to indemnify Symphonic as outlined below.

a. Partial Ownership: If there is a co-author or joint owner of the Client Content, you are responsible for acquiring the necessary rights, licenses and permissions to utilize the Services. You are also responsible for any payments owed to joint or co-owners of Client Content. In addition, if your Client Content is covered under an agreement with a music publisher, administrator or record company, then You may not be able to submit to Symphonic Distribution. If You enter into any such agreement during the term, it will be subject to Symphonic Distribution’s rights herein.

b. License: You hereby grant Symphonic Distribution a worldwide, perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, adapt, publish, translate, create derivative works, and distribute such Client Content. You hereby provide Symphonic with a license to use Your copyrights, trademarks, name and likeness during the Term for use in conjunction with the Services. However, You keep full ownership interest in the intellectual property rights of your Client Content.

8. Claims Received.

If Symphonic Distribution, Soundcloud or any of our other sublicensees receives a claim or otherwise reasonably suspects that any of your Client Content violates any applicable law or terms of service, or that other activity related to Client Content or your account is attributable to misrepresentation, manipulation, misconduct or similar deceptive or fraudulent practices (automated or otherwise), then in addition to any other available rights and remedies we may withhold Net Sums otherwise payable to you unless and until any and all claims or other conduct are resolved to our reasonable satisfaction. You will forfeit all amounts that we, Soundcloud, our other sublicensees reasonably determine in our discretion are the result of any of the foregoing activity, or if so determined by a court or administrative body.

Additionally, if Symphonic Distribution in its reasonable discretion engages outside attorneys in connection with the evaluation, investigation, enforcement or defense of such matter, then we shall be entitled to offset its resulting expenses by deducting \$500 from your account with us (whether currently or in the future available) or charging \$500 (or any balance not deducted from your account) to any payment method then on file with us (e.g., PayPal, credit or debit card). In addition to any other rights or remedies, we may in our discretion deduct or set-off any amounts that you owe to us from any monies otherwise payable to you.

9. Indemnification.

You agree to defend, indemnify, and hold harmless Symphonic Distribution, its licensors, licensees, distributors, agents, representatives and other authorized users, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs, attorneys' fees, and expenses arising out of or in connection with (i) your use of the Services, (ii) your violation of this Agreement, (iii) any services provided by Third Party Service Providers to You, (iv) your violation of any third party right, including, but not limited to, copyright, trademark, or privacy right, and (v) any submission by You that causes damage to a third party. You shall cooperate as fully as reasonably required in the defense of any claim. Symphonic Distribution reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You. You shall not enter into any settlement agreement that affects the rights of Symphonic Distribution herein without Symphonic Distribution's prior written approval.

10. Representations and Warranties.

You represent and warrant to us that (a) all information, data and materials that you provide to us are accurate and complete, including without limitation your stated ownership or percentage copyright interest in the Client Content and your ownership or control of Your Soundcloud accounts, and You will update the same during the Term so as to remain accurate and complete; (b) the Client Content and Soundcloud stations or accounts do not infringe upon any rights of any third party or violates any applicable law or terms of service; (c) any sale, assignment, transfer, mortgage or licensing or other grant of rights in or to your interest in any of the Client Content shall be subject to Symphonic Distribution's rights under this Agreement; (d) there is no existing agreement, and You will not enter into any agreement or perform any act, that materially interferes or is inconsistent with the rights granted to Symphonic Distribution under this Agreement, including exclusivity provision; (e) the Client Content and Soundcloud stations or account are and shall be free from any adverse claims, liens or encumbrances of any kind by any person or entity; (f) you will not join or become party to any class action against Symphonic Distribution involving the Company or Services; and (g) You have had the opportunity to consult with independent legal counsel in connection with this Agreement.

11. Relationship of Parties.

No joint venture, partnership, employment, or agency exists between You and Symphonic Distribution, and nothing in these Terms of Service shall be construed as creating any joint venture, partnership, or employment relationship.

12. Exclusivity and Territory.

You grant to Symphonic Distribution the sole and exclusive rights during the Term to administer, collect and otherwise exploit 100% of your worldwide right, title and interest in and to the Client Content that you submit.

13. Disclaimer of Warranties.

THE SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SYMPHONIC DISTRIBUTION DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SYMPHONIC DISTRIBUTION DOES NOT WARRANT THAT THE COMPANY OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE COMPANY OR SERVICES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SYMPHONIC DISTRIBUTION DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM USE OF THE COMPANY OR SERVICES, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES. SYMPHONIC DISTRIBUTION DOES NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON ITS BEHALF, AND YOU SHOULD NOT RELY ON ANY WARRANTIES MADE BY THIRD PARTIES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

14. Limitation of Liability.

NEITHER SYMPHONIC DISTRIBUTION NOR ANY OTHER PARTY INVOLVED IN CREATING OR DELIVERING THE CONTENT SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY USE OF, OR INABILITY TO USE, THE COMPANY OR SERVICES. YOU ALSO AGREE THAT YOUR RIGHTS AND REMEDIES WILL BE LIMITED TO DAMAGES IN AN ACTION AT LAW.

THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION (WHETHER BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE) AND EVEN IF SYMPHONIC DISTRIBUTION HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

THE FOREGOING LIMITATION APPLIES TO ALL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY USE OF, OR INABILITY TO USE, THE COMPANY OR SERVICES, INCLUDING **BUT NOT LIMITED TO**: (I) ERRORS, MISTAKES, OR INACCURACIES; (II) PERSONAL INJURY OR PROPERTY DAMAGE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS, INCLUDING ANY PERSONAL OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED THROUGH THE COMPANY OR SERVICES; AND/OR (V) ANY SERVICES PROVIDED BY THIRD PARTY SERVICE PROVIDERS.

TO THE EXTENT THAT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION SHALL APPLY TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

SYMPHONIC DISTRIBUTION'S AGGREGATE LIABILITY TO YOU IN ANY CIRCUMSTANCE IS LIMITED TO EITHER THE AMOUNT PAID BY YOU TO SYMPHONIC DISTRIBUTION OR \$100, WHICHEVER IS LOWER.

15. Representation of Age and Ability to Accept Terms of Service

You affirm that You are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into, abide by, and comply with the terms and obligations provided in this Agreement. In any event, You affirm that You are over the age of 13.

16. Amendment and Termination

Symphonic Distribution may need to amend this Agreement's terms from time to time. Your continued use of the Service shall be deemed acceptance of such amended Agreement terms.

Termination of this Agreement and Services outlined herein must be in writing (see Notice provision) at least 60 days prior to the end of the current Term's expiration date.

Notwithstanding the any other provision, Symphonic Distribution may, in its sole discretion, immediately terminate or suspend your access or refuse service at any time, without notice, to all or any part of the Services for any reason, including breach of this Agreement.

17. Assignment

These Terms of Service may not be assigned by You without the prior written approval of Symphonic Distribution. Symphonic Distribution may assign this Agreement without your consent.

18. Severability & Integration

If any provision of this Agreement is deemed invalid, the remaining text and enforceability of any other provision shall stand unaffected. The paragraph headings and designations used throughout this Agreement are solely for convenience and reference. This constitutes the complete and final expression of the entire and only understanding between You and Symphonic Distribution relating to the Services and supersedes any prior written or oral representations.

19. No Waiver

The failure of Symphonic Distribution to enforce any right or provision in these Terms of Service shall not constitute a waiver of such right or provision unless agreed to in writing by Symphonic Distribution. Symphonic Distribution's waiver of any breach of this Agreement by You will not be a waiver of any other prior or subsequent breach.

20. Governing Law and Venue

This Agreement and all terms therein shall be governed by the laws of the State of Florida and Florida shall have exclusive jurisdiction to resolve any dispute or claim that arises out of or in connection with this agreement. The parties further agree to personal jurisdiction in Florida.

21. Notice & Opportunity to Cure

All notices regarding this Agreement shall be via Fedex or certified mail. If to Symphonic Distribution: 707 N. Franklin Ave., Tampa FL 33609 *and Copy to:* support@symdistro.com. Symphonic will provide notice to You at the address provided in SymphonicMS and which You agree to update and keep accurate at all times.

Symphonic Distribution shall not be deemed to be in breach of any of its obligations hereunder unless we receive written notice from You of an alleged breach and Symphonic Distribution fails to cure such breach, if any, within 30 days following our receipt of such written notice.