

Last Updated: March 6, 2020

APPLICATION TERMS OF USE

This mobile application (the “Application”) is owned and operated by Resonant Cavity LLC (“RC”). PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE APPLICATION. By using this Application, you agree to these terms of use (the “Terms”). If you do not agree to the Terms, please do not use the Application. We reserve the right, at our discretion, to change, modify, add or remove portions of the Terms at any time. Please check these terms periodically for changes. Your continued use of the Application following the posting of changes to the Terms will mean you accept those changes. **These Terms shall set forth the terms and conditions pursuant to which you can use the Application. Use of the Application is also subject to the terms and conditions of the Application’s mobile distributor or the terms and conditions required by the mobile network operator.**

THE APPLICATION

The Application, including but not limited to all text, graphics, logos, icons, images, data, graphs, audio, videos, computer programs and other material and information contained on, or utilized in the provision of, the Application is the property of RC or its suppliers and is protected by copyrights, trademarks, trade secrets, patents or other proprietary rights. RC hereby grants you a limited, nonexclusive, non-transferable, personal license to use the Application for personal or informational purposes only. Except as expressly authorized by RC in writing, you may not use, copy, distribute, modify or create derivative works from, disclose, display, transmit, or post or any portion of the Application for any purpose or “frame” or “mirror” the Application on any other server or wireless or Internet-based device. All rights not expressly granted herein are reserved to RC and/or its licensors.

RC reserves the right, in its sole discretion, without prior notice and without incurring any liability to you, to (a) modify or change the Applications; or (b) determine whether or not to make the Applications available. All new Applications or modified or changed Applications are subject to these Terms.

To use certain features of the Application or participate in certain activities sponsored by RC, we might ask you to register as a participant or user. If so requested, each Application user must: (a) personally provide true, accurate, current and complete information on the Application's registration form (collectively, the "Registration Data") and (b) maintain and promptly update the Registration Data as necessary to keep it true, accurate, current and complete. If, after investigation, RC has reasonable grounds to suspect that any user's information is untrue, inaccurate, not current or incomplete, RC may suspend or terminate any and all current or future use of the Application by that user. A user may receive passwords and account designations upon completing certain

Application registration processes and is wholly responsible for maintaining the confidentiality of such passwords or designations.

CONTENT SUBMISSIONS

All information, data, text, software, music, sound, photographs, graphics, video, messages, comments or any other materials whatsoever, whether posted, transmitted or used by you in conjunction with the Application, shall be collectively referred to as the "Content." The submitting user retains ownership of Content. Notwithstanding the user's ownership, the submitting user grants RC the royalty-free, world-wide, non-exclusive, transferable license to RC to use, reproduce, modify, edit, publish, distribute and display such Content through the Application or those related websites hosted by RC. RC has not, and will not, review, monitor or edit the Content for accuracy, timeliness, integrity or completeness. RC shall have the right (but not the obligation) in its sole discretion to refuse or delete any Content that it considers to violate the Terms or be otherwise illegal. RC, in its sole and absolute discretion, may preserve Content and may also disclose Content if required to do so by law, judicial or governmental mandate or, to protect the rights, property, or personal safety of Application users and the public. If none of the aforementioned conditions regarding preservation of Content apply, the user may request that RC delete the user's Content and RC will do so within 30 days.

RULES FOR CONTENT SUBMISSION

We ask you to follow these rules when submitting, posting or sharing Content on the Application: (a) you shall not upload to, distribute through or otherwise publish through the Application any Content that is libelous, defamatory, obscene, pornographic, invasive of privacy or publicity rights, abusive, that would constitute or encourage a criminal offense or that would otherwise give rise to liability or violate any law; (b) you shall not use the Application to post Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, or that could be harmful to minors or that harasses or advocates harassment of another person; (c) you will use this Application only in a manner consistent with all laws and regulations and in accordance with the Terms; (d) you will not impersonate any person or entity, misrepresent any affiliation with another person, entity, or association, use false IP addresses or headers, or otherwise conceal your identity from RC; (e) you will only submit Content for which you have the copyright or other specific permission to distribute; and (f) you will not violate, plagiarize, or infringe on the rights of third parties including copyright, trademark, trade secret, privacy, publicity or proprietary rights. RC shall not be liable in any way for any Content.

Your Content is deemed non-confidential and the RC has no obligation to maintain the confidentiality of any information, in whatever form, contained in any such Content, except pursuant to the RC privacy policy (www.resonantcavity.com/mobileprivacy). RC does not verify, endorse or otherwise vouch for the Content.

Content submitted to the Application or RC do not represent the views of RC, or any individual associated with RC, and RC does not control this Content. In no event shall you represent or suggest, directly or indirectly, RC's endorsement of your Content. RC does not vouch for the accuracy or credibility of any Content and does not take any responsibility or assume any liability for any actions you may take as a result of reading Content on the Application.

VOLOCO BEATS SUBMISSIONS (THE "BEATS TERMS")

Resonant Cavity, LLC ("RC") is the company that owns the Voloco application. Voloco users sometimes contribute to Voloco "beats", which are audio files of instrumental music that Voloco users can sing or rap over. If you want to submit your beats (the "Beats") for use within Voloco, you must agree to the following terms and conditions.

Ownership Claims and Rights. You promise to RC that you have legal authority to upload the Beats and grant the rights in these Beats Terms. You retain ownership of the Beats and grant RC and the Voloco users a royalty-free, world-wide, non-exclusive, transferable license to use, reproduce, modify, edit, publish, distribute, create derivative works based on and display the Beats solely **through Voloco or those related websites hosted by RC.**

Derivative Works on the Voloco Platform. Voloco users can sing or rap over Beats to make their own recordings. Users may upload these recordings to Voloco where other users can listen to them. If a Voloco user has made a recording with your Beats and you subsequently ask to remove the Beats, as described in the next paragraph, RC will remove the Beats from Voloco itself but **RC will not remove the Beats from derivative recordings made with your Beat prior to your notice to remove the Beats.** Those derivative recordings made by Voloco users that include the Beats will remain available on Voloco.

Beat Removal. You may ask to have your Beats removed from Voloco by emailing RC, and RC will remove them, subject to the preceding paragraph.

No Registration with Publishing Rights Organizations. If you have registered your Beats with a Publishing Rights Organization ("PRO") such as ASCAP, BMI, SESAC, GEMA, or SOCAN, **do not upload the Beats to Voloco. If you register Beats already uploaded to Voloco with a PRO, you must notify RC and RC will remove the Beats subject to these Beats Term.**

No Copyright Enforcement. RC is not responsible for enforcing copyright or other intellectual property rights, privacy/publicity rights or contractual rights as they apply to the use of your Beats on Voloco or other platforms such as SoundCloud, Youtube, Spotify, etc. You may choose to enforce your rights on other platforms with third-party content ID systems or legal means, but that is your sole responsibility.

USE OF APPLICATION BY CHILDREN

THE APPLICATION IS NOT INTENDED FOR USE BY CHILDREN UNDER THE AGE OF 13.

TERMINATION

RC may terminate your use of the Application for: (a) breach of these Terms; (b) your abuse of Application resources or attempt to gain unauthorized entry to the Application; or (c) as required by law, regulation, court or governing agency order. RC's termination of any user's access to the Application may be effected without notice and, on such termination, RC may immediately bar any further access to the Application. RC shall not be liable to any user or other third party for any termination of that user's access to the Application. In the event of termination, RC reserves the right to delete or save a user's Content at RC's sole discretion.

LINKS

The Application may provide links to websites or other applications. RC exercises no control whatsoever over such other websites or applications and is not responsible or liable for the availability, content, advertising, products or other materials on such websites. Your access and use of such linked websites or applications, including information, material, products and services therein, is solely at your own risk.

LIMITED WARRANTY; LIMITATION OF LIABILITY

EACH USER'S USE OF THE APPLICATION IS AT HIS OR HER SOLE RISK. THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. RC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM ANY USER'S USE OR INABILITY TO USE THE APPLICATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

COPYRIGHTS

RC respects the intellectual property rights of others, and requires that the people who use the Application do the same. It is our policy to respond promptly to claims of

intellectual property misuse. If you believe that your work has been copied and is accessible on this Application in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in writing: (a) the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf; (b) identification of the copyrighted work that you claim has been infringed; (c) identification of the material that is claimed to be infringing and information reasonably sufficient to permit RC to locate the material, including, if applicable the full URL; (d) your name, address, telephone number, and email address; (e) 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; and (f) a statement, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Our designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act of 1998 is:

John Roberts
New Counsel, PLC
4530 West 77th Street, Suite 385
Edina, Minnesota 55435
612-659-8443
jroberts@newcounsel.com

PRIVACY

RC agrees to treat your private personally identifiable information in accordance with the terms of our then current privacy policy, which is incorporated herein for all purposes, and which is available for review at <http://www.resonantcavity.com> (a link is in the footer of the webpage) or by sending an e-mail request to: privacychief@resonantcavity.com.

GENERAL INFORMATION

The Terms constitute the entire agreement between each user and RC and govern each user's use of Application, superseding any prior agreements. The Terms and the relationship between each user and RC shall be governed by the laws of the State of Minnesota without regard to its conflict of law provisions and each party shall submit to the personal and exclusive jurisdiction of the courts located within the county of Hennepin, Minnesota. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. This Application is controlled and operated by RC from its offices within the State of Minnesota, United States of America. RC makes no representation that materials in the Application are appropriate or available for use in other locations. Those who choose to access this Application from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If any provision of the Terms is found by a court of

competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. Nothing herein shall be deemed to create an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship of any kind between RC and any user.