

# Terms of Service

**Effective Date:** May 2, 2022

These Terms of Service (“**Terms of Service**” or “**Terms**”) and our [Privacy Policy](#) (our, “**Privacy Policy**” (collectively, the “**Agreement**”), govern your access and use of the MuzicSwipe website (<https://muzicswipe.com>) made available by MuzicSwipe (collectively, the “**Platform**”). The Platform is owned and operated by MuzicSwipe LLC. (“**MuzicSwipe**,” “**we**,” “**us**,” or “**our**”).

**THESE TERMS AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS AND INCLUDE AN AGREEMENT TO ARBITRATE, A JURY TRIAL WAIVER AND CLASS ACTION WAIVER.**

**By using the Platform or accepting these Terms, you accept and agree to be bound and abide by these Terms and our Privacy Policy. If you do not agree to these Terms or our Privacy Policy, please do not use the Platform.**

We reserve the right to modify, amend, or change the Terms at any time. Notice of any material change will be posted on this page with an updated date. In certain circumstances, we may notify you of a change to the Terms via email or other means; however, you are responsible for regularly checking this page for notice of any changes. Your continued use of the Platform constitutes your acceptance of any change, and you will be legally bound by the updated Terms. If you do not accept a change to these Terms, you should stop using the Platform immediately.

## 1. THE PLATFORM

MuzicSwipe is a music discovery platform intended to foster and support the growth of independent and rising artists. Through the Platform, independent and rising artists (each an “**Artist**”) can engage with their fans (each a “**Fan**”) who have the ability to swipe and stream to discover new artists and music. Fans and Artists are collectively referred to as “**Users**.”

We may provide certain options that are available for Artists or Fans through the Platform (each a “**Subscription**”). Our Subscription options require payment before they can be accessed (the. We may also offer special promotional plans, memberships, or services, including offerings of third-party products and services. We are not responsible for the products and services provided by such third parties.

## 2. YOUR ACCOUNT

**Account.** You must register for an account (“**Account**”) on the Platform. When registering for an Account, you agree that all information you provide to us will be accurate, truthful, current and complete. Only one Account is permitted per User.

To create an Account, you must meet the following requirements:

- You are at least 13 years of age;
- You do not have more than one Account on the Platform; and
- You have not previously been removed from the Platform by us, unless you have our express written permission to create a new Account.

If at any time you cease to meet these requirements, you must immediately delete your Account, and we retain the right to remove your access to our Platform without warning.

**Account Restrictions and Passwords.** To access the Platform, you will be asked to provide us with certain registration information. You agree to provide correct, current, and complete information. You are solely responsible for maintaining the confidentiality of any password you create on the Platform. You should never share your password with third parties. If you believe that someone has gained access to your Account, you should notify us immediately at [privacy@muzicswipe.com](mailto:privacy@muzicswipe.com).

Unless expressly permitted in writing by MuzicSwipe, you may not sell, rent, lease, share, or provide access to your Account to anyone else. MuzicSwipe reserves all available legal rights and remedies to prevent unauthorized use of and access to the Platform.

**Account Termination.** We reserve the right to terminate your Account for any reason, at any time, at our sole discretion. For example, we may suspend or terminate your Account if we suspect you do not meet the eligibility requirements, become aware of any suspicious activity, or we believe the use of your Account violates these Terms or any applicable law. We may require you to verify your eligibility at any time. You acknowledge and agree that you will provide such information upon our request in order to continue to use the Platform.

If your Account is terminated by you or MuzicSwipe for any reason, these Terms continue and remain enforceable between you and MuzicSwipe. Your information will be maintained and deleted in accordance with our [Privacy Policy](#).

**Closing Your Account.** You may deactivate your Account at any time. To do so, please explicitly delete your Account in the Preferences Tab.

We reserve the right to modify or terminate the Platform (including any feature or Subscription), your Account, or your access to the Platform for any reason, without notice, at any time and without liability to you. If we terminate your access to the Platform or you deactivate your Account, your data (including your User Content) will no longer be accessible through your Account, but those materials and information may persist and appear within the Platform. We also may terminate or suspend your participation on the Platform, at our sole discretion.

**If we decide to suspend, terminate or otherwise close your Account, you may not re-activate your Account or register for another Account unless we provide you with our prior written consent.**

### **3. PRIVACY**

Our [Privacy Policy](#) explains what information may be collected through the Platform, how that information may be used and/or shared with others, how we safeguard that information, and how you may access or control its use in connection with our marketing communications and business activities.

### **4. YOUR CONTENT**

Artists and Fans may post, upload, or otherwise contribute content to the Platform (which may include, for example, songs, information, playlist or song titles, descriptions and compilations, and/or other types of content) ("**User Content**").

You promise that, with respect to any User Content you post on the Platform:

- you own or have the right to post such User Content; and
- such User Content, or its use by MuzicSwipe as contemplated by these Terms, does not violate our Community Guidelines (as described below), applicable law, or the intellectual property, publicity, personality, or other rights of others or imply any affiliation with or endorsement of you or your User Content by MuzicSwipe or any artist, band, label, entity or individual without express written consent from MuzicSwipe or such individual or entity.

If you provide feedback, ideas or suggestions to MuzicSwipe in connection with the Platform (including any User Content) ("**Feedback**"), you acknowledge that the Feedback is not confidential and you authorize MuzicSwipe to use that Feedback without restriction and without payment to you. Feedback is considered a type of User Content.

You grant MuzicSwipe a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, irrevocable, fully paid, worldwide license to use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute any of your User Content in connection with the Platform through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content. Where applicable and permitted under applicable law, you also agree to waive and not enforce any "moral rights" or equivalent rights, such as your right to be identified as the author of any User Content, including Feedback, and your right to object to derogatory treatment of such User Content.

MuzicSwipe may, but has no obligation to, monitor, review, or edit User Content. In all cases, MuzicSwipe reserves the right to remove or disable access to any User Content for any or no reason, including User Content that, in MuzicSwipe's sole discretion, violates this Agreement. MuzicSwipe may take these actions without prior notification to you or any third party. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

You are solely responsible for all User Content that you post. MuzicSwipe is not responsible for User Content nor does it endorse any opinion contained in any User Content.

As applicable, you agree that you shall make all payments to any third parties necessary for MuzicSwipe's use under this Agreement of any User Content you provide.

YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST MUZICSWIPE RELATED TO USER CONTENT THAT YOU POST, THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, YOU WILL INDEMNIFY AND HOLD MUZICSWIPE HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF SUCH CLAIM.

## **5. INTELLECTUAL PROPERTY**

### **OUR CONTENT**

The Platform is owned and operated by MuzicSwipe. By registering for an Account or by otherwise using the Platform, you agree that all content, trademarks, and other proprietary materials and/or information on the Platform, including, without limitation, MuzicSwipe's logos, visual interfaces, graphics, design, compilation, information, software, computer code (including source code or object code), services, text, pictures, photos, video, graphics, music, information, data, sound files, other files and the selection and arrangement thereof and all other materials (collectively, "**Our Content**") are protected by copyright, trademark, patent, trade secret, and other laws, and, as between you and MuzicSwipe (and/or third-party licensors), MuzicSwipe owns and retains all rights, title, and interest in the Our Content and the Platform.

All other trademarks, logos, and service marks (collectively, the "**Platform Marks**") are the exclusive property of MuzicSwipe (and/or third-party licensors) or other third parties. Nothing in these Terms grants you a license to use any of the Platform Marks or any of the MuzicSwipe trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

Unless otherwise expressly stated in writing by us, you are granted a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable license to access and use the Platform for your own personal use only, provided that, you acknowledge and agree that you do not acquire any ownership rights in or to the Platform and/or Our Content or any of the Platform Marks by accessing or otherwise using the Platform. The license granted to you herein

may be terminated by MusicSwipe at any time, in its sole discretion. All rights not expressly granted in this Agreement are hereby expressly reserved by MuzicSwipe.

You will agree not to remove, alter, or conceal any copyright, trademark, service mark, or other proprietary rights or notices incorporated in or accompanying Our Content. Nothing contained on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Our Content displayed on the Platform, and you will not reproduce, modify, adapt, prepare derivative works from, perform, display, publish, distribute, transmit, broadcast, sell, license, or otherwise exploit any of Our Content without the written permission of MusicSwipe or such third party that may own any Platform Marks displayed on the Platform.

## **6. DIGITAL MILLENNIUM COPYRIGHT ACT**

MusicSwipe has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (“**DMCA**”). If you believe that your work has been copied and posted on the Platform in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Platform (and such description must be reasonably sufficient to enable us to find the alleged infringing material);
- your contact information, including address, telephone number and email address;
- a written 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
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

Notice of claims of copyright infringement should be provided to MusicSwipe’s Copyright Agent via email to [copyright@muzicswipe.com](mailto:copyright@muzicswipe.com), by phone to (305) 285-9641 or via mail to the following address:

**Copyright Agent**  
c/o MusicSwipe LLC  
1951 NW 7th Ave.  
#600  
Miami, FL 33136

MusicSwipe will terminate the Account of any repeat infringer.

## 7. COMMUNITY GUIDELINES

When you create an Account or otherwise use the Platform, you acknowledge and agree that:

- You will abide by these Terms.
- You are responsible for keeping your Account password secret and secure.
- You are solely responsible for your conduct and for any activity that occurs through your Account.
- You agree that MuzicSwipe is not responsible or liable for the conduct of any User. MuzicSwipe reserves the right, but has no obligation, to monitor or become involved in disputes between you and other Users.
- You are solely responsible for obtaining and maintaining all telephone, computer hardware, software, accessories, and other equipment needed for you to access and to use the Platform.
- You will treat others with respect (including when communicating with any MuzicSwipe representatives or other employees).
- You will not impersonate any person or entity; falsely claim an affiliation with any person or entity; access the Accounts of others without permission; misrepresent the source, identity, or content of information transmitted via the Platform; or perform any other similar fraudulent activity.
- You will not use the Platform for any harmful, illegal, nefarious, or untoward purpose.
- You will not use or attempt to use any cheats, bots, automation software, hacks, or any third-party software designed to interfere with the Platform.
- You will not solicit, collect, use, or attempt to use the Account login credentials of any other User.
- You will not defame, stalk, bully, spam, abuse, harass, threaten, impersonate, or intimidate anyone on the Platform, and you must not stream, broadcast or post or otherwise use information via the Platform that may lead to violations of intellectual property or data privacy laws.
- You will not interfere or disrupt the Platform or its servers or networks connected to the Platform including by transmitting any worms, viruses, spyware, malware, malicious code, or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with how any MuzicSwipe page is rendered or displayed in a browser or on a device.
- You will not crawl, scrape, cache, or otherwise access any content or information (including User Content) on the Platform via automated means.
- You will not create an Account through any unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler, or scraper. Should

you use any automatic, macro, program, or similar method, or otherwise commit fraud with regard to the Platform, MuzicSwipe reserves the right to pursue legal action against you.

- You will not attempt to indicate in any manner, without our prior written permission, that you have a relationship with MuzicSwipe or that we have endorsed you or any products or services for any purpose.
- You will not use the Platform for any illegal purpose, or in violation of any local, state, national, or international law or regulation, including without limitation laws governing intellectual property and other proprietary rights, data protection, and privacy.
- You will not post or share any Prohibited Content, as described below.

We reserve the right to refuse access to the Platform to you, for any reason at any time, at our sole discretion.

You are prohibited from uploading or sharing any content (including User Content) that ("**Prohibited Content**"):

- We may deem to be offensive, or we believe may harass, upset, embarrass, alarm or annoy any other person.
- Is violent, threatening, obscene, or that is otherwise offensive.
- Is abusive, insulting, threatening, discriminatory, or that promotes or encourages racism, sexism, hatred, or bigotry.
- Encourages or facilitates any illegal activity including, without limitation, terrorism, inciting racial hatred, or the submission of which in itself constitutes committing a criminal offense.
- Is defamatory, libelous, or untrue.
- Infringes upon any third party's rights (including, without limitation, intellectual property rights and privacy rights).
- Includes the image or likeness of another person without that person's consent (or in the case of a minor, the minor's parent or guardian), or the image or likeness of a minor without the permission of that minor's parent or guardian.
- Is inconsistent with the intended use of the Platform.
- Could harm the reputation of MuzicSwipe or the Platform.

If you upload or share any Prohibited Content, we may immediately suspend or terminate your Account.

You acknowledge and agree that posting any User Content that violates these Community Guidelines (or that we reasonably believe violates these Terms) may also result in immediate termination or suspension of your Account.

## 8. Subscriptions

**Your Subscription will automatically renew at the end of the applicable subscription period, unless you cancel your Subscription before the end of the then-current subscription period.**

You can purchase a Subscription directly from MusicSwipe by paying a subscription fee (plus applicable taxes) in advance, on a monthly basis (or some other recurring interval that is disclosed prior to your purchase). Applicable taxes are calculated based on the information you provide to us and the applicable rate at the time of your monthly charge.

**Subscription Pricing.** From time to time, MusicSwipe may make changes to our Subscriptions, including recurring subscription fees. If we make changes to your Subscription fees, we will communicate any price changes to you in advance. Price changes will take effect at the start of the next subscription period following the date of the price change and, by continuing to use the Service after the price change takes effect, you will have accepted the new price. If you do not agree to a price change, you can reject the change by unsubscribing from the applicable Subscription prior to the price change going into effect.

Tax rates are based on the rates applicable at the time of your monthly subscription charge. These amounts can change over time with local tax requirements in your country, state, territory, county, or city. Any change in tax rate will be automatically applied based on the account information you provide.

**Subscription Renewal and Cancellation.** Your Subscription will automatically renew at the end of the applicable subscription period, unless you cancel your Subscription before the end of the then-current subscription period. To cancel your Subscription, you must click "Cancel" in the "Subscription" tab on your web-based Account profile or you can email us at [contact@muzicswipe.com](mailto:contact@muzicswipe.com) and request to cancel your Subscription. The cancellation will take effect the day after the last day of the current subscription period, and you will be able to use any available Subscription benefits until the last day of the subscription period in which you cancel. MusicSwipe does not provide refunds or credits for any partial subscription periods, except as expressly stated in these Terms.

MusicSwipe shall have no liability to you, nor any obligation to provide a refund to you, in connection with internet or other service outages or failures that are caused by the actions of government authorities, other third parties, or events beyond our control.

## 9. DISCLAIMER OF WARRANTIES

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE PLATFORM IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MUZICSWIPE AND ITS SUBSIDIARIES, AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, AND LICENSEES (THE "**MUZICSWIPE PARTIES**") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED



WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS, AND FREEDOM FROM ERRORS, VIRUSES, BUGS, OR OTHER HARMFUL COMPONENTS.

THE MUZICSWIPE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES THAT (A) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) THE PLATFORM WILL MEET YOUR REQUIREMENTS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION OBTAINED BY YOU THROUGH THE PLATFORM WILL MEET YOUR EXPECTATIONS; (D) YOUR INFORMATION CREATED THROUGH THE PLATFORM, IN WHATEVER FORM OR MEDIUM, WILL NOT BE LOST; OR (E) ANY ERRORS WILL BE CORRECTED.

THE MUZICSWIPE PARTIES SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY, OR OTHER CAUSE OF ANY KIND BASED UPON OR RESULTING FROM THE PLATFORM.

## **10. LIMITATION OF LIABILITY AND WAIVER**

UNDER NO CIRCUMSTANCES WILL THE MUZICSWIPE PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE PLATFORM; (B) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE PLATFORM; (C) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE MUZICSWIPE PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE PLATFORM; (D) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (E) ANY ERRORS OR OMISSIONS IN THE PLATFORM'S OPERATION; OR (F) ANY DAMAGE TO ANY OTHER USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF FORESEEABLE OR EVEN IF THE MUZICSWIPE PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE MUZICSWIPE PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, IF THE MUZICSWIPE PARTIES ARE FOUND LIABLE TO YOU FOR ANY DAMAGE OR LOSS ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR USE OF THE PLATFORM, IN NO EVENT WILL THE MUZICSWIPE PARTIES TOTAL LIABILITY TO

YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED FIVE HUNDRED UNITED STATES DOLLARS (\$500.00).

MUZICSWIPE IS NOT RESPONSIBLE FOR THE ACTIONS, USER CONTENT, INFORMATION, CONTENT OR DATA OF THIRD PARTIES, AND YOU RELEASE THE MUZICSWIPE PARTIES FROM ANY CLAIMS AND DAMAGES, KNOWN OR UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

## **11. INDEMNIFICATION**

You agree to defend, indemnify and hold the MusicSwipe Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of or in any way connected to your use or misuse of the Platform or with any of the following (including as a result of your direct activities on the Platform or those conducted on your behalf): (A) your breach or alleged breach of these Terms of Service; (B) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (C) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; (D) any misrepresentation made by you; or (E) your breach or alleged breach of the representation and warranties set forth in these Terms. MusicSwipe reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of MusicSwipe.

## **12. ARBITRATION AGREEMENT, CLASS ACTION WAIVER, JURY TRIAL WAIVER**

**Arbitration Agreement.** If you pursue a legal claim against MusicSwipe, you agree to arbitration (with limited exceptions and except where prohibited by law):

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or our Platform shall be binding arbitration administered by JAMS under the JAMS Streamlined Arbitration Rules & Procedures, except as modified by these Arbitration Procedures.

The one exception is that either party has the right to bring an individual claim against the other in a small-claims court of competent jurisdiction, or, if filed in arbitration, the responding party may request that the dispute proceed in small claims court if the party's claim is within the jurisdiction of the small claims court. If the responding party requests to proceed in small claims court before the appointment of the arbitrator, the arbitration shall be administratively closed, and if requested after the appointment of the arbitrator, the arbitrator shall determine if the dispute should be decided in arbitration or if the arbitration should be administratively closed and decided in small claims court. Whether you choose arbitration or small-claims court, you

may not under any circumstances commence or maintain against MuzicSwipe any class action, class arbitration, or other representative action or proceeding.

Your rights will be determined by a neutral arbitrator, not a judge or jury, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can and decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against MuzicSwipe (except for small-claims court actions) may be commenced only in the federal or state courts located in Miami-Dade County, Florida. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

**CLASS ACTION WAIVER. WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.** If a court or arbitrator determines in an action between you and us that this Class Action Waiver is unenforceable, the arbitration agreement will be void as to you.

**JURY TRIAL WAIVER. IF A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**

### **13. LIMITATIONS AND MODIFICATIONS**

MuzicSwipe will make reasonable efforts to keep the Platform operational. However, certain technical difficulties, maintenance or testing, or updates required to reflect changes in relevant laws and regulatory requirements, may, from time to time, result in temporary interruptions. MuzicSwipe reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Platform, with advance notice where possible, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Platform or any function or feature thereof. You understand, agree, and accept that MuzicSwipe will make reasonable efforts, although it has no obligation to maintain, support, upgrade, or update the Platform, or to provide all or any specific content through the Platform. MuzicSwipe and/or the owners of any content may, from time to time, remove any such content without notice. This section will be enforced to the extent permissible by applicable law.

### **14. LINKS TO OTHER WEBSITES**

The Platform may contain links to other sites maintained by third parties. These links are provided only as a convenience to you. MuzicSwipe, its subsidiaries and affiliated companies

have no control over, and are not responsible for any content, products, or services offered by or found on third party sites, or their privacy policies. Links to third party sites do not constitute an assumption of liability or sponsorship, endorsement, or approval of these sites or the content contained in these sites.

## **15. COMMUNICATIONS**

By using the Platform, you consent to receiving certain electronic communications from MuzicSwipe as further described in our Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures or other communications that MuzicSwipe sends to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## **16. NOTICE**

All notices to MuzicSwipe shall be in writing to either the mailing or e-mail address listed below and will be deemed given on the date received. Notices to you may be sent to the e-mail or mailing address supplied by you when you registered for an Account.

### **MuzicSwipe LLC**

1951 NW 7th Ave.

#600

Miami, FL 33136

[contact@muzicswipe.com](mailto:contact@muzicswipe.com)

## **17. GENERAL PROVISIONS**

**Governing Law & Venue.** These Terms of Service are governed by and construed in accordance with the laws of the State of [Florida], without giving effect to any principles of conflicts of law. Notwithstanding the foregoing, the Arbitration Agreement above shall be governed by the Federal Arbitration Act. All claims arising out of or relating to this Agreement, to the Platform, or to your relationship with MuzicSwipe that for whatever reason are not submitted to arbitration will be litigated exclusively in the federal or state courts of Miami-Dade County, Florida. You and MuzicSwipe consent to the exercise of personal jurisdiction of courts in the State of New York and waive any claim that such courts constitute an inconvenient forum.

**Additional Terms.** Additional terms and conditions may apply to specific features or your use of certain portions of the Platform. These additional terms also are legally binding.

**No Waiver.** Any waiver of any provision of this Agreement will be effective only if in writing and signed by or on behalf of MuzicSwipe. No failure or delay by MuzicSwipe in exercising any right, power, or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof

or the exercise of any other right, power, or privilege under these Terms. This provision will survive the termination of any and all of your transactions with MuzicSwipe.

**Severability.** Unless otherwise expressly provided herein, the invalidity or enforceability of any provision of these Terms will not affect the validity or enforcement of any other provision, all of which remain in full force and effect.

**Headings.** The headings in these Terms are for convenience only and have no legal or contractual effect.

**Assignment.** MuzicSwipe may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent.

**Entire Agreement.** This Agreement (which includes these Terms of Service, our Privacy Policy and any other MuzicSwipe terms that govern your use of Platform), constitutes the entire agreement between you and MuzicSwipe.

## **18. CHANGES**

We may revise and update these Terms from time to time, in our sole discretion. Notice of any material change will be posted on this page with an updated effective date.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to such changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

## **19. CONTACT US**

If you have any questions or concerns, please contact us at [contact@muzicswipe.com](mailto:contact@muzicswipe.com) or 1951 NW 7th Ave, #600 Miami, FL 33136.