

COMMERCIAL SUBSCRIPTION MUSIC LICENSE

1 Parties

1.1 The terms set forth in this Commercial Plan Music License Subscription (this “Agreement”) apply to your use of the Subscription provided by Persona Music (7009 SW 53rd Ln, Miami, Florida, 33155) (“Persona Music”).

1.2 By clicking “I agree”, or otherwise signifying your acceptance of these terms and conditions, you are agreeing to be legally bound by this Agreement, the General Terms and Conditions, the Cookie Policy, and the Privacy Policy, all of which are available through the Persona Music Online Player website and incorporated herein by reference. You warrant that you are of legal age and are authorized to enter into this Agreement. If you are signing up for the Subscription, or accessing or using the Persona Music Online Player, in connection with your employment, you hereby represent to us that you are authorized to and hereby do bind your company/employer to this Agreement, and any references herein to “you” and “your” will refer to both you and your company/employer, as applicable.

2 Definitions

2.1 In this Agreement the following words and expressions shall have the following meanings: “Persona Music Online Player” means the website provided by Persona Music, currently with the URL address app.personamusic.io offering you access to search for, listen to and download the Music Pieces. “Music Piece” means each and every sound recording contained in the Persona Music music catalog in the Persona Music Online Player from time to time. “Subscription” means the commercial plan of the music license subscription offered by Persona Music, including access to the Persona Music Online Player and the right to use the Music Pieces in accordance with the terms set forth in this Agreement.

3 License grant and restrictions

3.1 Subject to the terms and conditions of this Agreement, Persona Music hereby grants to you; (a) for the term of this Agreement, the right to access the Persona Music music catalog in the Persona Music Online Player, to make copies of the Music Pieces in order to synchronize them, in whole or in part, in audiovisual and podcast productions produced by or on behalf of yourself (the “Customer Productions”); and

(b) for the term of this Agreement and in perpetuity the right to make any Customer Production containing any Music Piece available worldwide on any and all online channels and platforms provided that the Customer Production is completed during the term of this Agreement.

3.2 You may sub-license the rights granted to you under Section 3.1 (a) to independent production companies for the purpose of making Customer Productions on your behalf. For the avoidance of doubt, any such sub-licenses may only be granted during, and be valid for, the term of this Agreement. You remain responsible, as for your own debt, for any such sub-licensees’ use of the music catalog and the Music Pieces.

3.3 You may sub-license the rights granted to you under Section 3.1 (b) above, i.e. the right to make available Customer Productions, to third parties (provided for the sake of clarity that the Customer Production is completed during the term of this Agreement).

3.4 This Subscription is intended to cover most commercial use cases. However, the following use cases are NOT covered by this Agreement (for which use cases you can contact us at persona_support@personamusic.io).

1. You may not use any Music Pieces under this Subscription if you are (or you form part of an undertaking that is):

a. a private or publicly held company with an actual or perceived market cap (market value) of at least one (1) billion US dollars; or

b. a major publisher, meaning that you have an annual turnover of over USD ten million and/or you publish more than five titles. Publishers include without limitation digital publishers, podcast publishers, video game publishers, broadcasters, and similar media companies.

Not sure if the above is you? Contact us at persona_support@personamusic.io and we will help you find out.

2. You may not distribute any Customer Productions incorporating Music Pieces via:

a. linear television (e.g. broadcast, IPTV, cablecast, or satellite television) or as theatrical releases; or

b. commercial streaming (and/or download) services (e.g. Netflix, iTunes, Hulu, fitness or wellbeing VOD services, and similar OTT, AVOD, FVOD and SVOD services). For the avoidance of doubt, you are free to upload the Customer Productions to social media and video sharing platforms such as YouTube, Facebook, Instagram, Twitch or Vimeo.

3. You may not use any Music Pieces under this Agreement:

a. in TV shows, TV ads, feature films, theme songs, or incorporated into a logo, trademark or service mark;

b. on a standalone basis including without limitation that the Music Pieces may not be repackaged (in whole or in part) as for example audio samples, sound libraries, sound effects, or music beds, nor combined with a single still image or limited animation where the production is essentially tantamount to use of the Music Pieces on a standalone basis, meaning uses where complete or almost complete Music Pieces are used and where any accompanying visuals are of a subordinate importance (you can read more in the FAQ [here](#));

c. in any way that is intended to allow third parties to download and/or otherwise access or use the Music Pieces on a standalone basis, including without limitation in any digital templates or other applications enabling end users to synchronize or otherwise combine the Music Pieces with other content, or in any manner enabling users to create or order on-demand products (such as electronic greeting cards or ringtones) or make the Music Pieces available in any physical products (e.g. in speakers); or

d. in connection with any material or otherwise in a manner or context that is defamatory, illegal or inciteful of an illegal act; immoral; racist; hateful or discriminating against any person based on for example race, nationality, religion, ethnic identity, gender, gender identity or sexual orientation; constitutes encouragement of violence or use of weapons; pornographic; or in a manner or context that otherwise violates any rights of anyone associated with the Music Pieces. You shall comply with any applicable laws and regulations. Moreover, you may not use the Music Pieces in connection with sensitive subjects without the prior written consent of

Persona Music. Sensitive subjects include, but are not limited to, political content, such as the promotion, advertisement or endorsement of any party, candidate or elected official; and “adult videos” and promotion of adult entertainment venues, escort services, or the like.

3.5 The subscription only covers use by one individual person (but you can contact us persona_support@personamusic.io to request a custom license if you need more seats). If we have concrete reasons to believe that more than one person is using the same account, we reserve the right to either (i) immediately terminate the account, without refunding any prepaid fees, or (ii) with retroactive effect assess additional fees to you calculated in each instance on the then-current per-user pricing of the Subscription for each additional user.

3.6 You may not change the Music Pieces but may cut and/or loop them as required for inclusion in the Customer Productions. All rights and licenses granted hereunder are non-exclusive, non-transferable and non-assignable and may not be sub-licensed other than as expressly permitted under this Agreement. You may only use the Music Pieces in accordance with the rights and licenses granted under this Agreement.

4 Monetization

4.1 Subject to your compliance with this Agreement, you may allow, and receive remuneration from, the display of third-party ads in connection with making available your Customer Productions on social media platforms such as YouTube offering such possibilities (i.e. you may clear your Customer Productions for monetization). You are responsible for clearing the Customer Productions and/or relevant social media channels with Persona Music, in accordance with the instructions that Persona Music provides from time to time.

4.2 You may clear one channel per social media platform. If you want to clear several channels on the same platform, you will need a subscription for each channel. In addition to clearing your channels, you may clear a limited amount of video URLs outside of your own channels (e.g. Customer Productions posted on your end clients’ channels).

4.3 Persona Music monetizes unlicensed use of the Music Pieces on YouTube and/or other platforms. Without correct clearing, Persona Music is unable to tell a licensed Customer Production from unlicensed use, and thus reserves the right to monetize any Customer Productions containing Music Pieces that are not correctly cleared. Should a Customer Production licensed under this Agreement be monetized or otherwise receive a claim from Persona Music, you may notify Persona Music through persona_support@personamusic.io and Persona Music will discontinue such monetization/release the claim without undue delay. Persona Music will have no responsibility, and will not reimburse you, for any monetization of Customer Productions by Persona Music for any period prior to such Customer Productions having been correctly cleared for monetization.

5 Payment

5.1 For the rights granted herein you will be charged a subscription fee at the beginning of each Subscription Period (as defined in Section 6.1 below), in the amount stated in the subscription section on the Persona Music website. The subscription fee constitutes a fixed sum and no additional fees will be owed by you in relation to your permitted use of the rights granted herein to (i) Persona Music, (ii) any composer, performer, producer or other person involved in the

creation of the Music Pieces or (iii) any collecting society except where the collection is exclusively delegated to such society by local statute, irrespective of the membership of, or any contractual mandate from, any of the composers, performers or other rights holders in the Music Pieces.

5.2 If you provide a VAT number and applies a VAT reverse charge on a purchase and the VAT number is invalid or non-applicable, Persona Music has the right to credit you and to issue a new invoice with a correct VAT charge, for which you will be obliged to pay.

5.3 Persona Music may change the subscription fee from time to time and will communicate any such changes to you in advance. Price changes will take effect no earlier than at the start of the Subscription Period following the date of the change. If you do not accept the price change, you may terminate your Subscription at any time prior to such price change.

6 Term and termination

6.1 This Agreement shall enter into force upon your acceptance of the terms set forth herein and will be automatically prolonged for periods of either one (1) month or twelve (12) months depending on your chosen payment plan (each such period constitutes a "Subscription Period") until terminated by you or by Persona Music prior to the end of the then-current Subscription Period.

6.2 Persona Music has the right to terminate your Subscription and this Agreement and to suspend your access to the Persona Music Online Player at any time in the event of your actual or suspected unauthorized use of the Music Pieces or non-compliance with the provisions set forth in this Agreement.

6.3 To the fullest extent permitted under applicable law and except as otherwise stated herein, you agree that Persona Music will have no liability or responsibility to you and that Persona Music will not refund any amounts that you have already paid if you terminate this Agreement or if Persona Music terminates this Agreement or suspends your access to the Persona Music Online Player in accordance with the provisions herein.

6.4 After termination of this Agreement has taken effect, you are no longer entitled to use and access the music catalog and shall return to Persona Music, or otherwise destroy or remove from any storage, any and all copies of the music catalog and the Music Pieces contained therein.

6.5 For clarity and subject to your compliance with the terms herein, you may continue to distribute Customer Productions in accordance with Section 3.1 (b).

7 Ownership and intellectual property rights

7.1 Persona Music holds all copyrights and neighboring rights in and to the music catalog and is the sole rights holder in respect of the Music Pieces.

7.2 You hereby acknowledge that you do not acquire any proprietary rights as a result of this Agreement in relation to any Music Pieces. The Music Pieces are the sole property of Persona Music.

8 Trademarks and credits

8.1 Neither party is granted any right or interest in or to the trademarks, brands or trade names of the other party. Neither party may use the other party's trademarks, brands or trade names without the prior written consent of the other party.

8.2 Credit shall - to the extent reasonably possible, in relation to uses where it is standard practice to do so or if credits are provided for other music or content providers - be accorded in a form substantially similar in form and substance to the following: "Artist's Name / Title of Music Pieces / courtesy of app.personamusic.io". The above credit will, if possible, be displayed as a hyperlink to app.personamusic.io.

9 Liability

9.1 Subject to the liability limitations set forth below, each of the parties will be liable for any direct damages incurred by the non-breaching party as a result of the breaching party's breach and/or failure to perform its obligations under the Agreement.

9.2 EXCEPT AS NOTED BELOW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS.

9.3 IN NO CASE WILL Persona Music BE LIABLE TO YOU FOR DAMAGES THAT CORRESPOND TO A HIGHER VALUE THAN ALL LICENSE FEE AMOUNTS RECEIVED BY Persona Music FROM YOU UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE TIME SUCH DAMAGE AROSE.

9.4 The above limitations of liability do not apply with respect to damage occasioned by fraud, wilful misconduct, or gross negligence of a party.

10 Disclaimers

10.1 You acknowledge and agree that the Persona Music online player is provided "as is" and Persona Music disclaims all warranties express or implied, including but not limited to (a) implied warranties of merchantability or fitness for a particular purpose; (b) warranties as to the quality or performance of the materials, information, goods, services, technology and/or content provided under or in connection with this agreement, including but not limited to any limitations on user access to or use of content; and (c) warranties as to the performance of computers, technology and/or networks.

10.2 If you connect your account to a third-party application, we may automatically share your activity and activity-related stories with that service, including the content you consume. You understand and agree that such information may be attributed to your account on the third-party application and may be published on such service. You understand and agree that a third party application's use of information collected from you (or as authorized by you) is governed by the third party application's privacy policies and your settings on the relevant service, and our use of such information is governed by our privacy policy and your account settings.

11 Assignment

You may not wholly or partially assign or pledge any of its rights and/or obligations under this Agreement without Persona Music's prior written consent. Persona Music may transfer this Agreement and/or wholly or partially assign or pledge any of its rights and/or obligations under this Agreement to any third party provided that such third party agrees to be bound to this Agreement.

12 Severability

If one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect under applicable mandatory law, the validity, legality and enforceability of the remaining provisions shall not be affected. Such severed provisions shall be revised only to the extent necessary to make them enforceable.

13 Amendments

Occasionally Persona Music may, in its discretion, make amendments to this Agreement. If Persona Music makes amendments to this Agreement that Persona Music deems material for you, Persona Music will notify you through the website. By continuing to use the Persona Music Online Player after changes to this Agreement have been made you are expressing and acknowledging your acceptance of the changes.

14 Applicable law

This Agreement shall be governed by and construed in accordance with the laws of Sweden, without regard its principles of conflicts of law.

15 Dispute resolution

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof shall be finally settled by a public court with the Stockholm district court as the court of first instance.

16 International issues

You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or to any sale of goods carried out as a result of your use of the services offered hereunder. Software related to or made available by the services offered hereunder may be subject to export controls, and, except as authorized by law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to export controls or sanctions.

General Terms and conditions

1. General

These General Terms and Conditions ("Terms and Conditions") applies to the use of this website including the Persona Music's online music catalog service (the "Service"), any software applications or access to any content or material made available by Persona Music. When visiting our website these Terms and Conditions, our Cookie Policy and our Privacy Policy applies to your use. If you do not want to be bound by the above mentioned terms, please do not visit this website and do not use our Service.

Please note that any and all use of the music provided within the Service will be subject to a separate music license agreement (either between you and Persona Music or between Persona Music and one of our partners that allows you to use the music) which regulates your right to use and distribute the music. More information about the different licenses and subscriptions that Persona Music offers can be found on the website or, by contacting persona_support@personamusic.io. If you have any questions regarding your right to use the music under a partner (such as a multi-channel network/"MCN") agreement, please contact the relevant partner/MCN or Persona Music's persona_support@personamusic.io.

The Service is provided by Persona Music ("Persona Music").

By visiting this website and/or using the Service you acknowledge that you have read and understood and agree to be bound by these Terms and Conditions and therein referred to documents.

Persona Music reserves the right, at its full discretion, to modify these Terms and Conditions at any time. Such modification enters into force when published on app.personamusic.io or communicated to you in any other appropriate manner. Your continued use of the Service after such modification is valid as consent thereto. Do check the website regularly to verify whether these Terms and Conditions or other document referred to herein have been modified. If you do not accept to abide by these Terms and Conditions (or cannot comply with them) you may not use the Service, the website or access any content.

Any translation of these Terms and Conditions from English into another language is made only for convenience purposes and the translation will not be a valid contract. At all times will the English version be the prevailing one and the version valid as agreement and Terms and Conditions. If you wish to receive these Terms and Conditions and relevant documents thereto in another language, please contact us via the contact details provided below.

2. The Service and General Limitations of Use

The Service is an online music catalog service, by which Persona Music makes available digital music files (collectively as well as any part thereof "Content") for the purpose to be used in audiovisual productions and/or other productions, under the terms and conditions as set out in these Terms and Conditions and the applicable music license agreement.

You access the Service from Persona Music's online interface. The Service is available for entities and persons that have registered and created user accounts to the Service. In order to use the Service and access the Content you will have to be no younger than 16 years old. You will also have to have the power to enter into a binding contract (i.e. be of mental capacity to enter into binding agreements, not personally bankrupt etc.) and not be barred from doing so under any applicable law. If you are under 16 years old, or unable to solely enter into a binding

agreement with Persona Music, please contact Persona Music's persona_support@personamusic.io.

The assortment of Content may be amended at all times by Persona Music, with or without any notice to you. You accept that the Content that is available might not be available at a later stage.

Content types and descriptions, such as genres, categories etc., are provided for your convenience only and Persona Music does not guarantee their accuracy.

You agree not to use or launch any automated system (including, without limitation, any robot, spider or offline reader) that accesses the Service in a manner that sends more requests to Persona Music or its servers in a given period of time than a human can reasonably produce in the same period by using a publicly available, standard (i.e. not modified) web browser.

You agree to only download Content in accordance with the restrictions applicable to your account.

3. How to Access the Service and Your Account

In order to use the Service you must create a personal account and register as user by following the instructions that are further specified in the user registration form. Your account will contain basic account information including username and password. The password you choose must be a unique and distinct password. You are responsible for your username and password and should never give out your password to anyone else. You may not select or use an identity of another person with the intent to impersonate that person. You must use a valid e-mail address and Persona Music reserves the right to test and to verify this at any time. You are not allowed to have more than one account. It is prohibited to agree with third parties upon the transfer, the utilization or the provision of accounts, resources or access data.

You must notify Persona Music immediately of any breach of security or unauthorized use of your Persona Music account that you become aware of.

You agree that you will be solely responsible (to Persona Music, and to others) for all activity that occurs under your Persona Music account.

4. Trials, Payments etc.

Some of our different Services requires payment. If you have received a discount code or free offer/a free trial period provided by Persona Music or from a third party acting on behalf of Persona Music for access to a paid Service, separate additional terms and conditions for such offer may also apply to such access to the Service and you must agree to comply with such terms in order to be able to use the Service.

If you have been offered a free trial, Persona Music reserves the right, in its sole discretion, to determine your eligibility for a trial, and if you're determined not to be eligible, modify the trial at any time with prior written notice. For some trials we require you to provide payment details to start the trial. At the end of such trial, and if you have not decided to terminate the agreement, Persona Music will automatically start to charge for such provided Service.

5. Intellectual Property Rights

You may not use, transfer, display, perform or otherwise make the Content available except as expressly permitted under these Terms and Conditions and under the applicable music license agreement.

All content available through the Service and on the website, including designs, text, graphics, pictures, videos, information, applications, software, music, sound and other files, are the proprietary property of Persona Music.

Except for the rights expressly granted to you in the applicable music license agreement and in these Terms and Conditions, no right to the Service or the Content is assigned to you, and all right, title and interest in the Service and the Content are reserved and retained by Persona Music. Persona Music do under no circumstances transfer any right, title or interest in the Content to you, and you do not acquire any ownership rights to the Service or the Content. Please note that you may not use the Content in connection with any material or otherwise in a manner or context that is defamatory, illegal or inciteful of an illegal act; immoral; racist; hateful or discriminating against any person based on for example race, nationality, religion, ethnic identity, gender, gender identity or sexual orientation; constitutes encouragement of violence or use of weapons; pornographic; or in a manner or context that otherwise violates any rights of anyone associated with the Content. You shall comply with any applicable laws and regulations. Moreover, you may not use the Content in connection with sensitive subjects without the prior written consent of Persona Music. Sensitive subjects include, but are not limited to, political content, such as the promotion, advertisement or endorsement of any party, candidate or elected official; and "adult videos" and promotion of adult entertainment venues, escort services, or the like.

Please also note that you are not allowed to upload or otherwise exploit the Content provided in the Service as stand-alone files (for example, uploading the track to any kind of distribution platform or otherwise distributing a track as a full-length (or shortened) file, on its own or with a just background picture and/or just the name of the artist/track).

6. Use of Computer Resources

You agree that Persona Music has the right to allow the Service to make use of the storage hardware, processor and bandwidth of your Internet connection, computer, game console, work station or similar media device; however, only as reasonably necessary to provide the Service. If you are connected to the Internet in a foreign country the Service may still make use of the storage hardware, processor and bandwidth on your Internet connection, computer, game console, work station or similar media device. As a consequence extra charges from your Internet Service Provider ("ISP") may be brought on you. Check with your ISP for further details. By using the Service you agree to take responsibility for these extra charges towards your ISP and you agree to indemnify Persona Music for any third party claims due to the extra charges from your ISP referable to you.

7. Third Party Applications

The Service and website is integrated with third party applications, websites and other services to make the Service and Content available to you as a user. These third party applications may have their own terms and conditions of use etc., and your use of these third party applications will therefore be subject to the applicable terms and conditions for such third party provider. Persona Music is not responsible or liable for behavior, content or features of any third party application.

8. Advertisement

You may separately have accepted to be exposed to commercial messages, newsletters and advertisement sent by Persona Music when using the Service. If you do not want to be notified about these offers or news you may always opt-out from such information by following the instructions in each notification which you receive.

9. Support

You will find answers to the most frequently asked questions about the Service on the website app.personamusic.io. You are always welcome to contact Persona Music on through this persona_support@personamusic.io.

10. Privacy and Personal Data

Persona Music process personal data about you and your use of the Service in accordance with Persona Music's [Privacy Policy](#) and [Cookie Policy](#) applicable from time to time.

11. YouTube API Services

Persona Music's API Client uses YouTube API Services. If you are using our Service on YouTube, you hereby by agreeing to our Privacy Policy also certify that you have read and agree to YouTube's [General Terms](#) of [Service and Google's Privacy Policy](#).

12. Service Level and Disclaimer

Persona Music will make reasonable efforts to keep the Service operational. However, technical problems or maintenance may, from time to time, result in interruptions.

Persona Music is not responsible for unavailability or deficiencies of the Services caused by you, deficiencies in the Internet access or any other event beyond Persona Music's control.

Persona Music will from time to time carry out updates and maintenance of the Service, during which the Service might be unavailable. Persona Music will try to arrange updates and maintenance outside of peak usage hours.

THIS SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW Persona Music MAKES NO WARRANTY, REPRESENTATION, EXPRESS OR IMPLIED, AND/OR DISCLAIMER AS REGARDS TO THE AVAILABILITY, FITNESS FOR PURPOSE, NON-INFRINGEMENT, CONTENT OR OTHER

DATA PROVIDED AND THE QUALITY OF THE SERVICE. YOU USE THE SERVICE AT YOUR OWN RISK. YOU ALSO ACKNOWLEDGE THAT FREEDOM FROM PROGRAM ERRORS CANNOT BE OBTAINED IN THE SOFTWARE INDUSTRY. NEITHER Persona Music NOR ANY OWNER OF CONTENT WARRANTS THAT THE SERVICE IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS.

Persona Music (INCLUDING, BUT NOT LIMITED TO, AFFILIATED COMPANIES AND THEIR CONTRACTORS, OFFICERS, DIRECTORS AND EMPLOYEES) SHALL IN NO EVENT, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BE LIABLE FOR ANY DAMAGES AS A CONSEQUENCE OF SHUTDOWN, LOSS OF OR EFFECT ON DATA, LOSS OF PROFIT, AND CLAIMS FOR DAMAGES BY A THIRD PARTY OR OTHER INDIRECT INJURY.

Persona Music reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, functions and features of the Service with or without notice, and Persona Music shall have no liability to you if Persona Music exercises such rights.

13. Indemnity

Upon request by Persona Music, you agree to indemnify, defend and hold Persona Music harmless (including, but not limited to, affiliated companies and their contractors, officers, directors and employees) from all claims, liabilities and expenses (including reasonable attorney's fees) that arise from your misuse of the Service in a manner not in strict conformance with these Terms and Conditions.

Furthermore, Persona Music reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. However, in which event you accept to cooperate with Persona Music in asserting any available defenses.

14. Limitation

YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICE IS TO UNINSTALL ANY SOFTWARE AND TO STOP USING THE SERVICE. WHILE Persona Music ACCEPTS NO RESPONSIBILITY FOR THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO Persona Music, FOR ANY PROBLEMS OR DISSATISFACTION WITH THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, IS TO UNINSTALL AND/OR STOP USING ANY SUCH THIRD PARTY APPLICATIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL Persona Music, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (2) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS (WHETHER DIRECT OR INDIRECT), IN ALL CASES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE AND/OR CONTENT, THIRD PARTY APPLICATIONS, OR THIRD PARTY

APPLICATION CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER Persona Music HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (3) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO Persona Music DURING THE PRIOR TWELVE MONTHS IN QUESTION, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW.

Nothing in the Agreements removes or limits Persona Music's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, and, if required by applicable law, gross negligence.

15. Term and Termination

This agreement will continue to be in force until terminated by you or Persona Music. If you or Persona Music terminate this agreement for any reason or if you violate any of the terms or conditions in these Terms and Conditions or any thereto related documents, your right to use the Service and access to Content will immediately terminate. Persona Music may further, at its sole discretion, terminate your account and your access to the Service with 2 week's notice.

16. Assignment

Persona Music is entitled to in whole or in part assign its rights and obligations under these Terms and Conditions to a third party. You may not assign these Terms and Conditions to any party.

17. Partial Invalidity

If any provision of these Terms and Conditions shall be invalid or unenforceable, at any time or to any extent, then the remainder of these Terms and Conditions shall not be affected thereby. Each provision of these Terms and Conditions shall be valid and enforced to the fullest extent permitted by law.

18. Law and Dispute Resolution

Swedish law shall apply to these Terms and Conditions except with regard to principles on conflict of laws. Any dispute, controversy or claim arising out of or in connection with these Terms and Conditions, or the breach, termination or invalidity thereof, shall be determined by Swedish courts of general jurisdiction where the district court of Stockholm (sw: Stockholms tingsrätt) shall be the court of first instance.

Persona Music has the right regarding illegal copying or distribution of the Content or the Service to the public, to instigate proceedings for damages or injunctions in any court having jurisdiction.

19. Additional Information or Questions

If you would like to receive further information regarding the Terms and Conditions, you are more than welcome to contact us via persona_support@personamusic.io.

Persona Music General Terms and Conditions

1. General

These General Terms and Conditions ("Terms and Conditions") applies to the use of this website including the Persona Music's online music catalog service (the "Service"), any software applications or access to any content or material made available by Persona Music. When visiting our website these Terms and Conditions, our Cookie Policy and our Privacy Policy applies to your use. If you do not want to be bound by the above mentioned terms, please do not visit this website and do not use our Service.

Please note that any and all use of the music provided within the Service will be subject to a separate music license agreement (either between you and Persona Music or between Persona Music and one of our partners that allows you to use the music) which regulates your right to use and distribute the music. More information about the different licenses and subscriptions that Persona Music offers can be found on the website or, by contacting persona_support@personamusic.io. If you have any questions regarding your right to use the music under a partner (such as a multi-channel network/"MCN") agreement, please contact the relevant partner/MCN or Persona Music's persona_support@personamusic.io

By visiting this website and/or using the Service you acknowledge that you have read and understood and agree to be bound by these Terms and Conditions and therein referred to documents.

Persona Music reserves the right, at its full discretion, to modify these Terms and Conditions at any time. Such modification enters into force when published on <https://www.personamusic.io> or communicated to you in any other appropriate manner. Your continued use of the Service after such modification is valid as consent thereto. Do check the website regularly to verify whether these Terms and Conditions or other document referred to herein have been modified. If you do not accept to abide by these Terms and Conditions (or cannot comply with them) you may not use the Service, the website or access any content.

Any translation of these Terms and Conditions from English into another language is made only for convenience purposes and the translation will not be a valid contract. At all times will the English version be the prevailing one and the version valid as agreement and Terms and Conditions. If you wish to receive these Terms and Conditions and relevant documents thereto in another language, please contact us via the contact details provided below.

2. The Service and General Limitations of Use

The Service is an online music catalog service, by which Persona Music makes available digital music files (collectively as well as any part thereof "Content") for the purpose to be used in

audiovisual productions and/or other productions, under the terms and conditions as set out in these Terms and Conditions and the applicable music license agreement.

You access the Service from Persona Music's online interface. The Service is available for entities and persons that have registered and created user accounts to the Service. In order to use the Service and access the Content you will have to be no younger than 16 years old. You will also have to have the power to enter into a binding contract (i.e. be of mental capacity to enter into binding agreements, not personally bankrupt etc.) and not be barred from doing so under any applicable law. If you are under 16 years old, or unable to solely enter into a binding agreement with Persona Music, please contact Persona Music's persona_support@personamusic.io.

The assortment of Content may be amended at all times by Persona Music, with or without any notice to you. You accept that the Content that is available might not be available at a later stage.

Content types and descriptions, such as genres, categories etc., are provided for your convenience only and Persona Music does not guarantee their accuracy.

You agree not to use or launch any automated system (including, without limitation, any robot, spider or offline reader) that accesses the Service in a manner that sends more requests to Persona Music or its servers in a given period of time than a human can reasonably produce in the same period by using a publicly available, standard (i.e. not modified) web browser.

You agree to only download Content in accordance with the restrictions applicable to your account.

3. How to Access the Service and Your Account

In order to use the Service you must create a personal account and register as user by following the instructions that are further specified in the user registration form. Your account will contain basic account information including username and password. The password you choose must be a unique and distinct password. You are responsible for your username and password and should never give out your password to anyone else. You may not select or use an identity of another person with the intent to impersonate that person. You must use a valid e-mail address and Persona Music reserves the right to test and to verify this at any time. You are not allowed to have more than one account. It is prohibited to agree with third parties upon the transfer, the utilization or the provision of accounts, resources or access data.

You must notify Persona Music immediately of any breach of security or unauthorized use of your Persona Music account that you become aware of.

You agree that you will be solely responsible (to Persona Music, and to others) for all activity that occurs under your Persona Music account.

4. Trials, Payments etc.

Some of our different Services requires payment. If you have received a discount code or free offer/a free trial period provided by Persona Music or from a third party acting on behalf of Persona Music for access to a paid Service, separate additional terms and conditions for such offer may also apply to such access to the Service and you must agree to comply with such terms in order to be able to use the Service.

If you have been offered a free trial, Persona Music reserves the right, in its sole discretion, to determine your eligibility for a trial, and if you're determined not to be eligible, modify the trial at any time with prior written notice. For some trials we require you to provide payment details to start the trial. At the end of such trial, and if you have not decided to terminate the agreement, Persona Music will automatically start to charge for such provided Service.

5. Intellectual Property Rights

You may not use, transfer, display, perform or otherwise make the Content available except as expressly permitted under these Terms and Conditions and under the applicable music license agreement.

All content available through the Service and on the website, including designs, text, graphics, pictures, videos, information, applications, software, music, sound and other files, are the proprietary property of Persona Music.

Except for the rights expressly granted to you in the applicable music license agreement and in these Terms and Conditions, no right to the Service or the Content is assigned to you, and all right, title and interest in the Service and the Content are reserved and retained by Persona Music. Persona Music do under no circumstances transfer any right, title or interest in the Content to you, and you do not acquire any ownership rights to the Service or the Content. Please note that you may not use the Content in connection with any material or otherwise in a manner or context that is defamatory, illegal or inciteful of an illegal act; immoral; racist; hateful or discriminating against any person based on for example race, nationality, religion, ethnic identity, gender, gender identity or sexual orientation; constitutes encouragement of violence or use of weapons; pornographic; or in a manner or context that otherwise violates any rights of anyone associated with the Content. You shall comply with any applicable laws and regulations. Moreover, you may not use the Content in connection with sensitive subjects without the prior written consent of Persona Music. Sensitive subjects include, but are not limited to, political content, such as the promotion, advertisement or endorsement of any party, candidate or elected official; and "adult videos" and promotion of adult entertainment venues, escort services, or the like.

Please also note that you are not allowed to upload or otherwise exploit the Content provided in the Service as stand-alone files (for example, uploading the track to any kind of distribution platform or otherwise distributing a track as a full-length (or shortened) file, on its own or with a just background picture and/or just the name of the artist/track).

6. Use of Computer Resources

You agree that Persona Music has the right to allow the Service to make use of the storage hardware, processor and bandwidth of your Internet connection, computer, game console, work station or similar media device; however, only as reasonably necessary to provide the Service. If you are connected to the Internet in a foreign country the Service may still make use of the storage hardware, processor and bandwidth on your Internet connection, computer, game console, work station or similar media device. As a consequence extra charges from your Internet Service Provider ("ISP") may be brought on you. Check with your ISP for further details. By using the Service you agree to take responsibility for these extra charges towards your ISP

and you agree to indemnify Persona Music for any third party claims due to the extra charges from your ISP referable to you.

7. Third Party Applications

The Service and website is integrated with third party applications, websites and other services to make the Service and Content available to you as a user. These third party applications may have their own terms and conditions of use etc., and your use of these third party applications will therefore be subject to the applicable terms and conditions for such third party provider. Persona Music is not responsible or liable for behavior, content or features of any third party application.

8. Advertisement

You may separately have accepted to be exposed to commercial messages, newsletters and advertisement sent by Persona Music when using the Service. If you do not want to be notified about these offers or news you may always opt-out from such information by following the instructions in each notification which you receive.

9. Support

You will find answers to the most frequently asked questions about the Service at persona_support@personamusic.io.

10. Privacy and Personal Data

Persona Music process personal data about you and your use of the Service in accordance with Persona Music's Privacy Policy and Cookie Policy applicable from time to time.

11. YouTube API Services

Persona Music's API Client uses YouTube API Services. If you are using our Service on YouTube, you hereby by agreeing to our Privacy Policy also certify that you have read and agree to YouTube's [General Terms](#) of [Service and Google's Privacy Policy](#).

12. Service Level and Disclaimer

Persona Music will make reasonable efforts to keep the Service operational. However, technical problems or maintenance may, from time to time, result in interruptions.

Persona Music is not responsible for unavailability or deficiencies of the Services caused by you, deficiencies in the Internet access or any other event beyond Persona Music's control.

Persona Music will from time to time carry out updates and maintenance of the Service, during which the Service might be unavailable. Persona Music will try to arrange updates and maintenance outside of peak usage hours.

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Persona Music (INCLUDING, BUT NOT LIMITED TO, AFFILIATED COMPANIES AND THEIR CONTRACTORS, OFFICERS, DIRECTORS AND EMPLOYEES) SHALL IN NO EVENT, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BE LIABLE FOR ANY DAMAGES AS A CONSEQUENCE OF SHUTDOWN, LOSS OF OR EFFECT ON DATA, LOSS OF PROFIT, AND CLAIMS FOR DAMAGES BY A THIRD PARTY OR OTHER INDIRECT INJURY.

Persona Music reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, functions and features of the Service with or without notice, and Persona Music shall have no liability to you if Persona Music exercises such rights.

13. Indemnity

Upon request by Persona Music, you agree to indemnify, defend and hold Persona Music harmless (including, but not limited to, affiliated companies and their contractors, officers, directors and employees) from all claims, liabilities and expenses (including reasonable attorney's fees) that arise from your misuse of the Service in a manner not in strict conformance with these Terms and Conditions.

Furthermore, Persona Music reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. However, in which event you accept to cooperate with Persona Music in asserting any available defenses.

14. Limitation

YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICE IS TO UNINSTALL ANY SOFTWARE AND TO STOP USING THE SERVICE. WHILE Persona Music ACCEPTS NO RESPONSIBILITY FOR THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO Persona Music, FOR ANY PROBLEMS OR DISSATISFACTION WITH THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, IS TO UNINSTALL AND/OR STOP USING ANY SUCH THIRD PARTY APPLICATIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL Persona Music, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (2) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS (WHETHER DIRECT OR INDIRECT), IN ALL CASES ARISING OUT OF THE USE OR INABILITY TO USE THE

SERVICE AND/OR CONTENT, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER Persona Music HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (3) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO Persona Music DURING THE PRIOR TWELVE MONTHS IN QUESTION, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW.

Nothing in the Agreements removes or limits Persona Music's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, and, if required by applicable law, gross negligence.

15. Term and Termination

This agreement will continue to be in force until terminated by you or Persona Music. If you or Persona Music terminate this agreement for any reason or if you violate any of the terms or conditions in these Terms and Conditions or any thereto related documents, your right to use the Service and access to Content will immediately terminate. Persona Music may further, at its sole discretion, terminate your account and your access to the Service with 2 week's notice.

16. Assignment

Persona Music is entitled to in whole or in part assign its rights and obligations under these Terms and Conditions to a third party. You may not assign these Terms and Conditions to any party.

17. Partial Invalidity

If any provision of these Terms and Conditions shall be invalid or unenforceable, at any time or to any extent, then the remainder of these Terms and Conditions shall not be affected thereby. Each provision of these Terms and Conditions shall be valid and enforced to the fullest extent permitted by law.

18. Law and Dispute Resolution

Miami Dade County, Florida law applies to this Terms and Conditions except with regard to principles on conflict of laws. Any dispute arising hereunder shall be subject to binding arbitration in Miami Dade County, Florida before a single mutually agreed upon arbitrator in accordance with JAMS/Endispute rules and procedures. Any dispute, controversy or claim arising out of or in connection with these Terms and Conditions, or the breach, termination or invalidity thereof, shall be determined by Miami Dade County, Florida before a single mutually agreed upon arbitrator in accordance with JAMS/Endispute rules and procedures. Persona Music has the right regarding illegal copying or distribution of the Content or the Service to the public, to instigate proceedings for damages or injunctions in any court having jurisdiction.

19. Additional Information or Questions

If you would like to receive further information regarding the Terms and Conditions, you are more than welcome to contact us via persona_support@personamusic.io