

## Terms & Conditions

### 10th St Entertainment TERMS OF USE

Please read the following Terms of Use (these “Terms”) carefully before using the 10th St Entertainment website located at <https://10thst.com/>, and any other website, landing page, microsite, mobile site, online feature, service, and/or program owned or operated by **10th St Entertainment** (each, a “Website” and collectively, the “Websites”), or participating in any online features, services and/or programs offered by us (each, a “Web Property” and collectively, the “Web Properties”).

These Terms are not applicable to any other web page operated and/or owned by any entity other than 10th St Entertainment and its affiliates, including, but not limited to, any website, mobile application, blog, forum, or other material operated by any third party identified on the Web Properties. When visiting any third-party websites, you should refer to the terms and conditions in effect for the applicable owner.

**PLEASE READ THESE TERMS CAREFULLY, WHICH INCLUDE IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. BY ACCESSING OR USING THE WEB PROPERTIES, YOU ARE ENTERING INTO A LEGAL CONTRACT WITH US REGARDING YOUR USE OF THE WEB PROPERTIES. BY ACCESSING OR USING THE WEB PROPERTIES, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL ADDITIONAL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ANY PORTION OF THESE TERMS, YOU SHOULD NOT ACCESS OR OTHERWISE USE THE WEB PROPERTIES.**

#### **1. Convenience and Information Only**

The Web Properties are provided to you as a convenience and for your information only. By merely providing access to the Web Properties, we do not warrant or represent that:

(a) any materials, documents, images, graphics, logos, design, audio, video, audio-visual material, photos, commentary, and any other information provided from or on the Web Properties (collectively, the “Content”) is accurate or complete;

- (b) the Content is up-to-date or current;
- (c) we have any obligation to update any Content;
- (d) the Content is free from technical inaccuracies or programming or typographical errors;
- (e) the Content is free from changes caused by a third party;
- (f) your access to the Web Properties will be free from interruptions, errors, computer viruses, or other harmful components; and/or
- (g) the Content is non-infringing of any third party's intellectual property rights.

## **2. Web Properties Use and Content**

You may view, copy, or print a single copy of any page from the Web Properties for personal, non-commercial purposes if you do not remove, modify, or alter any copyright and proprietary rights notices that may be present. You may not otherwise use, modify, copy, print, display, distribute, publish, or sell any information from the Web Properties without our express, prior, written consent.

**YOU MAY NOT USE ANY WEB PROPERTY FOR ANY COMMERCIAL USE.** Any special rules for software, audio files, video files, downloads, and other items accessible through the Web Properties may be included elsewhere in the Web Properties and are incorporated into these Terms by reference. You agree that you will not access the Content through any technology or means other than through the Web Properties or other explicitly authorized means we may designate.

## **3. Changes to Web Properties and Terms**

We may make changes to the Web Properties, the Content and/or these Terms, and/or stop providing any of the Web Properties and/or the Content, at any time and without further notice to you. We will make an effort to update the Websites with any changes to these Terms and you are encouraged to review these Terms frequently.

## **4. Privacy and Electronic Communications**

We know that privacy is very important to you, and it is very important to us as well. By using the Web Properties, you consent to receive electronic communications from us unless you follow applicable opt-out procedures. We

will communicate with you by email or by posting notices on our Web Properties. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing. Personal data that you provide regarding yourself will be handled in accordance with our Privacy Notice.

## **5. User Account, Password and Security**

To the extent that a user account is created by you to access and use any Web Property (“User Account”), the following shall apply:

### **(a) User Account**

To access certain features and/or Content available through the Web Properties, we may require that you sign up using your email address and a password to create a User Account. We use reasonable precautions to protect the privacy of your username, password, and User Account information. You, however, are ultimately responsible for protecting your username, password, and User Account information from disclosure to third parties, and you are not permitted to circumvent the use of required encryption technologies, if any. You agree to:

- (i) immediately notify us of any unauthorized use of your username, password, or User Account, or any other breach of security;
- (ii) ensure that you exit from your User Account at the end of each session; and
- (iii) use a security passcode to secure your device where your User Account information is stored.

While we provide certain encryption technologies and use other reasonable precautions to protect your confidential information and provide suitable security, we do not and cannot guarantee or warrant that information transmitted through the Internet is secure, or that such transmissions are free from delay, interruption, interception, or error.

### **(b) Accurate Information**

In creating and using your User Account, you agree to:

- (i) provide true, accurate, current, and complete information about yourself on any registration form required for the Web Properties, including, but not limited to, your full name and email address (such information being the “Registration

Data”); and

(ii) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete.

If you provide any information that is untrue, inaccurate, not current, or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, then we have the right to suspend or terminate your User Account and refuse any and all current or future use of your User Account.

### **(c) Non-Transferability of User Account**

User Accounts are non-transferable, and all users are obligated to take preventative measures to prohibit unauthorized users from accessing the Web Properties with their username and password. We are entitled to act on all instructions received by anyone using your User Account.

### **(d) Data Retention Policy; Managing Your Information**

We may retain User Account information and some automatically collected information for as long as you use your User Account and for a reasonable time thereafter, and we may store it in the aggregate. If you would like us to delete your User Account information that you have provided, please contact us at [info@10thst.com](mailto:info@10thst.com) and we will respond in a reasonable time. Information that you enter into the Web Properties will generally remain there until we receive a legitimate request to remove it.

## **6. Objectionable Material**

You acknowledge that in using the Web Properties and accessing the Content, you may encounter material that you deem to be disturbing, offensive, or objectionable. You agree to use the Web Properties at your sole risk and that we shall have no liability to you for material that may be disturbing, objectionable, or offensive to you.

## **7. Not Intended for Children**

We do not collect personal information from any person that we know to be under the age of thirteen (13). Specifically, the Web Properties are not intended or

designed to attract children under the age of thirteen (13). You will need to affirm that you are more than eighteen (18) years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In any case, you affirm that you are over the age of thirteen (13), as the Web Properties are not intended for children under thirteen (13) who are unaccompanied by their parent(s) or legal guardian(s).

#### **(a) No Warranties for Web Properties**

When using the Web Properties, information will be transmitted in such a way that may be beyond our control. As such, we make no warranty concerning the delay, failure, interruption, or corruption of any data, the Content, or other information transmitted in connection with the use of the Web Properties. **YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEB PROPERTIES IS AT YOUR SOLE RISK.** The Web Properties and the Content are provided “AS IS” and “AS AVAILABLE” for your use, without warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion.

#### **(b) Indemnification**

You agree to defend, indemnify, and hold harmless **10th St Entertainment**, its affiliates, and our directors, officers, employees, and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses, and costs (including, but not limited to, reasonable attorneys’ fees) assessed or incurred by us, directly or indirectly, with respect to or arising out of:

- (i) your failure to comply with these Terms;
- (ii) your breach of your obligations under these Terms; and/or
- (iii) your use of the rights granted hereunder, including, but not limited to, any claims made by any third parties.

#### **8. Limitation of Liability**

IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING

FROM YOUR USE OF OR INABILITY TO USE THE WEB PROPERTIES AND/OR CONTENT PROVIDED IN CONNECTION WITH THE WEB PROPERTIES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE WEB PROPERTIES AND/OR CONTENT PROVIDED THROUGH THE WEB PROPERTIES. ADDITIONALLY, WE SHALL NOT BE LIABLE FOR NEGATIVE REPERCUSSIONS TO ANY PARTY BASED ON THE USE OF OR INABILITY TO USE THE WEB PROPERTIES, INCLUDING, BUT NOT LIMITED TO, LOST GOODWILL OR LOST PROFITS. WE SHALL BE LIABLE ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU, NOT TO EXCEED THE AMOUNT YOU ACTUALLY PAID TO US FOR GOODS OR SERVICES IN THE PRIOR SIX (6) MONTHS, IF ANY. WE ARE NOT LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE CAUSED BY YOUR USE OR MISUSE OF THE WEB PROPERTIES AND/OR CONTENT. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS OUR LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

### **9. Third-Party Content and Third-Party Applications**

We may provide hyperlinks to other websites maintained by third parties, or may provide third-party content on the Web Properties by framing or other methods (collectively, “Third Party Content”). In addition, the Web Properties may include certain applications, features, programs, and services provided by third parties (collectively, the “Third Party Applications”). We do not monitor Third Party Content or Third Party Applications and can make no guarantee as to the accuracy or completeness of such Third Party Content or Third Party Applications. The links to third-party websites, any Third Party Content, and any Third Party Applications may be provided for your convenience and information only. If you decide to access any third-party websites, Third Party Content, and/or Third Party Applications, you do so entirely at your own risk.

### **10. Intellectual Property**

The Content of the Web Properties is intellectual property owned, controlled, and/or licensed by us and/or our subsidiaries and affiliates, or intellectual property that we are legally permitted to access and use. All applicable

intellectual property laws, including copyright laws, protect our rights in and to the Content. No portion of the Content may be reproduced in any form or by any means, except as provided in these Terms.

We are the copyright owner or authorized licensee of, or are otherwise permitted to use, all trademarks, service marks, and logos used and displayed on the Web Properties. All trademarks and service marks of 10th St Entertainment, or our subsidiaries or affiliates, that may be referred to on the Web Properties are the property of 10th St Entertainment or one of our subsidiaries or affiliates. Other parties' trademarks and service marks that may be referred to on the Web Properties are the property of their respective owners. Nothing on the Web Properties should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of 10th St Entertainment's trademarks, service marks, or copyrights without our prior written permission. We reserve all rights in and to our intellectual property.

## **11. Copyright Complaints**

We own, protect, and enforce copyright and other rights in our own intellectual property, and respect the intellectual property rights of others. We will respond to alleged copyright infringement in accordance with the Digital Millennium Copyright Act ("DMCA").

Notice of alleged infringement must include:

- identification of the copyrighted work(s) claimed to have been infringed;
- identification of the allegedly infringing material to be removed;
- information reasonably sufficient to permit us to locate the material;
- contact information reasonably sufficient to permit us to contact the complaining party;
- a statement that the complaining party has a good faith belief that use of the material is infringing and/or not authorized;
- a statement, under penalty of perjury, that the information in the notification is accurate and that the complaining party is authorized to act on behalf of the copyright owner; and

- the physical or electronic signature of the copyright owner or a person authorized to act on their behalf.

Counter-notifications must include the standard DMCA-required information.

Notice of alleged infringement must be sent by electronic mail to **info@10st.com** or by certified mail marked “**Copyright Infringement**” to:

**Attn: DMCA Agent**

**10th St Entertainment**

**113 North San Vicente Blvd, 2nd Floor, Suite #241,**

**Beverly Hills, CA 90211**

## **12. Termination of Service**

We may terminate your right to access portions of the Web Properties at any time, without notice, for conduct that we believe violates these Terms and/or is harmful to other users of the Web Properties, to us, to our partners, to contributors, to the business of our Internet service provider, or to other information providers.

## **13. Additional Remedies**

You acknowledge that conduct inconsistent with these Terms may cause us irreparable damage for which remedies other than monetary relief may be inadequate. In such instances, you agree that we may seek injunctive or other equitable relief without the necessity of proving actual harm or posting a bond.

## **14. Governing Law and Jurisdiction**

You agree that all matters relating to your access to, or use of, the Websites or the other Web Properties shall be governed by the laws of the **State of California**, without regard to conflict of law principles. You agree and hereby submit to the exclusive personal jurisdiction and venue of the state and federal courts located in California with respect to such matters.

## **15. Local Laws**

We make no representation that Content or materials on the Web Properties are appropriate or available for use in jurisdictions outside the United States. Access

to the Web Properties from jurisdictions where such access is illegal is prohibited. If you choose to access the Web Properties from other jurisdictions, you do so at your own initiative and are responsible for compliance with applicable local laws.

## **16. Export Restrictions**

Any software and all underlying information and technology downloaded or viewed from any Web Property or in connection with the services may be subject to U.S. export controls and import regulations in other countries. You are solely responsible for complying with all trade regulations and laws, both foreign and domestic, in your use and viewing of the Web Properties, the Content, and any of our products or services.

## **17. Customer Comments**

By submitting comments, information, or feedback to us through email and/or the Web Properties, you agree that the information submitted will be subject to our Privacy Notice.

## **Your Consent to This Agreement**

By accessing and using the Web Properties, you consent to and agree to be bound by these Terms. If we decide to change these Terms or some part of them, we will make an effort to post those changes on this page so that you will always be able to understand the terms and conditions governing your use of the Web Properties. Your use of the Web Properties following your acceptance of any amendment to these Terms will signify your assent to and acceptance of the revised Terms.

If you have additional questions or comments of any kind, or if you see anything on the Web Properties that you think is inappropriate, please let us know by sending your comments or requests to:

**10th St Entertainment**

**113 North San Vicente Blvd, 2nd Floor, Suite #241,**

**Beverly Hills, CA 90211**

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## **AI Statement from 10th St Entertainment**

### **AI Training Alert**

10th St Entertainment recognizes that responsibly produced AI tools may have meaningful applications across the entertainment and music sectors. However, the rights of all those involved in creating, performing, recording, distributing, and exploiting music and related content must be respected and specifically licensed in advance.

Without prejudice to any prior rights reservations, **10th St Entertainment** hereby expressly reaffirms that its rights are fully reserved as set out below. We reaffirm that:

Any past, present, or future use of any works or content owned or controlled by 10th St Entertainment, or made available through its websites, platforms, campaigns, or services, including without limitation recordings, audiovisual recordings, compositions, lyrics, artwork, images, likenesses, branding assets, data, and metadata, for the purpose of reproducing, performing, distributing, linking to, ingesting, training, developing, testing, commercializing, or otherwise using such materials in connection with machine learning systems, artificial intelligence systems, tools, or technologies, web scraping, ripping, recording, altering, extracting, creating derivatives, crawling, text or data mining, or similar purposes, by any means including automated means, is prohibited unless specifically and explicitly authorized by 10th St Entertainment in advance and in writing.

To the fullest extent permitted by applicable law, including Article 4 of Directive (EU) 2019/790 and similar laws in other jurisdictions to the extent applicable, 10th St Entertainment expressly reserves all rights with respect to such uses of its content now and in the future, including where such content is made publicly available.

In the absence of an express advance license permitting the above uses, all such rights are reserved.

We will take such steps as we deem appropriate to prevent infringement of our rights.

For licensing inquiries related to any such uses, please contact: **[info@10thst.com](mailto:info@10thst.com)**