

Audius Terms of Use

Effective Date: October 8, 2020

1. ACCEPTANCE OF TERMS; MODIFICATION OF TERMS

Audius, Inc. (“**Company**”, “**we**”, “**us**”, or “**our**”) owns, controls and operates the platform known as “Audius”, a web-based, content streaming and sharing service available at our website, <https://audius.co> (including all subdomains and related websites owned and operated by us, including without limitation, <https://audius.org>, that redirect to <https://audius.co>, collectively the “**Site**”), and through our desktop and/or mobile applications (including any backend developer applications, collectively, the “**App**” and together with the Site, the “**Audius Service**”), which is built atop an open source, fully decentralized, web-based, content hosting, streaming and delivery blockchain infrastructure protocol, and other decentralized technologies (the “**Blockchain Protocol**”, and together with the Service, the “**Platform**”), and linked to such Blockchain Protocol via an IPFS public gateway. These Terms of Use and all other terms and conditions, policies, guidelines, and documents incorporated by reference herein, including, without limitation, our Privacy Policy available at <https://audius.co/legal/privacy-policy> (“**Privacy Policy**”), our whitepaper available at <https://whitepaper.audius.co> (“**White Paper**”), and our Blockchain Protocol guidelines and requirements as published in the Company wiki and available at <https://github.com/AudiusProject/audius-protocol/wiki> (“**Guidelines**”) (collectively, the “**Terms of Use**”), constitute a legally binding agreement between Company and each registered or unregistered end user and/or participant of the Platform (each, a “**User**”, “**you**” or “**your**”, and as described in more detail herein). By accessing and using the Platform and/or creating any type of User profile account on the Platform (an “**Account**”), in any manner, including, but not limited to, visiting or browsing the Platform, publishing or listening to Content (as defined herein) on or through the Platform, or providing backend development, serving, discovery or governance services for the Platform, you are deemed to have read, accepted, executed, and be bound by these Terms of Use. YOU MUST BE AT LEAST THIRTEEN (13) YEARS TO ACCESS AND USE THE PLATFORM; PROVIDED, IF YOU ARE BETWEEN THE AGES OF THIRTEEN (13) AND EIGHTEEN (18) YEARS OLD (OR ANY GREATER AGE REQUIRED TO BE DEEMED TO HAVE REACHED THE AGE OF MAJORITY UNDER THE APPLICABLE LAW OF THE STATE OR JURISDICTION OF YOUR PRIMARY RESIDENCE) YOU MAY ONLY ACCESS AND USE THE PLATFORM WITH THE PRIOR PERMISSION OF YOUR PARENT OR LEGAL GUARDIAN, AND YOU REPRESENT AND WARRANT TO US THAT YOU HAVE SUCH PERMISSION AND THAT YOUR PARENT OR LEGAL GUARDIAN HAS REVIEWED AND DISCUSSED THESE TERMS OF USE WITH YOU. SINCE CERTAIN CONTENT (*i.e.*, SOUND RECORDINGS THAT MAY CONTAIN EXPLICIT LYRICS, ETC.) MADE AVAILABLE ON THE PLATFORM MAY NOT BE SUITABLE FOR MINORS, WE RECOMMEND THAT PARENTS OR LEGAL GUARDIANS WHO PERMIT THEIR CHILD TO ACCESS AND USE THE PLATFORM TO SUPERVISE SUCH CHILD’S ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY ENGAGEMENT WITH ANY OTHER USER THEREON.

These Terms of Use apply to each of the following types of Users of the Platform, who in addition to being bound by these Terms of Use generally, are also bound by those specific terms and conditions contained herein and applicable directly to such User types: (1) Users who publish or otherwise make Content available on or through the Platform that can be accessed, listened to or otherwise interacted with by Listeners (“**Creators**”); (2) Users who access, listen to and/or otherwise interact with Content published or otherwise made available on or through the Platform by Creators (“**Listeners**”); (3) Users who act as nodes within the Platform and who store and host Content published or otherwise made available on or through Platform by Creators and who serve and deliver such Content to Listeners (“**Content Node Operators**”); and (4) Users

who index metadata related to Content published or otherwise made available on or through the Platform by Creators and who facilitate the creation and maintenance of a Content search and discovery database for Listeners (“**Discovery Node Operator**”, and together with Content Node Operators, “**Node Operators**”).

Company may change or amend these Terms of Use at any time at its sole and absolute discretion. We encourage you to review these Terms of Use carefully and to check these Terms of Use periodically for any updates or changes. If Company makes a material change or amendment to these Terms of Use it will provide a notification of such changes or amendments on the Platform, which changes, or amendments will be effective automatically upon the posting of such notification. You agree that all agreements, notices, disclosures and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing. Notwithstanding the terms of this paragraph, no revisions to the Terms of Use will apply to any dispute between you and Company that arose prior to the effective date of such revision. In the future, we may implement a governance protocol (as further described in Section 7 (Governance of the Platform) of these Terms of Use) whereby Creators, Listeners and Node Operators, will be individually and/or collectively enfranchised in decision making about Platform changes and upgrades and at such time, you are agree to be bound by any changes to the Platform implemented via such communal governance protocol.

Company may, from time to time, release new versions of the Platform, or release/introduce new tools, products, services, functionalities, and/or features for the Platform, which will be subject to these Terms of Use, and any additional terms and conditions as may apply to such additional versions, tools, products, services, functionalities, or features. Additionally, as a fully decentralized protocol, Users of the Platform may from time to time develop and create new tools, products, services, functionalities, and/or features for the Platform, which will also be subject to these Terms of Use, and any additional terms and conditions that may be established in connection therewith.

IF ANY PROVISION OF THESE TERMS OF USE OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DO NOT USE OR CONTINUE TO USE THE PLATFORM AND DO NOT CREATE OR CONTINUE TO MAINTAIN AN ACCOUNT. YOUR CONTINUED USE OF THE PLATFORM FOLLOWING THE POSTING OF ANY NOTICE OF ANY CHANGE TO THESE TERMS OF USE SHALL AUTOMATICALLY CONSTITUTE YOUR ACCEPTANCE AND AGREEMENT TO SUCH CHANGE.

2. PLATFORM LICENSE

Company hereby grants you a limited, non-exclusive, revocable (solely with respect to the Audius Service), royalty-free, non-transferable, non-assignable, non-sublicensable, right and license to access and make personal use of the Platform, the Platform Elements (as defined below), and the Content, solely as permitted by the tools, products, services, functionalities and/or features made available to Users of the Platform, subject in all respects to these Terms of Use, and not for redistribution of any kind (the “**Platform License**”). Except as otherwise expressly set forth herein, this Platform License does not include any resale or, except as expressly set forth in Section 9-Tokens below, commercial use of (i) the Platform, (ii) any Registration Data (defined below), (iii) any content, materials, information, text, data, copyrights, Trademarks, logos, designs, insignia, images, photos, musical compositions, sound recordings, screenshots, videos, chats, posts, graphics, identifying marks, Platform pages, software, code, and other original works of authorship and/or intellectual property uploaded to, or incorporated into, the Platform by or on behalf of Company (collectively, “**Platform Elements**”), which Platform Elements are and shall remain the sole and exclusive property of Company (or the applicable third-party licensor thereof), or (iv) any Content published or otherwise made available on or through the Platform by any Creator, which Content is and shall remain the sole and exclusive property of

the applicable Creator (or the applicable third-party licensor thereof), subject to the Content License (defined herein) in and to such Content granted pursuant to these Terms of Use.

As between any User and Company, Company retains all right, title and interest in and to the Platform (excluding the Blockchain Protocol and any open source features, tools or functionalities developed atop the Platform by Users, which will be owned by the applicable User(s) who develop such open source features; provided all such User(s) shall be required to grant a non-exclusive, worldwide, irrevocable, royalty free license so that such features remain open source), throughout the world, in perpetuity, including, without limitation, (i) all text, graphics, typefaces, formatting, graphs, designs, editorial content, HTML, look and feel, software, and data, (ii) all business processes, procedures, methods, and techniques used in the Platform, (iii) all other materials and content uploaded or incorporated into the Platform, including, without limitation, all Platform Elements (but excluding Content, which as between Company and the applicable User is owned by the applicable User subject to the Content License granted to Company pursuant to these Terms of Use), (iv) all associated trade secret rights and other intellectual property and proprietary rights recognized anywhere in the world, and (v) the coordination, selection, arrangement and enhancement of the foregoing as a Collective Work under the United States Copyright Act, as amended (collectively, “**Platform IP**”), and nothing contained herein shall be construed as creating or granting to any User any right, title or interest in and to such Platform IP other than the express license granted therein pursuant to these Terms of Use. Platform IP is protected in all forms, media and technologies now known or hereinafter developed as well as by the domestic and international laws of copyright, trademarks, patents, and other proprietary rights and laws.

The Company trademarks, service marks, and logos (the “**Company Trademarks**”) used and displayed on the Platform are the Company’s registered and unregistered trademarks or service marks. Other product and service names located on the Platform may be trademarks or service marks owned by third parties (the “**Third-Party Trademarks**,” and, collectively with the Company Trademarks, the “**Trademarks**”). Except as otherwise permitted by law, you may not use the Trademarks to disparage Company or the applicable third-party owner thereof, the Company’s or the applicable third-party’s products or services (including, without limitation, the Platform), or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from the Platform without Company’s prior express written consent; provided, however, that Creators may place hyperlinks on their owned and operated artist webpages that single-click redirect to their Content on the Platform without our consent in accordance with the Audius brand guidelines located at <https://audius.co/press>. All goodwill generated from the use of any Trademark will inure solely to the benefit of the Company or the applicable third-party owner thereof.

Violation of this Platform License may result in infringement of intellectual property and contractual rights of the Company, other Users of the Platform, or other third parties, which is prohibited by law and could result in substantial civil and criminal penalties.

3. USER ACCOUNTS; REGISTRATION DATA

While you may browse the public-facing portions of the Platform without registering with us, in order to enjoy the full benefits of the Platform, or become a Creator or Node Operator, you must first register for and create an Account.

You agree to create only one (1) unique Account and that you shall be the sole authorized user of your Account. As part of the registration process, Users will be asked to submit certain information such as their

name, email address, profile name and photo/image, and to create an Account login password (collectively, “**Registration Data**”). Registration Data also includes your location by city and state, which you have the option to remove from your Account profile at any time. You may also link your Account to your Twitter or Instagram account, and in the future other social media accounts, through your Account settings options by providing your credentials, as applicable, and all data transfers in connection therewith shall be governed by our [Privacy Policy](#). You agree and represent that all Registration Data you provide to Company will be and remain at all times true, accurate, current and complete. Company may from time to time modify or add to the Registration Data information fields required to create an Account, and you agree to promptly complete any such additional or modified information fields when and as requested by Company. In some cases, in order to utilize certain features and functionalities of the Platform you will also need to update your Account and/or operating system settings to allow us to access your address book/contacts and camera/microphone functions, provided this will be voluntary and subject to you opting in to allow us access to such functions on your device. You must make sure that your Account profile name complies with these Terms of Use. Your registration with us is subject to our confirmation and will become valid when we either confirm your registration or activate your Account.

Company will have the right to use your Registration Data in connection with servicing and operating the Platform and in other manners as set forth in more detail in our Privacy Policy. You agree (i) to restrict access by any other person or entity to your password or other login information, (ii) to not knowingly use the name or email of any other person without authorization, (iii) to not use an email or profile name that is profane, offensive or otherwise inappropriate, (iv) to not allow any third-party to use your login information, Registration Data or Account, and (v) to not re-create any new or additional Account in the event your original Account is suspended or terminated in accordance with the terms hereof. You agree that you will be liable for all activities that occur under your Account, even if such activities were not committed by you. Company is not responsible for any loss or damage as a result of someone else using your Account, Registration Data or password with or without your knowledge.

You agree to notify Company of any breach of security by promptly sending Company an e-mail to security@audius.co.

4. LISTENERS

If you are accessing and using the Platform in your capacity as a Listener, you hereby acknowledge and agree that you may only make personal and non-commercial use of the Content published to the Platform by Creators, and you may not sell, license, rent, or otherwise exploit any such Content for commercial purposes or in any way that violates these Terms of Use or the rights of any third-party.

Each Listener further acknowledges and agrees that a Creator may restrict or limit the specific manner in which such Listener can access, listen to, or otherwise interact with Content that such Creator has published or otherwise made available on or through the Platform (e.g., by permitting a Listener to stream certain Content but not download or share such Content off-Platform), or impose a fee in the form of a stablecoin (defined herein) payment in order for such Listener to access, listen to, or otherwise interact with such Content. Each Listener hereby agrees to comply with any imposed stablecoin payment requirements and/or to use Content solely in accordance with the specific permissions granted and restrictions imposed by the applicable Creator thereof. Any use of Content outside of those permissions and/or restrictions set by the applicable Creator therefor requires the separate and express written permission of such Creator in each instance.

5. CREATORS

Content Definition

As used in these Terms of Use, “**Content**” shall mean all sound recordings, musical compositions, metadata, information, text, artwork, copyrights, trademarks, logos, designs, insignia, data, information, and other content, materials, original works of authorship, and/or intellectual property that is published or otherwise made available on or through the Platform by a Creator for a Listener to access, listen to or otherwise interact with via the Platform.

Creator Content License

If you are accessing and using the Platform in your capacity as a Creator, you hereby represent and warrant to Company that: (i) all Content that you publish or otherwise make available on or through the Platform is your original work of authorship for which you are the sole and exclusive owner, or that you have obtained all licenses, consents, releases, and other permissions from the applicable third-party owner(s) thereof as may be necessary to grant Company the Content License in and to such Content hereunder, and (ii) the use of such Content by Company and/or any other User or sublicensee of Company does not, and will not, violate any applicable laws or the rights of any third-party, including, without limitation, any right of publicity, right of privacy, copyright, patent, trademark, or other intellectual property right or proprietary right.

Each Creator acknowledges and agrees that its Content will be made publicly available to other Users on the Platform via the distribution functionalities described in, and in accordance with, these Term of Use. Each Creator further acknowledges and agrees that its Account profile name or login identifier will be linked to, or appear alongside, all such publicly available Content.

In the future, we may implement functionality that permits you, as a Creator to impose a stablecoin fee payment on Listeners in order to (i) enable Listeners to access, listen to or otherwise interact with Content that such Creator publishes or otherwise makes available on or through the Platform or (ii) make specific uses of such Content via the functionalities available on the Platform, may do so via their Account settings at the time such Content is published to the Platform or any time thereafter.

Each Creator retains all right, title and interest in and to any Content (including all copyrights and other intellectual property rights related thereto or contained therein) that it publishes or otherwise makes available on or through the Platform; provided, that each such Creator hereby grants to Company and its affiliates, successors, licensees, and assigns, and each Node Operator (and Listeners through such Node Operator), a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid (subject to any stablecoin fee imposed on Listeners, as applicable), transferrable, assignable, sublicensable (through multiple tiers) right and license to use, copy, reproduce, display, distribute, publish, modify, adapt, make derivative works of, make collective works with, translate, and otherwise exploit (i) such Content (including all copyrights and other intellectual property rights related thereto or contained therein) and (ii) such Creator’s name, image, voice, likeness, profile information and biographical material (as applicable), and any other right of publicity/privacy held by such Creator in connection with such Content, in any and all media now known or hereafter discovered, in connection with the Platform (including, without limitation, the operation thereof and the provision of any tools, products, services, functionalities and/or features now or in the future offered in connection therewith), the advertising, marketing, promotion, publicity, and merchandizing of the Platform and any products and services related thereto, and to identify such Creator as the source of the applicable Content (collectively, the “**Content License**”).

For the avoidance of doubt, the Content License granted to us hereunder covers our ability to sublicense to, and permit, other Users of the Platform to, use each Creator's Content in connection with all tools, products, services, functionalities and/or features made available in connection with the Platform from time to time, subject to these Terms of Use, and each Creator specifically acknowledges and agrees that certain rights being granted pursuant to the Content License will be sublicensed and passed through to other Users, including, without limitation, Node Operators in order for such Node Operators to perform their requisite services for the Platform. Moreover, the Content License granted hereunder includes the right for Company (and certain Node Operators) and other Users to reproduce, transmit and otherwise distribute sound recordings (and make mechanical reproductions of the musical works embodied in such sound recordings) via the Platform, and to publicly perform and communicate to the public sound recordings (and the musical works embodied therein) via the Platform, all on a royalty-free basis; which means that you are granting Company (and certain Node Operators) and the other Users of the Platform (as applicable) the right to use your Content without the obligation to pay royalties to any third-party, including, but not limited to, a sound recording copyright owner (e.g., a record label), a musical work copyright owner (e.g., a music publisher), a performing rights organization (e.g., ASCAP, BMI, SESAC, etc.) (a "PRO"), a sound recording PRO (e.g., SoundExchange), any unions or guilds, and engineers, producers or other royalty participants involved in the creation of Content. If any Creator is a composer or author of a musical work and is affiliated with a PRO, then such Creator must notify your PRO of the royalty-free license it grants through these Terms of Use to us. Such Creator is solely responsible for ensuring its compliance with the relevant PRO's reporting obligations. If such Creator has assigned its rights to a music publisher, then it must obtain the consent of such music publisher to grant the royalty-free license(s) set forth in these Terms of Use or have such music publisher enter into these Terms of Use with us. Creators should not presume that since it authored a musical work (e.g., wrote a song) that it has all the rights necessary to grant us the licenses in these Terms of Use.

Each Creator acknowledges and agrees that certain functionalities and service offerings within the Platform enable Listeners to post hyperlinks to certain Content onto third party websites/applications, social media channels, and messaging platforms and that the Content License granted to us hereunder is provided on a through-to-the-audience basis, meaning the owners or operators of such third party websites/applications, social media channels, and messaging platforms will not have any separate liability to any Creator or any other third-party as a result of any such Content hyperlinks being uploaded to its service/platform.

By uploading any Content to the Platform, each Creator waives any rights to prior inspection or approval of any marketing or promotional materials for the Platform that relate to such Content. Each Creator also waives any and all rights of privacy, publicity, or any other rights of a similar nature in connection with its Content, or any portion thereof, in connection with the use thereof as contemplated herein. To the extent any moral rights are not transferable or assignable, each Creator hereby waives and agrees never to assert any and all moral rights, or to support, maintain or permit any action based on any moral rights that it may have in or with respect to the use of any Content published or otherwise made available on or through the Platform in accordance with these Terms of Use.

Each Creator acknowledges and agrees that Company may request that the Governance System (defined below) establish general practices and limits concerning use of the Platform, including without limitation the maximum number of days that Content posted to the Platform will be retained by, or made available through, the Platform, and the maximum storage space that will be allotted Content Node Operators' systems on such Creator's behalf. Each Creator further acknowledges and agrees that it has no control over the amount of Content Node Operators participating in the Protocol or the amount of storage space made available by such Content Node Operators, and each Creator further acknowledges and agrees that Company has no

responsibility or liability for the blocking or deleting any Content from the Node Operator system, or failure to store any Content maintained or transmitted by the Platform. Each Creator further acknowledges that Company reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice to such Creator.

EACH CREATOR ACKNOWLEDGES AND AGREES WHEN IT UPLOADS CONTENT THROUGH THE AUDIUS SERVICE ANY THIRD PARTY SERVICE THAT LINKS TO THE BLOCKCHAIN PROTOCOL VIA THE IPFS PUBLIC GATEWAY WILL BE ABLE TO ACCESS AND USE SUCH CONTENT OUTSIDE OF THE AUDIUS SERVICE AND THAT SUCH USE WILL NOT BE GOVERNED BY THESE TERMS OF USE. IF YOU ARE NOT COMFORTABLE WITH YOUR CONTENT BEING ACCESSED AND USED BY A THIRD PARTY SERVICE THEN YOU SHOULD NOT UPLOAD YOUR CONTENT TO BE MADE AVAILABLE ON THE PLATFORM. YOU FURTHER ACKNOWLEDGE THAT AUDIUS HAS NO CONTROL OVER THE USE OF THE CONTENT THAT YOU CHOOSE TO UPLOAD TO THE PLATFORM, AND AUDIUS HAS NO OBLIGATION TO TAKE ACTION ON YOUR BEHALF AGAINST A THIRD PARTY SERVICE THAT CHOOSES TO ACCESS YOUR CONTENT BY LINKING TO THE BLOCKCHAIN PROTOCOL AND TO THE EXTENT SUCH USE IS NOT PERMITTED YOU WILL HAVE TO CONTACT SUCH THIRD PARTY DIRECTLY.

Creator DMCA Notice

Each Creator acknowledges and agrees that Company is merely a passive conduit for Content and that it plays no active role in the storage, distribution, maintenance or presentation of Content on the Platform, nor is it under any obligation to monitor Content published or otherwise made available on or through the Platform by Creators and cannot and does not take any responsibility for such Content. Further, Company does not endorse, support or guarantee the completeness, accuracy or reliability of any Content or communications posted via the Platform or opinions expressed therein. Use of, or reliance on, any Content published or otherwise made available on or through the Platform is at your own risk. For the avoidance of doubt, Company will not be liable for any unauthorized use of Content by any User. You acknowledge and agree that your submission of Content to the Platform does not create any new, or alter any existing, relationship between you and Company.

Creator Technical Requirements and Nodes

At the time of registration, each Creator must designate three (3) Content Nodes to host their Content and provide to the applicable Content Node Operators one or more IP address(es) and/or a fully-qualified domain name where its Creator node can be reached to provide proxy re-encryption keys and ensure availability of its Content. Creator's may designate their system as one (1) of the three (3) Content Nodes. In the event a Content Node Operator ceases providing hosting services for Content on the Platform, the network will automatically designate a new replica Content Node to maintain availability of such Content. Each Creator acknowledges that Content Node Operators may charge a Creator hosting and services fees, payable in Audius Tokens, to operate a Content Node (defined below) on such Creator's behalf. Failure for a Creator to maintain a node directly, or through a designated Content Operator could result in loss of Content ownership, Content being marked as unverified (making such Content undiscoverable), and loss of revenue during downtime. For more information on the technical specifications of Creator nodes, see Section 11 of the White Paper.

6. NODE OPERATORS

Audius allows Users that wish to contribute to the Platform as Content Node Operators to build and operate proprietary decentralized storage protocols atop existing decentralized storage projects ("**Content Node**") in

order to allow Creators and/or Listeners to store/cache and share/access Content via the Platform. Audius also allows Users that wish to contribute to the Platform as Discovery Node Operators to build content discovery service protocols (“**Discovery Node**”) that allow Users to effectively and efficiently search for and discover/categorize Content on the Platform. Each User that decides to build and operate a Content Node or Discovery Node agrees that such Content Node and/or Discovery Node, as well as any related storage and delivery protocols associated therewith, will be built to the highest and most current industry standards, scale effectively as Platform demand increases and provide an equivalent User experience when compared to existing centralized solutions. .

Each Node Operator agrees that the Platform is a decentralized network and as such Audius is not responsible or liable for any content, for example, data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links posted or transferred by you, other Users, or third parties on the Platform.

Each Node Operator agrees that it will become a registered agent under Section 512 of the DMCA (defined below) and maintain such registered agent status while it remains a Node Operator. Each Node Operator further agrees that it will take prompt action to respond to any and all notices setting forth allegations of copyright infringement related to or arising from Content which it has hosted and served to Listeners on the Platform. In connection with the foregoing, each Node Operator setting up a Node Operator Account will be required to include an email address pursuant to which such Node Operator can be notified of any allegations of copyright infringement related to or arising from Content which such Node Operator has hosted or served to Listeners on the Platform. In the event that you receive a notice from Audius or a third party API that there is infringing Content on your Content Node, you agree to promptly delist such infringing Content from being made available on the Platform.

Discovery Node Operators

Discovery Node Operators shall be permitted to build and register a Discovery Interface (defined below) or a Discovery Service that extends or modifies the core API and indexes metadata of the Content that can be efficiently queried by Users, subject to meeting the requirements in this section. Each Discovery Node Operator (whether operating a Discovery Interface or Discovery Service) acknowledges and agrees that it shall also be bound by, and remain compliant with, those rules, requirements, guidelines, restrictions, and procedures set forth in the White Paper and Guidelines.

A Discovery Node Operator may register and operate a Discovery Node by staking a set number of Audius tokens, denoted B_{DP} . Upon registration of a Discovery Node, each Discovery Node Operator shall register which discovery API interface they are operating, geographic coordinates, and one or more endpoints for reaching their Discovery Node. A Discovery Node Operator may request to delist their Discovery Node to unlock the initially staked Audius tokens. If a Discovery Node Operator’s staked token balance declines below B_{DP} , such Discovery Node Operator will be automatically delisted, and their remaining balance of tokens will be refunded.

The Platform will allow Users to select any discovery API interface that is available on the Platform. The Company has developed a first-party discovery API interface to assist Users with discovering Content on the Platform. Company also encourages Users, in the capacity as a Discovery Node Operator, to author their own interfaces.

Each Discovery Interface or Discovery Node developed by a Node Operator must index new blocks from the Blockchain Protocol atomically (*i.e.*, all-or-nothing), and all API methods must be deterministic. Because of these requirements, for a given block hash, all Discovery Nodes running a given API interface will produce identical results for the same query.

Content Node Operators

To ensure democratic participation and accessibility for all Users of the Platform, Content Node Operators agree to make Content accessible through the Platform to Listeners in a manner that enables such Content to be highly available, independently verifiable, and decentralized. Creators sharing their Content, Listeners retrieving Content, and Content Node Operators will all share longer-form information via this protocol, while references to files in this protocol will reside in the Platform.

Content Node Operators agree to provide their services through the Audius Storage Protocol (“**AudSP**”), a decentralized storage solution for the Platform built on Inter-Planetary File System (“**IPFS**”). IPFS enables modular object-level encryption, global distribution capability, secure content addressing, and object immutability. In order to encourage high availability for files stored through the Platform, Company may, in its sole discretion, provide an incentive structure for Users to host network content as Content Node Operators. Content Node Operators that host Content, subject to the requirements below, may earn revenue for hosting, storing and streaming Content for/to Users.

Content Node Operators shall design and implement their respective Content Services such that a Listener’s software via the Platform will identify an appropriate Content Service (or node) by querying which IPFS nodes have pinned the segment and cross-reference this set of nodes with the list of known content services.

Each Content Node Operator acknowledges and agrees that it shall also be bound by, and remain compliant with, those rules, requirements, guidelines, restrictions, and procedures set forth in the White Paper and Guidelines.

YOU USE THE AudSP AT YOUR OWN RISK AND AGREE THAT THE PROTOCOL IS PROVIDED “AS IS”. AUDIUS MAKES NO REPRESENTATIONS OR WARRANTIES AND IS NOT RESPONSIBLE FOR ANY COMPENSATION TO BE PAID TO YOU, IN YOUR CAPACITY AS A CONTENT NODE OPERATOR OR DISCOVERY NODE OPERATOR (TOGETHER, “NODE OPERATORS”), MONETARY OR IN ANY FORM.

Grant of License to Users

In your capacity as a Node Operator, you hereby grant to Company and all Users and Company sublicensees a limited, non-exclusive, revocable, royalty-free, non-transferable, non-assignable, non-sublicensable, right and license to access and make commercial use of your Content Nodes and/or Discovery Nodes, from anywhere in the world, solely as incorporated into and made available through the Platform, and as permitted by the tools, products, services, functionalities and/or features made available to Users of the Platform, subject in all respects to these Terms of Use, and not for redistribution of any kind (the “**Node Operator License**”). As between Company and any User, on one hand, and Node Operator, on the other, Node Operator retains all right, title and interest in and to its Content Nodes and/or Discovery Nodes (excluding Company IP and Content posted by Creators, which as between Company and the applicable Creator is subject to other licenses granted to Users pursuant to these Terms of Use), throughout the world, in perpetuity, including, without limitation: (i) all text, graphics, typefaces, formatting, graphs, designs, editorial content, HTML, look and feel, software, and data; (ii) all business processes, procedures, methods, and techniques used in such Content Nodes and Discovery Nodes; (iii) all other materials and content

uploaded or incorporated into such Content Nodes and Discovery Nodes; (iv) all associated trade secret rights and other intellectual property and proprietary rights recognized anywhere in the world; and (v) the coordination, selection, arrangement and enhancement of the intellectual property set forth in subsections (i)-(iv) above as a Collective Work under the United States Copyright Act, as amended (collectively, “**Node Operator IP**”), and nothing contained herein shall be construed as creating or granting to Company or any User any right, title or interest in and to such Node Operator IP other than the express license granted therein pursuant to these Terms of Use. The Node Operator IP is protected in all forms, media and technologies now known or hereinafter developed as well as by the domestic and international laws of copyright, trademarks, patents, and other proprietary rights and laws.

You acknowledge and agree that the Platform is merely a passive conduit and decentralized hosting service for Content and that Audius plays no active role in the distribution or presentation of Content through the Platform, nor is Audius under any obligation to monitor Content posted on the Platform and cannot and does not take any responsibility for such Content. Use or storage of any Content or materials posted via the Platform or obtained by you through the Platform is at your own risk. For the avoidance of doubt, Company will not be liable for any unauthorized use of any content available on or through the Platform.

Representations and Warranties

You represent and warrant that any Content Node, Discovery Node, and other information that you make available on or through the Platform will not: (i) violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (ii) be obscene or contain child pornography or be harmful to minors; (iii) contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (iv) create liability for Audius or cause Audius to lose (in whole or in part) the services of its Internet service providers (ISPs) or other partners or suppliers.

You further represent and warrant that: (i) you are operating each Content Node or Discovery Node in compliance with all laws, statutes, rules and/or regulations, including applicable copyright laws to which you are subject, and you will become prior to offering Nodes as a Node Operator a registered DMCA agent in accordance with Section 512 of the DMCA and take prompt upon receipt of any DMCA notice addressed to you for allegations arising from or related to Content on the Platform; (ii) all registration data you submit to Company in connection with registering any Content Node, Discovery Node, and other information that you make available to the Audius Network, is true, accurate, current and complete; (iii) you are the sole owner of all right, title and interest in, or have obtained all necessary rights and licenses from the applicable third-party owner of, any Content Node, Discovery Node, and other information that you make available on or through the Platform; and (iv) any Content Node, Discovery Node, and other information that you make available on or through the Platform, when used for the purposes in which it is submitted onto the Platform, does not infringe upon the rights of any third-party, including, without limitation, contract rights, intellectual property rights, propriety rights and rights of publicity/privacy.

You acknowledge and agree that you shall be solely responsible for any Content Node, Discovery Node, and other information that you make available on or through the Platform. You further acknowledge and agree that the Users of the Platform are granted certain governance rights on the Platform and Company reserves the right to permit the Users solely through the Governance System to recommend that your Content Node and/or Discovery Node be rejected, in whole or part, edited, modified, or removed from the Platform if such Users determine, in their reasonable discretion in accordance with the Governance System, you’re your

Content Node and/or Discovery Node does not comply with these Terms of Use, or for any other reason, without notice or liability to you.

Indemnification

You hereby agree to indemnify, defend and hold harmless, the Company Parties (defined below), from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim, action, or proceeding brought by a third-party based on: (i) your use of, or inability to use, the Platform and/or AudSP; (ii) any breach of any representation, warranty, covenant or obligation of yours under these Terms of Use; (iii) your violation of any applicable law or regulation; or (iv) your violation of any third-party right, including, but not limited to, any intellectual property right. Company shall promptly notify you of any such claim, and you shall assume control of the defense of such claim upon Company's request. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the written consent of Company.

7. GOVERNANCE OF THE PLATFORM

Purpose

Audius desires to create a Platform where all registered Users are free to collaborate and share the world's music. The decentralized protocol on the Platform, whereby Creators, Listeners and Node Operators, will be individually and collectively enfranchised in decision making about Platform changes and upgrades is hereinafter referred to as the "**Governance System**". **The terms set forth and voting rights described in this Section 7 are solely applicable to registered Users with an active Account at the time an applicable proposal is submitted for a vote. A User will be entitled to one (1) vote per Audius token staked for each proposal.**

Upgrades to the Platform may be submitted by Users, including deployed code when necessary, to an overarching governance system that has custody over all other systems that make up the Platform ("**Upgrade Proposal**"). Users must include in any Upgrade Proposal a block count at which point such upgrade goes into effect ("**Upgrade Proposal Effective Date**"); such effectiveness date shall be a minimum one (1) week from the date of submission.

Prior to submitting an Upgrade Proposal, a User will be required to bond a set number of Audius Tokens in the Governance System, which may be withdrawn if such User chooses to withdraw the accompanying Upgrade Proposal prior to the Upgrade Proposal Effective Date.

Voting Process

Prior to the Upgrade Proposal Effective Date, Users may submit a binary yes or no vote on it. The magnitude of a vote by a User is determined based on the magnitude of such User's membership in governance decision-making classes and the corresponding voting power assigned to those classes. If a User has earnings and/or holdings that fall into multiple classes, their vote can be counted in multiple classes.

Users are also permitted to delegate their vote to other Users or groups of Users, such that if a User chooses not to vote on a specific Upgrade Proposal, their designated delegate's vote will be used in place of their own. For information on vote delegation, please see the immediately following subsection.

Initially, two groups will be designated as default delegates: (1) Audius Decentralized Autonomous Organization (DAO), which will be controlled by a small group of geographically distributed Node Operators; and (2) Artist Advisory DAO, which will be controlled by Creators and Listeners.

Audius DAO shall be controlled by Node Operators and decisions will be made by supermajority consensus of Audius DAO members. The Audius DAO will be delegated voting power by default at the time of registration by a Node Operator for staked Audius Tokens. Node Operators may also affirmatively choose to delegate voting power to another User or group of their choosing.

The Artist Advisory DAO shall be controlled by Creators and Listeners, with the initial member chosen by Audius. Members of the Artist Advisory DAO shall vote on each Upgrade Proposal, as well as the admission of new members of the DAO. At the time of registration by a Creator or Listener the Artist Advisory DAO will be delegated voting power by default, which delegation may be changed or removed at the User's discretion.

Any other group of Users may federate to form their own voting DAO, as well.

8. PUBLIC INFORMATION; INTERACTION WITH OTHER USERS

You acknowledge and agree that certain information that you provide in connection with the registration of your Account and other Account data (such as your Account profile name and/or picture, city and state, social media handles, certain Content uploaded by you or other Users to the Platform that you like/follow, how many Users on the Platform are following your Account, how many Users on the Platform have liked/followed certain Content that you have uploaded to the Platform and selected to be made publicly available, and any and all comments, messages, voting actions, or any other content uploaded by you to the Platform in connection with your participation in the Governance System) will automatically become publicly viewable by all Users of the Platform and that you will not have the option of making such information and/or data private. In addition, you acknowledge and agree that when you make Content that you upload to the Platform publicly available by all other Users of the Platform, that other Users of the Platform will be able to listen, like, follow, repost, share (applicable Content hyperlink), and/or interact with such Content.

Content shall not contain protected health information. You are strictly prohibited from submitting Content that is considered protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH). You are also strictly prohibited from submitting through the Platform in any manner or otherwise providing Company with any "sensitive information," (which includes, for example, personal information specifying medical or health conditions, racial or ethnic origin, or trade union membership). None of the foregoing shall obligate Company to actively screen the information that you provide.

The Platform also enables Users to communicate and interact with other Users and publicly available Content, including, without limitation, by enabling Users to listen, like, share, or re-post other Users' Content, and Company may in the future implement functionality to enable Users to comment on other Users' Content, and to direct message other Users. The Platform may in the future enable additional User interaction features such as public forums/message boards, User Content rating systems, and other interactive community-based functionalities. You will be publicly identified by your Account username or login identifier when communicating and otherwise interacting with other Users/ Content on the Platform. You are solely responsible for all of your interactions with the Platform and other Users/ Content on or through the Platform. In your interactions with other Users/Content, you agree to conduct yourself professionally, civilly and respectfully at all times and in no event will you harass, solicit, stalk, maliciously

target, or otherwise make hurtful, defamatory, or derogatory comments towards, or engage in malicious conduct against, any other User/Content. You acknowledge and agree that in using the Platform, Company will not be responsible for the actions of any Users with respect to any other User or Content, and that Company does not actively monitor or police the specific interactions between Users of the Platform and other Users or Content (and has no obligation to do so). You hereby release, disclaim and hold Company harmless from and against any and all liability resulting from a User's interaction with, or conduct towards, any other User or Content (whether online or offline). Notwithstanding the foregoing, Company reserves the right to determine, in its sole discretion, what constitutes harassment, mischief, or unacceptable conduct with or towards other Users or Content, and where that has occurred, and may in its sole discretion, report such User to the Governance System of the Platform to allow any Users participating in the Governance System to adjudicate such behavior.

9. TOKENS

Joining Audius is free. We reserve the right, however, to charge fees for certain Content Nodes or Discovery Nodes on the Platform at any time in the future in our sole discretion. Additionally, as described elsewhere herein, a Creator may impose fees upon Listeners to access, listen to, or otherwise interact with certain Content that such Creator publishes or otherwise makes available on or through the Platform. When you use a service that has a fee, you will have an opportunity to review and accept the fees that you will be charged, which will be paid in Tokens made available to you as further described herein. Changes to fees are effective after we provide you with notice by posting the changes on the Platform. You are responsible for paying all fees and taxes associated with your use of the Platform.

For additional information on the Tokens made available to you on or through the Platform, including details on the different types of Tokens (e.g., stablecoins, Audius Tokens) and how such Tokens may be used on the Platform, please read our [White Paper](#).

10. NOTIFICATIONS/CONTACT; THIRD PARTY CONTENT AND COMMUNICATIONS

By providing us with your email address and using the Platform, you hereby affirmatively consent to the use of your email address for notifications from us regarding important Platform announcements and other administrative communications related to your use of the Platform, various services and functionalities offered thereon, as well as certain marketing and other advertising communications from us and from our third-party advertising partners, as more fully set forth in our [Privacy Policy](#). You will be able to opt out of receipt of certain notifications by following the instructions described in our Privacy Policy; however, if you do not wish to receive certain service and other administrative notifications related to the Platform, your only way to opt out of such messages is to stop using and delete the Platform.

Company disclaims all liability for any communications directed to you from any third-party directly or indirectly in connection with the Platform ("**Third-Party Communications**") that you may receive, and any actions you may take or refrain from taking as a result of any Third-Party Communications. You are solely responsible for assessing and verifying the identity and trustworthiness of the source and content of any Third-Party Communications. Company assumes no responsibility for verifying, and makes no representations or warranties regarding, the identity or trustworthiness of the source or content of any Third-Party Communications.

The Platform is based on a third party, public blockchain infrastructure, utilizes a Token system based upon this infrastructure, and also includes third-party content or links (such as hyperlinks) to third-party websites,

products or services (including external websites that are framed by the Platform as well as any advertisements displayed in connection therewith) that are not owned or controlled by Company (collectively, “**Third-Party Content**”). They are provided as an information service, for reference and convenience only. Company does not control any such Third-Party Content and is not responsible for their (i) availability or accuracy, or (ii) content, advertising, or products or services. Company does not make any representations or warranties with respect to any Third Party Content and all use thereof is provided on an “as is” and “as available” basis and your use thereof is at your own risk. Inclusion of any Third-Party Content on the Platform does not constitute or indicate Company’s endorsement thereof and Company shall not be liable or responsible for any Third-Party Content transmitted through the Platform. You shall be subject to any additional terms and conditions of use, guidelines or rules applicable to any Third-Party Content that you access through the Platform (“**Third-Party Terms**”). All such Third-Party Terms are hereby incorporated by reference into these Terms of Use. You acknowledge and agree that Company will not and cannot censor or edit any Third-Party Content and that you shall assume the sole responsibility for and risk associated with your use of Third-Party Content, including compliance with the terms and conditions of use, privacy policies, or practices associated therewith. Accordingly, Company encourages you to be aware when you leave the Platform and to read the terms and conditions of use and privacy policies associated with any Third-Party Content.

By using the Platform, you expressly relieve and hold Company harmless from any and all liability arising from your use of any Third-Party Communications and Third-Party Content, including any loss or damage incurred as a result of any dealings between you and any third parties, or as the result of the presence of such Third-Party Content on the Platform or the failure of such Third-Party Content to function as intended. It is your responsibility to evaluate the content and usefulness of the information obtained from Third-party Content.

11. LIMITATIONS ON PLATFORM USE

The Platform and any Content belonging to another User may not be used, modified, reproduced, duplicated, copied, published, distributed, downloaded (unless permitted by a Creator for such Creator’s Content), sold, resold, transformed, redesigned, reconfigured, retransmitted, or otherwise exploited by you for any purpose except as facilitated by the tools, products, services, functionalities and/or features made available to Users of the Platform, subject to these Terms of Use, or without the express prior written consent of Company, the applicable User, and/or the applicable third-party owner thereof, in each instance.

Without limiting the foregoing, while using the Platform, you may not conduct any of the following activities:

- Defame, abuse, harass, stalk, threaten, bully, or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of Company or other Users, or use information learned from the Platform to otherwise defame, abuse, harass, stalk, threaten, bully, intimidate or mislead, or otherwise violate the legal rights of Company or any other User outside of the Platform.
- Upload Content to the Platform, or otherwise interact with other Users to communicate or distribute information, that is defamatory, profane, infringing, obscene, pornographic, unlawful (*e.g.*, drug use or other criminal activity), offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals.

- Upload Content to the Platform for which you are not the owner, or for which you have not obtained all rights, clearances, licenses and other consents required to do so and to grant Company the Content License in and to such Content set forth herein.
- Solicit or induce, or attempt to solicit or induce, other Users on the Platform to take any actions that could be harmful to such Users or any other person or property, or that otherwise would violate any applicable laws.
- Use the Platform for any purpose in violation of applicable local, state, national, or international law.
- Use or otherwise export or re-export the Platform or any portion thereof, or Content in violation of the export control laws and regulations of the United States of America.
- Upload Content or other material or software that violates the intellectual property rights (or rights of privacy or publicity) of any third-party or for which you have not obtained the necessary rights or permissions to use accordingly.
- Upload Content or other material or software that features any person that has not given you express permission to include such person in such Content and who has not granted you all rights necessary or required for you to grant Company the Content License in and to such Content, including, without limitation, such person's name, image, voice, likeness, biographical material, and any other right of publicity/privacy held by such person in connection with such Content.
- Upload Content or other material or software files that contain viruses, Trojan horses, corrupted files, malware, spyware, bugs, or any other similar programs that may damage or infiltrate the operation of the Platform or any other User's computer or mobile device.
- Conduct or forward surveys, contests, pyramid schemes, or chain letters.
- Advertise or offer to sell any goods or services (other than as expressly permitted pursuant to the functionalities and service offerings via the Platform) for any commercial purpose through the Platform, or otherwise post commercial advertisements, affiliate links, and other forms of solicitation, without Company's prior written consent in each instance.
- Impersonate another person or User or knowingly allow any other person or entity to use your identification or account to post or view comments on, or otherwise utilize, the Platform.
- Restrict or inhibit any other User from using and enjoying the Platform.
- Imply or state that any statements you make are endorsed by Company or any other User, without the prior written consent of Company or such User.
- Use a robot, spider, manual and/or automatic processes, or devices to data-mine, data-crawl, scrape or index the Platform in any manner (excluding SEO-related scraping (e.g., Google indexing)).
- Hack or interfere with the Platform, its servers or any connected networks.
- Adapt, alter, license, sublicense or translate the Platform for your own personal or commercial use, except as otherwise expressly permitted in these Terms of Use.

- Remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by Company or any other User.
- Upload Content that provides materials or access to materials that exploit people under the age of eighteen (18) in an abusive, violent or sexual manner.
- Use the Platform to collect Registration Data by electronic or other means.
- Use the Platform in a manner which is false or misleading (directly or by omission or failure to update information) or for the purpose of accessing or otherwise obtaining Company's trade secret information for public disclosure or other purposes.
- Direct message any User who has asked you not to do so.
- Use, transfer, distribute or dispose of Platform IP or other Users' Content in any manner except as expressly authorized in these Terms of Use.
- Cause or induce any third-party to engage in the restricted activities above.

Company will take appropriate investigative and legal action for any illegal or unauthorized use of the Platform. You acknowledge that violation of any of the above restrictions may subject you to third-party claims and none of the rights granted to you in these Terms of Use may be raised as a defense against any third-party claims arising from any such violation.

If you encounter any Content uploaded by other Users that violates, or learn of any User who has violated, these Terms of Use and any of the Platform usage restrictions set forth above, please email Company at legal@audius.co or inform us through the applicable reporting functionality offered via the Platform. Company may, but is not obligated to, take any of the actions set forth in [Section 13](#) below against Users who violate any of the above restrictions.

12. REPRESENTATIONS AND WARRANTIES

The Platform is available only to persons (i) who are eighteen (18) years or older (or any greater age required to be deemed to have reached the age of majority under the applicable law of the state or jurisdiction of such person's primary residence) or (ii) thirteen (13) to seventeen (17) years of age (or any greater age that would still be under the age required to be deemed to have reached the age of majority under the applicable law of the state or jurisdiction of such person's primary residence) who access and use the Platform with parental/legal guardian permission. BY ACCESSING AND USING THE PLATFORM, INCLUDING, BUT NOT LIMITED TO, THE CREATION OF AN ACCOUNT, YOU REPRESENT AND WARRANT THAT YOU ARE (I) AT LEAST EIGHTEEN (18) YEARS OLD (OR ANY GREATER AGE REQUIRED TO BE DEEMED TO HAVE REACHED THE AGE OF MAJORITY UNDER THE APPLICABLE LAW OF THE STATE OR JURISDICTION OF YOUR PRIMARY RESIDENCE) AND ARE FULLY ABLE AND COMPETENT TO ENTER INTO THESE TERMS OF USE, OR (II) AT LEAST THIRTEEN (13) YEARS OLD AND HAVE PERMISSION FROM YOUR PARENT OR LEGAL GUARDIAN PRIOR TO ACCESSING AND USING THE PLATFORM AND, FOR THE AVOIDANCE OF DOUBT, PRIOR TO INITIATING ANY TRANSACTION IN CONNECTION WITH YOUR ACCESS AND USE THEREOF, AND YOUR PARENT OR GUARDIAN AGREES TO THESE TERMS OF USE.

You represent and warrant that that you have the right, authority and capacity to enter into, and to be bound by, these Terms of Use and to abide by the terms and conditions of these Terms of Use, and that you will so abide.

You represent and warrant that: (i) (1) all Registration Data and (2) other information that you submit onto the Platform, is true, accurate, current and complete; (ii) you are the sole owner of all right, title and interest in, or have obtained all necessary rights and licenses from the applicable third-party owner of, any Content or other information you submit or upload onto the Platform to grant Company the rights set forth herein, free and clear any of further payment or attribution requirements; and (iii) that such Content and other information, when used for the purposes in which it is submitted onto the Platform, does not infringe upon the rights of any third-party, including, without limitation, contract rights, intellectual property rights, propriety rights and rights of publicity/privacy. You acknowledge and agree that you shall be solely responsible for all Registration Data, Content and other information that you post, upload, link to, publish, exchange, or display onto the Platform and that Company reserves the right to reject, refuse to post, edit, modify, remove all or a portion of any such Registration Data, Content or other information from the Platform that Company determines, in its sole discretion, does not comply with these Terms of Use, or for any other reason, without notice or liability to you.

You represent and warrant that any Content, Registration Data, and other information that you upload to the Platform: (i) will not be fraudulent; (ii) will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (iii) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (iv) will not be obscene or contain child pornography or be harmful to minors; (v) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (vi) will not create liability for Company or cause Company to lose (in whole or in part) the services of its Internet service providers (ISPs) or other partners or suppliers; and (vii) will not feature any person that has not given you express permission to include such person in such Content and who has not granted you all rights necessary or required for you to grant Company the Content License in and to such Content, including, without limitation, such person's name, image, voice, likeness, biographical material, and any other right of publicity/privacy held by such person in connection with such Content; (viii) will not feature any person under the age of eighteen (18) (or any greater age required to be deemed to have reached the age of majority under the applicable law of the state or jurisdiction of such person's primary residence) without first obtaining express written permission from such person's parent or legal guardian, and which written permission shall grant you all rights necessary or required for you to grant Company the Content License in and to such Content, including, without limitation, such person's name, image, voice, likeness, biographical material, and any other right of publicity/privacy held by such person in connection with such Content.

13. UNLAWFUL ACTIVITY; SUSPENSION OR TERMINATION OF PLATFORM ACCESS

We reserve the right to investigate complaints or reported violations of the Terms of Use and to take any action we deem appropriate, including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to Users' Account, username, e-mail addresses, usage history, uploaded Content, IP addresses, and traffic information.

We further reserve the right to investigate complaints and to report violations of these Terms of Use to the Governance System of the Platform, including, without limitation, disclosing any information necessary or appropriate to Users participating in the Governance System so that such Users may, among other things, make proposals for changes to the Platform to prevent conduct that violates these Terms of Use. You

acknowledge and agree that the Governance System is permitted to take action against you and to make a determination on whether your conduct violates these Terms of Use, and you agree to abide with the determination made by the Governance System.

We also reserve the right, in our sole discretion and without notice or liability to you, to instruct Node Operators to remove, block, hide, or delete any of your Content if such Content as published or otherwise made available by you through the Platform violates these Terms of Use. If we believe that your use of, or any Content published or otherwise made available by you through the Platform violates these Terms of Use, we may also contact you directly and request that you promptly cure your breach of these Term of Use or any other act or omission by you that gives rise to a claim by Company.

We further reserve the right, in our sole discretion and without notice or liability to you, to disable your Account, suspend or terminate your use of, or access to, the Platform (either in whole or in part), or remove, block, hide or otherwise delete any Content that you upload to the Platform, at any time for any reason with any conditions, including, but not limited to, if we believe that you have violated or acted inconsistently with these Terms of Use or any applicable law or that you have engaged in conduct that we determine to be inappropriate or unacceptable in our sole discretion, including, without limitation, any violation of the restrictions set forth in Section 12 hereof. We may also disable your Account, suspend or terminate your access to the Platform, or remove, block, hide or otherwise delete any Content you upload to the Platform, if you file any claim against Company or file any claim that involves the Platform. If we terminate, limit, or suspend your right to use the Platform, you are prohibited, without Company's prior written consent, from registering and creating a new Account under your name, a fake or borrowed name, or the name of any third-party, even if you may be acting on behalf of the third-party. In the event your right to use the Platform terminated, limited, or suspended, these Terms of Use will remain in effect and enforceable against you.

We also reserve the right, in our sole discretion, to seek and obtain any other remedies available to us pursuant to any applicable laws and regulations or at equity as a result of your breach of these Terms of Use or any other act or omission by you that gives rise to a claim by Company, and our decision (due to technical or other reasons at our sole discretion) to disable (or not disable) your Account, suspend or terminate (or not suspend or terminate) your use of, or access to, the Platform, or our decision to instruct (or not instruct) Node Operators to remove, block, hide, or delete any of your Content, shall be without prejudice to, and shall not be deemed a waiver of, the foregoing.

You may terminate these Terms of Use at any time by deleting your Account and ceasing all use of the Platform. Please note that, ceasing to use your Account from your computer or deleting the App (if and when launched) from your mobile device will not delete your Account, and certain Content that you have previously uploaded will remain on the Platform. If you wish to delete your Account, please login to your Account on the Platform, and once inside your Account profile, select "Delete Account".

Notwithstanding the foregoing, all sections of these Terms of Use which by their nature should survive the expiration or termination shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of these Terms of Use.

14. CLAIMS OF ALLEGED INTELLECTUAL PROPERTY INFRINGEMENT ON THE PLATFORM AND THE DIGITAL MILLENNIUM COPYRIGHT ACT

In the event of alleged infringement of any party's copyright with respect to any Content published or actions taken or through the Platform by Creators, Company's liability is limited as a transitory digital network

communication service provider under the Online Copyright Infringement Liability Limitation Act (i.e., Title II of the Digital Millennium Copyright Act, 17 U.S.C. § 512, as amended from time to time).

Company acts as an intermediary service provider that transmits, routes, and provides connections for Content and other Creator-generated material via an automatic technical process through the AudSP decentralized storage protocol at the direction of Creators and non-Audius parties, without selecting, filtering, approving or denying, or modifying such materials or intended recipients as sent or received by those uploaders, transmitters, etc. Company does not maintain any copies of Content and other Creator-generated materials, which may be made in the course of its intermediate or transient storage, on Audius-owned or controlled systems or networks in a manner ordinarily accessible to anyone other than anticipated recipients and for a longer period than is reasonably necessary for the transmission, routing, or provision of connections.

Pursuant to the above, Audius has no direct ability to remove any allegedly infringing Content from the Platform, or to cause any Creator or Node Operator to do the same. Notwithstanding the foregoing, pursuant to these Terms of Use, all Creators and Node Operators are required to become registered agents under the DMCA and to otherwise comply with § 512(c) thereof as a condition to becoming, and requirement to remaining, a User of the Platform. Therefore, Claims of alleged infringement of copyright or intellectual property rights with respect to any Content published or actions taken or through the Platform by Creators should be directed to the applicable Creator or to Node Operator that operates the applicable Content Node and at no time to Audius directly, and resolved as otherwise permitted by applicable law. Company will use commercially reasonable efforts to expeditiously respond to and cooperate with such legal processes to the fullest extent required by applicable law.

15. DISCLAIMER OF WARRANTIES

TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

YOUR USE OF THE PLATFORM IS ENTIRELY AT YOUR OWN RISK. THE PLATFORM IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, CURRENTNESS, COMPLETENESS OR RELIABILITY OF ANY PLATFORM CONTENT OR USER CONTENT PROVIDED THROUGH THE PLATFORM OR THIRD-PARTY CONTENT LINKED TO THE PLATFORM AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PLATFORM, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY THROUGH THE PLATFORM OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES, OTHER THAN AS PROVIDED HEREIN. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT ACCESS TO THE PLATFORM WILL BE UNINTERRUPTED OR THAT THE PLATFORM WILL BE ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED OR THAT IT WILL ALWAYS BE ACCESSIBLE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY CONTENT, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE PLATFORM. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT THE PLATFORM IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. COMPANY AND ITS AFFILIATES AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY PERSONAL INFORMATION SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

16. LIMITATION OF LIABILITY; CLASS ACTION WAIVER

YOU ACKNOWLEDGE AND AGREE THAT COMPANY IS ONLY WILLING TO PROVIDE THE PLATFORM IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND THIRD PARTIES. THEREFORE, YOU AGREE NOT TO HOLD THE COMPANY, ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, AND PARTNERS IN PROMOTIONS, SWEEPSTAKES OR CONTESTS, OR ANY OF SUCH PARTIES' RESPECTIVE AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, VENDORS, THIRD-PARTY LICENSORS, CORPORATE PARTNERS, PARTICIPANTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "**COMPANY PARTIES**") LIABLE FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "**LIABILITIES**") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE THE PLATFORM, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL VIOLENCE, AND DESTRUCTION OF PERSONAL PROPERTY), ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY COMPANY OR ITS AFFILIATES OR LICENSORS AND ANY DESTRUCTION OF YOUR INFORMATION.

UNDER NO CIRCUMSTANCES WILL ANY COMPANY PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE PLATFORM, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT ANY COMPANY PARTY IS LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

ANY DISPUTE YOU HAVE WITH ANY THIRD-PARTY ARISING OUT OF YOUR USE OF THE PLATFORM, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, ANY CARRIER, COPYRIGHT OWNER OR OTHER USER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD-PARTY, AND YOU IRREVOCABLY RELEASE THE COMPANY PARTIES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

YOU AND COMPANY AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER YOU NOR COMPANY WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU OR COMPANY ACTS OR PROPOSES TO

ACT IN A REPRESENTATIVE CAPACITY. YOU AND COMPANY FURTHER AGREE THAT NO PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, COMPANY, AND ALL PARTIES TO ANY SUCH PROCEEDING.

17. INDEMNIFICATION

You hereby agree to indemnify, defend and hold harmless, the Company Parties, from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim, action, or proceeding brought by a third-party based on: (i) your use of, or inability to use, the Platform; (ii) any breach of any representation, warranty, covenant or obligation of yours under these Terms of Use; (iii) any Registration Data or Content posted by you onto the Platform; (iv) your violation of any applicable law or regulation; or (v) your violation of any third-party right, including, but not limited to, any intellectual property right. Company shall promptly notify you of any such claim, and you shall assume control of the defense of such claim upon Company's request. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the written consent of Company.

18. PLATFORM ACCESS REQUIREMENTS; UPDATES AND MAINTENANCE

Access to and use of the Platform requires a compatible mobile device/web browser and internet connection. It also requires that we have access to your device identifier and location information. Although we are working to ensure that the Platform is compatible across various devices, we cannot guarantee that the Platform will work with all devices.

It is your responsibility to ensure that your computer or mobile device complies with the requirements for accessibility. Your use of the Platform may vary in functionality, availability and quality depending on the type of the device and the operating system that you use and Company accepts no responsibility for any lack of functionality that is due to your equipment (including your device, internet connection, operating system or settings and software).

It is your responsibility to pay for all costs and expenses that you may incur while using the Platform (including, but not limited to, all telephone call or line charges or Internet data service access charges).

Your access to the Platform may be interfered with by numerous factors outside of Company's control including, but not limited to, telecommunications and/or wireless network service disruptions, computer or mobile device viruses and bugs, tampering, unauthorized intervention, fraud, technical failures, and server, equipment or software defects. Company is not responsible and will have no liability for any failures of the Internet or any data or telecommunications equipment, system or network used in connection with the Platform. In addition, perfect security does not exist on the Internet; Company cannot and does not guarantee that any Registration Data or other personally identifiable information submitted to the Platform and selected by you to remain private (as applicable) will not become public under any circumstances.

Company may in the future update the Platform for repair or maintenance purposes or to change any tools, products, services, functionalities, or features thereof (an "**Update**"). Company shall not be liable to any User in any way as a result of any temporary or permanent suspension of the Platform or any tools, products, services, functionalities, or features thereof arising from or in connection with an Update. Furthermore, Company is under no obligation to undergo an Update of the Platform to the extent any Platform Elements, Content and/or other tool, product, service, functionality, or feature thereof is out of date. The terms of the

License granted to you hereunder shall apply in full to any Update. Following an Update, you may not be able to use the Platform until you have downloaded the latest version and accepted any new terms.

19. NO AGENCY

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created between you and Company by this Agreement.

20. ASSIGNMENT

Company may freely assign, sub-contract and/or otherwise transfer any or all of its rights and/or obligations under these Terms of Use to any company, firm or person. You may not transfer your rights or obligations under these Terms of Use to anyone else.

21. WAIVER AND SEVERABILITY OF TERMS; ENTIRE AGREEMENT

Failure by Company to enforce any provision(s) of these Terms of Use will not be construed as a waiver of any provision or right. If any provision of these Terms of Use is deemed unlawful, void or unenforceable by a court of law exercising proper jurisdiction, that provision shall be deemed severed from the remaining provisions and shall not affect their validity and enforceability. These Terms of Use incorporate by reference any notices contained on the Platform and the Privacy Policy and constitute the entire agreement with respect to access to and use of the Platform and your and other Users' Content.

22. THIRD PARTY DISPUTES

ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY ARISING OUT OF YOUR USE OF THE PLATFORM, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, ANY CARRIER, COPYRIGHT OWNER OR OTHER USER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE AUDIUS AND ITS AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

23. GOVERNING LAW AND JURISDICTION; DISPUTES

The Terms of Use are governed by and construed in accordance with the internal laws of the State of California, without reference to principles of conflicts of laws, and any action arising out of or relating to these Terms of Use shall be filed exclusively in the state or federal courts located in Santa Clara County, California, and you consent to the jurisdiction thereof and venue of such courts for the purpose of litigating any such action.

You agree that regardless of any applicable statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Platform or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever and fully barred.

24. MODIFICATION OF SERVICES OR TERMS AND POLICIES

Company may, from time to time, release updates of the Platform, or release/introduce new tools, products, services, functionalities, and/or features for the Platform, which will be subject to these Terms of Use, and any additional terms as may apply to such additional versions, tools, products, services, functionalities, or features.

Company reserves the right to alter these Terms of Use, the Privacy Policy <https://www.audius.co/privacy-policy>, or other Platform policies at any time, so please review the policies frequently. Your continued use of

the Platform will act as your unqualified acceptance of any changes to the Terms and Policies, regardless of actual notice.

Company reserves the right to terminate its owned and controlled Service connected to the Blockchain Protocol for any reason, without notice, at any time.

25. FEEDBACK

While our own staff is continually working to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from the User community. If you choose to contribute by sending us or our employees any ideas for services, features, modifications, enhancements, content, refinements, technologies, content offerings, promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively, “**Feedback**”), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided. Accordingly, by sending us Feedback, you agree that: (i) Company has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason; (ii) Feedback is provided on a non-confidential basis, and Company is not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and (iii) you irrevocably grant Company a perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

26. OPEN SOURCE SOFTWARE

The Platform contains certain open source software. Each item of open source software is subject to its own applicable license terms.

Some services offered through the Platform (*i.e.*, purchase and use of cryptocurrency-based tokens) may be subject to third party terms and conditions adopted by the Company. Your use of those services is subject to those third party terms and conditions, which are incorporated into these Terms of Use by this reference.

27. PRIVACY

Your privacy is very important to us. To understand our practices, please review our Privacy Policy at <https://www.audius.co/privacy-policy>, which is incorporated by reference into these Terms of Use and also governs your use of the Platform. Likewise, you represent and warrant that you will respect the privacy, property, and data protection rights of Users.

28. CONTACT

General questions or comments about the Platform or these Terms of Use should be sent either by mail to Audius, Inc. at 548 Market Street #43362 San Francisco, CA 94104, or email to legal@audius.co.