

Terms of Use

Company: JustJoJo Distro Limited
Registration Number: 12822024

Thank you very much for choosing us as your Digital Music Distributor. We hope you enjoy our service and achieve great success with your music career. Please, read these Terms of Use very carefully as they constitute a binding agreement between you (in these Terms, the End User or You), and us (in these Terms, We or Us) and are effective upon the registration on the platform, available at <https://app.justjojodistro.com> (hereinafter, the Platform).

Formally, the provider of the service and responsible of the Platform is JustJoJo Entertainment Limited, which is a limited liability Company constituted and existing under the laws of United Kingdom, with legal address in Office 33, Old Courthouse, Orsett Road RM17 5DD Essex (United Kingdom), Tax ID #299304272 and registered at the Commercial Register of Essex with Company Registration Number 09414829. Our contact information can be found in the "FAQ" Tab of the in your account.

The services shall be provided in accordance with:
The Terms of Use set forth in this document.

The Privacy Policy made available to You in your Account.

Please, provide and fill out all the information required in the "Start" section of the Platform as it is necessary to create the contractual relationship between us. We made our Terms of Use as easy to read as possible, but if you have any doubt or query, please contact us by using any of the communication channels described above.

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Definitions

To facilitate the understanding of these Terms of Use, the following principal expressions will have these meanings:

"Customer": refers to any individual that accesses or makes use of a Digital Music Service.

"Digital Distribution": means the transferring by any means of data transmission or communication, through the internet, internet radio, kiosks, in-store listening posts, mobile, wireless, satellite and similar communication systems, whether now known or existing in the future, of the End User Content in multiple digital formats including but not limited to clips, permanent downloads, subscriptions, streams and timeout-downloads, ring-tones and ring-back tones and any other means.

"Digital Music Service": means any digital outlet, such as music download portals, music and video streaming services, mobile music platforms, digital (and terrestrial) radio stations, digital (and terrestrial) television networks, and mobile networks (each a "DMS", i.e.: Apple iTunes, Spotify, Tidal, Google Play, etc.), that enables Customers to purchase and/or listen to End User Content.

"End User": that's You (hereinafter, the End User), which is an artist, songwriter, author, producer, agent (including royalty recipients), rights holder or others who are authorized and entitled to exploit certain music (including the composition and the recording) and to use the Platform, the Platform API or portions thereof.

"End User Content": means all intellectual property works (including without limitation musical works, recordings, video clips, ring-tones, real-tones, lyrics, logos, covers and photos) as to which the End User has the necessary exploitation rights, including "Neighboring Rights".

"Platform": refers to the digital music distribution platform available at <https://app.justjojodistro.com> or your designated subdomain.

"Service": means the service provided by Us through the Platform, in order to make the End User Content available on Digital Music Services (here, the Digital Distribution Services).

Hence, these are the rights and obligations of each of us:

General Conditions; Access to and use of the Services

2.1 During the Duration and subject to compliance by You with these Terms of Use, You have the right to access to the Platform and enjoy the Service provided by Us through it.

2.2 For information purposes, the features of the Platform include but are not limited to:

Upload of the End User Content to the Platform for its availability on Digital Music Services.

Selection of the channels, territories and Digital Music Services where End Users want their content to be available at.

Optional services, including quality control, distribution, updates and storage.

Pay directly the corresponding fees for the contracting services.

Hosting of the End User Content.

Qualification, transformation and transmission to Digital Music Services.

Updating of distributed works in Digital Music Services.

Takedown of content.

Assigning codes (ISRC, UPC, ISWC).

Accessing sales and usage reports of the End User Content in the Digital Music Services.

Request out payment of the Royalties generated by the End User Content.

Manage and receive neighboring rights.

Nonetheless, We reserve the right to include new functionalities or eliminate any of the features of the Service, to change the characteristics, design, appearance or presentation of the Platform and the Service, in which case, if You are unsatisfied with the resulting Platform, You can terminate the relationship in the terms described in these Terms of Use.

2.3 Furthermore, You undertake that You have all necessary rights in respect with Your Content to exploit it through the Platform and, therefore, give us the administration of your

Content as requested by You at each time, in the terms described in Section 6. This right and authorization is granted on an exclusive basis for those Digital Music Services on

which You decide to make Your Content available through our Service; this means that if You use the Service to make Your Content available in a specific Digital Music Service,

You can't make the same content available in the same Digital Music Service using a service different than the Service and the Platform.

What You can do and what you can't do

Use of the Platform

3.1 By registering and uploading Your Content on the Platform, You assume and undertake, essentially, the following obligations:

You shall use the Platform diligently and upload information and content whose rights belong to You or for which You are authorized by the rights holder.

You shall provide all the necessary information to use the Service, which We will request during the use of the Service.

You shall pay all the applicable fees for the Services rendered by Us, as described below.

You shall inform Us of any activity that is inconsistent with this Terms of Use.

You shall indicate through the Platform if Your Content contains "explicit" content. The term "explicit" content refers to content that evokes sexual, racist, violent or any other harmful connotations.

You shall not perform illegal activities through the Platform or the Services, and/or actions that could harm or damage any party, including Us.

3.2 You undertake to use diligently the Platform and, therefore, undertake:

a. not to grant access to the Platform to any third party or to employees that due to their position in the company, reasonably should not access the Platform;

b. not to access the source code of the Platform;

c. not to use the information, rules or instructions contained in the Platform for purposes different than those established in these Terms of Use;

d. not to disclose to any third party any of the information obtained through the Platform;

e. not to permit the public to access or use the Platform (including without limitation, via the internet).

f. not to use the Platform to upload content not owned by You or for which You do not have an explicit license to commercially exploit.

g. not to reproduce the Platform, in whole or in part, for any purposes;

h. not to copy and/or distribute the Platform, in whole or in part, by any manner;

i. not to create any form of "frame" or "mirror" for (any part of) the Platform on any other server or wireless or Internet-based device;

j. not to transfer the Platform to any third party;

k. not to assign, sell, resell, rent, lease, lend, sublicense, outsource or otherwise transfer the Platform and/or the Service to any third party, or authorize or appoint any third party to do so;

l. not to modify the Platform or provide any person with the means to do the same. This includes the creation of derivative works and to translate, disassemble, recompile, alter, destroy or reverse engineer the Platform or attempt to do so, unless when expressly permitted by the applicable regulation;

m. not to circumvent the technological protection measures incorporated in the Platform.

3.3 In general, You agree to use the Platform in a lawful and diligent manner and will not do anything forbidden by Law or by these Terms of Use. You will be liable to Us in respect of any breach of these Terms of Use, as described in Section 9.

Upload and storage of Your Content

3.4 After registration, You can upload Your Content (including sound recordings and audiovisual works, photographs, images, and other related content) to your personal account, for their subsequent Digital Distribution.

3.5 You can only upload content to the Platform for which You are the owner or have the rightsholders' permission in writing, and cannot upload any content whose rights are held by third parties. We may ask you to facilitate to Us all documents, contracts and registration certificates necessary to confirm that you own the rights of Your Content and reserve the right to ask you not to upload content from a specific author or producer, or We may also remove any of Your Content from the Platform for which We don't have the legal conviction that it belongs to You.

3.6 As specified before, You can't, under any circumstance, upload any content that could be harmful, threatening, unlawful, confidential, defamatory, libelous, harassing, obscene, indecent, fraudulent, infringing the rights of privacy, incites hate or includes texts of racist, ethnic or other nature, that is against or hinders or limits in any way any individual, or which may expose Us or third parties to any harm or liability of any kind.

3.7 You can't either upload any private or fake information of any third party, including, among others, mail addresses, phone numbers, and email addresses.

3.8 You are not allowed to upload any content that may breach copyright law or third party brand ownership

3.9 As We specified before, You are free to exploit Your Content, directly or through third parties, to Digital Music Services which are not selected or made available on the Platform.

3.10 We reserve the right to access to and analyze all or part of Your Content in order to guarantee the compliance with the Law and with these Terms of Use. We also reserve the right to delete files, data or information uploaded by You if We deem that they are not in compliance with these Terms of Use, or if We think they are not suitable or appropriate for the Platform or the Service.

3.11 Finally, for clarification purposes, these Terms of Use do not provide any obligation to You to upload a minimum quantity of content and/or a minimum availability of it.

Fees

4.1 By using the Service, You shall pay to Us the fees corresponding to the Services contracted, which can be found at any time in the "Transactions" section of your Account.

Additionally, You will receive 100.00% of the net incomes (deducting expenses and taxes) which We receive from Digital Music Services from the exploitation of Your Content. If applicable, You authorize Us to deduct 0% sales commission percentage from the net incomes received by Us from Digital Music Services.

The abovementioned Service fees, sales commission percentage and the minimum payment threshold for You are listed in the Platform, in the "Transactions" section.

4.2 All payments and associated claims: (i) will be made through the corresponding "Transactions" section of the Platform; (ii) will be made in the currency stated by Us; and (iii) will be payable via PayPal or bank-to-bank wire transfer to the account designated by You. If any authority imposes a duty, tax, levy, or fee, You agree to pay that amount or supply exemption documentation.

Payment of generated sales fees under these Terms of Use shall be made on a once a month, within days from receipt of an out payment request from you, provided always that the due amount exceeds the corresponding minimum payment threshold for the relevant requested payout.

Nonetheless, You authorize Us to withhold any payment during an additional period of twenty-four (24) months in the event we deem that such payment contains incomes or fees totally or partially generated fraudulently or contravening these Terms of Use or the Anti-Fraud Policy. Any payment You receive from Us will be subject to all and any applicable taxes (including VAT, withholding taxes, etc.).

The payment of an invoice will not later prevent Us from disputing the invoiced amounts pursuant to any rights herein. We may recoup any amounts due to Us from You by withholding such amounts from any fees otherwise due in the future and providing notice thereof.

4.3 If any Digital Music Service deducts any amount due to any passed contingency, overpayment or conclusion in relation to Your Content or an investigation by Us reasonably demonstrates that any of Your fees for any prior month should have been lesser, We may, at the conclusion of such investigation and at our sole discretion, provide a revised sales report for the applicable month(s) and deduct the corresponding amount from future payments, what You acknowledge and accept.

4.4 Therefore, You expressly and irrevocably authorize Us to collect all incomes from the exploitation of Your Content through the Platform, including but not limited to author rights,

performing and recording rights, any levy established by law for private copies, or for any other concept, without limitation. For this purpose, We may ask you to sign a specific authorization letter as solicited by the corresponding Performing Right Organization, which You undertake to provide as soon as requested by Us.

4.5 We will make any corresponding invoices and receipts, including mandatory taxes, available to You according to the applicable regulations.

4.6 We reserve the right to change in the future the Service price, the sales commission percentage or the minimum payment threshold, in which case the new terms will be notified to You not less than thirty (30) days prior to the effective date and will be applicable to future incomes.

4.7 We may decide not to charge you initially for the use of the Service and any optional service, however, You authorize Us to deduct the corresponding amounts from your future payments.

In the event that after one year from the start of the relationship, You have distributed Your Content on credit, without having generated enough sales to pay back the outstanding balance, We reserve the right to request the payment of the outstanding balance.

4.8 Audits: We will maintain accurate and complete records of account including all documentation needed by You to compute and verify the fees payable to You in connection with the performance of our agreement. During the Duration of our relationship and the three-year period thereafter, upon reasonable advance written notice, but in no event less than 30 calendar days' notice, an independent reputable certified accounting firm appointed by You, will have the right to examine those records at any time during our normal business hours at the place where such records are normally maintained. You will have the right to audit your records only once a year.

Duration and Termination

5.1 The duration of our contractual relationship is initially undetermined. It shall begin when registering at the Platform and upon the explicit acceptance of these Terms of Use, and You or Us may elect to terminate the Service at any time by providing notice, in accordance with these Terms of Use, of thirty (30) days from the termination date.

In the event of termination, You must pay all outstanding amounts to Us in a maximum period of five (5) days from the notification date or We will transfer to you any positive balance, whichever is the case. Prior to requesting the termination, You must remove the Content from the DMSs using the "Takedown" functionality that is available to you within the Platform. Moreover, in the event of termination, You authorize Us suspend your account, block your access to your account and delete all the files and information uploaded by You to the Platform. The termination shall not affect the accrued rights and obligations of the parties at the date of termination.

5.2 Additionally, We may terminate our relationship and the Service:

a. in the event You breach any term or condition established by Us (here or in any other document accepted by You) and You fail to remedy such breach within two (2) days of the date of notice from Us;

b. in case the outstanding balance is not paid as per Section 4.7, We will have the right to terminate the relationship and cease the Service.

c. If You become the subject of any proceeding related to your liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within sixty (60) calendar days;

d. If You infringe our Intellectual Property Rights.

e. If You infringe our Anti-Fraud Policy.

f. In case you commit any unlawful activity using the Platform or the Service.

5.3 In all cases, all costs due for any Service provided by Us until the termination date, must be duly paid by You.

5.4 We will not be liable to You for damages of any kind because of the termination of our relationship in accordance with these Terms of Use. Our respective rights and obligations contained in sections that by their nature are intended to survive, will survive the termination of this relationship. Regardless the termination of the Service, You and We agree to maintain in force those contracts signed by Us with third parties before receiving the notification of termination in the event the contracts with such third parties would be still in force.

Intellectual Property Rights

6.1 Nothing contained herein shall be construed as granting or conferring any property rights in the Platform or any part thereof to You; therefore, We are not granting to You by means of this Terms of Use, the right to exploit our Intellectual Property (including but not limited to copyright, patent, trademarks, registered marks, trade secrets, and confidential and proprietary information relating thereto). All these rights are expressly reserved by Us and, as a consequence, We will retain all licensed or ownership rights to the Platform, our brands, technology, etc., together with any complete or partial copies thereof.

6.2 When You upload any of Your Content to our servers through the Platform, you are recognizing the following:

a. that We are authorized to administrate, directly or through third parties, Your Content (including the recordings, videos, compositions, artwork, etc.) through the Digital Music Services selected by You, in the entire world and during the duration of our relationship (including section 5.4);

- b. that You own and/or control all rights in and to the Your Content and/or have the full right and ability to upload Your Content and exploit it in the terms described herein;
- c. that Your Content does not infringe the copyrights or any other right, of any third party.
- d. that We are authorised during the Duration of the agreement, to grant to third parties synchronisation licences of Your Content for the entire world.

6.3 If any of Your Content use any kind of the so-called "copyleft license" and such content was created or developed by a person (including artists and producers) which is not associated to any Performing Right Organization (such as but not limited to SACEM in France, MCPS in UK, SGAE in Spain, GEMA in Germany, etc.) in any country of the world, upon the compliance of section 4.4 above, then You authorize Us to claim on their behalf, where appropriate, to the Performing Right Organization of each country, any royalties, levies, duties, etc. that Digital Music Services have paid in respect with such content.

6.4 You must indicate through the Platform the name of the record label (associated with the phonographic producer) for each release or phonogram that you intend to distribute in any country in the world using the platform (phonographic producer that is associated with any Collective Management Society (CMO), as for example SPP in France, PPL in the United Kingdom, AGEDI in Spain, CAPIF in Argentina, etc.). In contrast, if any of Your content is distributed using any "Public Label Name" available on the platform, you agree, in accordance with the provisions of section 4.4 above, with the following:

- a. You authorize and facilitates the transmission by you to us and the acquisition by us from you of the following rights: Reproduction Rights, Public Communication Rights, of your contents (sound recordings or music videos) distributed using the platform.
- b. You authorize us to claim in your name, as appropriate, to the Collective Management Society (CMO) of each country, any rights, charges, obligations, etc. that those have collected with respect to said content.

Fraud

7.1 We work very hard and invest extensive resources to avoid automated and fraudulent behaviors. For this reason, we have created a specific Anti-Fraud Policy, that is available in the "Legal" section of your account. When you accept these Terms of Use, you also acknowledge and accept our Anti-Fraud Policy and, therefore, You accept that, among other commitments, You will not, and will not authorize any third party to, directly or indirectly, generate automated, fraudulent, or otherwise invalid playback actions, especially in Digital Music Services.

7.2 In this Anti-Fraud Policy we have implemented a 3-strike policy; therefore, please, read carefully such policy as We will be very strict applying it.

Privacy

8.1 Our data protection policy is described in the Privacy Policy. The Privacy Policy is part of our relationship and, therefore, when you accept these Terms of Use, you are also acknowledging and accepting our Privacy Policy, which is available in the "Legal" section of your account.

Warranty. Limitation of Liability

9.1 We cannot warrant to You that the Platform and the Service will meet your requirements. Except as expressly provided in these Terms of Use, We provide the Services and the Platform "as is" and without warranty. We disclaim all other warranties, express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. The Platform cannot be tested in every possible operating environment, therefore We do not warrant that the functions contained in the Platform will meet your requirements, that operation of the Platform will be uninterrupted, or that the Platform is error free. Except as set forth herein and to the extent permitted by law, all other warranties, expressed or implied, statutory or otherwise, including, but not limited to, implied warranties of merchantability, quality, and fitness for a particular purpose are excluded on the part of Us. Neither Us nor any of our third-party suppliers or partners shall be liable for any injury, loss or damage, whether indirect, special, incidental or consequential nor for any lost profits, contracts, loss of data or programs, the cost of recovering such data, or incorrect, defective or faulty performance of Your Content.

9.2 You will assume all liability and defend, indemnify, and hold Us and any party, harmless for the use of the Platform and the Service.

9.3 Our liability under or in connection with the Platform and the Service (including damages) whether arising from negligence, breach of contract or otherwise shall be limited to the value of the fees paid by You to Us during the 12 months prior to the claim.

9.4 We shall not be liable for any loss of, whether arising directly or indirectly, (a) profits, (b) savings, (c) goodwill, (d) reputation, (e) revenue, (f) anticipated savings, (g) business or opportunity or (h) any other like pure economic loss; nor any special, indirect, consequential or incidental losses or damages of any kind or nature whatsoever regardless of whether in each case arising from breach of contract, warranty, tort, strict liability, negligence or otherwise, even if advised of the possibility of such loss or damage, or if such loss or damage could have been reasonably foreseen.

9.5 We respect the rights of others (including copyright, image and personality rights, etc.) and expect our clients to do the same. In compliance with the European Directive on Liability of Internet Service Providers, we will respond expeditiously to remove or disable access to material uploaded by users of the Platform and/or the Service that is claimed to infringe third parties' rights.

Miscellaneous

10.1 Non-assignment: You may not assign your account or any interest therein to any third party (including companies of your same group), without our express prior written consent.

10.2 Severability: If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force.

10.3 Promotion: We are not obliged to effectuate any online promotion and/or marketing of Your Content under these Terms of Use. However, We may offer complimentary promotional services which You may contract separately.

10.4 Notifications: Any notice that You or Us need to effectuate in connection with the development and performance of these Terms of Use shall be, whichever their object, by email at the addresses listed on your account on the Platform and, to Us, to any of the following means:

JustJoJo Entertainment Limited
Office 33, Old Courthouse, Orsett Road
RM17 5DD Essex (United Kingdom)
Email: distro@justjojoentertainment.com

10.5 Amendments: We may amend this Terms of Use, the Anti-Fraud Policy, the Privacy Policy or any other legal document from time to time, in which case the new terms will supersede prior versions. We will notify You not less than ten (10) days prior to the effective date of any such amendment and your continued use of the Service and/or the Platform following the effective date of any such amendment may be relied upon by Us as your consent to any such amendment. Our failure to enforce at any time any provision of these Terms of Use, the Anti-Fraud Policy or any other legal document does not constitute a waiver of that provision or of any other provision of our terms.

10.6 Confidentiality: In the event We provide any kind of information to you (including but not limited to statistics of the Platform, performance KPIs, marketing material, etc.) You agree to treat such information as confidential and in no event shall be utilized (for its benefits or for third parties), disclosed, transmitted to third parties or made public in any way by You without our prior written agreement.

10.7 Law and Jurisdiction: This Agreement shall be governed and construed in accordance with the laws of United Kingdom. When valid by law, any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be Essex (United Kingdom). The language to be used in the arbitral proceedings shall be English. However, if local regulations establish any kind of limitation based on the nature of the End User, any claims or law suits between the parties will be resolved by the Courts of the city of Essex (United Kingdom).

Anti-Fraud Policy

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Introduction

For the purpose of this Policy, the “End User” will be the person or legal entity that has entered into a contractual relationship with us, accepting the Terms of Service and providing content that will be made available on DMS (that is, “Digital Music Services”). “We” or “Us” are the providers of the service, .

The purpose of this policy is to provide:

- A clear definition of what we mean by “fraud”.
- A definitive statement take distance of fraudulent activity in all its forms.
- A summary to End Users of their responsibilities for avoiding fraudulent activities.
- Guidance to all parties involved as to action which should be taken when we, the DMS or any other third party suspect any fraudulent activity.
- Clear guidance as to responsibilities for conducting investigations into fraud related activities.
- Protection to rightsholders in circumstances where they may be victimised as a consequence of fraudulent activities.

This document is intended to provide guidance and should be read in conjunction with:

- The Terms of Use
- The Privacy Policy

Definitions

- **End User:** Is the person or legal entity that has entered into a contractual relationship with for the use of the platform.
- **User Account:** Accounts owned by end-users
- **Fraud:** the unauthorized exploitation of material protected by copyright (Copyright Infringement); the infringement of any law that regulates the ownership of legal right holders; the use of (modified) artist, band or label names or artwork which may create confusion or false expectations related to content which is served to consumers by DMS (i.e., Musical Spam); the use of automated digital bots or other means to “click” on payment-generating links pretending to be consumers (i.e., Click Fraud), producing unnatural and fraudulent incomes; the upload of distorted music also to generate revenues and other unauthorized activities which are in breach with the terms of Service or our the agreements we have with DMS.

Policy

Fraud in all its forms is wrong, and is unacceptable to us.

This is because where fraud occurs:

- It is not just a loss to us and the DMS, but ultimately to other content creators, damaging their copyrights, reputation or reducing the royalty pool which is made available by the DMS to content creators.
- It may have a major impact on our reputation, our contracts with DMS and therefore again on other End Users using our Services.

Our objective is to avoid and, if necessary, eliminate fraudulent usage of our Services. Any indications of fraud will be rigorously investigated and dealt with in a firm and controlled way.

- **What DMS are doing about it**

Most DMS use a mix of algorithms and humans to scan their catalog to avoid potential fraud or unauthorized use of their service. Once they have identified fraudulent streaming they take down the content and inform us about the case, reserving the right to withhold from future payments the amounts previously generated through suspicious activities.

- **What we are doing about it**

We are actively taking action in the following fields:

- We are automatically monitoring (historic) sales data to combine this with other information (i.e., artist profiles, End User information, social media, etc.), to detect possible irregular activity.
- Our entire back catalog and all new tracks are fingerprinted and matched against several databases to avoid multiple uploads of the same song, uploads of “white noise”, “empty songs”, upload of already copyrighted materials and, in general, any unauthorized activity.
- Our quality control (QC) processes are designed to track down the use of metadata that can be misleading, resulting in *Musical Spam* or any other unauthorized activity.

- **How we deal with suspected Fraud**

- In case we detect or have suspicions of any unauthorized activity (including *bot-generated streams*, *click fraud*, music spam, etc.) from a specific Account, we will require the corresponding End User to cease such activities and warn the End User via a 3-strike policy system, resulting in blocking of the End User account in case our warnings are ignored.
- Revenues in any Account that are received in connection with content that we believe, in our sole discretion, violate the Terms of Service, can be blocked and retained
- **Blocked accounts can only be unblocked following the strict protocol described below.**

- **The consequences of Fraudulent use of our Platform or Services**

- If an End User is deemed breaching the Terms Service, we will have the right to terminate the contractual relationship.
- Any amounts due to a End User from any DMS for any fraudulent or unauthorized use of the service may be recouped by withholding such amounts from future payments due to a End User
- To the extent any fraudulent and/or infringing activities are determined to be caused by the End User's' actions, any costs incurred by us or our providers (including legal fees and expenses) in connection therewith may, in addition to other remedies, be deducted by us from any future payments due to a End User.

Severity, Strike Policy and Blocking of Accounts

- **Severity**

Either during our QC process, the sales confirmation process or through notifications received from DMS, we may detect issues of possible fraudulent content or Accounts.

We divide these issues into 3 severity tiers:

- **F0:** Critical issues related to an End User Account
- **F1:** Issues related to Click Fraud
- **F2:** Issues related to Musical Spamming and Copyright issues

F0 and F1: Critical issues related to an End User Account, Issues related to Click Fraud

Once possible fraudulent content or Accounts are detected, a strike will be applied (see below) and the User Account may be blocked preventively in the following cases which we consider very severe:

F0: Applicable cases

- A User Account profile contains fake or incorrect information or unauthorized content that belongs to a third party
- Repeated, inconsistent IP activity versus declared country of origin on an Account.

F1: Applicable cases

- An Account contains releases from unknown artists which are generating a considerable number of streams or views and subsequently, revenues in a short period of time without a minimum fanbase (listeners or viewers) to support it.
- Any sudden uplift in sales without corresponding numbers in profile views or social media to support it.
- An account generating royalties without having any detailed customer information.

Unblocking an Account

In case an End User provides the information and/or needed documentation requested by our Quality Control team within 5 working days, and the information can be verified, the User Account will be unblocked.

F2: Issues related to Musical Spamming and Copyright issues

F2: Applicable cases

An Account receives a strike when one or more of the following problems are detected:

- A release contains misleading artist names or track titles, etc., to attract consumers to click.
- Whenever the impersonation of any artist, recording company, etc. is confirmed.
- A release contains copyrighted material from someone else who did not grant publishing permission to the User Account.
- We received a content infringement ticket from a DMS or from any PRO in relation to content that has been sent to DMS.
- We receive a direct infringement claim from the original Rightsholder or his or her representative.

In case we detect one or more of these issues in the content of an User Account, the End User will receive a ticket or notice, indicating we have detected potential infringing or unauthorized activity

• **Strike Policy**

In case we detect an F1 or F2 issue in an User Account, a strike is applied to the Account and the End User will receive a ticket or notice, indicating we have detected potential infringing or unauthorized activity and additional information from the End User may be required.

In case a strike is applied and the End User cannot or refuses to provide the requested information within 5 working days, or if infringing or unauthorized activity is confirmed, a Strike will be applied to the User Account, which will have the following consequences:

STRIKE 1:

- End User is informed.
- Takedown of questioned content.
- Warning of delay on 2nd strike and block on 3rd strike.

STRIKE 2:

- End User is informed.
- Takedown of questioned content.
- Warning that account is blocked on the third strike.

STRIKE 3:

- End User is informed.
- End User account is blocked.
- All End User content is taken down.
- Royalties will be kept in escrow for 5 years.

Once an End User has received three Strikes, we will block the End User's account.

• **Blocked account policy**

- In case an End User cannot, or refuses to provide the requested information and/or needed documentation within 5 working days, we may block and withhold revenues in any User Account that are received in connection with content that we believe, in our sole discretion, violate our Terms of Use or the agreements we have with DMS.
- We may discontinue the contractual relationship with the End User.
- The blocked Accounts will not be able to access the platform and, therefore, enjoy our services.
- If the End User does not provide any kind of response, all content from the involved Account may be taken down.
- The royalties corresponding to the infringing content are kept in escrow until a timeframe of maximum 5 years has passed.
- During these 5 years we will contact the claimants and determine what amounts should be returned to them, including incurred expenses or economic claims, penalties or compensations determined by law. Once this process has been concluded, and the 5 years period has passed, any maintaining funds will be released and transferred to the End User.

• **Unblocking an account**

In case an End User provides the requested information within 5 working days, and the information can be verified, the account can be unblocked.

We may request End Users to take the following steps in order to unblock the account:

- The End User information must be fully completed.
- The End User has to send us a copy of an identification document (passport or national ID).
- In most cases we also request artist profiles, website urls, , Twitter, Facebook, Instagram, etc., profile information from the artist in order to contrast this with the sales data. These profiles must have historical data to support the sales data.

Resolving a Strike

Once a Strike has been applied, we may request the End User to take the following steps in order to release the Strike and reduce the risk of blocking their Account and/or takedown of the uploaded tracks:

- Correcting the release metadata.
- In case there is doubt about the ownership of the uploaded tracks, the End User must provide proof of this, by sending us a license, contract or ownership certificate.
- Acquiring the applicable licenses

In case the provided information suffices, the Strike will be resolved. In case the information requirements are not met, the Strike will remain applied and will be added to the existing ones.

Withholding Royalties (“Escrow”) for blocked accounts:

- Revenues in any User Account that are received in connection with content that We believe, in our sole discretion, violate the Terms of Service may be blocked and withheld.
- The money is kept in escrow until a timeframe of maximum 5 years has passed.

The royalties will be held in escrow in order to be able to respond in the following situations:

- An End User proves his Account is not fraudulent and, therefore, royalties will be made available to the End User.
- A claim from DMS is received, asking for a refund of the royalties in case any DMS deems it was generated through unauthorized or fraudulent activity. Please note that DMS contractually have the right to reclaim royalties during a timeframe of 5 years, that is why we need to respect this period as well.
- A claim from legitimate rights holders is received, claiming the payout of the royalties that have been retained, plus royalties that already have been paid to End Users with claimed unauthorized or fraudulent activity.

Takedowns

We will initiate takedowns of confirmed infringing content for User Accounts and all content that is involved in F0, F1 or F2 issues.

However, please also note that any content may be marked as suspicious by DMS at their sole discretion and may be taken down at their discretion.

Privacy Policy's

Privacy Commitment

We ask for only the least amount of information necessary, gathering only what we believe is essential for doing business, or for the specific transaction at hand.

The goal of this policy is to make explicit the information we gather, how we will use it, and how we will not. This policy is unfortunately longer than we would like, but we must unambiguously address all the relevant cases. We will try and keep the language simple and direct as much as possible.

This Privacy Policy is divided into three parts:

Part I – Information collects and controls

This part deals with how collects and uses information about website visitors, potential customers, users of 's products and services, and others who contact through forms or email addresses published on or linked to our websites.

Part II – Information that processes on your behalf

This part deals with how handles data that you entrust to when you use our products and services, or when you share any personal or confidential information with us while requesting customer support.

Part III – General

This part deals with topics that are relevant to both Parts I and II, and other general topics such as 's security commitments and how we will inform you when we change this Privacy Policy.

Part I – Information collects and controls

What information collects

We collect information about you only if we need the information for some legitimate purpose. will have information about you only if (a) you have provided the information yourself, (b) has automatically collected the information, or (c) has obtained the information from a third party. Below we describe the various scenarios that fall under each of those three categories and the information collected in each one.

Information that you provide us

- i. Account signup : When you sign up for an account to access one or more of our services, you'll be required to use an email address and a password for creating the account. Once your account is created, you can also add information like your name, contact number, email address, company name, and country to complete your profile.
- ii. Payment processing : When you start to actively use your account, we ask you to provide your name, contact information, tax ID and credit card information or other payment account information. In all cases, your credit card information is stored and processed by the Payment Gateway Service Provider you choose, not by us. During the payment they inform you about their privacy and security policies, make sure you read them carefully.
- iii. Interactions with : We may record, analyze and use your interactions with us, including email, telephone, and chat conversations with our sales and customer support professionals, for improving our interactions with you and other customers.

Information that we collect automatically

- i. Information from browsers, devices and servers : When you visit our websites, we collect information that web browsers, mobile devices and servers make available, such as the internet protocol address, browser type, language preference, time zone, referring URL, date and time of access, operating system, mobile device manufacturer and mobile network information. We include these in our log files to understand more about visitors to our websites.
- ii. Information from first party cookies and tracking technologies : We use temporary and permanent cookies to identify users of our services and to enhance user experience. We may also use cookies, beacons, tags, scripts, and other similar technologies to identify visitors, track website navigation, gather demographic information about visitors and users, understand email campaign effectiveness and for targeted visitor and user engagement by tracking your activities on our websites. We use first-party and third-party cookies on our websites.

iii. Information from application logs and mobile analytics : We or our contractors may collect information about your use of our services from application logs and in-house usage analytics tools, and use it to understand how your business use and needs can improve our products. This information includes clicks, scrolls, features accessed, access time and frequency, errors generated, performance data, storage utilized, user settings and configurations, and devices used to access and their locations.

Information that we collect from third parties

i. Signups using OpenID authentication service providers : You can log in to Services using supported OpenID authentication service providers such as Soundcloud, Facebook and Google. These services will authenticate your identity and give you the option to share certain personal information with us, such as your name and email address.

Purposes for using information

In addition to the purposes mentioned above, we may use your information for the following purposes:

- To communicate with you (such as through email) about services that you have signed up for, changes to this Privacy Policy, changes to the Terms of Service, or important notices;
- To keep you posted on new products and services, upcoming events, offers, promotions and other information that we think will be of interest to you;
- To ask you to participate in surveys, or to solicit feedback on our products and services;
- To set up and maintain your account, and to do all other things required for providing our services, such as enabling collaboration, providing website and mail hosting, and backing up and restoring your data;
- To understand how users use our products and services, to monitor and prevent problems, and to improve our products and services;
- To provide customer support, and to analyze and improve our interactions with customers;
- To detect and prevent fraudulent transactions and other illegal activities, to report spam, and to protect the rights and interests of , 's users, third parties and the public;
- To update, expand and analyze our records, identify new customers, and provide products and services that may be of interest to you;
- To analyze trends, administer our websites, and track visitor navigations on our websites to understand what visitors are looking for and to better help them;
- To monitor and improve marketing campaigns and make suggestions relevant to the user.

Legal bases for collecting and using information

Legal processing bases applicable to : If you are an individual from the European Economic Area (EEA), our legal basis for information collection and use depends on the personal information concerned and the context in which we collect it. Most of our information collection and processing activities are typically based on (i) contractual necessity, (ii) one or more legitimate interests of or a third party that are not overridden by your data protection interests, or (iii) your consent. Sometimes, we may be legally required to collect your information, or may need your personal information to protect your vital interests or those of another person.

Withdrawal of consent : Where we rely on your consent as the legal basis, you have the right to withdraw your consent at any time, but this will not affect any processing that has already taken place.

Legitimate interests notice : Where we rely on legitimate interests as the legal basis and those legitimate interests are not specified above, we will clearly explain to you what those legitimate interests are at the time that we collect your information.

Your choice in information use

Opt out of non-essential electronic communications : You may opt out of receiving new sletters and other non-essential messages by using the 'unsubscribe' function included in all such messages. However, you will continue to receive notices and essential transactional emails.

Disable cookies : You can disable browser cookies before visiting our websites. However, if you do so, you may not be able to use certain features of the websites properly.

Optional information : You can choose not to provide optional profile information such as your photo. You can also delete or change your optional profile information.

Who we share your information with

We share your information only in the ways that are described in this Privacy Policy, and only with parties who adopt appropriate confidentiality and security measures.

Employees and independent contractors : Employees and independent contractors have access to the information covered in Part I on a need-to-know basis. We require all employees and independent contractors of group entities to follow this Privacy Policy for personal information that we share with them.

Third-party service providers : We may need to share your personal information and aggregated or de-identified information with third-party service providers that we engage, such as marketing and advertising partners, event organizers, web analytics providers and payment processors. These service providers are authorized to use your personal information only as necessary to provide these services to us.

Other cases : Other scenarios in which we may share the same information covered under Parts I and II are described in Part III.

Your rights with respect to information we hold about you as a controller

If you are in the European Economic Area (EEA), you have the following rights with respect to information that holds about you. undertakes to provide you the same rights no matter where you choose to live.

Right to access : You have the right to access (and obtain a copy of, if required) the categories of personal information that we hold about you, including the information's source, purpose and period of processing, and the persons to whom the information is shared

Right to rectification : You have the right to update the information we hold about you or to rectify any inaccuracies. Based on the purpose for which we use your information, you can instruct us to add supplemental information about you in our database.

Right to erasure : You have the right to request that we delete your personal information in certain circumstances, such as when it is no longer necessary for the purpose for which it was originally collected.

Right to restriction of processing : You may also have the right to request to restrict the use of your information in certain circumstances, such as when you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Right to data portability : You have the right to transfer your information to a third party in a structured, commonly used and machine-readable format, in circumstances where the information is processed with your consent or by automated means.

Right to object : You have the right to object to the use of your information in certain circumstances, such as the use of your personal information for direct marketing.

Right to complain : You have the right to complain to the appropriate supervisory authority if you have any grievance against the way we collect, use or share your information. This right may not be available to you if there is no supervisory authority dealing with data protection in your country.

Retention of information

We retain your personal information for as long as it is required for the purposes stated in this Privacy Policy. Sometimes, we may retain your information for longer periods as permitted or required by law, such as to maintain suppression lists, prevent abuse, if required in connection with a legal claim or proceeding, to enforce our agreements, for tax, accounting, or to comply with other legal obligations. When we no longer have a legitimate need to process your information, we will delete or anonymize your information from our active databases. We will also securely store the information and isolate it from further processing on backup discs until deletion is possible.

Part II – Information that independent contractors or providers process on our behalf

Information entrusted to independent contractors or providers and purpose

Information provided in connection with services : We may entrust your information to independent contractors or providers we use in connection with providing our services or for providing technical support for our services. The

data may either be stored on our servers when you use our services, or transferred or shared to us as part of the services provided.

Who we share service data with

Third party sub-processors : In order to provide services and technical support for our products, engages other third parties .

Employees and independent contractors : We may provide access to your service data to our employees and individuals who are independent contractors involved in providing the services (collectively our “employees”) so that they can (i) identify, analyze and resolve errors, (ii) manually verify emails reported as spam to improve spam detection, or (iii) manually verify scanned images that you submit to us to verify the identities of rightsholders of distributed content. We ensure that access by our employees to your service data is restricted to specific individuals, and is logged. Our employees will also have access to data that you knowingly share with us for technical support or to import data into our products or services. We communicate our privacy and security guidelines to our employees and strictly enforce privacy safeguards within .

Third-party integrations you have enabled : Most of our products and services support integrations with third-party products and services. Through these third-party integrations, you may be allowing the third party to access your service information and personal information about you. We encourage you to review the privacy practices of the third-party services and products before you enable integrations with them.

Other cases : Other scenarios in which we may share information that are common to information covered under Parts I and II are described in Part III.

Retention of information

We hold the data in your account as long as you choose to use Services. Once you terminate your user account, your data will eventually get deleted from active database during the next clean-up that occurs once in 6 months. The data deleted from active database will be deleted from backups after 3 months.

Data subject requests

If you are from the European Economic Area and you believe that we store, use or process your information on behalf of one of our customers, please contact us if you would like to access, rectify, erase, restrict or object to processing, or export your personal data.

Part III – General

Children’s personal information

Our products and services are not directed to individuals under 16. does not knowingly collect personal information from children who are under 16 years of age. If we become aware that a child under 16 has provided us with personal information, we will take steps to delete such information. If you believe that a child under 16 years has provided personal information to us, please write to us with the details, and we will take the necessary steps to delete the information we hold about that child.

How secure is your information

At , we take data security very seriously. We have taken steps to implement appropriate administrative, technical & physical safeguards to prevent unauthorized access, use, modification, disclosure or destruction of the information you entrust to us.

Disclosures in compliance with legal obligations

We may be required by law to preserve or disclose your personal information and service data to comply with any applicable law, regulation, legal process or governmental request, including to meet national security requirements.

Enforcement of our rights

We may disclose personal information and service data to a third party if we believe that such disclosure is necessary for preventing fraud, investigating any suspected illegal activity, enforcing our agreements or policies, or protecting the safety of our users.

Business Transfers

In the event that we sell our business or get acquired or merged, we will ensure that the acquiring entity is legally bound to honor our commitments to you. We will notify you via email or through a prominent notice on our

website of any change in ownership or in the uses of your personal information and service data. We will also notify you about any choices you may have regarding your personal information and service data.

Compliance with this Privacy Policy

We make every effort, including periodic reviews, to ensure that personal information you provide is used in conformity with this Privacy Policy. If you have any concerns about our adherence to this Privacy Policy or the manner in which your personal information is used, kindly write to us. We'll contact you, and if required, coordinate with the appropriate regulatory authorities to effectively address your concerns.

Notification of changes

We may modify the Privacy Policy at any time, upon notifying you through a service announcement or by sending an email to your primary email address. If we make significant changes to the Privacy Policy that affect your rights, you will be provided with at least 30 days' advance notice of the changes by email to your primary email address. If you think that the updated Privacy Policy affects your rights with respect to your use of our products or services, you may terminate your use by sending us an email within 30 days. Your continued use after the effective date of changes to the Privacy Policy will be deemed to be your agreement to the modified Privacy Policy. You will not receive email notification of minor changes to the Privacy Policy.

Our contact information:

RM17 5DD Essex (United Kingdom)

Email: distro@justjoentertainment.com