

# Desktop App & Website: Terms of Service

## Terms of Service - Recordless

By signing up and subscribing to the Recordless platform ("Recordless"), you are agreeing to be bound by these terms of service ("Terms"), all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. These Terms of Use govern your use of recordless.app (the "Website"), our mobile and desktop apps (our "Apps") and all related players, widgets, tools, features, applications, data, software, APIs (the "Services"). If you do not agree with any of the provisions set out in these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trademark law.

We reserve the right to change, alter, replace or otherwise modify these Terms of Use at any time, for example to address legal or regulatory changes or changes to features or functionality made available through the Platform, at our discretion.

## Description of Service

Recordless is a platform that provides users with access to a diverse range of music discovery and promotion tools, designed for individuals and entities involved in creating, curating, and promoting music now known or hereafter developed (the "Service"). You also understand and agree that the Service may include advertisements, and that these advertisements are necessary for Recordless to provide the Service. The Service may also include certain communications from Recordless, such as service announcements, user messages, administrative messages, and your personal Recordless profile updates, and these communications are considered part of Recordless membership, with no option to opt out of receiving them. Unless explicitly stated otherwise, any new features that may augment or enhance the current Service, including the release of new Recordless properties, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS," and Recordless assumes no responsibility for the timeliness, deletion, or failure to store any user communications or personalization settings.

We may, from time to time, release new tools and resources on the Website, release new versions of our Apps, or introduce other services and/or features for the Platform. Any new services and features will be subject to these Terms of Use as well as any additional terms and conditions that we may release for those specific services or features.

The Recordless Studio Desktop Application is provided as a not-for-profit preview. Users are advised that this service is for preview purposes only and should not be widely spread, distributed, or used for commercial purposes. Recordless reserves the right to terminate or modify the service at its discretion.

### **Your Registration Obligations**

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to provide true, accurate, current, and complete information about yourself as prompted by the Service's registration form (the "Registration Data"). You must maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, Recordless has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). Additionally, you must respect the rights of third-party creators and content owners.

### **Free Services**

Recordless may make Free Services available to you. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to you without charge up to certain limits set forth by Recordless and subject to change without notice. You agree that Recordless, in its sole discretion and for any or no reason, may terminate access to the Free Services or any part thereof. You agree that any termination of access to the Free Services may be without prior notice, and Customer agrees that Recordless will not be liable to you or any third party for such termination.

### **Subscribing to the Service**

You will pay subscription fees specified in Price Packages offered online. Except as otherwise specified herein, (i) subscription fees are based on Services and Content

subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable, and fees paid are non-refundable, (iii) quantities purchased cannot be decreased during the relevant subscription term. You will provide Recordless with accurate billing and contact information. If the Order Form specifies that payment will be by a method other than a credit card, Recordless will invoice you in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Recordless and notifying Recordless of any changes to such information.

### **User Responsibility for Music Usage**

By using the Recordless Website, Apps, and Services, you agree that you are solely responsible for obtaining all necessary permissions and licenses for the use of music within the application. Recordless does not provide any music licensing or permissions and assumes no liability for any unauthorized use of copyrighted music.

### **Conduct**

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials (“Content”), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Recordless, are entirely responsible for all Content that you upload, post, email, transmit, or otherwise make available via the Service. Recordless does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity, or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent, or objectionable. Under no circumstances will Recordless be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via the Service.

You agree to not use the Service to:

1. Upload, post, email, transmit, or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable.
2. Harm minors in any way.

3. Impersonate any person or entity, including, but not limited to, a Recordless official, forum leader, guide, or host, or falsely state or otherwise misrepresent your affiliation with a person or entity.
4. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service.
5. Upload, post, email, transmit, or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
6. Upload, post, email, transmit, or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights (“Rights”) of any party.
7. Upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation.
8. Upload, post, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
9. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service.
10. Intentionally or unintentionally violate any applicable local, state, national, or international law.

### **Termination**

You agree that Recordless may, under certain circumstances and without prior notice, immediately terminate your Recordless account, any associated email address, and access to the Service. Cause for such termination shall include, but not be limited to:

1. Breaches or violations of the TOS or other incorporated agreements or guidelines.
2. Requests by law enforcement or other government agencies.

3. A request by you (self-initiated account deletions).
4. Discontinuance or material modification to the Service (or any part thereof).
5. Unexpected technical or security issues or problems.
6. Extended periods of inactivity.
7. Engagement by you in fraudulent or illegal activities.
8. Nonpayment of any fees owed by you in connection with the Services. Termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your Account.

### **General Practices Regarding Use and Storage**

You acknowledge that Recordless may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other Content will be retained by the Service and the maximum storage space that will be allotted on Recordless's servers on your behalf. You agree that Recordless has no responsibility or liability for the deletion or failure to store any data or other Content maintained or uploaded by the Service. You acknowledge that Recordless reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Recordless reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

### **Additional Rights**

You agree to the following additional rights:

1. Recordless has the right to display your profile and such other information you may provide as part of your account in accordance with your preferences set in your account.
2. Recordless reserves the right to refuse service to anyone for any reason at any time.
3. Recordless may, but has no obligation to, remove Content and accounts containing Content that we determine, in our sole discretion, violates these TOS.
4. Recordless may, but has no obligation to, at any time and without prior notice, remove or disable access to any Content that, in Recordless's sole discretion, is objectionable for any reason or in violation of these TOS.

5. You are responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Recordless of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Recordless cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

### **Content Submitted or Made Available for Inclusion on the Service**

Recordless does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant Recordless a worldwide, royalty-free, and non-exclusive license to reproduce, modify, adapt, and publish such Content on the Service solely for the purpose of displaying, distributing, and promoting the specific Recordless properties to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or Recordless removes such Content from the Service.

### **Indemnification**

You agree to indemnify and hold Recordless, its parents, subsidiaries, affiliates, officers, and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the Service. Recordless reserves the right to take over the exclusive defense and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations.

### **Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RECORDLESS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
2. RECORDLESS MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RECORDLESS OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT RECORDLESS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF RECORDLESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

1. THE USE OR THE INABILITY TO USE THE SERVICE.
2. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE.
3. UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA.
4. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE.
5. TERMINATION OF THE SERVICE.
6. ANY OTHER MATTER RELATING TO THE SERVICE.

## **Exclusions and Limitations**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 11 AND 12 MAY NOT APPLY TO YOU.

## **Special Admonition for Services Relating to Financial Matters**

If you intend to create or join any service, receive or request any news, messages, alerts, or other information from the Service concerning companies, stock quotes, investments, or securities, please read the above Sections 11 and 12 again. They go doubly for you. In addition, for this type of information, the phrase “Let the investor beware” is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. Recordless and its licensors shall not be responsible or liable for the accuracy, usefulness, or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions based on such information.

## **Disclaimer of Warranty**

The Recordless Website, Apps, and Services are provided 'as is' and 'as available' without any warranties, express or implied. To the fullest extent permitted by applicable law, Recordless disclaims all warranties, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **No Third-Party Beneficiaries**

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

## **Notice**

Recordless may provide you with notices, including those regarding changes to the TOS, by email, regular mail, or postings on the Service.

## **Trademarks**

The trademarks and service marks of Recordless, including the Recordless logo, are owned by Recordless. Any other trademarks, service marks, logos, and/or trade names appearing on the Service are the property of their respective owners. You may not copy or use any of these marks, logos, or trade names without the express prior written consent of the owner.



## **General Information**

The TOS constitute the entire agreement between you and Recordless and govern your use of the Service, superseding any prior agreements between you and Recordless. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content, or third-party software. The TOS and the relationship between you and Recordless shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and Recordless agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Fulton County, Georgia. The failure of Recordless to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute of law or regulation to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual effect.

## **Violations**

Please report any violations of the TOS to our customer support team.

**Please read these Terms of Use ("Agreement" or "Terms of Use") carefully before using the services offered by Recordless ("Company," "we," "us," or "our"). This agreement sets forth the legally binding terms and conditions for your use of recordless.app (the "Website"), our mobile and desktop apps (our "Apps") and all related players, widgets, tools, features, applications, data, software, APIs (the "Services"). By using the Site, Apps or Services in any manner, including but not limited to visiting or browsing the Site, you agree to be bound by these Terms of Use. These Terms of Use apply to all users of the Site, Apps or Services, including users who are also contributors of content, information, and other materials or services on the Site.**

## **Questions/Contact Information**

If you have any questions about these Terms of Service, please contact us at:  
Recordless, InKibra, Inc. Georgia, USA. Email: [contact@recordless.com](mailto:contact@recordless.com)

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