

Usage Terms of our Recording Distribution Service, Publishing Administration Service, & Privacy Policy

Updated May 18, 2024

TERMS OF RECORDING DISTRIBUTION SERVICE:

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, Good Morning Music, Good Morning, We or Us) and are effective upon the registration on the platform, available at <https://gmmusic.xyz> (hereinafter, the Platform).

Formally, the provider of the service and responsible of the Platform is Good Morning Music, which is a Corporation constituted and existing under the laws of United States, with legal address in 2417 N Bank Dr., Boise, ID 83705 (United States), and registered in the state of Delaware. Our contact information can be found in the "Contact" Tab section in your account.

Good Morning Music services shall be provided in accordance with:

- The Terms of Use set forth in this document.
- The Privacy Policy made available to You in the Legal Section of your Account.

Please, provide and fill out all the information required in the " Profile" section, under “Account” 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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1. 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 Service Provider.

“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 Service Provider”: 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 “DSP”, 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.gmmusic.xyz> 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 Service Providers (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 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 Service Providers.
- Selection of the channels, territories, and Digital Service Providers 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 Service Providers. •Updating of distributed works in Digital Service Providers.
- Takedown of content.
- Assigning codes (ISRC, UPC, ISWC).
- Accessing sales and usage reports of the End User Content in the Digital Service Providers.
- 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 Service Providers 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 Service Provider, You can't make the same content available in the same Digital Service Provider 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 use the Platform to upload content not owned by You or for which You do not have an explicit license to commercially exploit.

f. Not to reproduce the Platform, in whole or in part, for any purposes;

g. 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;

h. Not to transfer the Platform to any third party;

i. 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;

j. 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 Service Providers 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 Membership and Services contracted, which can be found at any time in the "My Account" section of your Account. Additionally, You will receive the percentage of the net income (deducting expenses and taxes) aligned with your Membership which We receive from Digital Service Providers from the exploitation of Your Content. If applicable, You authorize Us to deduct any sales commission percentage from the net incomes received by Us from Digital Service Providers. The above mentioned Service fees, sales commission percentage and the minimum payment threshold for You are listed in the Platform, in the "My Account" section.

4.2 All payments and associated claims:

(i) will be made through the corresponding "Balance" section in the "Sales" 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 Service Provider 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 DSPs 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 Service Providers 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 authorized during the Duration of the agreement, to grant to third parties synchronization licenses 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 Service Providers 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 SCPP 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 Service Providers.

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

8.1 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 noninfringement, 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.

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

8.3 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

9.1 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.

9.2 Separability: 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.

9.3 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.

9.4 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: gm@gmmusic.xyz | Good Morning Music 2417 N Bank Dr., Boise, ID 83705

9.5 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.

9.6 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.

9.7 Law and Jurisdiction: This Agreement shall be governed and construed in accordance with the laws of United States. 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 Boise, Idaho (United States). 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 lawsuits between the parties will be resolved by the Courts of the city of Boise (United States).

TERMS OF PUBLISHING ADMINISTRATION SERVICE

You and Good Morning Music (“Good Morning” or “us”) agree that your access to and use of the Site and Services (as defined below) is subject to your agreement to the terms and conditions listed below, which, together with the general terms of service for the Good Morning website (located here) and our privacy policy (located here) (which outlines our practices towards handling any personal information you may provide to us) will become a binding agreement between you and Good Morning (the “agreement”). Good Morning is willing to allow you access to the Site and is willing to perform the requested services (the “Services”) only upon the condition that you accept all of the terms of this agreement. Please read the agreement carefully, including the Definitions section at the end. After reading the agreement, if you agree and wish to create an account with us to use the Services (each, an “Account”), please indicate your decision by clicking on "Create your Account". If you do not agree to all the terms and conditions of this agreement, do not register to use the Services.

You understand and acknowledge that such explanations alone are not binding, and by registering for the Services and/or creating an Account you understand that you are agreeing to the entirety of the agreement.

If you are using the Site, entering into this agreement for the Services, registering and creating an Account and/or providing information to us on behalf of one or more other writers, a group, or a music publisher/administrator or other entity, then you represent and warrant to us that you are duly authorized to do so on behalf of the applicable people or entities and to bind them to this agreement. As used herein, the term “you” includes all such people and entities.

GRANT OF RIGHTS

During the Term and Exploitation Period (as applicable), you hereby grant to Good Morning, its successors, licensees and assigns, the sole and exclusive rights of administration, promotion and collection throughout the Territory with respect to one hundred percent (100%) of all of your right, title and interest (“Your Interest”) in and to the musical compositions you submit to Good Morning via the Site (“Compositions”), except for (i) Traditional Sync Licensing, which rights are retained by you (see detail below), and (ii) any other Services from which you expressly opt-out as permitted via your Account (sub-clauses (i) and (ii) are referred to collectively as the “Exclusions”). Except as provided in the preceding sentence, the rights you grant to Good Morning include, without limitation, the following sole and exclusive rights, licenses, privileges and authority throughout the Territory with respect to Your Interest in and to all Compositions, whether now in existence or whether created during the Term, as follows:

1. To register Your Interest in the Compositions, if you have not already done so, at your request and on your behalf, with the relevant performance rights organizations (e.g., ASCAP or BMI) and other licensing agencies (e.g., The Harry Fox Agency, Mechanical Licensing Collective) in accordance with their then current rules, terms and conditions. If you are already affiliated or registered, we will provide for your signature one or more letters of direction to enable us to administer your account with such society or agency on your behalf during the Term and Exploitation Period. For the avoidance of doubt, we will not be able to start collecting Net Sums on your behalf unless and until the Registration is accurately completed, including, without limitation, acceptance of the registration of Your Interest in the Compositions by all relevant performance rights organizations and other licensing agencies.

2. To perform and license others to perform Your Interest in the Compositions (including, without limitation, publicly or privately, for profit or otherwise, by means of public or private performance, radio broadcast, television, Internet, mobile telecom, or by any other means or media, whether now known or hereafter conceived or developed, including, without limitation, the right to grant so-called “direct” performance licenses (including the writer’s share of performance).

3. At your request or with your permission, to substitute new titles for any of the Compositions, and to make any arrangement, adaptation, translation, dramatization or transposition of any of the Compositions or of the titles, lyrics or music thereof, in whole or in part, and in connection with any other musical, literary or dramatic material, and to add new lyrics to the music of any Composition or new music to the lyrics of any Composition, and to prepare derivative works based on the Compositions, regardless of any so-called "moral rights".

4. To make or cause to be made, and to license others to make phonograph records, master recordings, digital downloads (including so-called limited, conditional or “tethered” downloads), streams (on an interactive or non-interactive basis), podcasts, ringtones, transcriptions, soundtracks, pressings and any other mechanical, physical, digital or other reproductions of the Compositions, in whole or in part, including without limitation, the right to grant licenses to third parties authorizing so-called "sampling" and/or interpolation of the Compositions, and to use, manufacture, advertise, license, sell, or otherwise exploit such reproductions for any and all purposes and any and all media, including, without limitation, private and public performances, radio broadcast, television, sound motion pictures, wired radio, phonograph records, streaming services, karaoke services, jukebox services, background music services and any and all other means and devices, whether now known or hereafter conceived or developed.

5. To grant, administer and collect under so-called blanket audio-visual licenses, including “micro sync” licenses as that term is understood in the U.S. music publishing industry, and blanket audio-only licenses (collectively, “Blanket Licenses”). Blanket Licenses include, by way of example and not limitation, licenses for use of Compositions (or portions thereof, including lyrics or metadata) in videos, “art tracks,” on-site advertising and other audio-visual content on social media platforms, within user-generated videos, slideshows, presentations and similar multimedia projects, in software apps or digital environments and/or experiences, and on video sites and services such as YouTube, TikTok, Snapchat, Facebook, Instagram, as well as digital fitness programs and Web3 platforms. Good Morning’s rights with respect to Blanket Licenses also include, without limitation, the rights to synchronize the Compositions in timed relation with audiovisual content available on such services and to create derivative works of the Compositions through features made available by such platforms. Unless you affirmatively opt-out of our Services with respect to YouTube through your Account (which such opt-out may be available on a songwriter-by-songwriter basis), Good Morning’s rights include the right to license your Compositions on

YouTube and to identify, “claim” and “monetize” videos on the platform containing your Compositions by allowing the display of advertising, although you will be able to review those videos by logging into your Account and it will be your responsibility to review those videos and confirm that they do, in fact, contain your Compositions. If you are a YouTube “partner” and provide us with accurate details identifying your YouTube channel, then subject to the rest of these terms, we will “allowlist” and not monetize your channel.

6. To print, publish, sell and multiply, and to authorize others to print, publish, sell and multiply, copies of the Compositions, in all forms, including, without limitation, sheet music, orchestrations, arrangements and other editions of the Compositions, separately or together with other musical Compositions,

including, without limitation, in song folios, compilations, song books, mixed folios, personality folios and lyric magazines, with or without music.

7. To reproduce, modify, display, encode, integrate or otherwise exploit the credit data and metadata associated with the Compositions.

8. To sublicense any or all of the rights granted herein to any persons or entities, subject to any approvals or restrictions contained herein.

9. Except for the Exclusions, to exercise and exploit during the Term and Exploitation Period, exclusively, any and all other rights now or hereafter existing with regard to Your Interest in any and all Compositions under and by virtue of any common law or statutory laws or provisions, including without limitation, copyright laws, including so-called grand rights and small performance rights.

10. The right, but not the obligation, to prosecute, defend and settle all claims and actions with respect to the Compositions, and generally to do all things necessary concerning the same and the copyrights or other rights with respect to the Compositions; provided, however, Good Morning shall not settle claims without your consent (other than as provided in paragraph 12 of this section). In the event of a recovery by Good Morning or you of any monies as a result of a judgment or settlement, such monies shall be divided between you and Good Morning as same is provided in the "PAYMENTS" section below, after first deducting the out-of-pocket expenses incurred by Good Morning of obtaining said monies, including reasonable legal fees and expenses. You shall have the right to provide counsel for yourself, to assist in or assume the prosecution or defense of any such matter, but at your own expense.

11. The right, but not the obligation, to enter into blanket, group or class suits and settlements (e.g., NMPA settlements) for the recovery of royalties presented and endorsed by advocacy groups on your behalf and in connection with the Compositions, without your prior consent. Monetary recoveries from such settlements shall be allocated by Good Morning in its sole, reasonable business discretion, after first deducting Good Morning's related industry dues and any out-of-pocket expenses incurred by Good Morning of obtaining said monies, including reasonable legal fees and expenses.

12. To administer and collect all monies derived from the exploitation of the Compositions during the Term and Exploitation Period throughout the Territory (except for the Exclusions). After the Term and Exploitation Period, we shall continue to have the right to collect all income payable in respect of exploitations of the Compositions that was earned during or before the Term and/or Exploitation Period. If we receive monies that were earned after the applicable Exploitation Period for a particular Composition(s) from a third party collection society, licensee or other entity due to their acts or omissions or your failure to notify the relevant third party of the expiration of this agreement, or if we receive, on your behalf, during or after the Term, monies from a third party collection society, license or other entity earned by you in connection with musical works other than the Compositions as a result of your failure to properly register such musical works, inaction with respect to such musical works, mistake or any other reason, you acknowledge that our receipt thereof will not be a violation of this agreement, and we will remit Your Share of any such Net Sums to you as and when we would otherwise have accounted to you if the agreement was still in effect or otherwise in accordance with this agreement.

13. At your request or with your permission, to use the names (real and professional), approved biographical information and approved likenesses of the writers and publishers/administrators of the Compositions (including but not limited to you) solely in connection with the marketing and/or promotion of the Site, our Services and the Compositions delivered hereunder.

You acknowledge that the term of individual licenses may extend beyond the Term and/or Territory hereof and you authorize Good Morning to enter into such licenses on your behalf.

TRADITIONAL SYNC LICENSES

You retain the right to negotiate and grant synchronization licenses on whatever terms you establish for the use of your Compositions via “traditional” means, as that term is understood in the U.S. music publishing industry, such as one-off licenses for use in films, television productions, commercials, and video games, excluding uses under Blanket Licenses (collectively, “Traditional Sync Licenses”). Any such Traditional Sync Licenses will be between you and your licensees. You also retain the right to collect the license fees from such Traditional Sync Licenses. Any Traditional Sync License requests (“Sync License Request(s)”) received by Good Morning on your behalf will be promptly forwarded to you via the contact information provided in your Account. Following your receipt of a Request, you may request that Good Morning provide non-exclusive Traditional Sync License administration services with respect to Your Interest in the Composition referenced in such Request. Good Morning shall have the right, but not obligation, to accept your request for such services and you will engage Good Morning for such services on the terms specified below. If you engage Good Morning to handle a Request, and Good Morning agrees to handle same (in Good Morning’s discretion), such Request will be deemed approved by you and Good Morning will negotiate and enter into an agreement on your behalf with respect to such Request, and such agreement will provide that payment with respect to any license fees will be paid directly to Good Morning on your behalf. Good Morning will pay to you Your Share of Net Sums received from such license agreements in accordance with the “PAYMENTS” section below. Notwithstanding the expiration or earlier termination of the Term or Exploitation Period, Good Morning’s rights to receive payment in connection with a licenses in accordance with this paragraph will continue with respect to all requested and approved licenses issued by Good Morning prior to such expiration or earlier termination of the Term or Exploitation Period.

APPROVALS

Wherever your approval or consent is required pursuant to this agreement, the relevant use shall be deemed to have been approved in the event you fail to respond to a request within ten (10) business days of the date of such request.

YOUR ACCOUNT

1. You will be asked as part of Registration to select a unique user name and password for your Account and to provide Good Morning with accurate, complete registration information to obtain access to the Services, which may include, without limitation, a valid email address, name, age, postal address, phone number, photo identification, social security number, other tax ID number or other payment details. You will also be required to provide a tax form, verified by Good Morning and/or its third party payment processor(s), as well as provide an update of same, and any other information provided, as reasonably requested by Good Morning. Failure to provide any of the foregoing (or any requested updates) may result in a delay in payment or cancellation of your Account. You will be solely responsible for any and all activity transacted and charges incurred through your Account, so please ensure that you keep your user name, password and other Account information confidential and safe.

2. If at any time your registration information changes or if you learn or suspect that your password has been used or obtained by a person not authorized to use it, please notify Good Morning immediately through the following link: <https://www.Good Morning.com/contact-support>. Any materials (physical or digital) submitted to Good Morning will not be returned.

3. You may not assign or transfer your account, rights, obligations, or interest under this agreement to anyone else unless otherwise agreed in writing by Good Morning. Any assignment, encumbrance or other transfer of Your Interest in any Composition(s) will remain subject to this agreement during the Term and Exploitation Period. A purported assignment, encumbrance or other transfer not in accordance with this paragraph will be void and without effect ab initio.

SUBMITTING COMPOSITIONS

Following Registration, you may submit as many Compositions as you wish for Good Morning to administer pursuant to the Services and this agreement. When submitting Compositions, we may require that you provide ISWCs, ISRCs or other identifying codes as well as your percentage copyright interest which makes up Your Interest of each Composition. At Good Morning's request, you shall execute and deliver to Good Morning any necessary documents regarding the rights granted to Good Morning in the Compositions, and if you fail to do so within ten (10) business days following Good Morning's request thereof, Good Morning may sign such documents on your behalf or cancel your Account (in Good Morning's discretion).

Good Morning reserves the right to decline to administer (or to revoke administration of) any of the Compositions or other content you provide to us as part of the Services, for any reason, including without limitation, if such Compositions or other content is (i) deemed objectionable, (ii) violates this agreement in any way or the terms and conditions of any of our third party licensees, (iii) a Non-Qualified Work, (iv) infringing on the rights of a third party or is fraudulent (or if we have reason to believe that it is infringing or fraudulent, e.g., by way of a third party claim), or (v) for any reason in our business judgment.

PAYMENTS

Good Morning shall pay you Your Share of "Net Sums," which, as used herein, shall mean all monies actually received by Good Morning in the United States which are directly attributable to the exploitation of Your Interest in the Compositions, less all actual, reasonable, non-overhead costs paid or incurred by Good Morning solely in connection with the exploitation of the Compositions and the collection of income, including, without limitation, any taxes required to be deducted, and payments to licensees outside the United States, if applicable (monies received by or credited to Good Morning directly attributable to exploitation of the Compositions in the United States shall be calculated "at source"). Good Morning shall retain the remaining Net Sums for its own account as its administration fee.

In the event that Good Morning has, in its reasonable business judgment, reason to suspect that your Account has been subjected to and/or involved in fraudulent, infringing, illegal or other activities in violation of this agreement, including, without limitation, submission of Non-Qualified Works for administration hereunder (collectively, "Fraudulent Activities"), in no way limiting Good Morning's rights and remedies hereunder or otherwise at law or in equity, Good Morning reserves the right to discontinue posting of Net Sums to your account and to block your ability to otherwise withdraw funds therefrom, until satisfactory resolution and/or explanation of the suspect activities is obtained in Good Morning's discretion. To the extent that we identify or are notified about any Fraudulent Activities in relation to the Compositions, you agree that: (i) such Net Sums shall be forfeited by you, and (ii) any costs incurred by Good Morning (including, without limitation, amounts repaid to third party licensees and society and legal fees and costs) in connection therewith may, in addition to its other remedies, be deducted by Good Morning from any monies otherwise payable to you hereunder. Certain of Good Morning's licensees may also have policies related to suspected or actual Fraudulent Activities and you agree that such policies shall be binding upon you hereunder.

ACCOUNTING

While you will have daily access to your interim account information via your Account, formal accountings as to Net Sums payable by Good Morning to you hereunder shall be made to you via your Account on or before the first day of April for the period ending the preceding December 31st, and on or before the first day of July for the period ending March 31st, and on or before the first day of October for the period ending the preceding June 30th and on or before the first day of January for the period ending the preceding September 30th, together with payment of accrued Net Sums, if any, earned by you during such quarterly period. If the total Net Sums payable to you for any period do not exceed Twenty-Five U.S. Dollars (\$25), then we may carry payment forward to the next accounting period in which the Net Sums payable to you exceed such sum. All statements and all other accountings rendered by Good Morning to you shall be binding upon you and not subject to any objection for any reason unless specific objection in writing, stating the basis thereof is given to Good Morning within one (1) year from the date rendered. Statements and payments shall be sent in accordance with the relevant instructions in the Registration. No generalized objection (such as, but not limited to, a generalized claim of over-reporting of deductions or underreporting of income or any similar generalization) shall be deemed a valid objection.

CANCELLATION

The Term and your enrollment in the Service will continue until you send a cancellation request at artists@gmmusic.xyz. Cancellation shall be effective at the end of the calendar quarter in which we receive such cancellation notice, subject to our post-Term Exploitation Period, post-Term and post-Exploitation Period collection rights and the rules and regulations of the relevant performance, licensing and other collection rights organizations. If you fail, or Good Morning suspects that you have failed, to comply with any of the provisions of this agreement, Good Morning, at its sole discretion, without notice to you may terminate this agreement and/or your Account, in which case you will remain liable for all amounts due under your Account up to and including the date of termination. We may also terminate the Term if we no longer provide the Services or for any other reason.

CHANGES

Good Morning reserves the right at any time to modify this agreement and to impose new or additional terms or conditions on your use of the Service. We will inform you of any proposed modifications (e.g., by e-mail or through your account page on the Site) and you may terminate the Term of this agreement if you do not wish to accept them. Otherwise, such modifications and additional terms and conditions will be deemed accepted and incorporated into this agreement.

WARRANTIES AND INDEMNIFICATION.

You hereby warrant and represent to Good Morning as follows:

1. You are at least eighteen (18) years of age and, if you are entering into this agreement on your own behalf as a songwriter, are not currently signed to an exclusive songwriter, co-publishing, administration or other agreement regarding Your Interest in any Compositions or your songwriting services.
2. All Registration information and other information you submit to Good Morning is and will remain truthful and accurate. You will notify us promptly if any information changes or needs to be updated. In the event we are put on notice with respect to a discrepancy or any inaccuracy with respect to information provided in the Registration, we shall have the right to suspend payments generated in connection with

the Compositions in question until the discrepancy or inaccuracy is resolved to our reasonable satisfaction, without limitation of our indemnity rights as set forth below.

3. You have and shall continue to have the full right, capacity, power and authority to enter into and fully perform this agreement. Without limiting the foregoing, no consent of any third party is required, nor shall it be required, in order to effectuate the grant of rights made to Good Morning under this agreement, or Good Morning's enjoyment of such rights and the proceeds thereof as contemplated hereunder.

4. Neither the music, title, lyrics or other material comprising the Compositions nor any part thereof is or shall be a copy of any other copyrighted work, or infringes or shall infringe upon any statutory or common law rights of any third party; or violates or shall violate any statutory or common law. Without limiting the foregoing, no Composition embodies a "sample," "interpolation," arrangement, or other portion of a musical composition owned or controlled by a third party.

5. The Compositions are and shall be free from any adverse claims, liens or encumbrances of any kind by any person or entity.

6. None of the Compositions submitted hereunder are Non-Qualified Works.

7. Good Morning shall not be required to make any payments of any nature for, or in connection with, the exploitation of the Compositions (including, without limitation, to any co-writers of the Compositions) except as specifically set forth herein. All co-writers, licensors, income participants and other third parties to whom you are obligated to pay a portion of the income from the Compositions, if any, shall look solely to you for any such payments.

8. You will not abuse, interfere or attempt to interfere with the proper working of the Site or our Services or any transaction conducted on Site and will not take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure.

9. You have had the opportunity to consult with independent legal counsel in connection with this agreement.

10. You shall at all times defend, indemnify and hold harmless Good Morning and its affiliates and their respective members, employees, affiliates, attorneys, representatives, agents, licensees and distributors (collectively, the "Other Indemnitees") from and against any and all demands and/or claims by third parties and resulting damages, liabilities, losses, costs and expenses, including actual out-of-pocket legal expenses and reasonable counsel fees, arising out of any alleged breach or breach by you of any warranty, representation or agreement made herein, or pertaining to any act, error or omission committed by you or any person or entity acting on your behalf (or on whose behalf you are acting) or under your direction or control. You will reimburse Good Morning and the Other Indemnitees, on demand, for any payment made at any time after the date hereof in respect of any liability or claim for which Good Morning or the Other Indemnitees are entitled to be indemnified, or Good Morning may elect to deduct any such payments from all sums otherwise due you hereunder.

MISCELLANEOUS

IN NO EVENT WILL GOOD MORNING BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE

DAMAGES, INCLUDING DAMAGES FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE, EVEN IF GOOD MORNING IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, GOOD MORNING'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO GOOD MORNING FOR THE SERVICES. THE SITE, THE SERVICES AND THE CONTENT RELATED THERETO ARE PROVIDED "AS-IS" AND GOOD MORNING DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT. GOOD MORNING CANNOT GUARANTEE AND DOES NOT PROMISE ANY REVENUE OR OTHER SPECIFIC RESULTS FROM USE OF THE SITE AND/OR THE SERVICES. TO THE EXTENT THESE DISCLAIMERS AND LIMITATIONS ARE LIMITED BY APPLICABLE LAW, THEY SHALL OTHERWISE APPLY TO THE FULLEST EXTENT OF SUCH LAW.

This agreement, together with the general terms of service for the Good Morning website, our Privacy Policy (which outlines our practices towards handling any personal information you may provide to us) and the Registration, sets forth the entire understanding between Good Morning and you regarding the Site and Services. We may assign or delegate this agreement or any or all of our rights and obligations hereunder to one or more third parties without notice to you. No waiver of any provision or default under this agreement shall affect either party's rights thereafter and no waiver by either party shall be deemed a continuing waiver. Except as expressly set forth herein, neither party has made or makes any representations or warranties, express or implied, with respect to any matter contained in this agreement or with respect to the making of this agreement, all of which are expressly disclaimed. If any clause, sentence, paragraph or part of this agreement or the application thereof to any person, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall be limited and confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy and shall not affect the remainder of the agreement.

You acknowledge that any exploitation of the Compositions is speculative and that Good Morning cannot guarantee that the Compositions will be exploited at all or that any Net Sums will be generated or earned hereunder. You waive all claims and warrant, represent and agree that you will not make any claim, nor will any liability be imposed upon Good Morning based upon a claim, that more Net Sums could have been generated or better business achieved than that which was actually generated or achieved by Good Morning and/or its licensees.

Good Morning does not guarantee, represent, or warrant that your use of the Site or Services will be uninterrupted or error-free, and you agree that from time-to-time Good Morning may suspend the Site and Services for indefinite periods of time for technical maintenance or upgrade or otherwise, or may cancel the service at any time, without notice to you. The functions and features of the Site and Service are subject to change without notice.

Your use of the Site and Service includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR REGISTRATION AND ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR THE SERVICES. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS

RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.

Good Morning, the Good Morning logo, and other Good Morning trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Good Morning Music in the U.S. and/or other countries. Any other trade- or service marks referenced belong to their respective owners. You are granted no right or license with respect to any of the foregoing.

This agreement is entered into in the State of Idaho, U.S.A., and shall be construed in accordance with the laws of said state applicable to contracts to be wholly performed therein, without reference to any conflict of laws principles. The Courts located in Ada County, Idaho (State and federal), shall have sole and exclusive jurisdiction over any controversies arising out of, or in connection with this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County.

DEFINITIONS

“Exploitation Period” for a Composition shall mean the later of (a) the end of the Term or (b) one (1) year after you submit the same to us. For example, if you submit a Composition on January 1st and the Term ends on February 1st of that year, then the Exploitation Period for that Composition shall continue until December 31st of that year.

“Non-Qualified Works” shall mean: (i) works that are non-musical in nature, (ii) works that consist substantially of sound effects, so-called “sleep sounds” or “nature sounds”, (iii) spoken word works, (iv) works that are in the public domain and (v) any other works not accepted by any of Good Morning’s third party partners or societies as qualifying musical works.

“Registration” shall mean the online registration that you are required to complete in order to become a Good Morning member, and the registration of Your Interest in the Compositions with the relevant performance rights organizations (e.g., ASCAP or BMI) and other licensing agencies (e.g., The Harry Fox Agency, Mechanical Licensing Collective), and acceptance of same by such performance rights organization and agencies, in accordance with their then current rules, terms and conditions.

“Services” shall mean the music publishing administration services provided to you by Good Morning in each applicable Territory as selected by you during Registration (or updated by you from time to time during the Term via the Site).

“Site” shall mean GMmusic.xyz, goodmornmusic.com, and any and subdomains and other Good Morning- branded web-based properties (and mobile apps or other mobile versions of same) owned and operated by Good Morning.

“Term” shall commence upon the date of your registration (your submission of a complete Registration) and shall continue (a) through the end of the calendar quarter during which we receive your valid cancellation notice in accordance with the provisions in the “Cancellation” section above or (b) until we terminate the Term as provided above.

“Territory” shall mean the universe.

“Your Share” shall mean ninety percent (90%) of Net Sums.

Privacy Policy

Good Morning Music (“GMM,” “Good Morning,” “we,” “our,” and/or “us”) values the privacy of individuals who use <http://www.gmmusic.xyz> (the “Website”). This privacy policy (the “Privacy Policy”) explains how we collect, use, and share information from users of our Website (“Users”). By using our Website, you agree to the collection, use, disclosure, and procedures this Privacy Policy describes.

Information We Collect

We may collect a variety of information from or about you or your devices from various sources, as described below.

A. Information You Provide to Us.

Registration Information. When you register for the platform, we ask you for your name, email address, phone number, address, you recording artist name, and other information to report sales and financial to.

Communications. If you contact us directly, we may receive additional information about you. For example, when you contact us, we will receive your name, email address, phone number, the contents of a message or attachments that you may send to us, and other information you choose to provide.

B. Information We Collect When You Use Our Website

Location Information. When you use our Website, we infer your general location information, for example by using your internet protocol (IP) address.

Device Information. We receive information about the device and software you use to access our Website, including IP address, web browser type, and operating system version.

Usage Information. To help us understand how you use our Website and to help us improve it, we automatically receive information about your interactions with our Website, like the dates and times of your visits.

Information from Cookies and Similar Technologies. We and our third-party partners collect information using cookies, pixel tags, or similar technologies. Our third-party partners, such as analytics and advertising partners, may use these technologies to collect information about your online activities over time and across different services. Cookies are small text files containing a string of alphanumeric characters. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to our Website.

Please review your web browser’s “Help” file to learn the proper way to modify your cookie settings.

Please note that if you delete or choose not to accept cookies from the Website, you may not be able to utilize the features of the Website to their fullest potential.

information we have about you.

How We Use the Information We Collect

We use the information we collect:

- To provide, maintain, improve, and enhance our Website;
- To understand and analyze how you use our Website and develop new products, services, features, and functionality;
- To communicate with you, provide you with updates and other information relating to our Website, provide information that you request, respond to comments and questions, and otherwise provide support;
- For marketing and advertising purposes, such as developing and providing promotional and advertising materials that may be relevant, valuable or otherwise of interest to you;
- To find and prevent fraud, and respond to trust and safety issues that may arise;
- For compliance purposes, including enforcing our legal rights, or as may be required by applicable laws and regulations or requested by any judicial process or governmental agency; and
- For other purposes for which we provide specific notice at the time the information is collected.

How We Share the Information We Collect

Affiliates. We may share any information we receive with our affiliates for any of the purposes described in this Privacy Policy.

Vendors and Service Providers. We may share any information we receive with vendors and service providers retained in connection with the provision of our Website.

Analytics Partners. We use analytics services such as Google Analytics to collect and process certain analytics data. These services may also collect information about your use of other websites, apps, and online. You can learn more about Google's practices by visiting <https://www.google.com/policies/privacy/partners/>. To help us understand how you use our Website and to help us improve it, we automatically receive information about your interactions with our Website, like the dates and times of your visits.

Advertising Partners. We work with third-party advertising partners to show you ads that we think may interest you. Some of our advertising partners are members of the Network Advertising Initiative (<https://optout.networkadvertising.org>) or the Digital Advertising Alliance (<https://optout.aboutads.info>). If you do not wish to receive personalized ads, please visit their opt-out pages to learn about how you may opt out of receiving web-based personalized ads from member companies. You can access any settings offered by your mobile operating system to limit ad tracking, or you can install the AppChoices mobile app to learn more about how you may opt out of personalized ads in mobile apps.

As Required By Law and Similar Disclosures. We may access, preserve, and disclose your information if we believe doing so is required or appropriate to: (a) comply with law enforcement

requests and legal process, such as a court order or subpoena; (b) respond to your requests; or (c) protect your, our, or others' rights, property, or safety.

Merger, Sale, or Other Asset Transfers. We may transfer your information to service providers, advisors, potential transactional partners, or other third parties in connection with the consideration, negotiation, or completion of a corporate transaction in which we are acquired by or merged with another company or we sell, liquidate, or transfer all or a portion of our assets. The use of your information following any of these events will be governed by the provisions of this Privacy Policy in effect at the time the applicable information was collected.

Consent. We may also disclose your information with your permission.

Third Parties

Our Website may contain links to other websites, products, or services that we do not own or operate. We are not responsible for the privacy practices of these third parties. Please be aware that this Privacy Policy does not apply to your activities on these third-party services or any information you disclose to these third parties. We encourage you to read their privacy policies before providing any information to them.

Security

We make reasonable efforts to protect your information by using physical and electronic safeguards designed to improve the security of the information we maintain. However, as no electronic transmission or storage of information can be entirely secure, we can make no guarantees as to the security or privacy of your information.

Children's Privacy

We do not knowingly collect, maintain, or use personal information from children under 13 years of age, and no part of our Website is directed to children. If you learn that a child has provided us with personal information in violation of this Privacy Policy, then you may alert us at [gm@gmmusic.xyz].

International Visitors

Our Website is hosted in the United States and intended for visitors located within the United States. If you choose to use our Website from the European Union or other regions of the world with laws governing data collection and use that may differ from U.S. law, then please note that you are transferring your personal information outside of those regions to the United States for storage and processing. Also, we may transfer your data from the U.S. to other countries or regions in connection with storage and processing of data, fulfilling your requests, and operating the Website. By providing any information, including personal information, on or to the Website, you consent to such transfer, storage, and processing.

Changes to this Privacy Policy

We will post any adjustments to the Privacy Policy on this page, and the revised version will be effective when it is posted. If we materially change the ways in which we use or share personal

information previously collected from you through the Website, we will notify you through the Website, or other communication.

Contact Information

If you have any questions, comments, or concerns about our processing activities, please email us at gm@gmmusic.xyz.

Last Updated: May 7th, 2023