

## TAMBER Music LLC's Conditions and Terms of Use

Welcome to the TAMBER universe, which encompasses any and all of our products, services, applications, platforms, websites, or other affiliated ventures offered, which are controlled, owned or operated by TAMBER Music LLC (the "TAMBER Platform"). The following Terms of Use for the TAMBER Platform creates a legal contract between you, either an individual customer, member or user, or entity, and TAMBER regarding your use of the TAMBER Platform. All references herein to "TAMBER" and "We" refers to TAMBER Music LLC and its affiliates. "You" or "Users" refers to you, and/or any and everyone who uses, subscribes to, publishes through, joins, or visits TAMBER.

WE ENCOURAGE YOU TO CAREFULLY READ THE FOLLOWING CONDITIONS AND TERMS OF USE BEFORE USING THE TAMBER PLATFORM. BY REGISTERING FOR, ACCESSING, BROWSING, AND/OR USING THE TAMBER PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS, INCLUDING ANY ADDITIONAL GUIDELINES, AND ANY FUTURE MODIFICATIONS (COLLECTIVELY, THE "TERMS"), AND THAT YOU ALSO AGREE TO COMPLY WITH ANY AND ALL APPLICABLE LAWS AND REGULATIONS AT ALL TIMES DURING YOUR USE OF THE TAMBER PLATFORM. YOU RETAIN THE RIGHT TO SUSPEND ALL USE OF THE TAMBER PLATFORM AT ANY TIME YOU DO NOT AGREE WITH THE TERMS HEREIN.

NOTE TO CHILDREN UNDER 13 YEARS OF AGE: THE TAMBER PLATFORM IS NOT FOR PERSONS UNDER THE AGE OF 13. If you are under 13 years of age, do not use the TAMBER Platform.

### 1. Eligibility

By voluntarily using the TAMBER Platform you confirm that you meet the following eligibility criteria. You represent that you are 18 years of age or older and are fully able and competent to comprehend and enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these Terms. You affirm that you or the person for whom you are creating this account are over the age of 13, as the TAMBER Platform is not intended

for children under the age of 13. If you are using or opening an account on the TAMBER Platform on behalf of a company, entity, or organization (collectively “Subscribing Organization”), then you represent and warrant that you: (1) are an authorized representative of that Subscribing Organization with the authority to bind such organization to these Terms and (2) agree to be bound by these Terms on behalf of such Subscribing Organization.

## 2. Privacy policy

Your privacy is important to us. By using the TAMBER Platform, you expressly consent to the information handling practices described in the TAMBER Privacy Policy which is incorporated by reference herein and to be subject to these Terms. You acknowledge that your use of the TAMBER Platform and any personal information you provide through the TAMBER Platform is fully voluntarily and that such use is subject at all times to the Privacy Policy and the Terms.

## 3. Individual Features and Services

When using the TAMBER Platform, you will be subject to any additional posted guidelines or rules applicable to specific services, and features which TAMBER expressly reserves the right to update, modify, and/or post from time to time without prior notice to you (the “Guidelines”). All such Guidelines are hereby incorporated by reference into these Terms.

## 4. Modification of the Terms

TAMBER expressly reserves the right and privilege to unilaterally change, modify, add, or remove portions of these Terms at any time and from time to time with or without specific notice to you other than through posting such modified Terms on the TAMBER Platform at its discretion. Please check these Terms and any Guidelines periodically for changes. Your continued use of the TAMBER Platform after the posting of changes constitutes your binding acceptance of such changes. You reserve the sole and exclusive remedy of discontinuing use of the TAMBER Platform if you are dissatisfied with the TAMBER Platform, the content thereon, or the Terms or the Privacy Policy.

## 5. TAMBER Platform Access

TAMBER grants you permission to use the TAMBER Platform as set forth in these Terms, provided that: (1) you use the TAMBER Platform solely for your personal, private, noncommercial use; (2) you do not copy, publicly display or distribute any part of the TAMBER Platform in any medium without TAMBER' prior written authorization; (3) you do not alter or modify any part of the TAMBER Platform other than as may be reasonably necessary to use the TAMBER Platform for its intended purposes; (4) you do not engage in any of the prohibited uses described below; and (5) you will otherwise fully comply with these Terms. TAMBER make no representations that the TAMBER Platform is appropriate or available for use in any location in the world. Those who access or use the TAMBER Platform from other jurisdictions do so at their own risk and are responsible for compliance with local law.

## 6. Ownership; Proprietary Rights

The TAMBER Platform is owned and operated by TAMBER LLC. The content, visual interfaces, interactive features, information, graphics, design, compilation, computer code, products, software, services, and all other elements of the TAMBER Platform that are provided by TAMBER ("TAMBER Materials") are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All TAMBER Materials contained on the TAMBER Platform are the property of TAMBER or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names contained in the TAMBER Materials or on the TAMBER Platform are proprietary to TAMBER or its affiliates and/or third-party licensors. Except as expressly authorized by TAMBER, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the TAMBER Materials. TAMBER reserves all rights not expressly granted in these Terms. You shall not acquire any right, title, or interest to the TAMBER Materials, except for the limited rights set forth in these Terms.

## 7. Audio Content

7.1 Generally. TAMBER facilitates your access to music and media streaming platforms in a manner that is tailored to your preferences. You hereby represent and warrant that you have the necessary rights to use any such streaming platform to which TAMBER refers you based on preferences you submit to the TAMBER Platform. You further represent and warrant that you have taken no steps, either directly or indirectly, to intentionally defeat any technological measures implemented by TAMBER to ensure the compliance with any laws or regulations, including, but not limited to, limitations set forth in Sections 112 and 114 of the United States Copyright Act.

7.2 Audio Content Representations. You hereby represent and warrant that when using the TAMBER Platform for audio streaming, you will not interfere with any streaming mechanism of the TAMBER Platform, including in any way that interferes with the ability of the TAMBER Platform to comply with 17 USC §§ 112 and 114, the regulations adopted pursuant thereto or other provisions of the copyright laws of the United States or any other applicable laws and regulations of jurisdictions in which you may be resident.

## 8. User Submissions.

8.1 General. The TAMBER Platform may now or in the future permit the submission and posting or linking of reviews, media, commentary, user names, or any other content (including Audio Content) submitted by you and other users (“User Submissions”), and the hosting, sharing, and/or publishing of such User Submissions. User Submissions are displayed for entertainment and informational purposes only and are not controlled by TAMBER. TAMBER makes no representations that it will publish or use your User Submissions in any way and may or may not use your User Submissions in its sole discretion. TAMBER reserves the right to remove any User Submissions from the TAMBER Platform at any time in its sole discretion, with or without notice, including, but not limited to, any User Submissions that request, facilitate or support the unauthorized sharing of copyrighted material or the identification of the sound recordings in a playlist. You understand that whether or not User Submissions are published, TAMBER does not guarantee any confidentiality with respect to any User Submissions.

In the event of a dispute between two or more Users with respect to any User Submissions, TAMBER reserves the right, in its sole discretion, to deny one or more users posting privileges and/or access to the TAMBER Platform.

8.2 Grant of Rights. By submitting User Submissions to TAMBER, you hereby grant TAMBER and its affiliates a non-exclusive, fully paid-up, royalty-free, perpetual, irrevocable, sublicensable, and transferable license, throughout the universe, to use, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, and otherwise exploit your User Submissions in connection with the TAMBER Platform and TAMBER' (and its successor's) business, including, without limitation, for promoting and redistributing part or all of the TAMBER Platform (and derivative works thereof) in any media formats and through any media channels now known or hereafter discovered. You hereby grant TAMBER and its affiliates and sublicensees the right to use the name that you submit in connection with such User Submission if they choose to do so. You hereby irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Submissions. You also hereby grant to each user of the TAMBER Platform a non-exclusive license to access your User Submissions through the TAMBER Platform, and to use, reproduce, distribute, prepare derivative works of, display, and perform such User Submissions as permitted by the functionality of the TAMBER Platform and these Terms.

8.3 User Submissions Representations and Warranties. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you agree to refrain from posting or linking any submission that might risk to slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person, or violate any applicable law or regulation.

8.4 User Submissions Prohibited Uses. In connection with your User Submissions, you further agree that you will not: (a) publish falsehoods or misrepresentations that could damage TAMBER, another User, or any third party; (b) intentionally misidentify the identifying information of User Submissions; (c) submit material that is unlawful, defamatory, libelous, slanderous, threatening, pornographic, obscene, vulgar,

harassing, harmful, hateful, abusive, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or any right of privacy or publicity, or is otherwise inappropriate; (d) post advertisements or solicitations of business; (e) impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; or (f) post User Submissions that would be harmful to minors in any manner.

## 9. Content Disclaimer

You understand that when using the TAMBER Platform, you will be exposed to User Submissions and other content (such as User Submissions and other content, collectively, “Content”) from a variety of sources, and that TAMBER is not responsible for the accuracy, integrity, quality, legality, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that you may consider inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against TAMBER with respect to such Submissions by other Users. TAMBER does not endorse any User Submission or other Content or any opinion, recommendation, or advice expressed therein. Under no circumstances will TAMBER be liable in any way for or in connection with any User Submissions or other Content, including, but not limited to, for any inaccuracies, errors or omissions in any Content, any intellectual property infringement with regard to any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, electronically mailed or otherwise displayed or transmitted through the TAMBER Platform.

## 10. Monitoring Users and Content

You understand that all Content is the sole responsibility of the person from whom such Content originated. This means that you, and not TAMBER, are entirely responsible for all User Submissions that you upload, post, e-mail, transmit or otherwise make available through the TAMBER Platform. TAMBER does not control the Content posted by Users or otherwise made available by other persons and does not have any obligation to monitor such Content for any purpose. If at any time, TAMBER chooses,

in its sole discretion, to monitor Content, TAMBER nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content. You acknowledge that TAMBER may or may not pre-screen User Submissions, but that TAMBER and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any User Submission that is available via the TAMBER Platform. Without limiting the foregoing, TAMBER and its designees may, at any time and without prior notice, remove any User Submission that in the sole judgment of TAMBER violates these Terms or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with the use of any User Submissions or other Content, including any reliance on the accuracy, completeness, usefulness or legality of such User Submission or other Content.

#### 11. Removal of Content

TAMBER and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available on the TAMBER Platform, in whole or in part, at any time for any reason or no reason, with or without notice and with no liability of any kind.

#### 12. Prohibited Uses

12.1 As a condition of your use of the TAMBER Platform, you will not use the TAMBER Platform for any purpose that is unlawful or prohibited by these Terms. Access to the TAMBER Materials and the TAMBER Platform from territories where their access or use thereof is illegal is strictly prohibited. TAMBER Users are responsible for complying with all local rules, laws, and regulations including, without limitation, rules about intellectual property rights, the Internet, technology, data, electronic mail, or privacy.

12.2 Any use by you of any of the TAMBER Materials and TAMBER Platform other than for private, non-commercial use is strictly prohibited. You agree not to reproduce, duplicate, copy, sell, trade, resell, distribute or exploit any portion of the TAMBER Platform, use of the TAMBER Platform, access to the TAMBER Platform, or Content obtained through the TAMBER Platform, for any purpose other than for your personal, private, non-commercial purposes.

12.3 Programming Limitations. By using the TAMBER Platform, you agree to accurately identify any songs, artists, and albums and you must not seek to deliberately misidentify any artist, album, or song.

12.4 You agree not to defame, harass, abuse, threaten, stalk, or defraud Users of the TAMBER Platform, or collect, or attempt to collect, personal information about Users or third parties without their consent.

12.5 You agree not to intentionally interfere with or damage, impair or disable the operation of the TAMBER Platform or any User's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, worms, spyware, adware or other malicious code.

12.6 You agree not to remove, circumvent, disable, damage or otherwise interfere with any security-related features of the TAMBER Platform, features that prevent or restrict the use or copying of any content accessible through the TAMBER Platform, or features that enforce limitations on the use of the TAMBER Platform. The TAMBER Platform contains programming limitations that are enforced through technical measures adopted by TAMBER, and any efforts to disable or defeat those efforts for the purpose of violating any provisions of the statutory licenses set forth in Sections 112 and 114 of the U.S. Copyright Act, 17 U.S.C. §§ 112 and 114, is strictly prohibited.

12.7 You agree not to attempt to gain unauthorized access to the TAMBER Platform, or any part of it, other accounts, computer systems or networks connected to the TAMBER Platform, or any part of it, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the TAMBER Platform or any activities conducted on the TAMBER Platform.

12.8 You agree not to obtain or attempt to obtain any materials or information through any means not intentionally made available through the TAMBER Platform. You agree neither to modify the TAMBER Platform in any manner or form, nor to use modified versions of the TAMBER Platform, including, without limitation, for the purpose of obtaining unauthorized access to the TAMBER Platform.

12.9 You agree that you will not use any robot, spider, scraper, or other automated means to access the TAMBER Platform for any purpose without our express written

permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the TAMBER Platform.

12.10 You agree not to utilize framing techniques to enclose any trademark, logo, or other TAMBER Materials without our express written consent. You agree not to use any meta tags or any other “hidden text” utilizing TAMBER’ name or trademarks without our express written consent.

12.11 Upon notification by TAMBER, you agree to promptly remove any links that TAMBER finds objectionable in its sole discretion. You agree not to use any TAMBER logos, graphics, or trademarks as part of the link without our express written consent.

12.12 You agree not to make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the TAMBER Platform. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures.

12.13 You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the TAMBER Platform or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

12.14 You agree not to modify, adapt, translate or create derivative works based upon the TAMBER Platform or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

### 13. Account Information

To access some the TAMBER Platform, you will have to create an account. You agree that the information you provide to TAMBER upon registration and, at all other times, will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. You acknowledge, consent and agree that TAMBER may access, preserve and disclose your account information and User Submission if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (1) comply with legal

process; (2) enforce the Terms; (3) respond to a claim that any User Submission violates the rights of third parties; (4) respond to your requests for customer service; or (5) protect the rights, property or personal safety of TAMBER, its users and the public.

#### 14. Password

When you register you will be asked to provide a password. As you will be responsible for all activities that occur under your password, you should keep your password confidential. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your account ID or password), you may immediately notify TAMBER and request a new one. You agree to hold TAMBER harmless for any losses you incur as a result of someone else gaining access to your password. You also acknowledge that you may be liable for the losses incurred by TAMBER or others due to any unauthorized use of your account.

#### 15. Dealings with Advertisers

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the TAMBER Platform are solely between you and such advertiser. YOU AGREE THAT TAMBER WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS OR AS THE RESULT OF THE PRESENCE OF SUCH ADVERTISERS ON THE TAMBER PLATFORM.

#### 16. Links and Third-Party Content

TAMBER or third parties may provide links on the TAMBER Platform to other sites or content (“Reference Sites”). TAMBER has no control over such Reference Sites or content, and therefore makes no claim or representation regarding, and expressly disclaims responsibility for, the accuracy, quality, legality, nature, availability or reliability of Reference Sites or content linked to by the TAMBER Platform. TAMBER provides links to you only as a convenience, and the inclusion of any link on the TAMBER Platform does not imply our affiliation, endorsement, or adoption of the

linked site or any information therein. YOUR ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON REFERENCE SITES OR AVAILABLE THROUGH REFERENCE SITES, IS SOLELY AT YOUR OWN RISK. When you leave the TAMBER Platform, our Terms and Privacy policy no longer govern. We encourage you to review any applicable terms and policies, including the privacy and data gathering practices, of any such Reference Sites.

#### 17. Availability of Service

TAMBER may make changes to or discontinue any of the media, web communities, products, or services available within the TAMBER Platform at any time, and without notice. You agree that any changes to or discontinuation of the TAMBER Platform by TAMBER will be without liability to you, even if such changes or discontinuation result in your loss of access to or use of User Submissions, TAMBER Materials or any other Content. The media, products, or services on the TAMBER Platform may be out of date, and TAMBER makes no commitment to update these materials on the TAMBER Platform.

#### 18. User Disagreements

You are solely responsible for your involvement and/or communications with other Users.

#### 19. Terms of Use Violations; Termination

19.1 TAMBER. You agree that TAMBER, in its sole discretion and for any or no reason, may terminate or suspend any User or customer account (or any part thereof) you may have on the TAMBER Platform or your use of the TAMBER Platform, and remove and discard all or any part of your account or any User Submission, at any time, with or without notice. You agree that any termination of your access to the TAMBER Platform or any account you may have or portion thereof may be effected without prior notice, and you agree that TAMBER shall not be liable to you or any third-party for any such termination. TAMBER does not permit infringing activities, including any violations of the conditions set forth in Sections 112 and 114 of the United States Copyright Act, on the TAMBER Platform, and reserves the right to terminate access to the TAMBER

Platform, and remove all content submitted, by any persons who are found to be infringers. Any suspected fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies TAMBER may have at law or in equity.

19.2 User. If you are dissatisfied with the TAMBER Platform, feel free to contact us to let us know, as your input is valuable to us. Your only other remedy with respect to any dissatisfaction with (a) the TAMBER Platform, (b) any term of these Terms, (c) any policy or practice of TAMBER in operating the TAMBER Platform, or (d) any content or information transmitted through the TAMBER Platform, is to suspend all use immediately and/or terminate your account.

## 20. Indemnification; Hold Harmless

You agree to indemnify and hold harmless TAMBER, and its parent, subsidiaries, affiliates or any related companies (including those which share substantially common ownership), its suppliers, licensors and partners, and the officers, directors, employees, programmers, agents and representatives of any of them from any and all claims, losses, obligations, damages, liabilities, costs or debt and expenses (including attorney's fees) arising out of: (1) your use or misuse of the TAMBER Platform; (2) your User Submissions, including TAMBER's use, display or other exercise of its license rights granted herein with respect to your User Submissions; (3) your violation of these Terms; (4) your violation of the rights of any other person or entity, including claims that any User Submission infringes or violates any third party's intellectual property rights; and (5) your breach of the foregoing representations, warranties, and covenants. TAMBER reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, including for attorney's fees and legal costs, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of TAMBER. TAMBER will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## 21. Disclaimers; No Warranties

21.1 No warranties. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TAMBER, AND ITS AFFILIATES, PARTNERS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TAMBER OR THROUGH THE TAMBER PLATFORM WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 21, THE TERM TAMBER INCLUDES TAMBER'S OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS OR SHAREHOLDERS, AGENTS, SUPPLIERS, LICENSORS, AFFILIATES AND SUBCONTRACTORS.

21.2 "As is" and "As available" and "With All Faults". YOU EXPRESSLY AGREE THAT THE USE OF THE TAMBER PLATFORM IS AT YOUR SOLE RISK. THE TAMBER PLATFORM, USER SUBMISSIONS AND ANY THIRD-PARTY MEDIA, CONTENT, SOFTWARE, SERVICES OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE TAMBER PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

21.3 Platform Operation and Content. TAMBER, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT THAT THE TAMBER MATERIALS, USER SUBMISSIONS, TAMBER PLATFORM, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE TAMBER PLATFORM OR ANY REFERENCE SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

21.4 Accuracy. TAMBER, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE TAMBER

PLATFORM OR ANY REFERENCE SITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

21.5 Harm to Your Computer. YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE TAMBER PLATFORM (INCLUDING RSS FEEDS) OR ANY REFERENCE SITES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

## 22. Limitation of Liability and Damages

22.1 Limitation of Liability. UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL TAMBER OR ITS AFFILIATES, CONTRACTORS, DIRECTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR THE INABILITY TO USE THE TAMBER MATERIALS AND USER SUBMISSIONS ON THE TAMBER PLATFORM OR ANY REFERENCE SITES, THE TAMBER PLATFORM ITSELF, OR ANY OTHER INTERACTIONS WITH TAMBER, EVEN IF TAMBER OR A TAMBER AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, TAMBER'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

22.2 Limitation of Damages. IN NO EVENT SHALL TAMBER OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES,

LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE TAMBER PLATFORM (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF (A) ONE HUNDRED DOLLARS (\$100.00) OR (B) THE AMOUNT OF FEES YOU HAVE PAID TAMBER IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY.

22.3 Reference Sites. THESE LIMITATIONS SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN TAMBER AND RECEIVED BY YOU THROUGH OR ADVERTISED ON THE TAMBER PLATFORM OR RECEIVED BY YOU THROUGH ANY REFERENCE SITES.

### 23. Limitations by Applicable Law; Basis of the Bargain

23.1 Limitations by Applicable Law. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED.

23.2 Basis of the Bargain. YOU ACKNOWLEDGE AND AGREE THAT TAMBER HAS OFFERED ITS PRODUCTS AND SERVICES, SET ITS PRICES AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND TAMBER, AND THAT THE WARRANTY DISCLAIMERS AND THE

LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND TAMBER. YOU ACKNOWLEDGE AND AGREE THAT TAMBER WOULD NOT BE ABLE TO PROVIDE THE TAMBER PLATFORM TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

#### 24. Music; Digital Millennium Copyright Act

(a) The TAMBER Platform shall connect you to third party music platforms who shall play the actual musical selections in accordance with your expressed preferences. As TAMBER shall not be providing any streaming services in and of itself, it shall not be responsible for any royalties to ASCAP, BMI and SESAC for the public performance of musical works.

(b) TAMBER does not permit infringement of intellectual property rights on the TAMBER Platform, and TAMBER will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. In addition, TAMBER will promptly terminate without notice the accounts of Users that are determined by TAMBER to be "repeat infringers." A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had a User Submission removed from the Website more than twice.

(c) Designated Agent Contact Information. TAMBER's designated agent for notices of claimed infringement can be contacted at: [info@TAMBERapp.com](mailto:info@TAMBERapp.com).

(d) False Notifications of Claimed Infringement or Counter Notifications. The Copyright Act provides that:

[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, shall be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of [TAMBER] relying upon such misrepresentation in removing or

disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it.

17 U.S.C. § 512(f).

Accordingly, TAMBER reserves the right to seek damages from any party that submits a notification of claimed infringement or counter notification in violation of the law.

For the avoidance of doubt, only notices submitted under the Digital Millennium Copyright Act and the procedures set forth in this Section 17 should be sent to the Designated Agent at [info@TAMBERapp.com](mailto:info@TAMBERapp.com).

## 26. Miscellaneous

26.1 Notice. TAMBER may provide you with notices, including those regarding changes to TAMBER' terms and conditions, by postings on the TAMBER Platform, via electronic mail, or by U.S. Mail. Notice sent via e-mail will be deemed given twenty-four hours after such e-mail is sent. TAMBER shall not be responsible for obtaining updated email addresses in the event that the email address you provide turns out to be invalid, and any such Notices prove undeliverable for reasons beyond TAMBER's control.

27. Dispute Resolution. You expressly agree that any controversy or claim you might have against TAMBER shall be resolved by arbitration and waive your right to a trial by jury or a court of competent jurisdiction. The arbitration shall be conducted in New Jersey by an Arbitrator duly authorized by the American Arbitration Association ("AAA") and shall be conducted in accordance with the United States Arbitration Act (Title 9, U.S. Code), and under the Commercial Rules of the AAA.