

Terms of Service

This TOS was last updated on 23, August 2015.

Welcome to Revelator.com, which is located at www.revelator.com ("Site"). The following Terms of Service ("TOS") contain the terms and conditions that govern your use of the Site and Service (as defined below). Purchase and/or use of any product or service on the Site constitutes your agreement to and acceptance of all terms and conditions.

Revelator Ltd. (an Israeli entity along with our licensees, assignees, affiliates and subsidiaries are referred in this TOS as "our", "us", "we" and "Revelator") reserves the right to revise this TOS in its sole and complete discretion at any time and without prior notice to you other than by posting the revised TOS on the Site. Any revisions to the TOS are effective upon posting. The TOS will be identified as of the most recent date of revision. It is incumbent upon you to visit this page periodically to ensure your continued acceptance of this TOS. Your continued use of the Site after a revised version of this TOS has been posted by Revelator to the Site constitutes your binding acceptance of such revision and the revised TOS.

Revelator provides a number of Internet-based services and products through the Site (all such services, collectively, shall be referred to as the "Service"). Revelator users may create and purchase individual Products for their own use or sell products through the Site and per this TOS.

BY ACCESSING AND USING THE SITE AND THE SERVICES, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE GENERAL TERMS OF SERVICE, OUR PRIVACY POLICY, OUR, AND OUR SPECIFIC TERMS AND CONDITIONS APPLICABLE TO CERTAIN SERVICES YOU MAY ELECT TO USE (ALL OF WHICH ARE INCORPORATED HEREIN AND COLLECTIVELY REFERRED TO AS THE "TOS", WHICH SET FORTH THE ENTIRE AGREEMENT PERTAINING TO YOUR USE OF THE SITE AND SERVICES, AND SUPERSEDE ALL PRIOR VERSIONS OF THE TERMS AND CONDITIONS).

THESE TERMS AND CONDITIONS ARE LEGALLY BINDING AGREEMENTS. IF YOU USE THE SITE AND THE SERVICES ACTING AS THE REPRESENTATIVE FOR AN ARTIST, BAND, GROUP, COMPANY, OR ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH INDIVIDUAL OR ENTITY AND YOU GUARANTEE COMPLIANCE BY SUCH INDIVIDUAL OR ENTITY WITH THESE TERMS AND CONDITIONS.

WE RESERVE THE SOLE RIGHT AT ANY TIME TO MODIFY, DISCONTINUE, OR TERMINATE ANY SERVICE OR THE SITE, OR CHANGE, ADD, OR DELETE PORTIONS OF THESE TERMS AND CONDITIONS WITHOUT NOTICE. WE WILL POST CHANGES TO THESE TERMS AND CONDITIONS, IF ANY, TO THE SITE. IT IS YOUR RESPONSIBILITY TO CHECK THE SITE PERIODICALLY FOR CHANGES. YOU'RE CONTINUED USE OF THE SITE AND SERVICES AFTER ANY CHANGES CONSTITUTES YOUR ACCEPTANCE OF THE REVISED TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SITE OR SERVICES.

Users which shall select Revelator to distribute content to various digital service providers (a list of such digital service providers shall be determined by Revelator by its sole and complete discretion and shall be updated by time to time by Revelator), shall be bound by the terms and conditions stipulated in the Distribution TOS attached hereto as **Appendix A**.

In the event any specific terms and conditions applicable to any particular Service conflict with this TOS, the specific terms and conditions shall apply.

1. Use Of Site And Services:

- 1.1. *Age Restriction.* The Site and Services are intended for use by persons 18 years of age or older. The Site and Services are not intended for children under the age of 13. Children under the age 18 but at least 13 years of age may use the Site and Services only with the verifiable consent of a parent or legal guardian who has agreed to be bound by these Terms and Conditions. **SOME AREAS OF THE SITE MAY CONTAIN MATERIAL THAT IS INAPPROPRIATE FOR MINORS.**
- 1.2. *Site Content Ownership.* All materials and content on the Site and Services, including User Content (as defined below), (collectively, the “**Site Content**”) are the proprietary property of us or our licensors (including other users of the Site), including respective copyrights, logos, slogans, trademarks, and service marks. As between you and us, you shall retain all rights in your User Content subject to the licenses granted in these TOS.
- 1.3. *Site and Services Use License.* Subject to these TOS and only to the extent expressly permitted by the functionality of the Site and Services, you are granted a limited, non-exclusive, revocable, non-assignable, and non-transferable right to use the Site and Services and access and interact with Site Content. Except with respect to your use of certain Services in accordance with their specific terms and conditions that provide for or facilitate commercial activities, you understand that the Site and Site Content is for your personal and non-commercial use only. Except as expressly permitted by these TOS, the functionality of the Site, or your own use of your User Content (i) no Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, sold, or otherwise used in any form or by any means, in whole or in part, and (ii) nothing herein should be construed as granting any license or right to use any Site Content, including trademarks, service marks, logos, slogans or taglines of us or third parties, or any software or code relating to the Site or Services.
- 1.4. *Site Downloads and Purchases.*
 - 1.4.1. Certain functionality of the Site may expressly permit you to download or copy Site Content, such as music or other materials files from the Site (“**Site Downloads**”). Certain Site Downloads are available for free, and certain Site Downloads are only available by purchase (“**Priced Downloads**”). Applicable prices and payments for Priced Downloads are subject to our Service Fees Payments and Refund Policy below. An additional sum may be added to the Priced Download which shall consist of the applicable sales tax based on your billing address and the sales tax rate in effect at the time you purchase a Priced Download. All sales are final. Prices for Priced Downloads may change at any time, and we do not provide price protection or refunds in the event of a price reduction or promotional offering. If a Priced Download becomes unavailable following a transaction but prior to download, your sole remedy is a refund. If technical problems prevent or unreasonably delay delivery of your Priced Download, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by us. Priced Downloads may be downloaded only once and cannot be replaced if lost for any reason without a new purchase.
 - 1.4.2. You agree that:
 - 1.4.2.1. Site Downloads are licensed to you only for personal, noncommercial use;
 - 1.4.2.2. The delivery of Site Downloads to you does not transfer to you any commercial or promotional use rights in the Site Downloads;
 - 1.4.2.3. You may not transfer or license your rights in any Site Download to any other person;
 - 1.4.2.4. You may not alter, modify, incorporate with other media, or otherwise create a derivative work of any Site Downloads; and
 - 1.4.2.5. You may not use a Site Download as a phone ringtone or ring-back tone (collectively, the “**Site Downloads Usage Policy**”). You may copy and store Site Downloads in connection with an unlimited number of devices as reasonably necessary but only in accordance with the foregoing Site Downloads Usage Policy. Any use of a Site Download other than in accordance with the Site Downloads Usage Policy may constitute copyright infringement.
- 1.5. *Abuse and Infringement.* You agree that you will not use the Site or Services in any manner that is abusive, fraudulent, or unlawful, that infringes the copyright, trademark, or other intellectual property rights of any person or entity, that is inconsistent with these TOS, or that could damage, disable, overburden or impair the Site or Services, in each case as determined in our sole discretion. Without limitation, you agree, represent, and warrant that you will:
 - 1.5.1. Use the Site and Services in compliance with all applicable laws and applicable terms and conditions.

- 1.5.2. Not use the Site or Services to infringe the copyright, trademark, or other intellectual property rights of any person or entity;
- 1.5.3. Not harvest or collect email addresses or other contact information of other Site users by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- 1.5.4. Not use automated scripts to collect information from, access, or otherwise interact with the Site;
- 1.5.5. Not upload, post, email, transmit or otherwise make available any content that we deem to be harmful, threatening, abusive, harassing, vulgar, obscene, hateful, or racially, ethnically, or otherwise objectionable;
- 1.5.6. Not impersonate any person or entity, or falsely state or otherwise misrepresent yourself or your affiliation with any person or entity;
- 1.5.7. You will not upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- 1.5.8. Not use "spam," "blast-faxes," or recorded telephone messages to market or promote any materials relating to you on the Site or in connection with the Services;
- 1.5.9. Not upload, post, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- 1.5.10. Not use the Site or Services to solicit, advertise, provide, sell, or offer, any third party sites or services, or similar or competing products or services;
- 1.5.11. Not solicit Site users to register or sign up with another website, platform, or other service or entity;
- 1.5.12. Not use or attempt to use another user's account without authorization from us or create a false identity using the Site or Services;
- 1.5.13. Not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through, the Site or Services or any software, documentation, or data related to the Site or Services; and
- 1.5.14. Not remove any proprietary notices or labels from the Site or Services or modify, translate, or create derivative works based on the Site or Services.

2. **Registration:**

- 2.1. In order to use certain parts of the Site and Services, you must register as a user and create an account on the Site. As part of the registration process, you will provide a username, password, email address, and other information and materials (the "**Registration Data**") for your Site account. You may also be able to register as a user of the Site with certain third-party social networking sites (e.g., Facebook, Twitter, YouTube, etc.) (a "**Third-Party Account**"), and in connection therewith, you allow us to access, store, and use content or information relating to your Third-Party Account, and any content or information in your Third-Party Account used on the Site or with the Services shall be "Registration Data" hereunder. We may accept or reject your user registration in our sole discretion.
- 2.2. You alone are responsible for maintaining the security of your Registration Data and for all uses of the Site and Services in the name of your account. Upon registration, you will have a "Dashboard" page on the Site where you can manage your use of the Site and Services (your "**Dashboard**").
- 2.3. You represent and warrant that all Registration Data will be true, accurate, complete, and current and that you will promptly update your Registration Data as necessary such that it is, at all times, true, accurate, complete, and current. We may use all Registration Data in accordance with our Privacy Policy.
- 2.4. You are responsible for maintaining access to the email address associated with your account. We are unable to restore access to your account if you lose access to the email address associated with the account.
- 2.5. You are responsible for keeping your account active. If a user does not log in to an account for six (6) months or more from the date of the last log in, the account may be considered inactive. Inactive accounts may be permanently removed without notice.

3. Content Submitted By You:

3.1. User Content.

- 3.1.1. You are solely responsible for all materials and content that are submitted by you or through your account for posting, publication, display, distribution, performance, or other use on the Site or in connection with any Service, including without limitation, music, sound recordings, musical works, compositions, videos, photographs, pictures, graphics, names, likenesses, images, copyrights, trademarks, service marks, logos, biographical information, chat, messages, files, code, data, metadata, text, software, links, your Registration Data, content from your Third-Party Account, and any other information or materials (“**User Content**”).
- 3.1.2. We are not responsible for any User Content that may be lost or unrecoverable through your use of the Site or Services, and you are encouraged to archive your User Content regularly and frequently.
- 3.1.3. You must submit User Content to the Site and Services in compliance with our submission specifications. Our submission specifications are available in your Dashboard or otherwise on the Site. We reserve the right to refuse to accept and/or cause the removal of any User Content for any reason and at our sole discretion and without notice to you.
- 3.1.4. As between you and us, and subject to our rights in these TOS, you shall retain all rights in the User Content and nothing in these TOS shall constitute a transfer to us of ownership of any User Content.
- 3.1.5. You hereby acknowledge and agree that we may, at our sole discretion, disclose User Content in order to: (i) comply with law enforcement, court orders, or the legal process; (ii) protect the rights and safety of individuals; or (iii) settle disputes over intellectual property ownership. You understand and agree that in connection with the rights granted herein, we have the right, but no obligation, to remove, monitor, market, promote, advertise, or otherwise use your User Content.

3.2. Licenses to User Content.

- 3.2.1. By submitting User Content to the Site or in connection with any Service, you automatically grant to us a non-exclusive, transferable, royalty free, license throughout the universe, and in any manner and media now known or hereafter developed, to prepare, review, copy, reproduce, convert, host, distribute, transmit, stream, publicly perform, display, modify, adapt, excerpt (in whole or in part), publish, promote, advertise, market, create derivative works from, and otherwise use all or any portion of the User Content, and to grant and authorize sublicenses of the foregoing, in connection with the Site and Services and the functionality thereof; provided, however, we will not sell or otherwise commercially distribute for a fee User Content except in connection with your express use of a Service or program offered by us that provides such functionality. Except as may be specifically provided in connection with any particular Service, we have no obligation to pay you or anyone else any amounts, including record or publishing royalties, performance fees, license fees, or union, guild, or collective bargaining fees, for the distribution, public performance, or other uses of your User Content as authorized in these TOS.
- 3.2.2. The foregoing grant of rights includes, without limitation, our right to (but not obligation to):
 - 3.2.2.1. Use User Content, including names, pictures, likenesses, images, voices, performances, biographical materials, and web links to websites that you control, in each case in connection with marketing, advertising, or promoting User Content, you, the Site, the Services, or us;
 - 3.2.2.2. Submit or transmit User Content to third parties in connection with any applicable Services or program offered by us which you elect to use, in any format in accordance with the functionality of such Service or program;
 - 3.2.2.3. Display any and all lyrics associated with a musical composition embodied in User Content in connection with the Site or Services or program offered by us;
 - 3.2.2.4. Edit or modify User Content in our sole discretion in connection with the Site, Services, or program offered by us and without any approval rights by you; and
 - 3.2.2.5. Publicly perform and transmit your sound recordings and musical compositions in connection with the Site, Services, or a program offered by us, including, but not limited to, by interactive and non-interactive streaming on the Site or via a Service. If you have affiliated with a performance rights organization (“**PRO**”) with respect to your public performance rights, such as BMI, ASCAP, or SESAC, then you may be prohibited from granting the same rights to us, or a grant of public performance rights

to us may prevent a PRO from collecting royalties on your behalf. In certain situations a PRO may require that you provide the PRO with notice if you are granting public performance rights to another party. If you have an agreement with a PRO that includes such a provision, you are solely responsible for providing such notice to the PRO. You understand that no fees or payment of any kind whatsoever shall be due to any PRO or music publisher for use of your User Content as authorized in these Terms and Conditions.

- 3.2.3. Certain functionality of the Site and certain Services allow you to make User Content, such as your music, available to be downloaded from our Site, and by using such features, you automatically grant to end users an irrevocable, perpetual, non-exclusive, transferable, royalty free, license throughout the universe to use such Site Downloads but only for personal, noncommercial use and in accordance with the Site Downloads Usage Policy in Section 1.4.2.5 above.
 - 3.2.4. The grant of rights in this Section will survive your removal of User Content from the Site, the termination of your use of the Site or Service, or any other termination of these Terms and Conditions unless we receive written notice of termination of this license from you, at which point this license will expire and we will stop using the specified User Content within thirty (30) days; provided, however, that with respect to Site Downloads, the grant of rights to end users will survive your removal of such User Content from the Site indefinitely.
 - 3.3. Without limitation of the rights granted herein, we and you may enter into additional agreements to confirm the rights granted herein, expand scope of rights granted to us, or otherwise with respect to the User Content, and to the extent such other agreements conflict with these TOS, the terms of such other agreements shall control.
 - 3.4. *Representations and Warranties.* By submitting User Content to the Site or in connection with any Service, you acknowledge, represent, and warrant that:
 - 3.4.1. You own or control all necessary rights in and to the User Content, and you have the full right and authority to grant the rights, licenses, and permissions in these TOS;
 - 3.4.2. The exercise of the rights granted by you herein shall not violate any laws or otherwise infringe upon the rights of any person or entity, including copyright, trademark, privacy, publicity, or other personal or proprietary rights, or contain libelous, defamatory or otherwise unlawful materials;
 - 3.4.3. The exercise of the rights granted by you herein shall be without any obligation to make any payment of any nature to you (except as expressly provided in connection with any Service) or any other person or entity;
 - 3.4.4. To the extent that you receive payments from us in connection with any Service, you acknowledge and agree that any such payments to you are inclusive of all payments otherwise due to any person or entity; and
 - 3.4.5. To the extent you do not own any underlying musical compositions, sound recordings, samples, publicity rights, or other materials or content in your User Content, it is your obligation to secure all appropriate permissions, clearances, licenses, or other authorizations and agreements, and, as applicable, to pay directly all third-party fees and royalties as may be required, including, but not limited to, with respect to artists, band members, authors, co-authors, copyright owners and co-owners, publishers, producers, or any other person who performed in the making of your User Content, and in connection with mechanical royalties, digital phonograph delivery royalties, public performance royalties, payments that may be required under any collective bargaining agreements or statutory schemes, or any other royalties, fees, and/or sums payable with respect to your User Content, and at our request you shall provide us with confirmation of such authorizations and payments.
4. **Notice and procedure for making claims of copyright or other intellectual property infringements.**
- 4.1. We respect the intellectual property of others and takes the protection of copyrights and all other intellectual property very seriously, and we ask our users to do the same. Infringing activity will not be tolerated on or through the Site or the Service.
 - 4.2. Our intellectual property policy is to (i) remove material that we believe in good faith, upon notice from an intellectual property owner or their agent, is infringing the intellectual property of a third party by being made available through the Site, and (ii) remove any User Content posted to the Site by “repeat infringers” We consider a “repeat infringer” to be any user that has uploaded User Content to the Service and for whom we have received more than two takedown notices with

respect to such User Content. We have the right, at our sole and complete discretion, however, to terminate the account of any user after receipt of a single notification of claimed infringement or upon our own determination.

- 4.3. *Procedure for Reporting Claimed Infringement.* If you believe that any User Content made available on or through the Site or the Revelator Service have been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a “**Notification of Claimed Infringement**” containing the following information to the Email address detailed identified below. Your communication must include substantially the following:
- 4.3.1. A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed;
 - 4.3.2. Identification of works or materials being infringed, or, if multiple works are covered by a single notification, a representative list of such works;
 - 4.3.3. Identification of the specific material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
 - 4.3.4. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and an electronic mail address at which you may be contacted;
 - 4.3.5. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - 4.3.6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You should consult with your own legal counsel to confirm your obligations to provide a valid notice of claimed infringement.

Please Email claimed infringement notices to: legal@revelator.com (“**Claimed Infringement Email**”)

- 4.4. *Procedure for Counter Notification to a Report on Claimed Infringement.* If you receive a notification from us that material made available by you on or through the Site or the Service has been the subject of a n Notification of Claimed Infringement, then you will have the right to provide Revelator with what is called a “**Counter Notification**”. A Counter Notification must be in writing, provided to our Claimed Infringement Email, and include substantially the following information:
- 4.4.1. A physical or electronic signature of the subscriber;
 - 4.4.2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
 - 4.4.3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

A party submitting a Counter Notification should consult legal counsel to confirm the party’s obligations to provide a valid counter notification.

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

5. **Indemnification:**

You agree to fully indemnify and hold us and our subsidiaries, affiliates, directors, officers, agents, contractors, partners, affiliates, employees, contractors, co-branders, advertisers, and other partners

(collectively, the “**Indemnified Parties**”) harmless, and upon our request, defend us and/or the Indemnified Parties, from and against any and all losses, liabilities, damages, claims, costs, expenses, or demands (including reasonable attorneys’ fees and costs), due to or arising out of (i) your use of the Site or Services; (ii) your violation or breach of any representation, warranties or other terms in these Terms and Conditions; (iii) your violation of any rights of any third party; and (iv) any dispute between you and any other user of the Site or Services. Without limitation, you agree to reimburse us and our Indemnified Parties on demand for any payments made in resolution of any liability or claim that is subject to indemnification under this Section. We shall promptly notify you of any such claim, and you may assume control of the defense of such claim with counsel subject to our reasonable approval, provided that you obtain and post an appropriate bond for our benefit, and we shall have the right in all events to participate in the defense thereof. In accordance with Section 7 below, if a claim is made we will have the right to withhold payment of any monies due you in an amount reasonably related to the claim and potential expenses. Your sole remedy as a result of any breach or alleged breach by us of these TOS or other applicable terms and conditions or agreements is limited to your ability to discontinue use of the Site and your ability to terminate your participation in any Services in accordance with the terms thereof.

6. Limitations and Disclaimers:

THE SITE, THE SERVICES, AND THE CONTENT THEREON ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS. WE MAKE NO, AND EXPRESSLY DISCLAIM ANY AND ALL, WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE AND/OR THE SERVICES.

Without limiting the foregoing:

- 6.1. We and the Indemnified Parties are not responsible for any incorrect or inaccurate information in the Site Content. We and the Indemnified Parties are not responsible for the content of, accuracy of, or statements or opinions expressed by third parties in any Site Content, including any User Content or in advertisements or solicitations. We are not responsible for the conduct, whether online or offline, of any user of the Site. Site Content is not investigated, monitored, or checked for accuracy or completeness by us. We do not make editorial decisions related to User Content. Inclusion of any Site Content, including links to other websites, does not imply approval or endorsement of the Site Content by us.
- 6.2. You understand the speculative nature of the music industry, and we make no guarantees whatsoever with respect to the marketing, promotion, acceptance, development, or popularity of you, your band, your music, or otherwise in connection with your use of the Site or Services; and we further make no guarantees whatsoever that any materials you create or distribute using our Site or Services, including your music, will achieve any results or be purchased or otherwise used by any third party.
- 6.3. The Site and the Services may be temporarily unavailable from time to time for maintenance or other reasons. We are not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the Site or the Services. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment or software, or the failure of email on account of technical problems or traffic congestion on the Internet or at any web site or blocking from the destination mail servers, including injury or damage to any person’s computer related to or resulting from participating or downloading materials in connection with the Site or the Services. Under no circumstances will we be responsible for any loss or damage, including personal injury or death, resulting from anyone’s use of the Services, the Site, or any Site Content.
- 6.4. **IN NO EVENT WILL WE AND THE RELATED PARTIES BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR ANY LOST PROFITS AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, EVEN IF WE ARE AWARE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6.5. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT WILL THE AGGREGATE OF OUR AND THE RELATED PARTIES' LIABILITY TO YOU FOR ANY CAUSE, LOSS, COST, DAMAGE, OR CLAIM WHATSOEVER, INCLUDING ATTORNEYS' FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS, AND REGARDLESS OF THE FORM OF THE ACTION, EXCEED THE LESSER OF: (A) THE AMOUNT PAID, IF ANY, BY YOU TO US FOR THE SERVICES FOR THE PRECEDING THREE (3) MONTHS; AND (B) SEVEN HUNDRED DOLLARS (\$700 U.S.). YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK. THIS ALLOCATION OF RISK AND THE DISCLAIMER OF WARRANTIES HEREIN ARE A FUNDAMENTAL ELEMENT OF THESE TERMS AND CONDITIONS.**

7. **Payments and Refund Policy:**

- 7.1. Certain parts of the Site and Services may be accessed and used without charge. For use of certain Services, you are required to pay applicable fees which may change from time to time subject only to your right to terminate such Services in accordance with the terms thereof. Fees vary by Service. Current fee schedules are available on the Site or in your Dashboard. You are responsible for payment of all applicable fees incurred by your Site account. All fees due from you to us hereunder, including to the extent applicable, monthly subscription fees, annual subscription fees, one-time product purchase fees, recurring fees, annual renewal fees, third-party fees, applicable taxes, charge-back fees, resubmission fees, late payment fees, takedown fees, change request fees, and reinstatement fees, are referred to herein as “**Service Fees**”.
- 7.2. You agree that we may charge all Service Fees to the payment method (e.g., credit card, PayPal account, debit card, etc.) you have provided in your Dashboard. You are responsible for the timely payment of all Service Fees. It is your responsibility to notify us if your payment method has changed by making the appropriate changes to your account settings. If you do not provide a valid payment method, or if you're designated payment method is determined by us to be inactive for any reason, we may immediately discontinue providing Services to you. You agree not to cause your credit or debit card company to reverse or “chargeback” any Service Fees charged in accordance with these TOS; and in the event you do so, we may terminate your use of the Site and Services, and you agree to reimburse us for any costs incurred in responding to such chargeback, including, without limitation, our actual costs paid to the credit or debit card company, including chargeback fees, and the value of the time our employees spend on the matter as determined in our discretion in good faith.
- 7.3. In connection with certain Services for which proceeds may be due and payable to you, we will post such proceeds in U.S. Dollars to an account designated as your account and available for review in your Dashboard (“**Revelator Credit Account**”). Funds designated in your Revelator Credit Account will be pooled in a bank account with other Service users' funds until you withdraw such funds. You will not receive any interest or other earnings on funds posted to your Revelator Credit Account. You acknowledge that we may collect and receive interest or other earnings or incentives from banks that hold proceeds in a pooled account, and you waive and irrevocably transfer and assign to us any rights that you may have therein.
- 7.4. In connection with certain Services for which proceeds may be due and payable to your Revelator Credit Account, you will be able to withdraw funds posted to your Revelator Credit Account to a PayPal account designated by you once your Revelator Credit Account balance has a minimum amount of five dollars (\$5.00 U.S.) plus any applicable PayPal transaction fees. You are always responsible for paying all applicable transaction fees, bank fees, or other charges related to your withdrawal of your funds. Withdrawals from a Revelator Credit Account may only be made to a PayPal account associated with the authorized user of the Revelator Credit Account. It is your responsibility to ensure that all of your account information is correct and updated as necessary. We will not be responsible for any payments made to the wrong account.
- 7.5. We may offer (at our sole and complete discretion) from time to time other withdrawal mechanisms (such as bank transfers) in order for you to withdraw funds from your Revelator Credit Account and the provisions set forth in Section 7.4 (together with all other terms and conditions stipulated herein) shall apply to such mechanisms *mutandis mutandis*.
- 7.6. In connection with your Revelator Credit Account, you may be required to provide to us with proof of identification and your taxpayer information as required by the IRS, including IRS Form W-9.

- 7.7. You agree that we are authorized to deduct all Service Fees or other amounts due to us from any monies held on your behalf in your Revelator Credit Account. With respect to payments posted to your Revelator Credit Account, you shall be solely responsible and liable for, and we shall have no responsibility or liability for, any bad debts, fraudulent purchase activity, disputed payments, and refunds, and in connection therewith, we may deduct amounts from your Revelator Credit Account. You further agree that if we receive any claim or threat or a claim that is related to your use of the Site or Service, or if we have, in our good faith discretion, reason to suspect that you or your account is in violation of these TOS, we may block your ability to withdraw funds from your Revelator Credit Account, and such funds or portion thereof, at our election, will be forfeited by you and automatically and irrevocably transferred and assigned to us. If in our reasonable business judgment we elect to engage an attorney to review or respond to any claim or threat of a claim with respect to your use of the Site or Services, we shall, in our sole discretion, have the right to deduct from your Revelator Credit Account or charge your account an additional fee of a minimum of seven hundred dollars (\$700 U.S.) to offset the costs of associated legal fees and expenses. Any deduction(s) pursuant to this Section will not relieve you of any obligation to pay the remainder of any amounts due from you to us.
- 7.8. If your Revelator Credit Account has a balance of less than five dollars (\$5.00 U.S.) for at least three hundred sixty five (365) continuous days, then we may, in our sole discretion, close your Revelator Credit Account and terminate your participation in the related Service(s). If you or we terminate your participation in any related Service(s) and you have less than five dollars (\$5.00 U.S.) in your Revelator Credit Account, your Revelator Credit Account balance (of less than five dollars (\$5.00 U.S)) will be paid to us as a termination fee to cover our administrative costs.
- 7.9. Any objection relating to funds posted to your Revelator Credit Account or related sales and accounting data, or any claim arising therefrom, must be made in accordance with Section 7.10 below no later than one (1) year after the date such funds are posted to your Revelator Credit Account, and you hereby waive any longer statute of limitations that may be permitted by law.
- 7.10. We may in our sole and complete discretion provide free trials of certain Services for a limited period of time so that you have an opportunity to “try before you buy.” If you are not satisfied or do not wish to use the Service any longer, please cancel the Service prior to the end of the free trial period or the renewal date, as applicable. We do not offer refunds for our Services once the free trial period has expired and you have elected to continue your use of the product. If you elect to cancel your subscription to a Service, we do not provide a refund for the remainder of the applicable billing period. We will provide a refund in the case of (i) a service/product malfunction which you have reported to support@revelator.com while the applicable Service is still active, so that the malfunction can be verified; and (ii) a billing error for an unsubscribed Service for which you have provided confirmation of the un-subscription before (not on or after) the renewal date on file for the Service in question.

8. Confidentiality:

You acknowledge and agree that in the course of using certain Services you may become aware of certain otherwise confidential information related to our business and business practices. Except to the extent that such information is otherwise generally available to third parties or is required to be divulged by operation of law, you agree to keep such information confidential.

9. Usage Data:

We may collect certain tracking and usage data generated or provided by users who visit or interact with your profile on the Site, or by users of products or other materials distributed in connection with your use of certain Services, including, but not limited to, personally identifiable information (“Usage Data”). We may provide all or part of the Usage Data to you. You agree to comply with all applicable laws with regard to your use of Usage Data. You will not transfer or disclose any Usage Data to any third party. We are not responsible for the accuracy of Usage Data, and we disclaim any and all liability relating thereto.

10. Termination:

- 10.1. You may terminate your use of the Site at any time. You may terminate these TOS with respect to any Service provided you have paid all applicable Service Fees by effecting a termination from your Dashboard.

- 10.2. We may cancel your user registration and terminate your use of the Site or Services at any time with or without cause, in our sole and complete discretion, and with or without notice, including for your failure to make any payment when due or your breach of your representations, warranties, and covenants in these TOS; provided, however, that we have no obligation to monitor your use of the Site or Services.
- 10.3. We may delete any of your User Content, information, or other data from the Site or Services at any time, and we have no obligation to maintain copies of any deleted information.
- 10.4. Any provisions of these TOS that by their nature should continue after termination of your use of the Site or any Services will continue to apply even after the expiration or termination of these TOS or your use of the Site or any Services.

11. **Governing Law:**

- 11.1. *Governing Law.* This TOS shall be governed by and interpreted in accordance with the laws of the State of Israel, without regard to conflict of laws provisions. You hereby expressly submit and consent to the jurisdiction of the District Court located in Jerusalem, Israel. The foregoing provision of this Applicable Law Section does not apply to any claim in which we seek equitable relief of any kind. You acknowledge that, in the event of a breach of this Agreement by us or any third party, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against us, and your only remedy shall be for monetary damages, subject to the limitations of liability set forth in this TOS.
- 11.2. *Claims.* You agree that, notwithstanding any other rights you may have under law or equity, any cause of action arising out of or related to this TOS, the Services or the use of the Site, must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

12. **Notices:**

All notices required or permitted to be given under these TOS will be in writing and delivered to the other party by any of the following methods: (i) next day delivery by recognized overnight delivery service, or (iii) electronic mail.

If you give notice to us, you must use the following addresses: (i) Attn: Legal Dept., Revelator Ltd., 1 Hasoreg St., Suite 400, Jerusalem, Israel 9414501; or (ii) legal@revelator.com.

If we provide notice to you, we will use the contact information provided by you to us. All notices will be deemed received as follows: (i) if by overnight courier, on the date receipt is confirmed by such courier service, or (ii) if by electronic mail, 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated. If applicable law requires that a given communication be "in writing," you agree that email communication will satisfy this requirement.

12. **Miscellaneous:**

These TOS will be binding upon each party hereto and its successors and permitted assigns. These TOS will not be assignable or transferable by you without the prior written consent of us. We may freely assign or transfer any rights granted by you to us under these TOS. These TOS (including all of the policies, exhibits and other agreements described in this TOS, which are hereby incorporated herein by this reference) contain the entire understanding of the parties regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. Subject to Section 11.2 above, No failure or delay by a party in exercising any right, power or privilege under these TOS will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. You and we are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by these TOS. The invalidity or unenforceability of any provision of these TOS will not affect the validity or enforceability of any other provision of these TOS, all of which will remain in full force and effect. The headings used in this TOS are for convenience only, do not constitute a part of this TOS, and shall not be deemed to limit or affect any of the provisions hereof.

Distribution TOS

Appendix A – Distribution of Digital Content Terms of Service

In addition to the general terms and conditions referred to as the TOS, which are incorporated herein by reference, the following additional terms and conditions (“**DTOS**”) apply to your use of Revelator’s digital distribution service (“**Distribution Service**”). Capitalized terms used herein and not defined shall have the respective meanings set forth in the TOS. If you do not agree to this DTOS, do not use the Distribution Service.

1. Description of Service:

The Distribution Service digitally distributes your music through various digital Internet retailers. You must be a registered user of the Site to use the Distribution Service. Additional information about the Distribution Service is located on the www.revelator.com

2. Defined Terms:

The following terms shall have the following meanings for purposes of these DTOS:

“**Album Release(s)**” shall mean the Digital Distribution of multiple Recordings to the DSPs as a single album or extended play (EP) format and not to exceed one hundred (100) tracks.

“**Digital Distribution**” or “**Digitally Distribute**” shall mean the digital distribution of Recording(s) for the sublicensing, sale, public performance, electronic transmission, or other distribution to end users in any media whether now known or existing in the future, including, but not limited to permanent digital downloads, limited or temporary digital downloads, ringtones, ring-back tones, interactive streaming, non-interactive streaming, and cloud services, whether or not a direct or indirect charge is made to receive the transmission and whether or not such transmission results in a specifically identifiable reproduction of any Recording(s) by or for any transmission recipient.

“**Recording(s)**” shall mean sound recordings and audiovisual recordings of underlying musical compositions that you provide, or previously provided, to us for Digital Distribution as Release(s), together with materials submitted therewith including, but not limited to, associated metadata, copyright management information, artwork, graphics, logos, and any other related materials.

“**Release(s)**” shall mean, as applicable, an Album Release and a Singles Release.

“**Digital Service Provider**”, “**DSP(s)**” shall mean our licensees and the digital Internet consumer stores with respect to which we have agreement(s) (weather directly or indirectly) to Digitally Distribute Recordings. DSPs may change from time to time with the addition or removal of certain Internet consumer stores within our sole discretion, subject only to your right to terminate your use of the Distribution Service as provided in Section this DTOS below. Singles Releases and Albums Releases may be distributed to all current DSPs. The DSPs applicable to any particular Release will be identified in your Dashboard. With respect to any new DSPs added during the Term of a Release, we may, but are not obligated to, submit your applicable Recording(s) to such new DSPs. With respect to any DSPs removed during the Term of a Release, your applicable Recording(s) may be removed from such DSPs.

“**Single Release(s)**” shall mean the Digital Distribution of a single Recording to the DSPs as a single track.

3. Submission of Materials and Ownership:

Recordings and all relevant information shall be submitted to us for Digital Distribution as Releases from your Dashboard in accordance with and subject to the TOS, and such submissions shall be deemed User

Content and subject to all applicable representation, warranties, and agreements thereunder. Without limiting the foregoing, to the extent you do not own any underlying musical compositions, sound recordings, samples, publicity rights, or other materials or content in your User Content, it is your obligation to secure all appropriate permissions, clearances, licenses, or other authorizations and agreements, and, as applicable, to pay directly all third-party fees and royalties as may be required, including, but not limited to, with respect to artists, band members, authors, co-authors, copyright owners and co-owners, publishers, producers, or any other person who performed in the making of your User Content, and in connection with mechanical royalties, digital phonograph delivery royalties, public performance royalties, payments that may be required under any collective bargaining agreements or statutory schemes, or any other royalties, fees, and/or sums payable with respect to your User Content, and at our request you shall provide us with confirmation of such authorizations and payments.

4. **Authorization:**

Without limitation of your grant of rights in the TOS, such rights include the right to Digitally Distribute all Recording(s) as Release(s) and to otherwise use the Recordings to the extent necessary to facilitate such Digital Distribution, including the rights to:

- 4.1. Reproduce, convert, and create derivative works of your Recordings and related materials for Digital Distribution of your Release(s);
- 4.2. Reproduce, promote, advertise, market, sublicense, sell, publicly perform, display, host, distribute, deliver, transmit, and otherwise exploit and use Recordings and related materials for Digital Distribution of your Release(s);
- 4.3. Display any and all lyrics associated with a musical composition embodied in any Recording in connection with the Digital Distribution of your Release(s);
- 4.4. Use the name(s), voices(s), likeness(es), photograph(s), images, artwork, logos, trademarks, service marks, biographical materials, and other rights of publicity with respect to materials and information that you provide to us in connection with the Digital Distribution of your Release(s);
- 4.5. Collect all income deriving from the Digital Distribution of your Release(s);
- 4.6. Exercise all rights granted herein, including the right to edit and publicly perform Recordings and related materials consistent with industry- standards, for purposes of publicizing, promoting, marketing, and advertising the availability of the Recordings for Digital Distribution; and for purposes of creating ringtones, ring-back tones, or for other mobile uses, to the extent applicable for Digital Distribution; and
- 4.7. Sublicense all rights granted in this Section to DSPs or other licensees.

Notwithstanding the foregoing, you agree not to use any other Digital Distribution service with respect to any DSPs except only to the extent that an Internet consumer store is no longer a DSP hereunder.

5. **Distribution service:**

- 5.1. Revelator will submit your Recordings to DSPs for Digital Distribution in accordance with the type of Release you have purchased from us and these DTOS. The scope and type of Digital Distribution provided by each DSP varies in accordance with the particular service(s) any particular DSP offers. Notwithstanding anything to the contrary in these DTOS without limitation, Revelator reserves the right to decline to distribute or discontinue the distribution of any Recording(s) in our sole discretion.
- 5.2. Your Dashboard will indicate which types of Releases are currently available for your account, which may vary by customer and change over time.
- 5.3. As part of the compensation paid by you to Revelator, Revelator provides (“**ISRCs**”) or Universal Product Codes (“**UPCs**”) for your Recording(s). These are for use only in connection with the Distribution Service provided by us and may not be transferred or resold. If you have previously obtained ISRCs or UPCs for your Release(s) from another source, you shall provide such previously-assigned ISRCs or UPCs when submitting you Recording(s) to us.
- 5.4. You acknowledge that in providing the Distribution Service and payments hereunder, we have entered into one or more agreements with respect to the DSPs (“**DSP Agreements**”), and you agree that these DTOS shall be subject to any applicable terms and conditions of the DSP Agreements, and to the extent of any conflict the terms of the DSP Agreements shall control. DSPs may also have policies related to fraud, suspected fraudulent activities, illegal activities, or

infringement, and you agree that it is your responsibility to investigate such policies and that such policies shall be binding upon you hereunder.

6. Distribution Service Fees And Payment:

For each Release, you are required to pay the applicable Service Fees in accordance with our policies set forth in the TOS. Current fee schedules are available on the Site or in your Dashboard. These fees may be amended from time to time by us without notice to you. You are solely responsible for all charges, fees, duties and taxes, incurred by your user account in connection with the Distribution Service.

7. Sales Income:

- 7.1. We will pay you an amount equal to one hundred percent (100%) of our actual receipts in connection with the Digital Distribution of your Release(s) minus any applicable disbursements of funds fees as to be determined by us from time to time and except as otherwise provided in these Distribution Terms (“**Sales Income**”) or as amended by us from time to time. Sales Income will be posted in U.S. Dollars to your Revelator Credit Account in a timely fashion after our receipt thereof together with related sales and accounting data. To the extent that you owe any amounts to us as a consequence of the TOS or otherwise, we shall have the right to deduct all or a portion of such amounts from any Sales Income otherwise payable to you.
- 7.2. Without limiting the TOS, in the event that we have, in our good faith discretion, reason to suspect that your account has been subjected to and/or involved in fraudulent or infringing activities: (i) we reserve the right to discontinue the posting of Sales Income to your Revelator Credit Account and block your ability to otherwise withdraw funds therefrom; (ii) Sales Income will be forfeited by you; (iii) if in our reasonable business judgment we elect to engage an attorney in connection therewith, we shall, in our sole discretion, have the right to deduct from any monies otherwise payable to you hereunder or charge your account an additional fee of a minimum of seven hundred dollars (\$700 U.S.) to offset the costs of associated legal fees and expenses; and (iv) notwithstanding the foregoing, any other costs incurred by us (including total legal fees and expenses) in connection therewith may be deducted by us from any monies otherwise payable to you hereunder.
- 7.3. As we receive sales information from the DSPs with respect to your Recording(s), we will make this information available to you through your Dashboard. As we receive this information, we will use all reasonable efforts to provide it to you as soon as possible and reasonable. This information comes from a DSP and we are not responsible for any errors or inaccuracies in the information.
- 7.4. You acknowledge and agree that we and any of the DSPs shall have the right to market, promote, advertise, and distribute Recordings in connection with Digital Distribution promotional programs for which we or the DSPs receive no payment, and in connection with such promotions we and the DSP shall have no payment obligations to you.
- 7.5. For certain Digital Distribution outside of the United States, DSPs customarily secure and pay for music publishing licenses (and such license fees may or may not be deducted by the DSP concerned from the proceeds payable to us). If a DSP does not make all necessary payments to secure the appropriate music publishing licenses, we may, but are not obligated to, make certain payments for the music publishing licenses required in connection with such DSP's Digital Distribution, and in connection therewith we shall have the right to deduct any payments we may make with respect to such licenses from any amounts payable to you hereunder.
- 7.6. You acknowledge and agree that you will not use any automated means or method that is not authorized by any applicable DSP, including bots, botnets, robots, spiders, scrapers, data mining tools, automated scripts, or the like, to access your Recording(s) from the DSPs to generate plays, public performances, streams, or other uses of, or interactions with, your Recording(s) for the purpose of generating fraudulent Sale Proceeds or otherwise.

8. TERMINATION:

- 8.1. You may terminate your use of the Distribution Service in accordance with the TOS. Following our receipt of your written notice of termination, subject to our rights in Section 8.3 below, we may notify all applicable DSPs to discontinue the distribution and sale of the applicable Recording(s). You will not be entitled to reimbursement of any pre-paid fees with respect to any terminated Recording(s).

- 8.2. Upon our termination of your use of the Distribution Service in accordance with the TOS subject to our rights in Section 8.3 below, we may notify all DSPs to discontinue the distribution and sale of your Recording(s). You will not be entitled to reimbursement of any pre-paid fees with respect to any terminated Recording(s).
- 8.3. In the event that the Digital Distribution of any Release is terminated for any reason and you still owe applicable Service Fees (including any applicable takedown fees): (i) we may elect to continue the distribution and sale of your Release(s); (ii) all rights granted to us hereunder and the DSPs will continue; (iii) we will be entitled to keep one hundred percent (100%) of Sales Income due to you until the applicable Service Fee is fully recouped; and (iv) you will continue to be responsible for all of your obligations under these DTOS. Following our recoupment of the Service Fees due and owing to us, we will notify all applicable DSPs to discontinue the distribution and sale of the applicable Release(s) and these Distribution Terms will terminate. In the event that your Release has not been taken down as a result of your non-payment of Service Fees, and you would like to re-activate the Distribution Service, you may pay our then-current reinstatement fee, if any, and, upon our receipt of such fee, your Revelator Credit Account will be reactivated and any Sales Income thereafter due to you after our receipt of such payments will be paid to your Revelator Credit Account. Reinstatement will not cause any payments retained by us to be paid to you. When you pay the reinstatement fee and re-subscribe to the Distribution Service, you will again be obligated to pay all applicable Service Fees.

YOU UNDERSTAND AND AGREE THAT WE AND THE DSP'S HAVE THE RIGHT, BUT NO OBLIGATION, TO MARKET, PROMOTE, AND ADVERTISE YOUR RELEASE(S). WE MAKE NO GUARANTEES WHATSOEVER WITH RESPECT TO THE SCOPE OF EACH DSP'S DISTRIBUTION OF YOUR RELEASE(S), MINIMUM SALES OF YOUR RECORDING(S), PAYMENTS TO YOU UNDER THESE DISTRIBUTION TERMS, THE MARKETING, PROMOTION, OR ADVERTISEMENT OF YOUR RECORDING(S) BY THE DSP'S, OR WHETHER A DSP WILL ACTUALLY OFFER YOUR RECORDING(S) FOR SALE. EACH DSP HAS TOTAL DISCRETION AS TO WHETHER IT WILL OFFER YOUR RECORDING(S) FOR SALE. WE AND THE RELATED PARTIES ARE NOT RESPONSIBLE OR LIABLE TO YOU IN ANY WAY AS A RESULT OF ANY INCORRECT OR INACCURATE INFORMATION IN CONNECTION WITH THE DISTRIBUTION SERVICE, INCLUDING, WITHOUT LIMITATION, INFORMATION PROVIDED BY YOU OR A DSP.

Your privacy is important to us and Revelator knows that you care about how your personal information is used and shared, and we take your privacy seriously.

Please take the time to read our Privacy Policy below to make sure you understand and agree with it. By visiting Revelator websites and using our services and submitting information you acknowledge that you accept the practices and policies outlined in this privacy policy ("**Privacy Policy**").

Why does Revelator collect personal information and what does this Privacy Policy Cover:

We need your personal information (i.e., information by which you are individually identifiable) in order to provide you our services, pay you, get your content to our partners, answer questions you may have, keep track of all the things happening with your account, provide customer support, collect fees, provide new opportunities, contact you in case of incomplete information, and deliver new products, updates and a high quality customer experience. This Privacy Policy covers Revelator's treatment of information with respect to the above.

Information which Revelator collects:

In order to provide you any of service or products, Revelator is in need of personal information from you which may include: (i) email and physical address, (ii) telephone numbers, (iii) name of account holder/s, (iv) billing information in order to collect from you the various fees and charges for any of our services and/or products which may include: credit/charge card information, (v) bank account and/or PayPal account information in order for Revelator to deposit money you are entitled to receive pursuant to distribution of your music, (vi) social security number when and if applicable, (vii) tax identification number when and if applicable, (viii) information which will help you remember your Revelator login information in case you forget such login information, and (ix) information personal information for an individual which you choose to send and/or onboard to any of Revelator's services and such information is used by Revelator only in connection with the purpose for which such information was collected by Revelator.

Revelator may choose to collect other non-personal information for you which may include: (i) name of your songs, albums and associated artists, (ii) year in which a recording was created and/or released, and (iii) identity of person who owns and/or controls the rights of the works (including songs and albums) which you deliver to Revelator.

By using Revelator services and/or products. You hereby agree that Revelator shall have the right to (i) provide any information with respect to the sales and/or distribution of your recordings to third parties and aggregate such information in charts and any other comparative informational materials and to disseminate the same in any manner.

Revelator may from time to time present you with a voluntary survey about our current or possible services and/or products which solicits non-personal information from you.

Disclosure of your personal information:

We take your privacy very seriously. In order for us to deliver and offer our services and/or products to you it might be needed that people working for Revelator view your personal information in order to make sure we are providing you with the best service possible. However, such access will be on a need-to-know basis only and any person viewing your personal information will be required to keep your personal information confidential and use it only pursuant to the Revelator privacy policy.

It may occur that with improvements and/or additions to our existing services and/or products it may be to your advantage for Revelator to make specific personal information about you available to entities that Revelator has a relationship with or that perform work for Revelator so that they can provide products and/or services to you on our behalf. These companies may help us process information, extend credit, fulfill customer orders, deliver products to you, manage and enhance customer data, provide customer service, assess your interest in our products and services, process payment of any sort or conduct customer research or satisfaction surveys. We will provide these companies with only the personal information that they require to perform the task for which they have been hired to do. **These companies shall protect your personal information in accordance with Revelator's privacy policy.** Without such information being made available, it would create difficulties for us to sell your music, upload your music, upload your album artwork, provide you with many services functionalities (such as analytics), purchase products and services, have products delivered to you, receive customer service, provide us feedback to improve our products and services, or access certain services, offers and content on the Revelator website.

Your personal information may also be disclosed to law enforcement officials or third parties if Revelator is required to do so pursuant to law. In addition, in the event that Revelator receives notification that any content you have posted online using the Revelator service infringes on the rights of a third party, Revelator may, in its good faith and sole discretion, to disclose your contact information to such third party.

Protection of your personal information:

Your Revelator Account Information is protected by a password for your privacy and security. You need to protect unauthorized access to your account and Information by selecting and protecting your password appropriately and limiting access to your computer and browser by signing off after you have finished accessing your account. If you share your password or your

Information with others, remember that you are responsible for all actions taken in the name of your account. If you lost control of your password, you may lose substantial control over your Information and may be subject to legally binding actions taken on your behalf. Therefore, if your password has been compromised for any reason, you should immediately notify Revelator and change your password immediately.

Revelator attempts to protect user information to ensure that user account information is kept private; however, Revelator cannot guarantee or ensure the security of user account information. Not even the U.S. government appears capable of securing highly sensitive personal and national security information from unauthorized access, use, and exploitation. Unauthorized entry or use by third parties, hardware or software failure, and other factors may compromise the security of user information at any time, including your Information.

Accuracy of your personal information:

Revelator works hard to keep your personal information safe, accurate, complete and as current as possible. You can help us keep your personal information accurate by updating such information whenever appropriate.

Internet Protocol Addresses, cookies and other:

As is the case with many websites, the Revelator website logs your IP address and uses standard technology called cookies, which are small data files that are downloaded onto your computer when you visit the Revelator website. Cookies automatically identify your browser to the Revelator website server whenever you interact with the Revelator website. We use cookies and the information they provide to improve our services and the quality of your experience while visiting the Revelator website.

You do have the possibility to set your browser to notify you when a cookie is enabled, allowing you to have the choice to reject or disable the cookie; however, it is possible that some portion or functions of the Revelator website or its participating partners' websites may not work as well or at all if you disable your cookies.

We may use third party service providers for the purpose to help us analyze certain online activities. For example, these service providers may help us measure the performance of our online campaigns or analyze visitor activity on the Revelator website. We may permit these service providers to use cookies and other technologies to perform these services for Revelator.

Revelator as many websites gather certain non-personal information automatically and store it in log files, including things like your IP addresses, browser type, Internet service provider, referring/exit pages, operating system, date/time stamp, and clickstream data. None of this information identifies you directly. Revelator may also enable this technology for use in ways that are commonly accepted by industry practice.

Message boards, chat rooms and instant messaging:

In the event that Revelator launches community-based services such as message boards, blogs, instant messaging and other similar services, you should be aware that any information you share is visible to other users. **Please note that information that you submit to one of these forums can be read, collected or used by other individuals to send you unsolicited messages. Revelator is not responsible for the personally identifiable information you choose to submit in these forums – you are solely responsible for any content that you post there, including, but not limited to, any personal information that you choose to reveal in these public forums.** In using any of these services, you agree that you will not use them for any purpose that is unlawful or in violation of Revelator's Terms and Conditions. Please note that Revelator may, in its sole discretion, monitor postings in these forums to assure that users are complying with the Revelator Terms and Conditions

Links to other websites:

It is possible that at some time Revelator might link to other websites. If we do, and you choose to go to these other websites, please be aware that such websites may not be affiliated with Revelator and are not subject to Revelator's Privacy Policy. We encourage you to carefully review such other websites' respective privacy policies and ask questions directly of them in this regard.

Changes to Revelator's Privacy Policy:

As Revelator grows, changes, and expands to suit your needs, we may need to modify, alter or otherwise update this privacy policy. **When we make changes to this Privacy Policy we will notify you here, so we encourage you to review this Privacy Policy from time to time.** We may also attempt to notify you of any such changes to our Privacy Policy via email or by placing a notice on our home page, but are not required to do so.

Acceptance of Revelator's Privacy Policy:

By using the Revelator website, you consent to the collection, use and disclosure of your personal information by Revelator in accordance with this Privacy Policy.

Questions about Revelator's Privacy Policy:

If you have any questions, concerns or thoughts about the privacy of your personal information while using the Revelator website or this Privacy Policy, please feel free to contact us at help@revelator.com