

Terms and Conditions

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1. About

1.1 SoleMusic accessed at www.solemusic.co ("SoleMusic " or the "Website") is a social media website and application service that allows users to upload photos and audio to their profile, SoleMusic sets the monthly subscription price and therefore Creators earn money from any paying subscribers ("Fans"). SoleMusic Technology, LLC is operated by Kamanzi Capital Group, LLC registered address: 3215 Wooded Glen Way Euless, Texas 76040.

1.2 These Terms of Service, together with our Privacy Policy ("Terms"), govern your use of SoleMusic, including any content, functionality, and services offered on or through the Website. By registering with and using SoleMusic, you hereby accept and agree to be bound by and abide by these Terms. If you do not want to agree to these Terms, you must not access or use the Website.

1.3 This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

1.4 We reserve the right to make changes to these Terms at any time and at our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. By continuing to use SoleMusic after such notice, you agree to these Terms as modified. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

1.5 By using SoleMusic you consent to receiving communications from us electronically, including emails and messages posted to your SoleMusic account, all as more fully detailed in our Privacy Policy (available here). You acknowledge and agree that all communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. If you wish to withdraw our consent to receiving communications from us at any time, please email solemusichelp@gmail.com, notifying us of your withdrawal of consent.

1.6 We do not own User Content on SoleMusic and views expressed by Users on SoleMusic do not represent the views of SoleMusic. All User Content transactions and interactions on SoleMusic are between Users and at no point does SoleMusic become a party to any transaction or interaction between Users.

1.7 We reserve the right at any time and without notice to:

- 1.7.1 modify, suspend or terminate SoleMusic or any portion thereof;
- 1.7.2 restrict, limit, suspend or terminate your access to SoleMusic or any portion thereof;
- 1.7.3 delete any content you post on SoleMusic if in our reasonable opinion it does not comply with these Terms and/or applicable law;

- 1.7.4 monitor your use of SoleMusic (including any content or message you post or broadcast on SoleMusic) to verify compliance with these Terms and/or any applicable law;
 - 1.7.5 investigate any suspected or alleged misuse or unlawful use of SoleMusic and cooperate with law enforcement in such investigation;
 - 1.7.6 disclose information about your use of SoleMusic in connection with law enforcement investigation of any suspected or alleged illegal activity, or in response to a lawful court order; or
 - 1.7.7 change the payment or payout processor that enables you to make or receive payments as a User.
- 1.8 From time to time, we may restrict access to some parts of the Website, or the entire Website, to Users.

2. How It Works

2.1 SoleMusic is a social media platform that lets you create a User profile, which in turn allows you to:

- 2.1.1 upload and post photos and audio for access by your Fans; and/or
- 2.1.2 subscribe to another User's profile to view their otherwise restricted audio.

2.2 The term "User" refers to all users, whether using the Website to earn money or to subscribe to others.

2.3 The term "User Content" means any and all media uploaded by Users.

3. Account Registration

3.1 To register and create an account on SoleMusic, you must provide a valid email address, a username, and a password. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete.

3.2 You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy at <https://solemusic.co/privacy>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

3.3 If you are looking to subscribe to other profiles you will need to add a payment card. When adding a payment card, your card information is stored by a payment processor, which is called Paypal. However, as far as legally possible, SoleMusic reserves the right to change the payment processors it uses at any time and without notice to you. SoleMusic does not store any payment card information.

3.4 If you are looking to earn money from other Users subscribing to your profile, you will need to add a bank account and upload a valid form of ID. You may also need to submit additional legal information, such as a W-9 if you are resident in the United States of America (the exact information required will depend on your country). Your earnings will be paid into your bank account, either via one of our payout processor Paypal. With exception to those Users seeking payment via direct bank wire, SoleMusic does not store any bank account information, which is stored by our by our third party payout processors.

3.5 By registering on SoleMusic, you confirm that:

- 3.5.1 all account registration, profile information and content you provide is your own information and the content is truthful and accurate;
- 3.5.2 if you previously had an account with SoleMusic, your old account was not terminated or suspended by SoleMusic for violation of these Terms;
- 3.5.3 you will not use any third party payment processors to accept payments for subscriptions, or any other service, via SoleMusic;
- 3.5.3 you register on SoleMusic for your own personal use and you will not sell, rent or transfer your account to any third party; and
- 3.5.4 SoleMusic reserves the right, at any time, to verify the information which you provide to us as well as your compliance with these Terms and to suspend your account if it is unable to do so to its reasonable satisfaction.

3.6 You are fully responsible for any and all activities that occur on your account and you are responsible for keeping your login details confidential and secure. You agree not to disclose these details to any other person or entity and immediately notify us at solemusichelp@gmail.com if you believe someone has used or is using your account without your permission or if your account has been subject to any other

breach of security. You also agree to ensure that you log out of your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to access, view or record your password or other personal information.

3.7 We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time and at our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

4. Subscriptions, Purchases and Payment of Revenue

4.1 To access another User's content on SoleMusic, you must first add a payment card to your account and then click the 'Subscribe' button on that User's profile. All purchases are final and non-refundable. However, you may cancel your subscription at any time by turning off the 'Auto-Renew' switch located User's Paypal profile or by contacting us at **solemusichelp@gmail.com**, which will allow you to access the User's profile until the end of the existing billing period, where you will lose access to the content and not be re-billed.

5. Refunds

5.1 All purchases made on SoleMusic.co are final and non-refundable. You are entitled to cancel any subscription, for any reason and at any time, thereby ensuring that you will not be billed again for that subscription.

5.2 However, any purchase made on SoleMusic and subsequently subject to a chargeback will result in the User's account being immediately and permanently excluded from SoleMusic.

6. Account Deactivation

6.1 Should you wish to deactivate your SoleMusic account, please contact SoleMusic customer support at **solemusichelp@gmail.com** to submit your deactivation request. We will deactivate your account within 10 working days after receiving your request.

7. Intellectual Property Rights

7.1 Other than User Content, the Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by us, our licensors, or other providers of such material and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

7.2 You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website, except as follows:

- 7.2.1 your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- 7.2.2 you may store files that are automatically cached by your Web browser for display enhancement purposes; and
- 7.2.3 you may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

7.3 If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made.

7.4 Other than User Content, no right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

7.5 The SoleMusic name, logo and all related names, logos, product and service names, designs, and slogans are trademarks of ours or our affiliates or licensors. You must not use such marks without our prior written permission. All other names, logos,

product and service names, designs, and slogans on the Website are the trademarks of their respective owners.

8. License

8.1 Subject to all of the terms, conditions, limitations and restrictions contained in these Terms, we grant to you a conditional, revocable, non-transferable, non-sub licensable, non-exclusive and limited license to use our website and to download and install a single copy of the SoleMusic application on your mobile device for your own lawful and personal use only. You acknowledge and agree that the foregoing license may be revoked and terminated by us at any time and for any reason (including, without limitation, if you violate these Terms or any applicable law). Any use of SoleMusic other than as expressly permitted by these Terms is strictly prohibited. All rights not expressly granted herein are reserved by us.

8.2 We do not warrant that SoleMusic is compatible with all devices and operating systems. It is your sole responsibility to determine whether or not SoleMusic is compatible with your device. From time to time we may make updates to SoleMusic and will make such updates available through the website and/or applicable app store (Apple iTunes for iOS devices, or Google Play for Android devices).

9. Acceptable Use

9.1 We require that all Users respect and comply with these Terms below, at all times, when using SoleMusic.

9.2 You may not:

- 9.2.1 use SoleMusic other than for your own lawful and personal use in accordance with these Terms;
- 9.2.2 impersonate us, one of our employees, another User, or any other person or entity or falsely state, suggest or otherwise misrepresent affiliation, endorsement, sponsorship between you and any other person or entity;
- 9.2.3 falsify account registration information, or make unauthorized use of another's information or content;
- 9.2.4 use SoleMusic in any manner or for any purpose that is illegal or unlawful, including engaging in any activity that violates any right of any person or entity;
- 9.2.5 copy, reproduce, distribute, modify, or create derivative works from, any portion of SoleMusic without our express written permission;
- 9.2.6 use SoleMusic for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- 9.2.7 transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam", or any other similar solicitation;
- 9.2.8 engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm us or Users of the Website or expose them to liability;
- 9.2.9 create, upload, post, display, publish or distribute User

Content that:

(a) is obscene, illegal, fraudulent, defamatory, libelous, hateful, discriminatory, threatening or harassing, or in any way incites violence or any of the aforementioned prohibitions;

(b) violates another's copyright, trademark, right of privacy, right of publicity, or other property or personal right (for example, using the name, likeness, image or other identity of another without proper consent);

(c) promotes or advertises escort services;

(d) promotes or advertises firearms or other weapons, tobacco, drugs, or drug paraphernalia;

(e) promotes any illegal activity, or advocates, promotes, or assists any unlawful act;

(f) causes annoyance, inconvenience, or needless anxiety or is likely to upset, embarrass, alarm, or annoy any other person;

(g) involves commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising;

(h) gives the impression that it emanates from or is endorsed by us or any other person or entity, if this is not the case;

- 9.2.10 remove, erase, modify or tamper with any copyright, trademark or other proprietary rights notice that is contained in any User Content that you do not own;

- 9.2.11 use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;

- 9.2.12 decompile, disassemble, reverse engineer, or otherwise attempt to discover or derive the source code of SoleMusic;

- 9.2.13 interfere in any way with the operation of SoleMusic or any server, network or system associated with SoleMusic, including, without limitation: hacking, mail-bombing, flooding, overloading, or making "denial of service" attacks; probing, scanning or testing the vulnerability of the application or any server, network or system associated with the application; breaching or circumventing firewall, encryption, security or authentication routines; accessing information not intended for you, or accessing another user's account that you are not expressly authorized to access;

- 9.2.14 use SoleMusic for any unauthorized purpose, including, without limitation, for purposes of building a competitive product or service, monitoring the app's availability, performance or functionality, or for any other competitive purposes;

- 9.2.15 use any automated program, tool or process (including without limitation, web crawlers, robots, bots spiders, and automated scripts) to access SoleMusic or any server, network or system associated with SoleMusic, or to extract, collect, harvest or gather content or information from SoleMusic; or

- 9.2.16 make any other use of SoleMusic that violates these Terms or any applicable law.

9.3 Any content posted that is reported by another User or SoleMusic, and that is deemed unacceptable by SoleMusic, will be deleted and the User notified via email. Users who repeatedly violate our Acceptable Use policy may be deactivated. If we become aware that an SoleMusic User is underage, we will promptly deactivate that User's account and delete all information and content of that User from SoleMusic. If you are a parent or legal guardian and become aware that your minor-child has registered on SoleMusic, please immediately notify us at solemusichelp@gmail.com.

9.4 By registering an account with SoleMusic, you represent and warrant that:

- 9.4.1 you are at least 18 years of age;
- 9.4.2 you will fully comply with these Terms;
- 9.4.3 you accept full responsibility for the use of SoleMusic on any device, whether or not it is owned by you;

- 9.4.4 you accept full responsibility for any User Content created or provided by you; and

- 9.4.5 your use of SoleMusic will not violate these Terms or any applicable law.

9.5 If you are using SoleMusic on behalf of a business or other entity, you warrant that you are authorized to grant all the licenses stipulated in these Terms and that you are authorized to bind the business or other entity to these Terms.

10. User Content

10.1 By creating and publishing User Content on SoleMusic, you authorize your Fans to access and view (without downloading or copying) your User Content on SoleMusic for their own lawful and personal use. You also represent, warrant and undertake that:

- 10.1.1 you own, have a valid license to, or otherwise control all rights in and to your User Content;

- 10.1.2 to the extent your User Content includes or utilizes any third-party property, you have secured all rights, licenses, consents and releases that are necessary for the use of such third-party property in your User Content; and

- 10.1.3 your User Content is non-confidential and will be made available to your Fans on SoleMusic.co.

10.2 You grant us and our licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material.

10.3 You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

10.4 You shall indemnify us, our licensees, successors, and assigns against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred arising out of or in connection with your User Content.

10.5 We are not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other user of the Website.

10.6 Upon signing up to SoleMusic.co, you also agree to act as custodian of records for the content that you upload to SoleMusic.co.

10.7 Any questions regarding User Content can be addressed by emailing **solemusichelp@gmail.com**.

11. DMCA

11.1 To comply with the U.S. Digital Millennium Copyright Act (Title 17, United States Code) ("DMCA"), we will respond to proper notifications of claimed copyright infringement and will take appropriate action including removing or disabling access to the allegedly infringing User Content and, if deemed appropriate by SoleMusic, terminating the account of the User who published the content.

11.2 To notify us of claimed copyright infringement, please contact our customer support team by email at **solemusichelp@gmail.com**.

11.3 Under the DMCA, a notification of claimed copyright infringement must include all of the following:

- 11.3.1 a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 11.3.2 identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works are covered by a single notification, a representative list of such works;
- 11.3.3 identification of the 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 the service provider to locate the material;
- 11.3.4 information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- 11.3.5 a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 11.3.6 a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

11.4 If we remove or disable access to your Content in response to a DMCA notification of claimed copyright infringement, we will make reasonable efforts to notify you, and you may make a counter-notification in writing with our Designated Agent listed above.

11.5 A DMCA counter-notification must include all of the following:

- 11.5.1 your physical or electronic signature;
- 11.5.2 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;
- 11.5.3 a statement by you under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and your name, address, and telephone number, and a statement that you consent to the jurisdiction of which you are located and that you will accept service of process from the person who filed the notice of copyright infringement or an agent of such person.

11.6 If we receive a proper counter-notification from you, we will notify the party alleging copyright infringement and will reinstate your User Content that was removed or disabled within 30 business days following our receipt of your counter-

notification, unless the party alleging copyright infringement notifies us first that it/he/she has filed a court action against you.

11.7 Please note that, under the DMCA, any person who knowingly makes material misrepresentations in a notification of claimed infringement or in a counter-notification may be liable for damages.

12. Linking to the Website and Social Media Features

12.1 You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

12.2 The Website may provide certain social media features that enable you to:

- 12.2.1 link from your own or certain third-party websites to certain content on the Website;
- 12.2.2 send emails or other communications with certain content, or links to certain content, on the Website;
- 12.2.3 cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

12.3 You may use these features solely as they are provided by us, solely with respect to the content they are displayed with. However, you must not:

- 12.3.1 establish a link from any website that is not owned by you;
- 12.3.2 cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking;
- 12.3.3 link to any part of the Website other than the homepage; or
- 12.3.4 otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms.

12.4 You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

12.5 We may disable all or any social media features and any links at any time without notice in our discretion.

13. Links from the Website

13.1 If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including, without limitation, banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

14. Referral Program

14.1 Every user with a SoleMusic account has a unique referral URL that allows users to earn income from any other user who signs up via their referral link. In order to ensure the referral is successful, the new user must register with SoleMusic using the same browser that they used to click the referral link.

14.2 For a User to be successfully added to another User's referral program, that user must sign up to SoleMusic via a unique referral URL. In no event will SoleMusic be liable to add a user to a referral account if that user has not signed up via the correct referral link.

15. Disclaimer of Warranties; Limitations of Liability

By using SoleMusic, you acknowledge and agree as follows:

- 15.1.1 SoleMusic and all of its services and features are provided without warranties of any kind, express or implied. To the fullest extent permitted by law, we disclaim any and all warranties, express or implied, with respect to SoleMusic and all of its services and features, including, and without limitation, implied warranties of merchantability and fitness for a particular purpose. We do not warrant

or guarantee the accuracy, usefulness, completeness or reliability of SoleMusic, or the results of your use of SoleMusic. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. We also do not warrant or guarantee that SoleMusic and all of its services and features will be available at any particular time or location; that SoleMusic and all of its services and features will be secure, uninterrupted, and error-free; that any defect or error will be corrected; or that SoleMusic and all of its services and features will be free of viruses and other harmful components. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. To the fullest extent provided by law, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Website or any services or items obtained through the Website or to your downloading of any material posted on it, or on any website linked to it. Your use of SoleMusic and its services and features will be solely and entirely at your own risk. the foregoing does not affect any warranties that cannot be excluded or limited under applicable law;

- 15.1.2 SoleMusic does not warrant or guarantee that use of the Website will be uninterrupted or error free twenty-four hours a day, seven days a week, since SoleMusic may need to carry our maintenance of the Website from time to time. However, SoleMusic will use its reasonable endeavors to carry out any such maintenance of the Website outside of business hours and will endeavor to give reasonable notice where possible, however this may not always be possible;

- 15.1.3 in no event shall SoleMusic be liable under contract, tort, negligence, strict liability or any other legal or equitable theory, for any indirect, incidental, exemplary, special, punitive or consequential damages (including, and without limitation, loss of use, profits, data or information, or loss of business goodwill or opportunity) arising out of or related to your use of (or your inability to use) SoleMusic or any of its services or features, nor shall SoleMusic be held liable in the event your User Content is illegally distributed by another User, however where such distribution does occur please contact us at **solemusichelp@gmail.com** as we are happy to help prevent continuance of such distribution where we are reasonably able to do so; and

- 15.1.4 in no event shall our total and aggregate liability to you and/or others for any and all claims arising out of or related to your use of (or your inability to use) SoleMusic or any of its services or features, exceed one hundred dollars (\$100.00). This does not affect any liability that cannot be excluded or limited under applicable law.

15.2 Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages or total liability, the above limitation may not apply to you. In such case, our total and aggregate liability to you arising out of or related to your use of (or your inability to use) SoleMusic or any of its services or features shall be limited to the maximum extent permitted by law or, if no amount is specified, one hundred dollars (\$100.00).

16. User indemnification

16.1 By using SoleMusic, you agree to indemnify and hold harmless us and our employees, agents, representatives, successors and assigns from and against any and all claims, demands, causes of action, actions, suits, proceedings, judgments, orders, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and legal costs) arising out of or related to any of the following:

- 16.1.1 your use of SoleMusic or any of its services or features;
- 16.1.2 any User Content created, published, or otherwise made available on SoleMusic by you;
- 16.1.3 any transaction or interaction between you and any other User of SoleMusic; and/or
- 16.1.4 your violation of these terms or any applicable law.
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17. Governing Law and Dispute Resolution

17.1 You and we agree that these Terms shall be governed by and construed in accordance with the laws of the United States of America (without regard to the conflict of laws provisions thereof) and that any dispute between you and us concerning SoleMusic or arising out of or related to these Terms shall be resolved exclusively in the courts of the United States of America .

17.2 Except where prohibited by applicable law, any claim or cause of action by you concerning SoleMusic or arising out of or related to these Terms must be filed within one year after such claim or cause of action arose, or be forever barred.

18. Waiver and Severability

18.1 No waiver of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

18.2 If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

19. Entire Agreement

19.1 The Terms constitute the sole and entire agreement between you and us regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

19. Contact

If you have any questions, comments, complaints or concerns about SoleMusic, please contact our support team at **solemusichelp@gmail.com**.