

JAMFEED INC.
TERMS OF SERVICE

(EFFECTIVE JAN 2017)

Background. These terms of service (this "**Agreement**") set forth the legally binding terms between JamFeed Inc., a Delaware corporation ("**JamFeed**," "**us**," or "**we**") and you, as an end user of an iOS or Android application offered by JamFeed (the "**App**") and our related proprietary service (the "**Service**"). For the purposes of this Agreement, use of the App shall be deemed to be use of the Service.

By clicking the "**I AGREE**" button, installing the App or using the Service, you agree, effective as of such date (the "**Effective Date**") to be bound by this Agreement. Our privacy policy ("**Privacy Policy**") is hereby incorporated by reference into this Agreement. You also agree to our Privacy Policy and consent to the practices concerning data collection, transmission and use set forth therein.

YOU ARE ONLY AUTHORIZED TO USE THE APP AND THE SERVICE IF YOU AGREE TO ABIDE BY ALL APPLICABLE LAWS AND THIS AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY AND SAVE IT. IF YOU DO NOT AGREE WITH IT, YOU SHOULD NOT INSTALL THE APP OR SHOULD DISCONTINUE USE IMMEDIATELY.

- 1. Representations About You.** The App is not designed for use by children under the age of 13, and we do not intentionally collect personal information from children. Thus, you represent and warrant to us that you are at least 13 years of age. If you are 13 or older but under the age of 18, you must review this Agreement with your own parent or guardian to make sure that you and your parent or guardian understand it and that they agree to it on your behalf. Also, you represent and warrant that the information that you provide to us about you will be current, true, accurate, supportable and complete, and promise that you will update this information to keep it current.
- 2. License Grant.** Subject to the terms of this Agreement, JamFeed hereby grants you a limited, non-exclusive and nontransferable license to download, install and use the App on any smart phone, tablet or other mobile device that you own or control and to use the content, including them text, pictures, audio, videos, links and information or instructions of JamFeed and/or our licensors made available to you ("**Content**") for your personal, non-commercial use. The App, the Service and the Content are sometimes referred to herein collectively as the "**JamFeed Properties**."
- 3. License Restrictions.** You shall not: (i) copy the JamFeed Properties except as expressly permitted by this license; (ii) modify, translate, adapt, or otherwise create derivative works or improvements of the JamFeed Properties; (iii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the JamFeed Properties or in each case any part thereof; (iv) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notice from the JamFeed Properties; or (v) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the JamFeed Properties, or in each case any features or functionality thereof, to any third party for any reason, including making any of them available on a network where it is capable of being accessed by more than one device at any time. If for some reason these restrictions are prohibited by applicable law or by an agreement we have with one of our licensors, then the activities are permitted only to the extent necessary to comply with such law or license(s).
- 4. Reservation of Rights.** You acknowledge that the JamFeed Properties are licensed, not sold, to you. JamFeed and its licensors reserve and retain the entire right title and interest in and to

the JamFeed Properties, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement. You do not acquire any ownership interest in the JamFeed Properties under this Agreement. If you submit comments, suggestions, or other feedback regarding the JamFeed Properties (“**Feedback**”), JamFeed will be free to use such Feedback for any purpose. “**JamFeed**” and all associated logos displayed within the JamFeed Properties are our trademarks (unless otherwise noted).

5. **Confidentiality.** You acknowledge that the JamFeed Properties constitute JamFeed’s valuable proprietary information and trade secrets (“**Confidential Information**”). You agree to preserve the confidential nature of the Confidential Information by retaining and using it in trust and confidence, solely for its internal use except as provided herein, and by using the same degree of protection that you use to protect similar proprietary and confidential information, but in no event less than reasonable care. We will have the right to seek an injunction (without having to post a bond) to prevent any breach or continued breach of this section.
6. **Acknowledgements Regarding Apple, Inc., Google Inc. and other App Store Providers.** You acknowledge that this Agreement is between you and JamFeed and not with Apple, Inc. (“**Apple**”), Google Inc. (“**Google**”) or any sponsor or provider of any application marketplace (each an “**App Store Provider**”) and that JamFeed (not the applicable App Store Provider) is responsible for the JamFeed Properties. YOU ACKNOWLEDGE AND AGREE THAT NO APP STORE PROVIDER MAKES ANY WARRANTIES OR HAS ANY OBLIGATIONS WHATSOEVER UNDER THIS AGREEMENT OR HAS ANY WARRANTY OBLIGATIONS WITH RESPECT TO THE JAMFEED PROPERTIES. If you are using the App on any iOS-based device, this license is granted to you only as permitted by and subject to any applicable usage rules set forth in the Apple App Store Terms and Conditions, and Apple and its subsidiaries, are third party beneficiaries of this Agreement. If you are using the Mobile App on any Android-based device, this license is granted to you only as permitted by and subject to any applicable Android Market Terms of Service established by Google.
7. **Maintenance.** Scheduled system maintenance shall take place from time to time, and during such time, updates the JamFeed Properties or elements thereof may be unavailable. Emergency maintenance may be required at other times in the event of system failure. You specifically acknowledge that outage and downtime may occur.
8. **Updates.** JamFeed may, but is not required to develop and provide updates to the App and the Service from time to time, which may include upgrades, bug fixes, patches and other corrections or new features (collectively, “**Updates**”). Updates may also modify or delete in their entirety certain features or functionality. You agree that JamFeed has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on the settings of your mobile device, when your device is connected to the Internet the App may automatically download and install available Updates, or you may be prompted to download an install available Updates. You acknowledge that the App or any of its features may not operate properly if you fail to install Updates. You further agree that all Updates will be deemed part of the App and subject to the terms of this Agreement.
9. **Your Content.** JamFeed does not claim any ownership rights in any text, pictures, audio, videos that you post to the JamFeed Service (collectively, “**Your Content**”). After posting Your Content to the Service, you continue to retain all ownership rights in the same, and subject to any licenses granted by you, you continue to have the right to use Your Content in any way you choose. By posting any of Content on or through the Service, you hereby grant to JamFeed a non-exclusive, fully-paid, royalty-free, fully sublicenseable, transferable, irrevocable worldwide license to use, modify, publicly perform, publicly display, reproduce, prepare derivative works of and distribute the same (in whole or in part) in connection with the provision of the JamFeed Service. You

represent and warrant that: (i) you own Your Content or otherwise have the right to grant the license set forth in this section, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person or entity.

10. **Copyright Policy.** You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. Please refer to our Copyright Policy for more information.
11. **Supplemental Terms.** To enjoy certain aspects of the App or the Service or to conduct certain transactions, additional terms may apply. We will present supplemental terms and conditions for review and acceptance at the time that you undertake the corresponding activity within the App, and any such supplemental terms (each, "Supplemental Terms") shall become a part of this Agreement. Supplemental Terms are different from Third Party Terms (defined below) in that Supplemental Terms relate to offerings provided by JamFeed, whereas Third Party Terms relate to third party offerings. In the event of any conflict between the terms hereof and any Supplemental Terms, the Supplemental Terms shall govern with respect to the matters contemplated thereby. JamFeed is also authorized to deliver email addresses to artists who promote JamFeed through fan giveaways and promotions.
12. **Third Party Terms.** To enjoy certain third party offerings, certain third party terms (each, "Third Party Terms") may apply. For example, if you choose to integrate with Songkick's offerings, its terms apply to such offerings, Third Party Terms will be presented for review and acceptance at the time that you undertake the corresponding activity within the App, and any such Third Party Terms shall constitute an agreement between you and such third party. We are not responsible for third party offerings.
13. **Acknowledgement Regarding SMS Messages and Push Notifications.** To the extent the App enables you to send or receive SMS messages, the standard text messaging rates or other carrier charges may apply to such use. Further, to the extent the App has push notification capability, by downloading the App and clicking to allow push notifications, YOU CONSENT TO RECEIVE COMMUNICATIONS, INCLUDING COMMERCIAL COMMUNICATIONS FROM OR ON BEHALF OF JAMFEED AND OUR PARTNERS.
14. **Term and Termination.** The term of this Agreement and the license and other rights granted herein commence on the Effective Date and continue until terminated by JamFeed or you. You may terminate this Agreement by deleting the App and all copies of it from your mobile device. JamFeed may terminate this Agreement at any time without notice if it ceases to support the App or the Service, which it may do in its sole discretion, or if you fail to comply with one or more terms of this Agreement. Upon termination of this Agreement: (i) all license and other rights granted to you under this Agreement will terminate, and (ii) you must cease all use of the JamFeed Properties and destroy all copies, full or partial, thereof. You acknowledge that JamFeed may restrict, modify, or terminate this Agreement, without liability, for its convenience, or if you violate this Agreement or any law, rule, or regulation.
15. **Disclaimers and Limitations of Liability.** *This section is important – please read it carefully.* It limits JamFeed's liability (and the liability of its affiliates) to you. These disclaimers and limitations apply only to the extent permitted by applicable law. Some jurisdictions do not allow disclaimers of implied warranties or limitations of liability, so this Section may not apply to you.
 - a. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED ABOVE, THE JAMFEED PROPERTIES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM, ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY.

- b. **Limitation of Liability.** NEITHER WE NOR OUR AFFILIATES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER RELATED TO THE JAMFEED PROPERTIES. NEITHER WE NOR OUR AFFILIATES WILL HAVE LIABILITY TO YOU FOR DAMAGES IN EXCESS OF THE GREATER OF: (I) U.S. \$50, OR (II) THE AMOUNT YOU PAID FOR THE JAMFEED PROPERTIES, IF ANY, IN THE 12 MONTHS PRIOR TO THE CLAIM. THE ABOVE LIMITATIONS APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
16. **Export and Other Restrictions.** You may not use or otherwise export or re-export the JamFeed Properties or elements thereof except as authorized by United States law and the laws of the jurisdiction in which the JamFeed Properties were accessed or obtained. The JamFeed Properties and related documentation are “Commercial Items,” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. The Commercial Computer Software and Commercial Computer Software Documentation are being licensed to any U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.
17. **Amendments. This Agreement will not be changed, modified, or amended except by a writing executed by both parties or if you electronically accept a subsequent agreement or amendment delivered by JamFeed via a click-to accept mechanism.**
18. **Miscellaneous.** The laws of the State of Texas, excluding its conflicts of law rules, govern this license and your use of the JamFeed Properties. The exclusive jurisdiction and venue of any action arising out of or related to this Agreement will be either the state or federal courts in Travis County, Texas, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. Your use of the JamFeed Properties may also be subject to other local, state, national, or international laws. This Agreement and the Privacy Policy constitutes the entire agreement between us regarding the JamFeed Properties. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. You may not transfer or assign this Agreement or any of its rights or obligations hereunder without our prior written consent, and any attempt to do so shall be null and void. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. Please contact us if you have any questions regarding this Agreement.