

THE J4A MUSIC DISTRIBUTION AND PRIVACY POLICY

This privacy policy sets out the basis on which any information (which may include personal data, as defined in data protection law) we collect from you, or that you provide to us, through this website, application, or service (the "Site") will be processed by us. Please read the following carefully to understand our practices regarding your information and how we will treat it.

WHO WE ARE

This site is operated by J4A Music Distribution, Inc whose registered office is Units 7-9 / 15 Harvest Court, Southport, Queensland, Australia 4215. ("We"), who is a data controller responsible for the processing of personal data under applicable data protection law. We may share your personal data with our affiliate businesses, R4A Music Record Label, R4A Merchandise & J4A Music Publishing & SYNC. Each of J4A MUSIC Services separately make the disclosures in this Privacy Policy to you (and, where necessary, references in this Privacy Policy to "J4A MUSIC" or "we" will be deemed to be references to both entities for such purpose).

As used in this Privacy Policy, "J4A MUSIC Companies" includes all entities controlled by or is under common control with, including subsidiaries, joint ventures, or other entities in whom J4A MUSIC has a substantial ownership interest.

CONTACT

Questions, comments, and requests regarding this privacy policy are welcomed by mail at the relevant address specified.

For questions, comments or requests not related to this privacy policy please see this FAQ regarding how to contact **J4A MUSIC. PUT IN THE LINK TO OUR F&Q HERE**

INFORMATION WE MAY COLLECT FROM YOU

When you use the Site or contact us by e-mail, social media, SMS, telephone, or other methods, we may collect and process the following data about you:

- Information you give us, including:
- Forms filled out by you on the Site.
- Content of correspondence with us by phone, e-mail or otherwise.
- Site registration.
- Subscriptions or orders placed on the Site.
- Participation in discussion boards or other social media functions on the Site.
- Entering a competition, promotion, or survey.
- Reporting a problem or requesting support for the Site.

The information you give us may include your name, address, e-mail address and phone number, date of birth, payment information, personal description, photographs or images or comments.

About each of your visits to our Site we may automatically collect the following information:

- Technical information, including IP address, login information, browser type and version, time zone setting, browser plug-in types and versions, operating system, and platform.
- Information about your visit, including the full URL clickstream to, through and from our Site (including date and time).
- Pages you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page.

We may also collect information about your devices (including phones, computers, or other devices) where you access and visit our Sites. Such information may include unique device identifiers and mobile network information (including phone number), IP address, language and time zone, operating system, hardware version, device locations (including specific geographic locations, such as through GPS, Bluetooth, or WiFi signals).

INFORMATION WE COLLECT FROM OTHER SOURCES

We also work with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, social networks such as Facebook, Twitter, and SnapChat search information providers, credit reference agencies, third parties who enable sign on functionality and social network integration) and may receive information about you from them.

If you choose to use features on this Site or other J4A MUSIC websites that connect to your online profiles, accounts, or services (including social media accounts) ("Connected Accounts"), we may collect any information that you permit through your settings on those Connected Accounts. For example, if you log in to our site using your Facebook account and choose to allow Facebook to share your profile with us, we may collect that information. Information we receive from Connected Accounts includes email

address, first and last name, location (hometown and country), gender, date of birth, likes, posts or other social activity. Please review your Connected Account privacy settings to control what information is provided to us through this option.

HOW YOUR INFORMATION MAY BE USED

If you are using J4A MUSIC 's service, we need some information held about you in order to identify you amongst all of our other artists when we:

- pay you.
- report sales and usage to you.
- send out your music to our distribution partners.
- monitor your J4A MUSIC account.
- collect your subscription fees.
- process your order and payment in order to confirm your identity and check that the payment details provided are valid.
- help you sell your music.

We may also use information held about you in the following ways:

- To help us respond to your queries.
- To monitor how your albums and/or tracks are performing for ranking charts.
- To provide information about sales and/or streams of your recordings to third parties and to compile such information in charts and for other analytical purposes.
- To present you with a voluntary survey or questionnaire about our content or possible future services or products that asks for non-personal information from you.
- To provide you, or permit selected third parties to provide you, with information about other goods and services we offer that are similar to those that you have already purchased or enquired about or that we feel may interest you;
- To make suggestions and recommendations to you and other users of our Site about goods or services that may interest you or them.
- To provide or permit third parties to provide targeted advertising via websites you visit about goods or services that you may find interesting (see more on this in our Cookies Policy below).
- To measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you.
- To track the progress and number of entries in competitions and promotions.
- To allow you to interact with our Site, for example by posting comments or to share information from our Site on third party social media platforms.
- To carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us.
- To manage your access to the services or notify you about changes to the services.
- To comply with legal and regulatory requirements.
- To administer our Site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes.
- To improve our Site to ensure that content is presented in the most effective manner for you and for your computer.
- As part of our efforts to keep our Site safe and secure and to prevent or detect fraud or abuses of the Site.
- If you have applied for a job at J4A MUSIC, to review, verify, and evaluate your job application information.

We may combine information we receive from other sources with information you give to us and information we collect about you (including information in relation to your devices). We may use this combined information for the purposes set out above.

DISCLOSURE OF YOUR INFORMATION

We may share your personal data with any J4A MUSIC Company, listed here, and with selected third parties including:

- Business partners, suppliers, and sub-contractors for the performance of any contract we enter into with them or you in order to provide you with a product or service.
- J4A MUSIC scouts and our distribution partner for you to have the opportunity to get help with marketing, distributing and promoting your music. Our scouts will also receive a report on the number of sales/streams your music generates and other information that we provide them from time to time for J4A MUSIC and the scouts to be able to offer you the best service possible.
- Business partners, suppliers, and sub-contractors to provide you with information about promotions and offers.
- Advertisers, advertising networks and social networks that require the data to select and serve relevant adverts to you and others. We may also use aggregate and other information to help advertisers reach the kind of audience they want

to target. We may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.

- Analytics and search engine providers that assist us in the improvement and optimisation of our Site.
- Third parties when you consent to or request such sharing.

We may disclose your personal data to third parties:

- If we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If the J4A MUSIC Company that controls this Site or substantially all its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data to comply with any legal obligation, or in order to enforce or apply our Terms and Conditions [Update link to the relevant language version of Terms and Conditions] and other agreements; or to protect the rights, property, or safety of J4A MUSIC Companies, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.
- To any other third party where lawful.

STORAGE AND TRANSFER OF DATA

All the information you provide may be processed and stored, transferred, or accessed by entities around the world as described in this policy. We will take steps to ensure that your data is treated securely and in accordance with this Privacy Policy. We have put in place technical and organisational procedures designed to safeguard the information we collected on this Site.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our Site; any transmission is at your own risk.

COOKIES

Our Site uses cookies and other tracking technologies to distinguish you from other users of our Site. This helps us to provide you with a good experience when you browse our Site and allows us to improve our Site. For detailed information on the cookies and other technologies we use and the purposes for which we use them see our Cookies Policy below.

SOCIAL MEDIA AND OTHER Third Parties That Provide Content, ADVERTISING or Functionality on Our Services

Some of the content, advertising and functionality on our Site may be provided by third parties that are not affiliated with us. For example, you may have the opportunity to log in to our Site using sign-in services such as Facebook Connect or an Open ID provider. These services will authenticate your identity and provide you the option to share certain personal data with us. Services like Facebook Connect give you the option to post information about your activities on this Site to your profile page to share with others within your network.

Third-party advertisers also may have a presence on our Sites. These and other third parties may collect or receive certain information about your use of our Sites, including using cookies and other Internet technologies, and this information may be collected over time and combined with information collected across different websites and online services. Some of these companies participate in industry-developed programs designed to provide consumers choices about whether to receive targeted advertising.

MESSAGING AND COMMUNICATING WITHIN OUR SERVICE

Our service provides the unique opportunity and platform for artists to meet talent scouts and we are always looking for ways to help you and your creative endeavours. If we build functionality and community focused services to facilitate such opportunities such as blogs, news boards, 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 share on one of these forms of communication can be viewed, obtained, or used by others to contact you. By accessing these features and disclosing personal data, you affirmatively consent to the distribution of your personal data. J4A MUSIC is not responsible for the personally identifiable information you choose to submit in these forums, and you are solely responsible for any content that you post there, including, but not limited to, any personal data that you choose to reveal. In using any of these services, you agree that you will not use them for any purpose that is unlawful or in violation of J4A MUSIC's Terms and Conditions [update link to the relevant language version of Terms and Conditions]. Please note that J4A MUSIC may, in its sole discretion, monitor postings in these forums to assure that users are complying with the J4A MUSIC's Terms and Conditions [update link to the relevant language version of Terms and Conditions]

CHILDREN

This Site is not directed toward children (as defined by local law) nor does J4A MUSIC knowingly collect information from children (as defined by local law) without parental consent except where in compliance with applicable laws.

YOUR RIGHTS

You may be entitled, in accordance with applicable law, to object to or request the restriction of processing of your personal data, and to request access to, rectification, erasure, and portability of your own personal data by contacting us as described in the "Contact" section. We may require you to prove your identity with approved identification if you request this information. You may also be entitled, in accordance with applicable law, to lodge a complaint with a supervisory authority if you consider that our processing of your personal data infringes applicable law.

You are responsible for keeping your information current and up to date. You may update your information by contacting us as described in the "Contact" section.

We will retain your information for as long as your account is active or as needed to provide you services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

If you wish to subscribe to our newsletter(s), we will use your name and email address to send the newsletter to you. Out of respect for your privacy, you may choose to stop receiving our newsletter or marketing emails by following the unsubscribe instructions included in these emails, accessing the email preferences in your account settings page or you can contact us as described in the "Contact" section.

If you have applied for a job at J4A MUSIC, you may have certain rights under your local laws regarding your application or our evaluation. You may submit any requests to exercise your rights as described in the "Contact" section.

LINKS TO THIRD PARTY WEBSITES

Our Site, our newsletters and other communications may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies.

CHANGES TO OUR PRIVACY POLICY

Any material changes we may make to our privacy policy in the future will be posted on this page prior to the change becoming effective and/or we will notify you through the Site or, where appropriate, by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

COOKIES POLICY FOR J4A MUSIC

INFORMATION ABOUT OUR USE OF COOKIES AND TRACKING TECHNOLOGIES

Our Site uses cookies and other similar technologies (as described below) to distinguish you from other users of our Site. This helps us to provide you with a good experience when you browse our Site, allows us to improve our Site and provide you with tailored content and advertising.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree.

Cookies contain information that is transferred to your computer's hard drive.

You can find more information about the types of cookies we use and the purposes for which we use them in the table below:

<u>TYPE OF COOKIE</u>	<u>PURPOSE OF COOKIE</u>
Strictly Necessary	These cookies are essential in order to enable you to browse our Site and use its features. The information collected by these cookies relate to the operation of our Site, for example website scripting language and security tokens to maintain secure areas of our Site.
Performance / Analytics	These cookies collect anonymous information about how you use our Site, for example which pages you visit most often, whether you receive any error messages, and how you arrived at our Site. Information collected by these cookies is used only to improve your use of our Site and never to identify you. These cookies are sometimes placed by third-party providers of web traffic analysis services, such as Google Analytics.
Functionality	These cookies remember choices you make, for example the country you visit our Site from, your language and any changes you have made to text size or other parts of web pages that you can customise, in order to improve your experience of our Site and to make your visits more tailored and enjoyable. The information these cookies collect may be anonymised and cannot be used to track your browsing activity on other websites.

Targeting or Advertising

These cookies collect information about your browsing habits and inferred interests in order to make advertising more relevant to you. They are also used to limit the number of times you see an advert, as well as to measure the effectiveness of an advertising campaign. These cookies are usually placed by third-party advertising networks. They remember the other websites that you visit and this information is shared with third-party organisations, for example advertisers.

Social Media

These cookies allow you to share what you've been doing on our Site with social media organisations such as Facebook and Twitter. These cookies are not within our control. Please refer to the privacy policies of these organisations for how their cookies work.

WE MAY USE COOKIES.

(i) to collect anonymised data on users behaviour on the site. We may also capture what site a user has come from and what site they go to and also some demographic data (e.g. the user's location) and we may use that data to analyse user behaviour across multiple sites.

(ii) to categorise pools of users (on an anonymised basis) based on demographic and/or behavioural data and use this to, (1) target our advertising to cookie-ed users on third party websites and J4A MUSIC Companies' websites, and (2) use that data to allow targeted third party advertising to categorised cookie-ed users either in respect of advertising placement J4A MUSIC has bought/placed and targeted to users on behalf of third parties or in respect of advertising bought/placed by third parties and targeted to cookie pools J4A MUSIC has "sold" to these third parties.

Some of our Sites may use Google AdSense to publish advertisements, including information about your demographics and interests. When you view or click on an advertisement a cookie will be set to help better provide advertisements that may be of interest to you on this and other websites. You may opt-out of the use of this cookie by visiting Google's Advertising and Privacy page: http://www.google.com/privacy_ads.html.

Most internet browsers are automatically set up to accept cookies. However, if you want to refuse or delete any cookies (or similar technologies), please refer to the help and support area on your internet browser for instructions on how to block or delete cookies. Please note you may not be able to take advantage of all the features of our Site, including certain personalised features, if you delete or disable cookies.

For more information on managing cookies, please go to www.allaboutcookies.org, or visit www.youronlinechoices.eu which has further information about behavioural advertising and online privacy.

Web Beacons

We, or our third-party partners, may employ a software technology called web beacons (also known as web bugs, clear gifs or pixels) which helps us understand what content is effective, for example by counting the number of users who have visited these pages, and to understand usage patterns. Web beacons are tiny graphics with a unique identifier, similar in function to cookies, and are used to let us know when content is viewed. In contrast to cookies, which are stored on a user's computer hard drive, web beacons are embedded on web pages, ads, and e-mail. We, or our third-party partners, may tie the information gathered by web beacons to the other information we collect about you.

If you have any questions, comments, and requests regarding this privacy policy, please feel free to contact us at:

J4A Enterprises Pty Ltd 17 Harvest Court, Southport QLD Australia 4215

Email: info@j4amusic.com Tel: +61 (07) 5606-0027

THANK YOU FOR CHOOSING J4A MUSIC DISTRIBUTION AS YOUR DISTRIBUTION AND DISCOVERY PARTNER. PLEASE READ THE FOLLOWING J4A MUSIC TERMS AND CONDITIONS.

These Terms and Conditions together with the Privacy Policy and Acceptable Use Policy govern the relationship between J4A Music Distribution, Inc (“J4A MUSIC”, “us”, “we” and “our”) and you (“you”, “your” and “Artist”) in respect of your general use of the MusicDistributionClub.com website (“Website”) and your use of any content and/or purchase of any services featured on the Website (“Services”), including, without limitation, the distribution of the sound recordings and music videos that you submit to J4A MUSIC at any time (“Recordings”).

The Terms and Conditions, Privacy Policy and Acceptable Use Policy shall be collectively referred to as the “Contract”.

1. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- (a) By purchasing a distribution membership, I, the client, certify that I have read and understand all of the provisions stated, and agree to abide by the contents. I also understand that a digital signature is not required and my IP Address, along with the digital timestamp of my distribution membership purchased is acceptable and legally binding.
- (b) This Agreement is effective immediately, upon the purchase of your distribution membership. The contract between us will only be formed when we send you the Order Confirmation.
- (c) Our “create a release” pages will guide you through the steps you need to take to place an order and set a release schedule with us. After you place an order, we will confirm our acceptance to you by sending you an e-mail (“Order Confirmation”).
- (d) Our “service” pages will guide you through the steps you need to take to place an order for services with us. After you place an order, we will confirm our acceptance to you by sending you an e-mail (“Order Confirmation”).
- (i) In the event that you customize service with your assigned ABC Creative Consulting agent, your invoice will be sent from our service divisions for the payment of service. After your payment is completed, we will confirm our acceptance to you by sending you an e-mail (“Order Confirmation”).

2. OUR RIGHT TO VARY THESE TERMS

- (a) We reserve the right to amend, discontinue or terminate the Website and Services, or to amend the Contract at any time without notice. All such amended terms of the Contract will be effective from the date on which they are posted on the Website (except where local applicable law requires a longer notice period or other requirements) and every time you order Services from us, the terms of the Contract in force at the time will apply to the contract between you and us. By continuing to use or access the Website after we make such amendments, you agree to be bound by the amended terms and conditions. If we have to revise the terms of the Contract as they apply to your order for Services, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the contract if you are not happy with the changes. You may not alter the terms and conditions of this Contract.
- (b) If we terminate the Services and/or the Website during the term of the Contract in accordance with paragraph 2(a) above, all sales shall be deemed final due to the digital nature.

3. MEMBERSHIP AND AUTOMATIC RENEWAL

- (a) Unless cancelled or terminated under paragraph 2(a), 4, 7(b), 14(a), (b) or (d) or 16(d) the term of this Contract shall be based on the distribution membership you purchased from the date we send the Order Confirmation and will automatically renew successive for one additional membership period (“**Contract Term**”) unless either Party provides written notice to the other Party to terminate this Contract at least 7 days before the next anniversary of this Contract.

4. YOUR RIGHT OF CANCELLATION AND OR REFUND

- (a) Due to the digital nature of services, all sales are final. You have the right to cancel any contract for Services within 24 hours without giving any reason (“**Cancellation Period**”). The Cancellation Period will expire after 24 hours from the day we send you the Initial Order Confirmation.
- (b) To cancel a contract for Services during the Cancellation Period, you just need to let us know that you have decided to cancel by contacting us at info@j4amusic.com Please include details of your order in your email to help us to identify it. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you send us the e-mail to us.
- (c) If you cancel a contract for Services beyond the Cancellation Period, whether or not we have begun providing the Services to you, all sales are final. If we decide to terminate your distribution membership, we will pay out any royalties which may have become payable during the period between the formation of your distribution membership. We will pay out the royalties by check or electronic payment. In the scenario of cancelling any artist service, whether subscription or financed, the balance due each month will continue to be billed. In the event that billing becomes delinquent, your account will be turned over to collections within 90 days.

5. DISTRIBUTION OF YOUR MUSICAL RECORDINGS

(a) We may appoint a third party distribution partner or another entity within our corporate group to provide all services associated with the distribution of your Recordings (including but not limited to the delivery of your Recordings, sales and usage reporting and take down requests) to our selected digital music stores which may include, without limitation, Spotify, Amazon, iTunes or such other music stores as we shall select from time to time ("Music Stores"). Such appointment will not affect your rights or our obligations under this Contract.

(b) The agreements between J4A MUSIC or our appointed distribution partner, as applicable, and the Music Stores shall determine the terms on which your Recordings are sold or made available. You acknowledge that the Music Stores have the right to select in their own discretion if and to what extent they exploit your Recordings and that neither we nor our distribution partner (if any) can guarantee that your Recordings, or any part thereof, will be exploited by the Music Stores.

6. YOUR GRANT OF RIGHTS TO US

(a) In consideration of the sums payable to you and the services provided by J4A MUSIC (or one or more of our sub-contractors) in respect of the distribution of your Recordings and all services associated with such distribution pursuant to the Contract, you grant to us, and our sub-contractors:

(i) an exclusive, irrevocable, transferable worldwide license (with a right to sub-license) to:

(aa) ingest, store, deliver, create digital master files, convert, adapt, encode and transcribe, use, reproduce, compile, distribute, display, publicly perform, communicate to the public, exhibit, broadcast, synchronize, transmit and make available the Recordings and other Materials (as defined below) for distribution through Music Stores by means of, without limitation, permanent downloads, temporary and/or conditional downloads, interactive streaming, non-interactive streaming and on so called "cloud" or "locker" services;

(bb) create specific ID files, including through fingerprinting, to identify your Recordings on Music Stores' servers.

(cc) perform metadata corrections (including spelling and genre correction) where necessary.

(dd) subject always to your prior written consent, create derivative works of your Recordings on certain Music Stores where such Music Stores provide for the creation and monetization of remixes and other derivative works.

(ii) an exclusive, worldwide, royalty-free license to and to authorize Music Stores to use, perform and make available clips of your Recordings, artwork, any trademarks, service marks or trade names relating to you and the name, images and likeness of you and the band/artist whose performances are embodied in the Recordings in advertising, marketing and promotional materials related to your Recordings on the Website, our distribution partner's website, the Music Stores and their related websites and social networks' profiles, and in commercials and advertisements; and

(iii) all necessary consents and rights including, without limitation, under the Copyright, Designs and Patents Act 1988 ('Act') and any amendment or re-enactment thereof, to enable us to make the fullest possible use of the Recordings and other Materials (including without limitation the right to collect all income deriving from the Recordings distributed by us) in accordance with the provisions of this Contract including without limitation any and all consents required under Part II of the Act. For the avoidance of doubt, you will maintain ownership of your copyright at all times.

(b) To the extent you own or control any part of the publishing rights in any of your Recordings, you agree not to withhold such rights in any way that could frustrate the purpose of J4A MUSIC 's or our distribution partner's (as applicable) agreements with Music Stores in so far as it relates to the distribution of your Recordings on such Music Stores.

(c) You agree that you will not use the Website or Services to distribute, transmit or store any files or material that infringe copyrighted works or otherwise violate or promote the violation of the intellectual property rights of any third party. You agree that you will at all times abide by our Acceptable Use Policy. You acknowledge and agree that J4A MUSIC may disable access to and/or terminate your account and/or remove or disable access to any Materials you provide to J4A MUSIC in the event that:

(a) J4A MUSIC has reason to believe (acting reasonably) that you have failed to clear any rights or pay any royalties in connection with any Materials; or (b) in J4A MUSIC 's reasonable opinion, the continuing availability of such Materials on the Music Stores may result in a liability to J4A MUSIC ; (d) such Materials contravene the Contract or are the subject of any suspected fraudulent activity, or (d) J4A MUSIC receives any claim that, if true, would constitute a violation of your warranties hereunder.

7. PRICES

(a) Service prices shall be listed at site. Services carried out shall be as listed on site at the time of purchase. You shall pay J4A MUSIC for the Services which shall include distribution of your Recordings. We are not obliged to provide any services above and beyond what has been paid for. Upon third party failure to fulfill any part of the Service we shall assist you to remedy or reduce such failure but are not responsible or liable for such failure.

(b) We shall be entitled to increase our prices during the Contract term. If we do so, we will give you at least 60 days' prior written notice. During this notice period, you can choose to cancel the Contract giving us at least 48 hours written notice.

8. REVENUE PAYMENTS TO YOU

(a) Subject to paragraphs (b) – (e) of the condition 8, we will pay you 92% of your Net Revenues. Net Revenues will be paid and credited to your account and shall be made available on your request using the J4A MUSIC banking system that displays your current balance each time you log into your J4A MUSIC account provided always that, at the time of withdrawal, the accumulated monies exceed \$100 USD and provided further that you comply with the banking/wallet rules as set out in the FAQ

or help section of the Website. “**Net Revenues**” means J4A MUSIC’s actual receipts from our distribution partner less any tax, fee or other charge related to the sale of your Recordings.

(b) You will be responsible for any third-party charges attached to your withdrawal (including without limitation, bank charge and currency conversion fees). Only Net Revenues accumulated and reported to us by the distribution partners shall be paid to you upon your request. Sales and usage figures shall be made available online via our dashboard. We are not responsible for any third-party system failures that may result in inaccuracies in respect of such reporting and/or sales figures.

(c) In the event that you owe us any amounts as a consequence of these Terms and Conditions, including, without limitation, any renewal payments due under paragraph 3 (Membership and automatic renewal), any service balance due under paragraph 4 (Your right of cancellation and refund) and unpaid due to, for example, the failure of your credit card or other payment method, J4A MUSIC shall have the right to deduct all or a portion of such amounts from any Net Revenues otherwise payable to you. In the event that collections fail, your catalogue will remain live in the digital stores until revenues earned recover the debt.

(d) In the event that we make an overpayment to you, we shall be entitled to deduct the amount of such overpayment or part of it from future Net Revenues.

(e) The Net Revenues reported and credited to your J4A MUSIC banking wallet may be aggregated in a bank account until you withdraw it. Such bank account may pay interest on funds held within it and you agree that you will not receive interest or other earnings on the Net Revenues that J4A MUSIC handles as your agent. In consideration for your use of the Services, you irrevocably transfer and assign to J4A MUSIC any ownership right that you may have in any interest that may accrue on any Net Revenues held in such account.

9. ANTI-FRAUD POLICY

We work very hard and invest extensive resources to avoid automated and fraudulent behaviours. For this reason, we have created a specific Anti-Fraud Policy, which is available to you in the “Legal” section of your account. When you accept these Terms of Service, you also acknowledge and accept our Anti-Fraud Policy and, therefore, you accept that, among other commitments, you will not, and will not authorize any third party to, directly or indirectly, generate automated, fraudulent, or otherwise invalid playback actions, especially in Digital Music Services.

10. YOUR OBLIGATIONS TO US

(a) You warrant, agree, and undertake on behalf of yourself that:

- all the Recordings, artwork, metadata, images and any other materials you provide to us (collectively “Materials”) are original to you and have not been copied from any third party.
- you own or control all rights in the Materials and that, in respect of any third-party material embodied therein, you have obtained and will maintain at all times all licenses, permissions, consents or other authorizations (and you shall make any payments due in respect thereof) as are required to grant us the rights specified in this Contract;
- the Materials and the use thereof as contemplated under this Contract do not and will not infringe any copyright, trademark, design, database, publicity or other proprietary or intellectual property rights of any third party.
- the Materials do not include any material which is unlawful, harmful, threatening, defamatory of any party, obscene, facilitates illegal activity, harassing or racially or ethnically offensive.
- you will not submit any Recordings which embody compositions forming part of a dramatic-musical work such as an opera, operetta, ballet, musical, musical play or work of a similar nature.
- you are over the age of 18 and you are not under any disability, restriction or prohibition, whether contractual or otherwise with respect to your right, power and authority to enter into and perform this Contract; and grant the rights expressed in this Contract to be granted to us.
- the Materials do not contain any viruses or other programming routines that would detrimentally interfere with computer systems or data; and
- you will be solely responsible for reporting all earnings via J4A MUSIC’s services to the relevant tax authority and all subsequent taxes payable in respect of your use of J4A MUSIC’s services.

In the event that you are under the age 18 and would like to use the Service, you may contact us at support to submit a request. We will review each submission and, acting in our sole discretion, may accept the request subject to further terms and conditions that will need to be agreed between you, your guardian and us.

(b) You shall provide accurate contact details for you and/or your representative(s). If supplied payment details are inaccurate any monies paid to you using these incorrect details shall be forfeited.

(c) You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all data, including metadata and any publishing and performer metadata, you submit to us.

(d) You will ensure that your Recordings are technically satisfactory for exploitation on the Music Stores and comply with any content guidelines and general policies of our distribution partner and the Music Stores (which can be provided to you on request).

11. YOUR OBLIGATION TO OTHERS

(a) You shall be solely responsible for securing and paying for digital mechanical, public performance and any other licenses (as applicable) required from musical composition copyright owners or their agents in connection with J4A MUSIC 's exploitation of rights under this Contract, as well as royalties due to artists, producers and other persons who performed in the making of the Recordings and all payments that may be required under collective bargaining agreements or pursuant to any statutory schemes. Without limiting the generality of the foregoing and notwithstanding any other provision of this Contract, you acknowledge and agree that J4A MUSIC is not responsible to collect, administer or to make payments (i) in respect of any publishing rights in the musical compositions embodied in your Recordings (irrespective of whether you or another party owns or controls such rights), or (ii) in respect of any royalties due to any other aforementioned persons.

12. OUR LIABILITY TO YOU

(a) We will do our utmost to ensure that availability of the Website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. Also, your access to our Services may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

(b) We will not be responsible for (i) losses (including any destruction, alteration or disclosure) that were not caused by any breach on our part, or (ii) any business loss (including loss of profits, revenue, business, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect, incidental, special, exemplary, punitive or consequential losses or damages that were not foreseeable to both you and us when you commenced using the Services. You shall be solely responsible for maintaining updated back-up copies of all your data and Materials you submit to us.

(c) We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your legal right to have services provided within a reasonable time or to receive a refund if goods or services ordered cannot be supplied within a reasonable time owing to a cause beyond our reasonable control.

(d) NOT INCLUDING OUR OBLIGATION TO PAY YOU THE NET REVENUES, OUR TOTAL LIABILITY TO YOU IN RESPECT OF ALL LOSSES ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED 100% OF THE PAYMENTS YOU HAVE MADE TO US.

(e) Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

13. INDEMNITY

You agree to indemnify us in full against any claims, actions, proceedings, liabilities, damages, losses, expenses or costs (including reasonable legal fees and costs) suffered or incurred by us as a result of your breach of any of the warranties or undertakings in this Contract, or any claims by any third party including but not limited to claims for infringement of any intellectual property rights, payment of outstanding debts for services provided or goods supplied by such third parties.

14. ACCOUNT SUSPENSION AND OR TERMINATION

(a) This Contract may be terminated by you upon 24 hours written notification (including notification by email) of such termination providing there are no outstanding payments due to us. Upon your request that the Services cease immediately, we shall continue to provide the Services until the end of the Contract Term outstanding payments due to us shall be taken from your chosen payment method. If you request that the Services cease immediately on termination, and in any event at the end of the Contract Term, we shall instruct our partners to remove Recordings from all platforms and we shall cease all exploitation, use and distribution of your applicable recordings in a minimum of 90 days but we are not responsible for third-party exploitation after the removal instruction has been sent.

(b) This Contract may be terminated by us by written notification (including notification by email). Upon termination by us, we shall instruct our partners to remove the applicable recordings from all platforms, but we will not be responsible for third-party exploitation after the removal instruction has been sent. We shall communicate to you our termination of the contract together with any royalties which may have become payable during the period between the formation of the contract until we have communicated to you our termination of the contract.

(c) Except where Services are cancelled in accordance with paragraphs 2(b), 4, 7(b) or terminated under paragraph 14(b) or 16(d), refunds shall only be given if we are proven to be in serious breach of this Contract.

(d) We have the right to suspend your account, terminate this Contract without notice and or withhold payments following any behaviour deemed by us as fraudulent, threatening, disrespectful or otherwise carried out by you or any associated parties. Further, in the event that there is any third-party claim made against us, any of our associated companies or sub-contractors, in respect of the Materials, without prejudice to any other rights we may have, we reserve the right to withhold payments from you until such claim is resolved.

(e) J4A MUSIC reserves the right, acting in its sole discretion, to reject Recordings or any associated materials uploaded to the Service by you.

15. CONFIDENTIALITY & NON-CIRCUMVENTION

(a) You agree that in the course of dealing with us pursuant to this agreement you may become aware of confidential information relating to our business or the business of our distribution partners. You shall keep such information confidential; except to the extent that such information is already in the public domain or is required to be shared by operation of law; except as may be necessary to effectuate its terms.

(b) The clients/members to this Agreement shall not directly or indirectly circumvent, avoid, bypass, or in any way obviate each other's rights under this Agreement including but not limited to the right to enter into any type of contractual relationship or otherwise with relationships brought to or developed by the other and/or together in this transaction without prior written consent by the other. A penalty of \$1,000,000 (one million AUD) will be applied for each attempt of circumvention.

(c) You agree that we shall have the right to provide information related to the usage and sales of your Recordings, together with any supplementary data that we collect on your behalf as part of the Service, to third parties including but not limited to our distribution partner.

16. EVENTS OUTSIDE OUR CONTROL

(a) We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract for Services that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below.

(b) An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, malicious damage, cyber-crime, war (whether declared or not) or threat or preparation for war, acts of God, fire, explosion, storm, flood, earthquake, subsidence, pandemic/epidemic or other natural disaster, or failure of utility services, transport or telecommunications networks, breakdown of plant or machinery or default of suppliers or their sub-contractors.

(c) If an Event Outside Our Control takes place that affects the performance of our obligations under a contract for Services:

(i) we will contact you as soon as reasonably possible to notify you; and

(ii) our obligations under a contract for Services will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

(d) You may cancel a contract for Services affected by an Event Outside Our Control which has continued for more than 90 days. To cancel please contact us. If you opt to cancel, we will refund the price you have paid, less an amount which is in proportion to what has been performed until you informed us of your decision to cancel the contract together with any royalties which may have become payable.

17. SEVERANCE

Each of the paragraphs and sub-paragraphs of this Contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18. CHOICE OF LAW & DISPUTES

This Contract shall be construed and performed in all respects in accordance with and shall be governed by the laws of Queensland, Australia. You and we both agree that the Courts of Queensland, Australia will have non-exclusive jurisdiction. In the event of a dispute between the Parties arising out of this Contract, you and we undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

19. THIRD PARTIES

This Contract is between you and us. No other party shall have any rights under this Contract.

20. ASSIGNMENT, TRANSFER & SUB-CONTRACTING

We may freely transfer or sub-contract the Services to any distribution partner or other entity within our corporate group. We may also assign, sub-contract and/or transfer our rights and obligations under this Contract wider than this to another organization, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under this Contract.

If you have any questions, comments, or requests regarding this privacy policy, please feel free to contact us at:

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