

ALL NATURAL MUSIC INC. ("ANM") Terms of Use

Please read the Terms and Conditions of Use and if you do not agree to any of the terms of use, you should not use the ANM website, our Apps or any of our services. By using the ANM website, our Apps or any of our services you confirm, represent and warrant that you have read and understood our Terms and Conditions of Use and agree that you are subject to them and will follow such Terms and Conditions of Use. You further confirm that you are at least 18 years of age or if you are 14 years of age but under 18, you have your parents or legal guardian(s)' consent to use the ANM website, our Apps or any of our services.

1. Your Agreement with All Natural Music Inc. ("ANM"):

- 1.1. You agree that by using any ANM software, products, services, web services, web sites apps, linked websites and/or platforms (collectively "ANM website") you are subject to the terms and conditions of this written legal agreement between ANM and you as the user of the ANM website, which written legal agreement may be unilaterally amended from time to time by ANM.
- 1.2. The terms and conditions of your agreement with ANM with respect to use of the ANM website are hereinafter referred to as the "Terms and Conditions". In the event that further terms and conditions are required by ANM and are not set out in these Terms and Conditions, these will be added to the Terms and Conditions and thereafter be referred to as Additional Terms ("Additional Terms"). The Additional Terms will be available to you within the ANM website and are binding on you through your use of the ANM website.
- 1.3. The Terms and Conditions and the Additional Terms, if any from time to time (collectively "Agreement Terms") are a legally binding agreement between you and ANM with respect to your use of the ANM website. As the Agreement Terms govern the relationship and use of the ANM website by you, it is very important that you read the Agreement Terms, because by using the ANM website you acknowledge and agree to abide by the Agreement Terms and any amendment made to them by ANM.

1.4. ANM is not intended for use by children. Any person under the age of 14 ("minor") is not permitted to use the ANM website and must not attempt to open an account or submit any personal information to ANM. ANM does not knowingly collect any personal information from any minor or allow them to open an account. If it is brought to ANM's attention that ANM has collected personal data from a minor, ANM will delete this information as soon as reasonably possible. If anyone has information that ANM has collected any personal data from a minor, kindly notify ANM immediately at: **customerservice @allnaturalmusic.com**.

2. Your Acceptance of the Agreement Terms:

2.1. To use the ANM website, you have to first agree to and accept the Agreement Terms. In the event you do not agree to and accept the Agreement Terms you are not permitted to use the ANM website.

2.2. In order to agree to and accept the Agreement Terms you may:(a) click the agree and accept button, if this button option is available to you in the user interface of the ANM Website; or, (b) by your use of the ANM website, you agree to and accept the Agreement Terms and understand that ANM is relying on your use of the ANM website as confirmation of your agreement and acceptance of the Agreement Terms from the time of first use onwards.

2.3. ANM strongly recommends and urges you to print and save a copy of the Agreement Terms for your files.

2.4. You are not permitted to use the ANM website and are unable to accept the Agreement Terms, if: (a) you are not of legal age to enter into legal and binding contracts with ANM; or, (b) you are prohibited from using or receiving the ANM website by the laws of any country including without limitation the country from which you use or receive the ANM website or the country where you reside or use the ANM website.

3. Agreement Terms Language

3.1 In the event ANM provides you as the user with a language version different from the Agreement Terms in the English language version, you accept and agree that: (a) the English language Agreement Terms are the binding terms applicable to your relationship with ANM; (b) in the event of any conflict between the English language version of the Agreement Terms and the translation of the English language version, the English language version will apply.

4. ANM website provided by ANM

4.1 You acknowledge and agree that ANM is providing a hosting service that you access through the ANM website offered by ANM. You may submit, upload, and post such items as audio, text, photos, pictures, graphics, comments and other content, data, material and/or information that ANM will permit to be submitted, uploaded and/or posted (collectively referred to as "Your Content") onto the ANM website, which content will be stored by ANM and may be listened to and viewed by registered users and possible other users of ANM using the ANM website. You acknowledge, accept and agree that ANM may use third party providers and other companies to supply the ANM website to you.

4.2 You acknowledge, accept and agree that ANM is in the Beta stage of its development of the ANM website and as a result you may without notice, from time to time, experience problems, issues, disruptions, stoppages, data and content loss, downtime, security breaches, delays, changes in the ANM website content, and functionality changes. You further acknowledge, accept and agree that ANM, in its sole discretion, may from time to time, without notice to you, change, disable or terminate any of the ANM website provided to you.

4.3 You acknowledge, accept and agree that in the event ANM changes, disables or terminates any of the ANM website provided to you, you may be unable to access the ANM website and your account including any information, files, content or other items which are contained in your account.

4.4 You acknowledge, accept and agree that ANM, in its sole discretion, from time to time, may set, change or otherwise modify the tools, resources and the amount of storage available to you on ANM website, if applicable, release new versions of the ANM website, introduce a new ANM website and features and number of transmissions that you may upload or download through the ANM Website and/or the amount of storage space that you may use for the ANM website provided by ANM as it in its sole discretion deems advisable.

5. Your use of the ANM website

5.1 To use the ANM website, you will be required as part of the registration procedure, and your continued use of the ANM website, to provide certain personal information, including without limitation, your name and email address and such other optional information as you may determine to put into your profile. You acknowledge and agree

that the registration information that you provide to ANM shall at all times be true, accurate, correct and up to date.

5.2 You agree to use the ANM website in accordance with (a) the Agreement Terms, the Additional Terms and for the purposes set out in the Agreement Terms and the Additional Terms; (b) the applicable laws and regulations; (c) practices and guidelines that are accepted generally in the country in which the ANM website is provided or received or in which you are resident, including without limitation, exporting or importing data or software to or from such relevant country.

5.3 You acknowledge, agree and accept that you will not access or attempt to access the ANM website or any part thereof by any way other than through the interface that is offered by ANM.

5.4 You acknowledge, agree and accept that you will not participate, engage, or otherwise be involved in any activity or action that changes, interferes with, disrupts, or delays the ANM website or the servers or networks which are connected to the ANM website, or in any way obtain, receive or send information that you are not authorized to obtain, send or receive related to the Service and information and data contained therein.

5.5 You acknowledge, agree and accept that you will not reverse engineer, de-compile or disassemble, modify or attempt to modify any source or object code of any part of the ANM website, or circumvent or attempt to circumvent any copy protection mechanism, reproduce, duplicate, copy, sell, lease, trade or resell the ANM website for any reason or purpose.

5.6 You acknowledge, agree and accept that you alone are solely liable and responsible for any breach of your obligations under the Agreement Terms, the Additional Terms and the consequences thereof and ANM has no liability or responsibility to you or any third party for your obligation breaches and the consequences thereof.

6. ANM website, account security and passwords

6.1 You acknowledge, agree and accept that it is your sole responsibility to protect, maintain, and ensure the confidentiality of the passwords that you use for access to your ANM accounts.

6.2 You acknowledge, agree and accept that any and all activities that happen in and on your account are your sole responsibility, whether or not authorized by you.

6.3 In the event you become aware of any activity or use of your account, password or the ANM website that you have not authorized, you will immediately notify ANM at: **customerservice@allnaturalmusic.com.**

6.4 ANM reserves the right to disallow, cancel remove or reassign certain usernames and permalinks in circumstances ANM deems appropriate in its sole discretion, and may, with or without prior notice, suspend or terminate your account, if activities in your accounts constitute or may constitute a breach of ANM's Agreement Terms, infringements or violation of any copyright or right of any third party or breach of any applicable laws or regulations.

7. Personal information and Privacy Policy

7.1 ANM's Privacy Policy regarding your personal data and information protection during your use of the ANM website is set out and explained in these Agreement Terms.

7.2 You acknowledge, agree and accept that your use of the ANM website and use of your personal data and information is subject to the Agreement Terms.

8. Content and Information

8.1 You acknowledge, agree and accept that all the data and information (for example, data files, written text, computer software, music, audio files, other sounds, photographs, graphs, charts, videos or other images) which you may receive or provide through your use of the ANM website (collectively referred to as "Content"), is the sole responsibility of you or the person who sent or originated the Content sent or received.

8.2 You acknowledge , agree and accept that certain Content that may be provided to you within the ANM website, without limitation, any advertisements. Content sponsored by third parties, may be protected by intellectual property rights which are owned by such advertisers or third parties (or by other persons or companies on their behalf) who provide the Content to ANM. You further acknowledge, agree and accept that you will not modify, copy, rent, lease, loan, sell, distribute, create any derivative works based on the Content (in whole or in part) unless you have been specifically permitted to do so in writing by the owners of such Content.

8.3 You acknowledge, accept and agree that ANM reserves its right (without obligation to do so) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any ANM website. In some cases, ANM may provide or use tools to filter out certain Content such as offensive or explicit sexual content. You acknowledge that there are other content filters available to limit your accessibility to information that you may find offensive or objectionable.

8.4 You acknowledge, accept and agree that you are using the ANM website at your own Risk, and that in using the ANM website you may be exposed to content that may be offensive, indecent or objectionable.

8.5 You acknowledge, accept and agree that you are solely responsible and liable for any Content that you create, submit, post, display or transmit and any and all consequences (including but not limited to any liabilities, losses or damages that may be suffered by ANM) that may result from your creation, display or transmittal of Content while using the ANM website and ANM has no liability or responsibility to you or any third party for Content you created, displayed or transmitted.

8.6 You represent and warrant that any and all of Your Content that you upload, store, transmit, submit, exchange or make available to or via the ANM website is generated, owned and controlled solely by you and not by ANM. You further acknowledge and agree that you will not upload, store, distribute, send, transmit, display, perform, make available or otherwise communicate to the public any Content to which you do not own or hold the necessary and required rights, and in particular, any unauthorized use of copyright protect material within Your Content (including without limitation, by way of reproduction, distribution, modification, adaptation, public display, public performance, preparation of derivative works, making available or otherwise communicating to the public through the use of the ANM website) may constitute and infringement of third party rights, including copyrights, is strictly prohibited. Any such infringement may result in termination of your access to the ANM website and may also result in civil litigation and/or criminal prosecution against you by or on behalf of the relevant rights holder.

9. Proprietary Rights

9.1 You acknowledge, accept and agree that ANM (or its licensors) own any and all legal rights, title and interest in and to the ANM website, including any intellectual property rights which exist in the ANM website (whether registered or unregistered and wherever in the universe those rights may exist). In addition, the ANM website may contain Confidential Information belonging to ANM and you agree that you will not disclose such Confidential Information without prior express written consent from ANM.

9.2 You acknowledge, accept and agree that nothing in the Agreement Terms gives you any right to use any of ANM's trade names, trademarks, service marks, logos, domain names or any other brand features or distinctive marks and you will not use any of the aforementioned, unless you have had prior express written authorization from ANM to so do.

9.3 Other than the limited license set out in Section 11, ANM acknowledges, accepts and agrees that it has received no rights, title or interest from you (or your licensors) under these Agreement Terms in or to any Content, including Your Content, that you submit, post, display or transmit on or through the ANM website, including without

limitation any intellectual property rights which exist in the Content (registered or unregistered, and wherever in the universe those rights exist) or Your Content. You acknowledge, accept and agree that you are solely responsible for protecting and enforcing those rights and ANM has no obligation or responsibility to do so on your behalf.

9.4 You agree that you shall not obstruct, remove or alter any proprietary rights notices (including without limitation copyright and trade mark notices) which may be attached to or included within the ANM website.

9.5 You acknowledge, accept and agree that in using the ANM website, you will not use any trade names, trademarks, service marks, logos, domain names, or any other brand features or distinctive marks of any entity, company or organization in a way this is or is likely or intended to cause confusion about the owner or authorized user of such trade names, trademarks, service marks, logos, domain names, or any other brand features or distinctive marks.

10. Licence from ANM

10.1 ANM hereby gives you a limited, personal, non-assignable, non-exclusive licence to use the software provided to you by ANM forming part of the ANM website that are being provided to you. This license referred to herein is provided to you for the sole and exclusive purpose of allowing you to use the ANM website as provided by ANM, in accordance with the Agreement Terms. ANM by giving you the above described licence permits, you a) to submit, upload and post Your Content to the ANM website, strictly as permitted in accordance with the Agreement Terms as amended from time to time by ANM; b) to use ANM apps and other ANM website provided from time to time by ANM, strictly as permitted in accordance with the Agreement Terms as amended from time to time by ANM.

10.2 You agree that the giving of the above described license to use ANM website is conditional upon your strict compliance with the ANM Agreement Terms and you further acknowledge, accept, and agree that:

i) you will not copy, rip, capture or attempt to copy, rip, capture, any Content from the ANM website, or any part thereof, other than by means of the ANM website downloader or uploader;

ii) you will not adapt, copy, republish, make available or otherwise communicate to the public, display, perform transfer, share, distribute or otherwise use or exploit any Content on or from the ANM website except where such Content is Content that belongs to you or which Content you have the legal right to use without infringement of any copyright, third party rights or any applicable laws and regulations;

iii) you will not use any Content (other than Content which belongs to you) in any way that is designed to create a separate content service or that duplicates any part of the ANM website hereby offered to you by ANM;

iv) you will not use any scraping or similar techniques to collect, aggregate, repurpose, republish or otherwise make use of the Content;

v) you will not use any techniques or make use of any ANM website, automated or otherwise, designed to misrepresent the popularity of Your Content on the ANM website, or to misrepresent your activity on the ANM website, including without limitation, using bots, botnets, scripts, apps, plugins, extensions or other automated means to register accounts, log in, add followers to your account, play Content, follow or unfollow other users, send messages, post comments, or otherwise to act on your behalf, in particular, where such activity occurs in a multiple or repetitive fashion; you will not offer or promote the availability of any of the aforementioned techniques to any users of the ANM website;

vi) you will not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law or regulation;

vii) you will not rent, sell or lease access to the ANM website, or any Content therein, but the aforementioned will not prevent you from including links from Your Content to any legitimate online download store from where an item of Your Content may be purchased;

viii) you will not impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity, including without limitation, registering an account in the name of another person or sending messages or making comments using the name of another person;

ix) you will not stalk, exploit, threaten, abuse or otherwise harass another user, or any ANM employee;

x) you will not use or attempt to use another person's account, password or other information unless you have express written consent from such person;

xi) you will not sell or transfer, or offer to sell or transfer, any ANM account to any third party;

xii) you will not collect or attempt to collect personal data, or any other kind of information about other ANM users, including without limitation, using spidering or any form of scraping;

xiii) you will not violate, circumvent or attempt to violate or circumvent any data security measures used by ANM or any Uploader, or, access or attempt to access data or material which are not intended for you use, or, attempt to log into, a server or account which you are not authorized to access, or, attempt to scan or test the vulnerability of ANM's servers, system or network or attempt to breach ANM's data security or authentication procedures, or, attempt to interfere with the ANM website or ANM's ANM website by any means including, without limitation, hacking ANM's servers or systems, submitting a virus, overloading, mail-bombing or crashing, and you acknowledge and agree that, without limitation, of any other rights or remedies available to ANM under the Agreement Terms, ANM reserves the right to investigate any situation that appears to involve any violation of breaches of the items set out in this Section 10 and any other Agreement Terms and ANM may in its sole discretion, report such matters to, and co-operate with, appropriate law enforcement authorities in prosecuting any users who have participated in any way, in any such violation

10.3 You also acknowledge, accept and agree that you will not use the ANM website to upload, post, store, transmit, display, copy, distribute, promote, make available or otherwise communicate to the public:

i) any information, Content or other material that violates, plagiarises, misappropriates or infringes the rights of third parties including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information or any other right;

ii) any Content that violates, breaches or is contrary to any law, rule, regulation, court order or is otherwise illegal or unlawful in ANM's sole and opinion;

iii) any material or Content of any kind that contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm or other harmful or malicious component, which or might overburden, impair or disrupt the ANM website, or servers or networks forming part of or connect to the ANM website, or which does or might restrict or inhibit any other ANM's user use and enjoyment of the ANM website;

iv) any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.

10.4 You acknowledge, accept and agree that you will comply with the Agreement Terms and including without limitation, the terms and conditions set out in Section 10, and, that ANM has the right, in its sole and unfettered discretion, to terminate your account or take such other action, including without limitation, enforcing its legal rights and reporting offending uses to appropriate authorities, as ANM deems fit as a result of your breach of the Agreement Terms, including without limitation, the terms and conditions set out in Section 10.

10.5 You acknowledge, accept and agree that you are not permitted and will not allow anyone else to modify, reverse engineer, decompile, disassemble,, reproduce, duplicate, copy, create a derivative work of or otherwise extract or attempt to extract the source code of the ANM website or any part thereof.

10.6 You acknowledge, accept and agree, that you are not permitted to assign or grant a sub-licence of your right to use the ANM website, provide to any third party a security interest in or over your rights to use the ANM website , or otherwise transfer any part of your rights to use the ANM website.

10.7 You agree that the giving of the above described license to use ANM website are conditional upon your strict compliance with the Agreement Terms, as amended from time to time.

11. Content Licence from you

11.1 You retain copyright and any other rights you already hold in Your Content which you submit, post or display on or through, the ANM website. In consideration of ANM providing you access to the ANM website through which you submit, upload, post and/or display Your Content on or through the ANM website, you give ANM a perpetual, irrevocable, universal, worldwide, royalty-free, fully paid and non-exclusive licence to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute each and every item of Your Content which you submit, post and/or display on or through the ANM website; by utilizing the ANM website to submit, upload, post and/or display Your Content through the ANM website you further grant the other users of the ANM website and to the operators and users of any other websites, apps and/or platforms to which Your Content has been shared or embedded using the ANM website, a perpetual, irrevocable, universal, worldwide, royalty-free, fully paid and non-exclusive licence to use, copy, repost, transmit, or otherwise distribute, publicly display, publicly perform, adapt, prepare derivative works of, compile, make available and otherwise communicate to the public, each and every item of Your Content, utilizing the features of the ANM website, including any changes thereto that ANM may incorporate from time to time. Notwithstanding the aforementioned, nothing in this clause grants any rights to any other ANM user with respect to any proprietary name, logo, trademark or service mark uploaded by you as part of Your Content (for example, your profile picture) ("Marks"), other than the right to reproduce, publicly display, make available and otherwise communicate to the public those Marks, without alteration, as part of the act of reposting sounds and Your Content with which you have associated those Marks. The licences granted in this clause are granted separately with respect to each item of Your Content

that you upload to the ANM website. The Licence you have herein granted will continue notwithstanding any termination of your account. Removal of Your Content will automatically result in the deletion of Your Content from the ANM website, however, notwithstanding the foregoing, you hereby acknowledge and agree that once Your Content is distributed to other users of the ANM website and to the operators and users of any other websites, apps and/or platforms, ANM is not obligated to ensure the deletion of Your Content from any devices, computers, servers or systems used or operated by such other operators, users, websites, apps and/or platforms.

11.2 You acknowledge, accept and agree that the licence that you have provided to ANM includes the right for ANM to make Your Content available to other individuals, companies, organizations and entities with whom ANM has relationships for the provision of ANM website, and to use Your Content in connection with the provision of such ANM website.

11.3 You acknowledge, accept and agree that ANM, in performing the technical process to provide the ANM website to you and our other users, may (a) transmit or distribute Your Content over various public networks and in various media; and (b) make necessary changes to Your Content as are necessary or required to conform and adapt Your Content to the technical requirements of connecting networks, devices, services or media and you hereby agree that the licence that you have provided to ANM, allows it to take all such actions.

11.4 You represent, warrant and confirm to ANM that:

i) Your Content and each and every part thereof, is an original work created by you, or alternatively, you have obtained in writing, all the rights, title, interest, power, authority, licences, consents and permissions necessary use Your Content and to give ANM the licence set out in the Agreement Terms to use Your Content, including without limitation, the right to upload, reproduce, store, transmit, distribute, share, publicly display, publicly perform, make available and otherwise communicate to the public Your Content, and each and every part thereof, on, through or via the ANM website and any other linked websites, apps and/or platforms;

ii) Your Content and each and every part thereof, and its availability on the ANM website and any other linked websites, apps and/or platforms does not and will not infringe or violate the rights of any third party, including without limitation, any intellectual property rights, performers' rights, rights of privacy and/or publicity, or rights in confidential information;

iii) You have obtained any and all necessary written consents, permission and/or releases from any and all persons appearing in Your Content in order to include their name, voice,

performance or likeness in Your Content and to publish the same on the ANM website and any other linked websites, apps and/or platforms;

iv) Your Content is not and will not be unlawful, offensive, abusive, libellous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, will not promote violence, terrorism, or illegal acts, or incite hatred on grounds of race, gender, religion or sexual orientation;

v) Your Content does not and will not create any liability on the part of ANM, any other linked websites, apps and/or platforms and their respective subsidiaries, affiliates, successors, and assigns and their respective employees, agents, directors, officers and/or shareholders;

ANM reserves all of its rights, including without limitation, the right to remove Your Content, suspend or terminate your access to the ANM website and/or to pursue all of its legal remedies, if ANM is of the opinion that any of Your Content breaches any of the foregoing representations and warranties or otherwise infringes another person's or entity's rights or violates and law, rule or regulation.

11.5 You acknowledge and agree that any Content other than Your Content is the property of the individual who uploaded such Content, and is or may be subject to copyright, trademark rights or other intellectual property or proprietary rights. Such Content may not be downloaded, reproduced, distributed, transmitted, re-uploaded, republished, displayed, sold, licensed, and/or made available to otherwise communicated to the public or exploited for any purposes except through using the features of the ANM website including any changes made thereto from time to time and in compliance with the Agreement Terms. All rights in the Content, subject to the Agreement Terms, are reserved to the individual who uploads the Content.

11.6 You hereby acknowledge and agree that ANM:

i) stores Content, including Your Content, and other information at the direction, request and with the authorization of its users;

ii) acts merely as a passive conduit and/or host for the uploading, storage and distribution of Content including Your Content;

iii) takes no active role and gives no assistance in the presentation or use of Content including Your Content;

iv) has no responsibility for all Content including Your Content that is uploaded, posted or distributed to, on or through the ANM website and to the extent permissible by law, ANM is excluded from all liability with respect to all Content including Your Content and the activities of you and other users with respect thereto;

v) does not review the Content created or uploaded by its users, and ANM and its subsidiaries, affiliates, successors, and assigns and their respective employees, agents, directors, officers and/or shareholders do not have any obligation and do not undertake or assume any duty, to monitor the ANM website for Content that is inappropriate, that does or might infringe any third party rights, or has otherwise been uploaded in breach of these Agreement Terms or any applicable law or regulation;

vi) and its subsidiaries, affiliates, successors, and assigns and their respective employees, agents, directors, officers and/or shareholders, hereby exclude, to the fullest extent permitted by law, any and all liability which may arise from the Content including Your Content, uploaded to the ANM website by users, which exclusion includes but is not limited to, any claims for infringement of intellectual property rights, rights of privacy or publicity rights, any claims relating to publication of defamatory, pornographic, obscene or offensive material, or any claims relating to the completeness, accuracy, currency or reliability of any information provided by the users of the ANM website; by using the ANM website, you irrevocably waive the right to assert any claim with respect to any of the foregoing against ANM and/or its subsidiaries, affiliates, successors, and assigns and their respective employees, agents, directors, officers and/or shareholders

vii) notwithstanding that ANM has no legal obligation to monitor or review the Content including Your Content on the ANM website, ANM reserves the right to block, remove, or delete any Content including Your Content at any time and to limit or restrict access to any Content including Your Content, for any reason whatsoever and without any liability, including without limitation, if ANM is of the opinion that such Content including Your Content does or might infringe the rights of any third party, has been uploaded or posted in breach of the Agreement Terms or any applicable law or regulation or is otherwise unacceptable to ANM;

vii) may deny your right of continued access to any particular item of Content including Your Content and ANM and its subsidiaries, affiliates, successors, and assigns and their respective employees, agents, directors, officers and/or shareholders shall have no liability in the event that you are unable to access any particular item of Content including Your Content for any reason whatsoever, including due to its removal from the ANM website, whether by ANM or any user;

viii) ANM will suspend or terminate your access to ANM if ANM determines that you have breached the Agreement Terms or if ANM receive a valid notification from a third party or under applicable laws or regulations that Your Content infringes the copyright or other rights of a third party, or, if ANM is of the opinion that your actions are inappropriate and violate the Agreement Terms; your use of the ANM and your account may be suspended or terminated with or without warning, in what ANM deems

appropriate circumstances in its sole discretion, including without limitation, if ordered to do so by a court order;

12. Software updates

12.1 The software which you use with respect to the ANM website may automatically download and install updates from time to time from ANM. These updates may take the form of bug fixes, enhanced functions, new software modules and partial or complete new versions of the software. You acknowledge, accept and agree that ANM is allowed to deliver these software updates to you and you agree and accept to receive them as part of your use of the ANM website.

13. Your information disclosure

13.1 ANM will or may disclose your information,

i) if required by law, court order, subpoena or other legal demand, and if ANM is of the opinion that it is required or permitted by law to disclose your information;

ii) if in ANM's opinion, in order to protect or defend ANM's rights, and interests, or those rights and interests of ANM's users, employees, directors, agents and/or shareholders, and/or to protect and ensure the safety and security of the ANM website, apps, linked websites and/or platforms; and,

iii) if ANM is involved in a business transfer, merger, acquisition or insolvency and pursuant to the business transfer, merger, acquisition or insolvency ANM is required to transfer your information to any person, corporation or other entity.

14. Terminating your relationship with ANM

14.1 The Agreement Terms will continue to apply notwithstanding that you have terminated your account with ANM in accordance with the process set out below or otherwise.

14.2 If you want to terminate your account with ANM, you may do so by,

i) emailing written notice of your intention to terminate your account to: **ANM at: customerservice@allnaturalmusic.com.**; and,

ii) deleting your account from the Account Page within your Settings on the ANM website.

14.3 In the event that you delete your account, you acknowledge and agree that all data associated with your account, including any material and/or content that you have uploaded and the data associated with that material and/or content will be deleted and

may not be recoverable. Accordingly, it is recommended that you copy or back up all the material and/or content you uploaded to your account before you delete your account. Please note that even after you delete your account that your material and/or content may still appear in some internet search results after such deletion due to the search engine caching process and other internet processes and uses which are outside of ANM's control, therefore ANM will not be responsible for any material and/or content is available on the internet after your information and/or content has been deleted.

14.4 ANM may at any time, terminate its agreement with you and ANM's provision of the ANM website to you if,

i) you have breached any terms or provision of the Agreement Terms or have acted in a manner which shows clearly that you have no intention or are unable to comply with the terms or provisions of the Agreement Terms; or,

ii) ANM is required by law; or,

iii) any party with whom ANM has offered the ANM website to you has terminated its relationship with ANM or has ceased to offer the ANM website to you; or,

iv) ANM is in the process of no longer providing the ANM website to users in the country in which you are resident or from which you use the ANM website; or,

v) the provision of the ANM website to you by ANM, is in ANM's sole opinion, no longer commercially or otherwise viable.

14.5 Nothing in this Section 14 shall affect ANM's rights regarding the provision of ANM website including without limitation as set out in under Section 4 of the Agreement Terms.

14.6 When the Agreement Terms come to an end, all of the legal rights, obligations and liabilities that each party has benefited from, been subject to, or which have accrued during the term of the relationship between you and ANM, or which are expressed to continue indefinitely, shall be and remain in full force and effect and shall be unaffected by this cessation, and shall continue to apply to such right, obligations and liabilities indefinitely.

15. Limitation of liabilities and exclusion of warranties

15.1 NOTHING IN THESE AGREEMENT TERMS, INCLUDING THIS SECTION 15 AND SECTION 16, SHALL EXCLUDE OR LIMIT ANM'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME LEGAL JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR

THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE, CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR LEGAL JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

15.2 YOU EXPRESSLY ACKNOWLEDGE, UNDERSTAND, ACCEPT AND AGREE THAT YOUR USE OF THE ANM WEBSITE, AND WITHOUT LIMITATION, ANY APPS, OTHER LINKED WEBSITES, AND/OR PLATFORMS AND ALL CONTENT INCLUDING YOUR CONTENT ACCESSED THROUGH THE ANM WEBSITE, ANY APPS, LINKED WEBSITES AND/OR PLATFORMS, IS AT YOUR SOLE RISK AND THAT THE ANM WEBSITE IS PROVIDED ON AN "AS IS" "AS AVAILABLE" AND "WITH ALL DEFECTS AND FAULTS" BASIS.

15.3 ANM, ANY OF ITS AFFILIATES, SUBSIDIARIES AND ANY OF ITS LICENSORS DO NOT IN ANY WAY REPRESENT, WARRANT, PROMISE, GUARANTEE, TO YOU THAT YOUR USE OF THE ANM WEBSITE, AND WITHOUT LIMITATION, ANY APPS AND ALL CONTENT INCLUDING YOUR CONTENT ACCESSED THROUGH THE ANM WEBSITE, ANY APPS, LINKED WEBSITES AND/OR PLATFORMS:

- i) WILL MEET YOUR REQUIREMENTS;
- ii) WILL BE ACCESSABLE BY YOU;
- iii) WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS;
- iv) WILL BE RELIABLE, ACCURATE, AND/OR EFFECTIVE IN ANY AND ALL CASES, INCLUDING WITHOUT LIMITATION, SITUATIONS ARISING FROM YOUR FAILURE TO PROVIDE ANM WITH ACCURATE AND COMPLETE INFORMATION AND YOUR FAILURE TO KEEP YOUR ANM USERNAME AND/OR PASSWORD SECURE AND CONFIDENTIAL;
- v) WILL BE FREE OF ANY DEFECTS, OMISSIONS AND/OR ERRORS AND THAT ANY DEFECTS, OMISSIONS AND/OR ERRORS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE ANM WEBSITE, AND WITHOUT LIMITATION, ANY APPS AND ALL CONTENT INCLUDING YOUR CONTENT ACCESSED THROUGH THE ANM WEBSITE, ANY APPS, LINKED WEBSITES AND/OR PLATFORMS, WILL BE CORRECTED;

vi) WILL BE SECURE OR THAT ANY ELEMENTS OF THE ANM WEBSITE, AND WITHOUT LIMITATION, ANY APPS AND ALL CONTENT INCLUDING YOUR CONTENT ACCESSED THROUGH THE ANM WEBSITE, ANY APPS, LINKED WEBSITES AND/OR PLATFORMS THAT WERE DESIGNED TO PREVENT UNAUTHORIZED ACCESS, SHARING OR DOWNLOAD OF CONTENT INCLUDING YOUR CONTENT WILL BE EFFECTIVE IN ANY AND ALL CASES;

vii) WILL BE FREE FROM ANY ACTION TAKEN AGAINST YOU BY COPYRIGHT HOLDERS OR OTHER THIRD PARTY RIGHTHOLDERS WITH RESPECT TO ANY ALLEGED INFRINGEMENT OF SUCH COPYRIGHTHOLDERS OR OTHER THIRD PARTY RIGHTHOLDERS RELATING TO YOUR CONTENT OR YOUR USE OF THE ANM WEBSITE, AND ANY APPS, LINKED WEBSITES AND/OR PLATFORMS OR ANY ACTION TAKEN AS PART OF AN INVESTIGATION BY ANM AND/OR ANY RELEVANT LAW ENFORCEMENT AGENCY OR AUTHORITY REGARDING YOUR CONTENT AND/OR USE OF THE ANM WEBSITE, AND ANY APPS, LINKED WEBSITES AND/OR PLATFORMS;

vii) WILL BE OR IS LAWFUL IN ANY PARTICULAR JURISDICTION.

15.3 ANY CONTENT INCLUDING YOUR CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ANM WEBSITE, AND WITHOUT LIMITATION, ANY APPS ACCESSED THROUGH THE ANM WEBSITE, ANY APPS, LINKED WEBSITES AND/OR PLATFORMS, IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR HARM TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF INFORMATION THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT INCLUDING YOUR CONTENT.

15.4 NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ANM OR THROUGH OR FROM THE ANM WEBSITE, AND WITHOUT LIMITATION, ANY APPS, LINKED WEBSITES AND/OR PLATFORMS AND ALL CONTENT INCLUDING YOUR CONTENT ACCESSED THROUGH THE ANM WEBSITE, ANY APPS, LINKED WEBSITES AND/OR PLATFORMS, SHALL CREATE ANY LIABILITY OR WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT TERMS.

15.5 ANM SPECIFICALLY AND EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

16. LIMITATION OF LIABILITY

16.1 SUBJECT TO THE OVERALL PROVISION SET OUT IN PARAGRAPH 15.1 ABOVE, YOU EXPRESSLY ACKNOWLEDGE, UNDERSTAND, ACCEPT AND AGREE THAT ANM, ITS AFFILIATES, SUBSIDIARIES AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AGENTS, OFFICERS AND/OR SHAREHOLDERS, SHALL NOT IN ANY WAY BE LIABLE TO YOU FOR: (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT, (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF OPPORTUNITY, ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF CONTENT INCLUDING YOUR CONTENT, INFORMATION OR DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; (B) ANY OTHER LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU.

16.2 THE LIMITATIONS ON ANM'S LIABILITY TO YOU IN SECTION 15 ABOVE AND THIS SECTION 16 SHALL APPLY WHETHER OR NOT ANM HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

16.3 YOU AGREE THAT IN THE EVENT THERE MAY BE CIRCUMSTANCES THAT ARISE WHERE YOU ARE ENTITLED TO DAMAGES AS A RESULT OF THE LIABILITY OF ANM, ITS AFFILIATES, SUBSIDIARIES AND/OR THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AGENTS, OFFICERS AND/OR SHAREHOLDERS, AND IN SUCH EVENT AND IN ALL SUCH CIRCUMSTANCES YOUR SOLE REMEDY AND ANM'S AND/OR ITS AFFILIATES, SUBSIDIARIES AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AGENTS, OFFICERS AND/OR SHAREHOLDERS, LIABILITY AS THE CASE MAY BE, SHALL BE LIMITED TO THE GREATER OF THE SUM OF ONE (\$1.00) DOLLAR (CDN. FUNDS) OR ANY AMOUNT THAT YOU MAY HAVE PAID BY YOU TO ANM IN THE PREVIOUS SIX (6) MONTHS FOR USE OF THE ANM WEBSITE.

16.4 ANM, ITS AFFILIATES, SUBSIDIARIES AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AGENTS, OFFICERS AND/OR SHAREHOLDERS, SHALL NOT IN ANY WAY BE LIABLE IN ANY WAY TO YOU ARISING, WITHOUT LIMITATION, FROM:

i) ANY CHANGES THAT ANM MAY MAKE TO THE ANM WEBSITE, ANY APPS, LINKED WEBSITES AND/OR PLATFORMS, OR ANY PART THEREOF. OR FOR ANY TEMPORARY OR PERMANENT SUSPENSION OR CESSATION OF ACCESS TO THE ANM WEBSITE. ANY APPS, LINKED WEBSITES AND/OR PLATFORMS AND ANY CONTENT OR YOUR CONTENT THEREIN IN OR FROM ANY OR ALL JURISDICTIONS IN THE WORLD;

ii) ANY CIRCUMSTANCES REFERRED TO IN SECTION 15, SUBJECT TO ANY LIMITATIONS IF ANY, SET OUT IN SECTION 15.1.

17. Indemnification

17.1 You hereby agree to indemnify, defend and save harmless ANM, its, affiliates, subsidiaries and their respective employees, directors, officers, agents and/or shareholders from and against any and all claims, obligations, damages, losses, expenses and costs, including reasonable legal costs as a result of:

i) your violation of the Agreement Terms;

ii) any third party claim of infringement of copyright or other intellectual property rights or invasion of privacy as a result of your using the ANM website, the hosting of Your Content on the ANM website, any apps, linked websites and/or platforms, and /or making Your Content available to other users of the ANM website, any apps, linked websites and/or platforms and the actual use of Your Content by other users of the ANM website, any apps, linked websites and/or platform, in accordance with the Agreement Terms with respect to the distribution and sharing of Your Content; and,

iii) any activity related to your ANM account, be it by you or by any other person accessing your account with or without your consent.

18. Copyright and trade mark policies

18.1 It is ANM's policy to respond to notices of alleged copyright infringement and trademark complaints that comply with international intellectual property law and to terminate the accounts of offenders of such law. Such infringement complaints should be forwarded to ANM's email: [**customerservice@allnaturalmusic.com**](mailto:customerservice@allnaturalmusic.com) and must contain a statement by you that: i) you have identified content on the ANM website that infringes your copyright, trademark or the copyright or trademark of a third party on whose behalf you have written authority to act; ii) a description of the copyright work(s) or trademark that you claim has been infringed; iii) your full name, address, telephone number, a valid email address where you can be contacted; iv) a statement by you that you have

a reasonable good faith belief that the identified content on the ANM website is not authorized by the copyright or trademark owner, its agents or by the law; v) a statement by you that the information in your notice is accurate, lawful and you are the copyright or trademark owner or authorized to act on behalf of the copyright or trademark owner; vi) if you discover any Content that you believe is in violation of any of your other rights, or which you believe is defamatory, pornographic, obscene, racist or otherwise liable to cause offence or which constitutes impersonation, harassment, spam or otherwise violates the Agreement Terms or applicable laws and regulations, you are requested to report this to ANM at the aforementioned email address, setting out the items set out in subparagraphs i) to v) above, with appropriate amendments.

19 Advertising

19.1 Some of the services that ANM is providing may be in the future supported by advertising revenue and the ANM website may contain and display advertisements and promotions. These advertisements and promotions may be targeted to the content of information stored or transmitted in, by or through the ANM website by you, or based on other information.

19.2 The manner, mode and extent of advertising by ANM on the ANM website are subject to change at ANM's sole option, without specific notice to you.

19.3 In consideration for ANM granting you access to and use of the ANM website, you acknowledge, accept and agree that ANM may place such advertising and promotion on the ANM website.

20. Other Data, Privacy and Cookies

20.1 The ANM website may include hyperlinks to other web sites, data or resources. ANM may have no control over any web sites, data or resources which are provided by individuals, companies, organizations or other entities other than ANM.

20.2 You acknowledge, accept and agree that ANM is not responsible for the availability of any such external web sites, data or resources, and that ANM does not endorse any advertising, promotion, products or other materials on or available from such external web sites, data or resources.

20.3 You acknowledge, accept and agree that ANM is not liable in any way for any loss or damage which may be incurred by you as a result of the availability of such external websites, data or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, promotions, products or other materials on, or available from such websites, data or resources.

20.4 All personal data that you provide to ANM in connection with your use of the ANM website is collected, stored, used and disclosed by ANM in accordance with the Agreement Terms. ANM uses cookies similar to most online services, to help us understand how individuals are using the ANM website in order to help improve the ANM website. ANM may collect the following information automatically: i) the Internet Protocol (IP) address of the device from you access the ANM website (this can sometimes be used to determine the country or city from which you are accessing the ANM website); ii) the site you visited immediately prior to visiting the ANM website; iii) the specific actions you take on the ANM website, including the pages visited, streaming or downloading sounds, uploading sounds, and other activities; iv) any search terms you enter on the ANM website; v) the time, frequency and duration of your visit to the ANM website; vi) your browser type and operating system; vii) the nature of the device that you are accessing the ANM website, for example, a mobile phone or a laptop; viii) any other information that ANM may collect on your use of the ANM website using third party analytics such as Google Analytics. You can opt out or control the cookies that are set on your computer or mobile device but such rejection of cookies by your browser may prevent some of the features of the ANM website from being available to you.

20.5 We have provided you information on ANM's cookie activities and similar technologies. If you choose to use the ANM website without blocking or disabling cookies or opting out of these technologies, you have thereby indicated your consent to our use of these cookies and other technologies and to our use of any personal information that we collect using these technologies. If you do not consent to the use of these cookies and other technologies, please be sure to block or disable them using your browser setting, including the settings on your mobile device, or alternatively, do not use the ANM website.

20. Changes to Agreement Terms

20.1 ANM, at its sole option and discretion, may make changes to the Agreement Terms and Additional Terms, from time to time. When these changes are made, ANM will make a new copy of the Agreement Terms and Additional Terms available on ANM website.

20.2 You acknowledge, accept and agree that if you use the ANM website after the date on which the Agreement Terms or Additional Terms have changed, ANM will treat your use, or continued use of the ANM website, any apps, linked websites and/or platforms as acceptance of the updated Agreement Terms and/or Additional Terms.

21. General miscellaneous terms

21.1 From time to time when you use the ANM website, you may (as a result of, or through your use of the ANM website) use a service or download software, or purchase or obtain goods, which are provided by another individual, company, organization or entity. Your use of these other services, software or purchased or obtained goods may be subject to separate terms and conditions between you and such individual, company, organization or entity concerned. In such event, the Agreement Terms do not affect your legal relationship with these other individuals, companies, organizations or entities.

21.2 The Agreement Terms or Additional Terms constitute the whole legal agreement between you and ANM and govern your use of the ANM website and completely replace any prior agreements between you and ANM related to the ANM website.

21.3 You agree that ANM may provide you with notices, including those regarding changes to the Agreement Terms and Additional Terms, by email, or posting on the ANM website.

21.4 You acknowledge, accept and agree that if ANM does not exercise or enforce any legal right or remedy which is contained in the Agreement Terms or Additional Term (or which ANM has the benefit of under any applicable law), this will not be taken to be a formal waiver of ANM's rights and remedies and that those rights or remedies will still be available to ANM.

21.5 If any court of law, having the jurisdiction to rule on this matter, rules that any provision of these Agreement Terms or Additional Terms is invalid, then that invalid provision will be removed from the Agreement Terms or Additional Terms without affecting the rest of the Agreement Terms or Additional Terms as the case may be. The remaining provisions of the Agreement Terms and Additional Terms will continue to be valid and enforceable.

21.6 You acknowledge, accept and agree that each member of the group of companies of which ANM is the parent shall be third party beneficiaries to the Agreement Terms and Additional Terms and that such other companies shall be entitled to directly enforce and rely upon any provision of the Agreement Terms and Additional Terms which confer a benefit on (or rights in favour of) them. Other than the above, no other individual, company, organization or entity shall be third party beneficiaries to the Agreement Terms and Additional Terms.

21.7 The Agreement Terms, Additional Terms, and your relationship with ANM under the Agreement Terms and Additional Terms, shall be governed by the laws of the Province of Ontario and the laws of Canada, without regard to its conflict of laws provisions and exclude specifically the application of the principles of conflict of laws.

You and ANM agree to submit to the exclusive jurisdiction of the courts located within the City of Metropolitan Toronto, in the Province of Ontario, Canada, to resolve any legal matter arising from the Agreement Terms and the Additional Terms. Notwithstanding the above, you acknowledge, accept and agree that ANM shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction or country. The Agreement Terms and Additional Terms are excluded from the U.N. Convention on Contracts for the International Sale of Goods.

21.8 These Agreement Terms and Additional Terms and everything herein contained shall extend to and bind and may be taken advantage of by the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the parties hereto. The provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several, if applicable. Any release, indemnity or covenant for the benefit of ANM, its affiliates, subsidiaries shall apply equally, to the extent the context allows, to all employees, directors, officers, agents and shareholders of such party.

21.9 ANM may assign all or any part of its rights and its obligations, to any third party, including without limitation, to any person, or entity acquiring all, substantially all, or any part of the assets or business of ANM, at any time without notice.