

ARTIFY PODCAST TERMS AND CONDITIONS OF USE

- ****Effective: 2022-01-01****
- Please read the Podcast License Agreement, the Terms and Conditions, and the Privacy Policy carefully. If you do not accept or do not agree to any of the terms and conditions set out in the Podcast License Agreement, the Terms and Conditions of Artify (which may be amended from time to time), or the Privacy Policy of Artify (which may be amended from time to time) (referred together as the “**Terms**”), you may not provide any content to the Service. By confirming that you accept these Terms, and/or by submitting or uploading content to the Service, you represent and warrant that you have read and understand the terms and conditions of the Podcast License Agreement and that you will comply with them. Your delivery of content indicates that you agree to this Agreement, the privacy policy and the terms of Use of Artify.

1. INTRODUCTION

The following terms and conditions, including the schedules hereto (the “**Podcast License Agreement**”), constitute a legally binding agreement between you, the Podcaster (subsequently referred to as “**you**”), and Artify company Limited .

- Artify company provides a digital media distribution service known as Artify (the “**Service**”) and you wish to submit your podcasts, and associated content, for distribution by Artify on the Service, as further described below. Your submission of content requires that you agree to the terms and conditions of the Podcast License Agreement. Your submission of content is also subject to the Artify Privacy Policy (“**Privacy Policy**”).

Artify reserves the right to change, alter, replace or otherwise modify the Podcast License Agreement at any time to, as an example, reflect changes to the law or to the Service. Artify will attempt to notify you of major or material updates in advance, but you are advised to regularly review the most recent and up-to-date version of the Podcast License Agreement on the Service. You have no obligation to continue to upload and submit content to the Service following a change to the Podcast License Agreement, and if you do not agree to a modified version of the Podcast License Agreement, you should remove any content you uploaded and discontinue your use of the Service. Your continued use of the Service after any modification to the Podcast License Agreement will mean that you agree to the new or modified terms contained therein.

2. DEFINITIONS

In this Podcast License Agreement, the following terms shall have the following meanings:

“**API**” means any application-programming interface that ARTIFY COMPANY makes available to third parties which allows such third party to make available Authorized Content in accordance with this Podcast License Agreement;

- “**Approved Format**” means: (i) any industry-standard implementation of the digital media “**streaming**” format, as that term is commonly understood, in all cases wherein the content of the media file is rendered simultaneously with its transmission; and (ii) the so-called “**conditional download**” format wherein the transmission of a media file results in a playable copy of the media file being deposited on the storage medium of a User’s Terminal Device;

“**Authorized Content**” has the meaning set forth in Section 3.1;

“**Conditional Download**” means a digital media file of Authorized Content transmitted as described in part (ii) of the definition of Approved Format;

“**Content Delivery Specification**” means the specifications provided for in Schedule 1 as amended from time to time.

“**Podcast License Agreement**” has the meaning first set forth above;

“**Service**” has the meaning first set forth above;

“**ARTIFY COMPANY**” as used throughout this Podcast License Agreement shall mean, insofar as the Podcast License Agreement, including all rights, duties, obligations, benefits, privileges and immunities, pertains to: ARTIFY COMPANY

“**Artify Application**” means any version of the interface through which ARTIFY COMPANY grants access to the Service;

“**ARTIFY COMPANY Intellectual Property**” has the meaning set forth in Section 5.1;

“**Stream**” means a digital media file of Authorized Content transmitted in the Approved Format, and “**Streaming**” means the act of transmitting such file;

“**Term**” has the meaning set forth in Section 11.1;

“**Terminal Device**” means any now known or hereafter developed computer or consumer electronics device compatible with the relevant Approved Format and all other applicable requirements of this Podcast License Agreement, including, without limitation, laptop and desktop PCs (running, without limitation, MAC OS, Windows, Linux OS), netbooks, tablets, gaming consoles, networked home audio equipment, internet-enabled personal audio players, connected MP3 players, mobile telephones and cellphones, set-top boxes, connected televisions, voice controlled speakers, wearable devices and motor vehicles;

“**Territory**” means the World;

“**User**” means a user in the Territory and who ARTIFY COMPANY authorizes to access the Service.

3. CONTENT

3.1 Authorized Content. You license ARTIFY COMPANY all of the audio content, including any associated metadata, images, artwork, texts, photographs, videos, marketing materials or other associated materials, as specified by you in the podcast submission form and provided by you under this Podcast License Agreement (the “**Authorized Content**”) for use in connection with the Service. For the avoidance of doubt, Authorized Content shall not include any content that a User has stored locally on their Terminal Device, and which has not been downloaded using the Service, even if such content is the same as delivered by you under this Podcast License Agreement. You may include embedded advertising and/or sponsorship messages in the Authorized Content, in accordance with any criteria, specifications, guidelines, editorial standards, rules, or policies that ARTIFY COMPANY may require regarding the inclusion of such advertising and/or sponsorship messages in the Authorized Content, as updated from time to time and which may be delivered to you in writing or via a posting on an accessible hyperlink (“**Policies**”). For the avoidance of doubt, you acknowledge that advertising and/or sponsorship messages containing illegal content, offensive content, adult restricted content (gambling, alcohol etc.), pornographic content, or for firearms, ammunition, weapons, cigarettes, tobacco or e-cigarettes, or that relates to political or religious organizations or for any competing music streaming service, is not permitted. ARTIFY COMPANY reserves the right to remove and/or block any Authorized Content that contains any such embedded

advertising and/or sponsorship messages, or that it otherwise deems to be inconsistent with its Policies.

The Authorized Content you provide may only include content that you wholly own or otherwise are fully authorized to permit ARTIFY COMPANY to distribute and use in accordance with this Podcast License Agreement. You must therefore, as an example, have all rights and authorizations relating to any sound recordings and musical works included in the Authorized Content, necessary to allow all forms of distribution and usage specified in this Podcast License Agreement.

3.2 Delivery of Content. You shall, unless otherwise is agreed in writing, provide the Authorized Content (including all metadata and images) at no cost to ARTIFY COMPANY, and/or any third party appointed by ARTIFY COMPANY, in accordance with ARTIFY COMPANY's Content Delivery Specification in effect from time to time, the current version included as Schedule 1. ARTIFY COMPANY, and/or any third party appointed by ARTIFY COMPANY, may in its sole discretion decide to use all, or parts of, the metadata provided, as well as to supplement and/or replace such metadata. Without limitation to your other obligations herein, you will use best efforts, including by way of content filtering and blocking of certain content whether automated or manual, to ensure the Authorized Content delivered under this Podcast License Agreement does not breach ARTIFY COMPANY's infringement guidelines, as updated from time to time and which may be delivered to you via a posting on the Service or via an accessible hyperlink.

3.3 Withdrawal of Authorized Content. If it comes to your attention that any part of the Authorized Content that you have provided to ARTIFY COMPANY is likely to infringe the Intellectual Property Rights of a third party if transmitted and communicated to the public by ARTIFY COMPANY in accordance with this Podcast License Agreement, you must withdraw such Authorized Content from the Service immediately.

In the event that you withdraw Authorized Content, ARTIFY COMPANY shall cease any further transmission of the affected Authorized Content as promptly as practicable.

4. DISTRIBUTION OF AUTHORIZED CONTENT

4.1 Authorizations. You hereby authorize ARTIFY COMPANY on a royalty-free and non-exclusive basis, in the Territory and in connection with the Service, to: (a) download, digitally transcode, make copies of and otherwise process the Authorized Content to the extent reasonably necessary to transmit and communicate to the public the Authorized Content as set forth in this Section 4.1; (b) transmit and communicate to the public Streams and Conditional Downloads of Authorized Content on a pre-programmed and on-demand basis to the Terminal Devices of Users; (c) transmit, communicate to the public and display metadata and images to Users via the Artify Application and ARTIFY COMPANY web properties for purposes of identifying and promoting the availability of the corresponding Authorized Content on the Service; (d) transmit and communicate to the public Authorized Content through the API for display on third-party services; (e) make and store on ARTIFY COMPANY's servers and Terminal Devices such copies of Authorized Content as are reasonably necessary to enable ARTIFY COMPANY to transmit and communicate to the public Authorized Content and communicate to the public and display images as permitted hereunder; and (f) use the Authorized Content for internal research and development purposes. For the avoidance of doubt, ARTIFY

COMPANY will determine, at its sole discretion, whether the Authorized Content will be distributed via the Service, and ARTIFY COMPANY shall be entitled to use the Authorized Content in conjunction with all of the tiers, features and functionalities of the Service. Furthermore, you acknowledge that the Service may include advertisements and that ARTIFY COMPANY has the right to present advertisements in connection with the Authorized Content.

4.2 Takedowns. ARTIFY COMPANY shall be under no obligation to include and/or distribute the Authorized Content via the Service and reserves the full right to remove any Authorized Content from the Service in its sole discretion. Without limiting the foregoing, ARTIFY COMPANY shall have the right, in relation to all Authorized Content, to withdraw, with no liability whatsoever to ARTIFY COMPANY and without prejudice to other remedies, with immediate effect, the Authorized Content from the Service if: (a) ARTIFY COMPANY is notified by you or otherwise becomes aware that the Authorized Content and/or the distribution thereof, is or may be in violation of any applicable laws or regulations, or constitute an unlawful act in relation to you, ARTIFY COMPANY or any third party; (b) ARTIFY COMPANY is instructed to take such action by the public prosecutor's office or another competent authority; (c) any part of the Authorized Content that has been provided to ARTIFY COMPANY is likely to infringe the intellectual property rights of a third party if distributed by ARTIFY COMPANY in accordance with this Podcast License Agreement; or (d) you in any relevant way fail to fulfil your obligations under this Podcast License Agreement or are otherwise in breach of the Podcast License Agreement.

5. INTELLECTUAL PROPERTY

5.1 Rights of ARTIFY COMPANY. As between you and ARTIFY COMPANY, all copyright and other intellectual property rights in and to the Service ("**ARTIFY COMPANY Intellectual Property**") shall be owned exclusively by ARTIFY COMPANY. For avoidance of doubt, nothing in this Podcast License Agreement shall be construed to convey, and you by virtue of this Podcast License Agreement shall not acquire, any ownership interest in any ARTIFY COMPANY Intellectual Property. You shall not contest, or assist others in contesting, the validity, enforceability, ownership or title of any ARTIFY COMPANY Intellectual Property.

5.2 Your Rights. As between you and ARTIFY COMPANY, all copyright and other intellectual property rights in and to the Authorized Content shall be owned exclusively by you. For avoidance of doubt, nothing in this Podcast License Agreement shall be construed to convey, and neither ARTIFY COMPANY nor any User by virtue of the limited rights granted hereunder shall acquire, any ownership interest in any of your intellectual property rights.

6. FEE AND USAGE DATA

6.1 Fees. The authorizations granted to ARTIFY COMPANY in this Agreement are free of charge and you will not be entitled to any remuneration whatsoever.

6.2 Usage Data. ARTIFY COMPANY shall provide you with reasonably detailed usage data regarding the Authorized Content in a format generally made available to similarly situated podcast providers.

7. CONFIDENTIALITY

7.1 Definition. "**Confidential Information**" means any information regarding the terms of this Podcast License Agreement (other than the fact of its existence or the

name and address of each party), and any information, in whatever form, regarding your or ARTIFY COMPANY's business or operations; provided that Confidential Information shall not include information which: (a) at or prior to the time of disclosure by the disclosing party was known to the receiving party through lawful means; (b) at or after the time of disclosure by the disclosing party becomes generally available to the public through no act or omission on the receiving party's part; (c) is developed by the receiving party independent of any Confidential Information it receives from the disclosing party; or (d) the receiving party receives from a third person free to make such disclosure without breach of any legal obligation. public through no act or omission on the receiving party's part;

7.2 Obligations. The receiving party acknowledges the confidential nature of the disclosing party's Confidential Information and agrees that it shall not disclose the disclosing party's Confidential Information to any other person, or use any Confidential Information for any purpose other than as contemplated hereby, without the prior written consent of the disclosing party. Each party hereto agrees to take reasonable precautions (no less rigorous than the receiving party takes with respect to its own comparable Confidential Information) to prevent unauthorized or inadvertent disclosure of the other party's Confidential Information. Notwithstanding the foregoing, a receiving party may disclose Confidential Information of a disclosing party pursuant to any statute, regulation, order, subpoena or document discovery request, provided that prior written notice of such disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek, at its own expense, a protective order (it being agreed that if the disclosing party is unable to obtain or does not seek a protective order and the receiving party is legally compelled to disclose such information, disclosure of such information may be made without liability).

8. REPRESENTATIONS, WARRANTIES AND CERTAIN COVENANTS

8.1 Your Warranties. You represent, warrant and covenant that:

- a. you are at least 18 years old and have the full right and power to enter into and fully perform this Podcast License Agreement in accordance with its terms;
- b. your execution, delivery and performance of this Podcast License Agreement will not violate rights granted by you to any third party or violate the provisions of any agreement to which you are a party or violate any applicable law or regulation, including those related to personal data protection;
- c. you are the owner of, control or are otherwise licensed to exploit all intellectual property rights, including copyrights and neighboring rights regarding any music used in the Authorized Content, and other rights relating to the Authorized Content and materials provided by you, and that all rights, licenses, consents, waivers, clearances, or approvals necessary required from any music rightsholder or any other party in order for ARTIFY COMPANY to lawfully exercise and enjoy its rights granted under this Podcast License Agreement (including, without limitation, all necessary music, synchronization, mechanical transfer and performing rights clearances) have been obtained and shall be maintained during the term of this Podcast License Agreement;
- d. none of the Authorized Content provided to ARTIFY COMPANY, nor ARTIFY COMPANY's use of such content as contemplated by this agreement, will breach any applicable laws (including, without limitation, privacy laws in applicable jurisdictions), infringe any third-party intellectual property rights, constitute a

contempt of court, misuse of any confidential information of a third party or be defamatory or abusive;

e. you have obtained and shall maintain all licenses and/or other permissions, including governmental and regulatory licenses, in relation to the Authorized Content, necessary in order to enable ARTIFY COMPANY to lawfully exercise and enjoy its rights granted under this Podcast License Agreement;

f. you assume full editorial control and responsibility of all Authorized Content; and

g. you own or have obtained all necessary sound recording and audio-visual master licenses and consents (including all licenses and consents for the associated metadata and images and all other Authorized Content) and will pay (where necessary), all associated fees, royalties and other amounts due to any interested third parties (e.g. artists, unions) in respect of ARTIFY COMPANY's exploitation, in accordance with this Podcast License Agreement, of the Authorized Content.

8.2 Warranty disclaimer. ARTIFY COMPANY endeavors to provide the best service it can, but you understand and agree that the ARTIFY COMPANY service is provided "as is" and "as Available", without express or implied warranty or condition of any kind. You use the service at your own risk. To the fullest extent permitted by applicable law, ARTIFY COMPANY makes no representations and disclaim any warranties or conditions of satisfactory quality, merchantability, fitness for a particular purpose, or noninfringement. ARTIFY COMPANY does not warrant that the service is free of malware or other harmful components. In addition, ARTIFY COMPANY makes no representation nor does it warrant, endorse, guarantee, or assume responsibility for any third-party applications (or the content thereof), user content, or any other product or service advertised or offered by a third party on or through the service or any hyperlinked website, or featured in any banner or other advertising.

9. LIMITATION OF LIABILITY

9.1 Under no circumstances will ARTIFY COMPANY, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for to you for any direct, indirect, incidental, special, consequential or

9.2 Under no circumstances will ARTIFY COMPANY, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for to you for any direct, indirect, incidental, special, consequential or punitive damages whatsoever arising out of or relating in any way to (i) the service, including any changes ARTIFY COMPANY may make to the service, (ii) your use or the inability to use the service, (iii) any errors, mistakes, inaccuracies or omissions in the service or any content on the service, (iv) any bugs, viruses or trojan horses, or the like, which may be transmitted to or via the services by any third party, (v) any unauthorized access to or alteration of your data, or (vi) any action taken against you by a third party with respect to any alleged infringement of such parties third party's rights relating to the Authorized content or your use of the service, whether based on contract, warranty, tort, or any other legal theory, and whether or not ARTIFY COMPANY had been advised about the possibility of such damages or if such damages could have been foreseen or prevented.

9.3 In no event shall either Party's liability hereunder exceed actual loss which is attributed to the other Party's intention or negligence.

10. INDEMNIFICATION

Indemnification obligation. You agree to defend, indemnify and hold ARTIFY COMPANY and its officers, directors, employees and representatives harmless from and against any and all liabilities, damages, awards, settlements, losses, claims and expenses (including but not limited to attorney's fees and costs of investigation) due to or arising from (i) your use of the Service, (ii) your violation of any term of this Podcast License Agreement, (iii) any claim by a third party of infringement of any third party right, including but not limited to any copyright or other intellectual property right, property right or privacy right, by you, the Authorized Content and/or ARTIFY COMPANY's use of the Authorized Content in accordance with the terms of this Podcast License Agreement; or (iii) any claim that the Authorized Content has caused any damage to a third party (including but not limited to claims that the Authorized Content has caused damage to any personal rights).

11. TERM AND TERMINATION

11.1 Term. The term of this Podcast License Agreement will commence on the date of acceptance by you or the date upon which you submit your Authorized Content (the "**Effective Date**") and will continue to apply to you until terminated by either you or ARTIFY COMPANY.

11.2 Termination for Convenience. Either party may terminate this Podcast License Agreement at any time by sending written notification to the other party. You may also terminate the Podcast License Agreement by removing all Authorized Content and related material from the Service and thereafter ceasing to use the Service, provided that you also provide ARTIFY COMPANY notice informing that you have terminated the Agreement.

11.3 Repeat Infringer Suspension. ARTIFY COMPANY may terminate this Agreement, and/or, alternatively in TML's sole discretion, permanently or temporarily suspend with immediate effect your ability to provide Authorized Content to ARTIFY COMPANY in the event that, in ARTIFY COMPANY's reasonable determination, you are identified as a repeat infringer.

11.4 Additional Termination Rights. In addition to the right of termination set forth in Section 11.2 and 11.3, either party shall have the right to terminate this agreement immediately in the event of the other party's making an assignment for the benefit of its creditors, the filing of a voluntary or involuntary petition under any applicable bankruptcy or insolvency law, or the appointment of a trustee or receiver or any equivalent thereof for the other party or its property.

11.5 Surviving Terms. All terms and provisions of this Podcast License Agreement that by their nature should survive the termination of an agreement shall survive the termination of this Podcast License Agreement.

12. GENERAL

12.1 Similar Agreements. Nothing will be deemed to limit or restrict either party from entering into similar agreements with any other person or from offering services similar to the other parties.

12.2 Use of Third Parties by ARTIFY COMPANY. ARTIFY COMPANY shall be permitted to use the services of a third party contractor to assist it in hosting and transmitting Authorized Content as permitted hereunder, in each instance solely for the benefit of ARTIFY COMPANY and on ARTIFY COMPANY's behalf, via an API or otherwise. ARTIFY COMPANY shall also be permitted to offer the Service, and co-branded and white-labeled versions thereof, through partners.

12.3 Governing Law and Jurisdiction. This Podcast License Agreement shall be governed by and construed in accordance with the laws of Hong Kong, SAR, without regard to its conflicts of laws provisions. Any dispute, controversy, difference or claim arising out of or relating to this agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Tanzania International Arbitration Centre under the Tanzania International Arbitration Centre Administered Arbitration rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Tanzania. The arbitration language will be Swahili/English.

12.4 Notices. Except as otherwise provided herein, whenever any notice, request, consent, approval or other communication shall be given by one party hereto to the other, such communication shall be in writing and shall be delivered/addressed as follows:

To ARTIFY COMPANY:

Via BOTH: (i) personal delivery, express courier, or certified or registered mail, return receipt requested AND (ii) email, to:

Legal Affairs

Artify company

Artify company Address as provided first above

Or email: Music@Artify.co.tz

To you:

Via either (i) personal delivery, express courier, or certified or registered mail, return receipt requested (ii) via notifications communicated through the Service, OR (iii) email, to the addresses furnished by you when submitting or uploading the Authorized Content to the Service.

Notices must be in writing, and shall be deemed to have been duly given or made:

(a) on the date delivered in person, (b) on the next business day after the date indicated on the return receipt if mailed postage prepaid, by certified or registered mail, with return receipt requested, (c) if sent by a nationally recognized overnight courier service with service charges prepaid, on the next business day after delivery to the courier service (if sent in time for and specifying next day delivery), or (d) on the day sent if sent by email.

12.5 Assignments. This Podcast License Agreement will be binding upon and inure to the benefit of the parties, their respective personal representatives, and permitted successors and assigns. You may not assign or transfer this Podcast License Agreement, or any rights or licenses granted hereunder, in whole or in part, to any third party without ARTIFY COMPANY's prior written consent. ARTIFY COMPANY reserves the right, at its sole discretion, to assign or transfer any of its rights and delegate any of its duties hereunder, in whole or in part, to any affiliate or any successor to substantially all of its assets (whether by acquisition, merger, sale of assets or other type of transfer).

12.6 Relationship Between the Parties. There is no joint venture, partnership, agency or fiduciary relationship existing between the parties and the parties do not intend to create any such relationship by this Podcast License Agreement.

12.7 Marketing and Publicity. Neither party will make any statement (whether oral or in writing) in any press release, external advertising, marketing or promotion materials regarding the other party or its services unless: (a) it has received the

express written consent of the other party, which will not be unreasonably withheld; or (b) it is required to do so by law. However, ARTIFY COMPANY shall have the right to market, advertise and promote the Authorized Content via any of ARTIFY COMPANY's marketing/advertising channels used from time to time, such as but not limited to television, radio, print and the Internet, in the customary manner employed by ARTIFY COMPANY for comparable content. For the avoidance of doubt, to the extent the Authorized Content contains any embedded advertising or sponsorships, such advertising and/or sponsorships may not reference or infer that the Authorized Content is sponsored by ARTIFY COMPANY (unless ARTIFY COMPANY actually is sponsoring the Authorized Content, in which case such sponsorship messaging must be approved by ARTIFY COMPANY in advance).

12.8 Waivers. No waiver of any term of this Podcast License Agreement shall be deemed a further or continuing waiver of such term or any other term. The failure of ARTIFY COMPANY at any time or times to require full performance of any provision hereof will in no manner affect the right of ARTIFY COMPANY at a later time to enforce the same.

12.9 Severability. If any provision or term of this Podcast License Agreement, not being of a fundamental nature, is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Podcast License Agreement will not be affected.

12.10 No Third-Party Beneficiaries. Except as may be expressly set forth herein, nothing in this Podcast License Agreement shall be deemed or interpreted to create any third-party beneficiaries, or confer any rights in any third parties.

Entire Agreement. This Podcast License Agreement constitutes the entire agreement between you and Artify company pertaining to the subject matter hereof, and supersedes any prior agreements in relation to the Podcast License Agreement, whether written or oral. Please note, however, that aspects of your access to and use of the Service are subject to the aforementioned Terms of Use and Privacy Policy.