

Important notice!

These GENERAL TERMS OF SERVICE (hereinafter referred to as: "Terms of Service") apply to EACH AND EVERY User visiting and/or using this Website, Content and/or Services. These Terms of Service are available on our Website. Along with the Privacy Policy, these Terms of Service constitute a single, legally binding document between you and Sing my Text. By accessing and using singmytext.com, you are hereby compliant and expressly AGREE to all conditions contained in these Terms of Service, and thus find them reasonable. Furthermore, your behavior on this Website is at ALL times governed and subject to these Terms of Service, Privacy Policy and all auxiliary documents you are given access to, and thereby acquainted with.

Sing my Text UG (haftungsbeschränkt), is a legitimate and legally bound Service, registered in the respective German Company Registry. All business and transactions done via Sing my Text have the appropriate consent from state authorities, and are in accordance with German governing Law.

References

References in these documents to Sing my Text, "We" or "Us" mean Sing my Text, or (if different) an owner Company or another Parent or Daughter Company that is conducting the specific Sale and/or any successors and assigns there to. References to "You", "Your" and "User" mean the person, group or other entity utilizing Sing my Text. References to "Buyer" mean Users which have successfully submitted an order, and entered into contract with Sing my Text.

By visiting and using Sing my Text's Website, You are hereby compliant to all Provisions including the express terms and restrictive covenants these General Terms of Service and Sing my Text's other legal documents and/or notifies include, and thus find them to be reasonable. If you do not find these provisions reasonable, please stop using this Website and/or Services. Deletion of your User Account or Profile information is also required. Unless you do so, you WARRANT that you are compliant to these Terms of Service and provisions to which you are properly notified via Our Website. Furthermore, you hereby INDEMNIFY Sing my Text, its owner Company, Subsidiaries, Offices, Partners, Employees, Management or Administrative Team, other Representatives and all future individuals or legal persons involved with Sing my Text, in respect to any losses possibly suffered in connection to the Website, Software, Content and Services. Sing my Text, being a private entity does NOT support intolerant behavior and does not promote any type of penal activity.

GENERAL TERMS OF SERVICE

1. INTRODUCTORY CLAUSES

1.1 Introduction, conclusive acceptance and scope of Terms of Service

Sing my Text provides educational songs produced by independent musicians. Our products/services (educational songs) can be directly purchased in our website (www.singmytext.com) or a client may decide for one of the subscription plans, which gives the rights to freely listen and download 100% of the songs, but not the rights to distribute them to third parties, unless the songs were classified as free songs.

These provisions, along with auxiliary documents of Sing my Text are governing your use of this Website. By using Sing my Text's Website, Content, Software and/or Services, You hereby find the Terms of Service reasonable, and fully accept them. If you do not accept

the Terms of Service of use, or find them unreasonable, please stop using Sing my Text's Website, Content, Software and/or Services.

2. REGISTRATION AND PROFILE

2.1. Registration with Sing my Text

Users, for the purposes of visiting and browsing our Website may or may not have a registered account. Please note that some aspects of functionality of Sing my Text are to be limited without having a registered account. Upon registration, some personal information may be required from you. For the purposes of purchases, please see the "Purchasing on Sing my Text" subsection. The personal information that may be required from you is your contact details (such as, without limitation: name, e-mail address, shipping address, country/state, telephone number) and your billing details (such as, without limitation: the billing credentials as per your preferred way of purchasing goods from Sing my Text).

3. SERVICE USAGE GUIDELINES

Usage Guidelines.

You agree not to engage in any of the following prohibited activities:

- Copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping";
- Using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the Sing my Text servers than a human can reasonably produce in the same period of time by using a conventional web browser (except that Sing my Text grants the operators of public search engines revocable permission to use spiders to copy publically available materials from our websites for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials);
- Transmitting spam, chain letters, or other unsolicited email;
- Attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service;
- Taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- Uploading invalid data, viruses, worms, or other software agents through the Service;
- Collecting or harvesting any personally identifiable information, including account names, from the Service;
- Using the Service for any commercial solicitation purposes;
- Impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
- Interfering with the proper working of the Service;
- Accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or

- Bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

4. USE OF SERVICE

4.1. Copyright notice.

You hereby agree that you are going to use this Website, Content and Services reasonably. You agree that you will withhold of any actions that can cause or could cause damage to Sing my Text's Website, Software, Content and/or Services. You and every person you authorize with, using Your Account may not engage in any activity which may result in lowering the overall quality of the Website and Services offered therein. You and other people authorized to use your respective User Account will also withhold of any activity that may cause nuisance, or in any other way prevent any other Users from using the provided Content and Services. Any and every person shall further withhold of any actions which are recognized by law as unlawful, illegal, fraudulent or harmful towards Sing my Text's Website, Software, Services or Functionality, and shall not, in any way promote this type of illegal activity, under the penalty of civil and penal provisions of the applicable US law. Sing my Text's Website, Content and/or Services are not to be used for distribution of Spyware, Trojan Horses, Root kits, Keystroke Loggers or any type of Malware whilst utilizing Sing my Text, its Software and/or Services, under the penalty of the German Governing civil and/or penal provisions. You and individuals Authorized to use Your User Account shall also withhold of any systematic or automated information and data collection activities, including data harvesting, limitation scrapping, data mining and other similar activities without the consent of the Website's administrators under the penalty of privacy protection statutes under the Governing law of Germany. Any consent issued by the Website's administrators on data collection will be fully coherent with the German Governing law and in compliance with this Website's set of legal documents. In the event such consent is possible to issue, due to statutory provisions by German Governing law, any eventual consent will be issued in paper form upon previous request, and as such will be subject to further notification of the Website's visitors, customers and/or Users. Without the required form and previous notification of Users, any consent given by Sing my Text in regards to data collection is null and void. This Website is not to be used for marketing purposes without the Website administrators' consent. Such consent will be issued in proper form, in full compliance with the Privacy Policy and German Governing law. One shall not transfer, sublet or otherwise dispose of their respective rights and obligations. You shall further not engage in unacceptable behavior, namely: - harassment, threatening or intimidating another User, - transmitting any unlawful, threatening, abusive, offensive, defamatory or hateful text or voice communication or images and/or other material, any ethnically or racially objectionable material, or any material infringing intellectual property, privacy and/or publicity rights of any third party, - using obscene or offensive User Names, - posting any material with the intention to solicit other Users, - disparaging Sing my Text's services, Sing my Text or its

representatives or employees, administration and/or other staff. Sing my Text reserves the rights to: - Restrict access to certain areas of this Website, which are not meant to be available for visitors, consumers and/or Users; - Further disable access to certain areas of this Website in full discretion of the Website's administrators, under full discretion without a previous notice or explanation; - Restrict access to other areas of this Website, in case of violation of these provisions. These restrictions are in full Sing my Text's discretion, and can be issued without explanation or notice; - Enable access to certain areas of the Website, providing You with a User ID and Password, which are for Your PERSONAL use. It is advised to keep these credentials confidential, in case of misuse by third parties.

4.2. Breach of these Terms of Service. Rights of Sing my Text

Sing my Text reserves the right to terminate a User's access to its Website or Software if, under appropriate circumstances, they are determined to be repeated Infringers. Sing my Text further reserves the right to decide, whether User Submissions of any kind are appropriate, and if they comply with these provisions. Sing my Text reserves the right, but not the obligation to initiate personal inquiries of potential abuse and/or misbehavior personally or upon filed reports or complaints, regarding any Users' activity. Any investigation or inquiry will be at the sole discretion of Sing my Text and it will include any steps that Sing my Text finds appropriate. Note that these steps may include disclosing User conduct to one or more entrusted parties. Sanctioned by German Governing law, any misconduct and/or breach of the aforementioned usage provisions will be treated as seen fit by Sing my Text under its sole discretion.

4.3. Discretionary Rights.

Methods of preventing further damage or nuisance towards other Users may, Sing my Text's staff or other third parties towards, which Users have committed a breach of their rights include:

- Suspension or Termination of Your User Account with or without previous notification;
- Temporary or permanent Bans from Our Websites with or without previous notification;
- Other methods Sing my Text's staff or administrators see fit.

Further note that Sing my Text, in dealing with specific breaches of these provisions, does exclude bringing up civil and/or penal legal action against an individual or group, whom or which have taken part in this type of behavior. Note that Sing my Text may disclose Your personal information in the NECESSARY range under the governing law of Germany in connection with any current or future legal proceedings in order to constitute or defend its respective rights or in case Sing my Text needs to comply with the demands (namely formal requests) of appropriate State authorities.

5. ORDERS AND PAYMENT

5.1. Third-party payment protocols

Sing my Text and Third-party authorized websites use third-party billing protocols in order to securely process your payment. The third-party billing protocols enjoy a high level of encryption and security, in order for your payment to be safely made without any risks.

5.2. Functionality Redeems

Subscriptions and Add-ons may be redeemed by a dedicated code available to the person who/which has purchased the service. Whilst redeeming a functionality as part of the paid services we provide, you hereby warrant that you are the owner of the Redeem code, and have every right to redeem your purchase on another application (whether static or mobile), unless redeems and account sharing have been allowed explicitly whilst purchasing the product, or in these Terms of Service.

6. CONTRACTUAL RELATIONSHIP TO INDEPENDENT CONTRACTORS. ADVERTISER SERVICES AND OTHER SERVICE AGREEMENT SPECIFICS.

Part of the Service's function is to provide for recruitment and selection of independent contractors (thereinafter referred to as: Artists), in order to execute the services, which are provided by Sing my Text.

Sing my Text, whilst providing services to Clients, is obliged to do the following:

- Provide a supply of Artists willing to license their works throughout Sing my Text for further use to end users;
- Gaining the right to re-distribution of the Artists' assets towards end users via the Sing my Text Website
- Regulating the Artists' payment as per the number of streams and/or downloads, without inclusion of taxation and further deductions;

The Service will, however, accept no liability for any losses or costs incurred in the event that the Service will not be able to find and facilitate an appropriate Artists member suiting the Client's needs. The Service is further not to be held liable for the individual behavior of Artists, and reserves rights of Termination of Service agreements with the Artists members having broken codes of ethics, etiquette and appropriate behavior. Artist members are recruited on an independent contractor agreement basis, which is not, by any means, meant to constitute, nor take into consideration a position of a selected Artist member for an employee of Sing my Text.

6.2. Subscriptions to Sing my Text or direct purchase without subscription

Subscriptions made via the Service are to give access to a specific area of the Service's Website for the registered user having bought such subscription plan. Please note that subscription plans vary by pricing. Upon buying a subscription plan, you have a time-limited access to features, such as, without limitation: searching, browsing, accessing songs and downloading and other

multimedia on our Website. After expiry of a Subscription plan, the client no longer has free access to the products and services unless it renews the subscription. A client may also decide to purchase individual songs without the need of a subscription.

6.3. Agreements for title transfer of certain types of Assets

The Service, as the holder of rights, shall offer some assets for purchasing. Please note that, effective as of the date of purchase, the Service shall transfer, convey, assign and deliver the rights to use of the Asset by means of a secure protocol enabled by the Sing my Text Website, and the Client shall accept and assume all rights arising out of this transfer, which is to be specified upon checkout from the Service along with all precursors, portions and works in progress with respect thereto, including works of authorship, mask works, technology, materials and processes relating to the development, support or maintenance thereof, all copyrights, contract rights and rights to use, rights to develop and any rights and applications for registrations of the foregoing.

Please note that all offered assets, as well as the scope of authorization available for purchase, shall be specified upon checkout. Sing my Text is, by means of offering the asset on the Website, authorized to dispose with the asset, i.e. offer the asset to the broad public as per the terms specified within the displayed offer and specifics available upon checkout or Order confirmation.

6.4. Agreements between Clients and Sing my Text

6.4.1. Scope of Authorization

An order of Service (hereinafter referred to as: "Order") is an ordered, service as per the prescribed specifications (hereinafter referred to as: "Offer") on the Sing my Text website.

6.4.2. Licensing

All Intellectual property rights in respect of the Asset are owned by the Artist. The Service is granted rights to use as per the manner prescribed in Subsection 6.2.

6.4.3. Defective Performance of Third-party services

The Service shall not be held liable to any services outside the scope of the offered arrangement by Sing my Text. We are not responsible for the Defective performance of any type of Third-party services (usually identified by arranged by third-party service providers and expressly described in the booking offer made to the Client as facultative/additional expenses, or expressly described as affiliates or partners placing their services through Sing my Text.), as we place their offers throughout our website by agreement with third-party service providers, but do not have any objective influence on the execution of these services, which are solely provided by the third-party service providers.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1. Indemnification

You hereby agree to indemnify and hold Sing my Text, its owner Company, Representatives and Partners harmless from and against any loss, cost, damage and expense, including but not limited to: attorneys' fees and court costs, arising directly or

indirectly from Your use of the Sing my Text's Website, software or services and/or Your breach of any representation, warranty or restriction contained in this agreement.

7.2. Interpretation guidelines

This agreement is not to be in favor of a weaker party, as there is not such party under this specific contract. Due to the fact that both the Service and the Users have high bargaining powers in stipulating a contract with each other, as well as several dozens of options for customizing the user experience, we believe that this agreement, even if it is a main framework for the functioning of this Service, is a collection of the basic rules and guidelines all Services of this type abide by.

8. DISCLAIMER

8.1. General Disclaimer

Sing my Text's website, content and services are all provided "as is". Sing my Text does not unilaterally provide any express or implied terms, representations, warranties or conditions. Sing my Text, its employees, offices, agents or other representatives are further not liable, to the maximum extent permitted by law for any: direct, indirect, special or consequential loss; business or private losses, including: income, savings, or profit loss, loss of contract, loss of goodwill or representations loss, warranty loss, data corruption, personal loss. The aforementioned limitations are voided in the exclusive case that Sing my Text has willingly voided its limitation of liability in a specific Set of Terms and/or Contract. Limitations apply in the case that Sing my Text had been advised of the potential loss. Sing my Text does not take any responsibility for the unreasonable behavior of visitors and/or third parties. Furthermore, Sing my Text does not take any responsibility for publishing any content, which is not in any way meant to constitute and/or provide any type of professional advice. Sing my Text is further not responsible in any way, to no extent in the unlikely case of severe host and/or server failure or breach, or any other Vis major, which is not in scope of Sing my Text's ability to control. This disclaimer cannot and will not exclude any warranty or liability implied by German Governing law, will not exclude and/or limit any warranty or liability which is illegal or unlawful to limit or exclude in compliance with German Governing law. You hereby understand this liability limitation statement, and are fully compliant with it in its entirety.

9. SOFTWARE LICENSE AGREEMENT

9.1. Software License Agreement

This specific software license and terms of service, along all rights or obligations notifies constitute a single, legally binding agreement between Sing my Text and you. These terms of service along with auxiliary and supplemental documents form the complete and exclusive statement of the provisions governing the usage and privacy notifies of Sing my Text's software, documentation and auxiliary materials, which form a full and functional service. You express your intent to use the aforementioned. By expressing

consent expressly or in any other ways including, but not limited to: written or oral statements, usage of this Website and App or other conclusive manner possible. You are hereby compliant, and therefore bound by this set of legal documents. By using Sing my Text's software, Website and Apps, products or services, you are compliant with the provisions of these terms of service, and supplemental documents, and thus find all provisions to be reasonable. If you are not compliant to this set of documents, or in any way do not find these provisions reasonable, please stop using Sing my Text's software, Website and App and/or services. Deletion of profile information is required. Unless you do the aforementioned, you conclusively warrant that you are compliant to the aforementioned documents and their express provisions.

9.2. Express Licensing Grant

Sing my Text hereby grants you a non-exclusive and non-transferrable license to use of this Website and App's content and services. This license limited to personal use, and is further limited according to any Terms or Contract Sing my Text stipulates with you. Applicable Licensing Terms may be displayed at an accessible place or visible to you.

10. REVERSE LICENSING GRANT

Upon sharing submissions via Sing my Text, you retain all proprietary rights and grant Sing my Text a Universal, Worldwide, non-Exclusive, Royalty-free, Transferrable License to be used, reproduced, performed displayed and otherwise manipulate with the User Submission. These licenses granted by you in User Comments are perpetual and irrevocable. The licenses are not valid for User submissions which have or had been deleted by the Users. Please note that this license is granted only in order for your creative work(s) to be available on the service, as well as for some specific marketing or featuring abilities that Sing my Text may exercise. Accreditation of user creations uploaded by creators is to be included in a clear and visible space on the specific webpage in which the creation is included. If the creation is shared on a third-party platform or used as a marketing material on behalf of Sing my Text, the name or nickname of the author will be included, and considered an appropriate accreditation.

11. Copyright Policy

11.1. The DMCA

If you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing: - A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; - Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; -Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the

service provider to locate the material;- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; -A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Notifications of claimed Infringement should be sent via e-mail, post or fax. You acknowledge that if you fail to comply the aforementioned requirements, your DMCA notice may not be valid. If you believe that your User Submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Submission, you may send a counter-notice containing the following information to the Copyright Agent: - Your physical or electronic signature; - Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; - A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; -Your name, address, telephone number, and e-mail address, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If your counter-notice is received by the Copyright Agent, Sing my Text may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Sing my Text's sole discretion

12. THIRD-PARTY LINKED WEBSITES AND SERVICES

Our platform may contain link to third-party Websites. Sing my Text advises you to use third-party websites with caution, as they may be governed by different Terms of Service. We are not to be held liable for displaying any third-party websites on our platform, and will not be held liable for your personal behavior on the third-party websites or the results thereof.

13. TERMINATION OF AGREEMENT

This Agreement stays in effect and governs your use of this Service at all times, while you are an owner of our Service's Account or by simply utilizing our Website or App. You are free to terminate your account or delete our App at any time, for any reason whatsoever in a standardized procedure and option given to you on this Service or via your respective mobile operating system. Note that your User account may be terminated with or without previous notice, in cases of infringements, from the Service whatsoever. For more details on the procedure of account termination, please read the agreement further, more specifically in

Section 4, regulating User behavior on the Website and App. Other references of termination will be incorporated in these Terms of Service and Privacy Policy by reference.

14. LEGAL NOTICES

14.1. Pro-Validity Clause

If any provision of these Terms of Service is, or is to be found by an appropriate authority, unenforceable under German Governing law, that will not affect the enforceability of any other provisions of these Terms of Service.

14.2 Dispute-Resolution Clause

These Terms are written in compliance with the governing law of Germany and international standards. The Parties agree to solve all disputes or controversies, including those arising from termination of employment in a manner other than filing court actions. Alternative dispute-resolution prevents statute barring of the rights and obligations arising from this Agreement. If these dispute-resolving methods prove unsuccessful, they are to commence court proceedings. If any provision of this Agreement is, or is to be found by an appropriate authority, unenforceable under governing law, that will not affect the enforceability of any other provisions of this Agreement. Statutory provisions will govern all aspects of the individual Service Agreement, which have not been regulated by the provisions of these General Terms of Service or specific set of documents in connection to the provided Service(s), by German law.

14.3. Applicable Law

In accordance with Article 3 of Regulation (EC) No.593/2008 on applicable law to contractual obligations (Regulation Rome I), the parties covenant that the applicable and usable law according to which this agreement will be governed will be German Law. Subsequently to the aforementioned, the governing law of Germany will regulate all disputes or litigation arising from the content of this contract or its execution, accordingly.

15. CONTINUITY

15.1. Corporate Continuity

In the event that Sing my Text goes through a business transition (merger, acquisition, sale of assets etc.), your personal information and content uploaded by you will likely be among the assets transferred accordingly to the title of transfer under which the information and content are being owned or used by the Service (ex. If you, as a Creator, have licensed your submission to the Service in order to be displayed, this right will be transferred to the party included in the business transaction with Sing my Text). You will be notified via e-mail of any such change of ownership of your personal information.

15.2. Service Continuity

Sing my Text reserves the right to discontinue any portion of the whole service with or without previous notice. Sing my Text is not to be held liable for such discontinuance. Any concluded sales will survive the discontinuance of these Terms of Service, and are to be executed on behalf of Sing my Text and the Return and Shipping policy.

15.3. Continuity of this Document and other Legally-binding documents

Every older version of these documents is superseded with the issuing of a renewed version. In case of change of our General Terms of Service or Privacy Policy, we will notify you on this Web page, the App, by e-mail, or by means of notice on our Home Page. These Terms, along with all supplemental documents you have expressed your consent to, without limitation to conclusive means of acceptance, are to be regarded as a single, legally-binding contract between you and Sing my Text.

16. CUSTOMER SERVICE

Our primary objective is to deliver a smooth and enjoyable experience to our customers. Therefore, we do not want any question or issue to remain unresolved. You can contact our Contact and Customer Service Staff by means of e-mail, telephone number or other methods, which can be found on our website. The company provides assistance, guidance and advice via the customer care representatives. Upon contacting the customer service, you agree to be respectful and kind. Termination rights are reserved for users which are not to behave in compliance with this subsection.

17. TEXT AND HEADINGS. FINAL CLAUSES REGARDING CONSUMER PROTECTION.

17.1. Document as a whole

These Terms of Service reflect the policy of Sing my Text in regards to your usage of this Website. They are further intended to inform Sing my Text's Users of the possible results of breaches of these Terms, in regards to using this Website, Software and/or Services. If you have any questions, do not hesitate to contact us via e-mail, post, telephone number or by using our Online Support Service.

17.2. Consumer Protection Clause

Unless stated otherwise in this document, the information provided by you in whilst using Sing my Text shall be used only for the purposes of contacting you regarding the Scope of Service which the Company provides, or for the purposes of eventual billing. Nothing in the Terms of Service, Privacy Policy, Disclaimer or any associated documents you express your consent to (either expressly or conclusively) is constructed to violate consumer rights, so long the Terms set within these documents are not unilaterally breached by Users.

17.3. Ascent

You hereby conclusively enter into this agreement by repeated usage of this Website. If you find any of these provisions unreasonable, please refrain from further usage of this Website.