

DO NOT USE THIS SERVICE IF YOU ARE UNDER 18. DO NOT USE THIS SERVICE IF YOU ARE A CITIZEN, OR OTHERWISE RESIDE IN, A COUNTRY THAT IS SANCTIONED BY THE UNITED STATE OF AMERICA.

Terms of Service ("**Terms**") are a legally binding agreement between AI for the Rest of Us, Inc. DBA Unburdn, its subsidiaries, and affiliates, which is the owner of Beloved Ballads (collectively, "**Beloved Ballad**") and yourself ("**you**").

By using this service or browsing this website, whether by creating a User Account or as a guest (including visitors who have not registered), you acknowledge that you have read, understood, accepted, and agreed to be bound by these terms. These Terms apply to every individual accessing the website or using the service in any manner, whether or not a User Account has been created. If you do not agree to these Terms, please refrain from using this service and/or visiting our website.

Beloved Ballad reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms, at any time. Revisions to the Terms will be effective upon Beloved Ballad's posting of such revised Terms on this website. It is your responsibility to check these Terms for changes periodically. Your continued use of the User Account after such posting of changes will constitute your consent to be bound by the revised Terms. If you do not agree to the Terms, your only remedy is to discontinue your use of the Site and to cancel any User Account you have created. Beloved Ballad may (but is not obligated to) notify you of any changes in these Terms.

Beloved Ballad reserves the right to terminate or suspend all or part of your User Account created, without prior notice and without liability.

The User Account is made available for personal and non-commercial use only. You are not allowed to resell, deep-link, use, copy, monitor (e.g., spider, scrape), display, download, reproduce, or use crawlers, robots, data mining or extraction tools of any type in connection with any content or information, software, products or Songs for any commercial or competitive activity or purpose.

It is your responsibility to ensure that your mobile device or computer meets all the necessary technical specifications to enable you to access and use the User Account. Beloved Ballad does not provide you with the equipment to access and/or use the User Account.

You may delete your account by sending a termination notice to hello@belovedballads.com and upon receipt of said notice your account will be terminated within 30 days after the notice.

By accepting these Terms and/or by opening the User Account, you declare that you are of legal age to form a binding contract with Beloved Ballad, and in any case, at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18). The User Account is not available for use by persons under the age of legal majority.

1. DESCRIPTION OF Beloved Ballad's BUSINESS

Beloved Ballad is an AI company and Beloved Ballads is one of the offerings of Beloved Ballad's business. Beloved Ballad is an AI company and may use various AI tools to create your song(s). Beloved Ballad has a platform, or will use a third party platform, for creating personalized and customized songs for yourself or your loved-ones using AI. Beloved Ballad permits individuals like you to purchase customized musical creations, of different musical genres, by providing specific guidelines, personalization elements, and specifications. Beloved Ballad produces the creation using AI, and/or using a third party AI song creation platform, and ensures that each song meets the required standards set forth by Beloved Ballad's team for excellence. For purposes of these Terms, each song ordered by you shall be referred to as the "**Song**".

2. USER ACCOUNT

In order to purchase products from Beloved Ballad (including Songs, or add-ons), you must provide an email address to register for and maintain an active personal User Account ("**User Account**").

Registration for a User Account will require that you submit an email address and other information to Beloved Ballad. A change in your email may result in your inability to access or use the User Account. You may be required to provide additional personal information and/or provide proof of identity or other method of identity verification to access or use the User Account, and you agree that you may be denied access to or use of the User Account if you refuse to provide such information or proof of identity or other method of identity verification.

You agree that Beloved Ballad may contact you by email at the email address provided by you or on your behalf in connection with a User Account, including for technical support, advertisement, newsletters and announcements purposes.

The following rules govern the security of your User Account and the information stored in relation to your User Account. For purposes of these Terms, references to User Account may include any account and account information, including names,

addresses, and any activity log related to the Services, such as any Songs ordered, completed and/or cancelled.

In the event you become aware of or reasonably suspect any breach of security, including, without limitation any loss, theft, or unauthorized use of the Services or unauthorized access to your User Account, you must immediately notify Beloved Ballad. You are responsible for all activity on your User Account, whether or not such actions were taken by you, including actions taken by third parties, and shall accept full responsibility for any unauthorized use of the User Account.

You acknowledge that your User Account may be terminated if it is used to engage in any activity that violates these Terms or is otherwise improper or illegal, fraudulent, abusive, unethical, questionable, suspicious or which, in Beloved Ballad's exclusive discretion is undesired.

You are hereby made aware and expressly agree that ALL OF YOUR ACTIVITY ON THE USER ACCOUNT MAY BE LOGGED AND STORED, AND ALL INFORMATION DISCLOSED TO Beloved Ballad. Beloved Ballad may disclose any information it has about you (including your identity) if it determines that such disclosure is necessary in connection with any inquiry, investigation, or complaint regarding the use of the Services, or to identify, contact or bring legal action against someone who may have made use of the Services and/or who may have caused damage, injury to or interference with (either intentionally or unintentionally) any right or property belonging to Beloved Ballad, the Affiliated Artist, or any third party. Beloved Ballad reserves the right at all times to disclose any information that Beloved Ballad deems necessary to comply with any applicable law, regulation, legal process or governmental request. Beloved Ballad also may disclose your information when Beloved Ballad determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

Beloved Ballad may preserve any communication between you and Beloved Ballad through the website, application or its User Account, and may disclose such data if required to do so by law or if Beloved Ballad determines that such disclosure is necessary to (1) comply with legal process, (2) enforce these Terms, (3) respond to any claims, or (4) protect the rights, property or personal safety of Beloved Ballad, its employees, Affiliated Artists, clients, holders of User Accounts, users of the Site/application, and the public.

You agree that Beloved Ballad may, in its sole discretion, without prior notice, terminate your access to the User Account, for any reason, including (but not limited to): (i)

Beloved Ballad determines that you have violated these Terms; (ii) a request made by a third party and/or law enforcement or other government agencies; (iii) illegal or improper use of your User Account, or illegal or improper use of the Site/User Account; (iv) suspected violation of Beloved Ballad's or others' intellectual property as determined by Beloved Ballad in its sole discretion or (v) due to technical issues or problems. You agree that Beloved Ballad will not be liable to you or to any third party for termination of your access to the Services for any reason. In the event that Beloved Ballad terminates access to or use of your User Account, you may not participate nor make use of the Site again without Beloved Ballad's express prior written consent, including use of any referral credits or unused gift cards. Beloved Ballad reserves the right to refuse to keep accounts for, and provide access to the Site or any future Services or any part thereof to, any individual.

Beloved Ballad's collection and use of personal information in connection with the Services is described in the privacy policy on this website.

3. ORDER OF SONGS, REJECTION & REVISIONS

Orders: Beloved Ballad grants you the right to choose the type of Song you want from an array of options, carefully selected by Beloved Ballad. Beloved Ballad retains the right to rate the songs created by Beloved Ballad in its sole discretion and retains the right to remove and/or add from the array of options to create your song in Beloved Ballad's exclusive discretion.

The Songs created are based on specifications given to Beloved Ballad by you. You agree that you shall have limited artistic influence on the final Song produced by Beloved Ballad. Subject to your ability to request revisions (as detailed below) upon the song production completion and delivery, the Song shall be final and may not be altered or rejected by you.

It is hereby clarified that if Beloved Ballad is unavailable to perform the requested order, and you are not able to allow for additional time to process your order, Beloved Ballad may cancel your order and grant you a refund and/or credit.

Cancellations: You may not cancel your order once it is submitted. You understand that once the order has been submitted, Beloved Ballad has begun working on your request. Accordingly, no cancellations will be permitted, for any reason, after the order has been submitted. No refunds will be issued for cancellations made after the order has been submitted.

Revisions: No revisions will be permitted for any reason, although you may purchase another song separately.

Rejections: You may not reject any Song created at your request and the payment becomes non-refundable once the order of the Song is submitted.

Denial of Requests for Songs: Beloved Ballad reserves the right to deny applications for Songs if, in Beloved Ballad's exclusive and unreviewable discretion, the application is offensive, contains profanity, sexually explicit content, degrading, racist, could induce violence, cause damage or otherwise in poor taste.

Acceptance of Song: Song Delivery: When placing your order, you will be asked to select a delivery date. Beloved Ballad will seek to provide delivery by the end of the chosen date, but it is not guaranteed. Once the production process is complete, we will send you an email notification that your song is ready. All of our products are delivered digitally.

4. GRANT OF LIMITED LICENSE

As long as you fully comply with these Terms, Beloved Ballad grants you a personal (**non-commercial**), limited, non-exclusive, non-transferable, non-sublicensable, limited scope license to use the Song, solely in connection with your lawful personal use and **for no other purpose**.

You hereby acknowledge that your license to use the Song is limited by these Terms, and, if you violate or if, at any point, you do not agree to any of these Terms, your license to use the Song shall immediately terminate without any liability to I for the Rest of Us or any other third party, and you shall immediately refrain from using the Song. In such a case, Beloved Ballad may also terminate your User Account without any liability to Beloved Ballad or any other third party.

Beloved Ballad retains all rights in the Song(s) and its related materials (including, but not limited to, applications, designs, graphics, lyrics, texts, information, pictures, video, sound, melodies, instrumentals, music, and other files, and their selection and arrangement) (collectively, the "**IP**"). The entire contents of the Song are protected by applicable copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. **You may not** directly or indirectly modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative works from, rent, sub-license, distribute, reproduce framed, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the Song pursuant to these Terms, or otherwise exploit any of the IP without Beloved Ballad's explicit, prior written consent. You hereby acknowledge that you do not acquire any ownership rights

by using the Song or by accessing any of the IP, or rights to any derivative works thereof.

Neither these Terms nor your use of the Song convey or grant to you any rights: (i) in or related to the Song except for the limited license granted above; or (ii) to use, in violation of the limited license granted herein, Beloved Ballad's company names, logos, product and song names, trademarks or services marks or those of Beloved Ballad

5. FEES, PAYMENTS & REFUNDS

Fees: the price of each Song, product or other service is specified on the relevant order page. The full price for a Song shall be charged and paid upon submission of the order, and shall include all transaction, processing fees, and/or sales tax, as applicable. All payments are made in US currency (U.S Dollar). Any payments made with foreign currency will be subject to transaction and conversion fee, as applied by the payment platform used. Beloved Ballad is not responsible or liable for any conversion rates, or processing fees associated with payment made in a non-US currency. Beloved Ballad retains the right to process payments in non-US currency in its sole and unreviewable discretion.

DO NOT USE THIS SERVICE IF YOU ARE A CITIZEN OF OR OTHERWISE RESIDE IN A COUNTRY SANCTIONED BY THE UNITED STATES OF AMERICA.

Payment Platforms: Beloved Ballad shall determine, exclusively, which payment platforms are acceptable, and payments may be made by any lawful and valid payment form approved by Beloved Ballad (including credit cards, PayPal accounts and similar payment platforms). The terms applicable to such payments are governed by the terms of the third party payment platform and not these Terms. Beloved Ballad is not responsible for any fees, or processing charges, applicable to the use of any credit card or other payment platform chosen by you to process the payment. All such costs shall be exclusively borne by you.

Refund Policy

General Policy:

Due to the personalized nature of our songs, Beloved Ballad **does not offer refunds or accept cancellations once an order has been placed**. As each song is custom-made and delivered digitally, it cannot be returned or revoked for non-use.

We begin working on your song after your order is submitted.

That said, Beloved Ballad retains the right to grant refunds at its sole and unreviewable discretion in special circumstances, based on internal policies. This

does not obligate Beloved Ballad to provide a refund, nor does it prevent Beloved Ballad from updating or changing these internal policies at any time.

If a discretionary refund is approved, it will be issued either to your original payment method or, if you prefer, as a store credit for future use. A cancellation fee may still apply, no less than 25% of the original order amount.

REFUNDS MAY BE GRANTED IN THE FOLLOWING CASES:

We failed to deliver the product.

The product was delivered with a critical defect and we did not resolve the issue.

Streaming Availability

While Beloved Ballad may take reasonable efforts to upload your song to streaming platforms, it is not guaranteed, and **we do not guarantee that your song will remain live, accessible, or available for any period of time.**

Due to the evolving legal, regulatory, and compliance landscape surrounding AI-generated music, songs may be removed — either temporarily or permanently — at the sole discretion of the streaming platforms, without prior notice and for reasons beyond our control.

In such cases, customers are not entitled to any refund, credit, replacement, or any other form of compensation.

By placing an order, you expressly acknowledge and accept this risk.

6. GIFT CARDS

Beloved Ballad may offer gift cards, but will not be obligated to do so. Gift cards are a great way to give someone you care about the opportunity to purchase the products of Beloved Ballad, and bake a Song for a loved-one. Gift cards can be purchased exclusively on the Beloved Ballad platform and are only existing in electronic form. We do not offer "hard"/plastic gift cards.

Gift cards can be used only with respect to products, and services available on the Beloved Ballad platform. Gift cards are issued by Beloved Ballad only. Beloved Ballad may, in its sole and exclusive discretion, refuse to honor a gift card if it has an invalid number, if the user failed to adhere to the requirements related to the gift card (such as creating a User Account, or activating the card), if the card has expired, if the card's balance has been used in full (zero balance), if the card has not been issued by Beloved Ballad's system or an authorized vendor, if the gift card with issued in

connection with suspected violation of any applicable laws, or through fraudulent activity.

It is your responsibility to provide a correct email address for the gift card recipient. Beloved Ballad is not responsible for any loss incurred by reason of inaccurate delivery information, or our gift card being delivered into a spam folder, or blocked by a spam filter, or otherwise not delivered for similar reasons.

Gift cards become effective when (i) full payment for them has been received; and (ii) the recipient has activated the card. Users of gift cards may be required to create a User Account to exercise or activate the gift card, and they may be required to accept these Terms. Gift cards will remain effective for a period of 2 years from the date of purchase. In the event a valid card cannot be used for technical reasons, the only obligation of Beloved Ballad to the holder shall be to replace the defective gift card by another one, and in any event, no damages or compensation will be due to a holder of a defective gift card. Beloved Ballad shall have no liability for any loss, theft or other unauthorized use of a gift card. You and your gift card recipient have the exclusive obligation to ensure that the gift card information is properly secured.

Each gift card has a beginning balance, which reflects the amount of the gift card purchased for the gift card recipient. After the gift card has been activated, the card holder may use the gift card to purchase products and services on the Beloved Ballad platform, including Songs. Each item purchased by the holder can be paid for using the option of "gift card" as a payment option. If used, the cost of the product/service purchased will be charged against the balance of the activated gift card. If the total cost of products/services purchased by the holder is lower than the total available balance of the gift card, the unused balance shall remain available for the holder to use in the future until the gift card expires, or its balance is otherwise fully used, whichever is sooner. If the total cost of the products/services purchased by the holder is higher than the total available balance of the gift card, the holder will be required to pay the difference using other methods of payment, including additional gift cards, if available to the user. Notwithstanding the foregoing, it is hereby clarified that a gift card is not a credit card, a charge card, a debit card, or other form of extended credit.

Nothing herein shall be deemed a guarantee that Beloved Ballad shall continue to offer gift cards and Beloved Ballad retains the right to terminate the availability of the gift card program, for any or no reason, at any time and from time to time. If the gift card program is terminated, the termination shall not affect any gift cards already purchased by you, but the expiration date thereof may be reduced, by notice to the gift card holder.

7. REFERRAL PROGRAM

Beloved Ballad may offer you the opportunity to participate in a referral program in exchange for credits to be used on Beloved Ballad's platform. The referral program is designed to give you and your social network the opportunity to enjoy the benefits of Beloved Ballad, together.

If you wish to refer a personal contact to Beloved Ballad, you have to click on the designated icon on your user account to get your personal referral link. This link may be shared with your personal contacts and loved-ones using a direct personal email, social media and any other public platforms of your choice. You may post your referral link on a social media outlets or send it via a general mailing list of contacts so long as you comply with the Terms. You may not send the link by using unlawful methods (such as bulk mailing, or "spam" distribution etc.) (the "**Unlawful Distribution Methods**"). You may not use the referral link for commercial purposes or in order to generate profits. Any "Eligible Recipient" of the referral link (as defined below), will be prompted to open their own User Account on the Beloved Ballad platform, and in so doing, it will connect them to you as a referral source. "**Eligible Recipients**" mean individuals, who are members of your family, friends, and other personal contacts who are not Users of the Beloved Ballad platform as of the date they receive your referral link and who received your referral link in compliance with the above rules. It is hereby clarified that Eligible Recipients do not include (i) individuals who received a referral link from another User prior to the receipt of your referral link (whether or not the same email address was used); (ii) individuals who already have a User Account on the date you sent them the referral link (iii) individuals with respect to which Beloved Ballad already paid a referral credit; (iv) commercial contacts such as corporations, or other parties referred to for commercial purposes; (v) persons who received the referral link through Unlawful Distribution Methods; or (v) yourself, using another email address. For this purpose, Beloved Ballad will use the name, email address or other identifying information to determine duplication of Eligible Recipients and may use other means available to it to determine whether the referral link was sent via Unlawful Methods of Distribution. If you refer an Eligible Recipient (as defined above) to Beloved Ballad (by using our designated links as described above), both you and the Eligible Recipient will be entitled to certain benefits. The Eligible Recipient will receive a one-time credit equal to \$5 on the date the Eligible Recipient opens a User Account using the referral link provided by you. When the Eligible Recipient makes his first purchase on the Beloved Ballad platform (using the referral link you sent), you will be entitled to a one-time credit, equal to \$5. (Both credits are a "**referral credit**"). It is hereby clarified that the referral credits given to you and the Eligible Recipient will only be granted if (i) the new User is an Eligible Recipient, as defined above; (ii) if the User Account was opened by using the referral link sent by you; and (iii) if Beloved Ballad did not pay a referral credit to any other person in connection with the same Eligible Recipient. If the Eligible Recipient

opens a User Account without using your referral link, neither you nor the Eligible Recipient will be entitled to the referral credits described above. Beloved Ballad reserves the right to withhold a referral credit from you or the Eligible Recipient in any event when Beloved Ballad determines, in its sole discretion that you used Unlawful Methods of Distributions to refer the holder of the referral link, and/or that the holder of the referral link is not an Eligible Recipient, or when any other term hereunder has been violated or abused.

The referral credit balance granted to you and/or the Eligible Recipient may be used to purchase all products and services of Beloved Ballad, including Songs, add-ons, and any other products or services available for purchase, as you and/or the Eligible Recipient see fit. Each item purchased by you or the Eligible Recipient can be paid for using the option of "credit balance" as a payment option. If used, the cost of the product/service purchased will be charged against the credit balance available for the User Account. If the total cost of products/services purchased by the holder is lower than the total available credit balance, the unused balance shall remain available for the holder to use in the future until the credit balance is fully used. If the total cost of the products/services purchased by the holder is higher than the total available credit balance, the holder will be required to pay the difference using other methods of payment. Notwithstanding the foregoing, it is hereby clarified that the credit balance is not to be treated as a credit card, a charge card, a debit card, or other form of extended credit and is a unique benefit given to be used solely with respect to the Beloved Ballad products and services. The referral credit cannot be redeemed for cash and cannot be used to purchase anything outside of the Beloved Ballad platform. The referral credit cannot be replaced by a credit balance on another payment platform (such as credit card) but it may be used to purchase a Beloved Ballad gift card. The referral credit is a personal benefit granted to you and any Eligible Recipient referred by you. Therefore, the referral credit cannot be assigned or transferred to another person.

Beloved Ballad reserves the right to terminate the referral program or change its terms and conditions at any time, without notice. Any referrals made by you prior to the date of termination of the referral program, will be honored and the referral credits therefor paid in due course.

8. RULES OF CONDUCT

You agree to comply with all applicable laws and Beloved Ballad's rules of conduct, when accessing or using the Site and/or the User Account, and you may only access or use the Site and/or the User Account for lawful purposes (e.g., no use of Songs for purposes of blackmail, defamation, or other unlawful activities).

You represent and warrant that you have full right and authority to use the User Account and to be bound by these Terms. You agree that you will comply fully with these Terms and all applicable domestic and international laws, regulations, statutes, ordinances that govern your use of such User Account. Without limiting the foregoing and in recognition of the global nature of the Internet, you agree to comply with all federal, state, local and international rules regarding online conduct. You also agree to comply with all applicable laws affecting the transmission of content or the privacy of persons.

You shall not defraud, or attempt to defraud, Beloved Ballad, Eligible Recipients, gift card recipients, or any others, and you shall not act in bad faith in your use of the Services, including the Referral Program.

If Beloved Ballad determines that you have acted in bad faith and/or in violation of these Terms, or that your actions fall outside of reasonable standards, Beloved Ballad may, at its sole discretion, terminate your User Account(s) and prohibit you from using the Site, it may withhold any referral credits, or void any other benefits or credits granted to you. You agree that your use of the User Account shall be lawful and that you will comply with the usage rules and will not engage in any unlawful, fraudulent, abusive or willful conduct. In furtherance of the foregoing, and as an example and not as a limitation, you agree that you shall not:

- Violate any of the Rules of Conduct specified in the General Terms of Use when using the User Account;
- Engage in Unlawful Methods of Distribution in connection with the Referral Program and/or abuse the program in any other manner, including by means of fraud, or other willful behavior; or
- Infringe or violate any patent, copyright, trademark, trade secret or other property right; breaches a duty of confidentiality by which you are bound due to a contractual or fiduciary relationship, including in connection with any Song.

9. DISCLAIMERS AND LIMITATION OF LIABILITY

The services are provided on an "as is" and "as available" basis. Beloved Ballad disclaims all representations and warranties of any kind, whether express, implied, or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property. Beloved Ballad makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the services, or that the services will be uninterrupted or error-free. Beloved Ballad further does not warrant that the Services will be secure or uninterrupted.

Beloved Ballad makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the Song, its merchantability, its design, its capacity, its performance, its material, its workmanship, its fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts which provide for specific apparatus or special methods. Beloved Ballad further disclaims any liability whatsoever for loss, damage, or injury to you or any third party as a result of any defects, latent or otherwise, in the Song. Beloved Ballad shall not be liable in any event to you or any third party for any loss, delay, or damage of any kind or character resulting from defects in, or inefficiency of, the Song.

Furthermore, Beloved Ballad assumes no liability or responsibility for any direct, indirect, special, incidental, punitive or consequential damages including without derogating personal injury, property damages and/or monetary damages, of any nature whatsoever, arising out of the use of or the inability to use the Services, the Songs (including with respect to any intellectual property infringement claims).

WITHOUT DEROGATING FROM THE ABOVEMENTIONED, IN NO EVENT WILL Beloved Ballad, ITS MANAGERS, DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, AFFILIATES, EMPLOYEES, CONSULTANTS, SERVICES PROVIDERS AND/OR ANY OTHER PERSON OR ENTITY ACTING ON BEHALF OF Beloved Ballad, BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR Beloved Ballad HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. THESE INCLUDE ANY INFRINGEMENT, DAMAGES, LOST PROFITS, LOST INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY SONG, THE USE OF OR INABILITY TO USE THE SERVICES OR THE SONG, ANY UNAUTHORIZED USE OF Beloved Ballad's SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVERS BY ANY THIRD PARTY, AND/OR; FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY INFORMATION TRANSMITTED, OR OTHERWISE MADE AVAILABLE, VIA OUR SERVICES OR OUR SERVERS OR CLOUD STORAGE; FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE ABILITY TO USE THE SONG WITHOUT PERMISSION; REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF Beloved Ballad, EVEN IF Beloved Ballad HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Beloved Ballad SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES

ARISING OUT OF THE USE OF OR RELIANCE ON THE SERVICES OR INABILITY TO USE THE SERVICES, EVEN IF Beloved Ballad HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT Beloved Ballad SHALL NOT BE LIABLE FOR ANY NEGLIGENT OR WRONGFUL CONDUCT BY ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM AND/OR ASSOCIATED WITH THE FOREGOING RESTS ENTIRELY WITH YOU. IN THE EVENT THAT DESPITE THE EXPLICIT PROVISIONS OF THIS PARAGRAPH, Beloved Ballad IS FOUND LIABLE FOR ANY DAMAGES, Beloved Ballad's MAXIMUM LIABILITY FOR ANY SUCH DAMAGES OF ANY KIND, SHALL NOT EXCEED \$10 USD.

Indemnity: You agree to indemnify and hold Beloved Ballad, and each of its managers, directors, officers, shareholders, partners, affiliates, employees, consultants, Services providers and/or any other person or entity acting on its behalf (each a “**Beloved Ballad Indemnified Party**”), harmless from any and against any claim, demand, loss, liability, damage, cost or expense (including attorneys’ fees) arising out of or in connection with any of the following: (i) your use of and access to the Services; (ii) your breach or violation of any of these Terms; (iii) your violation of any third party right, including without limitation to any privacy, data protection, copyright or property right; (iv) claims, demands, suits, or proceedings made or brought against any Beloved Ballad Indemnified Party by a third party alleging a breach by you or anyone with access to your User Account of any applicable local, state, federal and foreign laws. The provisions set forth in in this §10 shall survive the termination of the Subscription Agreement and shall be enforceable by equitable relief.

10. BINDING ARBITRATION CLAUSE

You and Beloved Ballad agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and Beloved Ballad, and not in a court of law.

YOU ACKNOWLEDGE AND AGREE THAT YOU AND Beloved Ballad ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Unless both you and Beloved Ballad otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and Beloved Ballad each

retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

Rules and Governing Law

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Clause.

The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Clause, including any claim that all or any part of this Arbitration Clause is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Clause evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Clause or the enforcement thereof, then that issue shall be resolved under the laws of the state of Colorado.

Process: A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of Colorado and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.

Location and Procedure: Unless you and Beloved Ballad otherwise agree, the arbitration will be conducted in Denver, Colorado. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Beloved Ballad submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision: The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. The side which prevails in arbitration will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law.

Severability and Survival: If any portion of this Arbitration Clause is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from these Terms; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Clause or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Clause; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

11. MISCELLANEOUS

Choice of Law: This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of Colorado, without giving effect to the conflicts of law principles thereof, except as may be otherwise provided in the Binding Arbitration Clause set forth in these Terms. The foregoing choice of law and forum selection provisions do not apply to the Arbitration Clause in these Terms or to any arbitrable disputes as defined therein.

Paragraph Headings: The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of these Terms or to define, limit, or describe the scope or intent of these Terms or the particular paragraphs hereof to which they refer.

Severability: If any provision or a portion of any provision of these Terms is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

Successors: These Terms shall be binding upon, and shall inure to, the benefit of the successors and permitted assigns of the parties.

Singular and Plural: Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular. In these Terms, the words "including" and "include" mean "including, but not limited to."

Waiver: Beloved Ballad's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Beloved Ballad in writing. This provision shall not affect the Severability and Survivability section of the Arbitration Clause of these Terms.

Assignment: You may not assign these Terms without Beloved Ballad's prior written approval. Beloved Ballad may assign these Terms at its sole discretion without your prior consent. Any purported assignment in violation of this section shall be void.

Notice: Beloved Ballad may give notice by means of a general notice on the Services, telephone or text message to any phone number or email message provided in connection with your User Account, or by written communication sent by first class mail or pre-paid post to any address connected with your User Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email, telephone or text message).