

TERMS AND CONDITIONS FOR THE SUBSCRIPTION AND USE OF SOUNDIIZ ONLINE SERVICES

1. Introduction

Brickoft ("Brickoft") is a French simplified joint stock company, registered with the Trade and Companies Registry of Nantes under number 821 665 221 and having its registered office in Coueron (44220), France.

It specializes in computer programming and in the sale of online services for the online management, synchronization and recording of music tracks available on music streaming platforms ("Services" or "Service") via the web site located at www.soundiiz.com ("Site").

Mailing address: 1B rue des Pavillons - 44220 Coueron (France)

Email address: contact@soundiiz.com

2. Customers - Territory

These Terms and Conditions for the subscription to and use of Soundiiz online Services ("Terms") apply to any subscription to our Free or Paid Services. The Services are available worldwide; they are for private use and for non-professional customers only.

If you are a professional customer and you are interested in our Services, please feel free to contact us.

3. Legal Majority and Capacity

The Subscriber declares that he/she has the legal capacity to enter into this agreement, of which the Terms are set out below, i.e., he/she is of sufficient legal age and is not under tutorship or guardianship.

4. Purpose

These Terms govern the terms and conditions of the online subscription to and use of our Free, Promotional or Paid Services agreed between Brickoft and any individual subscribing to the Site or using a Promotional code issued by Brickoft ("Subscriber").

The original version of these Terms has been drafted in French. Therefore, the French version is the prevailing version.

These Terms apply to the exclusion of all other conditions. They are accessible on the Site at all time and can be accessed by the Subscriber before and upon subscribing to the Services.

The Subscriber acknowledges having read and understood the following terms before subscribing to the Services, and that he/she will be able to access the Services only if he/she accepts these Terms without reservation.

Consequently, when subscribing, the Subscriber agrees to abide by these Terms without reservation.

A printed version of the Terms as well as any information sent by email will be admitted in court proceedings concerning the application of these Terms in the same manner and under the same conditions as any document in paper form.

Failure, at any time, to exercise any right hereunder, or to enforce performance of any provision of the agreement arising from the Terms, will in no event be construed as a modification of the agreement or as an express or implied waiver of the right to exercise such right in the future or as the right to insist on strict performance of the commitments set forth herein.

If a provision of these terms and conditions is determined by any court to be unlawful or unenforceable, the other provisions will continue in effect.

Changes to the Terms

In light of possible developments of the Site or the Services, Brickoft reserves the right to change or modify these Terms, at any time. Therefore, Brickoft recommends that the Subscriber refer to the Terms before any new subscription or renewal of the subscription. The Terms in force will apply to any new subscription or renewal from the date of online publication.

5. Description of the Services

Brickoft makes the Services available to the Subscriber via the Site. The Services are used to handle, manage and synchronize music tracks, such as playlists, albums and titles ("Music Tracks") collected from the original music streaming platform ("Platform") and transferred to the destination platform or the Site used by the Subscriber to recreate and manage his/her music tracks.

To use the Service, the Subscriber must hold a user account with both the original Platform and the destination Platform, and must have created and stored the Music Tracks on the original Platform.

The Service is an interface used to search music inputs linked to the Subscriber's user account on the original Platform and identify if these music inputs are stored on the destination Platform in order to recreate them on such Platform. However, Brickoft cannot guarantee that the entire Music Tracks can be recreated on the destination Platform.

In addition to the conversion of Music Tracks to the destination Platform, the Service allows the recording of the Subscriber's Music Tracks on the Site.

The Service is available in a free version with limited functionality. The Service - in its partner's promotional code version - associates the functionalities of the free version and specific functionalities for a limited period of time within the conditions set forth in the promotional material. The Service is also available in a paid premium version.

The list of platforms compatible with the Services is available on the Site. The detailed functionalities of the free version and the paid premium version are also available on the Site.

6. Access to the Services

The Subscriber will access the Services on the Site by creating a personal user account and accepting the Terms without reservation. Only a single connection is allowed to access the Services. Simultaneous connections are not allowed.

The username and password to log in to the Site are personal to the Subscriber who undertakes not to communicate the information to a third party.

The Subscriber will connect to the Music Tracks of the original Platform via the Site to transfer them to the destination Platform and/or to the Site.

The Subscriber will have to log on to the Platform to enable the Site application to access his/her Music Tracks on the Platform. In no event will Brickoft save the username and password on its servers.

The Subscriber expressly authorizes Brickoft to access the Music Tracks on the Platform for the performance of the Services.

The Subscriber hereby confirms that he/she alone created the playlists and undertakes not to transfer, via the Site, Music Tracks of Platforms created by third parties, without their consent.

Brickoft only provides the Services. It is not an Internet Service provider or an online content (music) provider. The Subscriber will be responsible for the subscription to an Internet Service and to the Platforms needed to access the Service.

7. Availability and Modification of the Services

The Services are available 24 hours a day seven days a week subject to the provisions of these Terms, including the "Access to the Services" clause, this clause and the "Liability" clause.

Free Services or Promotional codes availability

Brickoft does not guarantee Free Services or Promotional codes and reserves the right at all times to interrupt these Services, temporarily or permanently, without prior notice.

The Subscriber is informed that Free Services may include advertising or commercial content.

Brickoft may also make any changes to the Free Services.

Disclaimer regarding Music Tracks provided by the Platforms

Brickoft is dependent on the Platform's policy regarding the application programming interface ("API"), as well as the data in general and the Music Tracks in particular, linked to the Subscriber's account developed by each Platform. Therefore, Brickoft cannot guarantee that the API, data and Music Tracks will be accessible on a permanent basis, and consequently, that the Services will be accessible on a permanent basis for each Platform on which the Services are available at the subscription date.

If access to the Music Tracks on a Platform used by the Subscriber is interrupted, Brickoft will inform the Subscriber of this interruption via the Site.

Such temporary or final interruption will not give rise to any refund of subscription fees. The Subscriber may at any time cancel his/her subscription, without having to specify the reasons for such cancellation.

Modifications and Suspension of Paid Services

Brickoft reserves the right to modify and improve the Paid Services mainly related to technical developments, without substantially altering the functionalities of the Paid Services.

In addition, Brickoft may temporarily suspend the Paid Services to ensure the maintenance of the Services mainly related to technological developments.

Brickoft will inform the Subscriber of the temporary suspension in advance, whenever possible. The suspensions for maintenance will not give rise to any refund of subscription fees.

Brickoft also reserves the right to permanently suspend the Paid Services, subject to prior notice to the Subscriber. In this case, the Subscriber will not be entitled to any compensation but will no longer be liable for the payment of subscription fees from the date of termination of the Services.

Availability of Internet Services

Brickoft will not be held liable for unavailable Services due to unavailable Internet services.

Compatibility of the Services with the Subscriber's equipment

Information about the minimum equipment requirements needed to access the Services is available on the Site.

8. Subscription

The Subscriber subscribes online to the Services on the Site.

Any subscription to Paid Services on the Site is treated as an order with payment obligation.

Any online subscription implies acceptance of the subscription fees and the description of the Services.

Once the paid offer has been selected, the Subscriber will be able to check the subscription to the Services ordered and the total subscription price. The Subscriber will be able to change the Subscription, if necessary, before confirming the order.

The subscription will be registered once the order confirmation page has been completed. This action is treated as a handwritten signature pursuant to section 1341 of the French Civil Code and the conclusion of a contract in electronic form within the meaning of sections 1369-1 *et seq.* of the French Civil Code. Starting from this action:

- The Subscriber confirms and accepts the subscription, including all the Terms, fully and without reservation; and
- The subscription is considered as irrevocable and claims can be made only in the specific cases set forth in these Terms.

The Subscriber can print the terms and conditions of his/her subscription and these Terms.

9. Confirmation of the Subscription - No Right of Withdrawal

Once the subscription has been registered, a detailed acknowledgement of receipt will be sent to the Subscriber by email at the email address provided.

The acknowledgment of receipt states the subscription fee and refers to these Terms. The acknowledgment of receipt implies acceptance of the subscription by Brickoft and confirms the transaction. The Subscriber agrees to use the subscription registration as proof of the subscription and the subscription date. By saving and/or by printing the subscription registration email, which is recommended by Brickoft, the Subscriber has proof of his/her subscription.

No Right of Withdrawal

In accordance with section L. 121-21-8 of the French Consumer Code, **the Subscriber expressly agrees and acknowledges that the provision of the Paid Services begins as soon as the subscription has been approved by Brickoft, i.e., before the expiration of the withdrawal period of 14 days provided for by the French Consumer Code.**

The Subscriber wanting to use the Services immediately expressly waives his/her right of withdrawal.

10. Subscription Term and Cancellation

Term

In addition to access to Free or Promotional Services, Brickoft offers a monthly or annual subscription.

Unless cancelled by the Subscriber under the conditions below, the paid premium subscription to the Services is renewed automatically for a term identical to that originally purchased.

Promotional Services are subject to the following double limitation, as to the Period of Activation of such promotional codes issued by BRICKOFT or the partner (the period during which the Promotional code User shall activate the Promotional code to access Soundiiz Services) and as to the Period of Availability of said code (the period after activation during which the code allow access to free Services and to other specific functionalities).

Cancellation

The Subscriber may cancel the subscription to the Services at any time from his/her personal online account.

The cancellation will be accepted by Brickoft at the end of the subscription period provided it has been cancelled at least 72 hours before the last day of the subscription period, given the time needed to process the request. The cancellation of the subscription will not give rise to any refund to the Subscriber.

The Subscriber will be able to cancel the subscription without notice or compensation, in the event of a breach by Brickoft of its obligations in the performance of the Services.

Suspension or cancellation by Brickoft

Brickoft reserves the right at all times to suspend the Subscriber's access to the Services and/or cancel, as of right, without notice or compensation, his/her subscription in the following cases:

- Infringement of the intellectual property rights of Brickoft or of third parties,
- Connections or attempted multiple connections to a same Soundiiz account,

- Provision of false information for the opening of the account,
- No payment of the subscription fee,
- Use of a fraudulent or stolen credit card,
- Use of the Services for professional purposes.

11. Fees

The fees for the subscriptions to the Services are available on the Site.

All fees are in US Dollars and include taxes. The Subscriber is informed and agrees that the credit card payment provider may charge currency conversion fees for the online payment and other expenses, to be paid by the Subscriber and for which Brickoft cannot be held liable.

Promotional offers are valid only within the period of validity of the offer concerned.

In the event of an automatic renewal of the subscription to the Services, the current fee will be charged for the new subscription.

12. Payment

The subscription is payable online by credit card on the Site.

Payment for the subscription must be received to access the Paid Services. If the bank refuses payment, the subscription will be automatically cancelled.

For security reasons, to accept a subscription, Brickoft reserves the right to ask the Subscriber to provide proof of his/her identity, address or means of payment used and to suspend the subscription until these documents have been received. The subscription may also be cancelled in the absence of receipt of these supporting documents or in the case of receipt of inappropriate supporting documents.

Security of the Transactions

In order to optimize transaction security over the Internet, an SSL (secure socket layer) on-line payment system is proposed, so that all the available means are used to ensure the confidentiality and security of the data transmitted for online payment. Brickoft does not store any bank information on its servers.

The Subscriber must use browsers compatible with the SSL system to benefit from the SSL secure payment system.

13. Promotional offers – absence of cumulation with former offers

BRICKOFT may from time to time provide promotional offers for its Services, together with promotional campaigns in partnership with music streaming Platforms or other partners.

Such promotional offers shall only be valid within the confines of the period during which of the concerned offer remains available and for the period of use set forth in the offer or the promotional material.

Partner's promotional Codes

The Promotional codes issued by BRICKOFT or the partner and giving access to the Promotional Services must imperatively be activated within the Periods defined on the Promotional material. Failing that, the promotional code will be invalid and BRICKOFT shall not have any obligation to reimburse the Promotional code. In addition, BRICKOFT shall have no obligation to prorogate the validity of such code or issue a replacing Promotional code.

In addition, promotional material that do not specify a Period of Activation or a Period of Availability of the codes, such codes may be invalid and/or may not be accepted by BRICKOFT.

In the Event the expiry date is not specified on the promotional material and if such codes are accepted by BRICKOFT, the codes must be activated within one (1) year after their issuance date and the code user must use them within one (1) week after their date of activation.

The Promotional code shall be considered as activated as soon as the Promotional code User has validated its unique number on the web page of the Soundiiz Website.

Once activated, BRICKOFT may not take into account any request for reimbursement of the Promotional code or cancellation of its activation.

Absence of cumulation with former offers

In particular, in the event the beneficiary of a promotional code is also the Subscriber of a Soundiiz former offer at the time his/her Promotional code is activated, such Promotional code may only be taken into account on the condition that he/she cancels the current offer.

It is specified that in any case, the Promotional code User or the Subscriber may migrate at any time to Paid Services.

14. Intellectual property

The Subscriber has no intellectual or industrial property rights to the Services, processes, know-how, and software, which are the exclusive property of Brickoft.

Any use whatsoever of the Soundiiz trademark or any other trademark belonging to Brickoft or its suppliers and manufacturers by the Subscriber is strictly prohibited without Brickoft's consent.

The content and structure of the Site are reserved under copyright and intellectual property rights for the whole world.

For this reason, and in accordance with the provisions of the intellectual property code, only private use is authorized, subject to differing or more restrictive provisions of the intellectual property code.

Any full or partial reproduction or representation of any content on this Site (including any text, image, iconographic or photographic representation, trademark or logo) for all purposes and on any medium is prohibited.

Failure to comply with this prohibition constitutes an infringement for which the alleged infringer may be held civilly or criminally liable.

No provisions of these Terms will be construed as granting a license on any intellectual property rights to the Subscriber.

15. Personal Data Protection

All data collected on this Site is strictly confidential.

Data collection and processing are declared to the CNIL (French data protection authority).

As part of the subscription process, Brickoft will ask personal information from the Subscriber. Personal information is collected using forms and cookies.

A cookie is a small text file which contains information specific to the user of the Site; it is stored on the user's computer and can only be read by the cookie server.

Brickoft makes a limited use of cookies to optimize Site visits.

The Site contains information on the use of cookies and data protection at: <https://soundiiz.com/policy>.

If the Subscriber does not wish this technology to be used, it is possible to disable this feature in its navigation software, while maintaining access to the Site. However, the Subscriber is informed that access to the Service requires the use and acceptance of cookies.

Brickoft undertakes to take all the necessary precautions to protect the security of such data and, more specifically, to prevent such data from being corrupted or damaged and prevent unauthorized third parties from accessing such data.

Mandatory data (designated by an asterisk):

The Subscriber's last name, first name, country, mailing address, email address, data relating to means of payment (e.g., transaction number, credit card number and payment terms) and data relating to the business transaction (e.g., Service purchased, quantity, amount, correspondence with the Subscriber and after-sale service) are required for processing the subscription.

Brickoft confirms its commitment to strictly comply with the French Data Protection Act no. 78-17 of January 6, 1978. Brickoft informs the Subscriber that he/she has the right to access, rectify or delete the data relating to him pursuant to this Act. The Subscriber can exercise this right by sending an email to contact@soundiiz.com or a letter at 1B rue des Pavilions - 44220 Coueron (France), stating his/her last name, first name, address and the subject of the letter or email.

The Subscriber may also object, on legitimate grounds, to the use in the future by Brickoft of the data relating to him/her for the purpose of informing him/her of special offers and promotions, and may also object to the transfer of personal data to third parties or business partners of Brickoft.

It is understood that such data are likely to be transmitted to Brickoft's subcontractors who are directly involved in the processing of the subscription.

The Subscriber is also informed that the data collected may be used for commercial purposes.

Conservation of Data

Personal data are kept by the hosting provider of the Site as long as necessary for the achievement of the purposes of the processing mentioned above.

16. Liability

Information

Brickoft will use its best effort to ensure the accuracy and updating of the information available on the Site, which it reserves the right to change at any time and without notice. However, it disclaims all warranties of accuracy and completeness of the information contained on the Site. Therefore, it disclaims all liability for any imprecisions, inaccuracies or omissions with respect to the information provided, as well as any liability for any damage resulting from a fraudulent intrusion of a third party leading to a modification of the information contained on the Site.

Use of the Site

The Subscriber will use and navigate the Site under his/her own responsibility. Brickoft disclaims all liability and will not be held liable for any damage or viruses that may affect the computer hardware or any other equipment when accessing the Site, using the Site, navigating on the Site, or downloading any content, data, texts, images or files from the Site.

17. Force Majeure

Brickoft will not be liable for any failure to perform its contractual obligations in the event of force majeure or unforeseeable circumstances, including, but not limited to disasters, fire, internal or external strike, internal or external breakdowns or failure, and, in general, any event not allowing orders to be processed properly.

18. Governing Law and Jurisdiction

These Terms are governed by French law, without prejudice to rules applicable to consumer transactions.

In the event of any dispute arising in connection with the validity, interpretation or performance of these Terms, the parties will attempt to resolve any such dispute, whenever possible; such attempt will not interrupt the limitation period for making a claim.

If the dispute cannot be resolved, such dispute may be submitted to mediation or other alternative dispute resolution method.