

# Studio Sixteen Music Group

## Website Terms and Conditions – 2022/2023

The following terms and conditions (the "Terms and Conditions") govern your use of Studio Sixteen Music Group-operated websites and/or mobile apps (collectively, the "Site"). The Site is made available by Studio Sixteen Music Group and its affiliates (collectively, "Universal" or "we" or "us"). We may change the Terms and Conditions from time to time, at any time without notice to you, by posting such changes on the Site.

BY ACCESSING AND/OR USING THE SITE, INCLUDING REGISTERING FOR AN ACCOUNT, INTERACTING WITH THE SITE, OR SUBMITTING FEEDBACK THROUGH THE SITE, YOU ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS AND TO ABIDE BY ALL RULES, TERMS, CONDITIONS, RESTRICTIONS AND NOTICES IN THE TERMS AND CONDITIONS. If you do not agree to these Terms and Conditions, you may not access or otherwise use the Site.

**1. Proprietary Rights.** As between you and Studio Sixteen Music Group, Studio Sixteen Music Group owns, solely and exclusively, all rights, title and interest in and to the Site, all the content (including, for example, audio, photographs, illustrations, graphics, other visuals, video, copy, lyrics, software, etc.), code, data and materials thereon, the look and feel, design and organization of the Site, and the compilation of the content, code, data and materials on the Site, including but not limited to any copyrights, trademark, patent, database, moral, sui generis and other intellectual property and proprietary rights therein. Your use of the Site does not grant to you ownership of any content, code, data or materials you may access on the Site. You may view the content on the Site on your computer or other internet-compatible device, and make single copies or prints of the content on the Site for your personal, internal use only. Any commercial distribution, publishing or exploitation of the Site, or any content, code, data or materials on the Site, is strictly prohibited unless you have received the express prior permission of Studio Sixteen Music Group or the applicable rights holder. (The Site may contain some features that enable you to obtain rights to use certain of the content on the Site, such as lyrics, music, photographs, and the like. In such situations, your rights to use such content are limited to the rights expressly granted by Studio Sixteen Music Group in such situations.) You may not otherwise copy, reproduce, distribute or otherwise exploit any content, code, data or materials on the Site. If you make other use of the Site, or the content, code, data or materials thereon, except as otherwise provided above, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. Studio Sixteen Music Group will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

**2. Trademarks.** The trademarks, logos, service marks and trade names (collectively the "Trademarks") displayed on the Site are registered and unregistered Trademarks of Studio Sixteen Music Group and others and may not be used in connection with products and/or services that are not related to, associated with, or sponsored by their rights holders that are likely to cause customer confusion, or in any manner that disparages or discredits their rights holders. All Trademarks not owned by Studio Sixteen Music Group that appear on the Site, if any, are the property of their respective owners. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of Studio Sixteen Music Group or the third party that may own the applicable Trademark. Your misuse of the Trademarks displayed on the Site is strictly prohibited. Studio Sixteen Music Group will aggressively enforce its Trademark rights to the fullest extent of the law, including the seeking of criminal prosecution.

**3. User Information.** In the course of your use of the Site, you may be asked to provide certain personalized information to us (such information referred to hereinafter as "User Information"). Our information collection and use policies with respect to the privacy of such User Information are set forth in the Site's Privacy Policy which is incorporated herein by reference for all purposes. You acknowledge and agree that you are solely responsible for the accuracy and content of User Information.

**4. Mobile User Information.** When you enroll in a text message service (“Text Service”) offered by STUDIO SIXTEEN MUSIC GROUP, you agree to receive recurring offers and other information from us via SMS and/or MMS message at the mobile number you provided during the service’s registration process. You may be required to respond to an initial message as instructed to complete registration and confirm enrollment. The enrollment process will disclose the program, frequency of messages, and options to cancel your enrollment.

Messages will be sent through an automatic telephone dialing system. There is no additional charge for this service, unless specifically disclosed and agreed by you, but you may be offered opportunities to make purchases through the Text Service and you will be responsible for any charges associated with such purchases. Your mobile carrier’s standard message and data rates may apply to any messages you send or receive through the Text Services, including our confirmations and subsequent texts. Please contact your mobile carrier for more information regarding your mobile data and messaging plan.

As described at program enrollment and in program welcome messages, including messages sent to a shortcode associated with the Text Service or by replying to any message you receive from us, you may text “STOP” to cancel or “HELP” for customer support information. If you choose to stop your subscription, you agree to receive a final text message from the Text Service to confirm your cancellation. Our information collection and use policies regarding your information are set forth in our Privacy Policy. You agree to notify us of any changes to your mobile number and update your account with us to reflect this change and acknowledge that you are responsible for the accuracy of this information. You can contact us with questions by using the information provided in the Notices and Contact Information section of these Terms, listed below.

Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. We are not liable for any delays in the receipt of, or failure to receive, any SMS or MMS texts, as delivery is subject to effective transmission by your mobile carrier.

**5. Unsolicited Materials.** Unless specifically requested, we do not solicit nor do we wish to receive any confidential, secret or proprietary information or other material from you through the Site, by e-mail or in any other way. Any information, creative works, demos, ideas, suggestions, concepts, methods, systems, designs, plans, techniques or other materials submitted or sent to us (“Submitted Materials”) will be deemed not to be confidential or secret, and may be used by us in any manner consistent with the Site’s [Privacy Policy](#). By submitting or sending Submitted Materials to us, you: (i) represent and warrant that the Submitted Materials are original to you, that no other party has any rights thereto, and that any “moral rights” in Submitted Materials have been waived, and (ii) you grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed. We cannot be responsible for maintaining any Submitted Material that you provide to us, and we may delete or destroy any such Submitted Material at any time.

**6. User Conduct.** You warrant and agree that, while using the Site, you shall not upload, post or transmit to the Site, or distribute or otherwise publish through the Site, any materials that: (a) are protected by third party copyright, or other proprietary or intellectual property right; (b) are unlawful, threatening, hateful, tortious, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy or publicity rights, harassing, profane, obscene, vulgar or that contain explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), (c) restrict or inhibit any other user from using and enjoying the Site, (d) constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability, or (e) contain a virus or other harmful component, advertising of any kind, or false or misleading indications of origin or statements of fact.

You also warrant and agree that you shall not: (a) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (b) upload, post, publish, transmit, reproduce, distribute or in any way exploit any information or other material obtained through the Site for commercial purposes (other than as expressly

permitted by the provider of such information or other material); (c) engage in spamming, flooding, harvesting of e-mail addresses or other personal information, spidering, "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other information, or send chain letters or pyramid schemes via the Site; or (d) attempt to gain unauthorized access to other computer systems through the Site. You agree that you will not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

Although Studio Sixteen Music Group may from time to time monitor or review discussions, chats, postings, transmissions, bulletin boards, and the like on the Site, Studio Sixteen Music Group is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations on the Site nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Site.

You agree that if you include a link from any other website to the Site, such link shall open in a new browser window. You agree not to link from any other website to this Site in any manner such that the Site, or any page of the Site, is "framed," surrounded or obfuscated by any third party content, materials or branding. We reserve the right to revoke your right to link to the Site from your website at any time upon written notice to you.

You agree to defend, indemnify and hold Studio Sixteen Music Group and its directors, officers, employees, agents or content or service providers (collectively, "Protected Entities") harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Site, your placement or transmission of any message, content, information, software or other materials through the Site, or your breach or violation of the law or of these Terms and Conditions. Studio Sixteen Music Group reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Studio Sixteen Music Group's defense of such claim.

**7. Account and Password.** You may be enabled to create an account in the Site ("Account") using a stand-alone registration or social media logins ("Login"). You shall be entirely responsible for maintaining the strict confidentiality of any username or password administered to you through your Login; for any access to or use of the Site by you or any person or entity using the username or password, whether or not such access or use has been authorized by or on behalf of you, and whether or not such person or entity is your employee or agent; and for all activities that are conducted through your Account. You agree to (a) ensure that you exit from your Account at the end of each session and (b) immediately notify Studio Sixteen Music Group if you have any reason to believe an unauthorized use of your password or Account or any other breach of security has taken place. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your Account, and notify Studio Sixteen Music Group when you desire to cancel your Account on the Site. Studio Sixteen Music Group will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.

**8. Software Downloads.** In the event that you receive software demos or other software products downloaded from the Site or otherwise delivered or provided by Studio Sixteen Music Group in response to your request, your use of such software will be subject to the software license agreement that accompanies such software.

**9. Orders for Products and Services.** We may make certain products available to visitors and registrants of the Site. For example, you may be able to order certain music-related products and/or licenses through the Site. You may only do so if, and you hereby represent and warrant that, you are domiciled in the United States and you are 18 years old or older. You agree to pay in full the prices for any purchases you make either by credit/debit card concurrent with your online order or by other payment means acceptable to Studio Sixteen Music Group. You agree to pay all applicable taxes. If payment is not received by us from your credit or debit card issuer or its agents, you agree to pay all amounts due upon demand by us.

**10. Third Party Websites.** You may be able to link from the Site to third party websites ("Linked Sites"). For example, you may purchase products, some of which may be Studio Sixteen Music Group products, on or through

Linked Sites. You acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Sites. Where we have partnered with YouTube or Google to provide access to or embed content from their respective sites, your information may be subject to additional terms. See the [YouTube Terms of Services](#) for more. Links to Linked Sites do not constitute an endorsement by us of such websites or the information, content, products, services, advertising, code or other materials presented on or through such websites.

**11. DISCLAIMER OF WARRANTIES.** THE SITE, INCLUDING, WITHOUT LIMITATION, ALL SERVICES, CONTENT, FUNCTIONS AND MATERIALS, IS PROVIDED "AS IS" [AND] "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, UPTIME OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND WE HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE SITE OR THE SERVICES, CONTENT, FUNCTIONS OR MATERIALS CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY THAT THE SITE WILL MEET USERS' REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. STUDIO SIXTEEN MUSIC GROUP ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES OR OTHER HARMFUL COMPONENTS THAT MAY INFECT OR HARM, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT FROM YOUR ACCESS TO, USE OF, OR BROWSING IN THE SITE OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THE SITE. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

WITHOUT LIMITATION OF THE ABOVE IN THIS SECTION, STUDIO SIXTEEN MUSIC GROUP AND ITS SUPPLIERS AND LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY PRODUCTS OR SERVICES ORDERED OR PROVIDED VIA THE SITE, AND HEREBY DISCLAIM, AND YOU HEREBY WAIVE, ANY AND ALL WARRANTIES AND REPRESENTATIONS MADE IN PRODUCT OR SERVICES LITERATURE, FREQUENTLY ASKED QUESTIONS DOCUMENTS AND OTHERWISE ON THE SITE OR IN CORRESPONDENCE WITH STUDIO SIXTEEN MUSIC GROUP OR ITS AGENTS. ANY PRODUCTS AND SERVICES ORDERED OR PROVIDED VIA THE SITE ARE PROVIDED BY STUDIO SIXTEEN MUSIC GROUP "AS IS", EXCEPT TO THE EXTENT, IF AT ALL, OTHERWISE SET FORTH IN A LICENSE OR SALE AGREEMENT SEPARATELY ENTERED INTO IN WRITING BETWEEN YOU AND STUDIO SIXTEEN MUSIC GROUP OR ITS LICENSOR OR SUPPLIER.

**12. LIMITATION OF LIABILITY.** IN NO EVENT SHALL STUDIO SIXTEEN MUSIC GROUP OR ANY OF ITS PROTECTED ENTITIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. IN NO EVENT SHALL THE PROTECTED ENTITIES BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE SITE. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS AND CONDITIONS OR YOUR USE OF THE SITE EXCEED, IN THE AGGREGATE, THE AMOUNT, IF ANY, PAID BY YOU TO STUDIO SIXTEEN MUSIC GROUP FOR YOUR USE OF THE SITE.

**13. Applicable Laws.** We control and operate the Site from our offices in the United States of America. We do not represent that materials on the Site are appropriate or available for use in other locations. Persons who choose to access the Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

**14. Modifications to the Site and the Services.** We reserve the right, for any reason, in our sole discretion, to terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, content, features or hours of availability. We may also impose limits on certain features of the Site or restrict your access to part or all of the Site without notice or penalty. Studio Sixteen Music Group reserves the right to temporarily or permanently terminate your membership on the Site for any or no reason without prior notice.

**15. Notices and Contact Information.** All notices required or permitted to be given under these Terms and Conditions must be in writing and shall be given by personal delivery, registered or certified mail, or Federal Express or other nationally recognized courier service which regularly tracks its packages, to :

Studio Sixteen Music Group, Inc.  
2220 Colorado Ave,  
Santa Monica, CA 90404  
Attn: Security Compliance Analyst.

Notices, if personally delivered, shall be deemed to have been received on the date of delivery; if by registered or certified mail, on the third business day after mailing; if by Federal Express, on the second business day after deposit with the service.

If you have any questions, comments or complaints regarding the Sites, feel free to contact us [here](#).

**16. Miscellaneous.** Our failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect.

**17. Dispute Resolution** You and Studio Sixteen Music Group agree to arbitrate all disputes between you and Studio Sixteen Music Group or its affiliates, except for disputes relating to the enforcement of Studio Sixteen Music Group's or its affiliates intellectual property. The Terms and Conditions are solely governed by and construed in accordance with the laws of the State of New York, without regards to its principles of conflicts of law that would require the application of the laws of another jurisdiction. Any disputes between you and Studio Sixteen Music Group relating to the Sites must be resolved exclusively through binding non-appearance-based arbitration administered by JAMS, or in small claims court in BIRMINGHAM AL, U.S.A. or in your county of residence if your claims qualify. In the event of a dispute, you or Studio Sixteen Music Group must send to the other party a notice of dispute, in writing, setting forth the name, address and contact information of the party giving notice, the facts of the dispute and relief requested. You may initiate proceedings by sending Us a Notice of Legal Dispute, to the address listed in the "Notices and Contact Information" above.

We will send any notice of dispute to you at the contact information we have for you.

You and Studio Sixteen Music Group agree to try to attempt to resolve a dispute through informal negotiation upon notice of a dispute for a period of 60 days. If you and Studio Sixteen Music Group do not resolve the dispute in such 60 day time period, then you or Studio Sixteen Music Group may commence arbitration. You and Studio Sixteen Music Group agree that a dispute will be heard before single a neutral arbitrator, whose decision will be final, except for a limited right of appeal under the U.S. Federal Arbitration Act. YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN A COURT OF LAW BEFORE A JUDGE OR JURY. The arbitration proceedings shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures and Expedited Procedures, or JAMS' Streamlined Arbitration Rules and Procedures, at the election of the party initiating the arbitration. Information regarding these rules can be found on the JAMS website at [www.jamsadr.org](http://www.jamsadr.org). In addition, you and Studio Sixteen Music Group agree that the following rules shall apply to the arbitration proceedings: (a) the arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court

of competent jurisdiction. The United Nations Conventions on Contracts for the International Sale of Goods shall have no applicability.

To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE TERMS SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SITES, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED, ONLY ON AN INDIVIDUAL BASIS. In no event shall any claim, action or proceeding by you related in any way to the Sites be instituted more than one (1) year after the cause of action arose.

If a court of competent jurisdiction finds these arbitration provisions invalid or inapplicable, you agree to the exclusive jurisdiction of the Federal and State courts located in SHELBY COUNTY, BIRMINGHAM ALABAMA and you agree to submit to the exercise of personal jurisdiction of such courts for the purposes of litigating any applicable claim or action.

*Last Updated December 01, 2022*