

Major Label Showroom Music Agreement Terms and Conditions

The following terms and conditions and Production and Warranty Agreement (“the Conditions”) are the terms on which Sound Marketing (“the Company”) sells to other businesses and supersedes all other terms and conditions used by the Company.

1 Orders, price and payment

1.1 No contract shall come into existence until the Company confirms the order for the Goods in writing.

1.2 The price (exclusive of VAT) for the Goods (“the Price”) shall be the quoted price of the Company and payment of the Price shall be made by the buyer within 30 days of the date (“the Due Date”) of the invoice for the Goods.

1.3 If any undisputed invoice is not paid by the due date the Company will notify the Buyer with a request to remedy. If any such invoice remains unpaid after 60 days of the due date, the company reserves the right to charge interest on the unpaid portion of the price at the rate of five percent above the base rate from time to time of Lloyds Bank plc.

1.4 Any cancellation of any order by the Buyer must be in writing and agreed as cancelled also in writing by the Company. In case of any cancellation, the Buyer may be released from its obligations under the contract after payment of a sum for reasonable damages. Monthly payments will be made quarterly in advance. After the initial contract ends the service will continue on an annual basis if not cancelled 30 days prior to the expiry date.

1.5 Upon cancellation the Buyer will have the right to continue to broadcast the audio for 30 days from date of cancellation. After this date the Connected Active Player will be disconnected and the equipment returned to the Company. Failure to return the equipment to the Company within 30 days will result in the full cost of the equipment being charged to the Client.

2 Goods

The description and quantity of the Goods to be sold (“the Goods”) shall be as set out in the quotation provided by the Company to the Buyer (“the Quotation”).

3 Delivery

The Company shall deliver the Goods to the Buyer’s address and on the date as both are shown on the Licensing Agreement. Time shall not be of the essence for delivery. The Buyer shall make all necessary arrangements to take delivery of the Goods on the day notified by the Company for delivery.

4 Acceptance

The Company must be advised in writing by recorded delivery of any defects in the Goods as soon as they are discovered by the Buyer who shall be deemed to have accepted the Goods if they have not been rejected on or before the seventh day after delivery. The Buyer shall not be entitled to reject the Goods in whole or in part thereafter.

5 Title and Risk

The Goods shall be at the risk of the Buyer following delivery and, notwithstanding delivery, title in the Goods shall not pass to the Buyer until the Buyer has made payment of all sums owing to the Company failing which the Company shall have the right to repossess or otherwise recover the Goods. Until title passes the Buyer shall hold the Goods as bailee for the Company and shall store or mark them so that they can at all times be identified as the Goods of the Company.

6 Limitation and Liability

6.1 The Company will not be liable to the Buyer for injury caused by misuse of the goods.

6.2 Without prejudice to Condition 6.1 each party shall not be liable to the other or any third party for any loss of profit, consequential or other economic loss suffered by the Other arising in any way from this Agreement.

7 Set Off and Counter Claim

The buyer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set-off or counterclaim which the buyer may have or allege to have or for any reason whatsoever.

8 Force Majeure

Each Party shall not be liable for any default due to any circumstance beyond the reasonable control of the Company including, but not limited to, Acts of God, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire, flood, earthquake or shortage of supply.

9 General

9.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

9.2 The Company may without the consent of the Buyer sub-licence its rights or obligations or any part of these Conditions.

9.3 The headings in these Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions.

10 Contract

Notwithstanding any other provision of this agreement, nothing herein shall confer or is intended to confer a benefit on any third party for the purpose of the Contract (Rights of Third Parties) Act 1999 or for any other purpose.

11 Entire Agreement

Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.

12 Governing Law and Jurisdiction

The laws of England and Wales shall govern this Agreement and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

13 Breach of Contracts

If either Party is in material breach of this Agreement or any of its contents, the injured Party will provide written notice of the breach and its request to remedy to the Other. If the notified Party fails to rectify the breach within 1 calendar month from receipt of this notice, then the Other may terminate this Agreement forthwith with immediate effect.

14 GDPR Regulations

Sound Marketing (SW) Ltd complies fully with the GDPR regulations May 2018. Any data collected will be used solely for the purpose of the continuation of any contract or ongoing business and to advise clients of matters of legitimate interest. We will not pass your data to any 3rd parties. You can request the removal of your data at any time by contacting us directly on 01225 701600. You may also request a full copy of our Data Protection Policy at any time.

END USER AGREEMENT

1. Introduction and Interpretation.

This is a legal agreement setting out the rights and obligations of BizAudio Ltd (“we” or “us” or “BizAudio”) and the businesses, individuals and other entities (“you” or “User(s)”) who use our Service. You must take the time to read and understand this agreement. By registering as a User, you accept that you are entering into a contract with us on the terms of this agreement. You are also entering into this agreement with our Reseller Premier Business Audio Ltd trading as Freedom Music, who is authorised to grant this agreement. References to we, our and us or to BizAudio or Musicstream shall include references to Reseller which operates this agreement. You will pay the Service Fees to the Reseller. Your obligations to us are equally to the Reseller and will be performed through it unless we notify you otherwise. You should be aware that this agreement may change from time to time in accordance with paragraph 19 below.

In this agreement, the following words and expressions have the meanings set out next to them:

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| “Service Period” | The period of time during which you are entitled to use our Service in accordance with your Registration, and the other provisions of this agreement. |
| “Premises” | the place(s) of business, as identified in your Registration, at which you wish to use our Service. |
| “Service Fee(s)” | the fee calculated according to your Registration. |
| “our Service” | the Service operated by us whereby we provide music or recordings by way of streaming, download or other means for use in shops, department stores, health clubs, spas, restaurants, bars clubs, canteens, factories, warehouses, sports arenas, other sporting venues and other premises. |
| “Our Website” | the website at www.musicstreamplayer.com and also accessible at www.BizAudio.com |
| “the Music and Messaging” | the sound recordings available through and delivered by means of our Service from time to time and the musical works (including words and lyrics) embodied in the sound recordings available through and delivered by means of the Service from time to time. |
| “Registration” | the details provided by you when become a User and any amendment or modification to those details from time to time, or alternatively the Registration may be completed by our authorised Reseller on your behalf. |

2. Registration as a User

In order to become a User, a Registration is established for each of your business premises using the Service.

Users may be corporate entities (in any country), partnerships (including limited partnerships) or individuals over the age of 18. Our Service is provided to Users for use in connection with their business and not direct to consumers: if you are an individual, you confirm that you are applying for a licence to use our Service in the course of your business and not as a “consumer” as that term is defined in The Consumer Protection (Distance Selling) Regulations 2000 and accordingly that you do not have the right to cancel your license except in accordance with the terms of this agreement

On Registration, you agree to do so by providing accurate and current information including the full and correct legal name of the person or legal entity registering as a User, your address, details of the Premises and any other requested details.

By Registering you make an offer to enter into an agreement with us on the terms and conditions set out in this document. Your Registration is not complete and the Service Period during which you may use our Service does not begin until your Registration has been accepted by us.

3. Service

Subject to the terms of this agreement, we grant to you during the Service Period a non-exclusive licence to play the Music delivered through our Service at the Premises provided that, where required, you have acquired for all Premises accessing our Service, the necessary licence(s) from your local Performing Rights Organisation(s), and that such licences remain valid for the duration of the Term.

4. Service Fee

In consideration of your use of our Service, you agree to pay the Service Fee. Your Reseller will issue you an invoice when you complete your Registration. If, during the Term, there is any change in circumstances that causes the information supplied by you at the time of your Registration to be inaccurate, you must notify Reseller promptly of such change by sending an e-mail. If you do not notify of any such change that takes place, we reserve the right to terminate your license and your right to use our Service upon such change taking place.

5. Renewal

It is your responsibility to ensure that you obtain any extensions to the Service Period that you require.

All of the terms of this agreement apply to any extension of the Service Period.

6. Restrictions

The licence granted in this agreement relates solely to the performance of the Music at the Premises. Nothing in this agreement gives you any rights in the Music or the right to do anything in relation to the Music other than play it at the Premises. You expressly acknowledge that you shall not be entitled to make any changes to the Music (or any part or parts of it), or make any reproductions or copies of the Music or any part or parts of it) except that, where the Music is made available to you for download as part of our Service, you may download the music solely for the purpose of enabling the Music to be played at the Premises. For the Major Label Music (MLM) Service no licence is granted to play the Music at the premises unless and until you have acquired the relevant licences from the local Performing Rights or Music Collection Society. Playing MLM music provided by BizAudio Ltd without the necessary Music Licence(s) in place will automatically cancel your registration for the Premises in question.

7. Our warranties and liability

7.1 We warrant that we have the full power and authority to enter into this agreement and, in particular, that we have secured the rights to provide you with the Music contained in our Service. To be clear these rights do not include the right to perform the music on business premises and it your responsibility to you acquire and renew the relevant

performance licences from the PRS and the PPL and any other collecting society established for the collection of performance income in relation to musical compositions or sound recordings).

- 7.2 We warrant that our Service will be provided with reasonable care and skill with the intention of meeting the specifications for our Service, but do not guarantee that our Service will meet your requirements, including (without limitation) as to the type, quality, availability or speed of delivery of the content of our Service. You expressly acknowledge that the Music made available through the Service may change from time to time and that specific recordings available through the Service at the time of your Registration may not be available throughout the entire Service Period.
- 7.3 We will be liable as expressly provided in this agreement, but shall have no other obligation, duty or liability whatsoever in contract, tort (including negligence, breach of statutory duty and any other tort) or otherwise.
- 7.4 Nothing in this agreement shall exclude or restrict our liability for death or personal injury resulting from our negligence.
- 7.5 Subject always to sub-paragraph 7.6. below, we will be liable for direct loss or damage only, whether in contract, tort (including negligence, breach of statutory duty or other tort) or otherwise and whether caused by our act or omission or that of our employees, agents or subcontractors.
- 7.6 Our liability to each User is limited to the amount paid to us by that User in respect of that User's use of our Service.
- 7.7 We will not be liable to you or anyone else, whether in contract, tort (including negligence, breach of statutory duty or other tort) or otherwise for any loss of revenue, business, anticipated savings or profits, or for any indirect, special or consequential loss damage, costs or other claims however caused or arising, whether through non-supply or late supply of our Service or other non-performance of this agreement or otherwise.
- 7.8 Except as expressly stated elsewhere in this agreement, all representations, warranties, conditions and other terms, whether express or implied (by common law, statute, collaterally or otherwise) are excluded, except in the case of fraud, or where exclusion is not permitted by law.
- 7.9 You should be aware your use of our Service requires the transmission of substantial amounts of data (i.e. the Music) to you over the internet and that this may result in increased data usage and data charges from your service provider. You should check your internet Service provider's terms of the Service and you acknowledge that you are responsible for all charges for connecting to the internet which result from your use of our Service or otherwise.
- 7.10 Whilst all reasonable care has been taken to avoid the transmission of viruses and to ensure that your use of our Service will not adversely affect your hardware, systems or data, you should carry out such virus and other checks as you consider appropriate and you acknowledge that we accept no responsibility for any damage to your hardware, systems or data.
- 7.11 This paragraph 7 shall survive the termination or expiry of the Service Period.

8. Your warranties and liability

- 8.1 You warrant that you have the full power and authority to enter into this agreement and that the individual(s) who completed the Registration, if not an employee of the Reseller, is or are duly authorised to bind you and to authorise the use of the Payment Details for payment of the Service Fee.
- 8.2 You warrant that you will not authorise or permit any other person to use the Music except as expressly permitted by this agreement.
- 8.3 You warrant that you will not make any unauthorised copy of any sound recording or composition comprised in the Music.
- 8.4 You warrant that you will not use the Music or permit anyone else to use the Music in a way that implies that any artist or composer whose performance or composition is included in the Music endorses your products or the Services or those of any other party.
- 8.5 You warrant that you will not use the Music or any of it a way which might reasonably be regarded as derogatory to any artist or composer whose performances or composition is included in the Music.
- 8.6 You warrant that all of the information contained in your Registration is accurate and not misleading.
- 8.7 You indemnify us from and against all costs, proceedings and damages adjudicated by a court of competent jurisdiction or under any settlement approved in advance and in writing by you including reasonable legal costs on an indemnity basis however arising in respect of any breach of any warranty, undertaking or representation given by you in this agreement.

9. Assignment and sub-licensing

We reserve the right to assign this agreement and to assign or subcontract any or all of our rights and obligations under this agreement, but will not do so in such a way as to reduce your rights under this agreement. The licence given under this agreement to use our Service and your rights under this agreement are personal to you and you may not without our written consent assign or dispose of this agreement, nor subcontract any of your rights and obligations under it.

10. Termination and Suspension

- 10.1 This agreement will automatically terminate:
 - (a) on the expiry of the Service Period; or
 - (b) if you are in breach of any of any of the terms and conditions contained in it.
- 10.2 In addition to our other rights specified in this agreement, we are entitled to suspend provision of our Service to a User at any time if:

- (a) we are entitled to terminate this agreement;
- (b) we are obliged or advised to comply with an order, instruction or request of the government, regulator, court or other competent authority; or
- (c) we have cause to believe in our reasonable opinion that you are in breach of any of our obligations under this agreement or any other agreement between the User and us.

11. Privacy Policy and Data Protection

Our privacy policy forms part of this agreement, and by making a Registration, you also give your consent to the way we may handle your personal data in that policy. The privacy policy can be found here. Where you sign up this service with a Reseller of ours they will be responsible for data protection and will agree terms with you on Registration.

12. Our right to check that your use of the Service complies with this agreement

If we have reasonable grounds to believe that information supplied in your Registration is inaccurate or that our rights or rights in the Music are being or may be infringed at the Premises or otherwise by you, you agree to permit us or our agents or professional advisors to enter and remain on the Premises or other premises under your control at which we reasonably believe our rights may be infringed to determine whether the terms of this agreement are being complied with and you agree to provide us with all reasonable assistance in connection with our reasonable enquiries.

13. Our Role.

We are not a party to, and shall not be involved in or responsible for, transactions, agreements and/or disputes between Users or between Users and third parties arising in connection with the use of our Service.

14. Unavailability

From time to time, our Service may be unavailable. We cannot guarantee continuous access to our Service. However, we will strive to ensure that the periods of planned unavailability are kept to a minimum.

15. Software

We may make available to Users the ability to use certain BizAudio and third party software (collectively, "Software") as part of their use of our Service. It is to be used in accordance with our FAQs and other the Service documentation available on the Website. The Software may not be copied or distributed, or used for any purpose other than using our Service in accordance with this agreement. You may not reverse engineer, decompile or disassemble any of the Software except to the extent expressly permitted by applicable law. Third party software and associated documentation comprised in the Software is subject to the licensing conditions imposed by the proprietors of that software.

16. Additional Services

We or our affiliates may offer new or additional services through BizAudio from time to time. Users' use of those services may be subject to additional terms and conditions, which they must comply with. Provided that those terms are notified to you through TBMC in an appropriate manner (as determined by us in our reasonable discretion) when you agree to take those services, any failure by you to comply with a material provision of the terms governing those services will amount to a breach of this agreement.

17. Operation of our Service.

We reserve the right to withdraw or modify one or more aspects of our Service, or all of it, where we have legal or commercial reasons to do so. There may also be times when the service becomes inaccessible as a result of technical difficulties experienced by us or on the Internet; we will, however, use reasonable skill and care to overcome these difficulties where they are within our control. For security or other reasons, we may require you to change password or other information which facilitates access to the Service. You are solely responsible for maintaining the confidentiality of your password and any additional identifying information.

18. Entire Agreement.

This agreement, which we believe to be fair and reasonable, is intended to contain your entire agreement with us relating to our Service, except for any fraud or fraudulent representation by either of us.

No oral explanation or oral information given by any party will alter the interpretation of this agreement.

19. Changes to this agreement.

We reserve the right to change this agreement from time to time, and will notify you of the fact that there are changed terms, and the new version of these terms and conditions will take effect, and will govern our Service and your relationship with us:

- (a) beginning thirty days after the date of notification (or such later date as we indicate in the relevant posting), if any of the changes is to an operative provision of this agreement which is capable of adversely affecting you. If you do not wish to be governed by the new version of the agreement, you may notify us on or before the date when the new version of the agreement is to take effect that you wish to terminate the Service Period with immediate effect, and from that date you must stop using our Service; or
- (b) immediately upon the date of notification (or such later date as we indicate in the relevant posting), if the changes are not to operative provisions, or not capable of adversely affecting you - examples of which would include, without limitation, changes to contact details referred to, or the refinement of provisions that are already included, in this agreement.

20. General.

- 20.1 If any term of this agreement is held to be invalid or unenforceable by judicial decree or decision, the remainder of this agreement shall remain valid and enforceable.
- 20.2 You and we are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this agreement.
- 20.3 Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.
- 20.4 A person who is not a party has no right to rely on or enforce any term of this agreement under the Contracts (Rights of Third Parties) Act 1999 save that the Background Music Company Limited in England shall be entitled to enforce the terms of this agreement with you as if it were the licensor, where is not a party to this agreement.
- 20.5 References to a party include references to that party's successors and assignees.
- 20.6 A party is not in breach of this agreement if the performance of its obligations is delayed or becomes impossible by reason of any act of God, war, fire, earthquake, strike or other labour dispute, inevitable accident, civil commotion, epidemic, act of government, its agencies or officers, failure of technical facilities, internet service provider interruption, or act of government, public enemy or any other occurrence which is beyond the control of either of the parties. The Service Provider does not guarantee constant uninterrupted service. Music streaming and other services have to be taken down for maintenance and technical correction periodically.

21. Law.

This agreement shall be governed by and construed in accordance with the laws of England and Wales and we are subject to the exclusive jurisdiction of the English courts.

22. Keeping this agreement.

Please make a durable copy of this agreement by printing and/or saving a downloaded copy on your own computer. It is offered and interpreted in English only.

23. Contact.

We, Sound Marketing (SW) Ltd, the Reseller are an agent and Reseller of BizAudio Ltd in the U.K. authorised to enter in to this agreement for them and on our own behalf. We are a company registered in England under registration no 3430221. Our VAT registration number is 741 6142 54.