

WOD MUSIC Talent Pool 2017

WOD MUSIC TALENT POOL TERMS OF USE (“Terms of Use”)

Please read these Terms of Use carefully. You should not use or access the Talent Pool if you do not agree to any of the provisions set out in these Terms of Use.

Talent Pool

1. The *WOD Music Talent Pool* (‘Talent Pool’) is a web-based platform to stimulate the development of (producer)talent and is created by WOD Music based in Quebec City, Canada (‘WOD Music’). All WOD Music labels and trade names shall be deemed to be included in ‘WOD Music’. Everyone may enter their home made music in the Talent Pool by uploading their created original music. The most outstanding talents get selected by WOD Music and will sign an additional agreement with WOD Music to release their music on one of its labels. Music will remain available for a period of 90 days only.

Applicability and acceptance of Terms of Use

2. By accessing or using the Talent Pool, or by uploading, viewing, streaming or accessing any content or information from or to the Talent Pool, you represent and warrant that you have read and understood these Terms of Use, that you are of legal age (i.e. 18 years or more) or that you have your parents’ or legal guardians’ permission to access and use the Talent Pool and that you will abide by these Terms of Use.

Changes to the Terms of Use and changes to the Talent Pool

3. WOD Music has the right to change, withdraw, alter, replace or otherwise modify these Terms of Use at any time. Any changes to these Terms of Use will be posted on the Talent Pool platform. Furthermore, WOD Music shall notify you in advance of any changes in the Terms of Use by sending you an e-mail message to the e-mail address that you have provided with your login credentials. You will have no obligation to continue using the Talent Pool after any such notification, but if you do you automatically agree to the revised Terms of Use.

4. WOD Music may release every now and then new features and tools or other services and/or features for the Talent Pool. These new features, tools and features are subject to these Terms of Use (as well as any changes in the Terms of Use).

5. WOD Music reserves the right to entirely or partially modify, change, withdraw, (temporarily or permanently) suspend, discontinue or terminate the Talent Pool and/or any of its features and functionalities at any time and for any reason, without giving any reasons and without notice. WOD Music also reserves the right to discontinue, suspend, terminate or cease providing access to the entire Talent Pool or any part thereof, temporarily or permanently, and whether in its entirety or with respect to individuals, groups of individuals, individual territories, states or countries only.

6. You hereby agree that WOD Music and its employees, agents, directors, subsidiaries, successors, assigns, affiliates and shareholders shall not be liable to you or to any third party for any changes or modifications to the Talent Pool as mentioned above, or for any decision to suspend, discontinue, terminate access or terminate the Talent Pool as mentioned above.

Talent Pool account

7. Use of the Talent Pool is free of charge. You can and may only use and access the Talent Pool by finalizing an account into the Talent Pool account which contains a valid e-mail address (which remains valid). Your e-mail address and any other personal information you have provided through your account can be used by WOD Music to manage the Talent Pool, for any related services offered by WOD Music, and to contact the Selected Talents (see below). You hereby agree that the Talent Pool (i.e. the application) may access your account and may use your e-mail address and your personal information as mentioned in the Terms of Use.

8. Mind that you are responsible for any and all activity emanating from your Talent Pool account, whether said activity was authorized by you or not. You may not use any other person’s Talent Pool account to use or access the Talent Pool, or attempt to do so.

9. You may not use or access the Talent Pool with an account in the name of another person or company or post messages Tracks in the name of another person and/or company. You may not impersonate any other person or company.

Use of the Talent Pool

10. Subject to your strict compliance with these Terms of Use at all times, WOD Music hereby grants you a non-exclusive, strictly personal, revocable, non-assignable, non-transferable, limited and restricted right and license to use the Talent Pool in order to view content and/or to listen to Tracks posted on the Talent Pool. Furthermore, you may submit and post audio materials ('Tracks'). All Tracks may only be submitted and posted by the registered user. Note that you will need to register for an account and agree to the terms of use (including privacy policy). This license to use the Talent Pool is granted conditional upon your strict compliance with these Terms of Use, including, without limitation, the following:

- a. You may not copy, capture, adapt, perform, duplicate, rip, (re)publish, make available or otherwise communicate to the public, transfer, (re)distribute or otherwise exploit or use any Tracks posted on the Talent Pool, except where said Track is your own Track, or where these Terms of Use permit such;
- b. You shall not make use of and/or infect the Talent Pool platform with any viruses, worms, spyware, adware, malware and bots or other malicious contents, such as but not limited to data mining tools, automated scripts, apps, bots, botnets, spiders, trojan horses, plugins or extensions with respect to the Talent Pool (or any Tracks on the Talent Pool), regardless of the configuration or ways and mode of operation, including (without limitation) any of the foregoing that manually or automatically generates any kind of messages (including Facebook messages, Facebook 'likes', Twitter messages, votes), plays Tracks, generates comments (including Facebook and Twitter comments) or favourites any Tracks;
- c. You may not make use of any aforementioned or other content, programs or facilities to increase your number of votes or otherwise to misrepresent the popularity of your Tracks;
- d. Between you and WOD Music, the Talent Pool platform, including its underlying idea, format and designs, shall be considered as being a copyright protected work. Therefore, you may not copy the Talent Pool format and/or exploit, publish, duplicate or reproduce or otherwise use the Talent Pool format or similar platforms or formats;
- e. You may not copy, reverse engineer, reverse assemble, decompile, modify or adapt the object and source code of the Talent Pool, or attempt to do so;
- f. You may not submit, share, upload, post, store, transmit, display, copy, distribute, promote, make available or otherwise exploit and/or make available or communicate to the public any Tracks that are (i) indecent, obscene, sexually explicit, offensive, racist, abusive, libellous, defamatory, that promote or glorify violence, terrorism, or illegal acts, that incite hatred or violence on grounds of race, gender, religion or sexual orientation, or are otherwise objectionable WOD Music reasonable discretion, (ii) that violate or infringe the rights of third parties (including, without limitation, copyright, trademark rights, trade name rights, rights of privacy or publicity, confidential information or any other right) or (iii) that consist of any unauthorized advertising, spam or any promotional messages.

Therefore, you may not and must not submit, store, distribute, publish, upload, send, transmit, perform, display, make available or otherwise communicate and make available to the public any Tracks to which you do not hold the necessary rights. Any use of materials within your Tracks to which you do not hold the necessary right may constitute an infringement of third party rights and is strictly prohibited. Such materials may be, without limitation, samples, vocals, top lines, melodies, lyrics, and other materials not created by yourself and to which you have not obtained all rights, licenses and permissions necessary to use. Any such infringements may result in (i) removal of your Talent Pool account and Tracks from the Talent Pool; (ii) civil litigation; and (iii) criminal prosecution.

11. You warrant that you shall always use the Talent Pool in good faith and with good intentions and that you will always comply with the conditions of these Terms of Use and specifically with the conditions mentioned under paragraph 10 (a) to (f) above. You shall not harass, stalk threaten, abuse or otherwise annoy other users or WOD Music (including its employees). Note that WOD Music has the right, without prior notice and in its sole discretion, to remove you and your Talent Pool account from the Talent Pool immediately or take such actions as it sees fit if you breach the terms of these Terms of Use.

12. WOD Music has the right to remove or disallow any Tracks from the Talent Pool without giving reasons and without prior notice. You may remove your track at any time. All tracks will be automatically removed after 90 days of submission.

Grant of License

13. By submitting, uploading or posting your Tracks ('Your Tracks') to the Talent Pool, you grant WOD Music a limited, non-exclusive, free, worldwide license to publish, display, make available, transmit, distribute, copy, reproduce and otherwise communicate Your Tracks on the Talent Pool platform and on all WOD Music online media platforms (such as, but not limited to its Youtube-channel (or any other Youtube-channel owned or controlled by WOD Music), Facebook and/or Twitter accounts, and its website(s)). This license is granted separately for each item of Your Tracks that you submit to the Talent Pool.

14. This license will (subject to the following paragraph of these Terms of Use) terminate automatically when Your Tracks are removed from the Talent Pool.

Selection of Winners

15. You may use all social media (Facebook, Twitter, etc.) or other media to collect as many votes as possible for Your Tracks. The more votes you collect, the more attention from WOD Music Your Tracks will attract.

16. WOD Music will choose the winning Tracks at its sole discretion and without giving any motivation or reasons, and regardless of the amount of votes the winning Track has collected. WOD Music is not under the obligation to (and shall not) correspond with you, in any way, about the selection of the winning Tracks. If your Track(s) get(s) chosen by WOD Music as one of the winning Tracks, you will be hereinafter referred to as 'Winner'.

17. There is no minimum or maximum Tracks to be chosen as winning Tracks. WOD Music may choose a winning Track at any moment and may choose not to select a winning Track at all. WOD Music will notify the Winner by e-mail, by Facebook message or by Twitter message.

18. In the event that Your Track has not been chosen by WOD Music, WOD Music reserves the non-exclusive right to offer Your Track and your email and contact information to third parties that may be interested in Your Track. Such third parties will only acquire any rights to Your Track after you have reached an agreement with such third parties. These Terms of Use do not transfer any rights between you and an entity that is not a party to these Terms of Use.

Exploitation Agreement

19. You hereby grant WOD Music an exclusive right of option to enter in an exclusive exploitation agreement with you for each Track you submit to the Talent Pool. This option is granted exclusively to WOD Music (thus excluding any third parties) for a term of three months starting at the moment a Track is submitted. The contents of the exclusive exploitation agreement are available <http://www.wodmusic.com/documents/WODMusicExploitationAgreement.pdf> . The Exploitation Agreement is an agreement for the Track you submit to the Talent Pool, including two follow-up options. You hereby explicitly and without any reservations agree to this exclusive exploitation agreement and its contents. WOD Music may exercise the right of option at any moment by sending an e-mail, Facebook message or Twitter message. However, WOD Music is never under the obligation to exercise the option.

20. For the avoidance of doubt: By submitting any Track to the Talent Pool, you warrant that (i) you are authorized to do so; (ii) you are authorized to enter into the exclusive exploitation agreement; and (iii) you are not bound by any other agreements with third party labels (such as, but not limited to exclusive record agreements) which may restrict or impede the exploitation of Your Tracks by WOD Music or which may restrict or impede the execution of the exclusive exploitation agreement by WOD Music in any way possible.

21. From the moment the Winner gets chosen, he or she will remove the winning Track from his or her SoundCloud-account and from any other online platforms, portals and sharing services and WOD Music shall remove the Track from the Talent Pool.

Representations and Warranties

22. You hereby represent and warrant explicitly to WOD Music (including its employees, agents, directors, subsidiaries, successors, assigns, affiliates and shareholders) as follows:

a. Your Tracks, artist- and track names are all original works and/or names made by you, or you have obtained all rights, licenses and permissions necessary to use (and to authorize WOD Music to use) Your Tracks, and any artist- and track names in accordance with these Terms of Use.

b. Your Tracks do not and will not infringe upon, or violate, any third party rights (such as, without limitation, any intellectual property rights, portrait rights, database rights, performers' rights, rights of privacy).

c. You have obtained all rights, licenses and/or permissions from any persons appearing in Your Tracks in order to include their name, voice, appearance, portraits, performance, properties or likeness in Your Tracks and Content and to submit and publish those on the Talent Pool.

d. Your Tracks, including any messages and comments that you may submit to the Talent Pool, are not and will not be indecent, obscene, sexually explicit, offensive, racist, abusive, libellous, defamatory, and shall not promote or glorify violence, terrorism, illegal acts, incite hatred or violence on grounds of race, gender, religion or sexual orientation, or are otherwise objectionable in WOD Music reasonable discretion.

Liability for Tracks

23. You hereby acknowledge and agree that you are solely responsible and liable for all of Your Tracks that you submit, post, publish or distribute to, or on the Talent Pool, and to the extent permissible by law, WOD Music excludes all liability with respect to all Tracks and the activities of its users with respect thereto.

24. WOD Music (including its employees, agents, directors, subsidiaries, successors, assigns, affiliates and shareholders) hereby excludes, to the fullest extent permitted by law, any and all liability which may arise from any Tracks submitted to the Talent Pool by its users, including, but not limited to, any claims for

infringement of any rights, intellectual property rights, rights of privacy or publicity rights, any claims relating to publication of defamatory, racist, pornographic, obscene or offensive material, or any claims relating to the completeness and accuracy of any Tracks, documents and information provided by users on the Talent Pool.

25. To the extent permitted by law, by accessing, visiting and using the Talent Pool, you irrevocably waive the right to assert any claim with respect to any of the foregoing against WOD Music (including its employees, agents, directors, subsidiaries, successors, assigns, affiliates and shareholders).

Indemnification

26. You hereby explicitly agree to indemnify, defend and hold harmless WOD Music, (including its employees, agents, directors, subsidiaries, successors, assigns, affiliates and shareholders) from and against any and all claims, obligations, damages, losses, expenses, and costs, including actual attorneys' fees (in and out of court), resulting from:

- a. any violation by you of these Terms of Use or any other unlawful act by you against WOD Music;
- b. any third party claim (justified or not) of infringement of any rights including but not limited to copyrights or other intellectual property rights of Your Tracks on the Talent Pool, and/or your submitting, publishing and making available thereof to other users of the Talent Pool;
- c. any activity on the Talent Pool related to your Talent Pool account, be it by you or by any other person accessing your Talent Pool account with or without your consent.

Reporting Infringements

27. If you find any Tracks on the Talent Pool that you believe infringes upon your rights of intellectual property, please report this to WOD Music providing the following information:

- a. A description and the exact name of the relevant Talent Pool account, and the exact name of the Track, including the URL (if possible);
- b. a statement that you have identified Tracks on the Talent Pool that you believe infringes your rights or the rights of a third party on whose behalf you are entitled to act;
- c. a statement explaining which rights are (allegedly) infringed upon, that your information is accurate and that you are fully authorized to act on behalf of the owner of the right that is (allegedly) infringed upon;
- d. your full name, address and telephone number (including the international call prefix), a valid e-mail address, and your Talent Pool user name if you have one.

28. Such reports may be send by e-mail to talentpool@wodmusic.com or in writing to:

WOD Music
Attn. Talent Pool
10305 Couture Blvd.
Quebec City, QC, G2B 3T2

Disclaimer

29. The Talent Pool is provided 'as is', 'as available', and 'with all faults'. WOD Music makes no guarantees, warranties, representations or promises of any kind whatsoever (express or implied) regarding the Talent Pool. WOD Music does not guarantee (i) the uninterrupted, secure, error-free or timely use of the Talent Pool, (ii) that defects will be corrected, or (iii) that the Talent Pool or any part thereof will be free of viruses or other harmful components, (iv) that the Talent Pool shall not harm your hardware and/or software and (v) that the Talent Pool is fit for a certain or particular purpose.

Limitation of Liability

30. WOD Music (including its employees, agents, directors, subsidiaries, successors, assigns, affiliates and shareholders) shall have no liability for any loss of profits, any other loss, or damage arising from:

- a. Any temporary or permanent suspension of the Talent Pool, temporary or permanent cessation of access to the Talent Pool and any changes that WOD Music may make to the Talent Pool or any part thereof;
- b. Any errors or omissions in the Talent Pool's technical operation;
- c. Your inability to access, visit or use the Talent Pool or your inability to submit any Tracks;
- d. Any action by third parties taken against you with respect to any (alleged) infringement of such third party's rights relating to Your Tracks or your use of the Talent Pool;
- e. Any loss or damage to any hardware or software, any loss of information and/or data (including Your Tracks);
- f. any loss of profits, or any other loss or damage you suffer which is not a foreseeable consequence of WOD Music breaching these terms of use. Losses are foreseeable where they could be contemplated by you and WOD Music at the time you agree to these Terms of Use, and therefore do not include any indirect losses, such as loss of opportunity.

31. Any claim or cause of action against WOD Music related to your use of the Talent Pool and/or arising out of your use of the Talent Pool must be notified to WOD Music as soon as possible and by registered mail, only to the aforementioned address.

32. Nothing in these Terms of Use limits or excludes the liability of WOD Music (including its employees, agents, directors, subsidiaries, successors, assigns, affiliates and shareholders) for any death or personal injury caused by its negligence or deliberate acts and/or omissions, for any form of fraud or for any form of liability which cannot be limited or excluded by law.

33. Note that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages; therefore the above limitations or exclusions may not apply to you. If this is the case, you acknowledge and agree that such limitations and exclusions reflect a fair, reasonable allocation of risk between you and WOD Music, also given the fact that the use of the Talent Pool is free of charge, and that WOD Music's liability will be limited to the maximum extent permitted by applicable law.

Miscellaneous

34. WOD Music may assign its rights and its obligations under these Terms of Use, in whole or in part, to any third party at any time without prior notice. You may not assign the rights and obligations under, in whole or in part, to any third party without the prior written consent of WOD Music.

35. Should one or more provisions of these Terms of Use be found to be unlawful, void or unenforceable, such provision(s) shall be deemed severable and will not affect the validity and/or enforceability of the remaining provisions of the Terms of Use, which will remain in full force and effect.

36. These Terms of Use constitute the entire agreement between you and WOD Music with respect to your use of the Talent Pool, and supersede any prior agreement between you and WOD Music, notwithstanding the Exclusive Exploitation Agreement. Any modifications to this Agreement must be made in writing, notwithstanding the right of WOD Music to unilaterally changes the Terms of Use.

37. Except when otherwise required by the mandatory law of Canada, The United States of America or any member state of the European Union this Agreement is subject to the laws of Canada and you hereby agree, and WOD Music agrees, to submit to the exclusive jurisdiction of the courts in Quebec City, Canada for resolution of any dispute, action or proceeding arising out of or in connection with these Terms of Use and/or the use of the Talent Pool.