

## WORLD CLASS MASTERING, LLC TERMS OF SERVICE

These Terms of Service, including any additional terms and conditions that are referenced herein or presented elsewhere on the Site (defined below) generally or in relation to a specific service or feature (collectively, the “Terms” and/or “Agreement”) and the Privacy Policy set forth the terms and conditions that apply to your use of the Site. WORLD CLASS MASTERING, LLC, a Florida limited liability company with its principal office located at 13846 Atlantic Blvd. #409, Jacksonville, FL 32225, is the owner of the website “www.worldclassmastering.com” and all rights therein and associated therewith, including, but not limited to, the copyrights and trademarks (hereinafter, individually and collectively, the “Site”).

Your access to the Site is subject to these Terms, and by using this Site, you agree to follow and be bound by the Terms, and further agree to comply with all applicable laws and regulations, including United States and Florida laws. In these Terms, the words “you” and “your” refer to each customer, Site visitor or user. “We”, “us” and “our” refers to World Class Mastering, LLC. “Services” refers to all services provided by us on the Site.

YOU AGREE THAT BY USING THE SITE AND THE SERVICES YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY CAPABLE OF ENTERING INTO A CONTRACT. Minors are not eligible to use the Site and we ask that they do not submit any personal information to us. You acknowledge that we reserve the right to refuse service to anyone and to cancel user access at any time.

**Changes to Terms:** It is your responsibility to review the Terms periodically. If you do not agree to the Terms, do not use this Site. We may modify these Terms at any time without notice to you, and such modifications, additions or deletions shall be effective immediately upon posting.

**Changes to Site:** We may change or discontinue any aspect, service or feature of the Site, including, but not limited to, the content, availability, and equipment needed to access or use the Site, at any time and without notice. If you have any questions about these Terms, please contact us.

**Date of Last Revision:** May 18, 2017

**Monitoring:** We shall have the right, but not the obligation, to monitor your or other users’ use of the Site to determine compliance with the Terms and to satisfy any law, regulation, or authorized government request. We may share personally identifiable information in response to a law enforcement agency’s request, or where we deem, in our sole discretion, that is necessary or otherwise required by law.

**Ownership:** This Site is owned and operated by World Class Mastering, LLC. All right, title and interest in and to the materials provided on this Site, including, but not limited to, information, documents, logos, graphics, sounds, images, audio-visual works, and the intellectual property rights therein, including, without limitation, copyright and trademark (the “Materials”) are

owned by us. "World Class Mastering" and "World Class Mastering Logo" are trademarks and are the exclusive property of World Class Mastering, LLC. Except as otherwise expressly provided herein, none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted, or distributed in any way, and nothing on this Site shall be construed to confer any license under any of our intellectual property rights, whether by estoppel, implication or otherwise. Any rights not expressly granted herein are reserved by us.

**DISCLAIMER OF WARRANTY:** YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE, AND ALL MATERIALS PROVIDED ON OR THROUGH YOUR USE OF THE SITE OR APPLICATIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WE MAKE NO WARRANTY THAT: (A) THE SITE, SERVICES OR MATERIALS WILL MEET YOUR REQUIREMENTS; (B) THE SITE, SERVICES OR MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, OR ANY SERVICES OR MATERIALS OFFERED THROUGH THE SITE, WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OR SERVICES PURCHASED OR OBTAINED BY YOU THROUGH THE SITE, OR IN RELIANCE ON THE MATERIALS OR SERVICES WILL MEET YOUR EXPECTATIONS.

OBTAINING ANY MATERIALS OR SERVICES THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. WE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, OR INFORMATION.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, IN NO EVENT SHALL WE AND/OR OUR OFFICERS, DIRECTORS, EMPLOYEES, AND/OR AGENTS BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES, INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COST OF SUBSTITUTE GOODS OR SERVICES, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR ANY ALLEGED COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF PROPERTY, AND/OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF OR POSTING OF ANY RECORD, CONTENT, OR TECHNOLOGY, PERTAINING TO OR ON THE SITE. YOU AGREE THAT THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

**Indemnification:** You agree to defend, indemnify and hold us harmless from and against any and all claims and expenses, including, but not limited to, attorneys' fees and court costs, that arise out of or are related to your use of the Site.

**Interpretation:** These Terms were written in English (U.S.). To the extent any translated version of this Agreement conflicts with the English version, the English version controls.

**Statement of Rights and Responsibilities:** These Terms govern our relationship with you and others who interact with the Site as well as other products and services (our "Services"), if any. By using or accessing the Site or our Services, you agree to these Terms, as updated from time to time.

**Privacy:** Your privacy is very important to us. We designed our **Privacy Policy** to make important disclosures about how you can use the Site and how we collect and can use the content and information you share with us. We encourage you to read the Privacy Policy, and to use it to help you make informed decisions.

**Advertising:** We may run advertisements and promotions from third parties on the Site. Your business dealings or correspondence with, or participation in promotions of, advertisers other than us, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. We are not responsible or liable for any loss or damage of any sort incurred by you as the result of any such dealings or as the result of the presence of third-party advertisers on the Site.

**Mobile and Other Devices:** We currently provide our Site for free, but please be aware that your carrier's normal rates and fees, such as data charges, will still apply.

## **Termination**

If you violate the letter or spirit of these Terms, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of the Site to you.

## **Disputes**

You will resolve any claim, cause of action or dispute you have with us arising out of or relating to these Terms or the Site exclusively in the U.S. District Court for the Middle District of Florida or a state court located in Orange County, Florida, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of Florida will govern these Terms, as well as any other claim that might arise between you and us, without regard to conflict of law provisions.

## **Miscellaneous**

The Terms and Privacy Policy constitute the entire agreement between you and us, and supersede all previous written or verbal agreements between you and us with respect to the subject matter herein. If any portion of these Terms is found to be unenforceable, the remaining portions will remain in full force and effect. If we fail to enforce any of these Terms,

it will not be considered a waiver. These Terms shall be deemed a joint work product of you and us, and may not be construed against either party by reason of its/his/her preparation or word processing. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. The section headings contained herein are for convenience only, and shall not impact the meaning or effect on the content of the Terms.

If you access the Site from outside the United States, you accept full responsibility for compliance with local laws.

Any amendment to or waiver of these Terms must be made in writing and signed by us. You will not transfer any of your rights or obligations under these Terms to anyone else without our written consent. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

Nothing in these Terms shall prevent us from complying with the law.

These Terms do not confer any third party beneficiary rights. We reserve all rights not expressly granted to you. You will comply with all applicable laws when using or accessing the Site.

### **Mastering Services**

In the event you purchase mastering services (“Mastering”) from us, either via this Site or otherwise, please carefully read and make note of the following terms which govern our relationship, your acceptance of which is deemed granted upon purchase of Mastering:

**a. Non-Refundable Fee**

The amounts paid by you (“Fee”) for Mastering is non-refundable. The amount of the Fee will be communicated to you electronically as a quote, which we shall honor for no more than thirty (30) days.

**b. Services**

The services performed hereunder are limited to Mastering the particular track(s) that are uploaded and for which Mastering is purchased. Additional versions that you may request, such as instrumental, radio edit, etc., are separate services and must be purchased separately. You acknowledge that the Media may sound differently on different playback systems, streaming services, platforms, and other methods of broadcasting and performing phonorecords. Additional revisions to the Media that you request is at our sole discretion and may result in additional fees.

**c. Transfer of Rights**

You shall receive the finalized Media and any and all right, title and interest, including, but not limited to, copyright ownership, to the finalized Media immediately upon payment in full. Notwithstanding anything to the contrary contained herein, we shall

retain any and all right, title, and interest, including, but not limited to, copyright and other intellectual property rights, and you shall not receive or otherwise have any right to the finalized Media, whether embodied in a digital format or otherwise, until the Fee has been received by Company.

**d. Warranty and Indemnity**

You warrant and represent that all materials furnished by you (“Media”) are or will be original to you or in the public domain throughout the world or used with the consent of the original owner thereof, and shall not infringe upon or violate any copyright, trademark, the right of privacy, or any other right of any kind or nature of any person or entity. You hereby indemnify us and undertake to defend us against and hold us harmless (including, without limitation, settlement amounts agreed to by us in our sole discretion, attorneys’ fees and costs) from any claims and/or damage arising out of a breach of your warranties, covenants, representations, or agreements as provided herein.

**e. Incidental Similarities and Non-Exclusive License**

We shall not use the Media to create any other works for third parties without written consent first being obtained from you. However, you understand that some similarities may arise between the finalized Media and other works created by us due to our style and methods of creation. Such similarities are to be expected and you hereby acknowledge that no cause of action against us, our members, employees, independent contractors, clients, assigns, affiliates, or successors in interest for such similarities shall accrue, and hereby waives any claim, throughout the world and in perpetuity, arising out of or related to such similarities, if any. In addition, you hereby grant us the perpetual right, but not the obligation, throughout the universe, to use the finalized Media, or portions thereof, and your name, professional name, trademark(s), likeness, and image for non-commercial, promotional purposes, such as, by way of example and not as a limitation, on a demo reel or on our website.

**f. Credit**

You shall ensure that we are credited as the mastering engineer in all places, whether physical or digital, where such credit is commonly given in the music industry. Credit shall be given in substantially the following manner:

“Mastering by World Class Mastering, LLC”

Notwithstanding anything to the contrary contained herein, you shall not delete, obscure, or otherwise remove from the finalized Media any content that identifies us as the mastering engineer without first obtaining written approval from us.

**g. Retention and Access**

You acknowledge that the Media will be made available to you for a limited period of time, which in no case shall be less than ten (10) days. After that ten (10) day availability period, we shall not be required to retain the Media, original files, or session files, and the Media and any such files may no longer be available for you in any format whatsoever. The download links will expire and, as such, you are strongly advised to download the Media immediately upon receiving notice of its completion. In the event

that you request access to the Media and/or other files which we may have after the availability period, we may, in our sole discretion and only if available, make the Media and/or other files accessible to you for an additional fee. WE SHALL NOT BE RESPONSIBLE FOR DATA LOSS OR CORRUPTION OF ANY FILES, WHICH INCLUDES BUT IS NOT LIMITED TO SESSION FILES, ORIGINAL FILES, AND FINALIZED MEDIA.

**h. Non-Disclosure**

While we use our best efforts to maintain the confidentiality of our clients' work and try to prevent any leaks of materials, we cannot guarantee the same. You hereby acknowledge this limitation and waive any and all potential claims arising out of or relating to the unintentional dissemination of files, other materials, and/or information.

## WORLD CLASS MASTERING, LLC PRIVACY POLICY

### **Kinds of information we collect**

Depending on which Site and/or Services you use, we collect different kinds of information from or about you.

### **Things you do and information you provide**

We collect the content and other information you provide when you use our Services. This can include your current location as determined by GPS, and information in or about the content you provide, if any. We also collect information about how you use our Site and Services, such as the types of content you view or engage with or the frequency and duration of your activities.

### **Things others do and information they provide**

We also collect content and information that other people provide when they use our Services, including information about you, including, by way of illustration and not as a limitation, messages they send regarding your use of the Site and/or Services.

### **Device information**

We may collect information from or about the computers, phones, or other devices where you use our Site or access our Services. We may associate the information we collect from your different devices, which helps us provide consistent Services across your devices. Here are some examples of the device information we collect:

- Attributes such as the operating system, hardware version, device settings, file and software names and types, battery and signal strength, and device identifiers.
- Device locations, including specific geographic locations, such as through GPS, Bluetooth, or WiFi signals.
- Connection information such as the name of your mobile operator or ISP, browser type, language and time zone, mobile phone number and IP address.
- Information from websites and apps that use our Services.

We may collect information when you visit or use third-party websites and apps that use our Site and/or Services, including information about the websites and apps you visit, your use of our Sites and/or Services on those websites and apps, as well as information the developer or publisher of the app or website provides to you or us.

### **How we use this information**

We are passionate about creating engaging and customized experiences for people. We use all of the information we have to help us provide and support the Site and our Services.

### **Provide, improve and develop Services**

We are able to deliver the Site and our Services, personalize content, and make suggestions for you by using this information to understand how you use and interact with the Site and our Services. When we have location information, we may use it to tailor our Services for you and others.

**Communicate with you**

We may use your information to communicate with you about our Site and/or Services and let you know about our policies and terms. We also use your information to respond to you when you contact us.

**Promote safety and security**

We use the information we have to help verify accounts and activity, and to promote safety and security on and off of our Site and Services, such as by investigating suspicious activity or violations of our terms or policies. We use cookies and similar technologies to provide and support our Site and Services, and each of the uses outlined and described in this section of our policy.

**Apps, websites and third-party integrations on or using our Services**

When you use third-party apps, websites or other services that use, or are integrated with, our Site and/or Services, they may receive information about your activities on our Site. Information collected by these apps, websites, or integrated services is subject to their own terms and policies.

**New owner**

If the ownership or control of all or part of our Site and/or Services or their assets changes, we may transfer your information to the new owner.

**Vendors, service providers and other partners**

We transfer information to vendors, service providers, and other partners who globally support our business, such as providing technical infrastructure services, analyzing how our Site and Services are used, measuring the effectiveness of ads and services, providing customer service, facilitating payments, or conducting academic research and surveys. These partners must adhere to strict confidentiality obligations in a way that is consistent with this Privacy Policy and the agreements we enter into with them.

**Response to legal requests or to prevent harm**

We may access, preserve, and share your information in response to a legal request, including, but not limited to, a search warrant, court order, or subpoena, if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards. We may also access, preserve, and share information when we have a good faith belief it is necessary to: detect, prevent, and address fraud and other illegal activity; protect ourselves, you, and others, including as part of investigations; or prevent death or imminent bodily harm. We may provide information to third-party partners about the reliability of your account to prevent fraud and abuse on and off of our Site and/or Services. Information we receive about you may be accessed, processed, and retained for an extended period of time when it is the subject of a legal request or obligation, governmental



investigation, or investigations concerning possible violations of our terms or policies, or otherwise to prevent harm. We also may retain information from accounts disabled for violations of our terms for at least one (1) year to prevent repeat abuse or other violations of our terms.

**How to contact World Class Mastering, LLC with questions**

If you have questions about this policy, you can reach us at:

World Class Mastering, LLC  
13846 Atlantic Blvd. #409  
Jacksonville, FL 32225