

# Digital Music Distribution and Royalty Investment

2020 - 2021

## Overview

[AudioSwim](#) allows artists to upload, sell and stream their music globally, turning fans into investors. We focus on creating innovative ways for musicians to expand their catalog and careers through fan engagement and investments.

## Music Distribution and Audio Management

- Get your music streaming in 30+ stores including iTunes, Spotify, Anghami, TikTok, Google Play, Amazon, Tidal, & Deezer!
- We ensure a high degree of confidentiality and security allowing you to gain control and get paid from music streaming and sales.
- We offer daily and weekly analytical reports that help you learn about your fans. Find out who's paying attention to you.
- News, Blogs, Interviews, Podcasts and more about digital music distribution from artists and music industry insiders to help you get ahead.

## Royalty Reporting and Royalty Investment

- Each artist or band will be able to set the value of their royalty rights being offered at their own discretion, within a limit determined by AudioSwim. The limit is based on prior earnings of previous songs and future potential.
- AudioSwim will provide customized deals that will allow intellectual property holders to sell proportions of their royalty streams in return for lump sum payment.

- Royalties will be sold as investments to your fans who will be able to sell or trade artists royalties in the future.
- The purchase of royalties will ensure that your fans give you the proper support and push needed.
- Remixes, cover versions, and anything with unlicensed samples can not be permitted. All releases undergo a strict quality control assessment prior to release.
- Artists will not be able to sell more than 47% of their royalties.

## Terms & Conditions (for Distribution)

1. This Agreement governs the relationship between AudioSwim digital distribution, trading as AudioSwim ('us/we/our') and \_\_\_\_\_ ('you/your/the Artist') in respect of any musical works or sound recordings ('Works') that you submit to us for inclusion in any of the services ('Service') as defined on [www.AudioSwim.com](http://www.AudioSwim.com), in writing or verbally agreed.

### 2. Grant of Rights.

2.1 In consideration of the sums payable to you and the services provided by us pursuant to this Agreement, you grant to us and our licensees for the term of this Agreement:

A) a non-exclusive world-wide licence to use, reproduce, distribute, display, publicly perform, exhibit, broadcast and transmit and make available by all means and media (whether now known or existing in the future) the Works for distribution in the Service and for all promotional purposes including without limitation for the purposes of internet radio broadcast; and use, reproduce and display in the Service any trade marks, service marks or trade names relating to you and the name and likeness of you and the band/artist whose performances are embodied in the Works; and where you subscribe to our PPL Airplay Royalty Registration Service you additionally grant to us in respect of the Works for the term of this Agreement:

B) a royalty free, world-wide exclusive licence of the following rights as these rights are defined in the 1988 Copyright, Designs and Patents Act:

- The Performing Right
- The Dubbing Right

- The New Media Communication Right
- The New Media Dubbing Right
- The Foreign Rights Management Right
- The International New Media Communication Right
- The International New Media Dubbing Right

3. You grant to us (on behalf of yourself) all necessary consents under the Copyright, Designs and Patents Act 1988 ('Act') and any modification or re-enactment thereof to enable us to make the fullest possible use of the Works in accordance with the provisions of this Agreement including without limitation any and all consents required under Part II of the Act. The Artist will hold copyright at all times.

4. Standard Service prices shall be listed at [www.AudioSwim.com](http://www.AudioSwim.com), agree verbally or in writing. Services carried out shall be as listed on [www.AudioSwim.com](http://www.AudioSwim.com) at time of purchase. We reserve the right to renegotiate payment amounts in the event that additional non-standard services are requested. In such case all prices shall be agreed by both parties in writing and paid in full before commencement. We are not obliged to provide any services above and beyond what has been paid for. Upon third party failure to fulfil service we shall assist with 'best endeavours' but are not responsible or liable for such failure.

5. Payment shall only be made to You if accumulated outstanding earnings exceed 50 USD. This threshold shall be carried over until such a time as it is attained. Only monies earned within the preceding months shall be paid and only if received from retailer/licensee. As regards royalty payment to You, any transaction charges shall be passed on. You agree that Your user account and revenue may be frozen at Our discretion if We believe that materials submitted to Us by You are illegal, fraudulent or violate the terms of service of AudioSwim or any of Our partners. If such submitted material is found to be as the previous sentence then service fees paid to Us and also subsequent royalties shall be forfeited. You agree that royalty payments will only be made once We have received appropriate and verified licensing documents to cover the volume of sales in appropriate territories.

6. You warrant, agree and undertake both on behalf of yourself that the Works are original to you and have not been copied from any third party; the Works do not infringe any copyright, trademark or other proprietary or intellectual property rights of any third party or include any material which are defamatory of any party or obscene; you are not under any disability, restriction or prohibition, whether contractual or otherwise with respect to your right, power and authority to enter into and perform this Agreement and grant the rights herein expressed to be granted to us and in particular, the Works do not contain any viruses or other programming routines that detrimentally interfere with computer systems or data. You warrant that you have obtained appropriate licensing for cover versions for release within territories needing such.

7. You agree to indemnify and reimburse Us in full via Your royalty balance and/or separate payment against any claims, liabilities, damages, losses or expenses (including legal fees) suffered or incurred by us as a result of your breach of any of the warranties or undertakings in this Agreement, or any claims by any third party including but not limited to claims for payment of outstanding debts for services provided or goods supplied by such third parties.

8a. This Agreement may be terminated by you upon 1 days written notification (including notification by email) of such termination providing there are no outstanding payments due to us and that such may be taken from your royalty balance. It is your obligation to cancel the storage and maintenance subscription at this point. Any further subscription payments shall be forfeited. Upon contract termination We shall instruct our partners within 30 days to remove recordings from all platforms. We are not responsible for third-party exploitation after removal instruction. You are responsible for any third-party take-down fees.

8b. This Agreement may be terminated by us upon 1 days written notification (including notification by email) of such termination providing there are no outstanding Services due to you. Upon cancellation in this regard, We shall instruct our partners within 30 days to remove recordings from all platforms. For any service requiring a subscription we may cancel (at our discretion) the Service without reimbursement if such subscription becomes no longer active. We are not responsible for third-party exploitation after removal instruction. You are responsible for any third-party take-down fees.

8c. Refund shall only be given if We are proven to be in direct violation of this Agreement.

8d. We have the right to terminate this Agreement immediately if We believe You are engaging in fraudulent or illegal activity, or following any behaviour deemed by Us as threatening, disrespectful, unprofessional or otherwise carried out by You or any associated parties. Any breach of our terms and conditions by You would result in a non refund of payment.

9. The Artist will submit all content in a Work within a reasonable and pre-agreed time for release and distribution in an agreed format. Upon late submission We shall try best endeavours to perform the agreed Services. We are not obliged to commence Services before receipt of ALL necessary content. AudioSwim is not responsible for third-party failure to make content commercially available, remove content from sale, adhere to instructions submitted or fulfil any action requested in any way by You or Us.

10. The Artist and representatives shall at all times refer to available help material before contacting us. This includes all known resources provided by us, including but not limited to help documents, online data, written and oral advice. Subject to our discretion, violation of this will lead to Agreement cancellation after one written warning from us.

11. Each party to this agreement shall keep confidential all information disclosed within the agreement and up to two years after termination.

12. You shall provide accurate contact details for you and/or your representative(s). If supplied payment details are inaccurate any monies paid towards You using these incorrect details shall be forfeited.

13. In the event that we are required to perform Catco/PPL registration on your behalf you grant us permission to act as rights holder for all submitted tracks. This copyright is for purely administrative purposes and is a legal requirement of the PPL. This does not affect any other copyrights mentioned in this Agreement.

14. A 'fair usage policy' applies to all packages, which can be enforced at Our discretion. This package is intended for individual artists rather than labels, applies only to releases uploaded by You via [www.AudioSwim.com](http://www.AudioSwim.com), and is digital distribution with no services or bolt-ons added.

15. Neither party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to 'acts of God', war, civil commotion or industrial dispute. If such act shall make performance of this Agreement impossible for more than three months shall be treated as frustrated and terminated at that date.

16. This Agreement constitutes the entire agreement between us in respect of the subject matter of it and no terms, obligations, representations, promises or conditions, oral or written, express or implied have been made or relied upon, other than those contained in it. The provisions contained in each clause and sub-clause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

17. This Agreement shall be construed and performed in all respects in accordance with and shall be governed by the laws of Dubai and the UAE and the parties irrevocably submit to the exclusive jurisdiction of the Dubai courts. In the event of a dispute between the Parties arising out of this deed, they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

18. Unless terminated under clause 8a, 8b, 8c, 8d or 14 the term of this Agreement shall be one year from the Effective Date written below and will automatically renew for successive one year periods unless either Party provides written notice to the other Party to terminate this Agreement at least 30 days before the next anniversary of this Agreement.

19. The Parties agree that no third party will acquire any third party rights under this contract, and the provisions of the Contracts (Rights of Third Parties Rights) Act 1999 are expressly excluded.

20. Fair Use defines the Customer using the product or services consistent with normal patterns of usage for the type of Customer and not to exceed, on a repetitive basis, the normal usage patterns associated with the type of Customer.

## How AudioSwim's Royalty Management and Investment Works

AudioSwim is a digital music distribution platform for artists and songwriters to upload music to all major Digital Service Providers and offer a percentage of their publishing, songwriter, master, or other royalties, respectively ("IP Royalty Rights"), to fans, friends, rights-buyers and brands for royalty-based financing in a monetization process using an equity crowdfunding method with revenue share.

The actual contract for any IP Royalty Rights transaction on the AudioSwim platform is directly between Users of the platform. Such contract shall include all of the terms and conditions of the transaction, including, without limitation, the duration of the contract and the scope of the IP Royalty Rights granted.

While we may provide pricing, listing and other guidance in relation to the song or our Service, such guidance is solely informational and you have no obligation to use it. Also, while we may help facilitate the resolution of disputes through various programs, AudioSwim is a peer-to-peer marketplace, and has no control over and does not guarantee the existence, quality, or legality of the IP Royalty Rights offered; the truth or accuracy of Users' content or listings; the ability of Users to offer or list the IP Royalty Rights; the ability of Users to pay; or that any User will actually complete a transaction.

All Users acquiring IP Royalty Rights on the AudioSwim Portal understand, acknowledge and agree that they are solely acquiring the right to receive a percentage of artist and/or songwriter royalties, if earned, for the period of time specified in their contract, and in no event are they acquiring any ownership or copyright interest in any song or recording or other intellectual property (collectively, "IP"). Accordingly, no ownership or copyright interest in any IP is being offered, sold, transferred, assigned, leased or licensed hereunder, and nothing contained herein shall entitle any User the right to license, obstruct the licensing of, or otherwise use or contract the IP in any manner whatsoever. Users on the AudioSwim platform understand and agree that the IP Royalty Rights they acquire royalty percentage of a song hereunder will be administered exclusively by AudioSwim on their behalf for the period of time specified in their contract.

## Using AudioSwim

You may not use the Service to:

- post any materials that you do not have permission, right or license to use;
- post objectionable, offensive, unlawful, deceptive or harmful content;
- post personal, private or confidential information belonging to others;
- request personal information from a minor;
- impersonate or misrepresent your affiliation with another person or entity;
- post or transmit spam, including, but not limited to, unsolicited or unauthorized advertising, promotional materials, or informational announcements;
- plan or engage in any illegal, fraudulent, or manipulative activity
- breach or circumvent any laws, third-party rights or our systems, policies, or determinations of your account status;
- fail to pay for IP Royalty Rights acquired by you, unless you have a valid legal reason; for example, the User has materially changed the IP Royalty Right's description after you start a transaction, or a clear typographical error has been made, or the User has canceled their offering;
- fail to deliver the IP Royalty Rights offered by you, unless you have a valid legal reason; for example, or the rights buyer fails to comply with the posted terms in your listing;
- manipulate the price of any IP Royalty Rights or interfere with any other User's listings;
- post false, inaccurate, misleading, deceptive, defamatory, or libelous content;
- take any action that may undermine our feedback to Users;
- transfer your AudioSwim account (including feedback) or user ID to another party without our consent;
- distribute viruses or any other technologies that may harm AudioSwim or the interests or property of Users;
- use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Service for any purpose, except with the prior express permission of AudioSwim;
- interfere with the working of our Service;
- export or re-export any AudioSwim application or tool, except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;



- infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, “Intellectual Property Rights”) that belong to or are licensed to AudioSwim or a third party. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to AudioSwim or someone else;
- infringe any Intellectual Property Rights that belong to third parties affected by your use of the Service or post IP or other content that does not belong to you;
- harvest or otherwise collect information about Users without their consent; or
- circumvent any technical measures we use to provide the Service.

If we have reason to believe you are misusing the Service in any way or failing to abide by these Terms of Use, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your User account(s) and access to our Service, delay or remove hosted content, remove, not display, and/or demote listings, and take technical and/or legal steps to prevent you from using our Service.

We may modify or discontinue the Service or cancel unconfirmed accounts or accounts that have been inactive for a long period of time. Additionally, we reserve the right to refuse, or terminate all or part of, our Service to anyone for any reason at our discretion.

## Listing Conditions

When listing IP Royalty Rights, you agree that:

You are responsible for the accuracy and content of the listing and any IP Royalty Rights offered.

Your listing may not be immediately accessible for purchasing, and will be subject to AudioSwim’s scheduling, programming and constraints (as determined solely by AudioSwim). AudioSwim cannot guarantee exact listing durations.

When you use the listing tool to create listings, your listings may renew automatically after the initial period, based on the listing terms at that time, until the IP Royalty Rights sell.

Content that violates any of AudioSwim's policies may be modified, obfuscated or deleted at AudioSwim's discretion.

We may revise data in the AudioSwim IP Royalty Rights catalog to supplement, remove, or correct information; if your listing uses catalog data that has been revised, those revisions may modify your listing accordingly.

We strive to create a marketplace where buyers find what they are looking for. Therefore, the appearance or placement of listings in search and browse results will depend on a variety of factors, including, but not limited to:

- buyer's location, search query, browsing site, and history;
- listing's location, listing format, price, terms of service, end time, history, and relevance to the user query;
- seller's history, including listing practices, detailed seller ratings, AudioSwim policy compliance, Feedback, and defect rate; and number of listings matching the buyer's query.

To drive a positive user experience, a listing may not appear in some search and browse results regardless of the sort order chosen by the buyer.

We may provide you with optional recommendations to consider when creating your listings. Such recommendations may be based on the aggregated sales and performance history of similar sold and current listings; results will vary for individual listings. To drive the recommendations experience, you agree that we may display the sales and performance history of your individual listings to other sellers.

## Purchase Conditions

When buying IP Royalty Rights, you agree that:

- You are responsible for reading the full listing before making a commitment to buy.
- You enter into a legally binding contract to purchase IP Royalty Rights when you commit to buy and your offer is accepted.
- You will pay for all IP Royalty Rights purchased upon your commitment to purchase.

- We do not transfer legal ownership of IP Royalty Rights from the seller to the buyer.
- You will maintain accurate contact information.
- Your contract is with the seller, not with AudioSwim.
- All sales are final after 24 hours from purchase.

## Fees

We charge a \$5 distribution fee and we acquire 5% of royalties to upload all music. The fees we charge for using our Royalty Investment service Service are generally an amount equal to five percent (5%) of amounts transacted by or with the royalty rights buyer on both royalty rights purchases and on royalties paid through to royalty rights buyers by AudioSwim, through or in connection with the Service (the "AudioSwim Transaction Fee"), unless otherwise agreed in writing by AudioSwim or as otherwise posted. Third party fees, such as, but not limited to, credit card transaction or processing fees, are in addition to the AudioSwim Transaction Fee. There are no fees to the royalty rights seller. We may change our fees and/or policies from time to time, with no advance notice required for temporary promotions or any changes that result in the reduction of fees.

You must have a payment method on file when purchasing IP Royalty Rights on AudioSwim and pay all fees and applicable taxes associated with our Service by the payment due date. If your payment method fails or your account is past due, we may collect fees owed by charging other payment methods on file with us, retain collection agencies and legal counsel, and, for accounts over 180 days past due, request that PayPal deduct the amount owed from your PayPal account balance. In addition, you will be subject to late fees equal to the lesser of 1% per month or the maximum amount allowed by law.

## Refunds

AudioSwim users may request a refund within 24 hours of their original purchase on any song that is still live and listed on the platform. Refunds are not available for any song after it has sold out or its listing has expired.

## Member Accounts

Please be thoughtful about how you use the Service and what you may share. The Service may include social and interactive features, including the ability to post content, share content, and make certain information about you public. Remember that shared or publicly available information may be used and re-shared by other Users on AudioSwim or across the web, so please use AudioSwim carefully and be mindful of your account settings. AudioSwim has no responsibility for your choices to post material.

Your password protects your User account, and you are solely responsible for keeping your password confidential and secure. You understand that you are responsible for all use of your username and password. If your username or password is lost or stolen, or if you believe there has been unauthorized access to your account by third parties, please notify us immediately and change your password as soon as possible.

## Rights You Grant To Us

In consideration for the rights granted to you under these Terms of Use, you grant us the right (1) to allow the Service to use the processor, bandwidth, and storage hardware on your device in order to facilitate the operation of the Service, (2) to provide advertising and other information to you, and (3) to allow our business partners to do the same.

You also grant us a non-exclusive, transferable, sub-licensable, royalty-free, perpetual (or, in jurisdictions where this is not permitted, for a term equal to the duration of these Terms of Use plus twenty (20) years), irrevocable, fully paid, worldwide license to use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute any of your content in connection with the Service through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created.

You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under these Terms of Use. You represent and warrant that such content is accurate. You represent and warrant that use of any such content (including derivative works) by us, our Users, or others in contract with us, and in compliance with these Terms of Use, does not and will not infringe any Intellectual Property

Rights of any third party. AudioSwim takes no responsibility and assumes no liability for any content provided by you or any third party.

If you provide feedback, ideas or suggestions to AudioSwim in connection with the Service or content ("Feedback"), you acknowledge that the Feedback is not confidential and you authorize AudioSwim to use that Feedback without restriction and without payment to you. Feedback is considered a type of content.

## Our Intellectual Property

We may offer catalogs including, for example, artist or album images, descriptions and specifications that are provided by third parties (including AudioSwim Users). You may use catalog content solely in your AudioSwim listings. The permission to use catalog content is subject to modification or revocation at any time at AudioSwim's sole discretion.

While we try to offer reliable data, we cannot guarantee that the catalogs or other content provided through the Service will always be available, accurate, complete, and up-to-date. As a buyer, you agree that AudioSwim is not responsible for examining or warranting the listings or content provided by third parties through the Service, and that you will not attempt to hold us liable for any inaccuracies. As a seller, it is your responsibility to review the content of your listings for accuracy and that you will not attempt to hold our catalog providers or us responsible for inaccuracies. The catalog may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary, or identification markings included within the catalogs and not to create any derivative works based on catalog content (other than by including them in your listings).

The name "AudioSwim," and other AudioSwim marks, logos, designs, and phrases that we use in connection with our Service are trademarks, service marks, or trade names of AudioSwim. AudioSwim reserves all rights in such names and in all of its Intellectual Property. No rights in such Intellectual Property are granted under these Terms of Use, except as expressly provided. They may not be used in any way without the express written prior permission of AudioSwim.

## Third Party Applications

The Service may be integrated with third party applications, websites, and services (“Third Party Applications”) to make available content, products, and/or services to you. These Third Party Applications may have their own terms and conditions of use and privacy policies and your use of these Third Party Applications will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that AudioSwim does not endorse and is not responsible or liable for the behavior, features, or content of any Third Party Application or for any transaction you may enter into with the provider of any such Third Party Applications.

## Notice for Claims of Intellectual Property Violations and Copyright Infringement

We respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act. AudioSwim works to ensure that listed IP Royalty Rights and content on our Site or in our apps do not infringe upon the copyright, trademark, or certain other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify our team at [support@AudioSwim.com](mailto:support@AudioSwim.com) and we will investigate.

## Authorization to Contact You

AudioSwim may contact you using social media, email, text messages, or other means to: (i) notify you regarding your account; (ii) troubleshoot problems with your account; (iii) resolve a dispute; (iv) collect a debt; (v) poll your opinions through surveys or questionnaires; or (vi) as otherwise necessary to service your account or enforce these Terms of Use, our policies, applicable law, or any other agreement we may have with you. AudioSwim may also contact you, and enable royalty rights sellers to contact you, using social media, email, text messages, or other means for marketing purposes (e.g., offers and promotions), consistent with any consents to such communications. If you do not wish to receive such communications, you may change your communications preference at any time, by contacting AudioSwim at [contact@AudioSwim.com](mailto:contact@AudioSwim.com).

## Privacy of Others; Marketing

If AudioSwim provides you with information about another User, you agree you will use the information only for the purposes that it is provided to you. You may not disclose, sell, rent, or distribute a User's information to a third party for purposes unrelated to the Service. Additionally, you may not use information for marketing purposes, via electronic or other means, unless you obtain the consent of the specific User to do so.

## Disclaimer of Warranties; Limitation of Liability

We try to keep our Service safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Service. Some functionality is subject to delays beyond AudioSwim's control.

You agree that you are making use of our Service at your own risk, and that it is being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In addition, to the extent permitted by applicable law, we (including our parent, subsidiaries, and affiliates, and our and their investors, officers, directors, agents, contractors and employees) are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, other intangible losses, or any special, indirect, or consequential damages) resulting directly or indirectly from:

- the content you provide (directly or indirectly) using the Service;
- your use of or your inability to use our Service;
- pricing, format, or other guidance provided by AudioSwim;
- delays or disruptions in our Service;
- viruses or other malicious software obtained by accessing or linking to our Service;
- glitches, bugs, errors, or inaccuracies of any kind in our Service;
- damage to your hardware device from the use of any AudioSwim Service;
- the content, actions, or inactions of third parties, including IP Royalty Rights listed using our Service;

- a suspension or other action taken with respect to your account or breach of these Terms of Use;
- the duration or manner in which your listings appear in search results;
- your need to modify practices, content, or behavior, or your loss of or inability to do business, as a result of changes to these Terms of Use or our policies OR
- any contract between buyer and seller.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the amount of fees in dispute not to exceed the total fees that you paid to us in the three (3) months prior to the action giving rise to the liability, or (b) \$100. You should seek independent legal advice before entering into any contract with a buyer or seller, as applicable.

## Release

If you have a dispute with one or more Users or another third party, you release us (and our affiliates and subsidiaries, and our and their respective investors, officers, directors, contractors, employees and agents) from claims, demands and damages (actual, direct and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims that you may know or suspect to exist in your favor at the time of agreeing to this release.

## Indemnity

You will indemnify and hold us (including our affiliates and subsidiaries, as well as our and their respective investors, officers, directors, employees, contractors and agents) harmless from any claim or demand, including reasonable legal fees and expenses, made by any third party due to or arising out of your breach of these Terms of Use, your improper use of AudioSwim's Service, your violation of any law, your actions or failure to act, or the rights of a third party.



## Legal Disputes

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND MAY HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND AUDIOSWIM HAVE AGAINST EACH OTHER ARE RESOLVED.

You and AudioSwim agree that any claim or dispute at law or equity that has arisen, or may arise, between you and AudioSwim (including any claim or dispute between you and a third-party agent of AudioSwim) that relates in any way to or arises out of this or previous versions of the AudioSwim Terms of Use, your use of or access to the Service, the actions of AudioSwim or its agents, or any IP Royalty Rights sold or purchased through the Service, will be resolved in accordance with the provisions set forth in this Legal Disputes Section.

### A. Applicable Law

You agree that the laws of Dubai in the UAE, without regard to principles of conflict of laws, will govern these Terms of Use and any claim or dispute that has arisen or may arise between you and AudioSwim, except as otherwise stated in these Terms of Use.

### B. Agreement to Arbitrate

You and AudioSwim each agree that any and all disputes or claims that have arisen, or may arise, between you and AudioSwim (including any disputes or claims between you and a third-party agent of AudioSwim) that relate in any way to or arise out of this or previous versions of these Terms of Use, your use of or access to AudioSwim's Service, the actions of AudioSwim or its agents, or any IP Royalty Rights sold, offered, or purchased through AudioSwim's Service shall be resolved exclusively through final and binding arbitration, rather than in court.

#### 1. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND AUDIOSWIM AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. UNLESS BOTH YOU AND AUDIOSWIM AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY

NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court, subject to your and AudioSwim's right to appeal the court's decision. All other claims will be arbitrated.

## General

Except as otherwise provided in these Terms of Use, if any provision of these Terms of Use is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In our sole discretion, we may assign these Terms of Use, and in such event, we will post notice on [www.AudioSwim.com](http://www.AudioSwim.com).

Headings are for reference purposes only and do not limit the scope or extent of such Section. 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. We do not guarantee we will take action against all breaches of these Terms of Use.

We may amend these Terms of Use at any time by posting the amended terms on [www.AudioSwim.com](http://www.AudioSwim.com). Our right to amend these Terms of Use includes the right to modify, add to, or remove terms in these Terms of Use. Your continued access or use of our Service constitutes your acceptance of the amended terms. We may also, but are not required to, ask you to acknowledge your acceptance of these Terms of Use through an electronic click-through.

The policies posted on our Site may be changed from time to time. Changes take effect when we post them on the AudioSwim site.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to these Terms of Use. Such

account is owned and controlled by the business entity. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms of Use.

These Terms of Use, the Privacy Policy, and all policies posted through our Service set forth the entire understanding and agreement between you and AudioSwim, and supersede all prior understandings and agreements of the parties.

[www.audioswim.com](http://www.audioswim.com)

## Partners

- Spotify
- iTunes
- Deezer
- Shazam
- Anghami
- TikTok
- Tidal
- Pandora
- iHeart Radio
- Amazon Music
- Mixcloud
- Boomplay
- Xiami
- Mixcloud
- BMAT
- MonkingME
- Rhapsody /  
Napster
- NetEase Cloud  
Music
- Yandex
- Resso
- Zvooq
- AWA
- KKbox
- Gracenote
- Spinlet
- JioSaavn
- YouTube Music
- Jaxsta