

# THESOUL PUBLISHING

## TheSoul Sound Terms of Use and Privacy Policy

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These Terms of Use Agreement (“Agreement”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and ADME (CY) LTD incorporated in Cyprus under registration number HE347617, with an address at 62 Agiou Athanasiou Avenue, BG WAYWIN PLAZA, office 101, 4102 Limassol, Cyprus and its affiliates and subsidiaries (collectively referred to as “we”, “us”, “our”), concerning your access to and use of TheSoul Sound website and related platform (“Platform”), which will allow users to upload or post their own music, lyrics, vocals and audio content or files (“Content”), and/or browse through such content library or files for their visual, audio, and/or audiovisual social media material and/or work(s), and shall be effective as from the date on which you have submitted the Content to us and agreed to the terms and conditions of this Agreement (the “Effective Date”).

**PLEASE READ THESE TERMS AND ANY SPECIFIC AND/OR SUPPLEMENTAL TERMS AND CONDITIONS CAREFULLY BEFORE USING THE PLATFORM. THESE TERMS GOVERN YOUR USE OF THE PLATFORM IN GENERAL. BY USING THE PLATFORM YOU AGREE TO BE BOUND BY THESE TERMS AND ANY SPECIFIC AND/OR SUPPLEMENTAL TERMS AND CONDITIONS. YOUR USE OF THE PLATFORM IS ALSO GOVERNED BY OUR PRIVACY NOTICE AVAILABLE HEREIN AND YOU CONSENT TO ALL ACTIONS WE TAKE WITH RESPECT TO YOUR INFORMATION CONSISTENT WITH OUR PRIVACY NOTICE.**

**IF YOU ARE IN THE UNITED STATES - ANY DISPUTE BETWEEN YOU AND US, EXCEPT DISPUTES RESOLVED IN SMALL CLAIMS COURT, IS SUBJECT TO A CLASS ACTION WAIVER AND MUST BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION. PLEASE READ THE ARBITRATION PROVISION AS IT AFFECTS YOUR RIGHTS UNDER THIS CONTRACT.**

### **1. These Terms of Use Are a Contract Between You and Us**

1.1. Eligibility. You represent to us that you have read, understood, and expressly agree to be bound by this Agreement, and the terms, conditions, and notices contained or referenced herein, whether simply browse, use, or access the Platform. By using the Platform and accepting the terms and conditions of this Agreement, you represent and warrant that: (a) you are 18 years of age or older; (b) all information you submit is truthful and accurate; (c) you will maintain the accuracy of such information; (d) your use of the Platform does not violate any applicable law or regulation. If you provide any information that is untrue, inaccurate, not current or incomplete or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate and refuse any and all current or future use of the Platform. If you do not agree to the Agreement, you may not use the Platform.

1.2. Amendments. We may need to make changes to any portion of this Agreement from time to time and for many reasons, including to reflect updates to the Platform’s operations or changes in law. You are responsible for periodically reviewing this Agreement for updates and amendments. By continuing to use the Platform you will be deemed to have agreed to and accepted any amendments. In case of amendments to any of the essential provisions of the present Agreement (such as, including but not limited to, contracting parties, compensation). You will be directly notified and given the opportunity to review and accept or reject the amendments. If you do not agree to any change to this Agreement, you must discontinue using the Platform and the Agreement will be terminated between You and Us.

1.3. Prohibited Activities. You may not access or use the Platform for any other purpose other than that for which we make it available. Prohibited activity includes, but is not limited to:

- 1.3.1. criminal or tortious activity, fraud, spamming, copyright infringement, patent infringement;
  - 1.3.2. interfering with, disrupting, or creating an undue burden on the Platform or the networks or services connected to the Platform;
  - 1.3.3. attempting to impersonate another person;
  - 1.3.4. using any information obtained from the Platform in order to harass, abuse, or harm another person;
  - 1.3.5. using the Platform in a manner inconsistent with any and all applicable laws and regulations.
- 1.4. Accounts. The Platform might require you to create a profile account to participate and/or to secure additional benefits. You agree that any information you provide and maintain is accurate, current and complete, including your contact information for notices and other communications from us and any payment information. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information, or another person's name or likeness, or provide false details for a parent or guardian. You agree that we may take steps to verify the accuracy of information you provide.
- 1.5. Passwords and Security. You agree that you will not share your profile account or account information with others. You are responsible for taking reasonable steps to maintain the confidentiality of your username and password, and you are responsible for all activities under your account that you can reasonably control. You agree to promptly notify us of any unauthorized use of your username, password or other account information, or of any other breach of security that you become aware of involving your account or the Platform.
- 1.6. Electronic Notice. You consent to receive notices, including agreements, disclosures, and other communications, electronically from us at the email address you have provided. You agree that these electronic notices satisfy any legal requirements that such communications be in writing. Any notices or communication required to be made from you to us shall be in writing via email to [permissions@thesoul-publishing.com](mailto:permissions@thesoul-publishing.com).
- 1.7. Termination or Suspension. We may terminate or suspend your access to the Platform, and/or terminate your account and/or this Agreement subject to the survival of terms as provided below, if required by law, or if we have objective reason to believe you have used the Platform in violation of any provision of this Agreement or any supplemental terms, and/or if you engage in or encourage infringement or any other illegal conduct as it relates to your use of the Platform.

## **2. Intellectual Property Rights**

- 2.1. The content on the Platform, including without limitation, the trademarks, service marks and logos contained therein, are owned by or licensed to us, subject to copyright and other intellectual property rights under the applicable laws and where relevant foreign laws and international conventions.
- 2.2. You may not use, transfer, display, perform or otherwise make any Platform content available except as expressly permitted under this Agreement.
- 2.3. Except for the rights expressly granted to you in this Agreement, no right to any Platform content is assigned to you, and all right, title and interest in the Platform content are reserved and retained by us. We do under no circumstances transfer any right, title or interest in any Platform content to you, and you do not acquire any ownership rights to the Platform content.

For the purposes of this Agreement, reference to media platforms or social media shall mean Facebook, Tiktok, Instagram, Youtube and all streaming platforms allowing monetization or not (including but not limited to Spotify, Deezer, AppleMusic, Amazon Music, SoundCloud, TIDAL).

(collectively referred to as “ Media Platforms” or “social media”)

- 2.4. You may not use the Platform content in connection with any material or otherwise in a manner or context that is defamatory, illegal or inciteful of an illegal act, immoral, racist, hateful, or discriminating against any person based on for example race, nationality, religion, ethnic identity, gender, gender identity or sexual orientation, constitutes encouragement of violence or use of weapons, pornographic, or in a manner or context that otherwise violates any rights of anyone associated with such Platform content. You shall comply with any applicable laws and regulations. Moreover, you may not use the Platform content in connection with sensitive subjects without our prior written consent. Sensitive subjects, include but are not limited to, political content, such as the promotion, advertisement, or endorsement of any party, candidate or elected official, and adult videos and promotion of adult entertainment venues, escort services or the like.
- 2.5. You are also expressly not allowed to upload or otherwise exploit the Content provided in the Platform as standalone files.
- 2.6. You agree not to circumvent, disable or otherwise interfere with security related features of the Platform or enforce limitations on use of the Platform or the products therein.
- 2.7. We shall not screen content for any potential intellectual property violations. However, we respect the rights of intellectual property owners, and we ask for our Platform users to do the same. Should any Platform user or other third party believe that a Content (or part of it) infringes on or otherwise violate any intellectual property rights, this should be immediately communicated to us at [claims@thesoul-publishing.com](mailto:claims@thesoul-publishing.com). Any such notices shall be processed and investigated on a case-by-case basis under the applicable intellectual property laws (including but not limited to DMCA) and you shall be notified accordingly.
- 2.8. We have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, users who are deemed to be repeat infringers. We may also, at our sole discretion, limit access to our Platform and/or terminate and accounts of any users who infringe any intellectual property rights of other, whether or not there is any repeat infringement.
- 2.9. Under no circumstances will we be liable for any content or materials of any third parties (including users), including but not limited to, for any errors or omissions in any Content, or for any loss of damage of any kind incurred as a result of the use of any such Content. Although we do not pre-screen any Content, we will have the right (but not the obligation) in our absolute and sole discretion to refuse or remove any Content that is available in the Platform. Without limiting the foregoing, we will have the right to remove any content that violates this Agreement or is deemed by us (at our sole discretion) to be otherwise objectionable.

### **3. Exclusive Licensing of Rights**

- 3.1. When you upload your Content on the Platform, you hereby provide an exclusive license to us, to use all intellectual property rights and other rights related to the Content, including but not limited to (where applicable) use the title thereof, any features, performances, characters, names, audio (including but not limited to music, sound recordings and sound effects), and any other rights or elements which make up, are depicted or appear in, or which are associated with the Content and the file(s) submitted to us (regardless of the format). You hereby confirm that as from the Effective Date, we shall be exclusively entitled to exploit the Content in any way or manner and for any purpose we see fit, including but not limited to any form of commercial, promotion or marketing capacity, on any and all media whether now known or hereafter invented, throughout the world and in perpetuity. Moreover, you grant us the full exclusive right to make the Content available to any third-party for subsequent distribution. You furthermore, grant us the full exclusive right to use, edit and modify the Content in any manner and without any limitations. You hereby grant us the right to publicly issue details relating to the Content and/or any other information relating to you and/or the Content (including but not limited to your name, photograph(s), likeness or other details about you).

3.2. You hereby understand and agree that all the terms and conditions set out in this Agreement shall remain in full force and effect regardless of whether the Content (or part of it) is used and/or commercially exploited and/or featured and/or published on the social media or elsewhere by us or a third party distributor.

#### **4. Ownership and rights you grant us**

4.1. You retain all of your ownership rights in your Content. In short, what belongs to you stays yours. However, we do require you to grant certain rights to us and other users of the Platform, as described in this Agreement.

#### **5. Compensation**

5.1. In full and complete consideration for providing the exclusive license to us to use your rights in the uploaded Content, pursuant to the terms and conditions set out herein, we will pay to you 50% (Fifty per cent) of the net revenue deriving solely from your uploaded Content by that being published and/or commercially used and/or exploited by us or any associated third-party distributor by any means (as a whole, or part of it, or as part of a compilation - at our sole and absolute discretion) (the "Compensation"). Amendments to the Compensation shall be processed in accordance with clause 1.2. You hereby acknowledge the foregoing Compensation to be of good and valid consideration for all rights hereunder. Subject to the terms and conditions governing the Compensation, you will not be entitled to any additional compensation, royalties, proceeds, or income received by us or any other affiliated or connected entities, or any other third-party making use of the Platform, whatsoever. For the avoidance of any doubt and should the uploaded Content involve joint authorship and/or joint rights with any third-party, it is expressly clarified that it will be your sole and absolute responsibility to distribute any monetary Compensation to any such third-party in accordance with the terms and conditions of your own agreement and/or arrangements with such person(s). We shall not recognize any other person as a contracting party to this Agreement, apart from you.

5.2. We shall process the payment of such monetary Compensation within 45 (Forty - Five) calendar days after the end of each calendar month, provided that the accrued amount is more than €100.00 (One Hundred Euros). We reserve the right to retain any monetary Compensation amount until the accrued amount exceeds €100.00 (One Hundred Euros). If the amount never exceeds €100.00 (One Hundred Euros), then we shall not facilitate any payment to you and any amount accrued will be accounted as maintenance costs and kept by us.

5.3. We will facilitate the payment via bank transfer and in EUR currency only. You agree to provide to us all the necessary and accurate information required to process the Compensation payment. If you fail to provide such information within 45 (Forty - Five) calendar days upon receiving the relevant request, we will default the payment of such Compensation. Each party shall be responsible for paying its own taxes.

#### **6. Downloadable Content (Music Library)**

6.1. The Platform and the associated music library Content are our property or its licensors (as applicable). We grant you a non-exclusive, revocable, and limited right to use the Content during the term of this Agreement, and for as long as you are in compliance with the same.

6.2. More specifically, we grant you the non-exclusive, revocable, and limited right to access the Content available on the Platform, to:

6.2.1. Make copies of such Content in order to synchronize it, in whole or in part, in your social media end material and/or work and/or production; and

6.2.2. For the term of the Agreement and in perpetuity, the right to upload and distribute any such end material and/or work and/or production containing such Content on your social media account and/or profile and/or elsewhere, provided that such production is completed, uploaded, and published during the term of this Agreement.

- 6.3. You are not allowed to make available or in any way exploit the Content (or part of it), on a standalone basis, as determined by us, including without limitation that the Content may not be presented (in whole or in part) as e.g., audio sample, audio libraries, sound effects etc.
- 6.4. Expressly for the purposes of synchronizing and downloaded Content effectively to a production and/or a work of yours, such Content may be modified only as follows:
  - 6.4.1. Restructuring and cutting;
  - 6.4.2. Looping a certain section;
  - 6.4.3. Using stems to construct an alternative arrangement;
  - 6.4.4. Applying reverb or other effects to emulate environmental or playback conditions; and
  - 6.4.5. Applying minimal effects or audio clips.

While modifications may be made and the structure of the Content may change, the original Content must remain distinctly recognizable. It is not permitted for modifications to be made that may be (in our reasonable and sole opinion) detrimental to the Content or that change the style or arrangement of the Content in any other way.

- 6.5. You may not resell any Content (or otherwise make it available) as your own creation, as your music and/or as your song, even if it has been transformed or edited, or if you add other instruments or vocals to the same. Notwithstanding any variations or arrangements made to the Content, we will always own the intellectual property rights in such Content and/or any other derivative work.
- 6.6. Please note that various social Media platforms may have their own restrictions that apply from time to time, on the use of the Content. We shall have no liability for such platform restrictions whatsoever.

## **7. Monetization from use of downloaded Content**

- 7.1. Subject to your compliance with this Agreement, you may allow, and receive remuneration from, the display of third-party ads or otherwise, in connection with making available your posted produced social media end material and/or work which involves a Content or part of it.
- 7.2. You shall be solely responsible for clearing any social media channels of yours with us, in accordance with our instructions made available to you from time to time. We shall have no responsibility, and we will not reimburse you, for any monetization of any production of yours for any period prior to such production having been correctly cleared for monetization.

## **8. Term and Termination**

- 8.1. This Agreement will continue to be in force until terminated by you or us. You may terminate this Agreement by sending an email to [music@thesoul-publishing.com](mailto:music@thesoul-publishing.com). Termination of this Agreement will result to the deactivation of your profile account.
- 8.2. If you or we terminate this Agreement for any reason or if you violate any of the terms and conditions contained herein, your right to use the Platform will immediately terminate.

## **9. Representation and Warranties**

- 9.1. You represent and warrant to us:
  - 9.1.1. that you have the full right to enter into this Agreement and license the rights, including but not

limited to all intellectual property rights, in and to the Content and all information provided by you to us is true, accurate and not misleading; and

- 9.1.2. that you are the full and legal owner of all rights, including but not limited to all intellectual property rights, in and to the Content; and
- 9.1.3. that you have obtained all required clearances and paid all monies necessary in order for us to be able to exercise the rights granted by you herein and you confirm and warrant that we will not be required to obtain any other or separate rights, clearances or license, nor shall we be required to make any additional payments to any parties in order to exercise the rights granted by you herein; and
- 9.1.4. that nothing in the Content, nor its use or exploitation by us, its permitted licensees and/or any other third parties' use of the Content as authorised by us, will infringe or violate the rights or interests of any party (including but not limited to, copyright, trademarks, patent rights, rights of privacy, image rights, moral rights, other statutory, common law or contractual rights of any individual person or entity or any other right of any third party, breach any contract or duty of confidence, constitute a contempt of court, be defamatory, obscene or otherwise unlawful, or bring us or any third party into disrepute; and
- 9.1.5. that all facts expressed by you in the Content are, to the best of your knowledge and belief, true and insofar as the Content contains any opinions, these opinions are your own and are genuinely and truly held by you; and
- 9.1.6. that there has been no infringement or likely infringement (whether statutory or common law) of any of the Content; and
- 9.1.7. that you have not granted, nor shall you grant, to anyone else any right which would prevent or impair in any way your right to license the rights, including, without limitation, any and all intellectual property rights, to us or which conflict with the rights being granted by you to us; and
- 9.1.8. that you have used your reasonable endeavours to ensure that the Content does not contain any viruses or malware; and
- 9.1.9. that you or any other third party (including but not limited to any joint author(s)) have not used, distributed, or uploaded the Content on any other music library and/or platform, and/or social media account, or elsewhere in any form whatsoever, nor it will be used or uploaded on such places for the duration of this Agreement; and
- 9.1.10. that in addition to the representations and warranties mentioned in the preceding paragraphs, and should the Content involve joint authorship and/or joint rights with any third-party, that you have the full right, authority, express consent, and mandate from such joint author(s) to enter into this Agreement and license the subject rights in and to the Content to the extent and scope described herein.

## **10. Release and Indemnity**

- 10.1. You shall fully indemnify, defend and hold harmless us (and any third parties authorised by us using or exploiting the Content), their respective officers, employees, successors, licensees and permitted assigns from and against:
  - 10.1.1. any costs, claim, demand, action, damages, loss and/or expense arising from actions brought by any third parties (including but not limited to any joint author(s)) arising from any breach of any of the representations, warranties or agreements made by you; and
  - 10.1.2. any claims of or respecting slander, libel, defamation, invasion of privacy or right of publicity, false light, infringement of copyright or trademark, or violations of any other rights arising out of

or relating to any use of the Content as authorised herein.

- 10.2. You agree and understand that we are relying on the representations made by you and any breach of the terms and/or warranties set out herein would cause us injury and damage that cannot be adequately compensated by damages in an action at law and you expressly agree that, without limiting our remedies, we shall be entitled to injunctive and other equitable relief. You irrevocably release us, our subsidiaries, affiliates, successors, licensees and assigns from any claim of any nature in connection with their use of the Content. You shall further fully indemnify and keep us fully indemnified against any costs, claim, demand, action, damages, loss and/or expense (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest penalties, legal costs and any other reasonable costs and expenses suffered or incurred by us) arising directly or indirectly from any breach or non-performance by you of this Agreement and you shall pay all such costs, claim, demand, action, damages, loss and/or expense forthwith on demand by us. In particular, if You and/or Your activity(ies) are found to be fraudulent, false or deceptive (as defined by the Media Platform resulting in any financial penalty or fine of any type and description ("Penalty"), You agree to take full liability for repaying such Penalty. You acknowledge and understand that the above mentioned fraudulent activities shall also include artificially racking up, increasing and manipulating auditions on streaming platforms. We reserve the right to withhold any Compensation payable to You until the exact amount of the Penalty is fully settled. You will be notified about this withholding. The withhold of Compensation may be released and the exact amount of the Penalty will be deducted by Us from the Compensation payable to you. The withholding of any amount for Penalty repayment purposes will occur while we retain all and any additional rights we may have against you in law and/or in equity.

At our request and at your own expense, you shall provide all reasonable assistance to enable us to resist any claim, action or proceedings brought against us as a consequence of any breach of this Agreement. Such indemnity shall apply whether or not we have been negligent or at fault. You agree that the foregoing shall apply to you and to any persons features within the Content and you have obtained required permissions from such persons in order to grant such rights to us.

## **11. Platform usage rules**

- 11.1. Changes to the Platform Content. The Content made available on the Platform is constantly evolving and might change over time. Content types and descriptions, such as genres, categories etc., are provided for your convenience only and we do not guarantee their accuracy. We reserve the right to make such changes or, if necessary, discontinue such content. If required by law, we may also need to suspend, restrict, or terminate your access to the Platform.
- 11.2. Third-Party Services. The Platform may integrate, be integrated into, or be provided in connection with third-party websites, services, applications, platforms, and/or content. We do not control those third-parties or the services they make available. You should read the terms of use agreements and privacy policies that apply to such third-party services. If you access the Platform using an Apple iOS, Android or Microsoft Windows-powered device, Apple Inc., Google, Inc. or Microsoft Corporation, respectively, shall be a third-party beneficiary of this contract. However, these third-party beneficiaries are not a party to this contract. You agree that your access to the Platform using these devices also shall be subject to the usage terms set forth in the applicable third-party beneficiary's terms of service. You represent to us that you have read and agreed to those terms.
- 11.3. Internet, Browser and System Requirements. You may need a high speed Internet connection and/or minimum system and/or browser requirements to access and use certain aspects of the Platform. You are required to review the minimum requirements necessary for use of such aspects.
- 11.4. Mobile Networks. When you access the Platform through a mobile network, data and other rates and fees will apply.
- 11.5. Consent to Notifications. When you use the Platform, you may be given the opportunity to consent to receive communications and notifications from us through email, text, and/or mobile push notifications.

Standard text and calling rates will apply. You can opt out of promotional communications by following the “Unsubscribe” directions for emails, or through the relevant settings on the Platform (as applicable).

- 11.6. Commercial, Marketing, or Branding Use Prohibited. Except as expressly licensed, we do not allow uses of the Platform, or our other intellectual property, that are commercial or business related, including used in marketing or branding, or that advertise or offer to sell or promote services (whether or not for profit), or that solicit others (including solicitations for contributions or donations).
- 11.7. Malware. You agree not to knowingly or recklessly introduce a virus or other harmful component, or otherwise tamper with, impair or damage the Platform.
- 11.8. Download restrictions. You agree not to use or launch any automated system (including, without limitation, any robot, spider, or offline reader) that accesses the Platform in a manner that sends more requests to us or our servers in a given period of time than a human can reasonably produce in the same period by using a publicly available and standard web browser. You further agree to only download Content in accordance with any restrictions applicable to your profile account.

## **12. Pricing and Payments**

- 12.1. Although the services offered on the Platform are offered for free, there might be some elements related to the subject services and/or the Content which may require payment of a specific amount. You agree to pay any such amount(s), and you authorize us to charge you for the same with your selected payment method. You are responsible for paying all the charged amounts, as well as any other related fees, and subsequent taxes in a timely manner. No paid service and/or feature will be processed unless we have received adequate payment.
- 12.2. All amounts charged to you will always be calculated in EUR currency; therefore the final amount(s) charged to you may vary depending on prevailing currency exchange rates offered by our payment providers.
- 12.3. You shall provide us with information regarding your credit card or other payment instrument. You represent and warrant that (a) such information is true, accurate, current and complete and that you are authorized to use this payment instrument, and (b) you shall maintain and promptly update such information to keep it true, accurate and complete. You agree that we may update your payment methods using information provided to us by our payment service providers and you authorize us to continue to charge the then applicable amount(s) to your update payment method.

## **13. Reliance on information posted**

- 13.1. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such information by you or any other visitor and/or user of the Platform, or by anyone who may be informed of any of its contents.

## **14. Disclaimers and Limitation on Liability**

- 14.1. THE SERVICES UNDER THE PLATFORM ARE PROVIDED “AS IS” AND “AS AVAILABLE.” WE DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES NOT EXPRESSLY SET OUT IN THESE TERMS TO THE FULLEST EXTENT PERMITTED BY LAW.
- 14.2. It is your responsibility to ensure you follow the Platform instructions, have the minimum system requirements, update any required software as recommended, and consult us if you encounter a problem with the Platform.
- 14.3. We shall not be liable for delay or failure in performance for causes beyond our control or any other damage which does not result from a breach of our obligations under this Agreement.



- 14.4. We are not liable for business losses. If you use the Platform for any commercial or other purpose we will have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity, or similar loss.
- 14.5. WE ARE NOT RESPONSIBLE FOR ANY LACK OF FUNCTIONALITY OR FAILURE TO PROVIDE ANY PART OF THE PLATFORM, OR ANY LOSS OF CONTENT OR DATA THAT IS DUE TO: YOUR EQUIPMENT, DEVICES, OPERATING SYSTEM OR INTERNET CONNECTION; OR YOUR FAILURE TO COMPLY WITH SPECIFIED COMPATIBILITY REQUIREMENTS.
- 14.6. WE SHALL NOT BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND PROPERTY DAMAGE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL WE BE HELD LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OUR REASONABLE CONTROL.

**15. Binding Arbitration and Class Action Waiver (Applicable to US users only)**

- 15.1. PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ON AN INDIVIDUAL BASIS. Neither you nor us will seek to have a dispute heard as a class action or private attorney general action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitrations or proceedings.
- 15.2. You and our agreement to arbitrate, as provided below, all disputes between you (including any related disputes involving us, its subsidiaries or its affiliates), that are not resolved informally, except disputes relating to the ownership or enforcement of intellectual property rights. "Dispute" includes any dispute, action, or other controversy, whether based on past, present, or future events, between you and us concerning the Platform or this Agreement, whether in contract, tort, warranty, statute, regulation, or other legal or equitable basis. You and us empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of these terms or the formation of this contract, including the arbitrability of any dispute and any claim that all or any part of this Agreement are void or voidable.
- 15.3. In the event of a dispute, you or us must send to the other party a notice of dispute, which is a written statement that sets forth the name, address, and contact information of the party giving the notice, the facts giving rise to the dispute, and the relief requested. You must send any notice of dispute to [legalops@thesoul-publishing.com](mailto:legalops@thesoul-publishing.com), Attention: Legal. We will send any notice of dispute to you at the contact information we have for you. You and us will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. After that sixty (60) day period and not before, you or we may commence an arbitration proceeding. You may instead litigate a dispute in small claims court if the dispute meets the requirements to be heard in small claims court, whether or not you negotiated informally first.
- 15.4. If you and us do not resolve a dispute by informal negotiation or in small claims court, the dispute shall be resolved by binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the U.S. Federal Arbitration Act. YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY. Arbitration will be administered by JAMS Mediation, Arbitration and ADR Services ("JAMS") in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "JAMS Rules"). The JAMS Rules and instructions about how to initiate an arbitration are available at [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267. Arbitration may be conducted in person, through the submission of documents, by phone, or online. Proceedings that cannot be conducted through the submission of documents, by phone, or online, will take place in the borough of Manhattan, New York, New York or Los Angeles, California, whichever is more convenient for you; provided, however, that if circumstances prevent you from traveling to Los Angeles or New York, JAMS may hold an in-person hearing in your hometown area. You and our agreement to submit to the exclusive jurisdiction of the federal or state courts located in either Los Angeles, California or

the borough of Manhattan, New York, New York, whichever is more convenient for you, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator may award damages to you individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy your individual claim.

- 15.5. In accordance with the JAMS Rules, the party initiating the arbitration (either you or us) is responsible for paying the filing fee. However, if the arbitrator issues you an award of damages and: (a) that award is greater than the amount of our last written settlement offer; or (b) if we did not make a settlement offer, then in addition to paying for any JAMS Case Management Fees and all professional fees for the arbitrator's services, we will reimburse you for the filing fees you incurred.
- 15.6. Except as provided above with respect to jurisdiction in Manhattan, New York, New York, or Los Angeles, California, nothing in this arbitration provision shall be construed as consent by us to the jurisdiction of any other court with regard to disputes, claims or controversies unrelated to the Platform or this Agreement.

## **16. Privacy Policy**

- 16.1. For the purposes of this section, we are the "Data Controller" pursuant to the EU General Data Protection Regulation 2016/679 ("GDPR"), and the Republic of Cyprus' related laws on processing of personal data. Our main establishment and our central administration is as specified in the preamble of this Agreement.
- 16.2. If you reside or are located in the Russian Federation, your personal data will be processed in compliance with the Federal Law of Russia No. 152-Φ3 as of 27.07.2006 "On Personal Data". You will enjoy all rights provided to you by the said law. Any reference to GDPR also includes the reference to the above Federal Law of Russia No. 152-Φ3.
- 16.3. If you live in a country outside the European Economic Area (EEA), collection and processing of your personal data shall be governed in accordance with the privacy laws of the state of California and where applicable Brazilian related General Data Protection Law.
- 16.4. Any terms or keywords contained in this section shall have the same meaning as defined in GDPR.
- 16.5. Should you require any further clarifications or information as to how we processes your personal data, you may do so by sending an email at [privacy@thesoul-publishing.com](mailto:privacy@thesoul-publishing.com).
- 16.6. We will collect, store, use and overall process the following categories of personal data about you:
  - 16.6.1. Information and data you have provided on the submission form, including any information you have provided for the purposes of creating a profile on the Platform, including, name/surname, address, email, date of birth, profile picture and any other additional related information; and
  - 16.6.2. For any transactions involving payments, details of your credit or debit card, including expiration date and CVV, as well as your PayPal account information. We will process your credit cards or PayPal account information in accordance with internationally recognised and accepted business practices and standards for this kind of transaction.
  - 16.6.3. Data captured at the time of accepting this Agreement to confirm validity of acceptance, such as date, time, browser name and type, operating system, IP address and device details.
  - 16.6.4. Information via other platforms (as applicable), e.g., registering through your social media account.

- 16.6.5. Any other information which might be statutory required to be requested, depending on the nature of the service.
- 16.7. Any collected personal data of yours, including any special categories of personal data (where applicable) shall be processed solely by us for the purposes and for performing the subject matter of this Agreement, to comply with our legal and statutory obligations, as well as for the purposes of the legitimate interests pursued by us.
- 16.8. In addition, we will process your personal data for the following purposes:
- 16.8.1. Create, activate and manage your registration on the Platform.
  - 16.8.2. Give you access to the Platform and for the purposes of executing this Agreement for the provision of the same.
  - 16.8.3. Effect any applicable payments required.
  - 16.8.4. Contacting you via the provided email address or other means concerning Platform updates.
  - 16.8.5. Keep records related to any services provided to you.
- 16.9. We will only use your personal data for the purposes of mentioned above. Your data may be processed through our secure computer network systems and accessed only by authorised persons of ours. Data processing may be carried out on behalf of us by third party data processors which may be located in the EEA or in other third countries, pursuant to written and express authorisation for specific purposes contained in the relevant authorisation. We have taken all necessary steps, including the implementation of appropriate legal, technical and organisational measures, to ensure that the data processing meets all applicable statutory requirements, thus safeguarding your rights.
- 16.10. We may operate within the European Union (EU), the EEA and other third countries, and therefore your personal data or part of them may have to be transferred overseas.
- 16.11. We have taken all reasonable steps to ensure that your personal data are provided with adequate protection based on international protection frameworks and that all transfers of data are conducted pursuant to our written agreements and the supervisory authorities' guidelines (if required) and/or other legal and/or regulatory requirements.
- 16.12. You will not be subject to decisions that will produce legal effects or have a significant impact on you, based solely on automated decision making.
- 16.13. You have the right to request access, rectification, to restrict the processing of your personal data, to object, to request erasure as well as the right to data portability. Where the data processing is taking place solely pursuant to your express consent, you have the right to withdraw such consent at any given moment. Such consent withdrawal will not affect the lawfulness of any data processing based on that ground prior to your withdrawal.
- 16.14. Any personal data related requests shall be processed within reasonable time and in any case within 1 (one) month from your written request. This period of time may be extended under certain circumstances by further 2 (two) months.
- 16.15. You will not have to bear any cost to exercise any of your rights. We may though charge a reasonable fee should your requests be clearly unfounded or excessive, due to their repetitive character, or refuse to comply with such requests.
- 16.16. We may request specific information to assist us confirm your identity and ensure your capacity to enforce your rights. This is part of our security measures to certify that personal information is not disclosed to any person who has no right to receive it.

- 16.17. We will retain your personal data for as long as our contractual relationship exists plus a period of time corresponding to the applicable statute of limitations for any kind of claims, or legal or regulatory obligations.
- 16.18. For both hard and electronic copy processing (where applicable) we have data management systems which are periodically updated in accordance with technological development and a framework of multilevel security policies to hold data confidential and secure. Security measures have also been taken to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed.
- 16.19. Moreover, we have procedures to deal with suspected data security breaches or threats and should a breach ever materialise, you will be notified accordingly, along with the supervisory authority, if we are required to do so.
- 16.20. We keep our policy under regular review and we reserve the right to update the same at any time. If we make changes to this policy during our contractual relationship with you which, in our sole discretion, has a material impact on your rights with respect to how we process your personal data, we will notify you via email to the email address you provided us.
- 16.21. Complaints relating to the processing of any personal data may be communicated electronically at [privacy@thesoul-publishing.com](mailto:privacy@thesoul-publishing.com).
- 16.22. Complaints may also be lodged before the supervisory authority responsible for the protection of personal data, in the country of your habitual residence, place of work, or place of the alleged infringement of your personal data. More information about how to contact the supervisory authorities across the EEA, can be found in the European Data Protection Board's website here ([https://edpb.europa.eu/about-edpb/about-edpb/members\\_en](https://edpb.europa.eu/about-edpb/about-edpb/members_en)). If you reside or are located in the Russian Federation, you may submit your complaint to the Federal Service For Supervision Of Communications, Information Technology, And Mass Media (<https://rkn.gov.ru/>).

## 17. Additional Provisions

- 17.1. Platform Limitations. The Platform is subject to intended or unintended service interruptions. The Platform can be changed, interrupted or eliminated at any time for any reason at our sole discretion. In the event of an interruption, data loss or elimination of the Platform, we shall not be liable for any losses that might occur.
- 17.2. Choice of Forum. You agree that any action at law or in equity arising out of or relating to this Agreement that is not subject to arbitration shall be filed, only before the courts of the Republic of Cyprus and you consent and submit to the personal jurisdiction of such courts for the purposes of litigating such action.
- 17.3. Choice of Law. This Agreement is governed by and construed in accordance with the laws of the Republic of Cyprus, without giving effect to any conflict of law principles.
- 17.4. Severability. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
- 17.5. Survival. The provisions of this Agreement which by their nature should survive the termination of this Agreement shall survive such termination, including but not limited to the restrictions, disclaimers, limitations, our rights to use submitted content, and rules regarding dispute resolution.
- 17.6. Waiver. No waiver of any provision of this Agreement by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

- 17.7. Assignment. We are entitled to in whole or in part assign our rights and obligations under this Agreement to a third party. You may not assign this Agreement to any party.
- 17.8. Entire Agreement. You hereby acknowledge and warrant that your agreement to the terms and conditions of this Agreement has not been induced by any representation or assurance not contained herein. These terms and conditions shall supersede and replace all prior agreements, negotiations, or understandings in connection with the Content and the Platform. These terms and conditions contain the entire understanding between both us and you.
- 17.9. Additional information or questions. If you would like to receive additional information or you have any questions in regards these terms of use, you may contact us via the contact details provided below:

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62 Agiou Athanasiou Avenue  
BG WAYWIN PLAZA, office 101  
4102 Limassol, Cyprus  
[permissions@thesoul-publishing.com](mailto:permissions@thesoul-publishing.com)