

Product

PulsBeat Media Inc. ("PulsBeat") provides an application to music and media to artists or organizations whereby PulsBeat will build an application for the artist that they will use in its entirety. This application allows for the storage of content of all musical related assets as well as the delivery of that artist's owned content including music tracks, artist generated video, artist generated pictures, liner notes, guitar chords, lyrics and other such related artist generated, and artist owned content (the "Content") to their fans. The artist has the ability to deliver the Content directly to their user base ("fans") using the Artist Application managed by PulsBeat and delivered using the PulsBeat platform. PulsBeat only provides the services of design and build of the application, storage and delivery of the Content as well as the provision of certain meta data generated by the Artist Metaverse and D9NAMIC Applications to the artist. PulsBeat does not claim ownership over the Artist Metaverse and D9NAMIC Applications or any of the Content. PulsBeat makes no representation as to the ownership of the Content and is a service provider only. Please refer to additional detail contained in the web sites:

<http://audiominemetaverse.com> and <https://www.pulsbeat.ca>.

In addition, PulsBeat will provide applications, such as the MyArtist App, whereby the user will obtain the application for no cost and will have the option of obtaining a Paid Subscription that will provide not only basic features of the app but also a set of premium features. The Subscription fee will be set as a monthly or an annual fee with payment and cancellation terms as set out below.

Terms of Use – Artists and Organizations

You, as the artist or an organization in the field of Media, by using the Artist Metaverse or D9NAMIC Applications and by uploading any content, information, data, code or other input (your "Content") to the Artist Application service as provided by PulsBeat (the "Service") you ("you", "your" or "User") are agreeing to be bound by the following terms and conditions ("Terms of Use"). IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU MAY NOT ACCESS OR USE THE SERVICE. PulsBeat reserves the right to update and change the Terms of Use from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, or

the addition of new functionality within the Artist Application shall be subject to the Terms of Use. Continued use of the Service after any such changes shall constitute your consent to such changes. Violation of any of the terms below will result in the termination of your account without notice. While the Artist Metaverse and D9NAMIC Applications prohibits certain conduct and the upload of Content on the Service that is not proprietary to the Artist, you understand and agree that PulsBeat cannot be responsible for the Content posted on the Service and that you may be exposed to such risks as are inherent in the use of the Content materials in the event that you do not possess ownership of that Content. You agree to use the Service at your own risk and that PulsBeat shall under no circumstances be responsible for the legitimacy of the Content on your Artist Metaverse or D9NAMIC Applications nor shall PulsBeat be responsible to your users for any issues that may arise on the provision of the Artist application to the end use.

Terms of Use – The User

Payments and cancellation of the “My Artist App Service”

MyArtist App Service Options

We provide numerous MY Artist App Service options. Certain options are provided free-of-charge, while other options require payment before they can be accessed (the "Paid Subscriptions"). We may also offer special promotional plans, memberships, or services, including offerings of third-party products and services. We are not responsible for the products and services provided by such third parties.

Billing

You may purchase a Paid Subscription directly from PulsBeat or through a third party either by paying a subscription fee in advance monthly or some other recurring interval disclosed to you prior to your purchase; or pre-payment giving you access to the MyArtist App Service for a specific time period ("Pre-Paid Period").

Tax rates are calculated based on the information you provide and the applicable rate at the time of your monthly charge.

If you purchase access to a Paid Subscription through a third party, separate terms and conditions with such third party may apply to your use of the MyArtist App Service in addition to these Terms. If you purchase a Paid Subscription using a code, gift card, pre-paid offer, or other offer provided or sold by or on behalf of PulsBeat

for access to a Paid Subscription ("Codes"), you hereby agree to the PulsBeat Terms of Use and Privacy Policy.

Price and tax changes

PulsBeat may from time to time change the price for the Paid Subscriptions, including recurring subscription fees, the Pre-Paid Period (for periods not yet paid), or Codes (defined above), and will communicate any price changes to you in advance on reasonable notice. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, by continuing to use the MyArtist App Service after the price change takes effect, you will have accepted the new price. If you do not agree to a price change, you can reject the change by unsubscribing from the applicable Paid Subscription prior to the price change going into effect.

Tax rates are based on the rates applicable at the time of your monthly charge. These amounts can change over time with local tax requirements in your country, state, territory or even city. Any change in Tax rate will be automatically applied based on the account information you provide.

Renewal and Cancellation

Except for Paid Subscriptions for a Pre-Paid Period, your payment to PulsBeat or the third party through which you purchased the Paid Subscription will automatically renew at the end of the applicable subscription period, unless you cancel your Paid Subscription 24 hours before the end of the then-current subscription period. Payments will be made to your iTunes account at the time of confirmation of the purchase of the My Artist App Service. Contact our Customer Support team for instructions on how to cancel. The cancellation will take effect the day after the last day of the current subscription period, and you will be downgraded to the free version of the MyArtist App Service. We do not provide refunds or credits for any partial subscription periods, except as expressly stated in these Terms.

The free version of the MyArtist App will provide you with a three (3) day period of free access to the premium features that are provided by the Paid Subscription. This complimentary access to the premium features will allow the user a three (3) day risk free opportunity to explore and experience the functionality of the premium features without any additional cost. After the three (3) day complimentary period, PulsBeat will provide the user with a notification advising of the expiry of the free

period and encouraging the user to purchase a Paid Subscription to continue enjoying the premium features. Subsequently the renewal and cancellation policy set out above will apply.

If you have purchased a Paid Subscription using a Code, your subscription will automatically terminate at the end of the period stated in the Code, or when there is an insufficient pre-paid balance to pay for the Spotify Service.

Withdrawal Rights

Throughout your utilization of the app, you may receive a gratuitous and unrestricted offer, providing you with access, free of charge, to either the entire application or select features for a predetermined period specified within the gift. Upon your acceptance of this offering, you incur no compulsory duty to procure access to the aforementioned feature(s). It remains at your discretion to opt for a subscription to the said feature(s) at any point in time subsequent to the gift period's conclusion, thereby enabling uninterrupted utilization of the feature(s).

Furthermore, aside from gratuitous access, you may also be extended the opportunity to enrol in a Trial. In such an instance, you explicitly consent that the withdrawal right for the Paid Subscription linked to the Trial terminates either three (3) days after your initiation of the Trial or within the duration as expressly specified as the trial period. If you don't cancel the Paid Subscription before the Trial ends, you lose your right of withdrawal and authorize PulsBeat to automatically charge you the agreed price each month until you cancel the Paid Subscription. For trials less than fourteen (14) days, you expressly consent to us providing you with notification of the expiry of the trial and that you will need to obtain a Paid Subscription to continue the use of the premium features.

If you purchase a Paid Subscription with no Trial, you agree you have fourteen (14) days after your purchase to withdraw for any reason and must pay us for the services provided up until the time you tell us that you have changed your mind. You expressly consent to us providing you with the MyArtist App Service immediately following your purchase, that you lose your right of withdrawal, and authorize Spotify to charge you automatically each month until you cancel.

Subscriptions automatically renew unless the user manages the My Artist App Service by turning off the auto-renew feature in settings. Your account will be

charges for the renewal within the 24-hour period prior to the end of the current period of the subscription.

Account Terms:

You must be 13 years or older to use this Service.

You must be a human. Accounts registered by “bots” or other automated methods are not permitted.

The legal full name of all artists contributing to the content must be provided including, a valid email address, phone number and any other information requested by PulsBeat in order to complete the signup process.

You must provide PulsBeat with such legal documentation as considered necessary to provide assurances that the content uploaded to the Artist Metaverse and D9NAMIC Applications being designed and built by PulsBeat is either owned by you or that you have obtained the requisite authorization from the owner to use such content in the Artist Metaverse and D9NAMIC Applications.

You are responsible for maintaining the confidentiality and security of your account and password. PulsBeat cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have access to your account). You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

Privacy:

Any personal information you submit to the Service or to PulsBeat will be treated by PulsBeat in the matter described in the Privacy Policy, located at: [Pulsbeat.ca/Privacy Policy](https://pulsbeat.ca/Privacy%20Policy)

Payments and Refund Terms:

A valid credit card might be required.

The Service is non-refundable. In order to treat everyone equally, no exceptions will be made.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.

PulsBeat will do whatever possible to get Apple and/or Google to approve your Artist Application submissions, we do not and cannot guarantee acceptance. If Apple and/or Google deny your application you may cancel your account, however there are no refunds under any circumstances.

Payment for Services:

Certain aspects of the Service may be provided for a fee or other charge. If you use the paid aspects of the Service, you agree to the terms of sale, pricing, payment and billing policies applicable to such fees and charges, including those posted or linked at www.audiominemetaverse.com.

In the event you cancel your subscription, you shall receive no refund or exchange for any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else. You acknowledge and agree that the term of and you will be automatically upgraded to the next subscription level. If you continue to subscribe to the Service, then you will keep the same subscription level until you cancel the Service or are upgraded again (if applicable). In particular:

- If you have a monthly plan, and your use of the Service exceeds the specified maximum number of content items (music tracks, videos, pictures etc.), by the end of the current month you will be automatically upgraded to the next higher available monthly plan as posted at audiominemetaverse.com/pricing
- If you are on an annual plan, and your use of the Service exceeds the specified maximum number of content items (music tracks, videos, pictures etc.), in your current annual plan, you will automatically and immediately be upgraded to the next higher available annual plan at posted at audioMineMetaverse.com/pricing

You are responsible for any additional payments required for an upgraded subscription level [on a retroactive basis to the beginning of your current billing cycle]. By way of example, if you have selected and are using the General Edition monthly Service, and before the end of a month your use of the Service exceeds the maximum number of content items (music tracks, videos, pictures etc.), then

before the end of that month, you will be automatically upgraded to the Professional Edition Service and charged the applicable fees

that current month. Same applies to upgrade from Professional to Premium Edition Service. In the event none of the predefined functionalities meet your needs, you will be provided with a custom build solution based on your unique specific content and app functionality requirements.

Cancellation and Termination:

You are solely responsible for properly canceling your account. Account cancellation requests must be submitted by logging in at [audiMineMetaverse/membership/support](https://audiominemetaverse.com/membership/support) section of the [audiMineMetaverse.com](https://audiominemetaverse.com) website or by sending an email to support@audiominemetaverse.com

All of your Content will be deleted from the Service upon cancellation. This information cannot be recovered once your account is cancelled.

PulsBeat, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Artist Application service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account.

PulsBeat reserves the right to refuse service to anyone for any reason at any time.

Modifications to the Service and Prices:

PulsBeat reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

Prices of all Services, including but not limited to any monthly subscription plan fees to the Service, are subject to change at any time, with or without notice.

Notice may be provided at any time by posting the changes to the <https://audiominemetaverse.com>

PulsBeat shall not be liable to you or to any third party for end user for any modification, price change, suspension or discontinuance of the Service.

From time to time, PulsBeat may issue an update to the Service which may add, modify, and/or remove features from the Service. These updates may be pushed out automatically with little or no notice, although PulsBeat will do everything in its power to notify you in advance of an upcoming update, including details on what the update includes.

Copyright and Content Ownership:

We claim no intellectual property rights over the material and content you provide to the Service. Your profile and materials uploaded remain yours. However, by using the Artist Application, you agree to allow others to view and share your Content.

PulsBeat does not pre-screen Content to ensure ownership rights, but PulsBeat and its duly appointed agents shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.

The look and feel of the Service is a copyright of PulsBeat. All rights reserved. You may not duplicate, copy,

or reuse any portion of the visual design elements and the code without express written permission from PulsBeat.

By using the Service, you warrant that you have full right and ownership of any and all content and copyrighted material you upload to, or distribute through, the Service.

You shall be solely responsible for securing and paying for all digital delivery licenses, mechanical licenses, any public performance licenses, synchronization licenses and any other licenses from all copyright owners (or their agents) required in connection with all Content selected by you for use in connection with the Service and/or Artist application.

PulsBeat respects the rights and intellectual property of others, and we ask our users of the Artist Metaverse and D9NAMIC Applications to do the same. If you believe that your product or work has been misrepresented or used in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide PulsBeat's Copyright Agent at [physical address] or [email address] with the following information:

- a description of the product, work or other intellectual property that you claim has been misrepresented or infringed;
- a description of where the material that you claim is misrepresenting or infringing your product, work or other intellectual property is located;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the owner of the product, work, copyright or intellectual property, or its agents, or applicable law;
- a statement by you, under penalty of perjury, that the above information in your notice is accurate and that you are the owner of the product, work, copyright, or intellectual property, or authorized to act on such owner's behalf, and your electronic or physical signature, name, physical address, telephone number and email address.

Notice for California Users:

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

Users of the Service may contact PulsBeat Media Inc. directly at #203, 571 - 6 Street N.E., Salmon Arm, BC V1E 1R6 or contact support@audioMineMetaverse.com or call the administration office at (250) 804 – 4740 ext.1.

General Conditions:

Your use of the Service is at your sole risk. The Service is provided on an “as is” and “as available” basis.

Customer and Technical support is available after logging into your account [at audioMineMetaverse.com/membership/support](https://audioMineMetaverse.com/membership/support) section of the audioMineMetaverse.com website or by sending an email to support@audioMineMetaverse.com as well as various links to “CHAT” and “HELP” located on various audioMineMetaverse.com pages.

You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with any other service.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by PulsBeat.

We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Use.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Artist Metaverse or D9NAMIC Applications end-user, customer, employee, member, or officer will result in immediate account termination.

By using the Service, you expressly consent to us building your application on multiple phone or computer operating systems, even if those device operating systems are not available today.

If your Artist Metaverse or D9NAMIC application is built using PulsBeat’s proprietary technology, you have the right to the following, with or without notice, at any time and for any reason:

- Remove app from publication;

- Modify the description or other characteristics or features of your Artist Metaverse or D9NAMIC applications and to publicize your Artist Metaverse and D9NAMIC apps and your brand;
- You must not upload, post, host, or transmit unsolicited email, SMSs, “spam” messages. You must not transmit any worms or viruses or any code of a destructive nature;
- The Service will be uninterrupted, timely, secure, or error-free;
- The results that may be obtained from the use of the Service will be accurate or reliable;
- The quality of any products, services, information or other material purchased or obtained by you through the Service will meet your expectations, and any errors in the Service will be corrected.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PULSBEAT SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PULSBEAT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

- THE USE OR INABILITY TO USE THE SERVICE;
- THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, CONTENT, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE;
- UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE;

PULSBEAT’S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS TERMS OF USE WILL NOT EXCEED THE GREATER OF ONE HUNDRED (\$100.00) DOLLARS OR THE AMOUNT OF FEES RECEIVED BY PULSBEAT FROM THE COMPLAINING USER FOR THE USE OF THE SERVICE; THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT EXPAND OR INCREASE THE FOREGOING LIMITATION. THE PARTIES ACKNOWLEDGE THAT THIS CLAUSE REFLECTS THE AGREED UPON ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT PULSBEAT WOULD NOT ENTER INTO THIS TERMS OF USE OR MAKE THE ARTIST APPLICATION

AVAILABLE TO YOU AND YOUR USERS WITHOUT THESE LIMITATIONS ON LIABILITY. THIS LIMITATION OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH HEREIN.

You understand that any Artist Metaverse or D9NAMIC Applications created in the Service are created by PulsBeat based on your express intentions and volition and you therefore indemnify and hold harmless PulsBeat and all its subsidiaries, employees, and any agent acting on their behalf from any and all liabilities, claims, demands, or personal injury, including death that may be sustained, due to or relating in any way but not limited to copy right infringement, fraudulence, or trademark violation by way of creating and/or using of any apps created by the Service, or for claims related to or arising from your violation of this Terms of Use.

If any provision of these Terms of Use is found to be for any reason unenforceable, then that provision shall be deemed severable from the other provisions herein and shall not affect the validity and enforceability of any remaining provisions. PulsBeat shall have no liability under these Terms of Use to the extent arising from any failure of PulsBeat to perform any of its obligations due to any fire, flood, earthquakes, other acts of God, war, civil unrest, terrorism, Internet failures, governmental act or court order, national emergency, strikes or labor disputes or any other event not within PulsBeata 's reasonable control.

The failure of PulsBeat to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and PulsBeat and govern your use of the Service, superseding any prior agreements between you and PulsBeat (including, but not limited to, any prior versions of the Terms of Service).