

# Terms of Service

Thank you for using HotDropApp.com's ("Website") web services and the HotDrop mobile app's ("App") services. These Terms of Service ("Agreement") cover your use and access to the Website and App (collectively, "Services") provided by HotDrop LLC ("HotDrop" or "we/us").

By using or accessing our Services, you are agreeing to be bound by the terms of this Agreement. If you are using our Services for a partnership, and/or business entity ("Organization") you are agreeing to the terms of this Agreement on behalf of that Organization.

This Agreement may be amended from time-to-time in HotDrop's sole discretion. HotDrop will post a notice on the Website any time this Agreement has been changed or updated. It is your responsibility to review the Agreement periodically. If, at any time, you do not or cannot agree to the terms of this Agreement, you must stop accessing or using the Services.

## Your Assets & Your Permissions

When you use our Services, you provide us with things like your personally identifiable information, files, content, configuration settings, Recordings and Metadata (as those terms are defined below) and the like ("Your Assets"). Your Assets are yours. The terms of this Agreement don't give us any rights to Your Assets except for the limited rights outlined in this Agreement that enable us to offer the Services.

Please review our Privacy Policy, which also governs your use of the Services, to understand our practices. **[www.hotdropapp.com/privacy-policy](http://www.hotdropapp.com/privacy-policy)**. HotDrop's Privacy Policy is expressly incorporated into this Agreement by this reference.

## Metadata

We require that you provide certain information with Your Assets, mostly in the form of metadata concerning items such as artwork, photographs, graphics, artist name, logo, trademarks, service marks, song and album titles, biographical and other information ("Metadata"). You must own or control all necessary rights in any such Metadata that you provide. You are responsible for providing us with all the required information to confirm such rights, and if we request that you correct any error, you make the correction as soon as possible. A failure to correct these errors could delay or prevent the release of Your Assets. To be clear, when we refer to "Your Assets," we are including your Metadata in that reference.

We need your permission to do things like hosting Your Assets, backing them up, and sharing them when you ask us to. These and other features may require our systems to access, store, scan, reproduce, re-broadcast, stream, publicly perform, and display Your Assets. We may also utilize Your Assets to conduct investigations and studies, test functionalities during the development phase and analyze the information at our disposal to assess and improve our Services, implement new services and functionalities and perform audits and troubleshooting procedures, or for advertising, commercial, and promotional purposes. You give us permission to

do these things, and this permission extends to our affiliates – the trusted third parties we work with.

Once you access our Services via an offer or link provided by a HotDrop affiliate, it is likely that we will share some of Your Assets with said partner, including your name, email address, subscription plan to our Services and information regarding the usage that you make of our Services (collectively, “Data”). You authorize us to share such Data with the aforementioned partner. The Data shared with this partner will also be governed by such partner’s conditions of use and privacy policy.

### **Sharing Your Assets**

When content is shared with you, offering comments, suggestions, and/or feedback to another user’s content on the Website or App does not mean that you acquire ownership rights or credits in that content nor does it mean that you shall have a right to any royalties or other monetary payments derived from that content. Without written approval from the party owning the content that was shared with you, you cannot share or reproduce the other user’s content. To obtain more information about your rights as a contributor, songwriter, or performer, please consult your performing rights organization, publisher, and/or legal counsel.

### **Electronic Communications**

When you use any part of the Services or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Services. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### **Copyright and Intellectual Property of Others**

We respect the intellectual property of others and ask that you do too. You cannot upload, share, release or otherwise use on our Services any content, including, but not limited to any audio files, artwork, photos, samples or recordings, for which you do not own all necessary intellectual property rights, unless you have the express written consent from all rights holders in and to the intellectual property of such content. If you do not respect this rule, you assume all risks and liabilities arising therefrom, and we will have the right to delete any violating content on our Services as well as suspend or terminate your account and ability to access our Services in our sole discretion.

### **Advisory Warnings**

You will be responsible for determining the advisory warning status for Your Assets, including parental advisory status, if an advisory is required by applicable law or regulation, and if you otherwise deem it appropriate, you will provide an advisory warning for Your Assets when you deliver them to us. You will not deliver for online exploitation by us any of Your Assets or other material that has been rejected or banned by a competent government authority in any country.

## **Licensing Your Assets to Us**

We work for and on behalf of musicians and creators. By using our Services, you are granting us the non-exclusive rights and licenses described in this Agreement. To be clear, you are NOT assigning or transferring us any ownership rights on Your Assets.

We offer you the unique ability to use our Services as a promotional platform for your music by directly uploading Your Assets, including, without limitation, master recordings (“Masters”) embodying your performances of musical compositions (“Compositions”), audiovisual works (“Videos”), related images, graphics and artwork (“Artwork”), lyrics, musical annotations, and other of Your Assets. We may not currently offer the ability for you to upload all of the aforementioned types of content and may from time-to-time change the extent to which we will exploit Your Assets, or refrain from doing so, in our sole discretion.

In order to take advantage of our Services, you must first create an account and upload Your Assets. You acknowledge that you are solely responsible for all information, profiles, usernames, legal and professional names, personal information (such as email addresses and phone numbers), messages, text, digital files, Masters, Compositions, Videos, Artwork, and any other parts of Your Assets that you submit, upload, or otherwise provide or make available for us to use. However, we reserve the right, at our sole discretion, to choose to include or not include Your Assets, or any portion thereof, in the Services.

## **Grant of Rights To Us**

By providing us with Your Assets you hereby grant to us, our affiliates, partners, assigns, and licensees, a non-exclusive, royalty-free, sub-licensable, transferable, and assignable right and license throughout the universe, which includes any metaverse now in existence or hereinafter created (“Territory”) to reproduce, distribute, publicly perform (including on a through-to-the-audience basis and by means of a digital audio transmission), publicly display, create derivative works of, communicate to the public, synchronize and otherwise exploit Your Assets, including, but not limited to the right to reproduce, transcode, copy and store Your Assets on computer servers, and publicly perform, transmit, synchronize, stream, distribute, and play back Your Assets, including, without limitation, Masters, Compositions, Videos, and Artwork through all digital means whether now in existence or hereafter created. Your grant of rights also includes a limited, non-exclusive, royalty-free, license throughout the Territory to other users of the Services, and to operators and users of any other websites, apps, and/or platforms to which Your Assets has been shared or embedded through our Services to receive public performances and public displays of Your Assets and to reproduce the same on any and all devices owned or controlled by the user.

You also grant to us, our affiliates, partners, assigns, and licensees, a non-exclusive, royalty-free, right and license throughout the Territory to reproduce, use, and publish, and to permit others to reproduce, use and publish, all trademarks, service marks, logos, or similar proprietary rights, as well as the name(s) (both legal and professional), likenesses, and personal and biographical materials (“ID Materials”) in Your Assets in connection with the (i) the use Your Assets on our Services and (ii) promotional and marketing materials for our Services and related services. You

also grant to us, our affiliates, partners, assigns, and licensees, a non-exclusive, royalty-free, right and license throughout the Territory to continue to use your ID Materials in perpetuity for archival purposes, as well as to reference the fact that you used our Services.

You represent and warrant that you own or otherwise control all rights to Your Assets and any and all elements thereof; that you have the rights from any and all third parties appearing, performing, or otherwise having any rights and/or interests in Your Assets to grant the licenses contained herein; and that Your Assets will not infringe or violate the rights of any third parties, including, but not limited to, third-party copyrights, trademark rights, contract rights, rights of publicity, rights of privacy, patent, trade secret, or other proprietary rights. Examples of third-party infringement may include, but are not limited to, the use of uncleared samples, interpolations, unauthorized uses of a third party's name and/or likeness in Videos or Artwork, and unauthorized use of a trademark, logo, Videos and/or Artwork. We are also not responsible for securing any licenses on your behalf, including, but not limited to mechanical licenses. Nothing contained herein shall constitute legal advice and if you are unsure of whether you have all necessary authority and power to grant the rights to us contained herein, we strongly encourage you to seek the advice of independent legal counsel.

You further represent and warrant that Your Assets comply with all applicable laws, rules, and regulations, and any third party agreements to which you are subject, including, but not limited to the provisions of any agreement you may have or are a party to with any performance rights organization throughout the Territory (e.g., SOCAN, ASCAP, BMI, SESAC, GEMA, etc.), SoundExchange, unions, guilds, record labels, distribution companies, and publishing and/or publishing administration companies (collectively, "Third-Party Agreements"). It is your sole responsibility to inform and provide the requisite notice pursuant to all Third-Party Agreements of the relevant portions of the grant of rights you have made herein.

For the sake of clarity, you acknowledge and agree that you are waiving all rights to any type of compensation from our use and/or exploitation of Your Assets, including, but not limited to public performance royalties, mechanical royalties, synchronization royalties, neighboring rights, re-use fees or the like, and that no fees or payments of any kind whatsoever shall be due from us to any third party for our exploitation of Your Assets.

FOR THE AVOIDANCE OF DOUBT, YOU ARE RESPONSIBLE FOR OBTAINING ALL MECHANICAL LICENSES NEEDED FOR YOUR ASSETS. WE INCUR NO RESPONSIBILITY OR LIABILITY IN RESPECT OF COVER SONGS FOR WHICH MECHANICAL LICENSES ARE REQUIRED.

### **Your Responsibilities**

You are responsible for your conduct and Your Assets. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not use the account, username, or password of someone else at any time. We shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge.

Content in the Services may be protected by others' intellectual property rights. You may not copy, upload, download, or share content unless you have the right to do so. We may review your conduct and content for compliance with the terms of this Agreement, although we have no obligation to do so. We are not responsible for the content people post and share via our Services.

You are prohibited from violating or attempting to violate any security features of the Services including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Services or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Services, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Services to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using Services; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by us in providing the Services.

### **Claims of Copyright Infringement and Take-Down Notices**

We expeditiously respond to notices of alleged copyright infringement if they comply with the law. We reserve the right to delete or disable access to content alleged to be infringing and terminate accounts of repeat infringers.

If you believe that your work has been copied in a way that constitutes copyright infringement, please submit your complaint in writing and provide us with this information:

- A physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

This information should be sent to our designated agent for notices of alleged copyright infringement:

Copyright Compliance Department  
HotDrop LLC  
C/O: GoldMark Partners LLP  
300 First Avenue, Suite 200

Needham, MA 02494  
Phone: (617) 894-8535  
Email: [copyright@hotdropapp.com](mailto:copyright@hotdropapp.com)

Alternatively, you may submit your claim of copyright infringement directly to us through the following link: [www.hotdropapp.com/dmca](http://www.hotdropapp.com/dmca)

Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed.

### **Fraudulent, Infringing, or Illegal Activities**

If we believe, in our sole discretion, that you might be using our Services for fraudulent, infringing, or other illegal activities, we have the right to remove Your Assets and suspend or terminate your access to our Services without prejudice, waiver or any other limitations to any rights and remedies we may have at law or in equity. If we decide, in our sole discretion, to reinstate any of Your Assets to our Services, the permissions and licenses you have granted to us by this Agreement shall be automatically reinstated.

### **Warranties, Representations, and Indemnities**

If you use our Services, you warrant and represent that: (a) you are at least fourteen (14) years of age and have the prescribed age to lawfully enter into and form contracts under applicable law (and if you are under the prescribed age in the country where you reside, you have reviewed this Agreement with your parent or guardian to ensure you understand and are legally able to agree to be bound therewith, your acceptance thereof meaning that you represent and warrant that you are legally able to bind yourself by this Agreement); (b) you have the right and authority to enter into this Agreement and to grant us all rights specified; and (c) your use of Your Assets as provided for in this Agreement will not violate any federal, state, municipal, or other law.

You shall defend (at our written request), indemnify, save and hold harmless us and our affiliates, partners, licensee, sublicensees assigns, and each of our and their employees, contractors, directors, members, shareholders, managers, and representatives, from any and all liabilities, claims, damages, losses, and expenses, including reasonable attorneys' fees and court costs, that arise from or relate to your (a) use or misuse of, or access to our Services, (b) any breach or alleged breach by you of any of the terms and conditions contained in this Agreement and/or applicable laws; and/or (c) any claim that is inconsistent with your representations and warranties contained in this Agreement. We reserve the right to assume the exclusive defense and control of any matter to which you owe us an indemnity, and you agree to assist and cooperate with us in asserting any available defenses at your sole cost and expense.

### **Termination of Services**

You are free to stop using our Services at any time. We also reserve the right to suspend or terminate the Services at any time at our discretion and without notice. For example, we may suspend or terminate your use of the Services if you do not comply with the terms of this

Agreement, use the Services in a manner that would cause us legal liability, disrupt the Services, and/or disrupt others' use of the Services.

### **Confidentiality**

You understand that, while using our Services, you may have access to certain of our confidential information. You agree to keep such information confidential.

### **Disclaimer of Warranty and Limitation of Liability**

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, HOTDROP MAKES NO WARRANTY OR REPRESENTATION REGARDING THE SERVICES, INCLUDING THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE, SOFTWARE, CONTENT OR DATA PROVIDED BY YOU OR THIRD PARTIES, THAT THE SERVICES WILL BE UNINTERRUPTED, WITHOUT PROBLEMS OR ERROR FREE, OR THAT ALL ERRORS IN THE SERVICES WILL BE CORRECTED. HOTDROP PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE".

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, HOTDROP'S WARRANTIES AND REMEDIES (IF ANY) EXPRESSLY SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE, CUSTOM, ORAL OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING, BUT NOT LIMITED, TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, AVAILABILITY, PERFORMANCE, COMPATIBILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL HOTDROP, ITS AFFILIATES, ITS OFFICERS, ITS DIRECTORS, ITS SHAREHOLDERS, ITS MANAGERS, ITS EMPLOYEES, ITS AGENTS, ITS SUPPLIERS, ITS LICENSORS AND ITS LICENSEES HAVE ANY LIABILITY, WHETHER BASED IN CONTRACT, DELICT OR TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, FOR DIRECT, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR (DIRECT OR INDIRECT) LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF, OR UNAUTHORIZED ACCESS TO, OR DISCLOSURE OF INFORMATION OR DATA OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THE SERVICES, WHETHER FORESEEABLE OR NOT, AND EVEN IF HOTDROP HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT HOTDROP IS FOUND LIABLE TO PAY YOU ANY DAMAGES, HOTDROP'S TOTAL CUMULATIVE LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED US \$100. THE ABOVE LIMITATIONS OF LIABILITY WILL NOT BE AFFECTED EVEN IF ANY REMEDY PROVIDED HEREIN SHALL FAIL ITS ESSENTIAL PURPOSE.

## **Modifications**

We may revise this Agreement from time-to-time, in our sole discretion, and will always post the most current version on our Services. If a revision meaningfully reduces your rights, we will notify you (for example, by sending a message to the email address associated with your account, or posting on our blog or on our Services). You agree to review the terms of this Agreement from time-to-time and, in any case, each time we will notify you of changes thereto and you agree to be bound by the revised terms of this Agreement by continuing to use or access the Services after the revisions come into effect. If at any time you find the terms of this Agreement unacceptable, you must immediately cease all use of the Services.

## **General Provisions**

This Agreement shall be governed by and construed by the laws applicable in the Commonwealth of Massachusetts. Parties hereby irrevocably submit and attorn to the jurisdiction of the Courts in the Commonwealth of Massachusetts.

This Agreement is the entire and exclusive agreement between HotDrop and you regarding the Services, and this Agreement supersedes and replaces any prior agreements between HotDrop and you regarding the Services.

You shall not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder to any third party without the prior written consent of HotDrop, which consent is within HotDrop's sole discretion. No assignment or delegation by you shall relieve or release you from any of your obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by each HotDrop and you, and their respective successors and assigns. HotDrop shall be allowed to assign this Agreement to any third party without requiring your consent.

Nothing in this Agreement shall constitute a partnership or joint venture between you and HotDrop.

If a particular provision of this Agreement is held to be invalid within a given jurisdiction by a court of competent jurisdiction, the provision shall be deemed severed from this Agreement for that jurisdiction and shall not affect the validity of this Agreement as a whole.

This Agreement is in English and all modifications thereof can and will be made in English.

## **Notice For California Users**

Under California Civil Code Section 1789.3, users of the Services from California 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 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.



## **Contact**

If you have any customer service inquiries, concerns, questions or complaints regarding this Agreement, please contact HotDrop at:

HotDrop LLC  
C/O: GoldMark Partners LLP  
300 First Avenue, Suite 200  
Needham, MA 02494