

TERMS OF USE FOR ARTISTS

The Artist or Manager may only use the Platform having acquainted with the General Terms of Use and the Terms of Use for Artists and accepted the terms and conditions prescribed there. If the Artist or Manager fails to accept any Terms of Use, he/she may use neither the Platform nor the Services. Accepting the Terms of Use, the Artist or Manager declares in particular that he/she uses the Platform within the frames of his/her professional or business activity.

Unless these Terms of Use for Artists state otherwise, provisions referring to Users in accordance with the General Terms of Use are applicable to Artists and Managers. These Terms of Use for Artists constitute, accordingly, amendment or supplement to the General Terms of Use. In particular, if these Terms of Use involve terms not explained in the definitions below, then you should refer to the General Terms of Use. If, however, the wording of these Terms of Use is contrary to the General Terms of Use with regard to Artists and Managers, these Terms of Use for Artists will prevail. Wherever this Agreement mentions "Terms of Use", this means that a particular provision refers to both the General Terms of Use and the Terms of Use for Artists.

Other terms used in the Terms of Use for Artists and Managers have the following meanings:

Agreement	an agreement concluded by and between OPUS and an Artist or Manager, the subject matter of which is Artist's or Manager's use of the Platform and the Sales Channel, the general provisions of which are prescribed in these Terms of Use
Commercial Account	a service provided by OPUS against charge by electronic means; a part of the Platform assigned individually to an Artist or Manager; pursuing any professional or business activity through the Platform or conducting any activity within the frames of the Platform which is to contribute to promotion of any professional or business activity is possible through the Commercial Account only.
Commission	a service fee due to OPUS from Artists and Managers for the provision of Platform functionalities collected in the form of commission
Sales Channel	a part of the Platform assigned to Artists and Managers within the frames of which Artists present their works, such as music or podcasts, administered by the Artist or Manager and subject to his/her constant control
Settlement Period	a calendar month
Terms of Use for Artists	these Terms regulating the provision of the Services for Artists and Manager and the use of the Platform by Artists and Managers

1. GENERAL TERMS AND CONDITIONS OF PROVISION OF SERVICES

- 1.1. OPUS may make the Commercial Account registration conditional upon authentication of data provided by the Artist or Manager or a person representing the Manager in the course of registration. In particular, OPUS is entitled to verify the application to register the Commercial Account by requesting the User to send documents to confirm authenticity of the registration
- 1.2. By sending the Commercial Account registration application, the person representing the Artist or Manager declares that he/she acts upon commission of the Artist or Manager and is therefore duly authorized to act for and on behalf of the Artist or Manager.

- 1.3. Upon our confirmation by OPUS of successful registration of the Commercial Account, an Agreement, in this the agreement for the operation of the Commercial Account and Sales Channel, is concluded between the Artist or Manager and OPUS, provided that the given person confirms his/her authorisation or authority to create the Account and conclude the Agreement. If the person is not authorised or has no authority in the necessary scope, then the Agreement is invalid.
- 1.4. OPUS may terminate the Agreement with immediate effect and remove the Commercial Account if:
(a) the Artist or Manager infringes the provisions of the Terms of Use or applicable law; (b) the Artists and Managers undertake actions to the detriment of other Users, third persons or OPUS; (c) if the quality of Artist's works is below the standards commonly accepted in the industry; (d) OPUS has doubts as to reliability of the Artist or Manager; (e) the Artist or Manager fails to fulfil his/her legal obligations, in particular in the scope of copyrights; (f) circumstances arise which may be deemed an act of unfair competition or unfair business practice committed by Artists and Managers within the Platform; (g) actions of the Artist or Manager are contrary to the idea of the Platform. Provisions of the point 2.2 and 11.2 of the General Terms of Use shall apply accordingly.
- 1.5. OPUS will notify the Artist or Manager on deletion of the Account/termination of the Agreement in an e-mail sent to the e-mail address, at the same time providing the reason.
- 1.6. As a result of termination of the agreement for the operation of the Account and/or termination of the Agreement upon notice or its termination otherwise, any information provided on the Platform in connection with the provision of the Services for the account of Artists and Managers and the Content from the Sales Channel will be removed and the Artist or Manager will irretrievably lose access to them.
- 1.7. OPUS is not liable for any damage caused by unintentional fault, whereby OPUS' liability is in each case limited to actual losses incurred by Artists and Managers. OPUS' liability towards Artists and Managers is in each case limited to the amount of EUR 1,000.
- 1.8. The Artist or Manager may not assign his/her rights and obligations resulting from the Agreement without OPUS' prior consent.
- 1.9. Artist and Manager agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including written communications. All Agreements are hereby incorporated by reference into these Artists Terms.
- 1.10. In the remaining scope the provisions of the General Terms of Use pertaining to Accounts are applied accordingly to Commercial Accounts.

2. CONTENT

- 2.1. Upon provision of the Content on the Platform, under the Use Agreement the Artist or Manager grants a worldwide licence with the right to grant sublicenses to that Content in order to enable Users to use it in line with the Platform functionalities. The foregoing covers in particular playing music, creating playlists (public or private), adding songs/albums/playlists to User's library, sending them to other Users, sharing them in the Internet. The licence term is limited to the time during which the Artist or Manager holds the Account on the Platform.
- 2.2. This licence is independent of the licence granted to OPUS referred to in the General Terms of Use which is to serve promotion and marketing of the Platform.
- 2.3. The Artist/Manager warrants to OPUS and undertakes that with regard to the Content (1) he/she has the right to publish such Content and grant OPUS the rights to the Content as prescribed in the Terms of Use, and that this warranty will remain valid throughout the entire Agreement term, (2) the Content provided by the Artist/Manager does not suggest any relation between OPUS and the Artist/Manager or any support for him/her or Artist's/Manager's content from OPUS or any other artist, band, label, entity or person without express written consent of such person or entity.
- 2.4. The Artist/Manager warrants that OPUS will not have to pay any licence fees and that OPUS will not seek any other fees to the benefit of a third party on account of reproduction, distribution, public display, public playing or other use of the Content within the Platform. If such entity raises such claim

against OPUS, then the Artist/Manager undertakes to satisfy the claim, in particular to cover the mentioned payment.

- 2.5. The Artist/Manager grant OPUS the non-exclusive, irrevocable, fully paid, worldwide right to use the Artist's name and likeness on the Platform and in OPUS' marketing communications to advertise, market and promote the availability of the Artist's Content on the Service.

3. SALES CHANNEL

- 3.1. Only the Artists and Managers with active Commercial Accounts may operate the Sales Channels.
- 3.2. OPUS may also remove a Sales Channel within the frames of which no activity was recorded within a period no shorter than 3 months. The Artist or Manager will be notified on removal of the Account due to lack of activity via e-mail. OPUS will cancel the removal of the Account, if the Artist or Manager immediately appeals against such decision indicating the reason for which the Sales Channel should be maintained within the Platform.
- 3.3. The Artist or Manager is only liable for what is happening within the frames of and also through his/her Commercial Account. In particular, he/she is fully and independently liable against OPUS, Users and third persons for the information posted in the Sales Channel and any damage resulting from the use of such information.
- 3.4. OPUS does not give any commercial guarantee. In particular, OPUS may not guarantee the sales effectiveness of Artists and Managers and may not be held liable by Artists and Managers in connection with lack of the sales effectiveness of the Platform.

4. CONSIDERATION OF THE SERVICE PROVIDER

- 4.1. OPUS aims to deduct a commission of no more than 30% out of the artist revenue. Commission fee will be determined on the basis of tests of the beta version and will be implemented with the launch of OPUS Player on the Ethereum mainnet network. The Artist or Manager agrees to deduct the Fee amount from the payment payable by Users.
- 4.2. OPUS may change the Fee what will not constitute amendment to the Agreement. In the case of failure to terminate the Agreement upon the expiration of the Subscription Term, the new Fee will become binding upon Artists and Managers as of the beginning of the subsequent Settlement Period.

5. MAINTENANCE BREAKS

- 5.1. For the purpose of carrying out maintenance or modernisation works, OPUS reserves the possibility of maintenance breaks in access to the Platform. OPUS will take every effort so that the maintenance breaks are no longer than 12 hours, and will only be carried out at night between 10pm and 6am GMT+1. OPUS is not liable for lack of availability of the Platform during a maintenance break. For the purpose of carrying out maintenance or modernisation works, OPUS reserves the possibility of maintenance breaks in access to the Platform. OPUS will take every effort so that the maintenance breaks are no longer than 12 hours, and will make every effort to ensure that that maintenance breaks will only be carried out at night between 10 pm and 6 am CET/CEST. OPUS is not liable for lack of availability of the Platform during a maintenance break.

6. STATISTICS AND OTHER INFORMATION

- 6.1. Even if we take every effort to ensure accuracy of the data about Users rendered available to Artists/Managers as part of the Account, we do not guarantee that such information is error-free. The Artist/Manager uses such data at his/her own discretion and risk.

7. LIABILITY

- 7.1. Neither OPUS nor its legal successors or entities affiliated with OPUS or employees and agents of OPUS are to be held liable for any actions, omissions and results thereof, in this damage caused as a result of any action or omission (including statement) of the Artist/Manager which takes place

before, during or after completion of his co-operation within the Platform or which involves his/her use of the Platform.

- 7.2. Thereby, the Artist/Manager undertakes that third persons will not give raise to any claims against OPUS connected with the grounds and circumstances mentioned above, and if such claims arise, then they undertake to immediately (upon first request of OPUS) release OPUS from participation in such relation with the third person by satisfying the claims of the third person or, as applicable, leading to resolution or amicable settlement of the case. OPUS enjoys the right to claim full redress of damage on general terms, and the Artist/Manager is obliged to provide the performance (or a specific conduct) also if the amount or type and scope of the damage may be determined and OPUS has not yet undertaken any actions to redress it.
- 7.3. The Artist/Manager is to be held fully liable for any possible damage caused to OPUS as a result of the use of the Platform and in good faith, relying on the representations and warranties made by the Artist/Manager. In particular, the Artist/Manager is to be held liable on general terms for any infringement of personal interests, copyrights, derivative rights, related rights and other third-persons rights attributable to him/her and committed as a result of the use of the Platform, and undertakes to satisfy justified claims of third persons resulting from infringement of those rights and interests, in this infringement committed in connection with exploitation of intangible assets in line with the scope of the rights granted to OPUS and on that account directed to OPUS and its legal successors. The Artist/Manager will reimburse to OPUS, within 14 days from receiving a relevant request, any justified costs incurred by OPUS, as well as take over any claims of third persons raised against OPUS in connection with infringement of any rights of third persons, in particular intellectual property rights, resulting from the fact that the Artist/Manager has not been authorised to license music uploaded to the Platform, or from permissions or consents prescribed herein, or from the fact that the Artist/Manager's representations made herein have proven to be false.
- 7.4. The Artist/Manager represents that he/she is aware of possible consequences which may be connected with his/her participation in the Platform operation and the terms and conditions of participation in the Platform, and does not make any pretences on that account against Platform and its legal successors during the co-operation between the Parties and operation of the Platform, as well as upon their end, waiving his/her right thereto for the future. OPUS and its legal successors are not to be held liable for any consequences of the Artist/Manager's participation in the Platform operation.

8. AMENDMENT TO THE TERMS OF USE

- 8.1. OPUS may amend these Terms of Use for Artists and Managers at any time. Any amendment to these Terms of Use for Artists and Managers does not constitute amendment to the General Terms of Use. The Artists and Managers will be notified on any amendment to these Terms of Use via e-mail sent to the address at which the Commercial Account is registered 7 (seven) days before the new Terms of Use come into effect. If within that time the Artist or Manager fails to terminate the Agreement or remove the Commercial Account, this will mean that he/she accepts the amended Terms of Use for Artists and Managers without reservations.

9. DISPUTES

- 9.1. The Artist/Manager and OPUS acknowledge that any disputes, claims or controversies between the Artist/Manager and OPUS arising in connection with or in any manner referring to those Agreements or the relation between the Artist/Manager and OPUS (irrespective whether this results from contract, tort, statute, fraud, misleading or any other legal theory and whether the claims arise within the agreement term or upon its termination) will be settled by mandatory, binding and individual arbitration. The Artist/Manager and OPUS further acknowledge that an arbiter will hold the exclusive right to adjudicate with regard his/her own competence, including any charges related to existence, scope and validity of the arbitration agreement or arbitration of any claim or counterclaim. Other

issues related to the arbitration are set out in the General Terms of Use. This arbitration clause will not be applicable upon termination of Agreements.

- 9.2. Whenever a case is not subject to settlement by an arbitration court, any dispute resulting from or connected with the Agreement or Terms of Use will be ultimately settled by a common court in Warsaw

10. FINAL PROVISIONS

- 10.1. In the scope not regulated by these Terms of Use for Artists and Managers, the General Terms of Use are applicable.
- 10.2. Artist/Manager agree that no joint venture, partnership, employment, or agency relationship exists between Artist/Manager and OPUS as a result of the Agreements or use of the Platform.
- 10.3. OPUS has the right to modify the elements and functionalities of the Platform or the Services at any time, whereby it guarantees that they will not entail deterioration of the quality of the Services. Such modification will not constitute amendment to the Agreement.
- 10.4. OPUS does not guarantee any technical support, and therefore it is not obliged to provide Artists and Managers with any support, including technical support related to the use of the Services or the Platform.
- 10.5. If any of the provisions of the Terms of Use conflicts with other or is inaccurate, then OPUS is entitled to interpret the Terms of Use in a manner which is binding upon Artists and Managers. If any provision of these Terms of Use proves invalid in part or entirely, then the other provisions will remain effective, whereas the remaining part of the Terms of Use will be interpreted in such a manner so as its legal effect and economic implications to the highest extent correspond to those of the invalid provisions.