

Welcome to the Soundrop® Terms of Use.

These terms and conditions (“Terms of Use”) are a contract between you and Audio & Video Labs, Inc. dba Soundrop (“Soundrop”) governing your use of the Soundrop website located at www.Soundrop.com and under any of its subdomains, along with your use of any and all applications, products, platform/technical integrations, subscriptions, application programming interfaces, graphics, audio, video, images, and any other content displayed on or accessed through Soundrop, regardless of whether accessed through the website or a third party platform (each, a “Service” and collectively, the “Services”).

Throughout these Terms of Use, "Soundrop" "us" "our", and "we" refers to Audio & Video Labs, Inc. and its affiliates; and "you" or "User" refers to you, our user -- anyone who uses, joins, visits, purchases from, subscribes to, secures licenses through, or otherwise interacts with Soundrop.

1. Acceptance of Terms of Use

Since you may access a range of Services through Soundrop, we ask you to review and accept the supplemental terms (“Supplemental Terms”) that apply to your interaction with each specific Service listed below in Section 2. To the extent those Supplemental Terms conflict with these Terms of Use, the Supplemental Terms associated with a Service govern with respect to your use of such Service.

These Terms of Use, together with our Privacy Policy, Copyright Policy, and any relevant Supplemental Terms, constitute the entire Agreement between you and Soundrop pertaining to the Services, and may not be changed, waived, or terminated by you except by an instrument in writing signed by you and Soundrop. Please note that these Terms of Use apply only to Soundrop's Services and that you should carefully review any additional terms and conditions that may apply to your use of third party products or services in connection with Soundrop.

Upon accepting these Terms of Use and any applicable Supplemental Terms, subject to your full compliance with the Terms of Use and Supplemental Terms, you are granted a revocable license for the sole purpose of accessing our Services. You acknowledge that your access to the Services is subject to the Terms of Use to which you have agreed, and subject to change, suspension, modification, or discontinuation at any time. Any new features or tools added to the current Services will be also be subject to these Terms of Use. You are responsible for checking this page from time to time for any updates or changes to the Terms of Use and Supplemental Terms that may impact you.

2. Overview of the Services and Supplemental Terms

Soundrop is continually improving its existing Services, as well as developing new Services to meet the needs of its users. By using or accessing any of the Services offered by Soundrop listed below, you

agreed to the Supplemental Terms that govern your use of and access to the relevant Service. If you access Soundrop's digital distribution and licensing services you must review and agree to the Music Services Agreement, as well as comply with our Community Guidelines.

3. Your Soundrop Account

In order to access certain features of the Services, you must create and/or sign into a member account ("Soundrop Account" or "Account") of your own. There may be only one, exclusive account holder per account. Use of another's account is not permitted. When creating your account, you must provide accurate and complete information.

You are solely responsible for the activity that occurs in your Soundrop Account. You also hereby represent and warrant that you will ensure that your Soundrop Account information, including your e-mail address, is kept accurate and up-to-date at all times during the life of your Soundrop Account. You are also responsible for maintaining the security of your account password, as well as the passwords of any third party services that you may have elected to link to your account, e.g., Facebook and Twitter.

You agree to notify Soundrop immediately of any breach of security or unauthorized use of your account. You may be liable for the losses of Soundrop or others due to such unauthorized use or any other use in violation of these Terms of Use. We reserve the right to reclaim Soundrop Accounts on behalf of businesses or individuals that hold legal claim or trademark on those accounts or reassign Soundrop accounts after a period of inactivity of 18 months or longer.

You acknowledge, consent, and agree that Soundrop may access, preserve, and disclose your Account information and your content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to a claim that any of your content violates the rights of third parties; (iv) to respond to your requests for customer service; or (v) to protect the rights, business interests, property or personal safety of Soundrop and its employees and users, and the public.

Please review our Privacy Policy page for information regarding security, confidentiality, and what we do with the data you provide us.

4. Your Use of Soundrop

You represent and warrant that you have the right and authority to agree to these Terms of Use and any Supplemental Terms to which you may also agree. You must also be fully able and competent to enter into and abide by the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and be able to abide by and comply with these Terms of Use. By using Soundrop, you affirm that you are an individual who has reached the age of 13 years.

You may not use Soundrop for any illegal or unauthorized purposes. You may not use the Services in a way that could damage its content or impair its operation in any way. You agree not to access, or attempt to access, any of the Services by any means other than through the interface that is provided by Soundrop, unless you have been specifically allowed to do so in a separate agreement by Soundrop. You specifically agree not to access, or attempt to access, any of the Services through any automated means, including use of scripts, bots, or intelligent agents, engaging in search indexing in accordance with our Robot Exclusion Protocol, or accessing any application programming interfaces, or so-called "APIs", that we have provided in accordance with our API rules.

5. Content Rights

Soundrop is committed to protecting the rights of the artists, songwriters, and copyright owners.

Please note that Soundrop is not paid for, responsible for, or involved with the production of any music or content licensed through or made available using the Services. We are not paid by users for content, but rather for access to and use of our Services. We do not select or review the content submitted to Soundrop unless it is necessary to resolve an issue, fulfill a licensing request or respond to an inquiry.

We make it our top priority to remove infringing, defamatory, offensive, or abusive content upon request. If you notify us of content that infringes your intellectual property rights or the intellectual property rights of a third party, or content that violates our policies, we will review your request and block infringing content from Soundrop within seven (7) business days. You can visit our Copyright Policy page to learn more about how we deal with copyrighted material and how we comply with the Digital Millennium Copyright Act.

6. Our Intellectual Property

Soundrop owns and retains all right, title and interest in and to the Services, and all related technology, materials, data, tools, widgets, user activity reports, intellectual property, programming, development and design, including but not limited to the front and backend systems, visual design, internet website, accompanying databases and domains. This Agreement does not transfer any ownership rights in any of the foregoing to you or any third party.

Notwithstanding any material posted or uploaded by users, all of the content on the Soundrop website, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features, designs, trademarks, service marks, trade dress, and logos contained herein (marks), is owned by or licensed to Soundrop, subject to copyright and other intellectual property rights under the law. Content on the website is provided to you on an "as is" basis for your information and personal use only and may not be copied, reproduced, distributed, transmitted, displayed, publicly performed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective rights holders.

7. Our Brand

Soundrop is a registered trademark. The rights granted under these Terms of Use do not include any general right to use the Soundrop marks or logos (collectively, the "Soundrop Marks"). However, we may occasionally provide buttons, logos, and other branding elements featuring certain Soundrop Marks for use in attribution, advertising, promotion, marketing of the Services, available for your use in accordance with the Logo and Brand Guidelines we provide.

If you decide to use the name "Soundrop" in a written description of the Services, you should capitalize only the "S" in the name ("Soundrop"), and follow the name with a superscript "®" symbol indicating a registered trademark the first time that the name appears in any piece of text.

8. Limitations of Liability

You expressly understand and agree that Soundrop and its subsidiaries, affiliates, officers, agents, employees, partners, and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for losses (even if we have been advised of the possibility of such damages), resulting from:

- The use or the inability to use the Services
- The costs of procurement of substitute goods, services purchased or obtained, or messages received or transactions entered into through or from the Services
- Unauthorized access to or alteration of your transmissions or data
- Statements or conduct of any third party on the Services; or
- Any other matter relating to the Services

9. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICES IS AT YOUR DISCRETION AND RISK. WE DISCLAIM ANY RESPONSIBILITY FOR THE DELETION, THE FAILURE TO STORE, OR FAILED OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL. WE DISCLAIM ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM ACCESSING INFORMATION OR MATERIAL ON THE INTERNET USING SOUNDROP. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

SOUNDROP AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; THE RESULT THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE

SERVICES WILL MEET YOUR EXPECTATIONS; OR THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF SOUNDROP IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SOUNDROP INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AUDIO & VIDEO LABS, INC. OR THROUGH OR FROM THE SERVICES SHALL CONSTITUTE LEGAL OR PROFESSIONAL COUNSEL, OR CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

10. Indemnification

You agree to indemnify and hold Soundrop and its subsidiaries, affiliates, officers, agents, employees, partners, and licensors harmless from any claims, losses, damages and expenses, including court costs and reasonable attorney's fees, made by any third party due to or arising out of content you make available through the Services, your use of the Services, your connection to the Services, your violation of these Terms of Use, or your violation of any rights of another party.

11. Additional Important Terms

We shall have the right to assign this Agreement at any time to any person or entity. These Terms of Use are binding upon and shall inure to the benefit of our respective successors and/or assigns.

In the event that a dispute arises between the parties to these Terms of Use, Soundrop shall have the right to demand that the parties participate in at least four hours of mediation in accordance with the rules and procedures of United States Arbitration & Mediation. The parties shall share equally in the costs of the mediation.

This Agreement shall be governed by and be construed in accordance with the laws of the State of Oregon, without regard to the conflicts of laws principles thereof. The parties hereby consent to the exclusive jurisdiction of and venue in the federal and state courts located in Oregon and in Multnomah County.

Any questions you may have or requests to discuss individual account needs may be sent to support@Soundrop.com.

Last Updated – August 31, 2016

Privacy Policy - Soundrop

Audio & Video Labs, Inc. dba Soundrop ("Soundrop") knows that you care about how your personal information is used and shared, and we take your privacy seriously. Please read the following to learn more about our privacy policy. By visiting the Soundrop managed domains (including, but not limited to, www.Soundrop.com) and websites or domain name, or any other linked pages, features, content, or application services offered from time to time by Soundrop in connection therewith (collectively, the "Website"), submitting information, or using any of our services, you acknowledge that you accept the practices and policies outlined in this privacy policy (the "Privacy Policy").

WHAT DOES THIS PRIVACY POLICY COVER?

This Privacy Policy covers Soundrop's treatment of information that Soundrop gathers when you are accessing Soundrop's Website and when you use Soundrop services as a consumer or customer (the "Information"). Also, this Privacy Policy covers Soundrop's treatment of your information that Soundrop's business partners share with Soundrop. This Privacy Policy does not apply to the practices of third parties that Soundrop does not own or control (such as third-party websites that you may access from the Website), or to individuals that Soundrop does not employ or manage.

WHAT INFORMATION DOES SOUNDROP COLLECT?

The Information we gather from consumers and customers enables Soundrop to personalize and improve our services and to allow our consumers and customers to set up accounts on the Website. In connection with the Website, we request and display some Information to other consumers and visitors of the Website, which allows consumers to identify artists, services and goods on the Website. We collect the following types of information from our consumers and customers.

Information You Provide to Us:

We receive and store any information you enter on our Website or provide to us in any other way. The types of Information collected include, without limitation, your full name, email address, mailing address, phone number, IP address, browser information, password, contact information, credit card or bank account information, transactional information based on your activities on the Website, and media consumed on the Website including, but not limited to, media viewed, played, downloaded, uploaded, and shared. You can choose not to provide us with certain information, but then you may not be able to take advantage of many of our special features.

Information Collected Automatically:

We receive and store certain types of information whenever you interact with our Website or services. Soundrop automatically receives and records information on our server logs from your browser including your IP address, Soundrop cookie information, the page you requested, and the media and services you have consumed (e.g., viewed, played, downloaded, uploaded, and shared).

Generally, our service automatically collects usage information, such as the numbers and frequency of visitors to our site and its components, similar to TV ratings that indicate how many people watched a particular show. This type of data enables us to figure out how often consumers and customers use parts of the Website or services so that we can make the Website appealing to as many consumers as possible, and improve those services.

This site uses the ClickTale customer experience analytics service. The ClickTale service helps us analyze how visitors use our Website. We do not collect through the ClickTale service or transfer to ClickTale any personal identifiable information. We only use the ClickTale service to record, on a completely anonymous basis, information such as mouse clicks, mouse movements, scrolling activity as well as non-Personally Identifiable Information text you type in this website. ClickTale does not create a user profile for the purpose of tracking a user across unrelated web sites and will only use such information pursuant to its Privacy Policy (located at http://www.clicktale.com/privacy_service.aspx). You can choose to disable the ClickTale service at <http://www.clicktale.net/disable.html>.

WHAT ABOUT COOKIES?

Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your browser to enable our systems to recognize your browser and tell us how and when pages in our site are visited and by how many people. Soundrop cookies do not collect Information, and except as necessary to investigate claims of fraud or other misconduct or as otherwise necessary to track purchases for purposes of calculating credit under our affiliate program, we do not combine the general information collected through cookies with other personal Information to tell us who you are or what your screen name or email address is.

Most browsers have an option for turning off the cookie feature, which will prevent your browser from accepting new cookies, as well as (depending on the sophistication of your browser software) allowing you to decide on acceptance of each new cookie in a variety of ways. We strongly recommend that you leave the cookies activated, however, because cookies enable you to take advantage of some of our Website's most attractive features.

Ads and offers appearing on the Website may be delivered to consumers and customers by our advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This Privacy Policy covers the use of cookies by Soundrop and does not cover the use of cookies by any advertisers or other third parties with whom Soundrop may work. Soundrop does not access or control such third party cookies; please refer to those companies' privacy policies.

HOW DOES SOUNDROP USE MY INFORMATION?

The Information you provide is used for purposes such as responding to your requests for certain products and services, customizing the content you see, communicating with you about specials, sales offers, and new features, and responding to problems with our services.

Soundrop may use all of the Information that we collect from our users to understand usage trends and consumer and customer preferences, to improve the way the Website works and looks, to improve our marketing and promotional efforts, and to create new features and functionalities.

Soundrop may use automatically collected information and cookies information to: (a) remember your information so that you will not have to re-enter it during your visit or the next time you visit the Website; (b) provide custom, personalized advertisements, content, and information; (c) monitor the effectiveness of our marketing campaigns; and (d) monitor aggregate usage metrics such as total number of visitors and pages viewed.

Soundrop may use your email address or other personally identifiable information provided by you for promotional purposes or to communicate with you with information about a specific program or feature you have elected to participate in or receive information about.

WILL SOUNDROP SHARE ANY OF THE INFORMATION IT RECEIVES?

Information about our consumers and customers is an integral part of our business, and we may share such Information with our corporate parent or other affiliated entities. Except as expressly described below, we neither rent nor sell your Information to other people or nonaffiliated companies. We may share your Information when we have your permission, and we may share your Information under the following circumstances:

We provide Information, (i) to the content owners (e.g., artists and record labels) that relates to their fans (e.g., regarding which fans are consuming and sharing what pieces of media at what levels), subject to the ability of such fans to opt-out of promotional communications, and (ii) we may provide aggregate information to our partners about how our consumers or customers, collectively, use our site (e.g., we share this type of statistical data so that our partners also understand how often people use their services and our Website, so that they, too, may provide you with an optimal online experience).

Affiliated Artists and Rightsholders We Do Not Control: We are affiliated and work closely with a variety of artists and rightsholders (e.g., record labels, music publishers, etc.). In certain situations, these businesses sell items to you through Soundrop's Website, for example, the labels, musicians and other artists from which you purchase or use products or services through the Website. In other situations, Soundrop provides services, or sells products jointly with affiliated businesses. We will share Information that is related to such transactions with that affiliated business unless you expressly opt-out of such disclosure.

Third Party Service Providers: We employ other companies and people to perform tasks on our behalf and need to share your information with them to provide products or services to you. Examples of such

information include, without limitation, fulfilling orders, delivering packages, sending postal mail and email, analyzing data, processing credit card information, and providing customer service. Unless we tell you differently, such third party service providers do not have any right to use Information we share with them beyond what is reasonably necessary to assist us. You hereby consent to our sharing of Information for the above purposes.

Business Transfers: If Soundrop, or all or any portion of its business or assets, are acquired, sold, or otherwise transferred, including in any merger or other transaction, or in the unlikely event that Soundrop goes out of business or enters bankruptcy, consumer and customer Information would be one of the assets that is transferred to or acquired by the successor or acquirer (or a third party through bankruptcy). You acknowledge and agree that such transfers may occur in any of these circumstances, and that any acquirer or successor or other party acquiring all or any portion of Soundrop's business or assets may continue to use your Information as set forth in this policy.

Protection of Soundrop and Others: We may release Information when we believe in good faith that release is necessary to comply with any applicable laws, rules or regulations; enforce or apply our conditions of use and other agreements; or protect the rights, property, or safety of Soundrop, our employees, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.

Opt-In for Promotions: We do not share personally identifiable information with other third-party organizations for their marketing or promotional use without your consent or except as part of a specific program or feature for which you will have the ability to opt-in.

With Your Consent: Except as set forth above, you will be notified when your Information may be shared with third parties, and will have the option of preventing the sharing of this information.

IS INFORMATION ABOUT ME SECURE?

Your Soundrop account Information is protected by a password for your privacy and security. You need to protect unauthorized access to your account and Information by selecting and protecting your password appropriately and limiting access to your computer and browser by signing off after you have finished accessing your account. If you share your password or your Information with others, remember that you are responsible for all actions taken in the name of your account. If you lost control of your password, you may lose substantial control over your Information and may be subject to legally binding actions taken on your behalf. Therefore, if your password has been compromised for any reason, you should immediately notify Soundrop and change your password.

Soundrop attempts to protect user information to ensure that user account information is kept private; however, Soundrop cannot guarantee or ensure the security of user account information. Not even the U.S. government appears capable of securing highly sensitive personal and national security information from unauthorized access, use, and exploitation. Unauthorized entry or use by third parties, hardware or software failure, and other factors may compromise the security of user information at any time, including your Information.

WHAT INFORMATION CAN I ACCESS?

Soundrop may allow you to access certain information about you through your accounts, for the purpose of viewing, and in certain situations, updating that information.

WHAT CHOICES DO I HAVE?

As stated previously, you can always opt not to disclose Information to us; provided, however, that in order to make goods available for sale as a client, you will have to provide us with Information. If you are unwilling to provide Information, then you cannot distribute, license or sell goods through the Soundrop managed domains.

You are able to add or update certain information on pages, such as those listed in the "What Information Can I Access" section above. When you update information, however, we often maintain a copy of the unrevised information in our records.

You may request deletion of your Soundrop account by contacting Soundrop's customer support at support@Soundrop.com. Please note that some information may remain in our records after deletion of your account.

You will be able to opt-out of receiving e-mail notices or solicitations from Soundrop or our affiliates by responding to a link included in each e-mail notice or solicitation.

CHANGES TO THIS PRIVACY POLICY

Soundrop may revise this Privacy Policy from time to time. The most current version of the policy will govern our use of your Information and will always be available at <http://www.Soundrop.com/Privacy>. If we make a change to this policy that, in our sole discretion, is material, we will notify you via an e-mail notice to the e-mail address associated with your account. You and all consumers and customers are bound by any changes to the Privacy Policy when you or they use the Website after such changes have been first posted.

THIRD PARTY ADVERTISERS; LINKS TO OTHER SITES

The Website contains links to other sites, including the sites of the bands, musicians and other artists from which you use products or services through the Website. Soundrop is not responsible for the privacy policies and/or practices on other sites. When linking to another site you should read the privacy policy stated on that site. This Privacy Policy only governs information collected on the Website.

CHILDREN

Consistent with the federal Children's Online Privacy Protection Act of 1998 ("COPPA"), we will never knowingly collect personally identifiable information from anyone under the age of thirteen (13) without requiring parental consent. Any person who provides their personal information to Soundrop through the Website represents that they are 13 years of age or older.

NOTE TO INTERNATIONAL USERS

The Website is hosted in the United States. If you are a customer or client accessing the Website from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure, that differ from United States laws, then please note that you are transferring your personal data to the United States which does not have the same data protection laws as the EU and other regions.

By providing your personal data to Soundrop through the Website, you consent to: (i) the use of your personal data for the uses identified above in accordance with the Privacy Policy; and (ii) the transfer of your personal data to the United States as indicated above.

Copyright Policy

Please carefully read this Copyright Policy ("Copyright Policy"), which is a legally binding supplement to our Terms of Use, which you have already accepted by using the Services, and which this Copyright Policy incorporates by reference. Unless otherwise indicated, capitalized terms used herein shall have the meanings ascribed to them in the Terms of Use.

It is the policy of Soundrop to comply with the Digital Millennium Copyright Act and other applicable intellectual property laws (collectively the "Act"). This page lists our requirements under the Act for notice of copyright infringement and for responses to such a notice if you or your materials are flagged.

We have appointed and registered Joel Andrew as our copyright agent to receive notifications of claimed infringement and have informed the United States Copyright Office of this appointment.

Please refer to the following address, phone number, and e-mail address for all claims:

Audio & Video Labs, Inc. dba Soundrop
Attn: Copyright Notice – Joel Andrew
13909 NE Airport Way
Portland, OR 97230
copyright@Soundrop.com

As explained in more detail below, the Act requires the removal or disabling of access to content claimed to be, or reasonably determined by Company to be, the subject of infringing activity. If the Act requires content to be removed from any of our Services, we will remove the content.

Notice of Copyright Infringement

If you believe that content on any of our Services violates any of your exclusive rights under United States Copyright Law, you must send a written communication to our Copyright Agent at the contact above. The written communication should include the following:

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or claimed to be the subject of infringing activity and that is to be removed, along with reasonably sufficient information to permit us to locate the material.
- Information reasonably sufficient to permit us to contact you, such as address, telephone number and, if available, an e-mail address.

- A physical or, in the event of a PDF submission, an electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- The following statement: "I have a good faith belief that the use of materials described above is not authorized by the copyright owner, its agent, or the law."
- The following statement: "The information in this notification is accurate and that I swear, under penalty of perjury, that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

We have no other role to play, either in prosecuting or defending claims of infringement, and cannot be held accountable in any case for damages, regardless of whether a claim of infringement is found to be true or false. Pursuant to the Act, you may be liable for damages, including court costs and attorneys fees, if you misrepresent that a product or activity is infringing your copyrights. If you are not sure whether material on our Services infringes your copyright, we urge you to first consult an attorney.

Upon receipt of a notice of infringement made in accordance with our Copyright Policy, we will respond expeditiously and remove, or disable access to, the material that is claimed to be infringing or to be the subject of infringing activity as required by the Act. Our Copyright Agent will take reasonable steps to promptly notify the affected party or parties.

Counter-Notice

If we have removed your content from our Services due to suspicion of copyright infringement, we will notify you at the email address provided in your User Account, and you may dispute the alleged infringement by responding to the message within two (2) business days of receiving the notice. That written response should include the following:

- Identification of the content to which access has been disabled or that has been removed from Services.
- Information reasonably sufficient to permit us to contact you, including at a minimum address, telephone number and a valid e-mail address.
- A physical or electronic signature from you or from a person authorized to act on your behalf.
- The following statement: "Under penalty of perjury, I have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled."
- The following statement: "The information in this notification is accurate, and I swear, in good faith and under penalty of perjury, that the content was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled."
- The following statement: "I consent to the jurisdiction of San Francisco for the judicial district in which such address is located, and will accept service of process from the person who provided notification of copyright infringement or an agent of such person."

If you have served a counter notification complying with the above requirements, please note that we will promptly provide the person who provided the initial infringement statement with a copy of the counter notification, as well as your contact information, and will inform such person that Soundrop will replace the removed material or cease disabling access to it within ten (10) to fourteen (14) business days. We will then replace the removed material and cease disabling access to within ten (10) to fourteen (14) business days following receipt of the counter notice, unless the copyright owner delivers to our Copyright Agent notice that it has filed an action seeking a court order. If we receive a notification from a copyright holder who has procured an enforceable injunction prohibiting our Soundrop from providing access to allegedly infringing material, we will follow the requirements of the injunction.

Other Types of Infringement

The policies and processes outlined above apply to copyright claims only. If you discover any content that you believe to be in infringement of any other intellectual property rights or in violation of our policies, please contact legal@Soundrop.fm.

Revision

We may revise our Copyright Policy from time to time in accordance with the policies set forth in our Terms of Use.

Last Updated – August 31, 2016