Acceptance of Terms

DBA Nashville Disc Center PROVIDES ITS WEBSITE, MOBILE APP AND RELATED SERVICES (COLLECTIVELY, THE “PLATFORM”) TO YOU SUBJECT TO THE FOLLOWING USER AGREEMENT (“AGREEMENT”). IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR OTHERWISE USE THE PLATFORM OR ANY INFORMATION CONTAINED ON THE PLATFORM. YOUR USE OF THE PLATFORM SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW. DBA Nashville Disc Center CAN CHANGE THIS AGREEMENT AT ANY TIME BY POSTING AN UPDATED USER AGREEMENT ON THE PLATFORM AND DBA Nashville Disc Center MAY SEND REGISTERED USERS AN EMAIL NOTICE OF THE CHANGES. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOU SHALL CEASE USING THE PLATFORM. IF YOU DO NOT CEASE USING THE PLATFORM, YOU WILL BE CONCLUSIVELY DEEMED TO HAVE ACCEPTED THE CHANGES. IF YOU HAVE ANY QUESTIONS ABOUT THE AGREEMENT, YOU MAY CONTACT US.

When you use any of our services, you will be subject to our Privacy Notice, as applicable and they are incorporated into this Agreement by this reference.

User Account, Password, and Security

To complete your registration, you will provide an email address and a password. You are responsible for maintaining the confidentiality of the password and account and are responsible for all activities that occur under your password or account. It is important for you to protect against unauthorized access to your computer. Be sure to log off when you finish using a shared computer. You agree to (a) immediately notify DBA Nashville Disc Center of any unauthorized use of your account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. DBA Nashville Disc Center cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

User Conduct

In using the Platform, you agree to not:

a. upload, download, post, email or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, profane, indecent, inflammatory, libelous, tortious, hateful, racially, ethnically, socially, politically, legally, morally, religiously objectionable or otherwise objectionable, or invasive of another’s rights including but not limited to rights of celebrity, privacy and intellectual property;

b. impersonates any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

c. upload, download, post, email or otherwise transmit any Content that may violate or infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. As a guideline, you may contribute only original work that you have created yourself from original elements. This means you can't use images of celebrities or corporate products, nor images, text, or designs that you've copied from a website without written permission from the owner. You cannot create a "new" image using elements from images other people have created. You cannot contribute a quote or a slogan that is substantially the same as something already written by someone else. By uploading any Content, you represent and warrant that you have the lawful right to reproduce and distribute such Content and that the Content complies with all applicable federal, state and local laws, regulations and ordinances;

d. upload, download, post, email or otherwise transmit any Content that would constitute or encourage a criminal offense, illegal activity, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;

e. uses the Service to harm minors in any way, including, but not limited to, uploading Content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct;

f. upload Content that may be seen as condoning or encouraging unsafe practices that would result in the physical, mental or moral harm of children;

g. upload, download, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, or any other form of solicitation;

h. upload, download, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

i. upload, download, post, email or otherwise transmit false or misleading information;

j. disrupt or interfere with the security of, or otherwise abuse, the Platform, or any services, system resources, accounts, servers, or networks connected to or accessible through the Platform or affiliated or linked websites;

k. access, tamper with or use non-public areas of the Platform. Unauthorized individuals attempting to access these areas of the Platform may be subject to prosecution;

l. disrupt or interfere with any other user's enjoyment of the Platform or affiliated or linked websites;

m. frame the Platform within another website or webpage or link to the Platform except as permitted in writing by

DBA Nashville Disc Center;

n. incorporate images or names that would violate a person's right of privacy or publicity;

o. incorporate a current or former leader, politician, religious figure, convicted criminal or notorious person, or other famous person's name or likeness;

p. use a manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Service;

q. copy, modify or distribute rights or Content from the Platform, service or tools or DBA Nashville Disc Center's copyrights and trademarks; or

r. harvest or otherwise collect information about users, including email addresses, without their consent.

g. customers have 48 hours from the time of their last communication with DBA Nashville Disc Center regarding their order and design to request any modifications. This means that if discussions are ongoing, the 48-hour period will reset with each new correspondence. Once 48 hours have passed from the last conversation without additional changes requested, DBA Nashville Disc Center will proceed with processing the order based on the details and design on file. After this period, further changes may not be accommodated as production will begin.

You acknowledge that DBA Nashville Disc Center does not pre-screen submitted Content, but that DBA Nashville Disc Center shall have the right (but not the obligation) in their sole discretion to reject or remove any Content that is available via the Platform. Upon placing your order, you acknowledge that DBA Nashville Disc Center may review your order, and the Content it contains, for adherence to our guidelines and compliance with the terms and conditions set forth in this Agreement. DBA Nashville Disc Center reserve the right to demand confirmation from you in writing of all rights, authorizations, licenses, permissions, and consents owned or obtained by you (if any) with respect to any Content you upload to or transmit through the Platform. If you fail to provide us with satisfactory confirmation upon request, we reserve the right to remove or deny access to any or all of your Content available via the Platform and to suspend or terminate your account. You acknowledge and agree that DBA Nashville Disc Center may preserve or store your Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation, storage or disclosure is reasonably necessary and as set forth in our Privacy Notice. You understand that the technical processing and operation of the Platform, including your Content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connection networks or devices.

You agree that you are responsible for actions and communications undertaken under your account. DBA Nashville Disc Center takes no responsibility and assumes no liability for any Content uploaded or otherwise transmitted by or to you or by or to any third-party, or for any

mistakes, defamation, slander, libel, omissions, falsehoods, infringement, obscenity, pornography or profanity you or a third party may encounter. You agree to waive any claims against DBA Nashville Disc Center and its affiliates, contractors, agents and employees for losses, damages and injuries which are based on or relate to communications, Content or materials on the Platform. You agree to indemnify DBA Nashville Disc Center and its affiliates from all claims and expenses, including reasonable attorney's fees, which claims are based on or arise from your violation of any of the provisions of this Agreement.

You agree that you will use the Platform in accordance with all applicable United States federal, state and local laws, statutes, regulations and ordinances and will not take any action that harms or violates the rights of any person or entity.

Privacy Notice Your privacy is very important to DBA Nashville Disc Center. Users of the Platform should refer to our Privacy Notice for information about how DBA Nashville Disc Center collects and uses personal information. By accepting this Agreement, you expressly consent to DBA Nashville Disc Center's disclosure and use of your personal information as described in the Privacy Notice, which is incorporated herein by reference.

Trademarks and Copyrights DBA Nashville Disc Center's trademarks, trade dress and product images may not be used in connection with any product or service that does not belong to DBA Nashville Disc Center, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits DBA Nashville Disc Center

Proprietary Rights

You acknowledge and agree that any Content, including but not limited to text, data, photos, graphics, etc. or other material contained or distributed on or through the Platform, by DBA Nashville Disc Center, its advertisers or other third parties, is protected by trademarks, service marks, patents, copyrights, or other proprietary rights and laws. You may not use or distribute any Content received through the Platform without the authorization of DBA Nashville Disc Center or the Content owner. You agree not to publish, reproduce, copy, in whole or in part, nor upload, download, post, email, sell, or otherwise distribute Content available through the Platform, in violation of applicable copyright and other intellectual property laws. By uploading any Content, you guarantee that you are the legal owner of the copyright of that Content, or have been awarded full and unrestricted rights from the copyright owner to upload and utilize the Content. By uploading any Content, you guarantee that any people whom are clearly identifiable have consented to have their likeness printed or displayed in such Content, or that you have full rights to use the Content in this manner and accept full responsibility for such use. When uploading any Content, you are solely responsible for it and for any offense, claims or damages that arise from the content of that Content.

The approval and publication of Images by DBA Nashville Disc Center in no way alters or diminishes your responsibility. Nor does it transfer any responsibility for the content of the Image to DBA Nashville Disc Center

You retain all ownership rights to your Content submitted to the Platform. DBA Nashville Disc Center does not claim any copyright or any kind of ownership rights to the Content you upload. DBA Nashville Disc Center will not create any derivative work from the Content nor modify the Content without your consent, though it reserves the right to crop images or videos or to make adjustments to the brightness, exposure, colors or general appearance of any Content that it believes warrants such adjustment for better production quality.

You acknowledge and agree that the Platform and any software provided to you or used in connection with the Platform, including, for example and without limitation, any API's or other scripts ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

Subject to your compliance with the terms and conditions of this Agreement and any additional terms provided in a separate applicable agreement, DBA Nashville Disc Center grants you a non-exclusive, non-transferable, non-sublicensable license to use the Software solely as necessary to use the Platform and provided that you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Platform or the Software, in whole or in part. You do not obtain any right or claim to any of the individual design elements in the Software through your creation of a design and/or your incorporation of a design into one or more products. Other DBA Nashville Disc Center customers may use the design tools to create Content that have similar or identical combinations of these elements and DBA Nashville Disc Center does not guarantee that your Content will not have similarities to Content designed and used by other parties. The intellectual property rights in or relating to the content of any notes, messages, e-mails, postings, letters, ideas, suggestions, concepts or other written materials which you submit or communicate to DBA Nashville Disc Center (excluding the Content you submit) will automatically be deemed to be assigned, granted and transferred by you to DBA Nashville Disc Center upon their submission or communication to DBA Nashville Disc Center, and you do assign all rights therein to DBA Nashville Disc Center and agree that the same will automatically become the property of DBA Nashville Disc Center and that DBA Nashville Disc Center may use, exploit, copy, publish, implement, transfer and in all other ways deal with such materials and all of the intellectual property rights therein in any way and for any purpose DBA Nashville Disc Center may elect, forever.

Intellectual Property Policy

DBA Nashville Disc Center respects the intellectual property rights of others. We ask our users to do the same. DBA Nashville Disc Center may terminate the accounts cancel any order(s) of users who infringe, or may infringe, the copyright or other intellectual property rights of others.

WARRANTY

YOU REPRESENT AND WARRANT THAT YOU ARE THE OWNER OF THE CONTENT THAT YOU SUBMIT AND THAT THE CONTENT DOES NOT INFRINGE UPON THE PROPERTY

RIGHTS, INTELLECTUAL PROPERTY RIGHTS (COPYRIGHTS AND TRADEMARKS) OR OTHER RIGHTS OF OTHERS. YOU ALSO REPRESENT THAT THERE ARE NO OUTSTANDING DISPUTES IN CONNECTION WITH THE PROPERTY RIGHTS, INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS IN THE CONTENT OR ANY PARTS OF THE CONTENT. YOU HEREBY REPRESENT AND WARRANT TO US THAT THIS AGREEMENT HAS BEEN DULY AND VALIDLY EXECUTED AND DELIVERED BY YOU AND CONSTITUTES YOUR LEGAL, VALID AND BINDING OBLIGATION, ENFORCEABLE AGAINST YOU IN ACCORDANCE WITH ITS TERMS; AND THAT THE EXECUTION, DELIVERY AND PERFORMANCE BY YOU OF THIS AGREEMENT ARE WITHIN YOUR LEGAL CAPACITY AND POWER; HAVE BEEN DULY AUTHORIZED BY ALL REQUISITE ACTION ON YOUR PART; REQUIRE THE APPROVAL OR CONSENT OF NO OTHER PERSONS; AND NEITHER VIOLATE NOR CONSTITUTE A DEFAULT UNDER THE (I) PROVISION OF ANY LAW, RULE, REGULATION, ORDER, JUDGMENT OR DECREE TO WHICH YOU ARE SUBJECT OR WHICH IS BINDING UPON YOU, OR (II) THE TERMS OF ANY OTHER AGREEMENT, DOCUMENT OR INSTRUMENT APPLICABLE TO YOU OR BINDING UPON YOU.

Indemnity

You agree to defend, indemnify and hold DBA Nashville Disc Center and DBA Nashville Disc Center officers, directors, employees, agents and licensors harmless from all judgments, awards, losses, liabilities, costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, and costs of litigation arising out of or based on (a) Content you submit, post to or transmit through the Platform, (b) your use of the Platform, (c) your connection to the Platform, (d) your violation of the Agreement or (e) your violation of any rights of a third party.

No Resale other than as expressly provided under these terms, you agree not to reproduce, duplicate, copy, sell, resell or exploit for other commercial purposes, any portion of the Platform, without DBA Nashville Disc Center‘s express written consent.

Termination

You agree that DBA Nashville Disc Center, in its sole discretion, may terminate this agreement including but not limited to termination of your password, account (or any part thereof) or use of the Platform, at any time for any reason or no reason. DBA Nashville Disc Center may also in its sole discretion and at any time discontinue providing the Platform, or any part thereof, with or without notice. You agree that any termination of your access to the Platform under any provision of this Agreement may be affected without prior notice, and acknowledge and agree that DBA Nashville Disc Center may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files of the Platform. Further, you agree that DBA Nashville Disc Center shall not be liable to you or any third-party for any termination of your access to the Platform. Should you object to any terms

and conditions of the Agreement or become dissatisfied with the Platform in any way, your only recourse is to immediately discontinue your use of the Platform and/or terminate your account.

Any termination of this Agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination.

Links

The Platform may provide, or third parties may provide, links to other websites or resources. Because DBA Nashville Disc Center has no control of such sites and resources, you acknowledge and agree that DBA Nashville Disc Center is not responsible for the availability of such sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources or the policies or such sites and resources. DBA Nashville Disc Center is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

Pricing, Shipping, and Terms of Sale

Prices for products are described on the Platform and are incorporated into this Agreement by reference. All prices are in US dollars. Prices and products may change at DBA Nashville Disc Center's discretion. DBA Nashville Disc Center may offer promotional discounts from time to time. You must agree to the terms of the promotion in order to be given the discount. You agree not to use more than one discount per item, unless such use is expressly permitted by DBA Nashville Disc Center. Title and risk of loss for all products ordered by you shall pass to you on DBA Nashville Disc Center shipment to the shipping carrier. DBA Nashville Disc Center reserves the right to cancel any order for any product that for any reason, including orders that may violate the intellectual property rights of a third party and will notify the purchaser that the order has been canceled.

Age and Geographic Restrictions

You must be at least 18 years of age to use the Platform. By using the Platform, you hereby affirm that you are 18 years of age or older. [DBA Nashville Disc Center only accepts clients that are within the United States of America and its territories.]

International Access

The Platform may be accessed from countries other than the United States. The Platform may contain products or references to products that are not available outside of the United States. Any such references do not imply that such products will be made available outside the United States. If you access and use the Platform outside the United States, you are responsible for complying with your local laws and regulations.

Correction of Errors and Inaccuracies. The information and product listings on the Platform may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have submitted your order). Please note that such errors, inaccuracies or omissions may relate to product description, pricing and availability. We also reserve the right to limit or restrict quantities of products (including after you have submitted your order) for any reason, including, without limitation, if the product violates any terms of this Agreement.

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our partners, we reserve the right to refuse or cancel any orders placed for products listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed, and you have been charged for the sale. If you have already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account or refund the amount in the manner in which the purchase was made by you. If we have overcharged for any product, we will issue a refund to you for the difference between what you were charged and the correct price of the relevant product.

Reviews and Comments except as otherwise provided elsewhere in this Agreement or on the Platform, when you post comments or reviews to the Platform, you also grant us the right to use the name that you submit with any review, comment, or other Content, if any, in connection with such review, comment, or other content. You represent and warrant that you own or otherwise control all of the rights to the reviews, comments and other Content that you post on the Platform and that use of your reviews, comments, or other Content by us will not infringe upon or violate the rights of any third party. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions or Content. We may, but shall not be obligated to, remove or edit any Submissions (including comments or reviews) for any reason.

DISCLAIMER OF WARRANTIES

YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. THE PLATFORM AND THE INFORMATION, SERVICES, PRODUCTS, PROGRAMS AND MATERIALS AVAILABLE THROUGH IT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, DBA Nashville Disc Center AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

DBA Nashville Disc Center DOES NOT MAKE ANY WARRANTY THAT (A) THE PLATFORM OR ITS CONTENT WILL MEET YOUR REQUIREMENTS, OR (B) THAT THE PLATFORM OR

SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PLATFORM WILL MEET YOUR EXPECTATIONS, OR (D) THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR (E) THERE WILL BE NO UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, OR (F) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY. YOU AGREE THAT DBA Nashville Disc Center SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY YOU IN CONNECTION WITH THE PLATFORM OR ANY CONTENT CONTAINED THEREIN. YOU EXPRESSLY AGREE THAT USE OF THE PLATFORM, INCLUDING ALL CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THE PLATFORM, IS AT YOUR SOLE RISK. YOU UNDERSTAND AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR BUSINESS OR YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, DATA AND/OR SOFTWARE. YOU ACKNOWLEDGE THAT DBA Nashville Disc Center DOES NOT CONTROL OR ENDORSE IN ANY RESPECT ANY INFORMATION, PRODUCTS, OR SERVICES OFFERED BY THIRD PARTIES ON OR THROUGH THE PLATFORM. EXCEPT AS OTHERWISE AGREED IN WRITING, DBA Nashville Disc Center AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF CONTENT OR PRODUCTS DISTRIBUTED THROUGH THE PLATFORM. YOU ACKNOWLEDGE THAT DBA Nashville Disc Center MAKES NO WARRANTY OR REPRESENTATION THAT CONFIDENTIALITY OF INFORMATION TRANSMITTED THROUGH THE PLATFORM WILL BE MAINTAINED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DBA Nashville Disc Center OR THROUGH OR FROM THE PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES INCLUDING, WITHOUT LIMITATION, ITS OWN NEGLIGENCE, SHALL DBA Nashville Disc Center OR ITS PARENTS, SUBSIDIARIES, OFFICERS, EMPLOYEES, AFFILIATES, DIRECTORS, AGENTS, SUPPLIERS, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, TRANSMITTING, OR DISTRIBUTING DBA Nashville Disc Center OR RELATED SERVICES 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 DBA Nashville Disc Center HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE PLATFORM; (B) THE COST OF

PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE PLATFORM; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PLATFORM OR (E) ANY OTHER MATTER RELATING TO THE PLATFORM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

YOU SPECIFICALLY ACKNOWLEDGE THAT DBA Nashville Disc Center SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

These terms (“Terms”) between you and DBA Nashville Disc Center (“we” or “us”) are applicable when you upload content to us, such as videos or photos (“Content”), for our marketing and other purposes set forth below. These Terms are in addition to our website Terms and Conditions and Privacy Policy, which continue to apply. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

You hereby grant to DBA Nashville Disc Center a non-exclusive, perpetual, worldwide, irrevocable, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, transmit, modify, adapt, publicly perform, publicly display and create derivative works and compilations based upon the Content, in whole or in part, for any purpose (including commercial purposes), on or through any media and distribution channels, including but not limited to DBA Nashville Disc Center’s websites and social media accounts.

DBA Nashville Disc Center use of the Content does not require any further notice or additional payment to you or to any other person or entity. DBA Nashville Disc Center is not required to use the Content or exercise the rights granted above. DBA Nashville Disc Center may remove and/or stop using the Content at any time in its sole discretion. The Content you provide to us is not confidential and will not be returned to you.

If the Content depicts or reproduces your name, likeness, image, and/or voice (collectively, “Image”), you acknowledge and agree that DBA Nashville Disc Center has the right to use your image for any purpose in connection with the Content, including but not limited to, advertising and marketing purposes, and release DBA Nashville Disc Center (and its affiliates, subsidiaries, directors, officers, employees, agents, and licensees) from any and all claims related to the use of your Image in connection with the Content.

You have read carefully and are capable of agreeing to these Terms. You are under no restriction or conflict of interest that would prevent you from agreeing to these Terms. You own

all rights to the Content and have the authority to grant the license set forth above. The Content, including DBA Nashville Disc Center use thereof, does not and will not violate the privacy rights, publicity rights, contract rights, copyright, trademark, or any other proprietary or intellectual property rights of any person or entity. You did not violate any laws or rights of others during the creation of the Content.

You agree to indemnify and hold harmless DBA Nashville Disc Center, its affiliates, subsidiaries, directors, officers, employees, agents and licensees, from and against any and all claims, actions, lawsuits, losses, damages, liabilities, costs, and expenses (including attorneys' fees) that arise from or relate to the Content, DBA Nashville Disc Center use of the Content, and your breach of any representation and warranty stated above. In addition, you agree to pay for all royalties, fees, and any other monies owing any person or entity by reason of DBA Nashville Disc Center use of the Content pursuant to these Terms.

Dispute Resolution and Release

These terms and conditions and your relationship with DBA Nashville Disc Center shall be governed by and construed in accordance with the laws of the state of California, without resort to its conflict of law provisions. Any dispute relating in any way to your visit to the Platform or to the products you purchase through the Platform shall be submitted to confidential binding arbitration in the City of Los Angeles, California for the maximum judgment enforceable, except that to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of California. You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non convenience with respect to venue and jurisdiction in the state and federal courts of California. Arbitration under this Agreement shall be conducted pursuant to the existing Commercial Arbitration Rules at the American Arbitration Association. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim is initiated in court rather than in arbitration we each waive any right to a jury trial.

You and DBA Nashville Disc Center agree to

submit to the personal and exclusive jurisdiction of the courts located within

the county of Los Angeles, California.

Severability

If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, such provision shall be deemed amended to achieve as nearly as possible the same economic effect as

the original provision and the remaining provisions of this Agreement shall in no way be affected or impaired.

General

● No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

● DBA Nashville Disc Center may assign its rights and responsibilities hereunder without notice to you.

● These terms and conditions will inure to the benefit of DBA Nashville Disc Center's successors, assigns and licensees.

● Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

● The failure of a party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of the right or provision.;

● DBA Nashville Disc Center's failure to act with respect to a breach by you or others does not waive DBA Nashville Disc Center's right to act with respect to subsequent or similar breaches.

● This Agreement, together with the Privacy Notice constitute the entire agreement between you and DBA Nashville Disc Center, and supersedes all other communications, written or oral, with regard to the subject matter herein, the Platform and services provided by DBA Nashville Disc Center.

● The following Sections survive any termination of this Agreement: Intellectual Property Policy, Proprietary Rights, Pricing, Shipping and Terms of Sale, Disclaimer of Warranties, Limitation of Liability, Indemnity, Release and General.

● DBA Nashville Disc Center will attempt to notify you when major changes are made to this User Agreement but you should periodically review the most up-to-date version at Terms of Use.

● DBA Nashville Disc Center may, in its sole discretion, modify or revise these Terms and the associated policies at any time, and you agree to be bound by such modifications or revisions.

● Nothing in this User Agreement shall be deemed to confer any third-party rights or benefits.

● DBA Nashville Disc Center does not guarantee continuous, uninterrupted access to the Platform, and operation of the Platform may be interfered with by numerous factors outside DBA Nashville Disc Center's control.

● While we strive for accuracy in portraying the colors and images of our products on the website, we cannot guarantee precise color representation on your device.

● You agree that DBA Nashville Disc Center is a platform and as such is not responsible or liable for any Content.

● You use the Platform at your own risk