TERMS OF USE

Effective Date: January 15 2024

Last Updated: January 15 2024

AGREEMENT TO TERMS.

The Terms of Use Agreement ("Agreement"), created on the effective date and last amended on date above, is made between you ("user," "you" or "your"),

AND

WIN LEAGUE MUSIC LTD:

The owner mentioned above includes its affiliated companies, websites, applications, software, and tools (the "Company," "we," "us," or "our"), and, with this Agreement, outlines the rights and obligations that you and all users share, as well as any other media form, media channel, website app or mobile app related or connected thereto (collectively, the "app"), for the purpose of making use of any of the content, software, or other tools on app ("services").

PAYMENTS.

All or a portion of the services offered by the Company on the website app or mobile app are paid in accordance with the terms below:

a.) Forms of Payment. We accept payment through the methods offered at the time of purchase or when a balance is due. The provider and method of payment are determined by your location, device, and purchased item. We reserve the right, at any time, to reject payment for any reason.

b.) Currency. Payments will be accepted on the "mobile app or website app" in the currency based on your location and in accordance with local laws. Page 2

c.) Refund Policy. Except when required by law, payments made by a user are not refundable by the company. Refund requests are administered on a case-by-case basis and, if granted, do so at the sole discretion of the company.

d.) In-App Purchases. If the app services are offered on a website application ("website app"), this Agreement also applies to payments made on the website app. In addition, payments made on the website app must also be in accordance with the terms of the mobile app platform or "store."

TOKEN PURCHASE:

 Token Purchase and Archive Access: Tokens are the exclusive currency used to access the archive of songs on the mobile app or website app. Upon purchasing tokens, the cost is determined by the artist who owns the respective song within the archive.

 The tokens will be deducted based on the specific cost associated with accessing each individual song within the archive.

 Token Conversion and Refund: Unused tokens within the app can be converted back to fiat currency. This conversion process is facilitated within the website app or mobile app and is subject to applicable fees and exchange rates.

 Token-Based Archive Access: Access to the exclusive archive of songs on the mobile app or website app is facilitated through the allocation and utilization of tokens. Users are required to have a sufficient token balance to purchase and enjoy songs from the archive.

 Token-Based Free Trials: Any free trial, sample, or other abridged versions of our services that are offered will be facilitated through the allocation of tokens. Free trials are considered a one-time use based on the registering of a user's email. It is strictly prohibited for a user to create and register more than one (1) email solely to access another free trial using tokens on the mobile app. This integrated approach ensures that users have a clear understanding of the token-based model, emphasizing the use of tokens as the currency for accessing archives of songs on the mobile app. Users are encouraged to review the Terms of Use for further details on the cancellation process, fee changes, and token usage policies.

ACCESS.

 Your access to and use of the mobile app or website app and the services is conditional upon your acceptance of and compliance with this Agreement, which applies to all the app's visitors. If for any reason, you do not agree with any of the terms of this Agreement, you may not access the app or its services.

 Additionally, your access to and use of the services is also conditional upon your acceptance of and compliance with our privacy policy which describes our policies and procedures on the collection, use, and disclosure of your personal information which is initiated by and commences when you use the website app or the mobile app. The privacy policy discloses details and discloses your privacy rights and protections under applicable laws. It is advised to read our privacy policy prior to accessing the app or its services.

a.) Minors (under the age of 18).

If any user is a minor in the jurisdiction where they reside, the minor must obtain permission from their parent or guardian to use the website app or mobile app. If a minor accesses the mobile app or website app, it is assumed that their parent or guardian has read and agrees to this Agreement and has given permission to the minor to use the "app" or the "website app".

b.) Children (under the age of 13).

If any user is a child under the age of thirteen (13) years and from the United States, it is assumed that they have obtained permission and verifiable parental consent to use the app. Furthermore, this Agreement allows the protections mentioned under the Children's Online Privacy Protection, specifically, 15 U.S. Code § 6502.

 We do not claim that the website app or the mobile app's content is appropriate or suitable for you or any visitor. No information, data, or information provided on the website is intended for distribution or use in any location where such usage is prohibited or is contrary to any law or regulation which would subject the Company to the legal liability of any type. Any such access or use of the website is to be utilized on your own initiative, and you are solely responsible for any legal compliance.

Any supplemental amendments or documents posted on the app following the effective date of this Agreement are to be considered expressly incorporated into this Agreement.

PROHIBITED ACTIVITIES.

 As a user of our services, whether on the website or mobile app, it is prohibited to engage in the following activities to:

 Systematically retrieve data or other content from the website app or mobile app or services to create or compile, directly or indirectly, a collection, compilation, database, or directory of music without our written permission;

 Trick, defraud, or mislead other users or us, especially in any attempt to learn sensitive account information such as user passwords;

 Circumvent, disable, or otherwise interfere with security-related features of the app or services, including those that restrict the copying of content or protected marks;

 Disparage, tarnish, or otherwise harm the company, website, mobile app, or any other platforms where the services are offered;

 Use any information obtained from the app or the service to harass, abuse, or harm another person or group of people;

 Make improper use of our support services, specifically, our customer service representatives, or make false reports of abuse or misconduct;

 Use the mobile app or website app or services in a manner that is inconsistent with its intended use or against any applicable laws;

 Upload or transmit, or the attempt of such act, viruses, trojan horses, or other damaging or improper material, including the spamming or continuous posting of repetitive text, that has the potential to interfere, modify, impair, disrupt, alter, or interfere with another user's experience with the app or its features, functions, operations, or maintenance;

 Attempting any unauthorized automated use of the mobile app or website app, such as using scripts to send comments and messages, or using mining tools with the intention of gathering, injecting, or extracting data;

 Deleting copyrights, trademarks, disclaimers, or any other marks from the mobile app or website app or its content;

 Impersonating another user or person by use of a username, e-mail, personal name, or in any other manner;

 Upload or transmit, or the attempt of such act, any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices, also known as "spyware," "passive collection mechanisms" or "pcms;"

 Interfering with, disrupting, or creating an undue burden on the mobile app or website app, services, networks, and other connections;

 Harassing, annoying, intimidating, or threatening any of the other users, employees, agents, contractors, or any other individual affiliated with the company;

 Disabling or attempting to disable restrictions implemented by the app or “website app” that prohibits access to certain areas;

 Copying or adapting the software of the “mobile app” or “website app”, including but not limited to Flash, PHP, HTML, JavaScript, or other code;

 Deciphering, decompiling, disassembling, or reverse engineering any of the software on the “mobile app or website app”;

 Except as may be the result of standard search engine or internet browser usage, to use, launch, develop, or distribute any automated system, including without limitation, any crawlable spider, robot or bots, cheat utility, scraper, or offline reader that accessed the “mobile app or website app” or services, or using or launching any unauthorized script or other software;

 Using a buying or purchasing agent to make purchases on the “mobile app or website app”

 Making any unauthorized use of the “mobile app or website app” or the services, such as collecting usernames, e-mail addresses, or personal names of users by electronic or other means to send unsolicited e-mails or create user accounts by automated means or under false pretenses;

 Using the “mobile app or website app” or services as part of any effort to compete with us or otherwise using the “mobile app or website app”, services, marks, content, data, or any part thereof for any revenue-generating endeavor, commercial purpose, or for personal benefit;

 Using the “mobile app or website app” or services to advertise or offer to sell goods or other services;

 Selling your user profile or account on the website app or mobile app.

REFUND POLICY:

Refunds for Purchased Tokens:

 Token Conversion: The services offered by the Company may include the option to purchase tokens, which can be used within the app for various purposes. Refunds are only applicable when a user wishes to convert tokens back to fiat currency.

 Token to Fiat Conversion: Users may request a refund for purchased tokens, and if the refund is granted, the refund will be processed in the equivalent amount of fiat currency at the current exchange rate. Please note that any applicable fees for the conversion will be deducted from the refund amount.

 Refund Eligibility: Refund requests for token-to-fiat conversion must be submitted within a reasonable timeframe from the date of the token purchase. The Company reserves the right to deny refund requests that do not meet the specified criteria or are not in compliance with this Refund Policy.

 Sole Discretion: Refund requests are subject to the sole discretion of the Company, and refunds will be processed based on the prevailing market conditions and applicable regulations. The Company reserves the right to reject refund requests for any reason, except when required by law.

 Refund Process: Users seeking a refund for token-to-fiat conversion must contact our customer support through the designated channels provided within the

app. The Company will assess the request and provide instructions on the refund process, including any documentation required to complete the transaction.

 Non-Transferability: Refunds are non-transferable and can only be processed for the original purchaser of the tokens. The Company will not entertain refund requests initiated by third parties.

 Currency Fluctuations: Users acknowledge that the value of tokens may fluctuate, and the refund amount will be based on the prevailing exchange rate at the time of the refund request.

 Modification of Refund Policy: The Company reserves the right to modify or update this Refund Policy at any time. Users are encouraged to review the Refund Policy periodically for any changes.

USE OF TOKENS:

 Purpose: Tokens issued by the Company are intended for use within the app and its associated services. The primary purpose of tokens is to facilitate transactions and interactions within the app, including but not limited to accessing premium features, making in-app purchases, and participating in virtual experiences.

 Non-Transferability: Tokens are non-transferable and are bound to the user's account within the app. Users are strictly prohibited from transferring, selling, or exchanging tokens with other users or third parties, whether within or outside the app.

 Redemption: Tokens can be redeemed for specific benefits and features as outlined within the app. The redemption options may include, but are not limited to, accessing exclusive content, virtual goods, and enhanced functionalities.

 Token-to-Fiat Conversion: Users have the option to convert tokens back to fiat currency as per the terms specified in the Refund Policy. The conversion process is subject to applicable fees, exchange rates, and the terms outlined in the Refund Policy.

 Limited License: Users are granted a limited, revocable, non-exclusive license to use tokens solely within the app for the purposes outlined in these Terms and Conditions. This license does not confer any ownership rights or rights to use tokens for any unauthorized purposes.

 Prohibited Activities: Users are strictly prohibited from engaging in any activities that compromise the integrity, security, or intended use of tokens. Such activities include, but are not limited to, attempting to manipulate token balances, creating fraudulent transactions, or exploiting vulnerabilities in the app.

 Modification of Token Features: The Company reserves the right to modify, add, or remove token features at its sole discretion. Changes to token features may occur without prior notice, and users agree to accept such changes as part of their continued use of the app.

 No Value Outside the App: Users acknowledge and agree that tokens have no intrinsic value outside the app and cannot be exchanged for legal tender or other forms of currency, except as specified in the Refund Policy.

 Compliance with Applicable Laws: Users agree to use tokens in compliance with all applicable laws and regulations. Any use of tokens for illegal or unauthorized activities may result in the suspension or termination of the user's account, and legal action may be pursued if necessary.

 By using tokens within the app, users confirm their understanding and acceptance of these terms regarding the use of tokens as an integral part of the overall services provided by the Company.

GUIDELINES FOR REVIEWS.

 We may provide you, either on the “mobile app or website app”or by a 3rd party, the right to leave a review or rating of the services provided. Said review or rating requires that you:

 Should have firsthand experience with the person/entity being reviewed;

 Do not contain any offensive, abusive, racist, profanity-laden language;

 Do not reference discriminatory language or references related to religion, race, gender, national origin, age, marital status, sexual orientation, or disability;

 Do not include references to illegal activity;

 Do not post negative reviews as part of a scheme working with a competitor of ours;

 Do not make any suggestions or conclusions as to the legality of our services, products, or conduct;

 Do not post any false or misleading comments about your experience with the “mobile app or website app” or our company; and

 Do not organize a campaign encouraging others to post reviews, whether positive or negative.

 In our sole discretion, we may decide to accept, reject, or remove reviews. Our responsibility is to screen reviews to ensure that any postings regarding the “mobile app or website app” and its services are accurate and verifiable. Any reviews made by you or other users of the “mobile app or website app” do not represent our opinions or statements of the services or of our affiliates or partners. We do not assume liability, claims, or losses resulting from any review made on

the “mobile app or website app”. By posting a review, you hereby grant us a perpetual, nonexclusive, worldwide, commercial, royalty-free, and assignable license (and sublicense ability) to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to such reviews made.

MOBILE APPLICATION LICENSE.

If a proprietary mobile application is offered in connection to the services offered on the “mobile app or website app”, the following will apply:

a.) Use License. We grant you a revocable, nonexclusive, non-transferable, and limited license to install and use the mobile app to access the website and its services. Under such license, you agree that it is prohibited to conduct the following:

 Except as permitted by applicable law, to decompile, reverse engineer, disassemble, and attempt to derive source code, or decrypt any part of the app;

 Make any modification, adaptation, improvement, enhancement, translation, or derivative work from the your use or access

 Violate any applicable laws or regulations in connection with app; to the app;

 Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the app;

 Use the app for any revenue-generating endeavor, commercial enterprise, or other purposes for which it is not designed or intended;

 Allow the app to be available over a network or other environment that permits access or use by multiple devices or users at the same time;

 Use the app for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the mobile app;

 Use the app to send automated queries to any other website or application for unsolicited use, commercial or non-commercial; and

 Use any proprietary information provided by or through the use of the mobile app for the design, development, licensure, or distribution of any other applications, accessories, or other devices for use with the app.

b.) Apple and Android Devices. When using the app on an Apple or Android device ("mobile platform"), the following will apply:

 The license granted to you when using the app is limited to a non-transferable license on a device that utilizes either of the mobile platforms, as applicable, in accordance with the usage rules set forth in the applicable mobile platform's terms of service and any other applicable documents;

 It is known that we are responsible for providing any maintenance and support services with respect to the app in regard to updates made by the mobile platform and in its day-to-day use;

 Any refund requests made by you from purchases made on the app must be requested on the platform in accordance with its refund policy. We cannot, on the website, assist in any refund request for payments made on the app;

 If the jurisdiction or governing law of the company or app is located in Lagos, Nigeria, you verify that:

 You are not located in a country that is subject to a U.S. government embargo, or that has been designated by the Nigerian government as a "terrorist supporting" country; or

 You are not listed on any Nigeria government list of prohibited or restricted parties;

 You must comply with applicable 3rd party agreements that are used in combination with your wireless plan, network connection, or any other data service or device agreement; and

 You acknowledge that the mobile platforms used in connection with the mobile app are 3rd party beneficiaries in regard to this Agreement and that each platform will have the right to enforce its terms and conditions regarding your access and activities when using the app.

COPYRIGHT POLICY.

a.) Intellectual Property Infringement.

 It is our duty to respect the intellectual property rights of artists on the app. Therefore, it is our policy to respond to any claim that infringes on any trademark, copyright, or other intellectual property protected under law.

 If you are an owner of any protected intellectual property that you feel is being used without your authorization, you must submit notice to us by any of the contact details mentioned herein and include a detailed description of the alleged infringement.

 If any request is made, and it is determined that you are not the owner of the intellectual property or do not have the authority to act on the owner's behalf, you may be held accountable for damages which may also include costs related to attorneys' fees for such misrepresentation.

b.) Copyright Infringement Claims.

 You may submit a notification pursuant the following information in writing:

 An electronic or physical signature of the copyright owner or a person authorized to act on behalf of the owner of the copyrighted work;

 A description of the copyrighted work that you claim has been infringed, including the URL(s) where the copyrighted work exists or a copy of the copyrighted work;

 Your contact details including a personal name, address, phone number, and an e-mail address;

 A statement that the copyright infringement is not authorized and that the request to remove the copyrighted work is in good faith; and

 A statement by you, with language that includes “under penalty of perjury,” that the information included in the infringement removal is accurate.

 Upon receipt of a copyright infringement notification, we will take whatever steps are required to remove the copyrighted content from the “mobile app or website app”or the services.

INTELLECTUAL PROPERTY OF CREATIVES:

 User-Generated Content: Users may have the opportunity to create and upload content within the app, including but not limited to comments, reviews, and interactions ("User-Generated Content"). Additionally, the app provides users with exclusive access to unreleased music from their favorite artists, which is made available by the artists to the Company for distribution within the app.

 Ownership: Users acknowledge that the exclusive unreleased music provided by their favorite artists remains the intellectual property of the respective artists. By accessing and listening to this exclusive content within the app, users agree to respect and uphold the intellectual property rights of the artists.

 License to Company: Artists grant the Company a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, display, and perform their

unreleased music within the app for the exclusive purpose of providing a platform for users to listen to such content.

 Company's Intellectual Property: All content provided by the Company, including the exclusive unreleased music, is the property of the respective artists or the Company and is protected by international copyright laws.

 Trademarks: The trademarks, service marks, and logos used and displayed in the app are registered and unregistered trademarks of the respective artists or the Company. Users are prohibited from using any trademarks without the written permission of the respective owner.

 Restrictions: Users agree not to reproduce, modify, distribute, display, perform, or otherwise use the intellectual property of the artists or the Company without proper authorization. Any unauthorized use may result in legal action.

 Reporting Intellectual Property Violations: The Company respects the intellectual property rights of artists. If users believe that their favorite artist's intellectual property rights have been violated within the app, they may report the infringement through the designated channels provided by the Company.

 Compliance with Laws: Users agree to use the app and its services in compliance with all applicable intellectual property laws and regulations. Any violation of intellectual property rights may lead to the suspension or termination of the user's account.

 Modification of Terms: The Company reserves the right to modify or update this clause on Intellectual Property of Creatives at any time. Users are encouraged to review this clause periodically for any changes.

 Except as otherwise indicated, all source coding, databases, functionalities, software, graphic designs, and media of any kind (e.g. audio, video, text, photos,

etc.), content, trademarks, service marks, logos, and copyrights are considered to be intellectual and proprietary information (“intellectual property”). Such intellectual information is under our ownership and protected by local, state, national, and international laws and will be defended.

 No intellectual property is permitted to be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for commercial purposes without our express prior written permission sought and had.

USER OBLIGATIONS.

You, as a user of the app or any of its services, agree to the following:

 Any information used for registration purposes, if required, must be submitted in an accurate and completed manner;

 If any information should change regarding your account, you agree to change it in a timely fashion;

 You have the legal capacity to understand, agree with, and comply with this Agreement;

 That you are not considered a minor in the jurisdiction where you reside or are accessing the website or its services;

 That you will not access the app or its services through the use of bots, scripts, or any other use than the traditional manner as is intended; and

 That you will use the website and its services in an authorized and legal manner in accordance with this Agreement.

In regard to any of the information submitted by you, if it should be deemed inaccurate, out of date, or incomplete, we reserve the right to terminate your access to the website or account and any future intended use.

USER ACCOUNTS.

 If our app allows the creation of a user account of any type, you agree to be responsible for safeguarding its information including account data, connected e-mails, passwords, and any other personal information located therein. If you are made aware of any breach of unauthorized use of the account, to notify us as soon as possible. Furthermore, you agree not to disclose any password created with any 3rd party other than secured services used to assist with saving passwords on your behalf.

 If the creation of a username is allowed when making an account, such username must be appropriate for public viewing and not violate any trademark, copyright, or other protected names or marks.

SECONDARY USAGE:

 Prohibited Secondary Usage: Users acknowledge and agree that any content, including but not limited to music, images, videos, and text, obtained through the mobile app or website app, especially exclusive unreleased music from favorite artists, is for personal and non-commercial use within the mobile app or website app only. Users are strictly prohibited from engaging in any secondary usage, distribution, reproduction, or public display of such content outside the mobile app or website app without the explicit written consent of the Company and the respective artists.

 Limited Exception for Sharing within the Mobile App or Website App: Users are allowed to share content, including exclusive unreleased music, with other users within the mobile app or website app's designated sharing features. However, such sharing must be in accordance with the mobile app or website app's functionalities and the intended use of the sharing features provided by the Company.

 Unauthorized Distribution: Users shall not engage in the unauthorized distribution of content obtained through the mobile app or website app, including

but not limited to sharing or disseminating exclusive unreleased music through external platforms, social media, or any other means outside the mobile app or website app's provided functionalities.

 Educational or Review Purposes: Any secondary usage of the content for educational or review purposes must be in compliance with copyright laws, giving proper credit to the respective artists and the Company. Users must not engage in activities that would compromise the integrity or exclusivity of the content within the mobile app or website app.

 Commercial Use Prohibition: Users are expressly prohibited from using the content, especially exclusive unreleased music, for any commercial purposes, including but not limited to selling, licensing, or otherwise exploiting the content for monetary gain without the explicit written consent of the Company and the respective artists.

 Legal Consequences: Violation of this Secondary Usage clause may result in the suspension or termination of the user's account, legal action, and any other remedies available to the Company and the respective artists under applicable laws.

 Reporting Unauthorized Usage: Users are encouraged to report any instances of unauthorized secondary usage or distribution of content obtained through the mobile app or website app through the designated channels provided by the Company.

 Compliance with Laws: Users agree to use the mobile app or website app and its services in compliance with all applicable laws and regulations regarding the use and distribution of copyrighted material.

 Modification of Terms: The Company reserves the right to modify or update this Secondary Usage clause at any time. Users are encouraged to review this clause periodically for any changes.

By using the mobile app or website app and its services, users acknowledge and agree to abide by the terms outlined in this Secondary Usage clause to ensure the proper and respectful use of content, especially exclusive unreleased music, within the mobile app or website app.

SOCIAL MEDIA.

 As part of the website's functionality, you may be able to link and connect a social media profile with your account for sharing information, logging into the website, or for any other reason that is in accordance with the terms of this Agreement and the social media company's terms of use ("social media profile").

 If connecting a social media profile with the "mobile app or website app", it is acknowledged that you may be required to disclose its login information or grant us access. Such disclosure or access is within the terms of use of the social media profile and that you understand that:

 We may access, make available, and store (if applicable) any content that you have provided to and stored in your social media profile so that it is available on and through the "mobile app or website app"via your account, including without limitation any contacts;

 We may submit and receive data, which may include personal information, to your social media profile upon its connection to the website;

 That you have the ability, at any time, to disable the connection between the "mobile app or website app" and the social media profile; and

 That the relationship between you and your social media profile is governed solely by its terms of use and in no way does this Agreement amend your rights and responsibilities unless otherwise stated.

 Due to the policies commonly mentioned in a social media company's terms of use, we make no effort to review any content produced through the connection of a social media profile unless notified by other users, a 3rd party, or another event that triggers a review of the account.

USER SUBMISSIONS & CONTENT.

 You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the "mobile app or website app" ("submissions") provided by you is public and is not considered confidential unless otherwise stated. Upon submissions posted on the website, it becomes our exclusive property along with all intellectual property rights which may be used by us for any lawful purpose, commercial or otherwise, and without acknowledgment or compensation to you.

 With the posting of your submissions, you agree to waive any rights to such submissions and acknowledge their transfer to us. In addition, you agree that after the posting of such submissions, there is no recourse. Therefore, you may not delete submissions to use them on another platform for your benefit or to reclaim their rights.

 Our "mobile app or website app" or services may allow you to chat, make postings (available for public or private viewing), or other communication functionalities, and does not give you the permission to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials on the "mobile app or website app", including but not limited to, text, writings, video, audio, photos, graphics, comments, suggestions, personal information or other material (collectively known as the "content"). Content may be viewable by other users or the general public. As such, any content transmitted by you may be treated as non-confidential and non-proprietary.

THIRD (3RD) PARTY WEBSITE AND CONTENT.

Our app or services may contain links to 3rd party websites or services that are not owned or controlled by us. Therefore, we assume no responsibility for the content, privacy policies, terms of use, practices, services, experiences, activities, or any other acts by 3rd parties. You acknowledge that if you are to be re-directed or forwarded to such 3rd party website, you hold us harmless and free of liability for any action that should occur on such websites, which may or may not include damages, losses, or any other claims.

ADVERTISING.

In the event that we host, display, recommend, or link to "mobile app or website app"or services in exchange for a fee ("advertisements"), it shall be known that such websites and services are often not known to us and are provided via advertisement networks based on user data. We do not own or control such advertisements and assume no responsibility for the content, privacy policies, terms of use, practices, services, experiences, activities, or any other acts. Our only affiliation with such advertisements is the payment per display, clicks, or any other monetary benefit in accordance with its terms and conditions or affiliate terms.

SITE MANAGEMENT.

To ensure the best experience for all users of our "mobile app or website app" and services, we reserve the right, in our sole discretion, to do the following:

 To monitor our "mobile app or website app", services, and any other content for violations by users of this Agreement;

 To take appropriate actions against our users, including legal action, for those who may have violated this Agreement or have attempted to defraud or cause harm to other users;

 To refuse, restrict, limit, disable, or remove any and all files and Content which, due to excessive size limits or other properties, are burdensome to our systems or other users; and

 To otherwise manage our "mobile app or website app"e and services in such a way as to protect our rights and property and to encourage the optimal running of said "mobile app or website app" and services.

PRIVACY POLICY.

 Your access to and use of our app or services is conditional upon your acceptance of our privacy policy. Our privacy policy describes our rules and procedures on the collection, use, and disclosure of your personal information and details your privacy rights and how the law protects you and such data. It is recommended for all users to read to know their rights.

 We maintain the right to store certain data that you have transmitted by the use of the “mobile app or website app” or any of our services. You are solely responsible for the data you transmit and how it relates to any activity you have undertaken when using the “mobile app or website app” and any of its services. Therefore, you agree that we have no liability to you for any loss, breach, or corruption of any data and hereby waive any right of action against us that may or may not arise from such loss, breach, or corruption.

TERMINATION.

We may terminate or suspend your account for any reason and at our sole discretion. If your account is suspended or terminated, we may or may not provide prior notice. Upon termination, your access to the “mobile app or website app” and/or services will cease immediately.

If you wish to terminate your relationship with us, such termination can be made by simply discontinuing your use of the “mobile app or website app” and its services.

PENALTIES:

 Violation Consequences: Users who violate any provisions outlined in the Terms of Use, including but not limited to the clauses related to Payments, Subscriptions, Use of Tokens, Intellectual Property of Creatives, and Secondary Usage, may be subject to penalties as determined by the Company.

 Account Suspension or Termination: The Company reserves the right to suspend or terminate the user's account, temporarily or permanently, as a consequence of any violation of the Terms of Use. The severity and duration of the suspension or

termination will be determined at the sole discretion of the Company based on the nature and extent of the violation.

 Legal Action: Users who engage in activities that result in a breach of applicable laws, including but not limited to intellectual property laws, may be subject to legal action. The Company reserves the right to pursue remedies available under the law to address such violations.

 Loss of Access to Exclusive Content: Violation of the Terms of Use may result in the loss of access to exclusive content, including but not limited to unreleased music from favorite artists, without entitlement to refunds or compensation.

 Financial Penalties: In cases where the violation causes financial harm to the Company or other users, the responsible user may be liable for financial penalties to compensate for any losses incurred.

 Reporting to Authorities: The Company may report any illegal activities or violations of the Terms of Use to relevant authorities, as required by law.

 Modification of Penalties: The Company reserves the right to modify or update the penalties outlined in this clause at any time. Users are encouraged to review this clause periodically for any changes.

 Notice of Violation: Users will be notified of any alleged violation of the Terms of Use through the contact information associated with their account. Users may be given an opportunity to address and rectify the violation before penalties are imposed.

 Appeal Process: Users have the right to appeal penalties imposed by the Company. Appeals must be submitted through the designated channels provided by the Company, and the decision of the Company will be final.

 By using the mobile app or website app and its services, users acknowledge and agree to the potential penalties outlined in this clause for violations of the Terms of Use. The Company reserves the right to enforce penalties to ensure compliance with the Terms of Use and to protect the integrity of the app and its services.

GOVERNING LAW.

The laws governing the company's jurisdiction mentioned herein shall govern this Agreement, including your use and access to the website and services. Your use of this website, services, and any mobile app may be subject to other local, state, national, and international laws.

DISPUTE RESOLUTION.

If you should raise any dispute about the website, its content, or any of the services offered, it is required first to attempt to resolve the dispute formally by contacting us.

a.) Mediation. If a dispute cannot be agreed upon by the parties, it shall be moved to mediation for a period of 30 days with at least 10 hours to be committed by each party in accordance with the procedures of the Arbitration & Mediation laws of Lagos State. All costs related to said mediation shall be shared equally by both parties. Page 20

b.) Arbitration. If the dispute cannot be agreed upon during the mediation period, then the dispute will be submitted to binding arbitration in the jurisdiction of governing law.

We maintain the right to bring proceedings regarding the substance of any dispute in the courts of the country where you or we reside.

“AS-IS” DISCLAIMER.

 It is recognized to you, as a user of the “mobile app or website app” and any services offered, that they are provided on an “as-is,” “where is,” and “as available” basis, including faults and defects without warranty.

 To the maximum extent permitted under applicable law, the company, on its own behalf and those of its affiliates, licensors, and service providers, expressly disclaim all warranties, whether express, implied, statutory, or otherwise, with respect to the said website and any services offered, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of the course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, we provide no warranty or undertaking, and make no representation of any kind, that the content or any services provided will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, devices, or services, including operating without interruption, or meet any performance or reliability standards or be error and bug-free from any defects that can or will be corrected.

 Without limiting the foregoing, neither we nor any of our providers make any representation or warranty of any kind, express or limited, in regard to the following:

 The operation or availability of the “mobile app or website app” or any services, or the information content, and materials or products included herein;

 The “mobile app or website app” or any services being uninterrupted or bug-free;

 The accuracy, reliability, or currency of any information or content provided through the website or services; and

 The website or any services, servers, content, or e-mails sent on behalf of our company is free of viruses, scripts, trojan horses, worms, malware, timebombs, or any other harmful code.

 Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on the applicable statutory rights of a consumer. Therefore, some or all of the above exclusions and limitations may not apply to you. The exclusions and limitations outlined in this section will be applied to the greatest extent under applicable law.

INDEMNIFICATION.

 You agree to defend, indemnify, and hold us harmless, including any of our subsidiaries, agents, or affiliates and our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any 3rd party due to or arising out of the following:

 Our content;

 Use of the "mobile app or website app" or any of our services;
 Not able to use the "mobile app or website app" or any of our services;

 Any breach of this Agreement;

 Any beach of representations and warranties set forth in this Agreement;
 Any violation of the rights of a 3rd party, including but not limited to intellectual property rights; and

 Any overt harmful act toward any other user of the website or its services.

 Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We agree to use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

NOTICES.

 Except as explicitly stated otherwise, any notices sent to us must be sent to our official email address. Any notices sent to you regarding any communication that must be sent in accordance with this Agreement will be sent to the e-mail registered to any account created on the app.

ELECTRONIC MEANS.

When accessing the “mobile app or website app” or any of its services, sending e-mails, online forms, esignatures, or any type or kind of electronic records or communication, you consent that all agreements, notices, disclosures, and other communications we provide to you in such manner satisfies any legal requirement that such communication should be in writing. You hereby agree that the use of such electronic means will be regarded as sufficient and be viewed as the same as its physical counterpart. Furthermore, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.

UNITED STATES FEDERAL GOVERNMENT END-USER PROVISIONS.

If you are a user acting on behalf of the U.S. federal government, our "mobile app or website app" and its services are treated as a "commercial item" as defined under 48 C.F.R. § 2.101.

EUROPEAN UNION (EU) USERS.

If you are a European Union (EU) resident, consumer, or user, it is recognized that you are entitled to specific protections on how your personal information is collected. We, in our privacy policy, attempt to be in accordance with such rules and regulations.

MISCELLANEOUS.

 This Agreement and any policies or operating rules posted by us, on the "mobile app or website app", or through any services or in respect to such constitute the entire Agreement and understanding between you, as a user, and us, as a company. Our failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. This Agreement operates to the fullest extent permissible by law in accordance with the jurisdiction where we are located and to the protections that you, as a user, are entitled to in your jurisdiction. We reserve the right to assign any or all of our liabilities, services, and obligations to another party at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by an event beyond our reasonable control.

 If any provision, section, clause, or part of this Agreement is determined to be unlawful, void, or unenforceable, that said portion of this Agreement is determined to be severable and does not affect the validity and enforceability of any remaining language.

 It is understood that this Agreement does not create a joint venture, partnership, employment, or agency relationship between you and us, the website, or any of its services. You agree that this Agreement will not be construed against us by virtue of having drafted and published on the "mobile app or website app" for your

review. Therefore, you agree to waive any and all defenses that may have been assumed under this Agreement and the lack of signing by any party hereto.

 If this Agreement has been translated, you agree that its original English text shall prevail in the case of a dispute.

ACCEPTANCE.

Your acceptance of these Terms of Use, whether by clicking 'Accept' or by accessing and using this application in any manner, signifies your full understanding and unequivocal agreement to abide by all provisions outlined herein. By proceeding, you acknowledge that your acceptance encompasses all terms, conditions, policies, and guidelines set forth within these Terms of Use, and that your use of this application is contingent upon compliance with the entirety of these terms.

FRANKED BY:

Alex Afolalu Esq.

For: Win League Music Ltd