

Yahon360 Website Terms of Service

October 18, 2019

Yahon360, a Krishna Music Group Sagl Company ("Yahon360", "we" or "us") provides access to the Yahon360 website, currently located at <https://www.yahon360.com> and associated subpages (including, without limitation, <https://www.yahon360.com/app/web/signup>), (collectively, "Site"), and certain features, functionality and services (including, without limitation, Yahon360) offered by us in connection with the Site ("Services"). These terms and conditions ("Terms") govern your access and use (as a registered user or otherwise) of the Site and Services. By accessing or using the Site and/or Services, you accept and agree to be bound by these Terms. If you do not agree, you may not access or use the Site or Services. Your use of Yahon360's distribution services, if applicable, is separately governed by the Yahon360 Distribution Agreement, and any of its attachments or addendum, located in your dashboard.

Terms of Access and Use

Subject to these Terms, we grant you a limited, non-exclusive, nontransferable personal license to access and use the Site and Services. By accessing the Site and using the Services, you represent and warrant that you are over eighteen (18) years of age, and that you are either an individual acting on your own behalf, or the authorized agent of another individual or business. Your use of the Site and the Services as an authorized agent shall not relieve you of personal responsibility for your use of the Site and the Services. The rights granted to you by these Terms may be revoked by Yahon360 at any time, in its discretion.

Registration and Accounts

In order to use certain features of the Site or Services, you may be required to register for an account ("Account") with us and provide certain information about yourself as prompted by the Site registration form. You represent and warrant that all required registration information you submit is truthful and accurate, and that you will maintain the accuracy of such information. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. We cannot and will not be liable for any loss or damage arising from unauthorized access to your Account or your failure to comply with the above requirements.

Privacy

For information regarding our collection and use of information you provide to us, please refer to the Site's privacy policy ("Privacy Policy"), located below which shall supplement and be incorporated into these Terms by reference. By entering into these Terms, you agree to our collection, use and disclosure of your personal information in accordance with our Privacy Policy.

Restrictions

You may not rent, transfer, assign, resell or sublicense access to the Site or Services to any third-party. You further agree not to combine or integrate the Site and the Services with hardware, software or other technology or materials not provided by us. You may not modify or create any derivative product based on the Site and/or the Services. You may not decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Site and the Services is compiled or interpreted, and nothing in these Terms should be interpreted as granting you any right to obtain or use source code. Except as expressly stated herein, no part of the Site or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Site or Services shall be subject to these Terms.

You further agree not to use the Site and the Services to: (a) violate any local, state, national or international law; (b) stalk, harass or harm another individual; (c) collect or store personal data about other users; (d) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or (e) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services. You may not (i) use any high volume, automated, or electronic means to access the Services (including, without limitation, robots, spiders or scripts); or (ii) frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages, without our prior written consent.

Ownership

As between you and us, we retain all right, title and interest in and to the Site and the Services, and all related intellectual property rights. All rights in and to the Site and the Services not expressly granted herein are reserved. You

may not copy, distribute, publicly perform, publicly display, digitally perform (in the case of sound recordings), or create derivative works from any copyrighted work made available or accessible via the Site or the Services. All trademarks, logos and service marks (“Marks”) displayed on the Site or Services are either our property, or the property of third parties. You are not permitted to use these Marks without our prior written consent, or the consent of such third party owner of the Mark(s) if not owned by Yahon360.

User Content and Activity

Some areas of the Site and/or Services may allow users to submit reviews, comments, questions, content, images, and other information or materials (“User Content”) directly on the Site or submit private messages (which may include User Content) (“Direct Messages”) to other users on the Services (collectively, “User Activity”). You are solely responsible for the User Content and Direct Messages you submit through the Services as well as your User Activity generally. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content and Direct Messages.

In addition to any other restrictions contained in these Terms, you agree not to submit User Content and/or Direct Messages, or otherwise take part in User Activity that:

- (a) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or other third party;
- (b) may create a risk of any other loss or damage to any person or property;
- (c) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- (d) may constitute or contribute to a crime or tort;
- (e) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable;

- (f) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); or
- (g) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or
- (h) contains any information or content that you know is not correct and current.

You agree that any User Content or Direct Messages that you submit do not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below), rights of publicity and privacy. By uploading, publishing, modifying or displaying User Content to any part of the Site or Services (excluding Direct Messages), you automatically grant, and you represent and warrant that you have the right to grant, to us an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), transmit, and distribute such User Content for any purpose on or in connection with the Services. Yohon360 reserves the right, but is not obligated, to reject and/or remove any User Content and/or Direct Messages that Yohon360 believes, in its sole discretion, violates these provisions.

Yohon360 takes no responsibility and assumes no liability for any User Content and/or Direct Messages that you or any other users or third parties post or send through the Site and/or Services. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content or Direct Messages that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Service, is solely your responsibility. Yohon360 is not responsible for any public display or misuse of your User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree that Yohon360 shall not be liable for any damages you allege to incur as a result of such User Content.

For the purposes of these Terms, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and

registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

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You may be able to access websites, content, products or services provided by third parties through links that are made available on the Site (“Third Party Services”). For example, we may include links to various digital music services. If you elect to use such Third Party Services, you understand that your use of them will be subject to any terms and conditions required by the applicable third parties. You understand that Yahn360 is not the provider of, and (to the maximum extent legally permitted) is not responsible for, any such Third Party Services or any transactions or use thereof. Where the Site includes any links to Third Party Services, this does not imply any endorsement by us of the goods, services or materials available on such Third Party Services.

Hold Harmless and Limited Liability

You agree to use the Site and Services at your own sole risk, and agree to hold harmless Yahn360 and its licensors and/or any of our or their respective successors and assigns from any and all liability, harm, damages, costs (including attorneys' fees and legal and court costs), expenses, allegations, claims and legal action of any kind at any time or of any sort that may arise from your use of the Site or Services and/or any violation of these Terms or of applicable law. Your agreement to these Terms shall permanently and wholly bar you from any legal action of any sort towards Yahn360 for the use of the Site and/or Services or any resultant effects of any sort, shape, kind or type, including any statutory and/or tort actions, specifically inclusive of any legal, action of any type, kind, or sort.

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Copyright Claims

If you believe that any content on our Site or Services infringes upon your or another's copyright, please send us an e-mail or other written notice that includes the following information: (a) an electronic or physical signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) a description of where the material that you claim is infringing is located on the Site; (d) your address, telephone number, and e-mail address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our designated Copyright Agent for notice of claims of copyright infringement is:

Copyright Agent
Yahon360 a Krishna Music Group Sagl Company
Email: legal@Yahon360.com

It is our policy, in appropriate circumstances, to terminate the Accounts of users who are repeat infringers or are repeatedly charged with infringement.

Modifications

We may change these Terms from time to time, and expect to do so as we evolve and expand the Services. Any such changes will become effective immediately upon your assent thereto. Continuing use of the Site and the Services after changes to the Terms have been posted shall be deemed assent to the changes. If you object to any such changes, your sole recourse will be to cease using the Site and the Services. Continued use of the Site or the Services following posting of any such changes will indicate your acknowledgement of such changes and your agreement to be bound by the revised Terms, inclusive of such changes.

Miscellaneous

These Terms and the Privacy Policy constitute the entire agreement between you and us with respect to your access to and use of the Site and Services. We reserve the right to terminate these Terms, your Account, and your access to the Site and the Services at any time without notice. You may delete your Account at any time, for any reason, by following the instructions on the Site. Your rights under these Terms will automatically and immediately terminate if you fail to comply with your promises and obligations stated in these Terms. If any provisions hereof are deemed invalid or unenforceable, they will be severed or construed to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions shall remain in full force and effect. No waiver of any provision by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The Site and Services are hosted and operated in the Switzerland and we make no representation that any content is appropriate for access outside of Switzerland. Those who choose to access the Site and Service from outside Switzerland do so on their own initiative and are responsible for compliance with local laws. These Terms shall be construed and enforced in accordance with the laws of Milan (Italy), without regard to any conflict of law provisions, and any and all legal actions in connection with the Site, Service and/or these Terms of Service or our Privacy Policy shall be brought exclusively in the federal or state courts located in Milan, Italy.