

# TERMS OF USE

Last Updated December 28, 2021

Welcome to Song Toast™

THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT REQUIRE YOU TO ARBITRATE ALL DISPUTES YOU HAVE WITH SONG TOAST, LLC ON AN INDIVIDUAL BASIS. YOU EXPRESSLY AGREE THAT DISPUTES BETWEEN YOU AND SENDPOINT FITNESS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU HEREBY WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS WIDE ARBITRATION.

## 1. Acceptance of Terms

- 1.1. Song Toast, LLC (referred to as “**Company**” “**us,**” or “**we**”) provides the the [www.thesongtoast.com](http://www.thesongtoast.com) website (the “**Platform**”), which provides high-quality music and entertainment services (collectively referred to as “**Offerings**”), subject to your compliance with the following Terms of Use (“**Terms**”), as well as any other written agreement(s) between us and you.
- 1.2. We reserve the right to change these Terms from time to time with or without notice to you. You acknowledge and agree that it is your responsibility to periodically review our Platform policies and these Terms for modifications. Your continued use of our Platform and Offerings after any such modifications will constitute acknowledgment and acceptance of the modified Terms and policies.
- 1.3. As used in these Terms, references to our “**Affiliates**” include our owners, licensees, assigns, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Platform and/or contents and Offerings available on our Platform.
- 1.4. BY USING OUR PLATFORM AND OFFERINGS ON THIS PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, DO NOT USE OUR PLATFORM OR OFFERINGS ON THIS PLATFORM. YOUR SOLE REMEDY FOR DISSATISFACTION WITH OUR PLATFORM OR OFFERINGS AVAILABLE ON THIS PLATFORM, OR THESE TERMS IS TO CEASE USING THE PLATFORM AND/OR OFFERINGS.

## 2. Offerings

- 2.1. The Company provides a number of Offerings for users on its Platform, including the [www.thesongtoast.com](http://www.thesongtoast.com) website.
- 2.2. You are solely responsible for providing, at your own expense, all equipment necessary to use the Platform and Offerings, including a computer and modem, your own Internet access, and payment of any service fees associated with such access.

## 3. No Guarantee

- 3.1. Although the Company works hard to provide quality Offerings, you understand and

acknowledge that we cannot promise or guarantee specific results from using the Platform or Offerings available on this Platform.

#### **4. Temporary Interruptions**

4.1. You understand and agree that temporary interruptions of the Platform may occur as normal events that are out of our control. You also understand and agree that we have no control over the third-party networks or services that we may use to provide you with the Offerings. You agree that the Offerings available on this Platform are provided “AS IS” and that we assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings.

#### **5. Payment and Fees**

5.1. If you choose to purchase and/or use one or more of the Offerings provided on our Platform, you agree to pay all applicable fees associated with the Offerings.

5.2. This Platform does not process credit cards, or take other payment processing information. Payment processing is handled through third-party services, such as Paypal.com. In the event you sign up for a Service that is ongoing and incurs recurring charges (such as a subscription), such charges will be billed in advance of service.

#### **6. Overdue Amounts**

6.1. If, for any reason, your credit card company declines or otherwise refuses to pay the amount owed for the Offerings you have purchased, you agree that we may, at our option, suspend or terminate performance of Offerings or delivery of products and may require you to pay any overdue amounts incurred (including any third-party chargeback fees or penalties) by other means acceptable to us. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

#### **7. Platform Conduct, Posting Policies, and Third Party Websites**

7.1. Your use of the Platform is subject to all applicable laws and regulations, and you are solely responsible for any comments, posts, and information you leave on the Platform. By posting information on the Platform, or by otherwise using any communications service, message board, newsgroup, or other interactive service available on the Platform, you agree that you will not post comments, messages, links, code or other information that:

7.1.1. is unlawful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, tortious, invasive of another’s privacy, or includes graphic descriptions of sexual or violent content;

7.1.2. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;

7.1.3. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;

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- 7.1.4. consists of unsolicited advertising, junk, spam, or bulk email, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- 7.1.5. contains any form of malicious code, files, or programs that are designed or intended to disrupt, damage, or limit the functionality of any software, hardware, or telecommunications equipment or otherwise causes damage, or allows you to obtain unauthorized access to any data or other information of any third party;
- 7.1.6. breaches the security of, compromises or otherwise allows access to secured, protected or inaccessible areas of this Platform, or attempts to gain access to other network or server via your account on this Platform; or
- 7.1.7. impersonates any person or entity, including any of our employees or representatives.

### **8. Children's Online Privacy Protection Act**

- 8.1. For more information about the Children's Online Privacy Protection Act of 1998 ("**COPPA**"), see our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

### **9. No Endorsement**

- 9.1. The Company neither endorses nor assumes any liability for any material uploaded or submitted by users on any part of the Platform. Although we do not pre-screen, police, or monitor information posted on the Platform, we and our agents reserve the right to remove any and all postings that we feel do not comply with these Terms and any other rules of user conduct for our Platform, or are otherwise harmful, objectionable, or inaccurate. You understand and agree that we are not responsible for any failure or delay in removing such postings.

### **10. Third-Party Platforms and Information**

- 10.1. This Platform may redirect or link to other websites on the Internet, or may otherwise include references to information, products or services made available by unaffiliated third parties. While we make every effort to work with trusted, reputable providers, from time to time such websites may contain information, material, or policies that some may find inappropriate or personally objectionable. You understand that we are not responsible for the accuracy, completeness, decency or legality of content hosted by third party websites, nor are we responsible for errors or omissions in any references made on those websites. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with the Platform or party by us, or any warranty of any kind, either express or implied.

### **11. Promotions**

- 11.1. From time to time, this Platform may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this Platform. Any such correspondence or promotions, including the delivery of and the payment for goods and services by those third parties, and any other terms, conditions, warranties or representations associated therewith, are solely between you and the advertiser.

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We assume no liability, obligation, or responsibility for any part of any such correspondence or promotion.

### 12. Company Intellectual Property

- 12.1. For purposes of these Terms, “**Company Content**” is defined as any information, communications, software, published works, photos, video, graphics, music, sounds, or other material that can be viewed by users on our Platform and is owned by Company or its Affiliates.
- 12.2. By accepting these Terms, you agree that all content presented to you on this Platform is protected by any and all intellectual property and/or other proprietary rights available within the United States, and is the sole property of the Company and/or its Affiliates.
- 12.3. The following are registered trademarks, trademarks or service marks of the Company or its Affiliates: Song Toast, LLC<sup>™</sup>, Song Toast<sup>™</sup>, and other marks.
- 12.4. All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of the Company or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of the Company or its Affiliates.
- 12.5. Certain ideas, software and processes incorporated into the Offerings available on this Platform are protected by intellectual property law and/or patent applications pending in the United States, and we intend to prepare and file additional patent applications in selected foreign jurisdictions.

### 13. Limitations on Use of Content

- 13.1. Except for a single copy made for personal use, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any content from this Platform in any form or by any means whatsoever without prior written permission from us. Any unauthorized use of Platform content violates our intellectual property interests and could result in criminal or civil penalties.

### 14. No Warranty for Third-Party Infringement

- 14.1. Neither we or our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this Platform will not infringe the rights of third parties.

### 15. Intellectual Property

- 15.1. Subject to our Privacy Policy, any communication or material that you transmit to this Platform or to us, whether by email or other means, for any reason, will be treated as non-confidential and non-proprietary user content (“**User Content**”). While you retain all rights to the User Content, you grant us (including our employees and Affiliates), a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, publish, translate, adapt, modify, and otherwise use the User Content for any purpose whatsoever, regardless of the form or medium in which it is used.
- 15.2. We respect the intellectual property rights of others, and we ask you to do the same. In

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instances where we are notified of alleged infringing Company Content or User Content through our Designated Agent, a decision may be made to remove access or disable access to such materials, in compliance with the safe harbor provisions of the Digital Millennium Copyright Act (“**DMCA**”), 17 U.S.C. § 512(c), *et. seq.* We may also make a good faith attempt to contact the person who submitted the affected material so that they may make a counter-notification.

- 15.3. If you believe that you or someone else’s intellectual property has been infringed by Company Content or User Content provided on this Platform, you (or the owner or rights holder, collectively, “**Rights Holder**”) should send notification to our Designated Agent immediately.
- 15.4. Prior to sending us notice, the Rights Holder may wish to consult a lawyer to determine their rights and legal obligations under the DMCA and any other applicable laws. Nothing here or anywhere on this Platform is intended as a substitute for qualified legal advice.
- 15.5. To file a DMCA Takedown Notice of Infringing Material, we ask that the Rights Holder provide us the following information:
  - 15.5.1. Reasonably sufficient details about the nature of the intellectual property in question, or, in the case of multiple alleged infringements, a representative list of any applicable U.S. Copyright Registration numbers, U.S. Patent and Trademark Registration numbers, and URLs;
  - 15.5.2. Reasonably sufficient details to enable us to identify and locate the material that is allegedly infringing the Rights Holders’ intellectual property (for example, the URL of the page that contains the alleged infringing material);
  - 15.5.3. The Rights Holder’s name, address, phone number, and email so that we can contact them;
  - 15.5.4. A statement that the Rights Holder has a good faith belief that the use of the material identified is not authorized by the intellectual property owner, its agent, or the law;
  - 15.5.5. A statement, under penalty of perjury, that the information in the notification is accurate and that the Rights Holder is authorized to act on behalf of the copyright owner; and
  - 15.5.6. The Rights Holder’s electronic signature.
- 15.6. Notice for intellectual property violations may be sent by mail or email to:
  - 15.6.1. Song Toast, LLC  
ATTN: Intellectual Property Agent  
30 Bridgeport Way  
Mt Juliet, TN 37122
  - 15.6.2. [team@thesongtoast.com](mailto:team@thesongtoast.com)

## 16. DMCA Counter-Notification

- 16.1. If material that you have posted to our Platform has been taken down, you may file a counter-notification that contains the following details:

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- 16.1.1. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
  - 16.1.2. A statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material in question;
  - 16.1.3. Your name, address, phone number, and email;
  - 16.1.4. A statement that you consent to the jurisdiction of federal district court in Tennessee, and that you will accept service of process from the person who provided notification in compliance with Section 512 (c)(1)(C) of the DMCA, or an agent of such person; and
  - 16.1.5. Your physical or electronic signature.
- 16.2. DMCA counter-notifications may be sent by mail or email to:
- 16.2.1. Song Toast, LLC  
ATTN: Intellectual Property Agent  
30 Bridgeport Way  
Mt Juliet, TN 37122
  - 16.2.2. [team@thesongtoast.com](mailto:team@thesongtoast.com)
- 16.3. You also acknowledge and agree that upon receipt of a notice of a claim of intellectual property infringement, we may temporarily or permanently remove the identified materials from our Platform without liability to you or any other party.

## 17. Confidential Information

- 17.1. As stated above, all communications sent by you to us will be treated as non-confidential and non-proprietary (subject to our Privacy Policy). Please do not submit confidential or proprietary information to us (including patentable ideas, new content suggestions, or business proposals) unless we have mutually agreed in writing otherwise. Ideas that we receive unsolicited will be treated as property owned by the Company and will not be returned to you.

## 18. Email Services and Stored Data

- 18.1. We may make email services available to users of our Platform, either directly or through a third-party provider. We will not inspect or disclose the contents of private email messages except with the consent of the sender or the recipient, or in the narrowly-defined situations provided under the Electronic Communications Privacy Act, 18 U.S.C. § 2510, *et. seq.* or as otherwise required by law or by court or governmental order. Further information is available in our Privacy Policy.

## 19. Spam Prevention

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- 19.1. We use automated tools or techniques to protect our users from mass unsolicited mailings (also known as “spam”) and/or other types of malicious or harmful content. However, such tools or techniques are not perfect, and we therefore are not responsible in cases where legitimate communications are accidentally blocked, or unsolicited communications get through to the email you use to access our Platform.

## 20. Storage Provided by Us

- 20.1. If you opt to store personal data of any kind on our Platform, you understand and agree to abide by our general practices and limits concerning use of the Offerings available on our Platform, including without limitation the maximum number of days that uploaded content will be retained, the maximum disk space that will be allotted, and the maximum number of times you may access the services in a given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this Platform. You acknowledge that we reserve the right to remove or terminate accounts which have not paid a subscription fee (if applicable), that remain inactive for longer than 1 year, or in cases where you have violated one or more terms of this Agreement.

## 21. Privacy and Security

- 21.1. In order to access some of the Offerings on our Platform, or to post User Content, you may be asked to set up an account and password. Our account registration page requests certain personal information from you (“**Registration Info**”). You will have the ability to maintain and periodically update your Registration Info as you see fit.
- 21.2. By registering, you agree that all information provided by you as Registration Info is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate.

## 22. Passwords and Security

- 22.1. If you register for an account on the Platform, you agree that you are responsible for maintaining the security and confidentiality of your password, and that you are fully responsible for all activities or charges that are incurred under your account. Therefore, you must take reasonable steps to ensure that others do not gain access to your password and account. Our employees will never ask you for your password.

## 23. Disclosure to Third Party Affiliates

- 23.1. The information we obtain through your use of this site, including your Registration Info, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

## 24. Disclaimers

- 24.1. ALL CONTENT AND OFFERINGS ON OUR PLATFORM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY

OF NON-INFRINGEMENT.

24.2. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT:

- 24.2.1. THE CONTENT, OFFERINGS, OR PLATFORM WILL MEET YOUR REQUIREMENTS;
  - 24.2.2. THE CONTENT, OFFERINGS, OR PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;
  - 24.2.3. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CONTENT, OFFERINGS, OR PLATFORM WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; AND/OR
  - 24.2.4. THE QUALITY OF ANY CONTENT OR OFFERINGS PURCHASED OR OBTAINED BY YOU FROM THE PLATFORM FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS, OR DEFECTS.
- 24.3. OUR PLATFORM COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE CONTENT AND OFFERINGS ON OUR PLATFORM, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS OR OFFERINGS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE CONTENT OR PRODUCTS AVAILABLE ON OUR PLATFORM MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT OR OFFERINGS.
- 24.4. THE USE OF THE OFFERINGS OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY PRODUCTS OR CONTENT THROUGH THE PLATFORM IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.
- 24.5. THROUGH YOUR USE OF THE PLATFORM, YOU MAY HAVE OPPORTUNITIES TO ENGAGE IN COMMERCIAL TRANSACTIONS WITH OTHER USERS AND VENDORS. YOU ACKNOWLEDGE THAT ALL TRANSACTIONS RELATING TO ANY PRODUCTS OR OFFERINGS PROVIDED BY ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO THE PURCHASE TERMS, PAYMENT TERMS, WARRANTIES, GUARANTEES RELATING TO SUCH TRANSACTIONS, ARE AGREED TO SOLELY BETWEEN THE SELLER OF SUCH MERCHANDISE AND YOU.
- 24.6. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH A THIRD PARTY, OR IN CONNECTION WITH THE PLATFORM, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY OFFERINGS OR CONTENT AVAILABLE ON OR THROUGH THE PLATFORM FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.
- 24.7. WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE THE PLATFORM, INCLUDING ANY OFFERINGS OR FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE



EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, CHANGES IN ANY APPLICABLE PRICING STRUCTURES, THE ADDITION OF FREE OR FEE-BASED SERVICES, OR CHANGES TO LIMITATIONS ON ALLOWABLE CONTENT, FILE SIZES, OR FILE TYPES. ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE THEN-CURRENT OFFERINGS ON THIS PLATFORM SHALL ALSO BE SUBJECT TO THESE TERMS OF USE.

- 24.8. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

## **25. Liability Waivers**

- 25.1. YOU UNDERSTAND AND AGREE THAT SONG TOAST, LLC, OUR OWNERS, LICENSEES, ASSIGNS, SUBSIDIARIES, AFFILIATED COMPANIES, OFFICERS, DIRECTORS, SUPPLIERS, PARTNERS, SPONSORS, ADVERTISERS, ARE NOT AND WILL NOT BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING PRE-JUDGMENT INTEREST AND ATTORNEYS' FEES, ARISING FROM THE USE OF THE PLATFORM OR FROM SOFTWARE, CONTENT, INFORMATION, MATERIALS, OR PRODUCTS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PLATFORM, OR FOR ANY DAMAGES IN EXCESS OF THE AMOUNT PAID FOR THE SPECIFIC ITEM, CONTENT, OR SOFTWARE GIVING RISE TO THE APPLICABLE CLAIM FOR DAMAGES.
- 25.2. YOU UNDERSTAND AND AGREE THAT SONG TOAST, LLC, OUR OWNERS, LICENSEES, ASSIGNS, SUBSIDIARIES, AFFILIATED COMPANIES, OFFICERS, DIRECTORS, SUPPLIERS, PARTNERS, SPONSORS, ADVERTISERS, ARE NOT LIABLE FOR ANY ACT OR OMISSION COMMITTED BY PLATFORM USERS IN CONNECTION WITH THEIR USE OF THE PLATFORM OR CONTENT CONTAINED WITHIN THE PLATFORM REGARDLESS OF ANY RESULTING INJURY THAT MAY HAVE BEEN CAUSED BY SUCH AN ACT OR OMISSION COMMITTED BY PLATFORM USERS.

## **26. Limitation of Liability and Indemnification**

- 26.1. YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY, IF ANY, FOR ANY CLAIMS ARISING OUT OF THESE TERMS AND YOUR USE OF THIS PLATFORM SHALL BE LIMITED TO THE AMOUNT YOU PAID US FOR OFFERINGS PURCHASED ON THE PLATFORM DURING THE 1 MONTH PERIOD BEFORE THE ACT GIVING RISE TO THE LIABILITY.
- 26.2. IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA LOSS, OR PROFIT LOSS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS PLATFORM.
- 26.3. FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY PROMISES

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REGARDING OUR OFFERINGS OR CONTENT OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH THE THIRD PARTY THROUGH THIS PLATFORM, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

- 26.4. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.
- 26.5. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US AND OUR AFFILIATES HARMLESS FROM ALL LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING ATTORNEYS' FEES THAT MAY ARISE FROM YOUR USE OR MISUSE OF THIS PLATFORM. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

### 27. Grounds for Termination of Use

- 27.1. You agree that we may, at our sole discretion, terminate or suspend your access to all or part of the Platform with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive, or illegal activity may be grounds for barring your access to this Platform, and reporting you to the proper authorities, if necessary.

### 28. No Right to Offerings Upon Termination

- 28.1. Upon termination and regardless of the reasons motivating such termination, your right to use the Offerings available on this Platform will immediately cease. We shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith. These Terms, as well as your liability for any unpaid fees, if applicable, shall survive any termination.

### 29. Miscellaneous Provisions

- 29.1. **Notices.** All notices to us shall be in writing and sent either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at [team@thesongtoast.com](mailto:team@thesongtoast.com) if by email, or to our address at Song Toast, LLC, 30 Bridgeport Way, Mt Juliet, Tennessee 37122, if by conventional mail. You agree to allow us to submit notices to you either through the email address provided, or to the address we have on record.
- 29.2. **International Use.** Although this Platform may be accessible worldwide, we make no representation that materials on this Platform are appropriate or available for use in locations outside the United States. Those who choose to access this Platform from other locations do so on their own initiative and at their own risk. If you choose to access this Platform from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited to, the taxation of products purchased over the Internet. Any offer for any product, service, and/or information made in connection with this Platform is void where prohibited.
- 29.3. **No Resale Right.** You agree not to sell, resell, reproduce, duplicate, distribute, copy or use for any commercial purposes any portion of this Platform, or use of or access to this Platform or

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Offerings provided through this Platform, beyond the limited rights granted to you under Section 12 of these Terms.

- 29.4. **Force Majeure.** In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of Offerings available through our Platform arising from any event beyond our reasonable control, whether or not foreseeable by us or you, including but not limited to, pandemic, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.
- 29.5. **Governing Law.** This Platform (excluding any Third Party websites) is controlled by us from our offices in Tennessee, and these Terms shall be governed by, and construed in accordance with, the laws of the State of Tennessee without regard to the conflicts of laws principles.
- 29.6. **Jurisdiction and Venue.** By using our Platform, you consent to the jurisdiction of the federal and state courts serving Davidson County, Tennessee and the Parties agree that any legal proceeding arising out of or in connection with these Terms must be brought solely in the federal or state courts located in Davidson County, Tennessee. By using our Platform, you agree to waive objections based on the grounds of lack of jurisdiction or forum non-conveniens to the exercise of Tennessee federal and state courts' jurisdiction over you.
- 29.7. **Integration.** These Terms and all incorporated policies constitute the entire agreement and understanding between the parties concerning the subject matter contained within and supersedes all prior agreements and understandings of the parties. These Terms may NOT be altered, supplemented, or amended by the use of any other documents. To the extent that anything in or associated with the Platform is in conflict or inconsistent with these Terms, these Terms shall take precedence.
- 29.8. **Binding Effect.** These Terms shall be binding upon the parties and any permitted successors, heirs, assigns, executors, and administrators.
- 29.9. **Severability.** If any provision within these Terms is deemed unenforceable by a court of competent jurisdiction, that provision is deemed severable and the remaining provisions shall remain in effect.
- 29.10. **No Waiver.** Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.