

# MusicArena Terms of Service

Release Date of this Terms of Service: August 25, 2025

Effective Date of this Terms of Service: August 25, 2025

Welcome to use MusicArena ("**We**," "**us**" or "**our**")! By accessing or using our Services, you confirm that you can form a binding contract with us, that you accept these Terms and that you agree to comply with them. Your registering, accessing or using the Platform or using the Service is subject to the Terms of Service, the Privacy Policy, and other applicable terms we may publish and update in connection with your use of the Service from time to time (together, this "**Agreement**").

## 1. General Terms and Conditions

(a) **Consideration.** We may provide you with access to all or part of the Service free of charge, with certain privileges, or in exchange for payment as displayed on the Services. In return for enjoying free or credits-based access to the Service, you further acknowledge and agree that we may generate revenues, increase goodwill or otherwise enhance our value through your use of the Service, and you will have no right to share in any such revenue, goodwill or value whatsoever.

(b) **Changes to this Agreement.** You understand and agree that we may change this Agreement at any time without prior notice; provided that we will endeavor to provide you with prior notice of any material changes that may apply to you, including through the posting of a revised Agreement that you may be required to accept in order to continue using the Service. You may read a current, effective copy of this Agreement at any time by selecting the appropriate link on the Service. The revised Agreement will become effective at the time of posting unless specified otherwise. Any use of the Service after the effective date will constitute your acceptance of such revised Agreement. If you find any change to this Agreement or the Service unacceptable, then your sole remedy is to stop accessing, browsing and otherwise using the Service. The terms of this Agreement will govern any updates MusicArena provides to you that replace and/or supplement any portion of the Service, unless the upgrade is accompanied by a separate license or revised Agreement, in which case the terms of that license or revised Agreement will govern. Notwithstanding the preceding sentences of this Section 1(b), no revisions to this Agreement will apply to any dispute between you and MusicArena that arose prior to the effective date of such revision.

(c) **Privacy Policy.** Your access to and use of the Service is also subject to MusicArena's Privacy Policy, the terms and conditions of which are incorporated herein by reference.

(d) **Jurisdictional Issues.** The Service is controlled and operated by MusicArena from its offices in Singapore. Those who choose to access or use the Service are responsible for

compliance with the laws of the place where the Service operates and local laws, if and to the extent local laws are applicable. Access to the Service from jurisdictions where the contents or practices of the Service are illegal, unauthorized or penalized is strictly prohibited.

**(e) Eligibility.** The Service is not for any users previously suspended or removed from the Service by MusicArena, or intended for persons under the age of 18 in the United States or under the applicable age of majority in your jurisdiction. If you are below that age, you must not use or access the Service without the consent of your parent or legal guardian.

**(f) Additional Terms.** We also may require you to agree to additional terms and/or policies that we make available to you from time-to-time in connection with your use of the Service ("**Additional Terms**"). Any such Additional Terms are hereby incorporated into and subject to this Agreement, and this Agreement will control in the event of any conflict or inconsistency with the Additional Terms to the extent of the conflict or inconsistency.

## **2. Registration and Accounts**

(a) Log-In Credentials. While you may always browse the public-facing portions of the Service without registering with us, in order to enjoy the full benefits of the Service, you must register an account with us (an "**Account**"). To make it easier to use MusicArena, you may also choose to register and login to MusicArena through your account on a third-party platform (e.g., Facebook, Google). In this way, we will create an Account connected to your third-party platform account.

(b) Account Security. You are responsible for the security of your Account, and are fully responsible for all activities that occur through the use of your credentials. You agree to notify MusicArena immediately via the contact information in [Section 15](#) if you suspect or know of any unauthorized use of your log-in credentials or any other breach of security with respect to your Account. MusicArena will not be liable for any loss or damage arising from unauthorized use of your credentials prior to you notifying MusicArena of such unauthorized use or loss of your credentials. Separate log-in credentials may be required to access External Sites (defined in Section 6 below).

(c) Accuracy of Information. When creating an Account, you will provide true, accurate, current and complete information as MusicArena requests. You will update the information about yourself promptly, and as necessary, to keep it current and accurate. We reserve the right to disallow, cancel, remove or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Account if activities occur on your Account which, in our sole discretion, would or might constitute a violation of this Agreement, cause damage to or impair the Service, infringe or violate any third party rights, damage or bring into disrepute the reputation of MusicArena, or violate any applicable laws or regulations.

### 3. Intellectual Property Rights

(a) License. Subject to your complete and ongoing compliance with this Agreement, MusicArena hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, worldwide right and license to access and use the Service solely for your personal, non-commercial use and solely in strict compliance with the provisions of this Agreement.

(b) Service Content. Except for User Content, the content that MusicArena provides to Users on or through the Service, including without limitation, any text, graphics, photos, software and interactive features, may be protected by copyright or other intellectual property rights and owned by MusicArena or its third party licensors (collectively, the "**MusicArena Content**"). Moreover, MusicArena solely owns all design rights, databases and compilation and other intellectual property rights in and to the Service, in each case whether registered or unregistered, and any related goodwill.

(c) Marks. MusicArena trademarks, service marks and logos (the "**MusicArena Trademarks**") used and displayed on the Service are MusicArena's registered and unregistered trademarks or service marks. Other product and service names located on the Service may be trademarks or service marks owned by third parties (the "**Third-Party Trademarks**," and, collectively with MusicArena Trademarks, the "**Trademarks**"). Except as otherwise permitted by law, you may not use the Trademarks to disparage MusicArena or the applicable third-party, MusicArena's or a third-party's products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from any Service without MusicArena's prior express written consent. All goodwill generated from the use of any MusicArena Trademark will inure solely to MusicArena's benefit.

(d) Restrictions. MusicArena hereby reserves all rights not expressly granted to you in this Section. Accordingly, nothing in this Agreement or on the Service will be construed as granting to you, by implication, estoppel or otherwise, any additional license rights in and to the Service or any MusicArena Content or Trademarks located or displayed therein.

(e) Output. The intellectual property rights and other rights (if any) in any content generated by the third-party AI models or services you select through MusicArena, based on your instruction and the user content you provide (the "**Output**") shall be determined in accordance with the terms and policies of the such AI model or service. As between you and us, we will not claim any right to your Output.

You acknowledge and agree that you grant MusicArena an unrestricted, assignable, sublicensable, irrevocable, royalty-free license throughout the universe to reproduce, distribute, publicly display, communicate to the public, make available, and otherwise exploit or use (collectively, "**Use**") your Output for providing the Service to you. In addition, if you choose to share the Output, you grant us a license to make such Output available to

any others who receive access to it, whether directly from you or indirectly through subsequent sharing, for purposes of listening, assessment, and rating. You further grant MusicArena a royalty-free license to use your username and avatar (if applicable) to identify you as the source of any of your Output.

#### 4. User Content

(a) Rights to User Content. "**User Content**" means any recordings, audio files, video files, texts, voice data, music, images, other content or materials you upload, post, generate through, or otherwise provide (collectively, "**Generate**" and its grammatical variations) to the Service. You represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity/personality rights contained therein, or are otherwise permitted to use them for the applicable purposes, for example by license or legal exception or limitation. As a condition of your access to and use of the Service, you agree not to use your User Content to infringe on any intellectual property rights, publicity rights/personality rights, or any other legal rights. We reserve the rights, with or without notice, at any time and in our sole discretion, to take down, block access to and/or terminate your User Content and/or your account which infringes or is alleged to infringe any intellectual property right, publicity rights/personality rights, or any other legal rights. You represent and warrant that: (i) you own the User Content you Generate on or through the Service, or otherwise have all necessary rights, permissions, and authorizations to use such User Content and grant the license set forth in this Agreement; (ii) your Generating and Use of your User Content on or through the Service does not violate the privacy rights, publicity rights, personality rights, copyrights, contract rights, intellectual property rights, or any other rights of any person, including, but not limited to, the rights of any person visible in any of your User Content; (iii) Generating your User Content through the Service will not require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties. and (iv) Generating your User Content through the Service does not result in a breach of contract between you and a third party. You agree to pay all monies owing to any person as a result of Generating your User Content through the Service. Subject to the provisions regarding the ownership of Output and MusicArena Content under these Terms of Service, and any third-party rights in any preexisting content included within your User Content, including MusicArena Content, you retain ownership of any rights you may have in your User Content, and Generating your User Content through the Service does not transfer ownership of your rights and will not eliminate you as the copyright owner.

(b) Licenses to User Content. By using the Service, you hereby grant MusicArena an worldwide, non-exclusive, transferable, sublicensable, revocable, royalty-free license to Use, by any means and through any media and formats now known or hereafter developed, all or any part of the User Content, for the following purposes: (i) to provide the Service to you, (ii) with respect to Output, if you choose to share them, to make such Output available to any others who receive access to it, whether directly from you or

indirectly through subsequent sharing, for purposes of listening, assessment, and rating, and (iii) with respect to Outputs, advertise, market, and promote MusicArena and the Service. You further grant MusicArena a royalty-free license to use your username, avatar (if applicable) to identify you as the source of any of your User Content. You must not Generate any User Content on or through the Service or transmit to MusicArena any User Content that you consider to be confidential or proprietary. Any User Content Generated by you to or through the Service or transmitted to MusicArena will be considered non-confidential and non-proprietary, and treated as such by MusicArena, and may be used by MusicArena in accordance with this Agreement without notice to you and without any liability to MusicArena.

(c) Waiver of Rights to User Content. By Generating User Content to or through the Service, you waive any rights to prior inspection or approval of any marketing or promotional materials related to such User Content. You also waive any and all rights of privacy, publicity or any other rights of a similar nature in connection with your User Content, or any portion thereof. To the extent any moral rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral rights, or to support, maintain or permit any action based on any moral rights that you may have in or with respect to any User Content you Generate to or through the Service.

(d) Screening User Content. MusicArena offers Users the ability to Generate User Content or transmit through the Service. MusicArena does not pre-screen any User Content, but reserves the right, with or without notice, to remove, disallow, block or delete any User Content in its sole discretion and at any time. In addition, we have the right - but not the obligation - in our sole discretion and at any time, with or without notice, to remove, disallow, block or delete any User Content (i) that we consider to violate this Agreement, applicable law or otherwise constitute Objectionable Content; or (ii) in response to complaints from other Users or licensors of any MusicArena Content or any governmental authorities, with or without notice and without any liability to you. Without limiting the preceding sentences of this Section, MusicArena also has the right - but not the obligation - to take remedial action in connection with any Objectionable Content as described more fully in Section 4(e) below. MusicArena does not guarantee the accuracy, integrity, appropriateness, availability or quality of any User Content, and under no circumstances will MusicArena be liable in any way for any User Content, where permissible under applicable laws and regulations.

(e) Objectionable Content. You are not permitted to and agree not to Generate any User Content to or through the Service that is or could be interpreted to be (i) abusive, bullying, defamatory, harassing, harmful, hateful, inaccurate, infringing, libelous, objectionable, obscene, offensive, pornographic, shocking, threatening, fraudulent, unlawful, violent, vulgar, pedophilic, invasive of another's privacy including bodily privacy, insulting or harassing on the basis of gender, libelous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the applicable laws in force; (ii) promoting any product, good or service, or bigotry,

discrimination, hatred, intolerance, racism or inciting violence (including suicide); (iii) belonging to another person over which you do not have any right; (iv) harming minors in any way; (v) deceiving or misleading the addressee or recipient of such information about the origin of such information; (vi) threatening the unity, integrity, defense, security or sovereignty of any country, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting another nation. (vii) patently false and untrue and having been written or published with the intent to harass or mislead for financial gain, or causing injury to any person; or is patently false or misleading, but is knowingly and intentionally communicated as it can be reasonably perceived as a fact; or (viii) infringing any patent, trademark, copyright, other proprietary rights, publicity rights/personality rights, or any other legal rights; in each of clauses (i) to (viii) of this paragraph, as MusicArena may determine in its sole and absolute discretion (collectively, "**Objectionable Content**"). Generating any Objectionable Content may subject you to third party claims and none of the rights granted to you in this Agreement may be raised as a defense against any third party claims arising from your Generating Objectionable Content. You also agree not to use the Service for illegal or unlawful purposes, including, without limitation, to impersonate others to commit fraud, to stalk any other User or to encourage any User to harm himself or herself or any other person. If you encounter any Objectionable Content on the Service, then please immediately email MusicArena via the information in [Section 15](#) "Contact us" or inform us through the functionality offered on the Service. You acknowledge and agree that MusicArena provides you with the ability to report Objectionable Content as a courtesy, and MusicArena has no obligation to remove or take any other action with respect to any Objectionable Content on the Service that you report to us. However, MusicArena in its sole discretion may take any actions it deems necessary and/or appropriate against any User who Generates Objectionable Content on the Service, including, but not limited to, warning the User, suspending or terminating the User's Account, removing all of the User's User Content Generated on the Service and/or reporting the User to law enforcement authorities, either directly or indirectly.

(f) No Liability. For the avoidance of doubt, MusicArena will not be liable for any unauthorized use of User Content by any User.

## **5. Restrictions on Use of the Service**

(a) In addition to any other restrictions set forth in this Agreement, and without limiting those restrictions, when using the Service, you agree not to (and not to attempt to):

- (1) make unauthorized copies of any content made available on or through the Service;
- (2) use any device, software or routine to interfere or attempt to interfere with the proper working of the Service, or any activity conducted on the Service;
- (3) attempt to decipher, decompile, disassemble or reverse engineer any of the

software or source code comprising or making up the Service;

(4) delete or alter any material MusicArena or any other person or entity Generated on the Service without authorization;

(5) frame or link to any of the materials or information available on the Service;

(6) alter, deface, mutilate or otherwise bypass any approved software through which the Service is made available;

(7) use any trademarks, service marks, design marks, logos, photographs or other content belonging to MusicArena or obtained from the Service;

(8) access, tamper with or use non-public areas of the Service, MusicArena's (and its hosting company's) computer systems and infrastructure or the technical delivery systems of MusicArena's providers;

(9) provide any false personal information to MusicArena;

(10) create a false identity or impersonate another person or entity in any way;

(11) create a new account with MusicArena, without MusicArena's express written consent, if MusicArena has previously disabled an account of yours;

(12) solicit, or attempt to solicit, personal information from other Users of the Service;

(13) restrict, discourage or inhibit any person from using the Service, disclose personal information about a third person on the Service or obtained from the Service without the consent of that person, or collect information about or threaten, harass, menace or intimidate Users of the Service;

(14) use the Service, without MusicArena's express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming;

(15) gain unauthorized access to the Service, to other Users' accounts, names or personally identifiable information, or to other computers or websites connected or linked to the Service;

(16) upload or post any virus, worm, spyware or any other computer code, file or program that may or is intended to disable, overburden, impair, damage or hijack the operation of any hardware, software or telecommunications equipment or any other aspect of the Service or communications equipment and computers connected to the Service;

(17) interfere with or disrupt the Service, networks or servers connected to the Service or violate the regulations, policies or procedures of those networks or servers;

(18) Generate any Objectionable Content and/or any User Content in breach of the Agreement; or using the Service to create, distribute, or promote any content that is obscene, defamatory, libelous, invasive of privacy, publicity, or personality rights, abusive, harassing, threatening, or otherwise objectionable or harmful;

(19) violate any applicable laws or regulations or the terms of this Agreement.

(b) You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, or objectionable, and you hereby waive any legal or equitable rights or remedies you have or may have against MusicArena with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless MusicArena, its owners, operators, affiliates, licensors, and licensees regarding all matters related to your use of the Service.

## **6. External Sites**

The Service may contain links to or the ability to share information with third party websites, platforms, AI models, and services ("**External Sites**"). MusicArena does not endorse any External Sites or the content made available on such External Sites. All External Sites and any content thereon is developed and provided by others. You should contact the operators of those External Sites if you have any concerns regarding such content located on such External Sites. MusicArena is not responsible for the content of any External Sites and does not make any representations regarding the content or accuracy of any materials on such External Sites. If you decide to access any External Sites, purchase any content from External Sites or subscribe to services offered by such External Site, then you do so at your own risk. You agree that MusicArena will have no liability to you arising from your use, engagement, exposure to or interaction with any External Sites.

## **7. Feedback**

While we are continually working to develop and evaluate our own product ideas and features, we know we don't have all the answers. We therefore welcome your feedback, comments and suggestions. If you choose to contribute by sending us or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings, promotions, strategies or product/feature names or any related documentation, artwork, computer code, diagrams or other materials (collectively "**Feedback**"), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided. Accordingly, by sending Feedback to MusicArena, you agree that:



(a) MusicArena has no obligation to review, consider or implement your Feedback, or to return to you all or part of any Feedback for any reason;

(b) Feedback is provided on a non-confidential basis, and MusicArena is not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and

(c) You irrevocably grant MusicArena perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display and otherwise use and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

## **8. Notice and Procedure for Making Claims of Copyright or Other Intellectual Property Infringements**

(a) Respect of Third Party Rights. MusicArena respects the intellectual property of others and takes the protection of intellectual property very seriously, and we ask our Users to do the same. Infringing activity will not be tolerated on or through the Service.

(b) Repeat Infringer Policy. MusicArena's intellectual property policy is to (i) remove or disable access to material that MusicArena believes in good faith, upon notice from an intellectual property owner or his or her agent, is infringing the intellectual property of a third party by being made available through the Service; and (ii) remove any User Content Generated on the Service by "repeat infringers". MusicArena considers a "repeat infringer" to be any User that has Generated User Content or Feedback to or through the Service and for whom MusicArena has received more than two takedown notices with respect to such User Content or Feedback. MusicArena has discretion, however, to terminate the Account of any User after receipt of a single notification of claimed infringement or upon MusicArena's own determination.

(c) Procedure for Reporting Claimed Infringement. If you believe that any content made available on or through the Service has been used or exploited in a manner that infringes or is alleged to infringe an intellectual property right you own or control, then please send such a Notification of Claimed Infringement containing the following information to our email address listed below. Your Notification of Claimed Infringement may be shared by MusicArena with the User alleged to have infringed an intellectual property right you own or control, and you hereby consent to MusicArena making such disclosure. Your communication must include substantially the following:

(1) A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed;

(2) Identification of works or materials being infringed, or, if multiple works are covered by a single notification, then a representative list of such works;

(3) Identification of the specific material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit MusicArena to locate the material;

(4) Information reasonably sufficient to permit MusicArena to contact you, such as an address, telephone number and, if available, an electronic mail address at which you may be contacted.

(5) A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and

(6) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(7) You should consult with your own lawyer to confirm your obligations to provide a valid notice of claimed infringement.

(d) Upon receiving notification in the manner prescribed above, MusicArena may disable access to or remove such infringing content.

(e) Designated Agent Contact Information. MusicArena's designated agent for receipt of Notifications of Claimed Infringement (the "**Designated Agent**") can be contacted via E-mail at: [support@musicarena.ai](mailto:support@musicarena.ai).

(f) Counter Notification. If you receive a notification from MusicArena that material made available by you on or through the Service has been the subject of a Notification of Claimed Infringement, then you will have the right to provide MusicArena with what is called a "**Counter Notification**". To be effective, a Counter Notification must be in writing, provided to MusicArena's Designated Agent through one of the methods identified in Section 8(e) and include substantially the following information:

(1) A physical or electronic signature of the subscriber;

(2) 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;

(3) A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

(4) The subscriber's name, address and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, then for any judicial district in which MusicArena may be found, and that the subscriber will accept service of process from the person who provided notification under Section 8(c) above or an agent of such person.

A party submitting a Counter Notification should consult a lawyer to confirm the party's obligations to provide a valid counter notification under the applicable copyright laws.

(g) Reposting of Content Subject to a Counter Notification. If you submit a Counter Notification to MusicArena in response to a Notification of Claimed Infringement, then MusicArena will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that MusicArena will replace the removed User Content or Feedback or cease disabling access to it in 10 business days, and MusicArena will replace the removed User Content or Feedback and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless MusicArena's Designated Agent receives notice from the party that submitted the Notification of Claimed Infringement that such person has filed an action seeking a court order to restrain the User from engaging in infringing activity relating to the material on MusicArena's system or network.

(h) False Notifications of Claimed Infringement or Counter Notifications. Any person who knowingly materially misrepresents: (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, will be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of MusicArena relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it. MusicArena reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

## **9. Limitation of Liability and Disclaimer of Warranties**

The following terms in this Section apply to the fullest extent permitted by law:

(a) MusicArena, its affiliates and their respective officers, directors, employees, agents, suppliers and licensors (collectively, the "**MusicArena Parties**") make no warranties or representations about the Service and any content available on the Service, including, but

not limited to, the accuracy, reliability, completeness appropriateness, timeliness or reliability thereof. The MusicArena Parties will not be subject to liability for the truth, accuracy or completeness of any content on the Service or any other information conveyed to any User, or for errors, mistakes or omissions therein, or for any delays or interruptions of the data, or information stream for whatever cause. As a User, you agree that you use the Service and any content thereon at your own risk. You are solely responsible for all content you Generate for the Service.

(b) The MusicArena Parties do not warrant that the Service will operate error free, or that the Service and any content thereon are free of computer viruses or similar contamination or destructive features. If your use of the Service or any content thereon results in the need for servicing or replacing equipment or data, no MusicArena party will be responsible for those costs.

(c) The Service and all content thereon are provided on an "as is" and "as available" basis without any warranties of any kind. Accordingly, the MusicArena Parties disclaim all warranties, including, but not limited to, the warranties of title, merchantability, non-infringement of third parties' rights and fitness for a particular purpose.

(d) In no event will any MusicArena party be liable for any special, indirect, punitive, incidental or consequential damages, lost profits or damages resulting from lost data or business interruption resulting from, or in connection with, the use or inability to use the Service and any content thereon, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if such MusicArena Party has been advised of the possibility of such damages. MusicArena's liability, and the liability of any other MusicArena Parties, to you or any third parties in any circumstance is limited to the greater of the fees you have paid us for any credits and U.S. \$100.

(e) You specifically acknowledge that MusicArena shall not be liable for content or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

Notwithstanding the above terms, if you are a consumer in the EEA, your local consumer laws may provide you with a legal guarantee covering the Platform and/or the Service. Under this guarantee, we are liable for any lack of conformity you discover within two (2) years of the supply of any paid products and services on MusicArena. Your national laws may provide an even longer guarantee. You can make a guarantee claim by contacting us via email as stated in [Section 15](#).

## **10. Third Party Disputes**

To the fullest extent permitted by law, any dispute you have with any third party arising out of your use of the Service, including, by way of example and not limitation, any carrier, copyright owner or other User, is directly between you and such third party, and you

irrevocably release the MusicArena Parties from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

## **11. Indemnification**

To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless the MusicArena Parties from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from (a) your breach of this Agreement; (b) your access to, use or misuse of MusicArena Content or the Service; or (c) your User Content. MusicArena will provide notice to you of any such claim, suit or proceeding. MusicArena reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section if MusicArena believes that you are unwilling or incapable of defending MusicArena's interests. In such case, you agree to cooperate with any reasonable requests assisting MusicArena's defense of such matter at your expense.

## **12. Term and Termination**

(a) Term. As between you and MusicArena, the Term of this Agreement commences as of your first use of the Service and continues until the termination of this Agreement by either you or MusicArena.

(b) Termination. You may terminate this Agreement by sending written notification to MusicArena via the contact information in [Section 15](#), terminating all uses of the Service. If you wish to delete any of your User Content from the Service, then you may be able to do so using the permitted functionalities of the Website, but the removal or deletion of such User Content will not terminate this Agreement. MusicArena reserves the right, in its sole discretion, to restrict, suspend or terminate this Agreement and your access to all or any part of the Service at any time without prior notice or liability if you breach any provision of this Agreement or violate the rights of any third party copyright owner of musical works or sound recordings. MusicArena may further terminate this Agreement immediately for any other reason with or without notice to you, using the email address associated with your account credentials. MusicArena reserves the right to change, suspend or discontinue all or any part of the Service at any time without prior notice or liability.

## **13. Consent to Electronic Communications**

By using the Service, you may receive certain electronic communications from us as further described in the Privacy Policy. Please read the Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such

communications be in writing.

#### **14. Miscellaneous**

(a) This Agreement is governed by the internal substantive laws of Singapore, without respect to its conflict of law provisions. Any dispute arising out of or in connection with the Agreement, including any question regarding existence, validity or termination of the Agreement, shall be referred to and finally resolved by arbitration administered by Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of SIAC ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be English. By accepting this Agreement, you and MusicArena agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and MusicArena agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s).

(b) You agree that no joint venture, partnership, employment or agency relationship exists between you and MusicArena as a result of this Agreement or use of the Service.

(c) You further acknowledge that by Generating User Content, no confidential, fiduciary, contractually implied or other relationship is created between you and MusicArena other than pursuant to this Agreement.

(d) If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect.

(e) Failure of MusicArena to act on or enforce any provision of this Agreement will not be construed as a waiver of that provision or any other provision in this Agreement. No waiver will be effective against MusicArena unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance.

(f) Except as expressly agreed by MusicArena and you, this Agreement constitutes the entire agreement between you and MusicArena with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter herein.

(g) The Section headings are provided merely for convenience and will not be given any

legal import. This Agreement will inure to the benefit of our successors and assigns.

(h) You may not assign this Agreement or any of the rights or licenses granted hereunder, directly or indirectly, without the prior express written consent of MusicArena. MusicArena may assign this Agreement, including all its rights hereunder, without restriction.

(i) If MusicArena provides a translation of the English language version of this Agreement, the translation is provided solely for convenience, and the English version will prevail.

## **15. Contact Us**

If you would like to contact us in connection with your use of the Service, then please refer to the contact information below by email:

Company Name: SKYWORK AI PTE. LTD.

Address: 2 Science Park Drive, #01-08, Ascent, Singapore 118222

Email: [support@musicarena.ai](mailto:support@musicarena.ai)