

TERMS AND CONDITIONS OF THE ADD-ON SERVICES OF THE ARTISTS BEZ LABELU DISTRIBUTION PLATFORM

(hereinafter also the "Rules" or the "Add-on Services Terms")

This English version is a machine translation provided for information only. The Czech wording is the binding version (Article XII, paragraph 1).

issued in accordance with the laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code (hereinafter the "CC"), Act No. 121/2000 Coll., on Copyright and Rights Related to Copyright and on Amendment to Certain Acts (the Copyright Act), and Regulation (EU) 2022/2065 of the European Parliament and of the Council on a Single Market for Digital Services (Digital Services Act, hereinafter the "DSA"), by the company:

Operator:

• Bez Labelu s.r.o.

- Company ID (IČO): 07674571, not a VAT payer, data box: f45p8fj,
- registered office: Korunní 2569/108, 101 00 Praha 10 – Vinohrady,
- file number: C 305250 – Municipal Court in Prague,
- represented by Ing. Jan Procházka, managing director,
- e-mail: info@bezlabelu.cz, phone: +420 737 601 643,
- web: www.bezlabelu.cz, distribution platform: artists.bezlabelu.cz,

on the one hand,

and

User:

- any natural person, self-employed natural person or legal entity that has an established and approved user account on the Artists Bez Labelu distribution platform and that uses or intends to use any of the Add-on Services defined in these Rules,

on the other hand,

hereinafter jointly the "Contracting Parties".

I. INTRODUCTORY PROVISIONS AND RELATION TO OTHER DOCUMENTS

1. These Rules govern the mutual rights and obligations between the Operator and the User when using the add-on services of the Artists Bez Labelu distribution platform at artists.bezlabelu.cz (hereinafter also the "Artists platform").
2. These Rules form a special part of the Terms and Conditions of the Artists Bez Labelu distribution platform (hereinafter the "Terms and Conditions") and supplement them for the area of the Add-on Services. Capitalised terms not separately defined in these Rules (in particular Operator, User, Artists platform, User Account, Registration Fee, Album, Royalties, Framework Agreement) have the meaning defined in the Terms and Conditions and in the Framework (Sub)licence Agreement on Digital Distribution (hereinafter the "Framework Agreement").

3. In the event of a conflict between the individual documents, the following order of precedence applies:
 - a) the Framework Agreement,
 - b) these Rules to the extent that they govern the Add-on Services,
 - c) the Terms and Conditions,
 - d) the General Terms and Conditions of the Operator's e-shop to the extent of payments made through the e-shop.

Provisions of the Terms and Conditions that these Rules do not regulate differently apply to the Add-on Services in full, in particular the provisions on the User Account, protection of third-party rights, communication, changes to the terms and dispute resolution.

4. The Add-on Services are not part of the digital distribution of music recordings under the Framework Agreement. Their use is not a condition of distribution and not using them has no effect on distribution. Distribution of music videos is not an Add-on Service within the meaning of these Rules and is governed by the Framework Agreement and the Terms and Conditions.
5. In relation to User Content published through the Add-on Services, the Operator is a provider of a hosting service within the meaning of Article 6 of the DSA. The Operator does not carry out general monitoring of User Content; this is without prejudice to its right to check content before publication under Article VI of these Rules.

II. DEFINITIONS

1. **Add-on Service** means each of the following services of the Artists platform, as well as any future equivalents:
 - a) Public artist profile and artist directory,
 - b) Album links,
 - c) Bez Labelu Playlists,
 - d) Events,
 - e) Ads,
 - f) Feedback.

For the purposes of these Rules, Invitations, the personal link, discount coupons and Widgets under Article VII, paragraphs 7 and 8 are also considered an Add-on Service, even though they have no Plan of their own.

2. **Plan** means the level of an Add-on Service defining the scope of its functions and limits. The Operator provides the START, STANDARD and PREMIUM Plans; their content is stated in the Price List and in the user interface of the Artists platform.
3. **Price List** means the current price list of the Add-on Services available in the user interface of the Artists platform in the Add-on Services and Payments section, or on the Operator's website.
4. **Order** means the User's binding proposal to conclude a contract for the provision of the STANDARD or PREMIUM Plan, or a bundle, made through the cart in the Artists platform.
5. **User Content** means all texts, photographs, posters, images, links, contact details, reviews, answers, notes and other data that the User enters into the Add-on Services, whether made available to the public, only to other Users, or only to the Operator.
6. **Public Content** means User Content that is accessible through an Add-on Service to anyone on the internet without logging in (in particular the public profile, artist directory, album link, public list of releases, event page, public overview of events, playlist page, invitation page and Widget content).
7. **Credit** means a non-monetary unit used exclusively within the Feedback Add-on Service under Article VII, paragraph 6.

8. **Report** means a notification by any person that User Content is, in that person's opinion, illegal or contrary to these Rules, made through the designated form of the Artists platform or in another demonstrable way.
 9. **Warning** means a measure taken by the Operator against the User under Article VI, paragraph 8 as a result of a confirmed Report or another identified breach of these Rules.
 10. **Widget** means code provided by the Operator which, when embedded in the User's website, displays the content of an Add-on Service in it (profile, album link, events, invitation).
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III. NATURE OF THE ADD-ON SERVICES

1. The Add-on Services are an extension of the Artists Bez Labelu distribution platform intended for artist User Accounts with an approved registration. The Operator provides them at its own discretion and to the extent available at the given moment in the user interface of the Artists platform.
 2. The basic level of each Add-on Service (the START Plan) is provided to the User free of charge for the duration of the contractual relationship under the Terms and Conditions. The User has no legal claim to the provision of any Add-on Service or to the preservation of its scope, functions or limits; this is without prejudice to the User's rights under a paid Plan pursuant to Article IX, paragraph 3.
 3. The Operator is entitled to continuously develop the Add-on Services and to change their functions, appearance, limits, names, addresses of public pages and the way User Content is displayed. A change that only extends or technically adjusts an Add-on Service is not a change to these Rules.
 4. The Operator does not guarantee any result of using the Add-on Services, in particular the number of visits, plays, saves, responses to an ad, event attendees, reviews or the inclusion of a recording in a playlist.
 5. Public Content is made available by the Operator in Czech and English language versions, in light and dark mode, and is submitted to internet search engines for indexing. The User acknowledges that Public Content may be stored, displayed in previews and retained by search engines, social networks and other third parties even after its removal from the Artists platform, without the Operator being able to influence such retention.
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IV. PLANS, PRICES AND ORDER

1. A Plan is agreed separately for each Add-on Service. The content of the individual Plans, including limits (in particular the number of items, images, questions, co-performers, recordings in playlists) and functions that are mandatorily switched on ("always") or optional in the given Plan, is set out in the Price List. Information on the Plans given in the Operator's knowledge base articles is for information only; the Price List is decisive.
2. **The START Plan** is free of charge and belongs to every User automatically.
3. **The STANDARD Plan** is agreed for a one-off price for an indefinite period, but no longer than for the duration of the contractual relationship under the Terms and Conditions. The STANDARD Plan does not expire with the lapse of time.
4. **The PREMIUM Plan** is agreed for a fixed period of 12 months from the date of activation or a multiple thereof, but no more than for the period stated in the Price List. A valid STANDARD Plan for the same Add-on Service is a condition for agreeing the PREMIUM Plan; if the User does not have it, the STANDARD Plan is added to the Order automatically and its price forms part of the price of the Order. The PREMIUM Plan is not renewed automatically; the Operator informs the User about the approaching end by e-mail and in the user interface. Upon expiry of the agreed period, the Add-on Service returns to the STANDARD Plan.
5. **Bundle** means agreeing the STANDARD or PREMIUM Plan for all Add-on Services that the User does

not yet have in the given Plan, for a discounted price according to the Price List. A bundle can be agreed as long as the User lacks the given Plan for at least two Add-on Services; the PREMIUM bundle includes the missing STANDARD Plans.

6. The prices stated in the Price List are final. The Operator is not a value added tax payer. The Operator is entitled to change the Price List at any time; a change to the Price List does not affect Orders made before its effectiveness or Plans already active.
7. The contract for the provision of a Plan is concluded at the moment the User completes the Order in the cart of the Artists platform and the Operator accepts it, which it does by confirming receipt of the Order in the user interface or by e-mail. The User is entitled to cancel an Order that has not yet been paid at any time; an unpaid Order is also cancelled upon the fruitless expiry of the payment period under Article V, paragraph 4.
8. A Plan is activated without undue delay after the payment is credited or matched, or after set-off under Article V, paragraph 2, and the User is informed about the activation by e-mail. The Operator issues a tax document for the payment, which is available to the User in the My Payments and Invoices section; for card payments the document is issued by the Operator's e-shop.
9. The User acknowledges that upon activation of a Plan the Operator starts providing the service immediately and that the Plan is intended exclusively for the User Account for which it was agreed; the Plan is not transferable to another User Account or to another person.

V. PAYMENT TERMS, DISCOUNTS AND WITHDRAWAL

1. The price of an Order can be paid by the methods offered by the Artists platform at the moment of the Order, in particular:
 - a) by set-off against Royalties,
 - b) by bank transfer to the Operator's bank account,
 - c) by payment card through the Operator's e-shop.

The Operator is entitled not to offer, to limit or to make conditional individual payment methods.

2. **Set-off against Royalties.** If the User chooses payment by set-off, the User thereby declares to the Operator within the meaning of Section 1982 et seq. of the CC that the User sets off the User's claim to payment of the Royalties recorded in the User Account against the Operator's claim to payment of the price of the Order, in the amount of that price. Set-off is possible only if the balance of Royalties recorded in the User Account reaches at least the price of the Order; the minimum amount for payment of Royalties under the Terms and Conditions does not apply to set-off. By set-off, the balance of Royalties is reduced by the price of the Order and the Plan is activated immediately. A completed set-off is final and the User cannot demand its repayment in money, with the exception of the cases under paragraph 8.
3. **Bank transfer.** The payment details (account number, IBAN, amount, variable and specific symbol, QR code) are communicated to the User in the user interface. The User is obliged to pay the exact amount with the stated symbols; otherwise the Operator is not liable for the payment not being matched. The payment is deemed made when it is credited to the Operator's account and matched with the Order; matching usually takes place automatically without undue delay after crediting.
4. The payment period for an Order paid by transfer is 14 days from the date of the Order. Upon the fruitless expiry of this period the Order is cancelled. A payment credited after the cancellation of the Order will be returned to the User or, at the User's request, used for a new Order.
5. **Card payment.** Card payment takes place through the Operator's e-shop at www.bezlabelu.cz; the User is obliged to state the Order number from the Artists platform in the e-shop. The conclusion of the purchase contract in the e-shop, the issuing of the document and any withdrawal from it are governed by the General Terms and Conditions of the Operator's e-shop. The Operator matches the payment with

the Order without undue delay after receiving it. A discounted bundle cannot be paid through the e-shop unless the Price List or the user interface provides otherwise.

6. **Discounts.** At most one discount applies to an Order, namely the highest of those available; discounts are not cumulative. The Operator provides in particular:
- a) a bundle discount,
 - b) a discount for Users registered through an Invitation or another User's personal link for 90 days from the activation of the User Account,
 - c) a discount from a discount coupon issued by the Operator.

A discount coupon can be used only once on one User Account, during its validity and to the extent for which it was issued (Registration Fee, Add-on Services or both). The Operator is entitled to invalidate a coupon at any time if it was issued by mistake, misused or used contrary to the conditions of its issue.

7. **Non-refundability.** The price of a Plan is non-refundable. The User is not entitled to a refund of the price or a proportional part thereof, in particular if the User does not use the Plan, if the User's User Content was not approved or was hidden, if the Add-on Service was suspended for the User under Article X, if the User terminated the contractual relationship with the Operator, or if the User Account was deactivated for a breach of the Terms and Conditions or these Rules. Exceptions are set out in paragraph 8 and Article IX, paragraph 3.
8. **Consumer.** If the User is a consumer within the meaning of Section 419 of the CC, the User has the right to withdraw from the contract for the provision of a Plan within 14 days of its conclusion under Section 1829 of the CC. The User acknowledges that the Plan is activated and the Operator begins performance immediately after payment, and by completing the Order the User expressly requests that the Operator begins providing the service before the expiry of the withdrawal period, and confirms having been informed that, as a result, the right of withdrawal under Section 1837(a) of the CC ceases once the service has been provided in full. If the consumer withdraws before the service has been provided in full, the consumer shall pay the Operator a proportional part of the price corresponding to the performance provided.
9. **End of PREMIUM and downgrade of a Plan.** If the PREMIUM Plan ends or if a Plan is downgraded for any reason, the Operator does not delete User Content. Items exceeding the limit of the lower Plan stop being displayed, new items exceeding the limit cannot be added, and functions that are mandatorily switched on in the lower Plan are switched on again. For Bez Labelu Playlists, Article VII, paragraph 3, letter h) applies. After the Plan is restored, the affected items are displayed again.

VI. USER CONTENT, CHECKS AND MODERATION

1. The User is solely responsible for User Content. The User declares and warrants that:
- a) the User is entitled to publish the User Content and to grant the Operator a licence to it under paragraph 3,
 - b) the User Content is true, up to date and not misleading,
 - c) the User Content does not infringe copyright, rights related to copyright, trademark rights, personality rights, personal data protection rights or other rights of third parties,
 - d) the User has the consent of all persons depicted in photographs and posters and of all persons named in the User Content (in particular co-performers, guests, band members, collaborators),
 - e) the User Content contains nothing that is contrary to legal regulations, good morals or these Rules.
2. The following is prohibited in User Content in particular:
- a) illegal content within the meaning of the DSA,
 - b) content infringing the rights of third parties,

- c) vulgar, offensive, hateful, discriminatory or sexually explicit content,
 - d) content promoting violence, extremism, addictive substances or gambling,
 - e) unsolicited advertising, repeated or mass-entered content and content unrelated to the music and artistic activity of the User,
 - f) links to pages with such content or to pages spreading malicious code,
 - g) misleading information about the User, the User's work, prices, dates or other persons,
 - h) impersonating another person,
 - i) content created or modified by artificial intelligence without truthful labelling where labelling is required by these Rules, the Framework Agreement or the rules of the end platforms,
 - j) content by which the User circumvents Plan limits, registration rules (in particular the principle of one artist – one User Account) or the Operator's decisions.
3. By entering User Content, the User grants the Operator a free, non-exclusive, territorially unlimited licence to use the User Content to the extent necessary for providing the Add-on Services, i.e. in particular to store it, technically adjust it (for example resizing images, cropping, format conversion), display it on the Artists platform, in Widgets, in previews for search engines and social networks, in structured data for search engines and in e-mails sent in connection with the Add-on Services, for the period during which the User Content is stored in the Artists platform. The Operator is entitled to use User Content also to promote the Artists platform and the Add-on Services (for example by displaying a profile or event in overviews and on the Operator's social networks); the User may refuse this scope of use in writing.
4. Texts and links in User Content pass through an automatic filter of inappropriate expressions and addresses. The Operator is not liable for the filter catching all inappropriate content, nor for it occasionally holding back permissible content; in such a case the User contacts the Operator.
5. The Operator is entitled to check User Content before its publication and at any time thereafter. The public profile, events, ads, pitches of recordings to playlists and custom album link texts are subject to approval by the Operator before publication and again after every edit. The Operator is entitled, without the User being entitled to compensation, to:
- a) approve User Content,
 - b) return it to the User for editing with a stated reason,
 - c) reject it with a stated reason,
 - d) hide, block or remove it at any time if it is contrary to legal regulations, third-party rights, the Terms and Conditions or these Rules, or if harm to the Operator or third parties is imminent,
 - e) correct obvious technical or formal errors (for example a link format, a typo in an address) without changing the meaning of the content.

The review periods stated in the user interface and in the Operator's knowledge base are indicative.

6. The Operator's decision under paragraph 5, letters b) to d) is communicated to the User in the user interface and by e-mail together with the reason, in accordance with Article 17 of the DSA. The User is entitled to comment on the decision by e-mail to the Operator's address within 14 days of its delivery; the Operator assesses the comment and confirms or changes its decision usually within 14 working days. This is without prejudice to the User's right to turn to a court or to an out-of-court dispute resolution body under the Terms and Conditions.
7. **Reporting content.** Every page with Public Content and every item of the Add-on Services accessible to other Users contains a Report mechanism in accordance with Article 16 of the DSA. A Report must contain the identification of the content, the reason and an explanation of why the notifier considers the content illegal or objectionable, and the notifier's statement of good faith; the notifier may state a name and an e-mail address to which the notifier receives a confirmation of receipt and information on the

decision. The Operator assesses the Report without undue delay, impartially and taking into account the User's comment where this is expedient given the nature of the Report, and decides whether the Report is justified (confirmed) or not (rejected). The Operator is entitled to limit the number of Reports from one address or one person, to refuse repeated Reports of the same content and to disregard Reports that are manifestly unfounded or abusive. The Operator may prevent a person who repeatedly files manifestly unfounded Reports from filing Reports for a reasonable period.

8. **Warning.** A confirmed Report or another identified breach of these Rules results in a Warning to the User, of which the User is informed by e-mail together with the reason. Warnings are recorded separately for each Add-on Service. A third Warning in the same Add-on Service results in the suspension of that Add-on Service for the User under Article X and the hiding of the User's User Content in it. In the case of an obvious, serious or targeted breach of legal regulations, third-party rights or these Rules, the Operator is entitled to suspend the Add-on Service or remove the User Content even without prior Warnings, or to proceed under the Terms and Conditions up to the deactivation of the User Account.
9. The User is entitled to edit, withdraw from publication or remove the User's User Content at any time through the user interface, unless these Rules provide otherwise for a specific Add-on Service. The Operator is entitled to keep a copy of removed User Content for the period necessary to handle Reports, to defend its rights and to fulfil legal obligations.

VII. SPECIAL PROVISIONS FOR THE INDIVIDUAL ADD-ON SERVICES

1. Public artist profile and artist directory

- a) The public profile is Public Content at a separate address within the Artists platform. By publishing the profile, the User agrees to be included in the public artist directory and to its display in filters, on the map and in recommendations of the Artists platform to the extent that the Plan allows to be set.
- b) The User is obliged to state in the profile only information about the User, the User's artistic project and persons who have agreed to being named. The artist name in the profile corresponds to the artist name of the User Account; its change is governed by the Terms and Conditions.
- c) The Profile ID (BL ID) is an identifier assigned by the Operator which the User may communicate to other Users to link profiles, projects and events. By communicating the Profile ID to another User, the User expresses consent to linking to the extent offered by the user interface. A User whose Profile ID was used without consent or beyond the agreed scope is entitled to ask the Operator to remove the link; the Operator complies with the request without undue delay.
- d) The Operator is entitled to limit the frequency of profile changes according to the Plan and to reserve the right to review every change.

2. Album links

- a) An album link is Public Content created automatically for every Album distributed through the Artists platform. The User may manage the album link, add custom text and links, set its display and include the Album in the public list of releases.
- b) Links to end platforms in the album link are added automatically according to the identifiers the Operator receives from the end platforms; the Operator is not liable for their temporary incompleteness or for the availability of the Album on the end platform.
- c) The Pre-Save function is provided through a third-party service. By using it, the User acknowledges that end listeners enter into a relationship with that third party and with the end platform under their terms; the Operator is not liable for this service and is entitled to replace or terminate it at any time.
- d) The album link ceases upon removal of the Album from distribution or upon termination of the

contractual relationship.

3. Bez Labelu Playlists

- a) Bez Labelu Playlists are music playlists compiled by the Operator on end platforms. The inclusion of a recording in a playlist, its order, duration of stay and removal are decided exclusively by the Operator according to the focus of the playlist, the originality rules, the capacity of the playlist and its own editorial discretion. The User has no legal claim to the inclusion of a recording or to its stay in a playlist.
- b) The Operator does not sell the inclusion of recordings in playlists or their placement. The Plan of the Playlists Add-on Service determines exclusively the number of the User's recordings that may be in playlists at the same time and the possibility of setting automatic inclusion. Any offer or acceptance of payment for the inclusion of a recording in a playlist outside the Price List is a breach of these Rules.
- c) The Operator is entitled to include a recording from a distributed Album in a playlist automatically (in particular new releases, emerging artists, AI creation) and on its own initiative without a pitch by the User. The User may switch off automatic inclusion to the extent that the User's Plan allows. The User is entitled at any time to request the removal of the User's recording from a playlist through the user interface; the Operator complies with the request without undue delay.
- d) When pitching a recording, the User is obliged to state truthfully whether it is a work created with the help of artificial intelligence, whether the recording contains a musical backing from the internet, whether it is a remix or a cover and whether it is a vocal or instrumental recording. Untruthful statement of these flags is a breach of these Rules and of the Framework Agreement; flags recorded for the User Account or the Album take precedence over the information stated in the pitch.
- e) A pitch of a recording is assessed by the Operator; the Operator is entitled to accept it, return it for editing or reject it, including with a deviation from the playlists chosen by the User. A rejected recording cannot be pitched again. The number of pitches per calendar month and the number of playlists in which one recording may be at the same time are set out in the Price List.
- f) The User undertakes to refrain from any artificial inflation of plays of playlists or recordings in them (artificial streaming) within the meaning of the Terms and Conditions and the terms of the end platforms. In the case of a reasonable suspicion of artificial inflation of plays, the Operator is entitled to remove the recording from playlists, suspend the Add-on Service for the User and proceed under the Terms and Conditions.
- g) A recording is removed from a playlist in particular at the User's request, upon the expiry of the duration of stay, by rotation of the playlist when its capacity is reached, upon removal of the Album from distribution, suspension of the Add-on Service, termination of the contractual relationship or for another reason at the Operator's discretion. The Operator records the removal in the placement history available to the User.
- h) If, after the end or downgrade of a Plan, the User has more recordings in playlists than the new Plan allows, the Operator does not remove the recordings automatically; the User decides which recordings are to be removed and until then no new ones are included. If the User does not designate the recordings to be removed within 30 days of being asked, the Operator is entitled to remove the recordings included most recently.
- i) The content of playlists on end platforms is updated with a time delay; the Operator is not liable for delays or errors on the part of the end platforms or for the impossibility of entering a recording to which the end platform has not yet assigned an identifier.

4. Events

- a) An event is Public Content describing a public performance, event or online broadcast of the User. The User is obliged to state true and complete information about the time, place, admission and performers and to keep it up to date; a cancelled event must be marked as cancelled.

- b) The User may use a poster and images for an event only if entitled to do so; the User bears responsibility for the use of third-party photographs, graphics, logos and trademarks.
- c) Marking another User as a co-performer through that User's Profile ID and naming a guest from outside the Artists platform is permissible only with the consent of the person concerned. The marked User is informed about the marking in the user interface and is entitled to ask the Operator to remove it; the Operator removes the marking at the request of the person concerned without undue delay.
- d) Map data, navigation links and calendar export are provided by third-party services; the Operator is not liable for their accuracy and availability. The location of an event on the map is indicative.
- e) Ticket sales and the organisation of the event are not the subject of the Add-on Service; the Operator is not a party to any relationship between the User, the organiser, the ticket seller and visitors.

5. Ads

- a) Ads are User Content made available only to logged-in Users of the Artists platform, including the contact details stated in them; they are not Public Content. The User acknowledges that the Operator cannot prevent another User from further distributing the content of an ad or the contact details, and such distribution is a breach of these Rules by the distributor.
- b) An ad must relate to music and artistic activity. An ad must not offer or seek performance that is contrary to legal regulations or the Terms and Conditions, in particular artificial inflation of plays, sale of reviews or inclusion in playlists, licences to content to which the offeror has no rights, or other conduct breaching the terms of the end platforms.
- c) By submitting an ad, the User declares that the information in it is true, agrees to it being made available to other Users and acknowledges that the Operator checks the ad before publication and may reject it or withdraw it at any time.
- d) Contact details stated in an ad or in the advertiser's settings are processed for the purpose of making them available to other Users. An advertiser may be contacted only in connection with the content of the advertiser's ad; mass or unsolicited approaching of advertisers is prohibited.
- e) Any contractual relationship arising on the basis of an ad is a relationship exclusively between the Users concerned. The Operator is not a party to it, does not guarantee the fulfilment of the obligations of either party, the truthfulness of the information in the ad or the quality, price or delivery of the offered performance, and does not provide assistance in enforcing claims between Users beyond its legal obligations.

6. Feedback

- a) Feedback allows Users to review each other's distributed recordings. A review expresses exclusively the personal opinion of the reviewing User; the Operator does not identify with it, is not liable for its content and does not guarantee its expertise, correctness or objectivity.
- b) **Credits.** Credits are non-monetary units that the User earns for completed reviews and uses to submit and reactivate the User's own recordings according to the rules stated in the user interface. Credits have no monetary value, cannot be bought, sold, transferred to another User Account, exchanged for money or for other performance, are not Royalties or a claim against the Operator, and expire without compensation upon termination of the contractual relationship, suspension of the Add-on Service or cancellation of the Add-on Service. The Operator is entitled to withdraw Credits obtained contrary to these Rules.
- c) The User is obliged to review honestly, on the basis of actual listening and exclusively in relation to the reviewed recording. The following is prohibited in particular: reviewing without listening or after listening for a shorter time than the user interface requires, repeatedly entering identical text for different recordings, reviews agreed in exchange or for payment, reviews that are offensive, aggressive or

unrelated to the recording, and stating contact details, advertising or links in the text of a review.

- d) The Operator is entitled to monitor the length of listening, the spread of ratings and the similarity of texts and, in the case of a reasonable suspicion of dishonest reviewing, to withdraw Credits, hide the review and suspend the Add-on Service for the User.
- e) The User may submit a review anonymously towards the author of the recording. Anonymity does not apply to the Operator, which records the identity of the reviewer for the purposes of handling Reports, blocks and fulfilling legal obligations. A non-anonymous review makes the reviewer's artist name and links to the reviewer's public content available to the author of the recording.
- f) The author of a recording is entitled to report a review and to block the reviewer; a block is mutual and does not give rise to any claims of either party. Credits for submitting a recording are not refunded, not even upon early termination of the collection of reviews, upon hiding a review, or upon suspension of a recording due to its removal from distribution.
- g) Recordings submitted for feedback are played to other Users through the embedded players of the end platforms under their terms; the Operator is not liable for the availability of playback or for the way the end platforms count plays.

7. Invitations, personal link and discount coupons

- a) A User with an approved User Account may invite other persons to register on the Artists platform by e-mail invitation in the number set by the user interface per calendar year, or through a personal link and the invitation Widget. The benefits of the invited person (in particular a reduced Registration Fee and a time-limited discount on the Add-on Services) are set out in the Price List and the user interface at the moment of the invited person's registration; the Operator is entitled to change them in the future.
- b) Invitations are not a commission, affiliate or other reward programme. The inviting User is not entitled to any monetary or non-monetary reward for invited persons, with the exception of a record of the Users brought in and any badges in the user interface, which have no property value.
- c) An e-mail invitation is personal and its benefits belong only to the person who registers with the e-mail address to which the invitation was sent. The User must not invite themselves, persons who already have a User Account, or create or assist in creating User Accounts contrary to the registration rules, in particular the principle of one artist – one User Account. When inviting, the User is obliged to provide true information about the terms of the Artists platform, in particular about the Registration Fee, about the Operator's share of Royalties and about the Add-on Services being optional and subject to a fee.
- d) The Operator is entitled to switch off the User's personal link, to deny or withdraw the benefits of invitations and to issue a Warning if invitations or the personal link were used contrary to these Rules, misleadingly or for mass unsolicited distribution. The User may switch off the User's personal link at any time; persons already registered do not lose their benefits.
- e) Discount coupons are issued exclusively by the Operator, including in the name of a User for the User's listeners; the User is not entitled to sell or exchange coupons or to present them as the User's own reward programme. Article V, paragraph 6 applies to the use of coupons.

8. Widgets

- a) The Operator grants the User a non-exclusive, free and revocable licence to embed a Widget in websites that the User operates or is entitled to edit, exclusively to display the User's own content of the Add-on Services.
- b) The User is not entitled to modify the Widget code in a way that would change the displayed content, conceal the Operator's identification, present the content as that of another person or disrupt the functionality of the Artists platform, nor to embed the Widget in pages with content contrary to these Rules.

- c) The content of a Widget is loaded from the Operator's servers and changes according to the current state of the User Content and the Plan. The Operator is entitled to change Widgets at any time, to make them temporarily unavailable or to cancel them; the User acknowledges that after the cancellation of a Widget, suspension of the Add-on Service or termination of the contractual relationship, an empty space or a notice of unavailability will be displayed in the User's pages instead of the Widget.

VIII. PERSONAL DATA PROTECTION

1. The processing of the User's personal data by the Operator is governed by the Personal Data Processing Rules available on the Operator's website.
2. The User acknowledges that the Public Content the User publishes, including the User's artist name, photograph, city, genres, links and texts, is made available to an unlimited number of persons and submitted to search engines; publication is voluntary and the User determines its scope by the settings of the Add-on Services. Contact details in ads are made available to other Users under Article VII, paragraph 5.
3. If the User enters personal data of other persons into User Content (in particular co-performers, guests, band members, collaborators, persons in photographs), the User does so as the controller of such data and is responsible for the existence of a legal basis for their publication. At the request of the person concerned, the Operator enables that person to exercise their rights and is entitled to remove such data.
4. In connection with a Report, the Operator processes the notifier's data (name and e-mail, if provided, and a secured hash of the IP address) for the period necessary to handle the Report, to defend against abuse of the Report mechanism and to fulfil obligations under the DSA; the identity of the notifier is not communicated to the User whose content was reported, except where required by a legal regulation or a decision of a public authority.
5. Data on reviews in Feedback, including the identity of the reviewer in anonymous reviews, on blocks, Warnings, Reports and the Operator's decisions are retained for the duration of the contractual relationship and thereafter for the period necessary to defend the Operator's rights, at most for the period set out in the Terms and Conditions for the retention of operational data.

IX. AVAILABILITY, CHANGES AND TERMINATION OF THE ADD-ON SERVICES

1. The Operator provides the Add-on Services with due care but does not guarantee their uninterrupted availability. The provisions of the Terms and Conditions on maintenance, outages and force majeure apply accordingly. The Operator is not liable for the unavailability or changes of third-party services on which the Add-on Services depend (in particular end platforms, embedded players, map data, calendar services, the Pre-Save service and search engines).
2. The Operator is entitled to change any Add-on Service or part thereof, merge it with another, rename it, move it to another address or terminate it. The Operator informs Users about the termination of an Add-on Service or a substantial limitation of its scope at least 30 days in advance by e-mail or by a notice in the user interface, unless prevented by legal, security or technical reasons on the part of third parties.
3. If the Operator terminates an Add-on Service or permanently removes a function for which the User has an active PREMIUM Plan, the Operator provides the User with proportional compensation for the unused period of the PREMIUM Plan, at the Operator's choice by crediting the corresponding amount to the User's Royalties, by providing a discount coupon of the corresponding value or by transferring the Plan to another Add-on Service; for the STANDARD Plan the User is entitled to compensation only if the Plan was activated less than 12 months before the termination of the Add-on Service, in the amount of the proportional part of the price for the unused part of that period. No compensation is due if the Add-on Service was terminated for reasons on the part of the User, for a breach of these Rules or in

connection with the termination of the contractual relationship.

4. A change to an Add-on Service that does not reduce the scope of performance for which the User has paid does not entitle the User to compensation or to withdrawal from the contract for the provision of a Plan.

X. SUSPENSION AND SWITCHING OFF OF THE ADD-ON SERVICES FOR THE USER

1. The Operator is entitled to suspend or switch off any Add-on Service for the User, in particular:
 - a) after the third Warning in the same Add-on Service,
 - b) in the case of an obvious, serious or targeted breach of legal regulations, third-party rights, the Terms and Conditions or these Rules,
 - c) in the case of a reasonable suspicion of artificial inflation of plays, dishonest reviewing, circumvention of registration rules or other misuse of the Add-on Service,
 - d) for the period during which the Operator records an unresolved problem of the User concerning rights to content, payments or data in the User Account,
 - e) at the request of a public authority or an end platform,
 - f) upon suspension or deactivation of the User Account under the Terms and Conditions.
2. Suspension of an Add-on Service results in particular in the hiding of the User Content in the given Add-on Service, removal of the User's recordings from playlists, unavailability of Widgets, ads not being made available, interruption of the collection of reviews and expiry of Credits, and the impossibility of entering new content and sending pitches; a paid Plan continues to run during the suspension and the User is not entitled to its extension, a refund of the price or compensation for damage. The User is informed about the suspension and its reason by e-mail and is entitled to comment on it under Article VI, paragraph 6.
3. The Operator lifts the suspension when its reasons cease and the User remedies the defective state, or upon the expiry of the period set by the Operator in the decision on the suspension. In the case of repeated suspension, the Operator is entitled to switch off the Add-on Service for the User permanently.
4. Upon termination of the contractual relationship under the Terms and Conditions, all Plans expire without compensation, all User Content in the Add-on Services is removed or made inaccessible, the User's recordings are removed from playlists, Credits expire, the personal link and Widgets are switched off, and invitations already sent lose their benefits for persons not yet registered. Before termination, the User is entitled to request an export of the User's User Content to the extent under the Terms and Conditions.

XI. LIABILITY

1. The Operator is not liable for User Content or for its compliance with legal regulations and third-party rights; responsibility for User Content lies with the User who entered it, even after its removal. The Operator's procedure under Article VI does not establish its liability for content that was not caught, nor does it release the User from responsibility for content that was approved.
2. The User undertakes to compensate the Operator for all harm, costs and expenses, including the costs of legal representation and sanctions imposed by public authorities or end platforms, incurred by the Operator as a result of User Content or the User's conduct contrary to these Rules, and to provide the Operator with all assistance in handling third-party claims.
3. The Operator is not liable for the conduct of other Users or third parties, for relationships arising between Users on the basis of the Add-on Services (in particular ads, co-performances, collaborations

and feedback), for the content of reviews, for the results of using the Add-on Services, or for harm caused by the publication of User Content instructed by the User.

4. The Operator's liability for harm incurred by the User in connection with the Add-on Services is limited to the amount the User paid the Operator for the Add-on Services in the 12 months preceding the occurrence of the harm. This limitation does not apply to harm caused intentionally or by gross negligence, to harm to the natural rights of a person, or to the extent that a limitation of liability towards a consumer is excluded by legal regulations.
5. The provisions of the Terms and Conditions on liability, force majeure, confidentiality and protection of good reputation also apply to the Add-on Services.

XII. FINAL PROVISIONS

1. These Rules are issued electronically in the Czech language; in the event of a conflict between language versions, the Czech version prevails. Legal relationships arising from these Rules and from the Add-on Services are governed by the law of the Czech Republic, in particular the CC, and the courts of the Czech Republic have jurisdiction over disputes arising from them. The Operator is not bound by any codes of conduct within the meaning of the CC in relation to the User.
2. **Out-of-court dispute resolution.** A User who is a consumer has the right to out-of-court resolution of a consumer dispute arising from the contract before the competent authority – the Czech Trade Inspection Authority (Česká obchodní inspekce, ČOI). Česká obchodní inspekce – Ústřední inspektorát, Gorazdova 1969/24, 120 00 Praha 2, Czech Republic, e-mail: adr@coi.cz, web: <https://www.coi.cz>, online form for initiating proceedings: <https://adr.coi.cz>. Proceedings may be initiated within 1 year of the day on which the consumer first asserted the right that is the subject of the dispute with the Operator. Before initiating proceedings, the Operator recommends attempting to resolve the dispute by mutual agreement via the Operator's e-mail.
3. Communication between the Contracting Parties takes place electronically in the manner set out in the Terms and Conditions, in particular by e-mail to the addresses stated in the User Account and in the header of these Rules; a notice of the Operator in the user interface of the Artists platform is deemed delivered at the moment the User logs in to the User Account, but no later than 14 days after it was made available.
4. **Changes to the Rules.** The Operator is entitled to change these Rules to a reasonable extent, in particular due to changes in legal regulations, changes to or expansion of the Add-on Services, changes to the Price List or changes to the conditions of the end platforms and payment service providers. The Operator shall notify the User of a change to the Rules at least 30 days before it takes effect, by e-mail or by a notice in the user interface of the Artists platform; the new wording is always available at the address stated in the Artists platform. If the User does not agree with the change, the User is entitled, before it takes effect, to stop using the Add-on Services, to remove the User's User Content and to terminate the contractual relationship with the Operator in the manner set out in the Terms and Conditions; Plans already paid for in such a case continue until the end of their period under the previous wording of the Rules. Continued use of the Add-on Services after the change takes effect is deemed consent to the change.
5. If any provision of these Rules is or becomes invalid, ineffective or unenforceable, this does not affect the other provisions; the Contracting Parties undertake to replace such a provision with a valid provision whose meaning is as close as possible to the invalid provision.
6. The User expresses consent to these Rules by the first use of any Add-on Service after their effectiveness, in particular by publishing User Content, sending an Order, pitching a recording, submitting a review or an invitation. The User undertakes to comply with the Rules for the entire period of using the Add-on Services.
7. These Rules were published on 10. 9. 2026 and take effect on 18. 9. 2026. For Users who used the

Add-on Services before that date, they take effect upon the expiry of 30 days from their publication.