

# TERMS

Please read these Terms of Service and our Privacy Policy (collectively, the "Agreement") carefully before using the MuStar application software, website (collectively our "App") provided by QStudio.org ("we," or "us"). By using our App, you agree to become bound by all the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, you shouldn't and aren't permitted to use the App. QStudio.org reserves the right to make unilateral modifications to the terms of the Agreement. This Agreement applies to all visitors, users, and others who download, access or use the App ("Users").

There is no age limitation for using the MuStar application, but you must be 13 years or older to create an account on MuStar.

## MuStar App

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the App for your personal, private, noncommercial use, and only in accordance with the features of the App as it is marketed by QStudio.org. QStudio.org reserves all rights not expressly granted herein in the App and the QStudio.org IP (as defined below). QStudio.org may terminate or suspend this license at any time for any reason or no reason.

## Commercial Use

You may not use the App for commercial purposes. It is forbidden for any third parties to use any content from the App for commercial purposes as well.

## MuStar Accounts

Your MuStar account gives you access to the App and functionality that we may establish and maintain from time to time and in our sole discretion. By connecting to MuStar with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You may never use another User's account without permission, allow others to use your account or transfer your account to others. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify QStudio.org immediately of any

breach of security or unauthorized use of your account. QStudio.org will not be liable for any losses caused by any unauthorized use of your account.

By providing QStudio.org your email address you consent to our using the email address to send you App-related notices, including any notices required by law, in lieu of communication by postal mail.

## Usage Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the App in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the App in a manner that sends more request messages to the servers used by App than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the App; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the App; (vii) collecting or harvesting any personally identifiable information, including account names, from the App; (viii) using the App for any commercial purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the App; (xi) accessing any content on the App through any technology or means other than those capabilities provided by the App; or (xii) bypassing the measures we may use to prevent or restrict access to the App, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the App or the content therein.

We may, without prior notice, change the App, stop providing the App or features of the App, to you or to Users generally, or create usage limits for the App. We may permanently or temporarily terminate or suspend your access to the App, or delete any User Content (as defined below), without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

You are solely responsible for your conduct and any data, text, files, information, images, photos, audio and video clips, sound recordings, musical works, narration, works of authorship, links and other content or materials that you submit, post or display on or via our App. QStudio.org shall have no liability for conduct in relation to your use of our App.

## Community Guidelines

The purpose of MuStar is to build a community of MuStar fans to engage in positive and productive conversation. A team at QStudio.org monitors the app and all community hubs daily to make sure postings and discussions are appropriate in nature.

By posting/using the mobile application - MuStar - you agree that we may use your likeness or comments to promote the MuStar brand. We reserve the right to remove content and/or block you from the community page if your posts are deemed inappropriate due to the following:

- Contain language, images or video that is determined to be profane, obscene, vulgar or lewd;
- Use language that can be perceived as derogatory or discriminatory (including comments about sex, age, race, sexual orientation, political or religious affiliation);
- Spamming comments posted regarding the same content matter, links, video, or any other media;
- Use of specific names of individuals, clubs or identifiable names with language that defames, abuses, or threatens;
- Promotion of any advertisement for products or services (unless approved by QStudio.org)

## User Content

Some areas of the App provide Users the capability to create, share and post content such as profile information, photographs, videos, images, musical works, sound recording, narration, text and other material used to create a video clip, audio clip, picture, questions, and other material or information (any such materials a User provides, shares, submits, displays, or otherwise creates using the App are "User Content"). We claim no ownership rights over User Content created by you. QStudio.org has the right (but not the obligation) in its sole discretion to remove any User Content that is stored via the App.

You agree not to post, store, transmit, create or share any User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); or (vii) contains any information or content that you do not have a right

to make available under any law or under contractual or fiduciary relationships. You agree that any User Content that you create, store, or share does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. QStudio.org reserves the right, but is not obligated, to reject and/or remove any User Content (that QStudio.org believes, in its sole discretion, violates these provisions, wholly or partially).

In case of any reported violation, QStudio.org reserves the right, but is not obligated, to request information and/or documentation proving ownership of Intellectual Property Rights, or information and/or documentation proving existence or absence of violation. You accept and undertake to provide any such information and/or documentation. Submission or not submitting said information and/or documentation will not automatically result in QStudio.org deciding in favor of or against the existence of a violation. Any such determination will be made and resulting actions will be taken based on the sole discretion of QStudio.org. You agree not to make any claims concerning actions taken or not taken by QStudio.org in this respect.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

You have the necessary rights to post the related User Content and to grant the below mentioned rights to QStudio.org and other Users, that you do not post User Content if you are not the copyright owner of or are not fully authorized to use such content as foreseen hereunder and to grant the rights regulated herein. If you own or possess the rights only certain elements in the User Content and/or if there are co-owners and/or all or part of the rights in and to the User Content belong to third parties, you must obtain the necessary and legally valid and binding permission/authorizations for use of said content, or refrain from using such content in the App. QStudio.org will in no way be deemed responsible or liable to obtain any licenses on behalf of you or related to your User Content.

Your User Content and your use thereof as contemplated by this Agreement and the App will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights or privacy rights.

QStudio.org may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

QStudio.org takes no responsibility and assumes no liability for any User Content that you or any other User or third party creates, stores, shares, posts or sends through the App. You

shall be solely responsible for your User Content and the consequences of posting, publishing it, or sharing it and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. If your Content violates these Terms of Use, you may bear legal responsibility for that content.

## User Content License Grant

If you share your User Content with MuStar or link your User Content to MuStar on a third party service (including, for example, by using the tag #MuStar on Instagram or tagging #MuStar on Facebook or tagging #MuStar on Vine), you expressly grant, and you represent and warrant that you have all rights necessary to grant, to QStudio.org a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to maintain in its servers, use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of and/or sub-license for purposes that QStudio.org deems fit all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the App and QStudio.org's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of our App (and derivative works thereof) in any media formats and through any media channels. You hereby understand and declare that the aforementioned license grant includes QStudio.org's right to list your User Content and/or any part thereof in such sections as "favorites", main screen and other screens in the App and related advertising materials. Furthermore, such grant includes the right to allow other Users to use any part or element (e.g. music) of your User Content, and to publish their own content, which may include a part or element from your User Content in the App or any other media they deem fit. You agree that this license includes the right for QStudio.org to make all publicly posted User Content available to third parties selected by QStudio.org, so that those third parties can distribute and/or analyze such Content on other media and services.

In addition, you grant to each user of the Service, a worldwide, non-exclusive, royalty-free licence to access your User Content through the Service, and to use, reproduce, distribute, share, display, adapt, prepare derivative works of, compile, make available, communicate to the public and perform such User Content, along with your username, to the extent permitted by the functionality of the Service and in accordance with these Terms and our Privacy Policy.

You continue to own all of your original User Content in any video created by you with MuStar. However, you do not own any music, audio clips, video, or other content provided by third parties via the App, including any such content that you include in a video, and you may only use such content for private noncommercial purposes and to the extent of the functionality of the App.

You can share your video clips created by App with others via email, SMS text messages, or third-party services such as Instagram, Facebook, YouTube, Twitter and Vine. QStudio.org has no control over third-party sites and services. If you choose to share your video on a third-party site or service, you do so at your own risk, and you understand that this Agreement (including the Privacy Policy) do not apply to your use of such sites. You are solely responsible for your videos and any sharing of the videos by you or through your account. You are responsible for ensuring that you have all Intellectual Property Rights for any User Content that you create via the App. You agree that QStudio.org shall not be liable for any violation of any laws or rights of third parties, including without limitation Intellectual Property Rights, rights of privacy, and rights of publicity, arising from or related to your creation or use of any User Content, and you agree to defend, indemnify, and hold harmless QStudio.org from any and all liability arising from your access to or creation, use, or sharing of any User Content.

## Indemnity

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## No Warranty

THE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE APP IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APP IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM QStudio.org OR THROUGH THE APP WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, QStudio.org, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, IS IN COMPLIANCE WITH ANY APPLICABLE LEGISLATION, RELIABLE OR CORRECT; THAT THE APP WILL MEET YOUR REQUIREMENTS; THAT THE APP WILL BE AVAILABLE AT ANY PARTICULAR

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## Limitation of Liability

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EXCEEDING THE AMOUNT YOU PAID TO QStudio.org PRIOR TO THE DATE ON WHICH THE RELATED DAMAGE TOOK PLACE.

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## No Third-Party Beneficiaries

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this agreement.

## Trademark Information

You agree that all of MuStar's trademarks, trade names, service marks and other MuStar logos and brand features, and product and service names are trademarks and the property of QStudio.org (the "MuStar Marks"). Without prior permission, you agree not to display or use in any manner the MuStar Marks.

### Procedure for Making Claims of Copyright Infringement

We respect intellectual property rights, including copyrights. The use of any material or content (including video or sound) is prohibited if you do not own the related intellectual property rights, or own the necessary licenses. We reserve to take down any content that violates intellectual property rights.

If you believe that your work has been copied and posted on the App in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information : (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the App of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for QStudio.org's Copyright Agent for notice of claims of copyright infringement is as follows: TK@QStudio.org.

QStudio.org may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of Users.



## Violations

Please report any violations of the Services to us: [TK@QStudio.org](mailto:TK@QStudio.org)

## Updates to this Policy

We reserve the right to modify this Policy from time to time. If we make any changes to this Policy, we will change the "Last Revision" date below and will post the updated Policy on this page.