



## SOUNDSIGHT PR AND MARKETING TERMS OF SERVICE

### 1. Introduction

- 1.1 Soundsight was founded with the purpose of helping sponsors connect with music artists to enhance their brands through personal endorsements.
- 1.2 We do this by:
  - 1.2.1 hosting the Soundsight Platform which brings Sponsors and Artists together to build professional relationships; and
  - 1.2.2 providing additional administrative services to facilitate these professional relationships.
- 1.3 These Terms constitute a contract between all Users of the Soundsight Platform (**you**) and Soundsight. Your use of our Soundsight Platform is subject to these Terms and by using the Soundsight Platform you agree to be bound by them. If you do not agree to these terms, you must not use the Soundsight Platform. You should print a copy of these Terms for future reference.
- 1.4 The Platform Services are provided to Businesses only. If you are a Consumer, please do not use the Soundsight Platform.
- 1.5 By registering with Soundsight as an Artist or Sponsor, you represent and warrant that:
  - 1.5.1 you are at least 18 years of age;
  - 1.5.2 you accept full responsibility for the use of the Soundsight Platform through your Authorised User Account on any device, whether or not it is owned by you; and
  - 1.5.3 you will fully comply with these Terms, any Sponsor Services Contract and any applicable laws.

### 2. Definitions

**Artist** means one of Soundsight's approved music artists that Sponsors may engage for Sponsor Services through the Soundsight Platform.

**Artist Commission Fee** means the fee payable to Soundsight by Artists under these Terms as defined in Clause 8.

**Artist Fees** means any payment for Sponsor Services made by the Sponsor to the Artist.



**Authorised User** means those employees or authorised representatives of any User who are authorised by SoundSight to use the SoundSight Platform.

**Authorised User Account** means an account (together with login details) which entitles an Authorised User to access and use the SoundSight Platform in accordance with this Agreement.

**Business** means an entity that is purchasing or supplying the Sponsor Services in connection with a trade, craft or profession.

**Consumer** means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession.

**Endorsement Offer** means an offer to perform Sponsor Services made by an Artist to a Sponsor.

**Invoicing and Payment** means the service facilitated by Stripe, where payment is collected from Sponsors and paid out to Artists in accordance with Clauses 5 and 9.

**Marketplace** means an aggregation of uploaded Sponsorship Requests, to which a given Artist is eligible to tender for.

**Notification** means a message from SoundSight to Users either via e-mail or the SoundSight Platform.

**Platform Services** means the services provided by SoundSight to Artists and Sponsors, including, but not limited to: Invoicing and Payment, provision of the Marketplace and Notifications.

**Sponsorship Request** means an invitation for endorsement by an Artist with a given set of specifications for Sponsor Services required by a Sponsor and posted to the Sponsorship Request Marketplace by Sponsors.

**SoundSight/ 'we' 'us' 'our'** means the company that provides the Services and maintains the SoundSight Platform being SoundSight PR and Marketing Ltd, a company registered in England with UK company registration number: 13032958, having its registered office at 35 Park Road, Hendon, London, Greater London, England, NW4 3PL.

**SoundSight Platform** means the 'SoundSight' online platform which includes its proprietary domain [www.thesoundsight.com](http://www.thesoundsight.com) and all subdomains the web-app associated with that domain as well as any mobile or tablet application operated by SoundSight.

**Sponsors** means all Users of the SoundSight Platform that engage Artists for Sponsor Services.

**Sponsor Commission Fees** means the fee payable to SoundSight by Sponsors under these Terms as defined in Clause 5.

**Stripe Connected Account** means an Artist's online bank account where the Artist has agreed to the Stripe Services Agreement and received approval from Stripe to receive the Stripe Services;



**Stripe Services Agreement** means the [Stripe Connected Account Agreement](#), which includes the [Stripe terms of service](#);

**Sponsor Services** means the provision of brand endorsement and promotion services by Artists on the behalf of Sponsors in return for the Artist Fees.

**Stripe Services** means the payment processing services offered by Stripe to SoundSight and Stripe Connected Accounts including services that enable the acceptance of payments from Sponsors and the routing of money to and from Stripe Connected Accounts.

**Terms** means these Terms of Use.

**User** means all Artists and Sponsors that use the SoundSight Platform.

## TERMS FOR SPONSORS

### 3. Authorised User Account Registration

3.1 Before you are able to upload a Sponsorship Request or view Endorsement Offers via the Marketplace, you will be required to register for an Authorised User Account via the SoundSight Platform. You and any Authorised Users remain responsible for all actions and security in relation to your Authorised User Account.

If you wish to become an Authorised User, you must signify agreement with the Privacy and Cookies Policy and these Terms.

3.2 You can change your details and preferences at any time in the 'my account' section of the SoundSight Platform.

### 4. Engaging Artists

4.1 Once registered with us, Sponsors are invited to upload an unlimited number of Sponsorship Requests for the Sponsor Services that they require to the Marketplace. Sponsorship Requests may either be submitted for tender or Sponsors can respond directly to Endorsement Offers from Artists that they find on the Marketplace.

4.2 The Sponsor grants SoundSight and our affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable licence to use, reproduce, modify, adapt, publish, translate, distribute, and display any part of the Sponsorship Request and/or to incorporate it into other materials in any form, for commercial purposes.

4.3 Sponsors' Authorised Users with access to the SoundSight Platform will receive a Notification once an Endorsement Offer in response to a Sponsorship Request is ready for review or where an Artist is interested in a Sponsorship Request previously submitted by the Sponsor.



- 4.4 Where Artists have responded to the Sponsorship Request, Sponsors reviewing the Endorsement Offer will then have the option to digitally accept the Endorsement Offer or negotiate with an Artist directly which will be treated as a rejection of the initial Endorsement Offer. The Artist will then have the choice to make a new Endorsement Offer or end the negotiations without liability. Where Sponsors have submitted the Sponsorship Request in response to an Endorsement Offer listed on the Marketplace, the Artist will have the identical right to either accept or counter offer.
- 4.5 Should either an Endorsement Offer or Sponsorship Request made via the SoundSight Platform be accepted without modification by the responding party, a binding agreement will be immediately formed between the Sponsor and the chosen Artist for the performance of the Sponsor Services outlined in the Endorsement Offer, subject to full, advance payment of the Artist Fees, the specification of the Sponsorship Request, the Endorsement Offer and these Terms (**Sponsor Services Contract**).
- 4.6 Sponsors must make reasonable endeavours to respond to Endorsement Offers submitted to them via the Marketplace as soon as practicable, and in any event, no later than 30 days after submission of the Endorsement Offer by the Artist.
- 4.7 Once the Sponsor Services Contract has been formed, all contractual matters relating to the performance of the Sponsor Services are between the Sponsor and the Artist. It is therefore of the utmost importance that you communicate any important bespoke information relating to the Sponsor Services with the Artist, including any preferences you have regarding the Sponsor Services.
- 4.8 If you are an employee or independent representative using our SoundSight Platform on behalf of a Sponsor, please ensure that you have the requisite authority to contractually bind the legal entity or organisation on whose behalf you are operating. If you are not authorised to bind that legal entity or organisation, you should not attempt to enter into a Sponsor Services Contract with an Artist.
- 4.9 When using our SoundSight Platform, all Sponsors represent and warrant that:
- 4.9.1 they shall not misuse any personal data of Artists shared with them through the SoundSight Platform in contravention of the Data Protection Laws (defined in Clause 18.6) or send unsolicited communications to Sponsors;
  - 4.9.2 the details of the uploaded Sponsorship Request are accurate and truthful in respect of the agreed scope of the Sponsor Services; and
  - 4.9.3 no attempt will be made to circumvent SoundSight by entering into a separate agreement for Sponsor Services with an Artist introduced to them through the SoundSight Platform outside of the SoundSight Platform.
- 4.10 Sponsors agree to provide reviews of Artists where requested for the purpose of improving the SoundSight Platform.



## 5. Sponsor Commission Fees and Artist Fees

- 5.1 Soundsight takes the following payments from Sponsors via the Soundsight Platform:
  - 5.1.1 Sponsor Commission Fees are paid by Sponsors to Soundsight in respect of the Platform Services; and
  - 5.1.2 Artist Fees are paid by Sponsors to Artists via the Soundsight Platform in respect of the Sponsor Services.
- 5.2 The Sponsor Commission Fees shall be calculated as 6% in addition to the value of the Artist Fees negotiated between the Sponsor and the Artist.
- 5.3 The price of the Artist Fees will always be negotiated between the Sponsor and the Artist as agreed in the Sponsor Services Contract.
- 5.4 You will be required to pay up front when using our online checkout service on the Soundsight Platform prior to formation of the Sponsor Services Contract.
- 5.5 Payment processing services for Sponsors are provided by Stripe. By agreeing to these Terms of Business and continuing to use the Platform Services, Sponsors agree to be bound by the [Stripe Terms of Service](#), as may be modified by Stripe from time to time. Under no circumstances can Stripe be used in violation of the [Stripe Terms of Service](#) and any failure to comply by you will be a material breach of these Terms which may result in Soundsight terminating the Sponsor's use of the Soundsight Platform.
- 5.6 If you try to make any payment to Artists outside of the Soundsight Platform, we reserve the right to terminate your use of the Soundsight Platform without notice.
- 5.7 Sponsors shall pay all Sponsor Commission Fees due to Soundsight and Artist Fees due to Artists in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).



## TERMS FOR ARTISTS

### 6. Artist Registration

- 6.1 If you wish to become one of our Artists, you will be asked to register for an Authorised User Account through the SoundSight Platform. You and any Authorised Users remain responsible for all actions and security in relation to your Authorised User Account.
- 6.2 You will then be asked to complete our pre-qualification questionnaire prior to accessing our Platform and we will undertake verification of your social media statistics and followings.
- 6.3 We will then assess your application and we may ask you for more details during the verification process prior to accepting you as an Artist.
- 6.4 You warrant that you are authorised to grant all the licences referred to in these Terms and that you are authorised to bind the Business you represent to these Terms which constitute the entire agreement between us in relation to your use of the Platform Services. You further acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

### 7 Engaging with Sponsors

- 7.1 Once registered with SoundSight, Artists are invited to upload Endorsement Offers and browse Sponsorship Requests on the Marketplace.
- 7.2 The Artist grants SoundSight and our affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable licence to use, reproduce, modify, adapt, publish, translate, distribute, and display any part of the Sponsorship Request and/or to incorporate it into other materials in any form, for commercial purposes.
- 7.3 Artists' Authorised Users with access to the SoundSight Platform will receive a Notification once a Sponsorship Request in response to an Endorsement Offer is ready for review or where an Artist is interested in a Sponsorship Request previously submitted by the Sponsor.
- 7.4 Where Sponsors have responded to an Endorsement Offer, Artists reviewing the Sponsorship Request will then have the option to digitally accept the Sponsorship Request or negotiate with a Sponsor directly which will be treated as a rejection of the initial Sponsorship Request. The Sponsor will then have the choice to make a new Sponsorship Request or end the negotiations without liability. Where Artists are responding to a Sponsorship Request made via the Marketplace, the Artist will have the identical right to either accept or counter offer.
- 7.5 Should either an Endorsement Offer or Sponsorship Request made via the SoundSight Platform be accepted without modification by the responding party, a Sponsorship Services Contract will be formed between the parties as defined in Clause 4.5.



- 7.6 Sponsorship Requests are valid for 30 days only. If an Artist does not accept an Endorsement Offer within 30 days, the Sponsor may submit a new Sponsorship Request.
- 7.7 Once the Sponsor Services Contract has been formed, the Artist may commence the Sponsor Services.
- 7.8 Artists may communicate with the Sponsor once the Sponsor Services Contract has commenced. If either Sponsor or Artist attempts to contact the other party outside of the Soundsight Platform before that point, that party must immediately inform us via e-mail detailing the nature of the communications.
- 7.9 Artists acknowledge and accept that they are solely liable for ensuring the quality of the Sponsor Services.
- 7.10 When using the Soundsight Platform, Artists represent and warrant that:
- 7.10.1 the Artist will use reasonable endeavours to adhere to the Sponsor Services Contract in order to guarantee a successful outcome for Sponsors;
  - 7.10.2 it shall respond to any and all enquiries or requests made by Soundsight when carrying out Sponsor Services; and
  - 7.10.3 it shall promptly advise Soundsight of any prospective Sponsor Services between it and a Sponsor performed or in prospect of performance outside of the Soundsight Platform and the financial terms thereof.
- 7.11 Artists also indemnify, defend and hold harmless Soundsight against all losses that Soundsight incurs or suffers however arising as a result of or in connection with:
- 7.11.1 the Artist's breach of the warranties set out above;
  - 7.11.2 the Artist's breach or negligent performance or non-performance of any obligations under these Terms or the Sponsor Services Contract; and/or
  - 7.11.3 any claim made by a Sponsor or any third party arising out of or in connection with the Sponsor Services supplied by the Artist, to the extent that such claim arises as a result of any breach of these Terms by, or the negligence of, the Artist, its staff or contractors.
- 7.12 Soundsight requires that all Artists obtain appropriate insurance to cover their liabilities under these Terms.
- 7.13 Once an Artist enters into a Sponsor Services Contract, Soundsight has discharged its obligations toward the parties in respect of that Sponsor Services Contract. Any dispute that arises between a Sponsor and an Artist after the commencement of the Sponsor Services



Contract remains between those parties and Soundsight accepts no liability whatsoever for losses incurred by Sponsors or Artists as a consequence of any Sponsor Services facilitated by the Soundsight Platform.

- 7.14 Artists must ensure that at all times Sponsors are treated in a professional manner and that they shall not use any threatening or unsuitable language, or display any inappropriate behaviour when dealing with Sponsors.
- 7.15 Soundsight reserves the right to suspend and terminate the use of the Soundsight Platform by any Artist that breaches these Terms or if it receives more than two complaints about that Artist from Sponsors.

## **8 Artist Fees, Artist Commission Fees**

- 8.1 Although Soundsight provides suggestions regarding the magnitude of Artist Fees, this is for guidance purposes only and Artists are solely responsible for the Artist Fees stipulated within any Endorsement Offer.
- 8.2 Artist Fees are paid by Sponsors to Artists via the Soundsight Platform.
- 8.3 All Artists agree and hereby give Soundsight authorisation to issue self-billing invoices for Artist Fees on their behalf.
- 8.4 All Artist Fees will be paid up front by the Sponsor but will not be released until completion of the Services has been verified in accordance with Clause 10 of these Terms.
- 8.5 Once verified, the Sponsor will authorise Stripe to pay the Artist Fee to the Artist's Stripe Connected Account. The Artist Commission Fee will then be deducted from the Artist Fee and paid to Soundsight. The Commission Fee is calculated at 8% of the total Artist Fees charged in respect of the Sponsor Services.
- 8.6 Payment processing services for Artists are provided by Stripe and are subject to the Stripe Services Agreement. By agreeing to these Terms and continuing to use the Platform Services, you agree to be bound by the Stripe Services Agreement, as may be modified by Stripe from time to time. Under no circumstances can Stripe be used in violation of the Stripe Services Agreement and any failure to adhere to those terms by an Artist will constitute a material breach of these Terms which may result in Soundsight terminating your use of the Soundsight Platform.
- 8.7 Subject to agreeing to the Stripe Services Agreement and to receiving approval from Stripe to become a Stripe Connected Account, you must adhere to the following additional terms in order to be a Stripe Connected Account:
  - 8.7.1 you agree to provide us with accurate and complete Know Your Client information about your Business and the ownership of your business and to update that information whenever necessary to ensure it is accurate at all times;





- 8.7.2 you hereby authorise us to act on your behalf in setting up, creating and managing your Stripe Connected Account and any other activity required for the operation of the Stripe Connected Account and to receive notices from Stripe on its behalf;
  - 8.7.3 you hereby authorise us to access your Stripe Connected Account data and to share the Stripe Connected Account data with Stripe. Stripe and Soundsight are independently responsible for ensuring that Stripe Connected Account data within our possession or control is protected from unauthorised disclosure; and
  - 8.7.4 you understand and acknowledge that if we suspect you of any fraudulent, unlawful, deceptive or abusive activity, it is contractually required to inform Stripe promptly of this on becoming aware.
- 8.8 Soundsight is not liable for the processing times of Stripe who are responsible for any delays in processing Artist Fees due to Artists.
- 8.9 Our preferred currency is GBP. If Artist Fees are not received in GBP, the conversion is performed by Stripe. We are not responsible for any exchange rate rates or charges levied by Stripe for such conversion.
- 8.10 All Artists are fully responsible for compliance with any applicable local laws and regulations in regard to the Artist Fees that they receive from the Sponsor Services including the payment and reporting of any applicable income taxes and VAT. For the avoidance of doubt, Soundsight is not responsible for Artists' tax payments or any other financial obligation and cannot provide the Artists with any advice in this regard.

## **9 Status**

Nothing in these Terms shall be interpreted as meaning that any Artist or that any member of an Artist's personnel is an employee of Soundsight. The Artist hereby agrees that all Sponsor Services are provided to Sponsors as a self-employed person or as a Business and that therefore no employee legislation shall apply to these Terms and no Artist shall accrue any benefits or rights of employees under these Terms, including, but not limited to, entitlement to paid holiday or leave from Soundsight.



## GENERAL TERMS

### 10 Release of Funds

- 10.1 Once the Artist the Sponsor Services are complete, the Artist will be requested via a Notification to provide evidence of performance and upload it to the Platform (**Completion Note**).
- 10.2 The Sponsor will then have 48 hours to dispute the Completion Note or accept the Artist's verification. Payment of the Artist Fees to the Artist shall be triggered following acceptance of the Completion Note by the Sponsor via the Platform or after 48 hours have passed without the Sponsor initiating a dispute, whichever is the sooner. Should the Sponsor choose to dispute Completion, the dispute will be dealt with in accordance with Clause 24 of these Terms.

### 11 Introductions

- 11.1 Sponsors and Artist acknowledge and agree that should they engage with a one another through the SoundSight Platform, that this constitutes an introduction (**Introduction**).
- 11.2 Once an Introduction has taken place, should a Sponsor or Artist enter into a contract with an entity with whom SoundSight has made an introduction within the preceding 12 month period, all Fees due to SoundSight under these Terms shall apply in full.
- 11.3 In addition, we reserve the right to suspend use of the Platform Services for those Users that attempt to circumvent the SoundSight Platform.

### 12 Platform Services

- 12.1 The description of the Platform Services is as stated on the SoundSight Platform, marketing e-mails or any other form of advertisement provided by us. Any description is for illustrative purposes only.
- 12.2 We reserve the right to make minor beneficial changes to the Platform Services. This could be to comply with any applicable law, regulation or safety requirements, or to implement minor technical adjustments and improvements, for example to optimise your user experience without notice. If we are making significant changes to the Platform Services, we shall give you 30 days' notice in writing. If you access the SoundSight Platform after that notice period has expired, you will have been deemed to have accepted the updated version of these Terms.

### 13 Intellectual property

- 13.1 We are the owner or the licensee of all intellectual property rights in our SoundSight Platform and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.



- 13.2 “SoundSight” is an unregistered trade mark and is legally protected by the laws of “passing off” and “unfair competition”. No rights are granted to User or any third-parties to reproduce or use our trade mark for any purpose without prior written approval.
- 13.3 By using the Platform Services, all Users grant SoundSight a non-exclusive licence for the duration of the term of use of the SoundSight Platform to use their respective logos and trade marks for the purposes of marketing in regard to the Sponsor Services.
- 13.4 You are permitted to:
- 13.4.1 print off one copy or download extracts of any page(s) from our SoundSight Platform for your personal use; and
  - 13.4.2 draw the attention of others within your organisation to content on our SoundSight Platform PROVIDED THAT our status (and that of any identified contributors) as the authors of content on our SoundSight Platform is always acknowledged.
- 13.5 However, you must not:
- 13.5.1 modify the paper or digital copies of any materials you have printed off or downloaded in any way;
  - 13.5.2 use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text; or
  - 13.5.3 use any part of the content on our SoundSight Platform for commercial purposes without obtaining a licence to do so from us or our licensors.
- 13.6 If you print off, copy or download any part of our SoundSight Platform in breach of these Terms, your right to use our SoundSight Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **14 Viruses and maintenance**

- 14.1 We do not warrant or guarantee that our SoundSight Platform is free of errors, viruses, trojan horses or other destructive or contaminating components or content. We provide no warranty or guarantee that our SoundSight Platform is compatible with your computer equipment and are under no obligation to do so.
- 14.2 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material or event that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our SoundSight Platform, the downloading of any content, or on any websites linked to it.
- 14.3 You are responsible for configuring your information technology, computer programmes and SoundSight Platform to access our SoundSight Platform. You should use your own virus protection software.



14.4 You must not misuse our Soundsight Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Soundsight Platform, the server on which our Soundsight Platform is stored or any server, computer or database connected to our Soundsight Platform. You must not attack our Soundsight Platform via a denial-of-service attack or a distributed denial-of service attack.

14.5 We may, from time to time, temporarily suspend the operation of our Soundsight Platform with or without prior notice, either wholly or in part for repair or maintenance work or for the purposes of updating or otherwise improving its content, features or functionality.

## **15 Third-party Links on our Soundsight Platform**

Where our Soundsight Platform contains links to third-party websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked Soundsight Platforms or information you may obtain from them. We have no control over the contents of those Soundsight Platforms or resources.

## **16 Successors and our sub-contractors**

16.1 We may transfer the benefit of these Terms to someone else, however we will remain liable to the other for its obligations under these Terms. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.

16.2 You may only transfer your rights or your obligations under these Terms to another person or entity if we agree to this in writing.

**16.3** No person who is not a party to these Terms shall have any rights to enforce any of its provisions and these Terms can be varied without any third party's consent. Neither of us will need to get the agreement of any other person in order to end the agreement or make any changes to these Terms.

## **17 Circumstances beyond the control of either party**

17.1 In the event of any failure by a party because of something beyond its reasonable control:

17.1.1 the party will advise the other party as soon as reasonably practicable; and

17.1.2 the party's obligations will be suspended so far as is reasonable, PROVIDED THAT that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid.

## **18 Privacy**

18.1 By providing your personal data you consent to it being displayed on our Soundsight Platform as required to facilitate the Sponsor Services.



18.2 If you are an Artist your personal information will not be shared unless you respond to a Sponsorship Request.

18.3 If you are a representative of a Sponsor your information will not be shared with Artists unless you accept an Endorsement Offer at which point you consent to having your personal data shared in order to conduct the Sponsor Services Contract.

18.4 Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

18.5 These Terms should be read alongside, and are in addition to our policies, including our Privacy and Cookies Policy.

18.6 For the purposes of these Terms:

18.6.1 **'Data Protection Laws'** means any applicable law relating to the processing of Personal Data, including, but not limited to the Data Protection Act 2018 and Directive 95/46/EC (Data Protection Directive) or the GDPR.

18.6.2 **'GDPR'** means the General Data Protection Regulation (EU) 2016/679.

18.6.3 **'Data Controller'**, 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

18.7 We are a Data Controller of the Personal Data we Process in providing the Platform Services to you.

18.8 Where you supply Personal Data to us so we can provide services to you, and we Process that Personal Data in the course of providing services to you, we will comply with our obligations imposed by the Data Protection Laws:

18.8.1 before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;

18.8.2 we will only Process Personal Data for the purposes identified;

18.8.3 we will respect your rights in relation to your Personal Data; and

18.8.4 we will implement technical and organisational measures to ensure your Personal Data is secure.

18.9 For any enquiries or complaints regarding data privacy, please contact us.

## 19 Reliance on the SoundSight Platform

19.1 The content on our SoundSight Platform is provided for general information only and is not intended to amount to advice on which you should rely.



19.2 Although we make reasonable efforts to update the information on our SoundSight Platform, we make no representations, warranties or guarantees, whether express or implied, that the content is accurate, complete or up to date.

## **20 Prohibited use**

20.1 You may not use the SoundSight Platform for any of the following purposes:

20.1.1 in any way which causes, or may cause, damage to the SoundSight Platform or interferes with any other person's use or enjoyment of the SoundSight Platform;

20.1.2 in any unlawful or fraudulent manner;

20.1.3 to transmit, or to procure the transmission of any unsolicited marketing materials to us;

20.1.4 in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;

20.1.5 to gain unauthorised access to our SoundSight Platform, the server on which our SoundSight Platform is stored or any server, computer or database connected to our SoundSight Platform; or

20.1.6 making, transmitting or storing electronic copies of content protected by copyright without the permission of the owner.

## **21 Erroneous transactions and fraud**

Should we make payment in error to Sponsors or Artists, we reserve the right to pursue reimbursement via the SoundSight Platform by deducting the amount from future Artist Fees, Sponsor/Artist Commission Fees or using all available legal remedies.

## **22 Limitation of liability**

22.1 We provide the Platform Services only and we are not responsible and accept no liability whatsoever in respect of the Sponsor Services that Sponsors receive from an Artist on the SoundSight Platform.

22.2 We limit our liability as follows:

22.2.1 Except to the extent expressly stated in Clause 22.2.4, all terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are expressly excluded.

22.2.2 Subject to Clauses 22.2.3 and 22.2.4, we shall not be liable in contract or tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent) or otherwise for any loss or damage of whatsoever kind howsoever arising suffered in connection with your use of this SoundSight Platform, including but not limited to: indirect and consequential losses, any economic loss, loss of revenue, business, profits or business opportunities, anticipated savings or profits, loss of or damage to reputation, loss of goodwill or data



or for any punitive damages, penalties, interest or costs, (including legal and professional costs and expenses) suffered in connection with the supply of the Platform Services.

22.2.3 Our total liability to Sponsors for direct losses arising under any agreement between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the value of the Sponsor Commission Fees paid by the Sponsor via the SoundSight Platform in the 3 month period preceding the event that gave rise to such a claim.

22.2.4 We do not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of our other legal obligations including breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

22.3 This SoundSight Platform and the Platform Services advertised on it are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

22.4 The Artist agrees to indemnify SoundSight against all reasonable costs, expenses, penalties, fines or interest including reasonable legal costs and expenses, incurred or payable by the Sponsor in connection with or in consequence of any such liability, deduction, contribution, assessment or claim including claims for employment or worker status brought by any Artist against SoundSight arising out of or in connection with the provision of the Platform Services, except where such claim is as a result of any act or omission of SoundSight.

## **23 General**

23.1 These Terms may be varied by us from time to time. Such revised terms will apply to the Platform from the date of publication. Users should check the Terms regularly to ensure familiarity with the then current version. No variation of these Terms can be made after it has been entered into unless the variation is agreed by the User and SoundSight in writing and authorised by a member of our senior staff.

23.2 These Terms contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to these Terms.

23.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and no third party will have any right to enforce or rely on any provision of these Terms.

23.4 If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms will not be affected.



## **24 Sponsor Services Disputes**

- 24.1 Should a Sponsor dispute a Completion Note submitted by an Artist in accordance with Clause 10.2, Soundsight will be automatically notified via the Platform.
- 24.2 We will then review the dispute and issue a decision to the parties as to whether the Sponsor Services have been completed or not. The parties agree that all decisions made by Soundsight are final.

## **25 Governing law, jurisdiction and complaints**

- 25.1 This agreement (including any non-contractual matters) is governed by the law of England and Wales.
- 25.2 Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the User lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
- 25.3 We try to avoid any dispute, so we deal with complaints in the following way: If a dispute occurs, Sponsors should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days.