

AAYATS INC. TERMS OF SERVICE

Last Updated: May 26, 2025

PLEASE READ THIS TERMS OF SERVICE CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE AAYATS MOBILE APPLICATION, WEB PORTAL, AND ANY RELATED TOOLS OR SERVICES (COLLECTIVELY, THE "SERVICE"). THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT AFFECT YOUR RIGHTS. BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT USE THE SERVICE.

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A. DEFINITIONS

"Aayats,

" "we,

" "our,

" or "us" means Aayats Inc., a Delaware C-Corporation with its principal place of business at 271 17th St NW, Suite 1750, Atlanta, GA 30363, USA.

"User" ("you")

means any person or entity that accesses or uses the Service.

"Artist" means a User who

licenses Beats or other Services for creative projects.

"Producer" means a User who uploads

Beats for license.

"Engineer,

" "Studio Owner,

" and "Songwriter" refer to Users who, respectively,

offer mixing/mastering, studio-time, or songwriting services (collectively,

"Professionals"). "Beats" means original instrumental sound recordings uploaded by Producers.

"Transaction"

means any purchase, sale, booking, or other commercial exchange conducted through the Service.

"Stripe" means the third-party payment processor used by Aayats.

B. ACCEPTANCE OF TERMS

By creating an account, clicking "I Agree,

" or otherwise accessing the Service, you acknowledge

that: (i) you have read, understood, and agree to be bound by these Terms and our Privacy

Policy; (ii) you are at least eighteen (18) years old (or the age of majority in your jurisdiction) or have legal parental/guardian consent; and (iii) you have the authority to enter into these Terms personally or on behalf of the company you represent. If you are agreeing on behalf of a business entity,

"you" refers to that entity.

C. MODIFICATIONS TO SERVICE OR TERMS

We reserve the right, at our sole discretion, to modify, discontinue, or terminate the Service or to modify these Terms at any time. We will post updated Terms on the Service and update the "Last Updated" date. Changes will become effective upon posting. Continued use of the Service after changes take effect constitutes acceptance of the revised Terms.

D. CONTENT, OWNERSHIP, LIMITED LICENSE AND RIGHTS OF OTHERS

1. 2. 3. Service Content. The Service contains: (a) text, graphics, images, audio, video, works of authorship, and other content, including Beats and future service listings (collectively, "Content"); and (b) trademarks, logos, and trade dress ("Marks"). All Content and Marks (excluding User-Generated Content, defined below) are owned by Aayats or its licensors and are protected by intellectual-property laws.

Limited License. Subject to your compliance with these Terms, Aayats grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and view the Content solely for your personal, non-commercial use. Producers and Professionals may commercialize their own User-Generated Content via the Service as provided herein.

Reservation of Rights. Except for the limited license granted above, Aayats and its licensors retain all right, title, and interest in the Service and Content.

E. SERVICE AND CONTENT USE RESTRICTIONS

You agree that you will not, directly or indirectly: (i) copy, modify, distribute, sell, lease, reverse-engineer, decompile, or disassemble any part of the Service; (ii) access or use the Service to create a competing product or service; (iii) bypass, interfere with, or disable security or access-control features; (iv) upload viruses or malicious code; (v) engage in data mining, scraping, or harvesting; (vi) use any robot or automated means to access the Service without prior written permission; or (vii) violate any applicable law or regulation.

F. PLATFORM FEES, PAYMENT PROCESSING AND TAXES

1. Payment Processing. All Transactions are processed via Stripe. By transacting on the Service, you also agree to Stripe's terms of service and privacy policy. 2. 3. 4. 5. Platform Fees. Unless otherwise posted, Artists pay up to a 10 % buyer fee per

Transaction, and Producers or other Professionals pay up to a 5 % seller fee. Fees are disclosed at checkout and are non-refundable, except as expressly provided.

Payouts. Stripe will deposit net earnings to the payout method you provide, subject to Stripe's payout schedule and reserve requirements.

Taxes. You are responsible for determining and paying any applicable taxes arising from your Transactions. Where required, Aayats will issue IRS Form 1099-K or equivalent.

Refunds & Chargebacks. Aayats may withhold payouts to cover refunds, chargebacks, or suspected fraud. Refund eligibility is set forth in our Refund Policy, incorporated by reference.

G. USER ACCOUNTS

1. 2. 3. 4. Registration. You must create an account to access features that involve uploading, licensing, or purchasing Beats or services.

Account Security. Keep your password secure. You are responsible for all activities that occur under your account.

Account Verification. We may require you to verify your identity or provide additional information (e.g., government ID, tax forms) before enabling withdrawals or certain features.

Account Termination. We may suspend or terminate your account immediately and without refund if you violate these Terms or applicable law, or if we suspect fraud.

H. CONTENT YOU SUBMIT & AUTO-GENERATED CONTRACTS

1. 2. 3. 4. User-Generated Content. When you upload Beats, stems, or other content ("UGC"), you retain ownership but grant Aayats a worldwide, non-exclusive, royalty-free license to host, reproduce, distribute, perform, display, and otherwise exploit the UGC for operating and marketing the Service.

Auto-Generated Contracts. Every time an Artist licenses a Beat, the Service automatically issues a written license agreement ("Beat License") that specifies: (a) scope of usage (e.g., limited commercial, unlimited commercial, exclusive); (b) revenue-share or publishing splits; (c) credit-attribution requirements; (d) restrictions on

resale or re-licensing; and (e) governing law (Delaware). By completing a Transaction, Producer and Artist agree to be bound by the Beat License.

Warranty. You represent and warrant that your UGC does not infringe any third-party rights and that you have all necessary rights to grant the licenses herein.

Infringement Indemnity. You will indemnify and hold Aayats harmless from any claims arising out of or related to your UGC.

I. PROHIBITED CONDUCT

You agree NOT to use the Service:

- for any illegal purpose or in violation of any law;
- to upload content that is defamatory, obscene, pornographic, or hateful;
- to impersonate any person or entity;
- to engage in spamming, phishing, or unsolicited advertising;
- to facilitate money laundering, terrorism financing, or other illicit financial activity;
- in any manner that could damage, disable, overburden, or impair the Service.

J. COPYRIGHT & INTELLECTUAL-PROPERTY COMPLAINTS (DMCA)

Aayats respects intellectual-property rights and responds to valid DMCA notices. If you believe content on the Service infringes your copyright, please send a written notice to our Designated Agent at legal@aayats.com with the information required by 17 U.S.C. § 512(c)(3). Aayats may remove or disable access to the alleged infringing material and may terminate repeat infringers.

K. THIRD-PARTY SERVICES & EXTERNAL LINKS

The Service may contain links to third-party websites, services, or resources that are not owned or controlled by Aayats (including but not limited to Spotify preview embeds or YouTube videos). Aayats is not responsible for the content, products, or services on or available from those third parties. You assume sole risk when using any third-party resources.

L. ARTIFICIAL-INTELLIGENCE FEATURES & DISCLAIMERS

The Service incorporates proprietary AI models to assist with beat recommendations, service matching, songwriting suggestions, and contract generation. While we strive for accuracy, AI outputs are probabilistic and may contain errors. You acknowledge and agree that: (i) AI features are provided "as is"; (ii) you use AI outputs at your own risk; and (iii) Aayats will not be liable for damages arising from your reliance on AI suggestions.

M. WARRANTY DISCLAIMERS

THE SERVICE, CONTENT, UGC, AND ANY OTHER MATERIALS MADE AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT

WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, AAYATS EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICE OR ANY CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

N. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER AAYATS NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY; (iii) ANY UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR UGC; OR (iv) ANY CONTENT OBTAINED FROM THE SERVICE. OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS SHALL NOT EXCEED THE GREATER OF (A) ONEHUNDRED U.S. DOLLARS (US \$100) OR (B) THE TOTAL AMOUNT YOU PAID TO AAYATS IN FEES IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

O. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Aayats and its officers, directors, employees, and agents, from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or related to: (i) your use of or access to the Service; (ii) your violation of these Terms; (iii) your UGC; or (iv) your violation of any law or third-party right.

P. TERM, SUSPENSION & TERMINATION

These Terms remain in effect until terminated. We may suspend or terminate your account or access to the Service at any time, with or without notice, for conduct that we believe violates

these Terms or is harmful to Aayats, other Users, or third parties. Upon termination, your right to use the Service will cease, but Sections D–R will survive.

Q. DISPUTE RESOLUTION / ARBITRATION AGREEMENT & CLASS-ACTION WAIVER

1. 2. 3. 4. **Governing Law.** These Terms and any action related to them will be governed by the laws of the State of Delaware without regard to its conflict-of-laws principles.

Informal Resolution. Before filing a claim, you and Aayats agree to try to resolve any disputes informally by emailing legal@aayats.com with a description of the dispute. If the dispute is not resolved within 30 days of submission, either party may initiate arbitration.

Arbitration. You and Aayats agree that any dispute, claim, or controversy arising out of or relating to these Terms or the use of the Service will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration will take place in Atlanta, Georgia. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

Class-Action Waiver. YOU AND AAYATS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS-MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

R. MISCELLANEOUS PROVISIONS

1. 2. 3. 4. 5. **Entire Agreement.** These Terms constitute the entire agreement between you and Aayats regarding the Service.

Assignment. You may not assign or transfer these Terms without Aayats' prior written consent. Aayats may freely assign these Terms.

Severability. If any provision is unenforceable, the remaining provisions will remain in full force and effect.

No Waiver. Aayats' failure to enforce any right or provision will not be deemed a waiver of such right or provision.

Force Majeure. Aayats shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control.

S. SUPPLEMENTAL TERMS – MOBILE APPLICATIONS

If you access the Service via the Apple App Store or Google Play, the following additional terms apply: (i) these Terms are between you and Aayats, not Apple Inc. or Google LLC (collectively, "Store Provider"); (ii) Store Provider is not responsible for the Service or its content; (iii) Store Provider has no obligation to furnish any maintenance or support; (iv) in the event of any failure of the Service to conform to any applicable warranty, you may notify Store Provider for a refund of the purchase price (if any) paid through the Store Provider; (v) Store Provider is not responsible for addressing any claims you have relating to the Service; (vi) Store Provider and its subsidiaries are third-party beneficiaries of these Terms.

T. CONTACT INFORMATION

If you have any questions about these Terms or the Service, please contact us:

- Email: legal@aayats.com
 - Mail: Aayats Inc., 271 17th St NW, Suite 1750, Atlanta, GA 30363, USA
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