

GENERAL HOUSEKEEPING

We suggest you print a copy of this document for your records.

In order to use the website **VYBEVAULTRNB.COM**, you must obtain access to the Internet, you must provide all equipment necessary to make such connection to the Internet and to be able to upload music files. You agree to pay for Internet access and the equipment needed, and **MOLANDY MANAGEMENT & ENTERTAINMENT LLC** is not responsible for any of these costs.

When you sign up, you will select a username and a password so that you can access your account with us. You agree to provide true, accurate, current, and complete information about yourself. You agree that you will keep this information confidential. You are completely responsible for activities regarding your account and password. You agree to log off **VYBEVAULTRNB.COM** at the end of each session to prevent fraud on your account by third parties. If you think there has been unauthorized use of your account or password, you agree to immediately notify **MOLANDY MANAGEMENT & ENTERTAINMENT LLC** and cooperate with us to resolve it. You understand that if you do not follow the terms of this paragraph, we may suspend or terminate your use of **VYBEVAULTRNB.COM** as explained below. You understand that we are not responsible in any way and will not be liable to you or to any third person if you do not comply with the terms of this paragraph. You acknowledge that the complete privacy of your data and messages transmitted while using **VYBEVAULTRNB.COM** cannot be guaranteed.

General Rules

- a) You will follow these Terms and all applicable laws or regulations;
- b) You will never give your password to others;
- c) You will not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- d) You will not interfere with others' use of **VYBEVAULTRNB.COM**, including by interrupting other users' sessions, scrolling down (automatically or manually) to make it difficult for them, or otherwise act in a way that negatively affects other users' enjoyment of **VYBEVAULTRNB.COM**;
- e) You will not collect or store personal information about any other individual on **VYBEVAULTRNB.COM**;
- f) You will not publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material, or information.
- g) You will not manipulate **VYBEVAULTRNB.COM** to hide your identity for the purpose of misleading others or participation in **VYBEVAULTRNB.COM** (by using another person's identity, changing headers, or otherwise modifying any other possible identifier);
- h) You agree not to circumvent, disable, or otherwise interfere with security-related features of **VYBEVAULTRNB.COM** or features that prevent or restrict use or copying of any Content or enforce limitations on use of **VYBEVAULTRNB.COM** or the Content therein;

- i) You will not send any bulk unsolicited advertising, promotional information, e-mail or other solicitation (including without limitation junk mail, "spam," chain letters or pyramid schemes of any sort) to any person through the use of **VYBEVAULTRNB.COM**, except in areas that specifically authorize you to do so;
- j) You will not transmit, distribute, store, upload, destroy, or otherwise make available material, including without limitation **VYBEVAULTRNB.COM** content in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity, or other personal rights of others;
- k) You will not upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- l) You will not use meta tag searches on **VYBEVAULTRNB.COM**;
- m) You will not download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- n) You will not violate any code of conduct or other guidelines which may be applicable for any particular communication service.
- o) By uploading, posting, or otherwise transmitting through or to our website any content, you grant to us, our successors, and assigns, a non-exclusive, world-wide, royalty free, perpetual, non-revocable license to use or distribute such content in any manner otherwise than as stated herein;
- p) By using **VYBEVAULTRNB.COM**, you consent to receiving electronic communications from **MOLANDY MANAGEMENT & ENTERTAINMENT LLC.** relating to your account. These communications may involve sending emails to your email address provided during registration, or posting communications on **VYBEVAULTRNB.COM** or in your account, and will include notices about your account and are part of your relationship with **MOLANDY MANAGEMENT & ENTERTAINMENT LLC.** You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You further agree that **VYBEVAULTRNB.COM** and **MOLANDY MANAGEMENT & ENTERTAINMENT LLC.**, shall have the right to utilize any still or motion photographs for promotion and marketing purposes related to the respective organizations. You are responsible for updating **MOLANDY MANAGEMENT & ENTERTAINMENT LLC.** regarding any changes to your communication information provided during registration. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. You also consent to receiving certain other communications from us, such as newsletters about new **MOLANDY MANAGEMENT & ENTERTAINMENT LLC.** features and content, unique offers, and promotional announcements via email or other methods;
- q) **MOLANDY MANAGEMENT & ENTERTAINMENT LLC.** reserves the right to discontinue any aspect of **VYBEVAULTRNB.COM** at any time.

ARTIST AGREEMENT - TERMS OF USE – SITE DISCLAIMER

THE **VYBEVAULTRNB.COM** website (the “Site”) is an online information service subject to your compliance with the terms and conditions set forth below.

MoLANDY MANAGEMENT & ENTERTAINMENT LLC. (the “**MM&E**”) currently provides this service. The Site acts as a venue for musicians to post sound recording(s) of musical composition(s) or other content such as pictures, song lyrics, biography, and information etc., collectively referred to as “Submitted Musical Works.” The Site also allows industry professionals access to listen to and view the Submitted Musical Works. **MM&E** does not screen or censor the Submitted Musical Works posted to the Site. As a result, **MM&E** has no control over the quality, safety or legality of the Submitted Musical Works posted to the Site, or the ability of industry professionals to offer job opportunities to Artists.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING OR USING THE SITE. BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SITE. **MM&E** MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED AGREEMENT ON THE SITE. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SITE SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL **MM&E** AND/OR ITS SUPPLIERS OR PARTNERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, OR DATA, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE **MM&E** OR ANY OF ITS SUPPLIERS OR PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

The Site can be used by you (the “Artist”) to submit musical works that you have recorded (the “Submitted Musical Works”) to **MoLANDY MANAGEMENT & ENTERTAINMENT LLC.**, (“**MM&E**”) for the purpose of **MM&E** reviewing and evaluating the Submitted Musical Works for inclusion in the **VYBEVAULT RNB TALENT SHOWCASE** where Artist will compete as a Featured Artist with other **VYBEVAULTRNB.COM** participants. You must be 21 years of age to use the Site and are subject to its Terms of Use. As such, if you transact or attempt to transact any business with the Site or submit, or attempt to submit, any personal information to the Site, YOU AFFIRMATIVELY REPRESENT AND

WARRANT THAT YOU ARE AT LEAST 21 YEARS OF AGE AND THAT YOU POSSESS THE LEGAL RIGHT TO USE THE SITE IN ACCORDANCE WITH THESE TERMS OF USE AND ALL OTHER TERMS AND CONDITIONS.

Use of the Site and the submission of your musical work to **MM&E**, the review and acceptance or rejection of the Submitted Musical Works and the use of the Submitted Musical Works, if it is accepted is subject to the terms and conditions set forth below. By clicking **AGREE**, you agree to all the terms and conditions set forth below. If you do not accept the following terms and conditions, you should select **REJECT** and you will be prohibited from submitting your musical work to **MM&E** through this Site. Nevertheless, if you use this Site to submit a musical work to **MM&E**, you agree to be bound by the terms and conditions set forth below. **MM&E** reserves the right to change the terms of submission, acceptance and use from time to time at its sole discretion.

PLEASE CAREFULLY REVIEW THE FOLLOWING TERMS AND CONDITIONS.

1. Subject to the terms and conditions set forth herein, Artist hereby submits and delivers to **MM&E** musical works created and recorded by Artist for the purpose of permitting **MM&E** to review and evaluate the musical work for addition to **MM&E**'s selection process.
2. The Submitted Musical Works must be delivered to **MM&E** via **GOOGLE LINK** only.
3. Upon receipt of the Submitted Musical Works to **MM&E**, it will be reviewed and evaluated by the **MM&E** review committee within a reasonable period after receipt. A decision regarding the acceptance or rejection of the Submitted Musical Works will be sent to Artist via e-mail within 48 hours after receipt.
4. If the Submitted Musical Works are accepted by **MM&E**, Artist shall be notified regarding the selection to participate in the **VYBEVAULT RNB TALENT SHOWCASE**.
5. If the Submitted Musical Works are accepted by **MM&E**, Artist hereby grants to **MM&E**, and **MM&E** hereby accepts from the Artist, the non-exclusive right and license to (i) add the accepted musical work to **MM&E**'s music library, (ii) include the accepted musical work on its Site where it will be available for access, selection and play by the **MM&E** professional review committee.
6. **MM&E** shall not have any rights to use, sell, distribute or reproduce the Submitted Musical Works if it is rejected by **MM&E** and **MM&E** will have no rights to include the rejected work in its musical showcase, include the rejected Submitted Musical Works on any Virtual Entertainment System or otherwise perform or permit users of the Site to utilize the rejected Submitted Musical Works without the expressed authority of the Artist.
7. **MM&E** shall have the sole and exclusive right to accept or reject the Submitted Musical Works and shall be entitled to reject it for any reason whatsoever.
8. **MM&E** shall not pay any royalty to the Artist with respect to any accepted musical work or for the addition of the accepted musical work in the **VYBEVAULT RNB TALENT SHOWCASE** or for selection of the work by a user of the system.
9. **MM&E** hereby acknowledges and agrees that even if the Submitted Musical Works are accepted and reviewed by the committee, **MM&E** will not make the accepted work available for sale or sell or distribute it during the period of the Showcase. **MM&E** further agrees that the accepted musical work will not be made available for downloading from the Site.

10. Artist is and remains responsible for perfecting its intellectual property rights in the Submitted Musical Works. **MM&E** does not assume any responsibility for securing any intellectual property rights with respect to the Submitted Musical Works even if it is accepted by **MM&E**.

11. Artist hereby represents and warrants that it is the owner of all rights, title, and interest in and to the Submitted Musical Works and has the sole right to grant the licenses on it.

12. Artist further represents and warrants that the Submitted Musical Works does not infringe upon the patent, copyright, or trademark rights of another party or any contractual, statutory, or other proprietary rights of a third party. Artist shall, at its own expense, defend any and all actions, suits, demands or claims brought against **MM&E** by a third party for infringement of any copyright, trademark or other contractual, statutory or proprietary rights because of the submission of the Submitted Musical Works to the Site, the inclusion of the accepted musical work in the **VYBE VAULT RNB TALENT SHOWCASE**, and Artist shall indemnify and hold **MM&E** harmless against any and all losses, damages, costs, judgments and expenses (including reasonable attorney's fees) incurred by **MM&E** as a result of or relating to any claims, demands or actions asserted against **MM&E** by a third party for infringement of any copyright, trademark or other contractual, statutory or proprietary rights because of the addition of the Submitted Musical Works to the Site.

13. The status of Artist and **MM&E** under this Agreement is that of independent contractors and nothing contained herein shall be deemed to create an employer/ employee relationship, partnership or joint venture arrangement between Artist and **MM&E**. No party is another party's agent, partner, employee or representative. No party hereto shall have the right to obligate or bind any other party in any manner whatsoever, and nothing contained herein shall give or is intended to give rise to any rights of any kind to any third persons.

14. This Agreement shall begin on the Effective Date of the Agreement and shall continue in full force and effect until it is terminated by either party serving thirty (30) days written notice of termination upon the other party. Upon termination of this Agreement, **MM&E** shall discontinue any further use of all the accepted musical works and remove them from the Site.

15. This Agreement shall be binding upon and inure to the benefit of **MM&E**, and its legal representatives, successors, and assigns. **MM&E** shall be entitled to assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Artist.

16. This Agreement shall also be binding upon and inure to the benefit of Artist, and its legal representatives, successors, and assigns. Artist shall not be entitled to assign or otherwise transfer its rights and obligations under this Agreement without the prior written consent of **MM&E**.

17. This Agreement shall be deemed to be a contract made under the laws of the State of New York, United States of America, and for all purposes it shall be interpreted in its entirety according to the laws of said state. Any cause of action or claim you may have with respect to this Agreement must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

18. If any part or provision of this Agreement are invalid or unenforceable for any reason, this invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions which shall remain in full force and effect as if this Agreement had been executed with the invalid provisions thereof deleted.

19. The failure of either party to exercise partially or fully any right or the waiver by either party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.

20. **MM&E** makes no representation that Materials on the Site are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Site from locations outside the United States do so at their own risk and are responsible for compliance with local laws.