

Effective: February 10, 2016

Welcome to BattleRapLive! Please read these Terms of Service (the "**Terms**") carefully because they govern your use of our services accessible via our mobile device applications (each referred to individually as the "**App**," and collectively the "**Apps**") as well as our website located at www.BattleRapLive.com (the "**Site**"), which enable you, the "**User**" to create, watch and share audio and video based musical performances with your friends, family and the general public, as further described in these Terms. To make these Terms easier to read, the Site, our services and the Apps are collectively called the "**Services**." The Terms of Service are a contract between the **User** and "**BattleRapLive**", each referred to individually as a "**Party**" and collectively known as the "**Parties**."

Agreement to Terms

By accessing or using the Services you agree to be bound by these Terms, whether or not you are a registered user of our Services. These Terms apply to all visitors, registered users, and others who access the Services ("**Users**"). As long as you comply with these Terms, we authorize you to download and install a copy of the Apps to your mobile device, and to access and use the Services, for your own personal use. You understand and agree that all features available via our Apps may not be available via our Site and vice versa. You may not: (i) copy, modify or distribute the Services or any portion thereof for any purpose; (ii) transfer, sublicense, lease, lend, rent or otherwise distribute the Services or any portion thereof to any third party; (iii) decompile, reverse-engineer, disassemble, or create derivative works of the Services or any portion thereof; (iv) make the functionality of the Services or any portion thereof available to multiple users through any means; or (v) use the Services or any portion thereof in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms.

Eligibility

You may use the Services only if you are 13 years of age or older and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

Changes

The Services are always evolving and the form and nature of the Services may change from time to time without prior notice to you. In addition, BattleRapLive may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to Users generally and may not be able to provide you with prior notice. We also retain the right to create limits on access, use and storage or to charge a fee for the use of certain parts of the Services, which we may decide to do at any time, although we will provide you with prior notice before any such fees will take effect.

Creating an Account

In order to access certain features of the Services, you'll need to create an account ("**Account**"). Creating an Account allows you to save, store, and share your content. As part of this Account registration process, you may be requested to provide information about yourself in order to use the Services. You agree to provide and maintain true, accurate, complete and current information as requested by the Services. If you provide any information that is untrue, inaccurate, incomplete or not current, BattleRapLive has the right to suspend or terminate your Account and may prohibit you from using the Services at any time.

You can create an Account by registering a new email account or by connecting to your Social Network Sites ("**SNS**") such as Google+ and Facebook. Facebook, YouTube, and Google+ are third party services and by connecting to BattleRapLive through any of them you give us permission to access and use your information from that service as permitted by that service, and to create an Account based on that information and store your log-in credentials for that service. You may only link your own SNS accounts to BattleRapLive. We will access and retrieve your account information from linked SNSs on your behalf and make certain information or services available to you through the Services. By linking your SNS accounts, you expressly authorize us to access your SNS account information, on your behalf as your agent and permit us to access, use, and in some cases, store your SNS account information to accomplish the foregoing.

Using the Services

Audio and Video Recordings

Through the Services, Account holders can use their mobile device's built-in camera to make audio and/or video recordings of themselves singing songs (such recordings to be referred to as "**Audio Recordings**" and "**Video Recordings**," respectively, and collectively, "**Recordings**"). For purposes of clarity, an Audio Recording is comprised of only the audible components of a recording, while a Video Recording is comprised of both the visual and audible components of a recording. As part of our Services, we collect and store the Recordings that you choose to make within the Apps while signed into your Account. We do not store or collect Recordings made within the Apps that are not connected with a valid, signed-in Account. When you share Recordings on the Services (a "**Shared Recording**"), in addition to being accessible via the Services, this Shared Recordings may be uploaded to one or more BattleRapLive owned channels on the YouTube, SoundCloud or other media sharing platforms.

Shared Recordings may be used for public, private, or unlisted consumption on media sharing platforms at the sole discretion of BattleRapLive. By default, all Recordings made and shared by you through the Services are available for public viewing on both the Services and the BattleRapLive owned channel(s) on media sharing platforms. We strongly caution you that if you do not want Recordings made via the Services to appear in the public domain, DO NOT share them to your Account!

An Account holder can share that Recording with his friends within the Services, post links to that Recording via his SNS accounts, and submit the Recording in contests hosted by BattleRapLive through the Services. Account holders will also be able to listen to and view Recordings created by others, including Recordings created by Users of the Services that they have chosen to "follow." As an Account holder, you'll be able to view other Users' comments regarding Recordings, and you'll also be able to post your own comments about a third party's Recording (including whether you 'like' a particular Recording).

Purchases

When you register for the Services and create an Account, BattleRapLive will provide you with access to a subset of songs from its music library, to get you started using the Services and creating Recordings.

In-Services Currencies The Services may include a virtual, in-Service currency including, but not limited to BattleRapLive "tokens" ("**Virtual Currency**"). The Virtual Currency may be obtained through certain use of and interactions within the Services. For example, by creating a profile, making Recordings, and sharing your Recordings, you may earn Virtual Currency that can be used to purchase goods or services made available through the Services. You can use such Virtual Currency to access additional songs in BattleRapLive's library to create Recordings against, and to purchase and download the original versions of those songs. BattleRapLive's Virtual Currency is made available to you at the sole discretion of BattleRapLive and may be discontinued at any time. Virtual Currency can be redeemed solely through the offerings made through the Services that are explicitly offered in exchange for Virtual Currency. Virtual Currencies are digital items only. Your right to use any Virtual Currency that you obtain is limited to a non-exclusive, non-transferable, non-sublicenseable, revocable right to use such Virtual Currency solely within the Services for consumption of in-Services offerings for your personal and noncommercial use and for no other purpose. Except for the limited rights described herein, you have no property interest or right or title in or to any such Virtual Currency, which remain the exclusive property of BattleRapLive. As stated above, the existence of a particular offer of Virtual Currency is not a commitment by BattleRapLive to maintain or continue to make the Virtual Currency available in the future. The scope, variety and type of Virtual Currency that you may obtain can change at any time. BattleRapLive has the absolute right to manage, regulate, control, modify or eliminate such Virtual Currency as it sees fit in its sole discretion, and BattleRapLive will have no liability to you or anyone for the exercise of such rights. Except where explicitly authorized within the Services: (i) transfers of Virtual Currency are prohibited; (ii) outside of the Services, you may not buy or sell any Virtual Currency for "real world" money or otherwise exchange items for value; and (iii) BattleRapLive does not recognize any such prohibited purported transfers of Virtual Currency, nor the purported sale, gift or trade in the "real world" of Virtual Currency. Any attempt to do any of the foregoing is in violation of these Terms and will result in an automatic termination of your rights to use the Virtual Currency and may result in termination of your Account and/or access to the Services, and/or possible legal action.

Subscriptions In addition to using Virtual Currency, Account holders can purchase subscriptions of various durations (e.g. 1 week, 1 month, 6 months) for unlimited access to the BattleRapLive music library and other goods and services available via the Services. We reserve the right to add or remove songs to and from our music library, at our discretion. You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. BattleRapLive may revise the pricing for subscriptions, goods, and services offered through the Services at any time. If you have any issues in connection with goods or services you have purchased, you should contact us at support@BattleRapLive.com. We will take steps that are appropriate in our sole discretion to resolve such issues.

Managing Your Account

You are responsible for maintaining the confidentiality of your Account. You agree to notify BattleRapLive immediately of any unauthorized use of your Account or any other breach of security related to your Account. You are responsible for all activities that occur under your Account whether or not you have knowledge of those activities.

You agree not to use user names, profile names, stagenames or other publicly facing account or profile names that are offensive, obscene, or harassing to others. We reserve the right to reclaim any user name or stagename or require you to remove or change your user name or stagename at any time and for any reason in our sole discretion.

Content and Content Rights

For purposes of these Terms: (i) "Content" means text, graphics, images, music, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, uploaded, downloaded, provided or otherwise made available through the Services; and (ii) "User Content" means any Content that Account holders (including you) provide to be made available through the Services. Content includes without limitation User Content.

Rights in User Content Granted by You

Our Services allow you and other Users to post, link, store, share and otherwise make available User Content. You are responsible for the User Content that you post to the Services, including its legality, reliability, and appropriateness. By making any User Content available through the Services, you hereby grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable right and license, with the right to grant sublicenses, to access, use, modify, creative derivative works of, publicly perform, publicly display, reproduce, and distribute, in any form, medium, or technology now known or later developed, throughout the universe, your (i) User Content and derivatives thereof for the purposes of operating and providing the Services; and (ii) Saved Video Recordings for any purpose. You and BattleRapLive agree that BattleRapLive has the non-exclusive right to monetize your Shared Recordings through any available monetization schemes, without any further consent from or obligation to you.

To the extent you include or associate your name, image, biography/resume, recorded words or actions, voice/sound, or photograph in or with your User Content (collectively, your "Likeness"),

you hereby grant, and agree to grant, to BattleRapLive consent and permission, on a royalty-free basis, to use, incorporate, exhibit, reproduce, distribute, promote, and publicize your Likeness, throughout the world, in connection with your User Content and Shared Recordings as contemplated herein. Such consent and permission is fully sublicensable by BattleRapLive through multiple tiers of sublicensees.

You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content, nor any use of your User Content by BattleRapLive as contemplated herein will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Rights Granted by BattleRapLive

Subject to the terms and conditions of these Terms, we grant you a license to use the Services, including creating, accessing and viewing Content, for your personal, noncommercial use to allow you to create and share videos and audio, connect with users, comment and interact with User Content as expressly permitted by the features of the Services. BattleRapLive may terminate this license at any time for any reason or no reason. Except for the rights and licenses expressly granted, BattleRapLive reserves all other rights and no other rights are granted by implication or otherwise. Except as expressly provided in these Terms, you agree not to use, modify, reproduce, distribute, sell, license, or otherwise exploit the Content (except for your User Content) without our permission.

We strive for a safe and clean community on BattleRapLive; however, by using the Services, you may be exposed to certain User Content that could be offensive, indecent or otherwise not in line with your expectations. You bear all risks associated with the use of any Content available in connection with the Services. BattleRapLive shall not be liable in any way for any User Content made available via the Services, including but not limited to any errors or omissions in any such User Content or any loss or damage of any kind resulting from any use of such User Content. You may notify BattleRapLive of any User Content that you believe violates these Terms, or other inappropriate user behavior, by emailing BattleRapLive support at support@BattleRapLive.com and BattleRapLive reserves the right in its sole discretion to review, monitor, prohibit, edit, delete, disable access to or otherwise make unavailable any User Content (including without limitation your own User Content) without notice for any reason or for no reason at any time.

Social Sharing

If you choose, you may share links to your Recordings on certain of your SNS accounts and via email, through the social sharing functionality we've implemented through the Services.

Alerts and Notifications

As part of the Services, you may (if enabled) receive push notifications, alerts, emails, or other types of messages directly sent to you outside or inside the Apps ("Push Messages"). If you decide to enable such Push Messages, you agree to receipt of communications from BattleRapLive via the Push Messages. You have control over the Push Messages settings, and can opt in or out of these Push Messages through the Services (with the possible exception of infrequent, important service announcements and administrative messages). Please be aware that third party messaging fees may occur relating to these Push Messages depending on the message plan you have with your wireless carrier. As part of providing you the Services, we may need to provide you with certain notifications and communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Account, which you may not be able to opt-out from receiving.

General Prohibitions

We ask that you respect your BattleRapLive community and other Users when creating and sharing Content and using the Services. When sharing Content or otherwise using the Services, you agree not to:

- submit material that violates a third party's proprietary rights, including privacy and publicity rights, or that otherwise violates any applicable law;
- publish falsehoods or misrepresentations that could damage us, our users or any third party;
- publish any private information of someone, like their address, phone number, email address, and similar information without their permission;
- submit or publish material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
- post advertisements;
- impersonate another person or represent yourself as affiliated with us, our staff or other industry professionals;
- solicit a user's password or other account information; or
- harvest user names, addresses, or email addresses for any purpose;
- attempt to access or search the Services or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by us or other generally available third party web browsers;
- access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers;
- use the Services for any commercial purpose or for the benefit of any third party or in any manner not explicitly permitted by these Terms;
- violate any applicable law or regulation; or
- encourage or enable any other individual to do any of the foregoing.

This list is an example and is not intended to be complete or exclusive. We don't have an obligation to monitor your access to or use of the Services or to review or edit any Content, but we have the right to do so for the purpose of operating the Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. We reserve the right, at any time and without prior notice, to remove or disable access to any Content, that we consider, in our sole discretion, to be in violation of these Terms or otherwise harmful to the Services, and to investigate and prosecute violations of any of the above and/or involve and cooperate with law enforcement authorities in prosecuting Users who violate these Terms.

Your Interaction with Other Users

You are responsible for your interaction with other Users and other parties that you come in contact with through your use of the Services. BattleRapLive reserves the right, but has no obligation, to monitor and manage interactions between you and other Users. You will fully cooperate with BattleRapLive to investigate any suspected unlawful, fraudulent or improper activity, including, without limitation, granting BattleRapLive access to any password-protected portions of your Account. We also reserve the right to disclose any information that you submit through the Services, if in our opinion, we suspect or have reason to suspect, that the information involves a party who may be the victim of abuse in any form. This information may be disclosed to the proper authorities that we deem appropriate. BattleRapLive hereby disclaims any and all liability to you or any third party relating to any dispute between you and other Users.

Privacy Policy

We care about the privacy and security of our Users. Please refer to our Privacy Policy for information on how we collect, use and disclosure information from our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have your Personally Identifiable Information collected, used, transferred to and processed in the United States.

Copyright Policy

We do not permit copyright infringing activities and infringement of intellectual property rights on the Services and will remove any such Content if properly notified that such Content infringes on another's intellectual property rights. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you can submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;

- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Services where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a 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
- 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.

You can contact our Copyright Agent via email at support@BattleRapLive.com or by mail at Copyright Agent, c/o BattleRapLive Interactive Inc., 520 Hampshire St., San Francisco, CA 94110.

Rights and Terms for Apps

Rights in App Granted by BattleRapLive

Subject to your compliance with these Terms, BattleRapLive grants you a limited non-exclusive, non-transferable license to download and install a copy of the applicable App on a single mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. Furthermore, with respect to any App accessed through or downloaded from the Apple App Store ("App Store Sourced Application"), you'll use the App Store Sourced Application only: (i) on an Apple-branded product that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. BattleRapLive reserves all rights in and to the App not expressly granted to you under these Terms.

Additional Terms for App Store Sourced Applications

For any App Store Sourced Application, you acknowledge and agree that:

- these Terms are concluded between you and BattleRapLive, and not with the Apple, and that BattleRapLive (not Apple), is solely responsible for the App Store Sourced Application;
- Apple has no obligation to furnish any maintenance and support services with respect to the App Store Sourced Application;
- in the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the App Store Sourced Application to conform to any warranty will be the sole responsibility of BattleRapLive;
- Apple is not responsible for addressing any claims that you or any third party may have relating to the App Store Sourced Application or your possession or use of the App Store Sourced Application,

including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation;

- in the event of any third party claim that the App Store Sourced Application or your possession or use of that App Store Sourced Application infringes that third party's intellectual property rights, BattleRapLive will be solely responsible for the investigation, defense, settlement and discharge of any such claim to the extent required by these Terms;
- Apple and its subsidiaries are third party beneficiaries of these Terms as related to your license of the App Store Sourced Application and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof;
- you must also comply with all applicable third party terms of service when using the App Store Sourced Application; and
- you'll comply with all U.S. and foreign export laws and regulations to ensure that neither the App Store Sourced Application nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws or regulations. By using the App Store Sourced Application you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Terminating Your Account

You may close your Account at any time by sending an email to support@BattleRapLive.com. We reserve the right to suspend or terminate your Account for any reason, without notice or liability to you, including if in our sole determination you violate any of these Terms. Upon suspension or termination of your Account, your User Content that was created, commented on, shared, or otherwise originating from the Services will remain on the Services, however, you will not be able to access that content from your Account. Some goods and services are made available for purchase by you for "real world" money through the Services (such as subscriptions to our music library) directly from third party retailers. We have no control or influence over such third party retailers or their refund policies. Should your Account be terminated for any reason prior to your receipt of these goods and services (or in the case of subscriptions, prior to the end of your subscription term), your sole recourse is to seek a refund from the applicable third party retailer. We will take whatever action we deem fit, in our sole discretion, to assist you in securing such a refund, but in no event will we be liable to you in connection with your inability to obtain any refunds.

Indemnity

You agree to indemnify and hold harmless BattleRapLive and its officers, directors, employees and agents, from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third

parties), arising out of or in any way related to: (i) your access to or use of the Services or Content; (ii) your User Content; or (iii) your breach of any of these Terms.

Links to Third Party Sites

The Services may contain links to third party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by BattleRapLive. BattleRapLive does not endorse or assume any responsibility for any such third party sites, information, materials, products, or services. If you access any third party website, service, or content from the Services, you do so at your own risk and you agree that BattleRapLive will have no liability arising from your use of or access to any third party website, service, or content.

Ownership

Our Services are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, we (or our licensors) exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services, including in any Content (except for your User Content). You acknowledge and agree that any feedback, comments or suggestions you may provide regarding the Services ("Feedback") will be the sole and exclusive property of BattleRapLive and you hereby irrevocably assign to us all of your right, title and interest in and to all Feedback.

Disclaimer

You understand and agree that the Services, including without limitation all Content and other subject matter included within the Services, are provided to you "AS IS" and on an "AS AVAILABLE" basis, without warranty of any kind. Without limiting the foregoing, WE EXPLICITLY DISCLAIM 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 Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no representations, warranties, or guarantees relating to the quality, suitability, truth, accuracy or completeness of any Content. You acknowledge sole responsibility for and assume all risk arising from your use of or reliance on any Content.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES AND CONTENT REMAINS WITH YOU AND YOU USE THE SERVICES AT YOUR OWN RISK. YOU AGREE THAT NEITHER BATTLERAPLIVE NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS

OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR RELATED TO THESE TERMS OR FROM THE SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BATTLERAPLIVE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

IN NO EVENT WILL BATTLERAPLIVE'S AGGREGATE LIABILITY, OR THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED FIFTY DOLLARS (\$50). THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN BATTLERAPLIVE AND YOU.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Force Majeure

Events of Force Majeure

For the purpose of this Agreement, an "Event of Force Majeure" means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of Good Utility Practice, cannot be, or be caused to be, prevented, avoided or removed by such Party, and (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

Instances of Force Majeure

(a) the following Natural Force Majeure Events:

- fire, chemical or radioactive contamination or ionizing radiation, earthquakes, lightning, cyclones, hurricanes, floods, droughts or such other extreme weather or environmental conditions, unanticipated geological or ground conditions, epidemic, famine, plague or other natural calamities and acts of God;
- explosion, accident, breakage of a plant or equipment, structural collapse, or chemical contamination (other than resulting from an act of war, terrorism or sabotage), caused by a person

not being the affected Party or one of its contractors or subcontractors or any of their respective employees or agents;

- to the extent that they do not involve the United States of America or take place outside of the United States of America, acts of war (whether declared or undeclared), invasion, acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage;
- strikes, lockouts, work stoppage, labor disputes, and such other industrial action by workers related to or in response to the terms and conditions of employment of those workers or others with whom they are affiliated save, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the party whose workers resort to such action;

(b) the following Political Force Majeure Events:

- to the extent they take place in the United States of America, acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage;
- to the extent that they are politically motivated, strikes, lockouts, work stoppages, labor disputes, or such other industrial action by workers, save in relation to BattleRapLive, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of BattleRapLive
- failure or inability of BattleRapLive to obtain or renew any Consent, on terms and conditions as favorable in all material respects as those contained in the original Consent relating to the BattleRapLive Business (other than due to a breach by BattleRapLive of any of such terms and conditions);
- any action or failure to act without justifiable cause by any Competent Authority, other than a court (including any action or failure to act without justifiable cause by any duly authorized agent of any Competent Authority, other than a court);
- expropriation or compulsory acquisition of the whole or any material part of BattleRapLive's System, except where such appropriation or compulsory acquisition is on account of contravention of law by BattleRapLive;
- any legal prohibition on BattleRapLive's ability to conduct BattleRapLive's Business, including passing of a statute, decree, regulation or order by a Competent Authority prohibiting BattleRapLive from conducting BattleRapLive's Business, other than as a result of BattleRapLive's failure to comply with the law or any order, Consent, rule, regulation or other legislative or judicial instrument passed by a Competent Authority;
- in relation to BattleRapLive, non-performance by a counter-party under a contract relating to the BattleRapLive's Business by reason of an event or circumstance that would constitute a Political Force Majeure Event under this Agreement,

Effects of an Event of Force Majeure

Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Natural Force Majeure Event.

- Additionally, BattleRapLive, shall be excused from performance and shall not be in default in respect of any obligation under this Agreement to the extent that the failure to perform such obligation is due to a Political Force Majeure Event.

Notice of an Event of Force Majeure

If a Party wishes to claim protection in respect of an Event of Force Majeure, it shall, as soon as possible following the occurrence or date of commencement of such Event of Force Majeure, notify the other Party of the nature and expected duration of such Event of Force Majeure and shall thereafter keep the other Party informed until such time as it is able to perform its obligations. The Parties shall use their reasonable endeavors to:

- overcome the effects of the Event of Force Majeure;
- mitigate the effect of any delay occasioned by any Event of Force Majeure, including by recourse to alternative mutually acceptable (which acceptance shall not be unreasonably withheld by either Party) sources of services, equipment and materials; and
- ensure resumption of normal performance of this Agreement as soon as reasonably practicable and shall perform their obligations to the maximum extent practicable,
- provided that neither Party shall be obliged to settle any strike, lock out, work stoppage, labor dispute or such other industrial action by its employees.

General Terms

These Terms are governed by the laws of the State of California, without regard to any conflict of laws rules or principles. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Services, and supersede and replace any prior agreements we might have between us regarding the Services. We may revise these Terms from time to time, and we will try to provide at least 30 (thirty) days' notice prior to any new terms taking effect. By continuing to access or use our Services after those revisions become effective, you agree to be bound by the revised terms. You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. BattleRapLive may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Questions & Contact Information

Please contact us if you have any questions about our Terms at support@BattleRapLive.com