

JAMMAR MUSIC LLC - WEBSITE DISCLAIMER

Website Disclaimer was last updated on April 9, 2025.

WELCOME TO JAMMAR MUSIC

Before engaging with our website (www.jammarmusic.com) or using any of our services, it is essential that you carefully read this comprehensive disclaimer and our terms of use. This document details essential legal obligations and delineates your rights as a user of our services and website, ensuring mutual understanding and agreement.

1. VARIABILITY OF RESULTS IN THE ENTERTAINMENT INDUSTRY

a. Acknowledgment of External Influences: At JamMar Music, we recognize that the music and entertainment industries are both volatile and highly competitive. Despite our intensive efforts to tailor strategies that align with each client's unique profile and aspirations, numerous external factors play a crucial role in determining the success of these strategies. These factors include, but are not limited to, current market trends, audience reception, media exposure, and changes in cultural interests, all of which can significantly influence the effectiveness and impact of our services.

b. Influence of Individual Talent and Effort: The talent and dedication of each client also play a critical role in their success. Individual capabilities, personal drive, and the ability to adapt to feedback and evolving circumstances are essential components that affect outcomes. While JamMar Music provides guidance, networking opportunities, and promotional support, the ultimate success heavily relies on the client's personal attributes and efforts.

c. Unpredictability of Market and Audience: The preferences and interests of audiences can be unpredictable, and market trends can shift rapidly due to new technological advancements, emerging genres, or sociopolitical changes. These dynamics can affect the reception of a new artist or project, sometimes irrespective of the quality of the output or the robustness of the marketing strategies employed.

d. **Realistic Management of Expectations:** Understanding that results vary, JamMar Music is committed to setting realistic expectations right from the outset. During our initial consultations and throughout our engagement with clients, we emphasize the inherent uncertainties of the music and entertainment landscapes. By doing so, we aim to manage expectations realistically, ensuring that clients are aware of the potential highs and lows in their career trajectory.

e. **Long-term Commitment to Clients:** Despite the challenges and inherent variability of results, JamMar Music remains steadfastly committed to each client over the long term. We believe in building lasting relationships and adapting our approaches as needed to respond to both market changes and the evolving goals of our clients. This commitment involves regular reviews and adjustments to strategies, continual market analysis, and consistent communication with our clients.

f. **Transparency and Communication:** We maintain an open line of communication with all clients about the potential outcomes and the steps we are taking to maximize their chances of success. Transparency is key in our interactions, and we provide detailed reports and analyses to ensure that clients understand both their progress and the factors influencing their career development.

2. UNDERSTANDING PERSONALIZED CLIENT EXPERIENCES

a. **Individualized Approach:** At JamMar Music, we recognize that each artist and client bring a unique set of ambitions, circumstances, and creative visions to the table. As such, our approach is highly personalized, crafted to align with the specific goals and backgrounds of each client. This bespoke strategy ensures that our services resonate more deeply with the individual needs and aspirations of our clients, fostering a more targeted and effective partnership.

b. **Customized Strategies:** We develop customized strategies that consider a myriad of factors including, but not limited to, the client's artistic style, market trends, past experiences, and long-term career objectives. Our team leverages its vast industry expertise to craft plans that are not only visionary but also pragmatic, aiming to navigate the complexities of the music and entertainment industries effectively.

c. **No Guarantees of Success:** While JamMar Music has a track record of successful client collaborations, it is crucial for potential and current clients to understand that past

successes do not guarantee future results. The entertainment industry is dynamic, and outcomes can be influenced by factors beyond our control, such as market saturation, changes in public taste, and the evolving digital landscape. Each client's path to success can vary significantly depending on these and other external variables.

d. **Varied Outcomes:** Due to the highly customized nature of our services, outcomes can vary widely even among clients with seemingly similar profiles. Success in the music and entertainment industry is influenced by timing, luck, public reception, and countless other unpredictable factors. JamMar Music makes every effort to adapt strategies and provide guidance based on the latest industry data and trends, but absolute success cannot be guaranteed under any circumstances.

e. **Informed Decision-Making:** We encourage all potential clients to discuss their specific expectations and concerns with us during initial consultations. This transparency allows us to set realistic goals and clarify the scope and limitations of our services. It also aids clients in making informed decisions about their investment in their artistic careers with full knowledge of the potential variability in outcomes.

f. **Continuous Support and Adjustment:** JamMar Music is committed to supporting its clients throughout their artistic journey. This includes ongoing assessments and adjustments to strategies as needed, based on performance metrics, client feedback, and changing industry conditions. Our goal is to remain flexible and responsive, ensuring that our approaches continue to align with our clients' evolving needs and circumstances.

3. COMPREHENSIVE DISCLAIMER OF WARRANTY

a. **No Warranties Provided:** The information available on the JamMar Music website, including all content, materials, and services, is provided for general informational and educational purposes only. It is offered on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JamMar Music EXPLICITLY DISCLAIMS ALL WARRANTIES OF ANY KIND.

b. **Accuracy and Completeness:** While JamMar Music strives to ensure that the information provided is current and accurate, we do not warrant the accuracy, completeness, or usefulness of any information presented on the website. The content may contain inaccuracies, errors, or omissions. Information on the website is frequently updated but may not reflect the most current legal or other developments. JamMar Music

disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the website, or by anyone who may be informed of any of its contents.

c. **Suitability and Reliability:** JamMar Music LLC makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, products, services, and related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk. JamMar Music WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING FROM YOUR RELIANCE ON ANY INFORMATION PRESENTED ON THE WEBSITE.

d. **Independent Verification:** We encourage all users to independently verify any information obtained from or through this website before acting upon it. In other words, the responsibility for checking the accuracy and completeness of content on this site rests solely with the user. JamMar Music does not warrant that the website, its servers, or e-mail sent from the website are free of viruses or other harmful components.

e. **Changes and Updates:** JamMar Music reserves the right to make changes or updates to the content of this website at any time without prior notice. The information provided at a particular point in time may not be current or accurate at the time it is accessed by a visitor and may not apply to your particular situation.

f. **Limitation on Claims:** You acknowledge and agree that the above warranties and disclaimers are an essential element of the agreement between the parties and that in their absence the terms and conditions of this agreement would be substantially different.

g. **Force Majeure:** JamMar Music shall not be liable for any failure to perform its obligations where such failure is a result of acts of nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, pandemic, epidemic, or any other circumstances beyond the reasonable control of JamMar Music.

4. INDEMNIFICATION OBLIGATIONS

As a user, you agree to indemnify, defend, and hold harmless JamMar Music, its affiliates, subsidiaries, licensors, licensees, officers, directors, employees, contractors, agents, representatives, successors, and assigns from any and all liabilities, damages, losses,

claims, suits, judgments, costs, and expenses (including reasonable attorneys' fees and litigation costs) arising from or in connection with:

- a. **Agreement Breach:** Any breach of terms or violation of the agreement on your part.
- b. **Negligence and Misconduct:** Any negligent, reckless, or wrongful act associated with your use of our services or website.
- c. **Physical Damages:** Any bodily injury, death, or property damage caused by your actions or omissions related to your use of our services or website.
- d. **Content Violations:** Any content you upload, post, transmit, or otherwise make available through the website that may infringe upon the intellectual property rights, privacy rights, publicity rights, or other rights of third parties.
- e. **Legal Compliance:** Your failure to comply with any applicable laws, regulations, or industry codes in connection with your use of the website or our services.
- f. **Third-Party Claims:** Any claims brought by third parties that arise from or are related to your use of the services or website.

This indemnification provision shall survive the termination of your relationship with JamMar Music.

5. LIMITATION OF LIABILITY

a. **Exclusion of Damages:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JamMar Music WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OUR SERVICES OR WEBSITE, including but not limited to lost profits, business interruption, loss of revenue, loss of business opportunity or anticipated savings, loss of goodwill, loss of reputation, loss of, damage to or corruption of data, or any other type of indirect, special, incidental, consequential, or punitive loss or damages, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, regardless of whether JamMar Music has been advised of the possibility of such damages.

b. **Cap on Liability:** IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF JamMar Music LLC FOR ALL CLAIMS RELATED TO OUR SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY YOU TO JamMar Music IN THE TWELVE

(12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR ONE HUNDRED DOLLARS (\$100.00), WHICHEVER IS LESS.

c. **Essential Basis of the Bargain:** You acknowledge and agree that JamMar Music has set its prices and entered into this Agreement with you in reliance upon the limitations of liability and disclaimers of warranties set forth herein, which allocate the risk between JamMar Music and you and form an essential basis of the bargain between the parties.

d. **Jurisdictional Limitations:** Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. In such cases, our liability will be limited to the maximum extent permitted by law.

6. INTELLECTUAL PROPERTY PROTECTIONS

a. **Ownership and Copyright:** All content displayed on the JamMar Music website, including but not limited to text, graphics, logos, images, photographs, audio clips, digital downloads, data compilations, and software, is the property of JamMar Music or its content suppliers and is protected by United States and international copyright laws. This protection extends to all formatting, icons, images, logos, and text, any compilations thereof, and other content provided on www.jammarmusic.com.

b. **Trademarks:** The company name, trademarks, logos, and service marks displayed on the website, including "JamMar Music," are registered and unregistered Trademarks of JamMar Music LLC. These and any other JamMar Music product or service names or slogans displayed on the website are trademarks of JamMar Music and may not be copied, imitated, or used, in whole or in part, without the prior written permission of JamMar Music. All other trademarks, registered trademarks, product names, and company names or logos mentioned on the website are the property of their respective owners. Reference to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by JamMar Music.

c. **License and Site Access:** JamMar Music grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with the express written consent of JamMar Music. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any

downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

d. Prohibited Uses: You may not use the JamMar Music website or its content for any purpose that is unlawful or prohibited by these terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of JamMar Music or others. Specifically, the website's content may not be used in any way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the website, or that could damage, disable, overburden, or impair the functioning of the website in any manner.

e. Copyright Complaints and Copyright Agent: JamMar Music respects the intellectual property of others and expects users of our website to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the site;
- 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;
- 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;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.

JamMar Music's Copyright Agent for notice of claims of copyright infringement can be reached at: support@jammarmusic.com.

7. RIGOROUS ENFORCEMENT AND COMPLIANCE

a. Proactive Intellectual Property Rights Protection: JamMar Music takes the protection of its intellectual property very seriously and employs a proactive approach to safeguarding these vital assets. Our strategy includes regular monitoring of the marketplace and digital platforms to ensure that our content, trademarks, and other proprietary materials are not being used unlawfully.

b. Legal Measures and Remedies: In cases where infringement is detected, JamMar Music will not hesitate to take decisive action to enforce its rights. This includes but is not limited to:

- **Cease and Desist Communications:** Initial steps will often involve sending cease and desist letters to the infringing parties. These communications are designed to inform violators of their unauthorized use and demand immediate cessation of such activities.
- **Injunctions:** If necessary, we will seek injunctive relief from courts to prevent further unauthorized use of our intellectual property. This legal remedy can help stop ongoing infringements and prevent future violations before they cause significant damage to our brand or revenue.
- **Damages:** For infringements that result in financial loss or significant harm to our brand, JamMar Music will pursue claims for monetary damages. This involves quantifying the economic impact of the infringement and seeking compensation through legal channels.
- **Statutory Damages:** In certain jurisdictions, statutory damages may be available, which can provide a predetermined compensation amount per infringement without the need to demonstrate actual financial loss.

c. Criminal Prosecution: Where applicable, especially in cases of willful and egregious infringement, JamMar Music may also pursue criminal prosecution against the offenders. Intellectual property theft is not merely a civil issue; significant cases can lead to criminal charges, which underscore the seriousness with which we view the protection of our intellectual assets.

d. Collaboration with Law Enforcement and Legal Authorities: JamMar Music collaborates with various law enforcement agencies and legal authorities to ensure that violations of its intellectual property rights are addressed promptly and effectively. This includes providing evidence and supporting investigations to facilitate the enforcement of intellectual property laws.

e. Ongoing Legal Education and Training: To ensure that our team is equipped to handle intellectual property issues, JamMar Music invests in ongoing legal education and training for its staff. This helps maintain a high level of awareness and preparedness to deal with potential infringements efficiently.

f. Commitment to Legal Compliance: JamMar Music is committed not only to defending its rights but also to complying with all applicable intellectual property laws and

regulations. This commitment underpins our approach to enforcement and compliance, ensuring that our actions are always in line with legal standards and best practices.

8. GOVERNING LAW AND DISPUTE RESOLUTION

a. **Governing Law:** This disclaimer and all matters arising out of or relating to your use of the website shall be governed by and construed in accordance with the laws of the State of Wyoming, United States, without giving effect to any choice or conflict of law provision or rule.

b. **Arbitration Agreement & Waiver of Certain Rights:** You agree that by entering into this agreement, you and JamMar Music are each waiving the right to trial by jury or to participate in a class action, class arbitration, or representative action of any kind. Instead, all claims and disputes arising under or relating to this disclaimer or your use of the website will be resolved through confidential binding arbitration held in Laramie County, Wyoming.

c. **Arbitration Procedures:** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules applicable to consumer disputes, or according to other mutually agreed upon rules. The AAA's Consumer Arbitration Rules are available online at www.adr.org. Arbitration allows for more limited discovery than in court, and the arbitrator's decision is final and binding and not subject to appeal except in very limited circumstances under the Federal Arbitration Act.

d. **Arbitration Fees:** The payment of all filing, administration, and arbitrator fees will be governed by AAA's rules, unless otherwise stated in this agreement. Each party will be responsible for all other fees it incurs in connection with the arbitration, including but not limited to attorneys' fees and expenses.

e. **Opt-Out of Arbitration:** You can choose to opt-out of this arbitration agreement by emailing: support@jammarmusic.com within 30 days after first accepting these terms and stating your decision to opt-out of arbitration. Opting out of arbitration will not affect any other terms of this agreement.

f. **Limitations Period:** YOU MUST BRING ANY CLAIM AGAINST JamMar Music WITHIN ONE (1) YEAR OF THE DATE SUCH CLAIM AROSE. OTHERWISE, YOUR CLAIM IS PERMANENTLY BARRED, which means that you and JamMar Music will not have the right to assert the claim.

g. **Small Claims Court:** Notwithstanding the foregoing, either party may bring an individual action in small claims court.

h. **Injunctive Relief:** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this arbitration agreement.

i. **Assignment:** JamMar Music may assign or transfer these terms, in whole or in part, without restriction. You may not assign or transfer your rights under this disclaimer without the prior written consent of JamMar Music.

j. **Survival:** The provisions regarding limitation of liability, indemnification, intellectual property protection, governing law, and dispute resolution shall survive the termination of this disclaimer or your use of the website.

9. RELIANCE ON INFORMATION

We advise users to exercise caution and undertake their own due diligence before relying on the information provided on our website. For significant decisions impacting financial or legal positions, consultation with a professional advisor is recommended. UNDER NO CIRCUMSTANCES SHOULD THE INFORMATION PROVIDED ON THIS WEBSITE BE CONSIDERED LEGAL, FINANCIAL, OR PROFESSIONAL ADVICE.

10. REFERENCE TO RELATED DOCUMENTS

Our Terms of Service and Privacy Policy provide a more comprehensive outline of the legal and practical aspects of interacting with our website and services. These documents are incorporated by reference into this disclaimer and should be read in conjunction with it.

11. RIGHT TO MODIFY DISCLAIMER

We reserve the right to modify this disclaimer at any time without prior notification. It is your responsibility to regularly review this page to stay informed of any updates or changes. The effectiveness of these changes is immediate upon their posting on the website. Your continued use of the website following any changes constitutes your acceptance of such changes.

12. ACCEPTANCE OF TERMS

By using the JamMar Music website, you signify your acceptance of this disclaimer. If you do not agree to this disclaimer, **YOU MUST NOT ACCESS OR USE THE WEBSITE**. If you have any concerns or require clarification on any points, please contact our support team at the contact details provided.

13. UPDATING OF INFORMATION

It is your responsibility to ensure that any personal information you provide us with remains current and accurate. Should your personal details change during your relationship with JamMar Music, please inform us promptly to ensure effective communication.

14. SEVERABILITY

If any provision of this disclaimer is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render this disclaimer unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

15. ENTIRE AGREEMENT

This disclaimer, together with our Terms of Service and Privacy Policy, constitutes the entire agreement between you and JamMar Music regarding your use of the website and supersedes all prior and contemporaneous written or oral agreements between you and JamMar Music.

16. TERMINATION

JamMar Music reserves the right, in its sole discretion, to terminate your access to all or part of the website, with or without notice and for any reason whatsoever.

17. WAIVER

The failure of JamMar Music to exercise or enforce any right or provision of this disclaimer shall not constitute a waiver of such right or provision.

18. THIRD PARTY WEBSITES

Our website may contain links to third-party websites. These links are provided solely as a convenience to you and not as an endorsement by JamMar Music of the contents on such third-party websites. JamMar Music is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party websites. If you decide to access linked third-party websites, you do so at your own risk.

19. ELECTRONIC COMMUNICATIONS

When you visit our website or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on our website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

20. DMCA COMPLIANCE

JamMar Music respects the intellectual property rights of others and complies with the Digital Millennium Copyright Act ("DMCA"). If you believe that material available on our website infringes your copyright, you (or your agent) may send us a written notification requesting that we remove the material or block access to it. The notification must include:

a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; b. Identification of the copyrighted work claimed to have been infringed; c. Identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material; d. Your contact information, including your address, telephone number, and email address; e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and f. A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

DMCA notifications should be sent to:

DMCA Agent JamMar Music at Email: support@jammarmusic.com

We will promptly terminate without notice the accounts of users that we determine to be "repeat infringers."

21. INTERNATIONAL USERS

This website is controlled, operated, and administered by JamMar Music from its offices within the United States of America. JamMar Music makes no representation that materials on this website are appropriate or available for use at other locations outside the United States. If you access this website from a location outside the United States, you are responsible for compliance with all local laws. You agree not to use the JamMar Music website to export materials in violation of U.S. export laws and regulations.

22. CONFLICTING TERMS

In the event of a conflict between this disclaimer and any other agreement or policy, the terms of this disclaimer shall prevail as it relates to the use of the website. However, the Terms of Service shall prevail as it relates to services provided by JamMar Music, and the Privacy Policy shall prevail in matters relating to data privacy and information collection.

23. ACCESSIBILITY

JamMar Music is committed to making its website accessible to all users and is continually improving the user experience for everyone. While we strive to adhere to the accepted guidelines and standards for accessibility and usability, we cannot guarantee that our website will meet all requirements for all users. We make no representations or warranties regarding the accessibility of this website for all disabled users.

Last Updated: This Website Disclaimer was last updated on April 9, 2025. Changes to this policy are effective as soon as they are posted on this page.