

# JAMMAR MUSIC LLC TERMS OF SERVICE

Last Updated April 9, 2025

## INTRODUCTION

Welcome to JamMar Music. These Terms of Service ("Terms") govern your access to and use of the services, website, and applications offered by JamMar Music ("we," "our," or "us"), including [www.jammarmusic.com](http://www.jammarmusic.com) (collectively, the "Services").

By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. Please read these Terms carefully before using our Services.

## 1. SERVICES DESCRIPTION

a. **Industry Expertise:** JamMar Music provides a range of services to artists, musicians, producers, and other professionals in the music and entertainment industry. Our Services may include, but are not limited to, artist development, marketing, promotion, management consultation, distribution strategy, and networking opportunities.

b. **Client-Specific Services:** The specific Services to be provided to each client will be outlined in a separate Client Agreement, which shall be incorporated by reference into these Terms. In the event of any conflict between these Terms and a Client Agreement, the Client Agreement shall control with respect to the specific Services described therein.

c. **Service Modifications:** JamMar Music reserves the right to modify or discontinue, temporarily or permanently, any part of the Services with or without notice. We shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services.

## 2. ELIGIBILITY AND ACCOUNT CREATION

a. **Eligibility:** You must be at least 18 years old to use our Services. By agreeing to these Terms, you represent and warrant that you are at least 18 years old.

b. **Account Creation:** Some of our Services may require you to create an account. When you create an account, you agree to provide accurate, current, and complete information. You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

c. **Account Security:** You agree to (i) notify JamMar Music immediately of any unauthorized use of your account or any other breach of security, and (ii) ensure that you exit from your account at the end of each session. JamMar Music will not be liable for any loss or damage arising from your failure to comply with this section.

### 3. CLIENT OBLIGATIONS

a. **Accurate Information:** You agree to provide accurate, current, and complete information about yourself as requested in any registration forms, client questionnaires, or other communications with JamMar Music.

b. **Cooperation:** You agree to cooperate with JamMar Music by making yourself reasonably available for meetings, interviews, events, and other activities as necessary for us to provide the Services.

c. **Compliance with Agreements:** You agree to comply with all terms and conditions of any Client Agreement between you and JamMar Music, as well as these Terms.

d. **Content Provision:** If applicable, you agree to provide content (such as music, images, videos, biographical information, etc.) necessary for JamMar Music to perform the Services in a timely manner and in the formats requested.

e. **Third-Party Services:** You acknowledge that certain Services may require the use of third-party services (such as music distribution platforms, social media platforms, etc.), and you agree to comply with the terms and conditions of such third-party services.

### 4. FEES AND PAYMENT

a. **Service Fees:** The fees for our Services will be outlined in the Client Agreement between you and JamMar Music. All fees are stated in U.S. dollars and are exclusive of any applicable taxes unless otherwise stated.

b. **Payment Terms:** Payment for Services shall be made as specified in the Client Agreement. Unless otherwise specified, all invoices are due upon receipt.

c. **Late Payments:** If payment is not received by the due date, a late fee may be charged as specified in the Client Agreement. In addition, JamMar Music reserves the right to suspend Services until payment is received.

d. **Refund Policy:** Refunds, if applicable, will be handled as specified in the Client Agreement. Unless otherwise stated, all fees are non-refundable.

e. **Payment Processing:** JamMar Music may use third-party payment processors to facilitate payment for Services. You agree to comply with the terms and conditions of such payment processors.

## 5. TERM AND TERMINATION

a. **Term:** These Terms shall remain in effect for as long as you use the Services or until terminated as provided herein.

b. **Termination by You:** You may terminate your use of the Services at any time by providing written notice to JamMar Music. If you have a Client Agreement in effect, termination shall be governed by the terms of that agreement.

c. **Termination by JamMar Music LLC:** JamMar Music reserves the right to terminate your access to the Services at any time, with or without cause, with or without notice. Without limiting the foregoing, JamMar Music may terminate your access to the Services for violations of these Terms or any Client Agreement.

d. **Effect of Termination:** Upon termination, your right to use the Services will immediately cease. Any provisions of these Terms that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

e. **Outstanding Fees:** Termination does not relieve you of the obligation to pay any fees or other charges accrued or payable to JamMar Music prior to termination.

## 6. INTELLECTUAL PROPERTY RIGHTS

a. **JamMar Music IP:** The Services, including all content, features, and functionality, are owned by JamMar Music, its licensors, or other providers and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual

property or proprietary rights laws. These Terms do not grant you any rights to use the JamMar Music name, logos, or other trademarks.

b. **Your Content:** You retain all rights in any content you provide to JamMar Music in connection with the Services ("Your Content"). You grant JamMar Music a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, distribute, and display Your Content solely for the purpose of providing the Services to you.

c. **Representations and Warranties:** You represent and warrant that (i) you own or have the necessary licenses, rights, consents, and permissions to grant the rights and licenses granted herein to Your Content, and (ii) Your Content does not violate the rights of any third party.

d. **Feedback:** If you provide JamMar Music LLC with any feedback, suggestions, or ideas regarding the Services ("Feedback"), you grant JamMar Music a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, distribute, and display such Feedback for any purpose, without compensation to you.

## 7. USER CONTENT

a. **Responsibility:** You are solely responsible for any content you post, upload, transmit, or otherwise make available through the Services, including comments, messages, or other communications ("User Content").

b. **No Obligation to Monitor:** JamMar Music has no obligation to monitor User Content, but reserves the right to review, remove, or modify User Content at any time, for any reason, without notice.

c. **Prohibited Content:** You agree not to post, upload, transmit, or otherwise make available any User Content that:

- Is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or invasive of another's privacy;
- Infringes any patent, trademark, trade secret, copyright, or other intellectual property right of any party;
- Contains software viruses or any other computer code designed to damage or interfere with the Services;
- Impersonates any person or entity or falsely states or misrepresents your affiliation with a person or entity;

- Contains unsolicited or unauthorized advertising, promotional materials, spam, or any other form of solicitation.

d. **License to JamMar Music:** By posting User Content, you grant JamMar Music a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, distribute, and display such User Content in connection with the Services and JamMar Music's business.

## 8. CONFIDENTIALITY

a. **Definition:** "Confidential Information" means any non-public information disclosed by either party to the other, whether orally, in writing, or by other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

b. **Obligations:** Each party agrees to (i) use the Confidential Information solely for the purpose of performing its obligations under these Terms or any Client Agreement, (ii) protect the Confidential Information using the same degree of care that it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care, and (iii) not disclose the Confidential Information to any third party except as necessary to perform its obligations under these Terms or any Client Agreement, and provided that the third party is bound by confidentiality obligations no less protective than those herein.

c. **Exclusions:** Confidential Information does not include information that (i) is or becomes publicly available through no fault of the receiving party, (ii) was in the receiving party's possession before receipt from the disclosing party, (iii) is rightfully received by the receiving party from a third party without a duty of confidentiality, or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information.

d. **Required Disclosure:** If the receiving party is required by law to disclose Confidential Information, it shall, to the extent permitted by law, provide the disclosing party with prompt notice and cooperate with the disclosing party's efforts to obtain a protective order or similar protection.

e. **Return of Materials:** Upon termination of these Terms or any Client Agreement, or upon the disclosing party's request, the receiving party shall return or destroy all Confidential Information in its possession.

## 9. DISCLAIMERS AND LIMITATIONS

a. **Service Disclaimer:** THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. JAMMAR MUSIC LLC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

b. **Results Disclaimer:** JAMMAR MUSIC MAKES NO GUARANTEES REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES. THE MUSIC AND ENTERTAINMENT INDUSTRIES ARE HIGHLY COMPETITIVE AND UNPREDICTABLE, AND SUCCESS DEPENDS ON MANY FACTORS BEYOND JAMMAR MUSIC LLC'S CONTROL.

c. **Limitation of Liability:** IN NO EVENT SHALL JAMMAR MUSIC, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT JAMMAR MUSIC LLC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. **Cap on Liability:** IN NO EVENT SHALL JAMMAR MUSIC'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT PAID BY YOU TO JAMMAR MUSIC LLC DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, OR ONE HUNDRED DOLLARS (\$100.00), WHICHEVER IS GREATER.

e. **Essential Basis:** The limitations of liability set forth above are fundamental elements of the basis of the bargain between JamMar Music and you. The Services would not be provided without such limitations.

## 10. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless JamMar Music, its officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services; (ii) your violation of any term of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that Your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of the Services.

## 11. GOVERNING LAW AND DISPUTE RESOLUTION

a. **Governing Law:** These Terms shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict of law provisions.

b. **Dispute Resolution:** Any dispute arising out of or relating to these Terms or the Services shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in Laramie County, Wyoming, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

c. **Exception:** Notwithstanding the foregoing, JamMar Music may seek injunctive or other equitable relief to protect its intellectual property rights or to prevent irreparable harm in any court of competent jurisdiction.

d. **Class Action Waiver:** Any arbitration shall be limited to the dispute between JamMar Music and you individually. To the full extent permitted by law, (i) no arbitration shall be joined with any other proceeding; (ii) there is no right or authority for any dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (iii) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

e. **Limitation Period:** Any claim or cause of action arising out of or related to these Terms, or the Services must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## 12. MISCELLANEOUS

a. **Entire Agreement:** These Terms, together with any Client Agreement, constitute the entire agreement between you and JamMar Music regarding the Services, and supersede all prior or contemporaneous communications, whether electronic, oral, or written, between you and JamMar Music regarding the Services.

b. **Severability:** If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

c. **Waiver:** JamMar Music's failure to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

d. **Assignment:** These Terms are personal to you, and you may not assign, transfer, or sublicense your rights or obligations under these Terms without JamMar Music's prior written consent. JamMar Music may assign, transfer, or delegate any of its rights and obligations under these Terms without consent.

e. **Force Majeure:** JamMar Music will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

f. **Contact Information:** If you have any questions about these Terms, please contact us at [support@jammarmusic.com](mailto:support@jammarmusic.com).

## 13. CHANGES TO TERMS

JamMar Music reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new



terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Services after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Services.

## **14. CHILDREN'S PRIVACY**

The Services are not directed to children under the age of 13, and JamMar Music does not knowingly collect personal information from children under the age of 13. If you are under 13 years of age, please do not use or access the Services at any time or in any manner. If JamMar Music learns that personal information has been collected from a person under 13 years of age, JamMar Music will take steps to delete such information as soon as possible.

## **15. ELECTRONIC COMMUNICATIONS**

When you use the Services or send emails to JamMar Music, 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 the Services. 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.

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