

The terms and conditions in this Agreement represent the terms and conditions on which the Company may agree to distribute audio and video content on your behalf. Content. By registering with the Company and accessing our services you are entering into a legally binding agreement with the Company, and you acknowledge that you agree with our terms and conditions. This is a legal agreement between “You” and Big Top Entertainment L.L.C., 1312 17th St. Denver, Colorado 80202.

Please read these terms and conditions, and the Privacy Policy carefully as they affect your rights and liabilities under the law. You also acknowledge and agree that you are at least eighteen (18) years old and have the power to enter a binding contract with the Company and not be prevented from doing so under any applicable law. If you do not agree to these terms and conditions, do not register with our Company. If you have questions regarding our terms and conditions or privacy policy, please contact connect@btopent.com.

Definitions:

“**Agreements**” means collectively this Agreement, the Privacy Policy, and any relevant supplemental agreement related to the distribution of your audio or video content.

“**Commission**” is the percentage the User pays the Company based on subscription level.

“**Company**” means Big Top Entertainment L.L.C.

“**Content**” means any audio or video content submitted to Big Top Entertainment L.L.C for our services.

“**Agreement**” means this agreement and any future amendments.

“**Service**” means the distribution service that Big Top Entertainment L.L.C. provides by this Agreement's terms and conditions.

“**Term**” commences on the date you register with our Company and choose a subscription to access our services and will automatically extend and renew every year unless you provide Company at least thirty (30) days written notice to terminate any point.

“**User**” or “**You**” means the individual or legal entity registering with our Company and accessing our services. You must be at least eighteen (18) years or older. (“Traduction de "least Eighteen (18" en français - Reverso”)

“**Royalty**” is Revenue received by the Company, less the appropriate commission, less any applicable tax, refunds, credits, or other fees.

“**Fraudulent Activity**” means that the User participates in any fraudulent or illegal behavior, or that there is a breach of this Agreement or violation of delivered content by using streaming bots or systems, which is prohibited.

“**Intermediary**” means a third-party aggregator used by Company and Company is under no obligation to identify the aggregator.

“Metadata” means the content information and metadata related to the audio or video file. This information is used to load the file.

“Content” means all content submitted by you in your sole discretion to Company.

“Related Material” means and all likeness, artwork, intellectual property submitted to the Company.

“Revenue” means any actual revenue received by the Company on behalf of the exploitation of your content.

“Rights Holders” means any copyright owners, including publishers and master rights owners, and all other persons or entities whose performance is embodied in the content.

“Stores” or **“Digital Service Provider”** means any, now known or future, Digital Service Providers and any similar digital platforms used e.g., downloading, interactive and non-interactive streaming, cloud services, and streaming-on-demand or for similar means.

“Territory” means the world or specified applicable territory.

“Third Party Services” means third-party service providers and/or other external stakeholders of Big Top Entertainment L.L.C.

Grant of Rights

The rights granted in this Agreement include, but are not limited to, the sale of Content, permanent digital downloads, temporary digital downloads, interactive streaming, non-interactive streaming, cloud services, and streaming-on-demand services. The grant of rights does not constitute a transfer of ownership of the Content.

By using our services, you grant the following rights to the Company, during the Term and throughout the Territory.

1. The necessary consents and rights to distribute, publicly perform, exhibit, broadcast, make copies, sell, transmit and make your Content available on the Internet, by way of digital distribution and/or transmission online, and by way of mobile application, and without limitation, on all Stores.
2. The right to license Content as those are delivered by or on behalf of you to Company; and the right to sell, make sales promotion clips of, copy and otherwise, to the extent necessary under this Agreement, make use of and alter the Content and Metadata and Related Material, by all means, and media, of which you submit to the Company, through any Stores now available and operational, and also the right to sublicense or otherwise make such rights available for the Intermediary and/or Stores;
3. The right to reproduce and use the Related Material approved by you, or otherwise created, for use in connection with this Agreement and connection, to the reasonable extent, with the Company’s commercial and promotional purposes.

4. The right to collect, administer, and distribute royalties to, and on behalf of, you in connection with the Content.
5. The right of the Company and/or the Intermediary to perform Metadata corrections when necessary.
6. The right to authorize third-party partners and/or licensees, which offer services permitting the creation, use, and exploitation of so-called “remixes” of your Content and so-called “user-generated content” embodying your Content. (“Amuse | Terms of Use”)
7. The right to provide ISRC and UPCs if not provided by you.
8. The right to digitize and encode the Content and Related Materials into digital files (including any related processes, such as fingerprinting), to make any necessary modifications to the Content and Related Materials in connection with such digitization and encoding, and to store and manage such files.
9. The right to do or choose not to do any of the foregoing without further payment to you or permission from you, except as explicitly stated in this Distribution Agreement; and the right to withhold any monthly royalties that do not exceed Ten dollars, \$10.00.

The above does not constitute a transfer or other conveyance of ownership rights from you to the Company concerning the copyrights, trademarks, service marks, or other intellectual property embodied in the Content or Related Material. You shall retain copyright ownership of all Content and Related Materials and expressly reserve all rights in and to the Content and Related Material, subject to the rights granted to Company under the Agreements. The Company exercises the rights granted to it as a principal and not as an agent.

Company’s Intellectual Property

The Service, including but not limited to, all related technology, data, tools, and design is the property of the Company and its subsidiaries, or its licensors and/or the Intermediary. The Company grants you a limited, non-exclusive, revocable license to access and use our services according to this agreement.

The Company trademarks, service marks, trade names, logos, domain names, and any other features of the Company brand are the sole property of the Company and its subsidiaries according to the Terms of Service. For the avoidance of doubt, the Agreement does not grant you the right to use the Company trademarks whether for commercial or non-commercial use.

Digital Service Providers

The Company uses an Intermediary in connection with providing our Services and is not a party to the agreements or transactions made between Stores and the Intermediary. The Intermediary has entered into agreements with different Stores to distribute your Content and you may choose what stores you want to deliver to.

For the abovementioned reasons, the Company cannot guarantee the sale and/or exploitation of the Content in any Store. The Company assumes no liability if your Content is not made available in a particular Store or in any way taken down by the Stores. The Company assumes no liability for any interruptions, delays, errors, or any suspensions of access, reports, or pay-outs, in the Stores, neither in whole nor in part.

Please note, that each Store determines the delivery time for the distribution of your Content. The Company does not assume liability for the delivery times of the Stores.

Delivery

Delivery to the Company and uploading of the Content, required a completed and approved Metadata Form, and Related Material (collectively, "**Delivery of Materials**") shall be made by the following delivery rules:

1. You must first fill out and return the New Organization form before any Content can be loaded.
2. All Content will be required to have a Universal Product Code ("**UPC**") and an International Standard Recording Code ("**ISRC**"). In the event you have your own ISRC and/or UPC, you shall have the option to apply your code(s) when uploading your Content. In any other event, Company shall provide a specific and unique code to your Content when uploaded on our Service.
3. You shall be responsible for determining the necessity of any advisory warning status applicable to the Content, including but not limited to the need for a parent advisory status.
4. Content shall be set at a default price unless otherwise directed. If you choose to specify a price other than that which is set by default in our Service, you must do so in connection with the Delivery of Materials.
5. The Delivery of Materials should be made no less than ten (21) business days before your release date, or any other timeframe given by the Company.
6. Any Content, Metadata, or Related Material shall not include any content that is threatening, fraudulent, abusive, offensive, discriminating, defamatory, explicit, or obscene, promotes hate, constitutes hate speech, incites violence, invades the privacy of any third party or is otherwise objectionable to the Company's, the Intermediaries, or any Digital Service Provider discretion.
7. Any Content, Metadata, or Related Material shall not misrepresent the source, identity, or content of information.

8. Any Content, Metadata, or Related Material shall not impersonate, falsely indicate, or misrepresent an affiliation with any person or entity.
9. Any Content, Metadata, or Related Material shall not falsely indicate or misrepresent your identity in a way which would be infringing upon any third-party person's rights; and
10. Any Content shall not comprise generic music such as rain or forest sounds, covers of classical music, podcasts, audiobooks or radio shows, parodies, or tributes.

In addition, you shall be solely responsible for securing necessary rights for any Content submitted under this Agreement and making all payments that may be required by contract, law, or otherwise, due in connection with the foregoing. You are responsible for all Delivery of Materials costs, and for the creation and clearance of the Content, Metadata, and Related Material.

Upon the Company's request, you will promptly provide the Company with copies of any producer and side-artist agreements, mixer agreements, co-writer agreements, audio "samples," "loops" or other snippets licenses, label waivers any other agreement with Rights Holders, and any such other things and information as the Company may request, including the identity of, and contact information for Rights Holders, to ensure compliance with this Agreement.

The Company is responsible for storage costs and audio encoding costs in connection with the Content.

The Company is not obliged to distribute Content delivered by you (including but not limited to if a Recording, related Metadata, or Related Material is technically unsatisfactory or inappropriate in any way) but Company will promptly notify you of any decision not to distribute, in which case all Granted Rights in connection with the respective Recording will revert to you on the notification.

Company's Commission and Distribution Royalty

The company shall be entitled to retain a Commission based on the subscription level you register and pay for.

1. Gold subscriptions are 0.00, with a 15% royalty split. You receive 85%, and the Company receives 15%.
2. Gold + subscription is \$49, with a 10% royalty split. You receive 90%, and the Company receives 10%.
3. Platinum subscription is \$99, with a 2% royalty split. You receive 98%, and the Company receives 2%.
4. Diamond subscription is \$199, with a 5% royalty split. You receive 95%, and the Company receives 5%.

You will be entitled to the Royalty of revenue received by the Intermediary as agreed in each agreement the Intermediary has entered with the Stores, and subject to all terms and conditions of this Agreement. Any rates relating to the accumulation of Royalties are determined by the Intermediary and the Stores, at their sole discretion.

Sometimes activities like refunds can make the User's account balance negative. If the User's balance becomes negative, the Company may recover those funds from future payments.

Accounting

Company will account to and pay Royalties every month, within sixty (60) days after the end of each calendar month, or sixty (60) days from the date on which the Company receives or is credited with Revenue in connection with the Content, whichever is later.

The Intermediary reports Revenue relating to your Content to the Company. Each Store has its timeline delay for reporting Revenue relating to your Content. Due to the reporting delay, you will not receive any Royalties during your first month(s) until the Company has received the first reports from the Intermediary on the Revenue. You agree that you will not receive any interest or other earnings on your Royalties.

The company's accounting statements shall be based solely upon information provided by Stores or Intermediaries. No Royalty shall be payable to you until the respective Revenue payment has been received by the Company or credited to its account. The Company assumes no liability for any interruptions, delays, errors, or any suspensions of reports or payouts.

Currently, the only method to receive payment is PayPal or Zelle. You must hold a PayPal or Zelle account to be able to receive your earned Royalties. The Company reserves the right to add and change payment methods. It is your responsibility to notify the Company of any changes to your payment information. If you do not have a valid method of payment on file, the Company reserves the right to withhold a payout until such time that a valid payment method has been submitted.

The company shall make all payments to you in USD and to the PayPal or Zelle account provided by you via the Service. If the amount due is less than one-hundred dollars USD (\$100), such amount will not be paid and will be carried forward to the end of the accounting period in which aggregate amounts due to you are one hundred USD (\$100) or more, unless your access or use to our Service is terminated or canceled, in which case the payment will be made provided that the amount due is twenty-five dollars USD (\$25) or more. Please note that the Company reserves the right to, without prior notice, suspend or terminate the User's account and/or access to the Service, and/or withhold any Royalties and respective pay-outs, and/or take down Content, should the Company, the Intermediate or any relevant Store suspect or detect, in their absolute discretion, that the User is involved in Fraudulent Activity. In the event of withholding pay-outs relating to suspected or detected Fraudulent Activity, any amounts due to the User for any Fraudulent Activity or otherwise unauthorized use of the Service may be recouped by withholding such amounts from future Royalty payments due to the User and to the extent, any Fraudulent Activity is determined to be caused by the User's actions, any costs incurred by the Company, the Intermediate, the Company's licensees, authorized third parties and/or affiliates (including legal fees and expenses) in connection therewith may, in addition to other remedies, be deducted by the Company from any future Royalty payments due to the User.

The User is responsible for any payment fees or related charges for the payment of any Royalties. You shall be responsible for reporting and paying any applicable taxes according to the applicable tax laws. The Company does not oversee tax payments on behalf of the Users.

You may at your sole cost audit Company's books and records solely to the extent that they relate to the exploitation of Content under this Agreement on giving Company reasonable advance written notice, in any event no more than once per annum. If any such audit reveals an underpayment that is accepted by the Company, the Company will promptly pay such underpayment to you within thirty days (30). Any object to any accounting statement or lawsuit arising therefrom must be made (and any lawsuit commenced) no later than six months after the date the accounting statement is rendered. Notwithstanding anything to the contrary contained herein, if no Royalties are due to you, Company shall have no obligations to provide a statement indicating that no payment is due.

Should a Store or Intermediary report the wrong amount, however great, of Royalties that you have earned, the Company reserves the right to retroactively amend this. The Company assumes no liability regarding reports from the Intermediary or the Stores.

Third-Party Services

Service may contain Third-Party Material. All Third-Party Materials are subject to copyright, trademark, and other intellectual property rights of the respective Third-Party Services, who retain all rights therein. Third Party Materials are subject to their license terms and are licensed for sole use on the FAIM Services. To the extent you wish to use any Third-Party Material outside the FAIM Services, you are responsible for procuring any necessary rights for such use from the respective Third-Party Service. The Company does not assume any liability regarding the exploitation of Third-Party Material, whether such Third-Party Material is linked to or integrated into our Services.

Third-Party Services may have their terms and conditions and privacy policies, and your use of these Third-Party Services will be governed by and subject to such terms and conditions and privacy policies. The Company is not in control of such terms and conditions and privacy policies, and the Company will not have any liability arising from terms and conditions and privacy policies governing the rights and/or obligations between you and any Third-Party Service, even when such terms and conditions and privacy policies are available on or accessed via our Services. Please read all applicable legal documentation carefully before starting to use or continuing using Third Party Services, whether on or outside Service.

Service may contain links to independent third-party websites. Any links are provided solely for your convenience, and the Company does not control or endorse any of them. The Company shall not be responsible for the content, promotions, security, tracking policies, or privacy policies of any linked websites.

Representations and Warranties

You warrant, represent, and agree:

1. The User will not distribute, transmit or store any such Content, Metadata, Related Material, or other files or material that might infringe copyrighted works.
2. The User is not under any disability, restriction, or prohibition to enter into the Agreements and grant the rights under the Agreements.
3. The User is responsible for all the Content and other materials and information uploaded through our Services.

4. The User is the owner or legally represents the owner(s) of the Content and the materials and that you possess the full right and authority to enter into, perform all of your obligations under, and grant the rights granted by the Agreements, provided that if you are entering the Agreements on behalf of a group of individuals or a registered organization, you agree to the Agreements on behalf of that group of individuals or registered organization and you warrant that you have authority to grant all Granted Rights and bind that group of individuals or registered organization and its parents, subsidiaries and sister companies (where applicable) to the Agreements, and that you agree to the Agreements on the entity's behalf;
5. The User will comply with all the other provisions of the Agreements, always during your use of our Service.
6. The User has not entered into any agreement which may conflict with the Agreements.
7. The User has obtained all applicable and relevant consents and rights from any Rights Holders.
8. The User in the case of a cover (a version of a song and/or lyric for which you are not the author or owner) has obtained all relevant consents for such use and can present this consent to the Company.
9. The User has a valid and enforceable agreement with and has secured all necessary consents, clearances, and rights from, all third parties whose rights, work, performances, or services are embodied in any Content or Related Material (including all Rights Holders or artists, producers, (re)mixers, session musicians and rights holders of any audio "samples", "loops" or similar snippets embodied in any Recording) to allow you to grant the Granted Rights by this Agreement;
10. The Content does not contain any audio" samples", " loops" or similar snippets which have not been cleared or else infringe upon the right of any person or a third party.
11. The User shall not promote violation of a third party's intellectual property rights.
12. The User shall not commit any act which might damage the reputation of the Company or might inhibit, restrict, or interfere with the exploitations of the Content.
13. The Company exercises the Rights and use of the Content and Related Material as per this Agreement and will not violate or infringe upon the rights of any third party, any laws, statutes, rules or regulations, or any other copyrights, trademarks, trade secrets, or other proprietary rights, intellectual property rights, or contracts, that you are aware of or should be aware of.
14. The User agrees that the Content, Metadata, or Related Material contains any threatening, fraudulent, abusive, offensive, libelous, defamatory, tortious, profane, nudity (including, without limitation, any materials which are pornographic or erotica) or obscene, promote hate, constitute hate speech, incite violence, invade the privacy of any third party, is otherwise objectionable or may expose Company to a civil or criminal proceeding.

15. The User agrees on the Content, Metadata, or Related Material contains impersonating, or falsely indicating or misrepresenting an affiliation with, any person or entity, or indicating or misrepresenting your identity in a way that would be infringing upon any third-party person's rights.
16. All Metadata, Related Material, and similar information supplied by you are complete and accurate in all respects
17. The Company shall have the right to provide information relative to the exploitation of the Content hereunder to third parties, to aggregate such information into charts and other comparative informational materials, and to disseminate such findings in any manner.
18. The User will not assert any "moral rights" arising in connection with this Agreement against Company, the Intermediate, or the licensees or agents authorized by Company.
19. That the User is at least eighteen (18) years of age as of the date of accessing and using our Service.
20. The User shall not in any way use our Services for any unlawful purpose, nor in any way that is or have the purpose of being unlawful, infringing, or fraudulent, nor for the purpose to harm or attempt to harm any other person in any way.
21. The User shall not attempt to use another person's account and/or access another person's payment data through our Services or use another person's payment information when using our Services without the consent of that other person.
22. The User shall not provide your password to any other person or use any other person's username and password.
23. The User shall not distribute, alter, modify, sell, rent, sublicense, or lease any part or parts of our Services, or circumvent any technology used by the Company, the Intermediate, or the Company's licensors about the Service or any content thereof.
24. The User shall not "crawl" the Service or otherwise use any automated means (including bots, scrapers, and spiders) to collect information from the Company, the Intermediary, or the Service; and
25. The User shall not include or introduce any malicious content such as malware, worms, trojan horses, spyware, cancelbots, or other viruses and malicious codes.

You hereby agree that the Company may, without prior notice, suspend or terminate the User's account and/or access to the Service, and/or withhold any Royalties and respective payments, and/or take down Content, should the Company, the Intermediate or any relevant Store suspect or detect, in their absolute discretion, that the User is involved in Fraudulent Activity. In the event of withholding pay-outs relating to suspected or detected Fraudulent Activity, any amounts due to the User for any Fraudulent Activity or otherwise unauthorized use of our Services may be recouped by withholding such amounts from future Royalty payments due to the User and to the extent, any Fraudulent Activity is determined to be caused by the User's actions, any costs incurred by the Company, the Intermediate, the Company's licensees, authorized third parties and/or affiliates (including legal fees and expenses) in connection therewith may,

in addition to other remedies, be deducted by the Company from any future Royalty payments due to the User.

You agree that you are solely responsible for (and that the Company has no responsibility to you or any third party for) any breach of your obligations under the Agreements and for the consequences (including any loss or damage which the Company may suffer) of any such breach. (“Terms of Use - Wakdev”)

Indemnification

To the fullest extent permitted by applicable laws, you agree to indemnify and hold the Company, the Intermediary, the Company’s licensees, authorized third parties and affiliates (including any directors, members, employees, members, and other representatives), and the Stores harmless from and against all costs, damages, liabilities, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of:

1. Any breach of this Agreement, including but not limited to your breach or alleged breach of the warranties and representations and/or use of the Content or Related Materials according to this Agreement.
2. Any content or information submitted by you to the Service.
3. Any activity in which you engage on or through the Service; and
4. And violation of any law or the rights of a third party.

Distribution Term

The Term shall commence on the date you register and sign up for our Services, and automatically extend yearly and continue unless and until you provide Company at least thirty (30) days advance written notice of your desire to terminate this Agreement, or unless Company sends you written notice of termination at any point.

Upon termination of this Agreement:

1. All formal take-down notices will be issued to the applicable Stores. The Company will use reasonable commercial efforts to have all Content removed within the periods provided under the relevant Store licenses. The company will not be responsible or liable for any takedown delay or default by any Store.
2. The Company may delete any Content otherwise in its possession and it will have no liability to you for doing so.
3. The Company shall not be responsible to transfer digital copies of the Content or any respective Related Material or Metadata to you during or after the notice of termination. The Company may remove such material at the time of termination. Should you wish to acquire such copies, you must export any digital copies of the Content and/or respective Related Material or Metadata at your expense before the end of the notice period or in other schedule provided by the Company; and

4. The Company shall have no additional obligation to you with the potential exception of payment of any Royalty earned before the date on which the Content has been removed. Please note that the Company reserves the right to, without prior notice, suspend or terminate the User's account and/or access to the Service, and/or withhold any Royalties and respective pay-outs, and/or take down Content, should the Company, the Intermediate or any relevant Store suspect or detect, in their absolute discretion, that a User is involved in Fraudulent Activity. In the event of withholding pay-outs relating to suspected or detected Fraudulent Activity, any amounts due to the User for any Fraudulent Activity or otherwise unauthorized use of the Services may be recouped by withholding such amounts from future Royalty payments due to the User and to the extent, any Fraudulent Activity is determined to be caused by the User's actions, any costs incurred by the Company, the Intermediate, the Company's licensees, authorized third parties and/or affiliates (including legal fees and expenses) in connection therewith may, in addition to other remedies, be deducted by the Company from any future Royalty payments due to the User.

Notwithstanding termination by this section, all provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, warranty, representations, disclaimers, indemnification, confidentiality, and limitations of liability. ("should survive termination shall survive termination - Translation into ...") Notwithstanding termination by this section, the Terms of Service shall survive termination of this Agreement, and the termination of the Terms of Service shall be done by the provisions in the Terms of Service.

Limitations of Liability

You agree that, to the extent permitted by applicable laws, your sole and exclusive remedy for any problems or dissatisfaction with the Services is to terminate this Agreement and to stop using the Services. ("Amuse | Terms of Use")

In no event shall the Company, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be held liable or responsible for:

1. Any failures of the Intermediary, Stores, or licensees to timely or accurately report, account, and make payment.
2. Any claim in connection with an accounting statement or payment that was issued or allegedly due from the Company or a licensee more than twelve (12) months before the date the Company receives written notice of the claim.
3. Any indirect, special, incidental, punitive, exemplary, or consequential damages.
4. Any loss of use, data, business, or profits, in all cases arising out of the use or inability to use our Services.
5. Any aggregate liability for all claims relating to the Service, Third Party Services, or Third-Party Content more than one- hundred USD (\$100); or

6. Any payments, in connection with the Content or this Agreement, due to an individual or entity other than the User.

Disclaimer

The Service is provided “as is” and “as available” without express or implied warranty or condition of any kind. You use the Service at your own risk. To the fullest extent permitted by applicable law, the Company makes no representations and disclaims any warranties or conditions of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement.

Copyright Policy

The Company respects the Rights Holders. If you believe that any content on our Service infringes your intellectual property rights or other rights, please contact us at connect@btopen.com. If the Company is notified by a copyright holder that any Recording, Metadata, or Related Material infringes a copyright, the Company may in its sole discretion take actions without prior notification to the User that has provided such content. If the User that has provided such content believes that the content subject to the copyright claim is not infringing, the User may submit a counter-notification to the Company with a request to restore the removed content. If you believe that any Recording, Metadata, or Related Material infringes any other intellectual property rights or does not comply with this Agreement, please contact us at connect@btopen.com

The Company reserves the right to function as demanded by the applicable laws in case it receives intellectual property rights claims regarding your Content, Metadata, and Related Material. You acknowledge and agree that Company has limited practical ability to control or monitor infringement of your intellectual property rights by other parties and that Company assumes no responsibility for controlling, monitoring, or enforcing such alleged infringement.

Service Limitations and Modifications

The Company will make reasonable efforts to keep the Services operational; however, please note that Services may at any time be interrupted due to circumstances beyond our control, maintenance, or updates required by law. The Company reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Services, with or without notice, all without liability to you, except where prohibited by law.

The Company reserves the right to reject or remove any Content or Related Material from the Stores and the Service. The Company also reserves the right to terminate the User’s access to the Service without notice.

Amendments and Updates

The Company reserves the right to amend, modify or update this Agreement or any part thereof without separate notice to you. However, the Company shall inform you of any changes. If you do not agree to the amended changes, the User can terminate the agreement.

Confidentiality

During the Term, neither User nor their respective affiliates, agents, or representatives (each, “**Receiving Party**”) shall disclose or reveal to third parties:

1. Any material or information that is marked as confidential and is received from the Company or the Intermediary.
2. Any such material or information Receiving Party may become aware of that is related to the Company’s or the Intermediary’s business and business practices; or
3. Any other information which should be understood to be confidential.

Receiving Party shall not use any above material or information for any other purposes than those stated in this Agreement.

The confidentiality obligation shall, however, not be applied to material or information that:

1. is generally available or otherwise public.
2. Receiving Party has lawfully received from a third party without any obligation of confidentiality.
3. Receiving Party was lawfully in the possession of the same material or information from the Company without any obligation of confidentiality related thereto; or
4. Receiving Party must share to individuals on a “need to know” basis, including employees, certified financial advisors, and attorneys, in each case provided that said recipients maintain the obligation of confidentiality according to this Agreement.

If a Receiving Party is required by law to disclose any confidential material, the Receiving Party shall notify the Company in writing before disclosure of such information.

20. No Joint Venture

Nothing in this Agreement constitutes a partnership, employment, joint venture, or contract of agency between the parties.

Force Majeure

The Company takes no liability or responsibility for failures in providing any of the Services if such failures are caused by an event beyond control that prevents the Company from complying with any obligations under this Agreement (“**Force Majeure**”). Force Majeure events include, but are not limited to, fires, earthquakes, tidal waves, floods, war, hostilities, invasion, embargo, revolution, civil war, riot, strikes, lockouts, acts or threats of terrorism, commotion, failures of public or private telecommunication networks, third party force majeure and an epidemic. Should an event of Force Majeure occur, the Company will notify you as soon as reasonable and give an estimate when due fulfillment can be expected.

Assignment

The Company may assign the Agreements, including the Agreement or any part of it, and the Company may delegate any of its obligations under the Agreements. You may not assign the Agreements or any part of them, nor transfer or sub-license your rights under the Agreements, to any third party. (“Terms and Conditions - IPTV Smarters Pro”)

Waiver

Unless as otherwise stated in the Agreement, should any provision of the Agreement be held invalid or unenforceable for any reason or to any extent, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreement, and the application of that provision shall be enforced to the extent permitted by law. (“Terms and Conditions | Kahoot! Trust Center”) Any failure by the Company to enforce the Agreement or any provision thereof shall not waive the Company’s or the applicable third-party beneficiary’s right to do so. (“Terms and Conditions of Use - Spotify”)

Applicable Law

This Agreement shall be governed by and construed by the laws of Finland without regard to its principles and rules on conflict of laws.

Dispute Resolution

The Company is committed to working in good faith to resolve any issue the User has regarding the Service, and the Company encourages you to contact us at connect@btopenet.com. In case of any issues regarding the use of the Service. All disputes, controversies, or claims between the Company and the User arising out of this Agreement, shall be primarily resolved by amicable negotiations.

However, the Company realizes that there may be rare cases where the Company may not be able to resolve an issue to a user’s satisfaction. Any dispute, controversy, or claim arising out of or about the Agreement, or the breach, termination, or validity thereof, which cannot be settled through negotiations between the parties, shall be submitted to the exclusive district of Denver, Colorado.