

Fees and Payments – General

E3E Products & Services facilitates payments for purchases of Content including digital Content made available via download and streaming through the Service (“Digital Content”), physical merchandise (“Merchandise”) and Artist Subscriptions. Each such purchase is a “Transaction,” each Transaction involving Digital Content is a “Digital Transaction,” and each Transaction involving Merchandise is a “Merchandise Transaction.” Transactions

may be made using Standard Payments or Enhanced Payments.

Fees and Payments – Fans.

You may purchase products and/or services from an Artist through the Site, including, without limitation, purchases of Content including Digital Content, Merchandise, and Artist Subscriptions.

All inquiries regarding Merchandise Transactions will be directed to the relevant Artist. Company is not responsible for refunds for Merchandise, except as provided in this Agreement.

All sales of Digital Content are final (except where prohibited by law), unless otherwise determined by E3E Music. If you do not receive the Digital Content or otherwise have an issue with the Digital Content delivered, please contact E3E Products & Services with your request and proof of payment, and we will notify the relevant Artist and work with them to resolve your issue. At E3E Music’s sole discretion, you may be credited or refunded for the Digital Content. However, you understand and agree that E3E Products & Services is a platform that Artists use to sell their products, and the Digital Content is derived from files provided by the relevant Artist, and the relevant Artist is solely responsible for such files. Your total price for Digital Content will include the price of the product plus any applicable sales tax; such sales tax is based on your location and the sales tax rate in effect at the time you purchase the product. We will charge tax only in states or countries where digital goods are taxable.

If you purchase an Artist Subscription, your payment for such Artist Subscription will automatically renew at the end of the applicable subscription period, unless you cancel your Artist Subscription before the end of the current subscription period. The cancellation will take effect the day after the last day of the current subscription period. Content you purchase in a Transaction cannot be guaranteed to be available to you perpetually. For example, if we receive a notification of claimed infringement from a copyright owner or its agent with respect to specific Content, then U.S. law may require us to remove that Content from the Service and not make it available for future sale and we may also have to deny continued access to anyone who previously purchased such Content. This means that you may lose access to purchased Content previously available to you through the Service.

If we are required by law to deny access through the Service to previously purchased Content, including by removing access to Content from a user's personal collection through any mobile application, then Company and Artists will not provide the user who purchased that Content with a refund, except as required by applicable law. Users bear all risk from the denial of access to any Content purchased through the Service.

Because there is a possibility that we may be required to deny you access to previously purchased Content, we encourage you to promptly download any Content you purchase through the Site to your own devices so that you will retain control and possession of such Content even if we are required to remove the Content from the Service.

You warrant that if you enter into a Transaction, then you shall be able to make full and immediate payment for the requested products or services.

Fees and Payments – Artists.

You will set the prices for your products and services that are charged through Transactions (the "Prices") through the Site, and you may change the Prices at your sole discretion. Notwithstanding the preceding sentence, E3E Products & Services may redistribute previously purchased copies of your products to users who have, in E3E Music's sole determination, received a corrupted copy of your product, an incorrect file format version of your product, an incomplete copy of your product, or suffered a loss of your product through hard drive failure, damage, theft or destruction, on a no-fee basis to the user (i.e., the user is not charged a new fee for the redistribution). Such redistribution may be effectuated by allowing a user to redownload a replacement copy themselves. A user that has a Fan Account will also be permitted to redownload any previously purchased Content from an Artist. In the event of any of the foregoing redistributions, no additional payments shall be made to you for such redistributions.

Company shall be entitled to a share of the revenue you receive from Transactions (the "Revenue Share"), which shall be calculated on your gross revenue from Transactions, not including any Transactions for which you or we provide a refund, in accordance with the rate schedule set forth at www.E3E Music.com/pricing. You shall be solely responsible and liable for, and Company shall have no responsibility or liability for, any Stripe fees (except for fees charged on Company's Stripe account), PayPal fees (except for fees charged on Company's PayPal account), credit card transaction fees (together, "Fees"), bad debts (such as credit card returns or fraud), disputed payments, and refunds, except as provided in this Agreement.

E3E Products & Services may withhold any taxes, duties, charges or levies on payments by E3E Products & Services to you pursuant to this Agreement as may be required by applicable law, rule or regulation. E3E Products & Services shall remit any such withheld taxes, duties, charges or levies to the appropriate tax authority.

For Merchandise Transactions using Standard Payments, payments received from users for Merchandise shall be directed to you, unless there is an outstanding Revenue Share owed to Company in which case such payments may be directed to Company in accordance with Company's standard policies. E3E Products & Services may retain funds otherwise payable to you if E3E Products & Services is required or chooses to provide a refund on your behalf. For Digital Content and Merchandise Transactions using Enhanced Payments, E3E Products & Services will collect the purchase price and any applicable Fees and taxes. E3E Products & Services will pay you the gross proceeds we receive from the sale of Digital Content, minus the applicable Revenue Share and any applicable Fees (the "Artist Payout").

For Artist Subscriptions, payments received from users shall be directed to you (the "Subscription Fee"), minus the applicable Revenue Share and any applicable fees which shall be directed to E3E Products & Services at the time of each payment.

When you receive a payment for Digital Content or Artist Subscription, you are liable to E3E Products & Services for the full amount of the payment sent to you plus any Fees if the payment is later invalidated for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the payment sent by the sender, plus the applicable Fees if there is a chargeback, a dispute, or if there is a reversal of the payment. You agree to allow E3E Products & Services to recover any amounts due to E3E Products & Services by debiting your account or withholding any Artist Payout or Subscription Fee. If there are insufficient funds to cover your liability, you agree to reimburse E3E Products & Services through other means.

Company retains the right, but does not have the obligation, to immediately halt the offering or sale of any goods or services, prevent or restrict access to the Site or the Services or take any other action in case of technical problems, objectionable material, inaccurate listings, or actions otherwise prohibited by the procedures and guidelines contained on the Site, or for any other reason in the sole and absolute discretion of Company, and to correct any inaccurate listing or technical problems on the Site.

Company may immediately halt the offering or sale of any goods or services upon receipt of notifications of claimed infringement, upon acquiring knowledge of actual infringement, or becoming aware of facts or circumstances from which infringing material is apparent with respect to any goods or services.

Additional Fees.

In addition to the fees set forth above, Company reserves the right to require payment of fees for certain additional features of the Service, including but not limited to E3E Products & Services Pro or Label accounts. Should you elect to subscribe to such features, you shall pay all applicable fees, as described on the Site in connection with such features.

Company reserves the right to change its price list and to institute new charges at any time, upon ten (10) days prior notice to you, which may be sent by e-mail or posted on

the Site. Use of the Service by you following such notification constitutes your acceptance of any new or increased charges.