



## Terms and conditions of use

Version: April 2024

### **BETWEEN :**

**Leod**, a Sirius Block SAS company with share capital of 18,500 euros, registered with the Strasbourg Trade and Companies Registry under number 982 489 635, and whose registered office is located at 13 Avenue Jean Jaurès, 67100, Strasbourg, represented by Mrs/Mr Thomas Bopp in his capacity as CEO, duly authorized for the purposes hereof.

**Hereinafter referred to as "Leod  
On the one hand,**

**AND**

- 1) **The User** (as defined in article 1 hereof),
- 2) **The Artist** (as defined in article 1 hereof),

**On the other hand,**

The User, the Artist and Leod are hereinafter referred to individually as the "**Party**" or collectively as the "**Parties**".

### **Preamble**

- (1) Leod.io is an innovative online platform dedicated to promoting new musical artists. Thanks to its cutting-edge technologies, Leod.io enables these artists to build a strong bond with a community of die-hard fans. A wide range of features is available on our website [www.leod.io](http://www.leod.io):
  - Artists can easily and centrally broadcast their musical creations on their personal page, and share their music with their fans, who can listen to it exclusively.
  - Artists can share content with their fans, to strengthen their ties.
  - Fans can support an Artist's musical project by acquiring a share of the copyright on the music, in the form of a "Shares" (Non-Fungible Tokens) - this "Shares" purchase is formalized in a separate contract.
- (2) You can take advantage of all these services by registering free of charge on the [www.leod.io](http://www.leod.io) website, whose use is governed by the present terms and conditions of use.

### **1. Definitions**

The following terms are capitalized and have the following meanings in the Terms of Service.

**Artist** means any individual (and their representatives) in their capacity as artist-author or self-entrepreneur, who has created an Artist Account on the Site in order to benefit from the Services.



<b>Artist account</b>	refers to the personal account created by the Artist on which he/she enters his/her contact details and personal information, enabling him/her to benefit from the Services.
<b>User account</b>	designates the personal account created by the User, enabling him to benefit from the Services.
<b>TOS</b>	means the present general terms and conditions of use of the Site.
<b>Contents</b>	refers to elements (in particular images, thumbnails, album covers, videos, photographs, documents, messages, comments, etc.) placed online by any Artist or User on the Site, other than Music.
<b>Music</b>	means the musical content uploaded by the Artist to his/her Artist Account for free listening by Users.
<b>Services</b>	refers to the services provided by Leod via the Site, which mainly include (i) allowing Artists to broadcast Music via their Artist Account so that it can be listened to by Users, (ii) allowing Users to listen to Music free of charge, and (iii) acquiring Shares from Artists under a separate contract.
<b>Website</b>	refers to the <a href="http://www.leod.io">www.leod.io website</a> .
<b>User</b>	means any Internet user registered or browsing the Site (other than the Artist).

## **2. Object**

The purpose of these TOS is to define and govern the terms and conditions of use of the Site by Users and Artists.

## **3. Acceptance**

- 3.1. Access to and use of the Site are subject to acceptance of and compliance with the TOS. By accessing the Site, and all its Services, Users and Artists unreservedly accept and abide by these TOS in their latest version.
- 3.2. The TOS apply, as necessary, to any variation or extension of the Site on existing or future social and/or community networks.
- 3.3. Leod reserves the right to modify, at any time and without prior notice, the Site, the Services, as well as the TOS, in particular to adapt to changes in the Site by making new functionalities available or deleting or modifying existing functionalities.

The User and the Artist are therefore advised to refer to the latest version of the TOS, which can be accessed at any time on the Site, before browsing. In the event of disagreement with the TOS, the User/Artist may not use the Site.



#### **4. Access to the Site and Services**

- 4.1. Access to the Site and Services is granted to Users and Artists meeting the following conditions:
  - any natural person with full legal capacity to enter into commitments under the TOS;
  - any legal entity acting through a natural person with the legal capacity to contract in the name and on behalf of the legal entity.
- 4.2. The User and the Artist are responsible for the use and protection of the equipment they use to browse the Site, for the use they make of the Site and the Services, and for any breach of the TOS. It is their responsibility to take all appropriate measures to protect their own data and/or software stored on their computer equipment against any attack. Users and Artists are entirely responsible for their connection to the Site.
- 4.3. The following are strictly prohibited (a) any behavior likely to interrupt, suspend, slow down or prevent the proper functioning of the Site, (b) any intrusions or attempted intrusions into Leod's systems, (c) any misappropriation of the Site's system resources, (d) any actions likely to impose a disproportionate load on the latter's infrastructures, (e) any breaches of security and authentication measures, (g) any transmission to the Site of content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, immoral, invasive of a person's privacy, including his or her right of personal portrayal, offensive or derogatory, or racially, ethnically or otherwise objectionable; (h) any practice diverting the Site for purposes other than those for which it was designed, and more generally (i) any breach of the TOS or applicable laws and regulations.

Likewise, it is strictly forbidden to monetize, sell or grant access to all or part of the Site or the information it contains.

- 4.4. Use of the Site is authorized for strictly private purposes only. Any use outside this framework, and in particular for public address systems in public places or stores, is expressly forbidden.
- 4.5. In the event of a breach of any of the provisions of the present article or, more generally, of laws and regulations, Leod reserves the right to take any measures it deems appropriate (in particular to prevent the User/Artist concerned from accessing the Site).
- 4.6. Access to and browsing of the Site, enabling you to benefit from the Services, is via an Internet connection.
- 4.7. Leod makes every effort to implement the technical solutions at its disposal to enable access to the Site at all times. Nevertheless, it cannot be held responsible for any malfunctioning of the Site or unavailability of the Services, and will not pay any compensation to the User or the Artist in this respect.
- 4.8. Leod may at any time suspend, limit or interrupt access to the Site or to certain pages thereof in order to carry out updates, modifications to its content or any other action deemed necessary for its proper operation.

#### **5. Services**

- 5.1. Leod provides the following services to Artists and Users free of charge:
  - Leod allows Artists to access the Site and create an Artist Account on the Site through which they can upload Music for free listening by Users, as well as offer Shares relating to their music (assignment governed by a separate contract);



- Leod allows Users to access the Site and create a User Account on the Site through which they can listen to the Music free of charge, on any type of compatible device (portable or not), with unlimited access.

5.2. The catalog of Music available as part of the Services depends on the Artists. Under no circumstances can Leod guarantee the presence in the available catalog of Music of any given title or album or of any given performer or group of performers. Likewise, Leod cannot guarantee that any given title or album or any given performer or group of performers present in Leod's available catalog will be present indefinitely. Leod cannot be held responsible for the deletion or deactivation of elements of the content of the catalog offered.

## **6. Creating and using Artist and User Accounts**

### **6.1. Creating an Artist Account**

6.1.1. To broadcast Music and Content on the Site, the Artist must register on the Site by creating an Artist Account.

6.1.2. To create and manage an Artist Account, the Artist must provide all the information marked as mandatory.

6.1.3. The Artist guarantees that all the information he/she provides in the registration form is accurate, up-to-date and sincere and is not misleading.

He/she undertakes to update this information in his/her Artist Account in the event of modifications so that it always corresponds to the aforementioned criteria. This update is made by logging into the Artist Account and modifying the information concerned.

The Artist is informed and accepts that the information entered for the purposes of creating or updating his/her Artist Account constitutes proof of his/her identity. The information entered is binding as soon as it has been validated.

6.1.4. The Artist may access his/her Artist Account at any time by entering his/her e-mail address and password. The Artist undertakes not to register under an identifier/email address likely to infringe the rights of a third party (trademark, company name, trade name, etc.).

6.1.5. The Artist undertakes to use his/her Artist Account personally and not to allow any third party to use it in his/her place or on his/her behalf, unless he/she assumes full responsibility for doing so.

6.1.6. He/she is likewise responsible for maintaining the confidentiality of his/her e-mail address and password, any access to his/her Artist Account using the latter being deemed to have been made by the Artist. The Artist must immediately contact Leod if he/she notices that his/her Artist Account has been used without his/her knowledge.

In addition, the Artist must take the necessary steps to back up by his or her own means the information in his or her Artist Account that he or she deems necessary, no copy of which will be supplied to him or her.

Leod cannot be held responsible for any errors, omissions or inaccuracies in the information provided by the Artist, nor for any prejudice that may result for Users or third parties.

### **6.2. Using an Artist Account**

6.2.1. The Artist may, at his or her convenience, add the Musics to his or her personal page, in order to broadcast them on the Site.

6.2.2. The Artist undertakes to ensure that the Music and Content are not contrary to public decency (indecent content, inciting the consumption of alcohol or smoking), abusive (offensive expression, insult, contempt, racism, anti-Semitism, xenophobia), defamatory (undermining the



honor, dignity or respect of a physical or moral person), contrary to the protection of children, does not incite violence, hatred or discrimination, is not obscene, pornographic or pedophilic, does not contain animal violence, and does not infringe the rights of a third party, in particular personality rights, copyright, image rights, neighbouring rights or trademarks.

- 6.2.3. Leod reminds the Artist, who is acting in a professional capacity, of his or her obligation to comply with the laws and regulations applicable to him or her as a professional, which he or she confirms to be fully aware of. The Artist

### 6.3. Creating a User Account

- 6.3.1. To listen to the Music broadcast by the Artists, the User must register on the Site by creating a User Account, and the User must provide all the information marked as compulsory.

- 6.3.2. The User warrants that all information provided in the registration form is accurate, up-to-date and truthful and is not misleading.

He/she undertakes to update this information in his/her User Account in the event of modifications so that it always corresponds to the aforementioned criteria. This update is made by logging into the User Account and modifying the information concerned.

The User is hereby informed and accepts that the information entered for the purposes of creating or updating his/her User Account constitutes proof of his/her identity. The information entered is binding upon validation.

- 6.3.3. The User may access his User Account at any time by entering his e-mail address and password. The User undertakes not to register under an identifier/email address likely to infringe the rights of a third party (trademark, company name, trade name, etc.).

- 6.3.4. The User undertakes to use his User Account personally and not to allow any third party to use it in his place or on his behalf, unless he assumes full responsibility.

- 6.3.5. The User is likewise responsible for maintaining the confidentiality of his/her e-mail address and password, any access to his/her User Account using the latter being deemed to have been made by the User. The User must immediately contact Leod if he notices that his User Account has been used without his knowledge.

In addition, the User must take the necessary steps to back up by his own means the information in his User Account that he deems necessary, no copy of which will be supplied to him.

Leod cannot be held responsible for any errors, omissions or inaccuracies in the information provided by the User, nor for any prejudice that may result for the Artists or for third parties.

### 6.4. Use of a User Account

- 6.4.1. Through his User Account, the User can listen to the Music proposed by the Artists on their personal pages and more generally take advantage of the Services.

- 6.4.2. The User undertakes to ensure that the Content he or she publishes is not contrary to public decency (indecent content, content inciting the consumption of alcohol or smoking), abusive (offensive expression, insult, contempt, racism, anti-Semitism, xenophobia), defamatory (undermining the honor, dignity or respect of a natural or legal person), contrary to the protection of children, does not incite violence, hatred or discrimination, is not obscene, pornographic or paedophilic, does not contain animal violence, and does not infringe the rights of a third party, in particular personality rights, copyright, image rights, neighbouring rights or trademarks.

## 7. Artist's obligations and liability



- 7.1. The Artist undertakes to respect the following obligations.
- a) Obligations to comply with applicable laws and regulations
- 7.2. The Artist:
- guarantees that all Music and Content that it broadcasts on the Site are in full compliance with public order, good morals and the laws and regulations in force;
  - undertakes not to engage in any misleading advertising on the Site or, more generally, to engage in any unfair commercial practice through the Site.
- b) Obligations to respect the rights of third parties
- 7.3. The Artist agrees not to disseminate any Music or Content likely to infringe or which would infringe the prior rights of third parties, in particular intellectual property rights, and/or whose exploitation would constitute acts of unfair and/or parasitic competition.
- 7.4. The Artist shall be solely and entirely responsible for any claim made by the owner of the rights pertaining to the Music and Content.
- 7.5. The Artist undertakes to upload only Music and Content for which he or she holds the related intellectual property rights.
- 7.6. The user also agrees not to be responsible, on the Site, for acts of defamation, insult, invasion of privacy or violation of image rights.
- c) Artist's liability
- 7.7. It is reminded that Leod operates an online platform enabling Artists and Users to communicate with each other. As such, in its capacity as a mere intermediary, Leod exercises no control over the Music and Content provided by Artists via the Site.
- 7.8. Consequently, the Artist is solely responsible for the Music and Content he or she broadcasts on the Site, and for handling any complaints from Users and third parties in this regard.
- 7.9. The Artist fully indemnifies Leod against any claim, demand, action or recourse from a User and/or third party relating to the Music and Content that he or she distributes on the Site, and to the breach of his or her obligations under the TOS. The User fully assumes all consequences, particularly financial (including indemnities and damages, attorneys' fees and other costs incurred in defending Leod's interests), of an enforceable court decision or settlement. The User undertakes to provide Leod with all the information required to provide a useful response to the User's or third party's requests, and with all the information required to facilitate settlement of the dispute.
- 7.10. Leod reserves the right to remove the disputed Music and/or Content, and to suspend or delete the Artist's Account, without the Artist being able to claim any right to compensation.

## **8. Liability**

- 8.1. In its capacity as host of the Site, Leod is subject to the reduced liability regime provided for in articles 6.I.2 et seq. of French law no. 2004-575 of June 21, 2004 for Confidence in the Digital Economy (LCEN).
- 8.2. It therefore assumes no responsibility for content posted online by Users and Artists.
- 8.3. In the event that a User or Artist notices that Content posted on the Site infringes applicable legal and regulatory provisions, and in particular constitutes manifestly illegal content (for example, defamatory, disparaging or infringing intellectual property rights), he or she may notify Leod by sending an e-mail to the contact details indicated in these TOS (article 16).



- 8.4. In any event, Leod will only be liable for direct and foreseeable damage which is proven to result from Leod's failure to perform its obligations under the TOS. Leod shall in no event be liable for any indirect or consequential damages, such as loss of profits, loss of revenue, loss of sales, loss of contracts, loss of image, loss or alteration of data.
- 8.5. In addition, use of the Site implies knowledge and acceptance of the characteristics and limits of the Internet, particularly with regard to technical performance, response times for consulting, querying or transferring information, the risks of interruption, and more generally, the risks inherent in any connection and transmission on the Internet, the lack of protection of certain data against possible misappropriation and the risks of contamination by any viruses circulating on the Internet network.
- 8.6. Leod is not responsible:
- technical or IT problems or failures, or the Site's compatibility with any hardware or software;
  - the intrinsic characteristics of the Internet, particularly those relating to the unreliability and lack of security of information circulating on it.

## 9. Hyperlinks

- 9.1. The Site may include links to other websites or other Internet sources.
- 9.2. Insofar as Leod cannot control these external sites and sources, Leod cannot be held responsible for the availability of these external sites and sources, and cannot accept any responsibility for their content or advertising,
- 9.3. Leod is not responsible for transactions between the User/Artist and any advertiser to which the User/Artist may be directed via the Site, and shall not be a party to any dispute in this respect.

## 10. Intellectual property

### 10.1. Intellectual property relating to the Site

- 10.1.1. With the exception of the Music and the Content, the structure of the Site and its elements, in particular the texts, graphics, images, photographs, sounds, videos, computer applications and databases of which it is composed, as well as the trademarks and other intellectual property rights appearing on the Site (hereinafter referred to together as "**the Protected Elements**"), are the exclusive property of Leod and are protected by the laws in force concerning intellectual property.
- 10.1.2. Any representation, reproduction, adaptation or partial or total exploitation of the protected Elements, by any process whatsoever, without the prior, express and written authorization of Leod, is strictly forbidden and would be likely to constitute an infringement within the meaning of the provisions of the Intellectual Property Code.
- 10.1.3. Access to and use of the Site does not constitute recognition of any right and, in general, does not confer any intellectual property right relating to the protected Elements, which remain the exclusive property of Leod.

### 10.2. Intellectual property relating to Music and Content broadcast by Artists

#### a) Licensing of intellectual property rights to Leod

- 10.2.1. The Artist grants Leod a non-exclusive and free license to his or her intellectual property rights for the purposes of broadcasting the Music and Content on the Site and for listening and



viewing by Users or any other visitor to the Site. This license includes, but is not limited to, the right of reproduction, representation and adaptation.

10.2.2. This license is granted worldwide, for the duration of these TOS.

10.2.3. The Artist also accepts any modifications and/or alterations of a technical nature that may result from the use of the Music and Content within the framework of the Services.

b) Warranties

10.2.4. The Artist guarantees that he/she holds all rights, including all intellectual property rights, pertaining to the Music and Content (in particular copyright) broadcast via his/her Artist Account, and that he/she has obtained, where applicable, all authorisations and consents from third parties for their use in the context of the Services via the Site.

10.2.5. It guarantees that it has not assigned, conceded, given for distribution or more generally entrusted any right or guarantee whatsoever to third parties likely to limit or prevent such exploitation.

10.2.6. The Artist guarantees Leod and Users the peaceful enjoyment of the Music and Content. In the event of a claim brought by a third party against Leod concerning these Musics and Contents, the Artist will assume all the financial consequences (notably indemnities and damages) of an enforceable court decision or settlement. The Artist will provide Leod with all the information required to provide a useful response to the requests of the third party concerned and all the information required to facilitate the settlement of the dispute.

## 11. Duration

The TOS are concluded for the duration of the Artist's/User's registration on the Site, until his/her account is closed.

## 12. Cancellation

12.1. Leod may terminate the Services as of right, without prior notice and with immediate effect, if one (or more) of the following events occurs:

- In the event of a breach by the User or the Artist of these TOS,
- the Artist is the subject of one or more complaints from Users and/or third parties or of one or more reports of illicit Content;
- the Artist or User denigrates Leod and/or its products and services;
- the Artist or User use or encourage any means to deliver fraudulent traffic, including, but not limited to, the use of bots or toolbar traffic, cookie stuffing or the use of false or misleading links.

Such action will not entitle Leod to any compensation whatsoever, and Leod reserves the right to claim compensation for any loss it may have suffered.

## 13. Mediation

In the event of failure to resolve a dispute amicably, the consumer customer may refer the matter free of charge to the consumer mediator chosen by Leod. The mediator's contact details will be sent on request.

## 14. Applicable law and jurisdiction





- 14.1. The TOS are governed by French law.
- 14.2. In the event of any dispute concerning the validity, interpretation and/or execution of the TOS, the Paris courts shall have jurisdiction.

## **15. General stipulations**

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- 15.1. If one or more stipulations of the TOS are held to be invalid or declared as such in application of a law, regulation or following a final decision of a competent court, the other stipulations will retain all their force and scope.
- 15.2. The fact that one of the Parties does not claim from the other Party a breach of any of the obligations referred to in the TOS shall not be construed as a waiver of the obligation in question for the future.

## **16. Affiliate Program**

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- 16.1. Leod.io offers an affiliate program allowing users to recommend the platform to other potential users. By participating in this program, affiliates may receive a commission on sales generated by the users they have referred. The specific terms and conditions of the affiliate program are detailed in this document as well as in Annex 1.

## **17. Contact**

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- 17.1. For any question, complaint or request for information concerning the Site, the User and the Artist may contact Leod by sending an e-mail to [support@leod.io](mailto:support@leod.io).



## ANNEX 1 :

### **Affiliate Program Agreement**

This Affiliate Program Agreement ("Agreement") is entered into by and between Sirius Block ("Company") and [Affiliate Name] ("Affiliate") as of creation of the Affiliate's account.

#### **1. Definitions**

(a) "Affiliate" refers to the individual or entity participating in the Company's affiliate program.

(b) "Company" refers to Sirius Block, the provider of the affiliate program.

#### **2. Appointment**

(a) The Company appoints the Affiliate as a non-exclusive affiliate to promote the Company's products and services in accordance with the terms of this Agreement.

(b) The Affiliate accepts the appointment and agrees to comply with the terms and conditions set forth herein.

#### **3. Promotion and Compensation**

(a) The Affiliate shall promote the Company's products and services using unique affiliate links provided by the Company.

(b) The Company shall pay the Affiliate a commission equal to 50% of the Company's commission earned from sales generated through the Affiliate's unique affiliate links.

(c) The Company's commission rate is currently set at 10% of the selling price of products or services.

#### **4. Payment**

(a) The Company shall pay the Affiliate's commission by claiming it, subject to a minimum payment threshold of 10€.

(b) Payments shall be made via wire transfer to the Affiliate's designated account.



## **5. Term and Termination**

(a) This Agreement shall commence on the Effective Date and shall continue until terminated by either party upon 7 days' written notice.

(b) Either party may terminate this Agreement immediately upon written notice for material breach by the other party.

## **6. Confidentiality**

(a) The Affiliate agrees to keep confidential all proprietary information provided by the Company and shall not disclose such information to any third party without the Company's prior written consent.

## **7. Governing Law**

(a) This Agreement shall be governed by and construed in accordance with the laws of France.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Sirius Block

By: CEO

Name: Bopp Thomas

