

Vivamusic Website Terms of Service

vivamusic Inc, a Delaware limited liability company (“vivamusic”, “we” or “us”) provides access to the vivamusic website, currently located at vivamusic.com and all associated websites and subpages, including, without limitation, slaps.com, vivamusic.com/hyperfollow and vivamusic.com/filekid (collectively, “Site ”), together with all enabled features, functionality and services including, without limitation, vivamusic's music streaming platform currently called “Slaps ”, vivamusic's artist social media service currently called “Hyperfollow ” and vivamusic's file sharing service currently called “FileKid ” offered by us in connection with the Site (collectively, “Services ”). These terms and conditions (“Terms ”) govern your access and use (as a registered user or otherwise) of the Site and Services.

By accessing or using the Site and/or Services in any way, you represent and warrant that you have read, understood, and accept and agree to be bound by these Terms. If you do not agree, you may not access or use the Site or Services. Your use of vivamusic's distribution services, if applicable, is separately governed by the vivamusic Distribution Agreement, and any of its attachments or addendum, located here (<https://www.vivamusic.net/agreement>).

Terms of Access and Use

Subject to these Terms, we grant you a limited, non-exclusive, nontransferable personal license to access and use the Site and Services. By accessing the Site and using the Services, you represent and warrant that you are over eighteen (18) years of age or the applicable age of majority in your jurisdiction, and that you are either an individual acting on your own behalf, or the authorized agent of another individual or business. Your use of the Site and the Services as an authorized agent shall not relieve you of personal responsibility for your use of the Site and the Services. The rights granted to you by these Terms may be revoked by vivamusic at any time, in its sole discretion.

Registration and Accounts

In order to use certain features of the Site or Services, you may be required to register for an account (“Account ”) with us and provide certain information about yourself as prompted by the Account registration form. You represent and warrant that all required registration information you submit is truthful and accurate, and that you will maintain the accuracy of such information. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. We cannot and will not be liable for any loss or damage arising from unauthorized access to your Account or your failure to comply with the above requirements.

Privacy

For information regarding our collection and use of information you provide to us, please refer to the Site's privacy policy (“Privacy Policy ”), located here (<https://vivamusic.com/privacy>) which shall supplement and be incorporated into these

Terms by reference. By entering into these Terms, you agree to our collection, use and disclosure of your personal information in accordance with our Privacy Policy.

User Content and Activity

The features and functionality of the Site and/or Services may allow users to submit, upload, store and/or share reviews, comments, questions, messages, audio, images, artwork, photographs, text and other content, information or materials ("User Content ") directly through the Site and/or Services, and users shall be able to share such User Content using the features made available by the Site and/or Services from time to time. The functionality of the Site and/or Services may allow registered users to make certain User Content publicly available for other users (registered or unregistered) to view, listen to and share. Other features of the Site and/or Services may enable users to privately submit and share messages between users or to upload files to store and share for private use. The foregoing activities described in this paragraph are sometimes collectively referred to herein as "User Activity ".

You are solely responsible for the User Content you submit through the Services as well as your User Activity generally. You agree that, through our Services and at your direction, we are only acting as a passive conduit for your online distribution, storage, publication and/or other exploitation of your User Content. Between you and vivamusic, vivamusic does not claim any ownership rights with respect to your User Content. By uploading, publishing, modifying, displaying or otherwise submitting User Content to any part of the Site and/or Services (excluding Direct Messages and/or content uploaded through FileKid), you automatically grant, and you represent and warrant that you have the right to grant, to us, as well as to other users of the Services, a non-exclusive, transferable, fully paid, worldwide license to use, copy, reproduce, publicly perform, publicly display, communicate to the public, stream, listen to, make available, reformat, translate, excerpt (in whole or in part), transmit, re-post and distribute such User Content for any purpose on or in connection with the Site and Services.

With respect to the use of Direct Messages and/or FileKid, for the sole purpose of operating and enabling these portions of the Services, you additionally grant to us a non-exclusive, transferable, fully paid, worldwide license to use, host, store, search, scan and to share at your direction such Direct Messages and/or User Content, until you delete same from the applicable Services or until the Direct Messages and/or User Content are otherwise permanently removed.

Accordingly you represent, warrant and agree that: (a) you have the right to agree to these Terms; (b) all of your User Content is original with you, in the public domain throughout the world or used by you with the express consents, permissions or licenses necessary from the original owner(s) of such materials for use by you and us pursuant to these Terms; (c) your User Content does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of publicity and privacy; (d) vivamusic shall not be responsible for payments or any other liability to any third party in connection with the use of your User Content on the Site, Services or otherwise in connection with these Terms; and (e) none of your User Content or Direct Messages contain material which is unlawful, harmful, abusive, racially or ethnically offensive, defamatory,

invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, otherwise objectionable or content that may be deemed to constitute "hate speech".

vivamusic reserves the right to reject and/or remove any User Content, Direct Messages or other content that vivamusic believes, in its sole discretion, violates these provisions. vivamusic takes no responsibility and assumes no liability for any User Content and/or Direct Messages that you or any other users or third parties post, use, store or share through the Site and/or Services. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content or Direct Messages that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Services, is solely your responsibility. vivamusic is not responsible for any public display or misuse of your User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree that vivamusic shall not be liable for any damages you allege to incur as a result of such User Content.

For the purposes of these Terms, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

Restrictions

You agree not to submit User Content and/or Direct Messages, or otherwise take part in User Activity that:

may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or other third party;

may create a risk of any other loss or damage to any person or property;

seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;

may constitute or contribute to a crime or tort;

contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, otherwise objectionable or content that may be deemed to constitute "hate speech"

contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets);

contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or

contains any information or content that you know is not correct and current.

In addition to the restrictions listed above, you may not:

rent, transfer, assign, resell or sublicense access to the Site and/or Services to any third-party;

combine or integrate the Site and/or the Services with hardware, software or other technology or materials not provided by us;

modify or create any derivative product based on the Site and/or the Services;

decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Site and/or the Services is compiled or interpreted, and nothing in these Terms should be interpreted as granting you any right to obtain or use source code;

use the Site and/or the Services to: (a) violate any local, state, national or international law; (b) stalk, harass or harm another individual; (c) collect or store personal data about other users; (d) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or (e) interfere with or disrupt the Site, Services or servers or networks connected to the Site and/or Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site and/or Services;

use any high volume, automated, or electronic means to access the Site and/or Services (including, without limitation, robots, spiders or scripts); or

frame the Site and/or Services, place pop-up windows over its pages, or otherwise affect the display of its pages, without our prior written consent.

Except as expressly stated herein, no part of the Site or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Site or Services shall be subject to these Terms.

Ownership

As between you and us, we retain all right, title and interest in and to the Site and the Services, and all related intellectual property rights. All rights in and to the Site and the Services not expressly granted herein are reserved. You may not copy, distribute, publicly perform, publicly display, digitally perform (in the case of sound recordings), or create derivative works from any copyrighted work made available or accessible via the Site or the Services. All trademarks, logos and service marks ("Marks ") displayed on the Site or Services are either our property, or the property of third parties. You are not permitted to use

these Marks without our prior written consent, or the consent of such third party owner of the Mark(s) if not owned by vivamusic.

Using FileKid

FileKid allows you to share User Content with third parties by uploading your chosen User Content to the FileKid service which will then make a download link available to you to distribute your User Content ("Download Link "). Uploaded User Content will be stored on FileKid's servers for a limited period of time after which the available download will expire, and the corresponding User Content will be permanently deleted from our servers. Currently, use of the FileKid services does not require Account registration or payment, however, we reserve the right to change such policies in our sole discretion. We do not control the use of Download Links and you are and shall remain solely responsible for the User Content that you upload and share. You are solely responsible for sharing your Download Links with your intended recipients, and you further acknowledge that the Download Links are not password protected or encrypted and may be forwarded to and accessed by any recipient (intended or otherwise), and vivamusic disclaims all liability in connection with same, and as otherwise provided in these Terms.

Copyright Claims

We respect the intellectual property rights of others. If you believe that any content on our Site and/or Services infringes upon your copyright or the copyright of someone you represent, please send an e-mail or other written notice to our Designated Copyright Agent using the contact information provided below (each, a "Notice "). All Notices should meet the requirements of the Digital Millennium Copyright Act (DMCA) 17 U.S.C. Â§ 512(c)(3) and include the following information:

- (a) an electronic or physical signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- (b) identification of the copyrighted work claimed to have been infringed;
- (c) a description of where the material that you claim is infringing is located on the Site and/or Services, and information reasonably sufficient to permit us to locate the material;
- (d) your address, telephone number, and e-mail address;
- (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement by you, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our designated Copyright Agent for notice of claims of copyright infringement is:

Viva Entertainment Group Inc.

A Publicly Traded Company
OTC Market symbol OTTV

Safe Harbor Statement
Queens, NY, USA

Info 833 848-2888
info@vivalivetv.com

In accordance with the DMCA and other applicable law, vivamusic has adopted a policy of terminating, in appropriate circumstances and in vivamusic's sole discretion, users who are deemed to be repeat infringers. For the avoidance of doubt, the foregoing sentence in no way limits vivamusic's right to limit access to the Site and Services and/or terminate the Accounts of any users for any reason, in vivamusic's sole discretion, including, without limitation, in the case of users who infringe, or allegedly infringe, any Intellectual Property Rights of others, whether or not there is any repeat infringement.

Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notice. Thus, if you are not sure that material located on or linked to by the Site and/or Services infringes your copyright, you should consider first contacting an attorney.