



TERMS AND CONDITIONS

1. INTRODUCTION

Welcome to CHEST, a service provided by ARBORIUM LLC, a Wyoming Limited Liability Company ("CHEST", "We" or "Us").

These terms (the "Terms") govern your use of chestmusic.com (the "Website") and other services provided by CHEST (the "Services") throughout the CHEST platform (the "Platform").

These Terms constitute a legally binding contract (the "Agreement"), between you and CHEST in relation to your use of the Website.

BY USING THE SERVICE OR BY CLICKING "I AGREE" YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND YOUR AGREEMENT TO BE BOUND BY THESE TERMS. YOU MAY NOT USE THE SERVICE IF YOU DO NOT AGREE TO THESE TERMS. We are constantly improving the Service, so these Terms may need to change as we do. We can change these Terms at any time, and if we do, we will make reasonable efforts to provide you with prior notice of any material changes. Your continued use of the Service after any change to these Terms means that you accept the new version. You should consult these Terms each time you access the Service to view any changes.

2. TERMS OF ACCESS AND USE

Subject to these Terms, we grant you a limited, non-exclusive, nontransferable personal license to access and use the Services.

By accessing 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 Services as an authorized agent shall not relieve you of personal responsibility for your use of the Services.

The rights granted to you by these Terms may be revoked by CHEST at any time, in its sole discretion.

The Services are hosted and operated in the United States of America, and we make no representation that any content is appropriate for access outside of the United States.

Those who choose to access the Services from outside the United States do so on their own initiative and are responsible for compliance with local laws.

To access the Platform, you may create a new account and/or log in with a google services account.



3. CONTENT

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material that have not been released or it is in the process of making it ("Content") with other users. For the avoidance of doubt, the term "Content" includes all information, materials, and other content that users add, create, upload, submit, share or post to CHEST Platform.

You are solely responsible for the Content that you upload, including its legality, reliability, and appropriateness. You acknowledge and accept that the Content is not yet released publicly and that all the Content is in a makeshift status.

You acknowledge and agree that CHEST will not be responsible for any transgression in relation with the rights and ownership of any Content uploaded.

You promise that, with respect to Content that you upload on the Platform, (i) you own or have the right to upload such Content; (ii) such Content does not (a) infringe the Terms, applicable laws or the intellectual property or other rights of any third party, or (b) such Content does not imply any licensing or affiliation of you or your Content by CHEST or any artist, band, label or other individuals or entities without prior written consent from CHEST or such individual or entity, and (iii) that the posting of your Content on or through Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

When uploading or sharing Content or other information on the Platform, please be aware that the Content and other information may be accessible to the public and may be used and re-shared by others on the web. For this reason, we ask you to exercise caution when uploading or sharing on the Platform, and to be aware of your account settings. CHEST is not responsible for what you or others upload or share on the Platform. You acknowledge and accept that CHEST secures your music within the Platform, but you are the sole responsible of the usage that you make of the Platform and for the final security of your Content outside of the Platform.

Additionally, it is expressly stated that CHEST will not collect data from your information. The information hosted in the Platform is secured and is only available to CHEST for the provision of the Services and, in no case, CHEST will use that information for something different than the provision of the Services.

You retain any and all of your rights to any Content you submit, post or display on or through Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third-party posts on or through Service. However, by posting Content using Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through Service. You agree that this license includes the right for us to



make your Content available to other users of Service, who may also use your Content subject to these Terms, in each case, in accordance with your account preferences.

4. PURCHASES

If you wish to purchase any product or service made available through Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information. Before you make any Purchase, including before activating or updating any recurring payments, you will have an opportunity to review the fees that you will be charged before you accept them.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

Payment processing services for CHEST may be provided by our third-party payment processors, which may include Stripe Inc. You agree to provide CHEST with current, accurate, and complete information about you and your payment methods (billing address, credit card number, expiration date, etc.). You authorize CHEST to share it and transaction information with CHEST’s payment processing services provider, and you authorize the payment processing services provider to process that information in accordance with its privacy policy. Stripe Inc.’s privacy policy is available at <https://stripe.com/privacy>. We reserve the right to refuse or cancel your order at any time for reasons including but not limited to product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected. For any questions regarding your Purchase, you can reach out to Hello@chestmusic.com.

The Service is billed on a subscription basis (“Subscription(s)”). You will be billed in advance on a recurring and periodic basis (“Billing Cycle”). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription. If you activate or update recurring payments through the Service, you authorize CHEST or its third-party service providers to periodically charge, until cancellation, all accrued sums.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or CHEST cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting CHEST customer support team.

A valid payment method, including credit card, is required to process the payment for your subscription. You shall provide CHEST with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment



information, you automatically authorize CHEST to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, CHEST will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

5. FREE TRIAL

CHEST may, at its sole discretion, offer a Subscription with a free trial for a limited period of time (“Free Trial”).

You may be required to enter your billing information in order to sign up for Free Trial.

If you do enter your billing information when signing up for Free Trial, you will not be charged by CHEST until Free Trial has expired. On the last day of Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, CHEST reserves the right to (i) modify Terms of Service of Free Trial offer, or (ii) cancel such Free Trial offer.

You can manage or cancel the trial subscription through any methods described in the Service.

6. FEE CHANGES

CHEST, in its sole discretion and at any time, may modify Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

CHEST will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of Service after Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

7. PRIVACY POLICY

a. Type of Data Collected

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you (“Personal Data”). Personally identifiable information may



include, but is not limited to (i) Email address, (ii) First name and last name, (iii) Phone number, and (iv) Cookies and Usage Data

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at Hello@chestmusic.com.

b. Usage of Data

We may also collect information that your browser sends whenever you visit our Service or when you access Service by or through a mobile device (“Usage Data”).

This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When you access Service with a mobile device, this Usage Data may include information such as the type of mobile device you use, your mobile device unique ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browser you use, unique device identifiers and other diagnostic data.

c. Tracking Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and we hold certain information.

Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Other tracking technologies are also used such as beacons, tags and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies are:

- Session Cookies: We use Session Cookies to operate our Service.
- Preference Cookies: We use Preference Cookies to remember your preferences and various settings.
- Security Cookies: We use Security Cookies for security purposes.



- Advertising Cookies: Advertising Cookies are used to serve you with advertisements that may be relevant to you and your interests.

d. Use of Data

CHEST uses the collected data for various purposes:

- to provide and maintain our Service;
- to notify you about changes to our Service;
- to allow you to participate in interactive features of our Service when you choose to do so;
- to provide customer support;
- to gather analysis or valuable information so that we can improve our Service;
- to monitor the usage of our Service;
- to detect, prevent and address technical issues;
- to fulfill any other purpose for which you provide it;
- to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection;
- to provide you with notices about your account and/or subscription, including expiration and renewal notices, email-instructions, etc.;
- to provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information;
- in any other way we may describe when you provide the information;
- for any other purpose with your consent.

e. Retention of Data

We will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal



obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

We will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

f. Transfer of Data

Your information, including Personal Data, may be transferred to – and maintained on – computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

CHEST will take all the steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

g. Security of Data

The security of your data is important to us but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

h. Data Protection Rights under General Data Protection Regulation(GDPR)

If you are a resident of the European Union (EU) and European Economic Area (EEA), you have certain data protection rights, covered by GDPR. – See more at <https://eur-lex.europa.eu/eli/reg/2016/679/oj>

We aim to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data.

If you wish to be informed what Personal Data we hold about you and if you want it to be removed from our systems, please email us at Hello@chestmusic.com.

In certain circumstances, you have the following data protection rights:



- the right to access, update or to delete the information we have on you;
- the right of rectification. You have the right to have your information rectified if that information is inaccurate or incomplete;
- the right to object. You have the right to object to our processing of your Personal Data;
- the right of restriction. You have the right to request that we restrict the processing of your personal information;
- the right to data portability. You have the right to be provided with a copy of your Personal Data in a structured, machine-readable and commonly used format;
- the right to withdraw consent. You also have the right to withdraw your consent at any time where we rely on your consent to process your personal information;

Please note that we may ask you to verify your identity before responding to such requests. Please note, we may not be able to provide Service without some necessary data.

You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

i. Data Protection Rights under the California Privacy Protection Act (CalOPPA)

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require a person or company in the United States (and conceivably the world) that operates websites collecting personally identifiable information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals with whom it is being shared, and to comply with this policy. – See more at: <https://consumercal.org/about-cfc/cfc-education-foundation/california-online-privacy-protection-act-caloppa-3/>

According to CalOPPA we agree to the following:

- users can visit our site anonymously;
- our Privacy Policy link includes the word “Privacy”, and can easily be found on the page specified above on the home page of our website;
- users will be notified of any privacy policy changes on our Privacy Policy;



- users are able to change their personal information by emailing us at Hello@chestmusic.com.

Our Policy on “Do Not Track” Signals:

We honor Do Not Track signals and do not track, plant cookies, or use advertising when a Do Not Track browser mechanism is in place. Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

j. Children’s Data

Anyone under the age of 18 in the EEA, or 18 in the United States and the rest of the world, is not permitted to use the Platform and must not attempt to register an account or submit any personal information to us. We do not knowingly collect any personal information from any person who is under the age of 18, as the case may be, or allow them to register an account. If it comes to our attention that we have collected personal data from a person under the age of 18, as applicable, we will delete this information as quickly as possible. If you have reason to believe that we may have collected any such personal data, please notify us immediately at Hello@chestmusic.com.

8. LIMITED LIABILITY AND HOLD HARMLESS

You agree to use the Services at your own sole risk, and agree to hold harmless CHEST and its licensors and/or any of our or their respective successors and assigns from any and all liability, harm, damages, costs (including attorney's fees and legal and court costs), expenses, allegations, claims and legal action of any kind at any time or of any sort that may arise from your use of the Services, any violation of these Terms or of applicable law, or any third party claim of the usage of the Services.

Your agreement to these Terms shall permanently and wholly bar you from any legal action of any sort towards CHEST for the use of the Services or any resultant effects of any sort, shape, kind or type, including any statutory and/or tort actions, specifically inclusive of any legal, action of any type, kind, or sort.

ALL INFORMATION, CONTENT AND MATERIALS PROVIDED VIA THE SERVICES ARE PROVIDED “AS IS.” WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER WARRANTY, CONDITION, GUARANTY, OR REPRESENTATION, INCLUDING BUT NOT LIMITED TO THE ACCURACY, TIMELINESS OR USEFULNESS OF ANY INFORMATION OR MATERIALS PROVIDED VIA THE SERVICES. WE CANNOT GUARANTEE THAT ACCESS TO OR USE OF THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, ERROR-FREE OR SECURE. WE EXPRESSLY DISCLAIM ALL WARRANTIES TO THE FULLEST EXTENT OF THE LAW. NEITHER CHEST NOR ANY OF OUR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, REPRESENTATIVES, AGENTS, PREDECESSORS, SUCCESSORS, LICENSORS OR ASSIGNS SHALL BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE



OR EXEMPLARY DAMAGES OR LOSSES INCURRED IN CONNECTION WITH USE OF, OR INABILITY TO USE, THE SERVICES OR ANY OF THE INFORMATION OR MATERIALS PROVIDED ON THE SERVICES, OR ANY DAMAGE OR LOSS, INTERRUPTIONS, ERRORS, DEFECTS, OR DELAYS IN PERFORMANCE, REGARDLESS OF THE CLAIM AS TO THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR LICENSORS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO \$100. THE FOREGOING IS APPLICABLE TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

9. TERMINATION

We reserve the right to terminate these Terms and your access to the Services at any time without notice. Your rights under these Terms will automatically and immediately terminate if you fail to comply with your promises and obligations stated in these Terms.

10. MODIFICATIONS

We may change these Terms from time to time and expect to do so as we evolve and expand the Services. Any such changes will become effective immediately upon your assent thereto.

Continuing use of the Services after changes to the Terms have been posted shall be deemed assent to the changes.

If you object to any such changes, your sole recourse will be to cease using the Services.

Continued use of the Services following posting of any such changes will indicate your acknowledgement of such changes and your agreement to be bound by the revised Terms, inclusive of such changes.

11. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and us with respect to your access to and use of the Services.

12. ENFORCEABILITY

If any provisions hereof are deemed invalid or unenforceable, they will be severed or construed to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions shall remain in full force and effect.

No waiver of any provision by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.



13. JURISDICTION AND APPLICABLE LAW

These Terms shall be construed and enforced in accordance with the laws of the United States and the State of Florida, without regard to any conflict of law provisions, and any and all legal actions in connection with the Services and/or these Terms shall be brought exclusively in the federal or state courts located in Miami Dade County, Florida, U.S.A.