

SCORELIGHT UNDERGROUND TERMS AND CONDITIONS

These Terms and Conditions ("Agreement") govern your use of the Scorelight Underground platform ("Platform") as an uploading artist. By uploading content to Scorelight Underground, you acknowledge and agree to the terms outlined herein.

1. OWNERSHIP OF CONTENT

1.1

You retain full ownership of all musical works, sound recordings, rights, title, and interest ("Content") in and to any content you upload to the Platform.

1.2

Scorelight Underground does not claim ownership, publishing rights, or master rights in your Content unless expressly agreed to in writing.

2. Content Ownership & Grant License

2.1

By uploading Content, you grant Scorelight Underground a non-exclusive, worldwide, revocable, royalty-free license to:

- Host, stream, display, distribute, and promote your Content within and related to the Scorelight Underground Platform
- Use your Content in Scorelight Underground marketing and promotional materials (social media, newsletters, website, in-app features)

2.2

You retain full copyright and ownership of your Content. Nothing in this Agreement transfers ownership of your music to Scorelight Underground.

2.3

This license is limited strictly to in-platform functionality and promotion material and does not authorize distribution outside the Platform without your written consent.

2.4

You may revoke this license at any time by removing your Content from the Platform, subject to reasonable wind-down and archival use.

2.5

By uploading Content, you acknowledge that Scorelight Underground is not responsible for royalties to you unless explicitly agreed in a separate written agreement.

2.6

By uploading Content, you acknowledge that you are not entitled to advertising, subscription, or promotional revenue generated by the Platform unless expressly agreed to in writing.

2A. EXPANDED LICENSE SCOPE & PLATFORM RIGHTS

2A.1 Technical & Formatting Rights

You grant Scorelight Underground the right to reproduce, transcode, encode, compress, reformat, excerpt, cache, store, and create temporary copies of your Content as necessary for streaming, discovery rotation, analytics, promotional previews, and platform functionality.

2A.2 Promotional Use

You grant the Platform the right to use excerpts (up to 60 seconds), thumbnails, waveforms, titles, artist names, and associated metadata for:

- In-app promotion
- Discovery previews
- Social media promotion
- Email campaigns
- Platform marketing materials

Such use does not transfer ownership and does not constitute commercial resale of the Content.

2A.3 No Editorial Obligation

Scorelight Underground is not obligated to host, promote, rotate, distribute, or maintain any Content and may remove Content at its sole discretion for integrity, quality, legal, or operational reasons.

2A.4 License Survival for Archived Copies

Upon Content removal, reasonable archival copies may persist for backup, compliance, and legal defense purposes. Such copies will not remain publicly accessible.

2A.5 Moral Rights (Where Applicable)

To the extent permitted by applicable law, you waive any moral rights or similar rights that would prevent the Platform from exercising its licensed rights, including technical formatting or excerpting for promotional use.

2A.6 Indemnification Survival

Your indemnification obligations under Section 12 survive termination of your account and removal of Content.

3. PLATFORM PARTICIPATION & PROGRAM-BASED CORE GOVERNANCE

3.1 Platform with Program-Based Core

You acknowledge that Scorelight Underground is a digital discovery platform whose artist participation is governed by a structured, program-based core designed exclusively for underground and early-stage artists.

3.2 Governing Program Documents

Participation in Scorelight Underground is governed by the following documents, which are incorporated by reference:

- Scorelight Underground Platform Program Charter
- Scorelight Underground Artist Eligibility & Graduation Policy

These documents define:

- Participation criteria
- Measurement methodology
- Automatic program completion thresholds

3.3 Automatic Program Completion

Artists who meet the program's defined success threshold are deemed to have completed the Scorelight Underground program and become ineligible for continued participation.

Such completion:

- Is automatic and non-discretionary
- Is not punitive or disciplinary
- Does not restrict an artist's career or use of other platforms

3.4 No Post-Completion Obligations

Completion of the Scorelight Underground program does not obligate participation in any other Scorelight service or platforms, and does not limit an artist's ability to distribute, monetize, or promote their work elsewhere.

4. REPRESENTATIONS AND WARRANTIES

4.1

You represent and warrant that:

- You are the sole copyright holder or authorized licensee of the Content
- Your Content does not infringe upon the intellectual property or rights of any third party
- Any samples or third-party material are fully cleared

4.2

You accept full legal responsibility for any consequences arising from the uploading or use of your Content on the Platform.

5. UPLOAD PROOF & PROTECTION FEATURES

5.1

All uploaded files are:

- Timestamped upon submission
- Logged in the internal verification system
- Eligible for optional cryptographic file hashing (SHA-256) upon request

5.2

This data may serve as evidence of authorship and upload timing in the event of ownership disputes.

6. COPYRIGHT INFRINGEMENT & DMCA POLICY

Scorelight Underground complies with the Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512, and responds to valid notices of claimed infringement.

6.1 Designated Copyright Agent.

Notices of claimed infringement must be sent to our Designated Agent:

Copyright Agent, Scorelight Underground

Email: support@scorelightunderground.com

6.2 Filing a Takedown Notice.

A valid notice must include: (a) a physical or electronic signature of the copyright owner or authorized agent; (b) identification of the copyrighted work claimed to be infringed; (c) identification of the material claimed to be infringing and information reasonably sufficient to locate it (e.g., track title and URL); (d) your contact information (name, address, telephone, email); (e) a statement that you have a good-faith belief the use is not authorized by the copyright owner, its agent, or the law; and (f) a statement, under penalty of perjury, that the information is accurate and that you are the owner or authorized to act on the owner's behalf.

6.3 Our Response.

Upon receiving a valid notice, Scorelight Underground may remove or disable access to the material, notify the affected user, and document the claim.

6.4 Counter-Notification.

If your material was removed and you believe it was removed in error or misidentification, you may submit a counter-notification to the Designated Agent that includes: (a) your physical or electronic signature; (b) identification of the removed material and its prior location; (c) a statement, under penalty of perjury, that you have a good-faith belief the material was removed as a result of mistake or misidentification; and (d) your name, address, and telephone number, and a statement consenting to the jurisdiction of the federal district court for your address (or, if outside the U.S., the district in which Scorelight Underground may be found), and that you will accept service of process from the complaining party. If we receive a valid counter-notification, we may restore the material in 10–14 business days unless the original complainant files a court action seeking to restrain the activity.

6.5 Repeat Infringers.

Scorelight Underground will, in appropriate circumstances, suspend or terminate the accounts of users who are repeat infringers.

6.6 Misrepresentation.

Under 17 U.S.C. § 512(f), any person who knowingly materially misrepresents that material is infringing, or was removed by mistake, may be liable for damages.

7. PLATFORM USE RESTRICTIONS

7.1

You may not upload:

- Content you do not own or have rights to distribute
- Material containing uncleared samples
- Content that violates applicable laws

7.2

Scorelight Underground may enforce these Terms through technical, administrative, or legal measures.

7.3

Fraudulent activity, impersonation, manipulation of metrics, or abuse of platform features may result in immediate termination and legal action.

8. COPYRIGHT REGISTRATION & RIGHTS ORGANIZATIONS

8.1

Scorelight Underground does not register copyrights or collect royalties on your behalf.

8.2

Artists are encouraged to:

- Register works with the appropriate copyright office
- Join a Performance Rights Organization (ASCAP, BMI, SESAC, etc.)

8.3

Artists are solely responsible for rights registration and royalty collection outside the Platform.

9. FAN COUNT VISIBILITY & DISCOVERY PHILOSOPHY

- Fan counts are not publicly visible to listeners
- Uploading artists and authorized accounts may access analytics
- Discovery prioritizes quality, engagement, and merit

This protects developing artists and promotes organic growth.

9.1 Content Performance & Rotation

All accepted tracks may receive a base discovery cycle consisting of a minimum number of distributed plays as defined by the Platform's current standards.

Completion of the base discovery cycle is subject to compliance with community standards and listener experience safeguards.

The Platform reserves the right to remove or suspend content that exceeds internal negative response thresholds or violates quality and integrity standards.

9.2 Rotation Methodology

Accepted tracks may enter a structured rotational queue.

The Platform utilizes a non-repeat distribution model designed to provide equitable exposure across participating tracks within a defined discovery lane (e.g., genre, mood, or station).

Specific queue ordering, rotation mechanics, and lane architecture are proprietary and subject to modification.

9.3 Performance-Based Extensions

Following completion of the base discovery cycle, tracks may receive additional rotation extensions based on engagement metrics and internal evaluation criteria.

Such extensions:

- Are discretionary
- Are capped
- Do not guarantee continued rotation
- Do not constitute paid amplification

9.4 No Pay-for-Placement

Scorelight Underground does not offer paid discovery placement, paid amplification, or preferential treatment within its core discovery rotation system.

Sponsored content or brand integrations operate separately from the core discovery framework and do not influence rotation eligibility or graduation metrics.

10. LEGAL RESOURCES PROVIDED

Optional tools include:

- Split sheet templates
- Copyright guidance
- Sample clearance checklists

These resources are educational only and do not constitute legal advice.

11. PAYMENT PROCESSING, DATA SECURITY & FRAUD MONITORING

11.1 Payment Security

Payments are processed through PCI-compliant providers. Scorelight Underground does not store payment credentials.

11.2 Data Protection

User data is encrypted in transit and at rest. Access is restricted to authorized personnel with multi-factor authentication.

11.3 Fraud Detection

The Platform monitors abnormal behavior to protect integrity.

12. Artist Donations & Payment Processing

12.1 Third-Party Payment Processor

Scorelight Underground facilitates voluntary donations from listeners to artists through Stripe via Stripe Connect.

All payment processing services are provided exclusively by Stripe. By receiving donations, Artists agree to be bound by Stripe's Connected Account Agreement and related policies.

Scorelight Underground is not a payment processor and does not provide financial services.

12.2 No Custody of Funds

Donations made by listeners are processed directly through Stripe and are transferred to the Artist's designated Stripe account.

Scorelight Underground:

- Does not take possession of donated funds
- Does not hold funds in escrow
- Does not act as the merchant of record
- Does not control the timing of fund disbursement

All funds flow directly between the listener and the Artist via Stripe.

12.3 Fees

Artists receive 92% of each listener donation. Scorelight Underground retains an 8% platform fee, and applicable Stripe processing fees may also apply.

12.4 Artist Onboarding & Verification

To receive donations, Artists must:

- Complete Stripe onboarding
- Provide required identity verification documentation
- Submit accurate tax and banking information

Failure to maintain a valid Stripe account may result in suspension of donation functionality.

12.5 Tax Reporting & Responsibility

Artists are solely responsible for determining, reporting, and paying any applicable taxes arising from donations received through the platform.

Stripe may issue IRS Form 1099-K or other required tax documentation where applicable under federal or state law.

Scorelight Underground does not issue tax forms for donations processed through Stripe.

12.6 Chargebacks & Disputes

All payment disputes, reversals, and chargebacks are handled in accordance with Stripe's policies.

Artists acknowledge that donation amounts may be reversed or withheld due to disputes, fraud reviews, or regulatory compliance actions.

Scorelight Underground is not responsible for payment disputes initiated through Stripe.

12.7 Payment Compliance

Artists agree to comply with all applicable financial, tax, and regulatory requirements related to funds received through the platform.

Scorelight Underground reserves the right to suspend donation functionality if fraud, abuse, or regulatory concerns are identified.

13. LIMITATION OF LIABILITY & INDEMNIFICATION

Scorelight Underground is not liable for indirect, incidental, special, consequential, or punitive damages.

To the maximum extent permitted by law, Scorelight Underground's total aggregate liability arising out of or relating to the Platform or this Agreement shall not exceed the greater of (a) US \$100 or (b) the total amount you paid to Scorelight Underground in the twelve (12) months preceding the event giving rise to the claim.

You agree to indemnify and hold harmless Scorelight Underground, its affiliates, officers, and employees from claims arising from: your Content; your use of the Platform; intellectual property disputes; or your violation of these Terms.

Platform designs, systems, and code are proprietary and protected by law.

You waive the right to participate in class or representative actions.

14. MODIFICATION, ENFORCEMENT & TERMINATION

14.1

Terms may be modified at any time.

14.2

Continued use constitutes acceptance.

14.3

Users may terminate use at any time. Scorelight Underground may suspend or terminate accounts for violations.

15. MONETIZATION & REVENUE

15.1

Scorelight Underground may implement monetization models, including but not limited to:

- Artist subscriptions and tier upgrades
- Listener donations or paid memberships
- Advertising, sponsorships, or brand partnerships

15.2

Listener Donations:

- Listener donations are paid to the artist via Stripe, less an 8% Scorelight Underground platform fee and applicable Stripe processing fees. Artists receive 92% of each donation.
- Artists are solely responsible for any taxes arising from donations received through the Platform.
- Donations are voluntary contributions and are not a subscription or a purchase of music rights or ownership.

15.3

Platform-Generated Revenue:

- Unless explicitly agreed in writing, artists are not entitled to revenue generated by platform-wide subscriptions, ads, or brand promotions.

15.4

If monetization is implemented for individual artists (other than donations), revenue splits and payout terms will be clearly communicated in a separate artist agreement.

15.5

Scorelight Underground reserves the right to modify monetization models at any time. Continued use constitutes acceptance of updated terms.

15.6

Sponsored Content, Ads, & Brand Partnerships Disclaimer:

- Scorelight Underground may offer clearly labeled sponsored content, branded experiences, ads, or promotional stations operated separately from the Platform's core discovery, evaluation, and rotational systems. Such partnerships DO NOT influence AI

evaluation, discovery eligibility, rotation priority, minimum play cycles, artist progression, or graduation outcomes. Participation in any sponsored or branded experience is optional and DOES NOT confer preferential treatment within the Platform's discovery mechanisms.

16. PERFORMANCE RIGHTS & ROYALTY DISCLAIMER

16.1

Scorelight Underground does not collect or pay performance royalties on behalf of artists.

16.2

Artists are responsible for any obligations to Performance Rights Organizations (PROs), including ASCAP, BMI, SESAC, or similar organizations.

16.3

Scorelight Underground assumes no liability for any claims arising from PRO affiliations, copyright disputes, or unpaid royalties.

16.4

Scorelight Underground is a discovery and development platform. It is not a commercial music distributor, publisher, label, or collective management organization.

17. PRIVACY, DATA USE & ANALYTICS

17.1

Privacy Policy Incorporation

Use of the Platform is also governed by the Scorelight Underground Privacy Policy, which is incorporated herein by reference. By using the Platform, you consent to the collection, use, and processing of data as described therein.

17.2

Data Collection & Usage

Scorelight Underground may collect and process data including, but not limited to:

- Account information
- Uploaded content metadata
- Engagement metrics
- Platform usage analytics
- Device and technical information

Such data is used solely to operate, maintain, improve, secure, and analyze Platform performance and user experience.

17.3

Analytics & Performance Metrics

The Platform uses internal and third-party analytics tools to measure engagement, content performance, and system integrity. Metrics may be used for discovery ranking, fraud prevention, and platform optimization.

17.4

Cookies & Tracking Technologies

Scorelight Underground may use cookies, SDKs, pixels, or similar technologies to support authentication, security, analytics, and feature

functionality. Users may manage cookie preferences through their device or browser settings.

17.5

No Guarantee of Data Accuracy

Analytics, fan counts, engagement metrics, and performance indicators are provided for informational purposes only and may not be exact or error-free. Scorelight Underground makes no guarantee regarding the accuracy or completeness of such data.

17.6

Data Security & Breach Limitation

While reasonable safeguards are implemented, Scorelight Underground does not guarantee absolute security of data and shall not be liable for unauthorized access beyond its reasonable control.

17.7

International Data Processing

Users acknowledge that data may be processed and stored in jurisdictions outside their place of residence, including the United States.

17.8

Data Sharing With Affiliated Entities

Scorelight Underground operates as part of the Scorelight ecosystem. Certain aggregated, anonymized, or artist-authorized data may be shared with affiliated entities, for limited internal purposes such as:

- Artist development evaluation

- Program graduation assessment
- A&R discovery and talent identification
- Internal analytics, reporting, and ecosystem optimization

Such data sharing:

- Does not transfer ownership of Content
- Does not grant any affiliated entities any rights to an artist's music
- Does not obligate artists to enter into any agreement with any affiliated entities
- Does not permit exploitation, distribution, or monetization of Content without a separate written agreement

Personally identifiable information is shared only as necessary for legitimate business purposes and in accordance with the Privacy Policy.

17.9

Advertising, Sponsorship & Brand Analytics

Scorelight Underground may share aggregated, anonymized, and non-personally identifiable analytics with advertisers, sponsors, and brand partners for purposes including, but not limited to:

- Campaign performance measurement
- Audience reach and engagement reporting
- Platform monetization optimization

Such data does not include direct access to user accounts, personally identifiable information, private messages, or ownership rights in any uploaded Content.

Advertisers and brand partners receive insights only and do not obtain ownership, licensing, or exploitation rights to artist Content unless expressly agreed in a separate written agreement.

Scorelight Underground prohibits advertisers and brand partners from attempting to re-identify users, artists, or listeners from aggregated data or using such data for purposes outside the scope of their engagement with the Platform.

18. Platform Integrity & Automated Systems

Scorelight Underground may use automated systems, integrity scoring, behavioral analysis, and fraud detection tools to maintain platform fairness, prevent manipulation, and protect discovery integrity.

These systems may evaluate engagement patterns, account behavior, and network signals.

The Platform may use automated integrity systems to evaluate account behavior, engagement authenticity, and compliance with platform policies.

The Platform may adjust engagement weighting, invalidate fraudulent activity, or restrict accounts based on integrity assessments.

Use of the Platform constitutes acknowledgment that automated systems may influence discovery, rotation, and reward eligibility.

19. NO WARRANTY / AS-IS

The platform is provided “as is” and “as available” without warranties of any kind, express or implied.

20. FORCE MAJEURE

Scorelight Underground is not liable for failures caused by events beyond reasonable control.

21. MINIMUM AGE

Users must be at least 18 years of age to create an account or upload content to the Platform.

22. REPRESENTATION & ACKNOWLEDGMENT

By using the Platform, you acknowledge understanding and acceptance of these Terms.

We may modify these Terms at any time, continued use constitutes acceptance of the updated Terms.

23. GOVERNING LAW & DISPUTE RESOLUTION

23.1

Governing Law

- This Agreement is governed by the laws of the State of Delaware, without regard to its conflict of law provisions.

23.2

Informal Resolution Requirement

- Before initiating any arbitration or legal proceeding, the claimant must submit written notice of the dispute to Scorelight Underground at support@scorelightunderground.com, describing in reasonable detail the nature of the claim and the relief sought. The parties shall have thirty (30) days from receipt of such notice to attempt informal resolution. No arbitration or legal proceeding may be initiated until this period has expired without resolution.

23.3

Binding Arbitration

- If informal resolution fails, all disputes, claims, or controversies arising out of or relating to this Agreement, the Platform, or your participation as an Artist — including disputes regarding the validity, enforceability, or scope of this arbitration provision — shall be resolved exclusively through binding individual arbitration administered by the American Arbitration Association (AAA) under its Consumer or Commercial Arbitration Rules, as applicable, in effect at the time the claim is filed.

23.4

Arbitration Seat & Format

- Arbitration shall be conducted in Wilmington, Delaware, unless the parties mutually agree to a different location or to proceed via remote/virtual hearing. The arbitrator shall be a neutral, licensed attorney with experience in commercial or entertainment law.

23.5

Arbitrator Authority

- The arbitrator shall have exclusive authority to resolve all disputes submitted under this clause, including threshold questions of arbitrability. The arbitrator may award any relief available at law or in equity, but may not award relief that exceeds what this Agreement permits. The arbitrator's decision shall be final, binding, and enforceable in any court of competent jurisdiction.

23.6

Class Action & Collective Waiver

- TO THE FULLEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, CONSOLIDATED ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING. All claims must be brought solely on an individual basis. If this waiver is found unenforceable, the entire arbitration clause shall be null and void as to that claim only, and such claim shall proceed in court.

23.7

Cost Allocation

- Each party shall bear its own attorneys' fees and costs unless the arbitrator determines that a claim was frivolous or brought in bad faith, in which case the arbitrator may award fees and costs to the prevailing party.

23.8

One-Year Filing Limitation

- Any claim or dispute must be submitted to arbitration within one (1) year of the date the claiming party knew or reasonably should have known of the facts giving rise to the claim. Claims not submitted within this period are permanently barred.

23.9

Injunctive Relief Exception

- Nothing in this Section prevents Scorelight Underground from seeking emergency injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property, proprietary systems, platform integrity, or confidential information pending arbitration.

23.10

Severability

- If any portion of this Section is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

24. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

24.1

These Terms and Conditions, together with the Artist Upload Agreement, Billing Terms, Subscription Policy, Refund & Chargeback Policy, Privacy Policy, Community Guidelines, and any other policies referenced herein (collectively, the "Agreement"), constitute the entire agreement between you and Scorelight Underground and supersede all prior or contemporaneous understandings on their subject matter.

24.2

If there is a conflict between these documents, the following order of precedence controls, from highest to lowest, but only as to the subject matter each governs:

- (a) the Billing Terms, Subscription Policy, and Refund & Chargeback Policy — for billing, pricing, payment, donations, and subscription matters;
- (b) the Privacy Policy — for the collection, use, and disclosure of personal data;
- (c) the Artist Upload Agreement — for content upload, ownership, and licensing matters;
- (d) these Terms and Conditions — for all other matters;
- (e) the Community Guidelines and all other policies.

24.3

Where two documents address the same subject, the more specific provision controls over the more general one. A conflict does not invalidate any non-conflicting provision.

CONTACT

Email: support@scorelightunderground.com

Effective Date: May 13, 2026

Last Updated: May 13, 2026

Version: 1.0

© 2026 Scorelight Underground. All rights reserved.