

LAST UPDATE: 29/11/2024

TERMS AND CONDITIONS

INTRODUCTION

UKEAN LLC, (hereinafter "UKEAN", the "Company" or "Us") located in 14331 SW 120 ST STE 101, MIAMI, FL, 33186. US, are pleased to provide you with access to our service, subject to these terms and conditions (hereinafter "Terms of Service") and the Company's applicable Privacy Policy. By agreeing and using the Service, you express your consent, agreement and understanding of the Terms of Service and Privacy Policy.

In addition, **UKEAN** will enforce the consumer rights protection, such as the entitlement to receive quality products, entitlement to safety and indemnity, entitlement to receive information, entitlement to receive protection against misleading advertising, entitlement to complain, entitlement to choose, entitlement to equality, among others. (U.C.C. Article 2-Sales).

DEFINITIONS

- "Affiliates" means the Company and its direct and indirect parents, agents, employees, licensors, distributors, business partners, suppliers and affiliates (and each of the respective officers, directors, employees and agents of the foregoing entities).
- "Site or Platform" will be the website of **UKEAN**. [NAEKU.IO](https://naeku.io)
- "Content or Service Content" means the music, images, text and other items that you may obtain or access in digital form from the Service, whose content is owned by the Company or third-party licensors.
- "Contact Information" means the information that you provide to UKEAN through the Site to subscribe or communicate with us.
- "Privacy Policy" refers to the UKEAN Privacy Policy, which you can visit by following the link at the bottom of the **UKEAN** homepage, which may be amended, modified or revised from time to time as indicated in the terms of the Privacy Policy.
- "Service or Product" means the service provided by **UKEAN**.
- "User or Customer" means the individual or legal entity that is accessing the service provided by the Site.
- "Terms of Service" are these Terms and Conditions.
- "Gateway" is the payment platform chosen by the User or Customer within the Site.
- "Supplier or distributor" is whoever habitually, directly or indirectly, offers, supplies, distributes or commercializes products with or without profit purposes.
- "Collaborator or Collaborators": Shall be understood as the natural or legal entity to whom a User decides to assign a percentage of income in one or more Contents or products.

- “Strikes or sanctions” are punishments imposed by **UKEAN** to users who commit Infractions or Attempted Infractions, as long as they do not end with a decision to withdraw from Strike the Appeal process.
- “Appeal” consists of the process that Users or Third Parties must complete whenever they consider that an action or sanction imposed by **UKEAN** has been unfairly applied.

SERVICES

UKEAN LLC through the platform, provides services focused on the needs of the different members in the music industry, will provide digital storage or aggregation of content to digital platforms and its subsequent availability to the public, as well as additional services such as: generation of UPC codes, musical pitch, priority release, setting time of release, video storage, takedown, ISRC code generation, SmartLink creation and updates. In addition, we provide the editorial administration service, which consists in the management and payment of royalties related to copyright or composition fees in the publisher share. The digital storage or aggregation services of content to digital platforms, and its subsequent availability to the public, will be provided exclusively for musical content, as in it must have a melody, rhythm or instrumentation for the content to be eligible. Products such as podcasts, monologues or even lyrics that do not have a background melody will not be admitted on the Platform. **UKEAN** reserves for its consideration the eligibility of content consisting solely of a melody, rhythm or instrumental with no lyrical elements.

Pursuant to the terms and conditions herein, the **UKEAN** Service will enable Users to access certain features, functionalities, information and services provided by the Company, which may include, without limitation, providing Users with the ability to access and view certain audiovisual content.

The **UKEAN** Service may rely on third party owned and/or operated platforms (each, a "Third Party Platform"), or interoperate with such platforms, and may require you to register as a member or subscriber of such Third-Party Platform in order to access the **UKEAN** Service.

ALLIANCE

UKEAN, within the User Requirements Management Platform, relies on its ally YT ROCKET WORLD WIDE, a company with wide experience in this business field, for the provision of its digital storage service and subsequent provision, a service known as “distribution”, which, additionally, will oversee making royalty payments to Users.

ADMISSIBILITY

The **UKEAN** Service is not intended or directed to minors.

By using the **UKEAN** Service, the User declares, guarantees and agrees that:

1. The user is of legal age and resides in any country in which **UKEAN** makes the Service available to end users, the majority of age will depend on the jurisdiction.
2. The use of the **UKEAN** Service does not violate any applicable law, rule or regulation or any applicable terms, conditions or requirements issued.
3. The User is not included in any restricted list issued by the government of any country within the Territory. Certain functions of the **UKEAN** Service may be subject to increased age requirements and/or other requirements and restrictions. If the User is a minor in his or her country, he or she must consult these Terms and Conditions in the company of his or her parents or guardians. Your parent or guardian must accept these Terms and Conditions on your behalf and parental discretion is advised for all underage users.
4. If the User provides false, inaccurate, outdated or incomplete information, or **UKEAN** suspect that such information is false, inaccurate, outdated or incomplete, **UKEAN** will have the right to suspend or cancel registration (in whole or in part) and refuse any current or future use of the Service. **UKEAN** (or any part thereof), in our sole discretion, with or without notice, and without liability or obligation to you or any third party.

EXCLUSIVENESS

The user undertakes to have all the necessary rights with respect to their content to exploit it through the platform, therefore, they grant **UKEAN** the administration of its content as requested at all times. This right and authorization is granted exclusively for those digital music services in which the user decides to make their content available through the platform. The above means that, if the user uses the platform to make their content available on a specific digital music service, they will not be able to make the same content available on the same digital music service using a different platform.

Furthermore, in cases where: a) users have active contractual agreements signed and in force with **UKEAN** or its distribution partner YT ROCKET WORLD WIDE, or b) are pending payment or recovery by the User of sums of money delivered to the User by **UKEAN** or its distribution partner YT ROCKET WORLD WIDE, under the concept of advance payment. In any of the cases described above, it will be understood that the agreement or commercial relationship continues active, even when the User requests or performs the Takedown service described in this document, may **UKEAN** make its contents available again and continue in an ordinary manner with the execution of the agreement, until any of the above situations are regularized.

MODIFICATIONS

When using the Service, you shall be subject to any other guidelines or rules applicable to specific services and features that may be posted from time to time (the "Guidelines"). All Guidelines are incorporated by reference into these Terms of Service.

These Guidelines will apply generally on a non-discriminatory basis to all end users of the Service and may include, for example, updates, modifications and reinstallations to, among other reasons, address security, interoperability and/or performance issues.

These updates, modifications and similar operations may be made periodically or as necessary, without prior notice provided that these changes do not fundamentally modify the Service or the use of your personal data.

If we make material changes, we will notify you by posting or displaying a notice on the **UKEAN** Service and/or through other electronic means. Once we post or make them available on the **UKEAN** Service, these changes will be effective immediately and if you use the **UKEAN** Service after they come into effect, you agree to be bound by the changes.

TERMS

These Terms and Conditions, as well as any revision or modification thereof that is published, will remain in full force while the Customer uses the **UKEAN** Service. Customer may terminate use of the Service at any time, for any reason, and **UKEAN** may terminate Customer's use of the Service at any time, for any or no reason, with or without notice or explanation, and without any liability or obligation to Customer or any third party. Even after your use is terminated, your obligations under these Terms and Conditions, including, without limitation, any indemnification, warranties and limitations of liability contained herein, will remain in effect.

USER CONDUCT

Your use of the Service is subject to the following restrictions:

1. Company rules and policies.

When using the Service, you shall be subject to any other guidelines or rules applicable to specific services and features that may be posted from time to time (the "Guidelines"). All Guidelines are incorporated by reference into these Terms of Service.

These Guidelines will apply generally on a non-discriminatory basis to all end users of the Service and may include, for example, required or automatic software updates, modifications and reinstallations, and making patches available to, among other reasons, address issues. security, interoperability and/or operation. These updates, modifications and similar operations may be made periodically or as necessary, without prior notice provided that these changes do not fundamentally modify the Service or the use of your personal data.

2. Age requirement.

You must be of legal age in your country to agree to and accept these Terms of Service on your own behalf. If you are a minor, you are requested not to provide any information to the Company, whether through the use of the Service, or participation in connection with the Service, or through any other activity.

3. Prohibited conduct.

You will not use the Site to transmit, display, perform or otherwise make available messages, content or materials (i) that are illegal, obscene, threatening, mass unsolicited or "spam",

defamatory, invasive of privacy, or (ii) that violate or infringe copyrights, trademarks, patents, trade secrets and other intellectual property rights, rights of privacy or publicity, communications regulations or statutes, or any other laws, including, without limitation, laws on defamation, harassment, obscenity and pornography; (iii) that constitute political campaigns or sales or marketing solicitations or that contain computer viruses or other computer code intended to interfere with the functionality of computer systems, or (iv) that in any way harm minors. You agree not to interrupt or attempt to interrupt the operation or the Service in any way. Any violation of the provisions herein will be subject to the review and pertinent actions that the Company decides to adopt, in its sole consideration and including proceeding to the right to Terminate the Service in accordance with the provisions of the "Termination" Section of this document. Additionally, you may not use a false email address or otherwise mislead as to your identity.

4. Restriction on use related to the Site.

The Site includes security components so special rules and policies apply. You shall not attempt (or support the attempts of others) to circumvent, reverse engineer, decipher, decompile, disassemble or otherwise modify, alter or interfere with any aspect of the Site. You may not distribute, exchange, modify, sell or resell, or transmit to any other person any part of the Site, including, without limitation, any text, image or audio, for any business, commercial or public purpose. You agree not to copy, sell, distribute or otherwise transfer Site Content, except as expressly permitted herein.

The company may cancel a User's account and/or otherwise prevent or prohibit a User from accessing the **UKEAN** Service, if **UKEAN** determines, in its sole discretion, that said User has violated these Terms and Conditions. The company reserves the right to investigate and take appropriate legal action against any person who, in the sole discretion of **UKEAN**, violates, or is suspected of violating, this Section, including, without limitation, reporting it to law enforcement authorities.

FEES, ROYALTIES AND PAYMENT

1. Rates.

All aggregation prices, both for music and video, are indicated through the platform. Before finalizing the payment, all the corresponding values will be indicated. This consideration may be modified by the company without prior notice.

The company may change the established rates at any time at its discretion, in which case, if the User is not satisfied with these changes, it may terminate the relationship under the terms described in this document.

2. Royalties.

The User will receive the percentage participation, agreed in their agreement, of the net profits (deducting expenses and taxes) that the platform receives from the digital music services for the exploitation of the content. The User authorizes the deduction of the

commission percentage from the net income received by **UKEAN** through its distribution system by the DSPs.

Payment of income generated by sales will be made at the User's request, as long as the corresponding amount exceeds the corresponding minimum payment threshold for the requested payment, this will be made within ten (10) business days after the request.

The User agrees and authorizes to withhold any payment for an additional period of twenty-four (24) months in the event that such payment contains revenue or fees wholly or partially generated by fraud or contravenes the terms of use.

The User accepts and authorizes that they be deducted from the amounts corresponding to future payments, if the platform verifies that the income related to the User's content for any previous month should have been lower.

Likewise, the User acknowledges that **UKEAN** on the platform will be able to make withholdings or deductions in future payments, if it is concluded that the income generated by your content should be lower, a sales report will be generated in the months that would be affected. This determination will be made after a contingency warned by one of the DSPs, a claim from a third party or through an investigation carried out by **UKEAN**, the latter will only be advanced in cases of very high suspicion of plagiarism or infringement of third party rights, since, initially, the good faith of the Users on the platform will be presumed. The user expressly and irrevocably accepts and authorizes the collection of all income from the exploitation of its content through the platform, said collection will correspond to the income generated by the phonograms or recording masters delivered to **UKEAN** under the Platform.

UKEAN will make available to the user the corresponding invoices and receipts on the Platform, including mandatory taxes, in accordance with applicable regulations.

3. Pay.

The User must pay the amount corresponding to the service by payment through credit, debit or PayPal card, depending on the option selected at the time of purchase and according to platform availability.

The user must notify the company of any improper or fraudulent charge on the card used, by email, in the shortest period of time possible so that the company can carry out the appropriate procedures. Any payment will be subject to all applicable taxes for the case.

The Company reserves the right to change the price of the service, the commission percentage or the minimum payment threshold in the future, as changing market conditions are unpredictable.

Therefore, the User is recommended to read them carefully each time they access the platform. Furthermore, the User knows, understands and accepts that he will be solely responsible for the veracity of the billing information provided to **UKEAN** under the platform,

understanding that the omission or provision of incorrect information gives rise to sanctions by the tax authorities.

UKEAN will settle the percentage to be paid to the Users, based on the "Net Income" which will be understood as the real income of **UKEAN** from the Digital Platforms less (i) any tax, fee or other charge related to the marketing of the User Content or the transactional costs derived from making the payment to the User; and (ii) any income paid to one or more Collaborators chosen by the User through the "Shared income" function, as indicated below, if applicable. Any objection relating to any payment, accounting statement or any claim arising therefrom must be made (and any claim brought) no later than one (1) year after the date the statement is issued or payment is made, and by You hereby waive any longer statute of limitations that may be permitted by law.

Holders of any type of Naeku account can direct a portion of their earnings to any third party even if they are not a User or account holder at NAEKU (referred to herein as "Contributor(s)") by using the "Split Income or Shared" option. incomes", as indicated below. To create a split payment for a Content, you must (i) distribute the Content using any of the NAEKU account categories; and (ii) provide **UKEAN** with the email address of the Contributor(s) and the percentage of revenue each Contributor will receive. To receive a split payment as a Contributor, you must create a NAEKU account of any category, if you do not previously have one. Once a Split Income has been created, in order to receive their share of the income, each Contributor must confirm the details of their income percentage. In the event that a revenue split is not confirmed by a Contributor or is otherwise invalid, the portion of the revenue attributed to that Contributor will continue to be paid to the NAEKU account owner who ordered the split.

NAEKU account owners are solely responsible for all charges, fees, duties, taxes and levies payable in connection with the marketing of their Content through their NAEKU account, including any portion(s) of such revenue that may be paid to a Collaborator.

You are solely responsible for all charges, fees, duties, taxes and levies arising from any use of your NAEKU account by you or any other person using your account and/or as a result of any party(s) of the income that may be paid by you to a Collaborator, if applicable. **UKEAN** will not be responsible for the payment of royalties to any Collaborator or third party who has rights to any master or product distributed by You, nor is it responsible for non-compliance with these payments. You, as a User, must be responsible for one hundred percent (100%) of these settlements and payments to Collaborators or third parties, and you are the one who will assume responsibility in the event of non-compliance.

In the event that the User provides erroneous bank details, the currency exchange is not managed within the deadline or due to any failure or omission of the User, in which **UKEAN** had no influence, no transaction can be completed or payment made by **UKEAN**, the User will assume all banking costs, discounts or fees charged by the banking entity, associated with the additional transactions that must be carried out by **UKEAN**.

COPYRIGHT

1. Trade secrets and proprietary materials.

The Service contains and/or incorporates trade secrets, patented (and/or patent-pending) inventions and/or other proprietary materials and intellectual property of the Company and/or its licensors. All title and ownership rights in the Site, including without limitation the Site Content and any copies related to the Service and the content, remain the property of the Company and its licensors, as applicable. You agree to keep confidential any information contained on the Site that is not in the public domain, and not to disclose such information to third parties without the prior written approval of the Company.

Users are not authorized to attempt to reconfigure, decompose or reverse engineer the Site and/or the Service Content.

2. Copyright.

The Site Content and other works of authorship found on or forming part of the Site (collectively, the "Content") are protected by applicable copyright laws and international copyright treaties, as well as by other intellectual property laws and treaties. The Content is licensed, not sold. You may not make unauthorized copies or use any part of the Content except as specified herein and in accordance with applicable law. All title and copyright in the Content and the Service (including, without limitation, images, photographs, animations, video, audio, code, articles, text and "applets", incorporated into the Service), are the property of the Company or its affiliates. licensors.

You agree to comply with all applicable copyright protection laws in connection with your use of the Service and the Content. In addition to what is set forth in these Terms of Service, the Company may take appropriate measures to protect the copyrights in the Content.

3. Trademarks.

You may not use any of the trademarks found within the Site and the Service, except as specified herein and in accordance with applicable law. You may not copy, display or use any of the trademarks without the prior written permission of the owner.

Any unauthorized use may violate trademark laws, the laws of privacy and publicity, as well as civil or criminal laws. The marks listed below are trademarks of the Company, its direct or indirect parents, and/or its Affiliates, licensors or third-party owners. Nothing contained in the Service should be construed as granting by estoppel or otherwise any license or right to use any trademark. Please note that brands are updated periodically. Regarding questions related to any of the brands, please send your queries to the person responsible and in charge: **UKEAN LLC**, in the email info@naeku.ytrocket.com

The Site and its logo, platforms, and other trademarks used in the Service are trademarks of their respective owners.

4. Action for infringement of intellectual property rights.

If the Company receives notification alleging that You have engaged in conduct that violates any of the intellectual property rights of the Company or its Affiliates, or a third party, or reasonably suspects this, the Company may suspend, terminate accounts or terminate your access to the Service, without prior notice, at any time and especially in case of violating the strike policy defined below. If the Company acts in accordance with this Section, the Company will have no liability to you, including for any amounts you have previously paid or any credit you have on the Sites that offer the Service.

In order to handle copyright and related infringements, **UKEAN LLC** establishes the following strike policy, which may or may not be applied at its sole discretion.

Strikes Policy against Posted Content:

1. Notification: In the first case of notification or detection of infringement, we will not be radical, since we know that it is possible to make mistakes and you probably did not know the seriousness of your fault or action.

Therefore, before receiving a strike, the first measure that we will impose on Your account will be a notification sent by email and/or permanent on the Platform, every time you log in you will see it and it will remain there for thirty (30) calendar days.

However, a single non-compliance or serious violation could cause us to disable Your account, terminate our connection and delete Your content without exhausting the process, only leaving a notification, in accordance with our privacy and data policy, of the decision. in any of the contact Sites provided by you.

2. First Strike: Upon a second notice or verification of infringement, you will receive, via email provided by You and/or in Your account, a first strike that will be permanently marked and will bring the following consequences for You:

Not being able to make payment withdrawals for forty-five (45) calendar days, nor being able to make new releases of audio or video content for fifteen (15) calendar days on any of the platforms.

After these periods, services will be automatically restored, but the strike will remain and will be counted.

3. Second Strike: If a violation notice is presented again, you will not be able to perform the following actions:

You will not be able to make payment withdrawals for ninety (90) calendar days, nor will you be able to make new releases of audio or video content for thirty (30) calendar days on any of the platforms.

After these periods, the service will be automatically restored, but the strikes will remain and will be counted.

4. Third Strike: If a notice of infringement is presented again, you will receive a notification to your account and/or by email, where you will be notified of the permanent restriction to publishing new releases of audio or video content on the platform, and the termination of any commercial relationship between You and **UKEAN LLC**. The content catalog that

has already been published will remain this way, and if you wish to Takedown said contents, you must pay the rate or price established on the platform.

Strikes policy against Content in QC process:

1. **Notification:** In the first case of notification or detection of infringement, we will not be radical, since we know that it is possible to make mistakes and you probably did not know the seriousness of Your fault or action.

Therefore, before receiving a strike, the first measure that we will impose on Your account will be a notification sent by email and/or permanent on the Platform, every time you log in you will see it and it will remain there for thirty (30) calendar days.

If you disagree with this or any of the notices in this policy, you must attach a sworn appeal. For this, we suggest consulting a lawyer, since submitting a false appeal could have civil and criminal legal consequences.

However, a single non-compliance or serious violation could cause us to disable Your account, terminate our connection and delete Your content without exhausting the process, only leaving a notification, in accordance with our privacy and data policy, of the decision. in any of the contact Sites provided by you.

2. **First Strike:** Upon a second notice or confirmation of attempted infringement, you will receive a first strike via email provided by You and/or in Your account that will be permanently marked.
3. **Second Strike:** If a notice of attempted infringement is presented again, you will not be able to perform the following actions:
You may not make new releases of audio or video content for thirty (30) calendar days on any platform.
After these periods, the Services will be automatically restored, but the strikes will remain and will be counted.
4. **Third Strike:** If a notice of infringement is presented again, you will receive a notification to your account and/or by email, where you will be notified of the permanent restriction to publishing new releases of audio or video content on the platform, and the termination of any commercial relationship between You and **UKEAN LLC**. The content catalog that has already been published will remain this way, and if you wish to Takedown said contents, you must pay the rate or price established on the platform.

It should be noted that, in the event that you disagree with any notification, Strike or Sanction applied by **UKEAN LLC** may file a sworn Appeal, which must comply with the requirements of a notice of non-compliance with the Digital Millennium Copyright Act ("DMCA"), in the aforementioned appeal You must declare that you have not committed copyright infringement and attach supporting material , you must send it to the email info@naeku.ytrocket.com, during the fifteen (15) calendar days following receipt of the notification of the Strike, notification or Sanction, for this, we suggest consulting a lawyer, since filing a false appeal could have civil and criminal legal consequences. Once Your appeal has been submitted, it

will be reviewed and evaluated by **UKEAN LLC** and after fifteen (15) calendar days from the presentation of Your appeal, you will be given a resolution or response on whether to maintain or eliminate the Notification, Strike or Sanction as the case may be.

Please note that, regardless of whether you delete your infringing content, the strike or notification as the case will be applied and will remain in your account and the income generated by the infringing Content will be withheld from the moment the infringement is detected.

If there are pending amounts to be recovered for advances or advances, the catalog must be maintained until the aforementioned collection is completed. However, the contractual relationship between you and **UKEAN LLC** will be terminated.

Furthermore, in the event that your catalog has not reached the minimum payment amount established for royalties, you may choose to keep your catalog linked, until you manage to generate this minimum amount to proceed to make the payment or you must withdraw it assuming the loss. of the amounts less than the minimum that you have on the date of separation. However, the contractual relationship between you and **UKEAN LLC** will be terminated.

COPYRIGHT INFRINGEMENT

If you are a copyright owner and believe that any content on our Service infringes upon your copyrights, you may submit a Digital Millennium Copyright Act (“DMCA”) non-compliance notice by providing our Designated Agent with the following information by written (17 USC 512(c)(3) for more details):

1. A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the **UKEAN** ServiceCare covered by a single notification, a representative list of such jobs on the **UKEAN** Service.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material.
4. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and an email address.
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Written notification of the alleged infringement must be sent to the following designated agent:

1. Name of Designated Agent: CAMILA CONTRERAS BLANCO
2. Designated Agent Address: UKEAN LLC - 14331 SW 120 ST STE 101, MIAMI, FL, 33186.
3. Designated Agent [Email:info@naeku.ytrocket.com](mailto:info@naeku.ytrocket.com)

For clarity, DMCA notices should only be sent to the Designated Agent. You acknowledge and agree that if you fail to comply with all of the above requirements, your DMCA notification may not be valid.

PERSONAL INFORMATION

The company respects the privacy of the User and the use and protection of the User's personal information. In the course of using the **UKEAN** Service, the User may be asked to provide certain personal information or to **UKEAN** obtain such information from certain third parties, including Third Party Platforms. Information collection and use policies regarding the privacy of such personal information are set forth in the Privacy Policy, which is incorporated herein. We recommend that the User read the Privacy Policy and use it to make informed decisions. The User acknowledges and accepts that he is solely responsible for the accuracy and content of personal information.

ADVERTISING

From time to time, the User may choose to communicate or interact with advertisers, sponsors or promotional partners (collectively, the "Advertisers") found on or through the Service. **UKEAN** or from a hyperlinked site, service or platform, or obtain Third Party Services (as that term is defined herein) from or by them. Any such communications, interactions and participation are strictly and exclusively between you and such Advertisers and we will not be liable to you in any way in connection with any such activities or transactions (including, without limitation, any representation, warranty, covenant, contract or other terms or conditions that may exist between you and Advertisers or any goods or services that you may purchase or obtain from any Advertiser).

THIRD PARTY PLATFORMS, SERVICES AND CONTENT

The Service may contain links to third-party websites and online services that are not owned by **UKEAN** nor are they under their control. Third party websites, content, data, information, applications, platforms, goods, services or materials, including Third Party Platforms (collectively, the "Third Party Services") do not constitute an endorsement by **UKEAN** nor do they incur any obligation or responsibility.

UKEAN does not verify, endorse, or have any responsibility for Third Party Services or the business practices of third parties (including, without limitation, their privacy policies), regardless of whether the logos, brands, names and/or sponsorship or other identification of the Service of **UKEAN** appear on Third Party Services.

Any third-party websites, content, data, information, applications, platforms, goods, services or materials do not constitute an endorsement by **UKEAN** and assumes no responsibility for such websites and online services.

CATEGORIES

Platform Users may enter the platform through any of the following categories:

	SISTEMA DE DISTRIBUCIÓN MUSICAL	DISTRIBUYE TU MÚSICA CON  NAEKU	POWERED BY 
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GoldenShark (Pioneers)

Description: Category that is assigned only to users who have had their music distributed before the launch of the platform, that is, before redirecting the distribution service of the YT Rocket platform.

No user can ever be GoldenShark again. Regardless of your contract or whether you already meet the criteria to be a RedShark or BlackShark, you will remain Golden. If you meet one of these criteria, you will be given the treatment you require internally.

Each of these Users has a personalized and private agreement and will not have to pay for distribution and UPC services. Yes, you will have to pay for other additional services.

If the user leaves, they lose the Golden category forever; if they return, they enter as Blue, or in the applicable category.

Requirements: Be an early adopter of YT Rocket.

Benefits: Single category, lifetime elimination of basic distribution payment + UPC (as long as it is not withdrawn) *.

BlueShark Freemium

Description: These are the basic users, those who enter our platform for the first time, without having previously created an account or when, even though they have an account, it is inactive, that is, at least one (1) product has never been distributed through of the aforementioned account and begin their process. The BlueShark Freemium user will have the benefit of obtaining the free services of: Standard Shipping, UPC, Simple Delivery, Album Delivery and other additional services may be purchased at an additional charge. It is the level at which our new users begin to distribute on the platform as long as their first distribution is made after March 5, 2024, in cases where they do not meet the Red or Black criteria and also, when be completely new or inactive Users on the platform.

If a user is going to start distributing on the platform and has special characteristics, the case is analyzed, and another category is assigned.

Requirements: Create an account on the Platform or have it previously and make your first distribution on or after March 5, 2024.

Benefits: Get the free services of: Standard Shipping, UPC, Simple Delivery, Album Delivery.

BlueShark

Description: These are the basic users, those who enter our platform before February 5, 2024, and begin their process. The BlueShark user pays for all services and has no additional benefits, maintaining a percentage commission in favor of **UKEAN LLC** lower than that applied to BlueShark Freemium type Users. It is the level that everyone starts at when distributing on the platform and does not meet the Red or Black criteria. If a user is going to start distributing on the platform and has special characteristics, the case is analyzed, and another category is assigned.

Requirements: Create an account on the Platform and make your first distribution.

Benefits: There are no extra benefits in this category.

Additionally, we would like to remind you that, if you are a BlueShark type User who enters with special configuration and conditions, you must comply with the following stages of our contract policy, in order to maintain your benefits:

Contract policy:

Once it has been defined by the **UKEAN LLC** team that your account will have special configuration and benefits, the following steps will be taken to formalize Your contractual relationship through a License Agreement for Digital Storage and Making Available:

1. Your contract will be sent to you within a maximum period of four (4) business days in accordance with the agreed conditions and benefits, which must be signed by both Parties through the electronic signature platform that **UKEAN LLC** has on the date of subscription.
2. Once the aforementioned agreement is sent, you will have ten (10) business days to make comments, requests for modifications to your data or sign it.
If you require modifications to your contract, this period will be counted from the next business day from the date of sending the final version of the agreement.
3. Please note that, if you do not sign the agreement within the deadline, you will lose your benefits, which will be reflected in your account after five (5) business days, counted from the next business day after the deadline expires.

In the event that, once the stages of this Policy have been exhausted, you wish to obtain special conditions or benefits in your account again, you must start the validation process again with the commercial team in charge.

RedShark

Description: Intermediate category assigned when the user's average income in the last 6 months is greater than USD 100/month. It is always subject to analysis by the YT Rocket team and the change is not automatic; The user must agree and accept the change in all cases. In addition, RedSharks are offered a personalized agreement in which their percentage of net income can range from 80% to 70%, but they would no longer have to pay for basic distribution concepts or for any additional services.

Requirements: Minimum of 5 tracks in the last year through the platform, income greater than USD 100 per month in the last six months and accept a change of category and minimum permanence clause.

Benefits: Access to advances according to our policy, the platform will advance up to 3 months of your average income, elimination of payments for basic and additional distribution, YouTube Site management and semi-annual monitoring meeting.

BlackShark

Description: This is the highest category of the Platform, it is where high-level/mainstream artists are found and, in most cases, it will be the one assigned to users with income equal to or greater than USD 3,000 per month and a very good performance. from their catalog or latest releases in the different DSP's. The BlackSharks are offered an agreement in which they obtain a percentage of the net income that can

be 80% to 70% depending on the agreement reached, but they will not have to pay for basic distribution concepts or for any services. additional.

Requirements: Minimum of 5 tracks in the last year through the Platform, Income greater than USD 3,000 per month in the last six months and accept change and agreement with a minimum permanence clause.

Benefits: Free covers by 2heart, three (3) free expectation pieces by 2heart, two (2) free promotional pieces by 2heart, YT Rocket YouTube Site management, access to advance payments according to our policy, the platform will advance up to three (3) months of your average income, personalized support and advice, and quarterly follow-up meeting.

ASSIGNMENTS

These Terms and Conditions, as well as all rights, licenses and privileges granted herein, may not be transferred or assigned by the User, but may be assigned or transferred by **UKEAN** without restrictions and without prior notice.

INDEMNITY

You agree to defend, indemnify and hold harmless the Company from and against any and all claims, losses, damages, liabilities, deficiencies, judgments, liens, fines, costs and other expenses (including reasonable attorneys' fees) arising from arising out of or in connection with your use of the Service, or any breach by you of these Terms of Service, and you agree to reimburse the Company, upon request, for any losses, costs or expenses incurred incur because of it.

DISCLAIMER AND LIMITATION OF LIABILITY

UKEAN does not make any commitment or guarantee regarding the following: a) the content provided through the service b) the specific characteristics of the service or its accuracy, reliability, availability or ability to meet your needs c) that it will be accessible in the service at any content you submit. All content provided, as well as its term, validity, use and exploitation are under the full responsibility of the User.

UKEAN will not be liable for any loss of profits, revenue, business opportunities, goodwill or anticipated savings; loss or corruption of data; indirect or consequential loss; punitive damages caused by the following:

1. Errors, mistakes or inaccuracies in the service.
2. Personal injury or property damage resulting from your use of the service.
3. Any unauthorized access to or use of the Service.
4. Any interruption or cessation of service.
5. Any virus or malicious code transmitted by any third party to or through the Service.
6. Any content submitted by a user, including your use of the content.
7. The removal or non-availability of content.

UKEAN reserves the right to suspend or terminate your registration, either partially or totally, and to refuse any and all current or future use of the UKEAN Service (or any part thereof), at our sole discretion,

with or without notice, and without liability to you or any third party, if the content provided through the service fails to comply with any of the conditions set forth in these Terms and Conditions.

APPLICABLE LAW, MISCELLANEOUS (GUARANTEES)

These Terms and Conditions, together with our Privacy Policy, and any other regulations, procedures and policies to which we refer, and which are incorporated by reference, contain the entire understanding and agreement between you and **UKEAN** in connection with the Service and its use, and supersede all prior or inconsistent understandings related thereto.

If any provision of these Terms and Conditions of Use is held to be illegal, invalid or unenforceable, this will not affect the remaining provisions and they will be deemed modified to the extent necessary to make them legal, valid and enforceable.

These Terms of Use and your use of the Service are governed by, construed and enforced in accordance with the internal substantive laws of the State of Florida.

ADDITIONAL SERVICES ANNEXES

This Additional Services Annex is an integral part of the Additional Terms and Conditions under which **UKEAN** the platform offers the portfolio of Additional Services, aimed at better positioning of the Content in the different DSPs. By subscribing to any of the Additional Services indicated below, the User will be subject to the terms and conditions of this annex.

1. General Conditions of Additional Services.

UKEAN will have on the Platform the specification of all the Additional Services for the User's consultation, and may modify, add or eliminate all or part of them at any time, without the Company being obliged to recognize any value in favor of the User, even if the User is an active customer of any of the additional Services and the elimination of the specific Service will mean its interruption.

The prices of each Additional Service will be available on the Platform for User consultation. In no case do the Services indicated here guarantee the achievement of fixed metrics in favor of the User, so the management of **UKEAN** in each specific case will be a means and not a result. In any case, the Additional Services will seek to provide premium functionalities to the User seeking to meet their needs and in some cases, try to achieve greater exposure of the User Content to the global DSP User audience; However, the Payment Terms in favor of the User will be the same contemplated in the Specific Terms of Service, for which the Company, through the Additional Services, will make its best efforts to increase the net profit margin, and likewise, the percentage of profit in favor of the User.

2. UPC Code Generation

Through this Service, **UKEAN** offers the User the generation of a UPC code (Universal Product Code) essential for the unequivocal identification of the Content, in case the User does not have said code(s) at the time of registering on the Platform.

3. Musical Pitch

It is the intermediation process aimed at ensuring that DSPs highlight User Content in special sections of the different On-Demand Platforms or in playlists of each DSP. As a general rule, except for the specific configuration that each DSP gives to its playlists, the Musical Pitch Service seeks to increase the probability that the User Content, or part of it, can be included in prominent sections of the DSPs by the editorial team that determines its composition.

Without prejudice to the foregoing, the User acknowledges and accepts that the acquisition of this additional service does not imply that **UKEAN** is obliged to guarantee the increase of metrics and/or consumption of User Content in the DSPs.

It should be noted that carrying out a musical Pitch does not guarantee that the Content will be featured or included in a playlist or playlist. Likewise, it is very important to do so, because failure to do so will nullify the possibility of obtaining the aforementioned inclusion or highlights.

4. Priority shipping

It is an optional service that **UKEAN** offers which consists of allowing the User to complete their aggregation process in shorter times than usual, with the purpose of providing the public with access to the different products more quickly.

5. Release at a specific time

Through this functionality the User can modify the standard or predetermined launch time established by **UKEAN**, selecting in a personalized way the time in which your product will be available to the public.

6. Update service:

This functionality provided by **UKEAN**, it is designed for those Users of the Platform who require modifications, additions or changes in any of the steps of the form completed in the Aggregation process for any of its products, provided that this update is carried out after launch, that is, after completing the aggregation process.

7. Takedown Service:

This service provided by **UKEAN** will be provided whenever the User decides to withdraw any of their products from platforms or migrate to another company, the service may be provided as long as the User in their personalized agreement does not have a term of permanence, active and current contract or has balances. or sums of money pending payment or recovery in favor of UKEAN or its distribution partner.

8. SmartLinks:

This functionality provided by **UKEAN** consists of allowing the User to create Smart Links or intelligent links that direct the User's audience to the different musical platforms, according to their preference. The User may only create Smart Link to products or tracks that have been previously published.