

USER TERMS AND CONDITIONS

1. INTRODUCTION

These Terms and Conditions apply for your use of the Platform and the Services provided by MasterExchange AB, a Swedish limited liability company with registered address BOX 107, 182 05 Djursholm, Sweden and with company registration number 559360-7681 ("MasterExchange") and constitutes the agreement between you and MasterExchange. Note that the [Privacy Policy](#) constitutes an integral part of the Terms and Conditions.

By accessing the Platform or by creating an account on the Platform, you (the "User") will get access to the Platform and the Services. In order to use the Services, you must first read and accept to adhere to, as may be amended from time to time, these Terms and Conditions.

2. DEFINITIONS

"Agreement" shall mean these Terms and Conditions.

"Catalog" shall refer to a collection of music rights and related assets owned by the Catalog Owner.

"Catalog Owner" shall mean the legal entity or individual owning the master rights to the music tracks and related assets within a Catalog.

"Content" shall mean any documents, data, or information uploaded, submitted or otherwise provided in the Data Room.

"Data Room" shall mean the secure digital space on the Platform where Users can upload, store, and manage documents, data, and information related to their music assets.

"Platform" shall mean the online platform operated by MasterExchange and available on <https://www.pointsowl.com/>.

"Privacy Policy" shall mean the [Privacy Policy of MasterExchange](#), as may be amended from time to time.

"Services" shall mean the web-based tools and applications provided by MasterExchange that enable Users to manage Catalogs, accessible via the Platform or any other application offered by MasterExchange.

3. ELIGIBILITY AND ACCOUNT CREATION

To be eligible for registration of an account, you must be at least eighteen (18) years old and have legal capacity under the laws of the jurisdiction of your residency. You may not be subject to any guardianship or similar limitation in terms of your legal capacity.

4. THE PLATFORM

The Platform is a comprehensive, web-based ecosystem designed for Users to manage, analyze, and track Catalogs. The Services provide Users access to tools that organize their Catalog(s), enable the creation of sub-catalogs, and provide Users the possibility to prepare and offer Catalog(s) for sale.

By providing Content in the Data Room, the User represents and warrants that they have the right and authority to provide such Content.

MasterExchange shall take all reasonable measures to ensure the security and confidentiality of the Content provided in the Data Room. Access to the Data Room, including the Content, shall be limited to the User and third parties approved by the User. Users are responsible for ensuring that the information they provide is accurate, complete, and up-to-date.

All Content provided in the Data Room will be handled in accordance with MasterExchange's Privacy Policy.

5. PERSONAL DATA

MasterExchange handles your personal data in accordance with the General Data Protection Regulation (commonly known as "GDPR"), which regulates how personal data should be processed. GDPR aims to protect people from their personal information being treated abusively or otherwise inappropriate.

MasterExchange saves information provided by you when you register as a User, and information provided by you in connection with completion and/or updating of information.

For more information on the handling of personal data, please see [MasterExchange's Privacy Policy](#).

6. INTELLECTUAL PROPERTY

The Services are legally protected, including copyrights, trademarks, service marks, patents, trade secrets, and other rights and nothing in the Terms and Conditions shall be interpreted as a transfer of any such intellectual property to you.

7. AMENDMENTS

These Terms and Conditions are in place until further notice, and to the date you or MasterExchange choose to terminate the Agreement. Due to commercial reasons, regulatory changes and authority requirements, and/or security reasons,

MasterExchange may change these Terms and Conditions from time to time. Such an update will be communicated to you either via e-mail or by notification through the Platform.

Already existing Users are bound by the amended terms 14 days after notification and publishing on the Platform.

If a User does not approve the amended terms, the User should terminate the agreement within 14 days of the amended terms being published on the Platform or after the notice via e-mail.

Any valuation of the Catalog(s) and the corresponding music assets in connection with the Services, is solely an estimate and may deviate significantly from the actual market price.

You agree not to hold MasterExchange or any third-party provider liable for any possible claim for damages arising from any decision you make based on information on the Service.

8. LIMITATION OF LIABILITY

MasterExchange makes no warranties or representations regarding the Content, information, calculations, or anything else presented on the Platform. The User acknowledges and agrees that the use of the Services is at their own risk and that they are responsible for maintaining appropriate backup of their Content and data.

Unless for our gross negligence or willful misconduct, MasterExchange or its directors, employees, contractors, or partners are not liable for any damages, including but not limited to, loss of money, goodwill, data, or other intangible losses as a consequence of you using the Services.

9. COMPLAINTS AND GOVERNING LAWS

Swedish law is applicable to these Terms and Conditions. However, these Terms and Conditions do not limit any consumer rights to which you may be entitled to under mandatory consumer protection law of the country in which you reside.

If you are dissatisfied with the Services offered by MasterExchange, you must submit your complaint and any claim for compensation to MasterExchange

If you cannot reach an agreement with us or are not satisfied with the resolution of your query, you may refer to an Alternative Dispute Resolution (ADR) entity. Please note that you can file a complaint with The National Board for Consumer Disputes (ARN, Allmänna Reklamationsnämnden):

Website: <https://www.arn.se>,

E-mail address: arn@arn.se, and

Postal address: ARN, Box 174, 101 23, Stockholm Sverige.

You can also bring the complaint to the European Online Dispute Resolution (ODR) platform which is provided by the European Commission as an access to quality

dispute resolution tools. The ODR platform is not connected to any trader and can be used in all EU languages. The detailed information and access to the platform can be found here:

<https://ec.europa.eu/consumers/odr/main/?event=main.complaints.screeningphase>

10. FORCE MAJEURE AND MATERIAL CHANGES

MasterExchange assumes no liability or responsibility for failures in providing the Services if they are caused by an event outside MasterExchange's control. These events include, but are not limited to i) weather conditions such as earthquakes, tidal waves, floods, or fire, ii) war, an epidemic or pandemic, hostilities, invasion, embargo, revolution, civil war, riot, strikes, lockouts, acts or threats of terrorism or commotion, iii) failures of systems, public or private telecommunication networks, communication lines, software, hardware or other equipment of the Services or any third-party service provider, or iv) third party force majeure. In case of any event such as these, MasterExchange will notify the User, as soon as possible under the circumstances of the event, of what suitable arrangements we decide to implement.

11. TERMINATION OF THE SERVICE AND ACCOUNT CLOSURE

MasterExchange reserves the right to, in its sole and absolute discretion and without advance notice, change, suspend, restrict, or terminate any aspect, Content, or feature of the Services.

If you breach any provision of these Terms and Conditions or we have a reasonable ground to suspect that you have breached them, MasterExchange reserves the right to refuse your registration and to suspend or close your account. MasterExchange will automatically close your account if:

1. you, in conjunction with the opening of an account, provided incorrect information about yourself, or upon request by MasterExchange do not provide documentation substantiating the information submitted during registration; and/or
2. you breach the rules in the Terms and Conditions.

Users who wish to close their accounts may do so by contacting MasterExchange at **support@masterexchange.com**.

12. CONTACT INFORMATION

If you have any questions about these Terms and Conditions or any other queries, please contact MasterExchange at **support@masterexchange.com**.