

SYNCLAT LIMITED

TERMS AND CONDITIONS OF PLATFORM USE

Effective Date: 24/03/2026 Version 1.0

These Terms and Conditions ("Terms") govern access to and use of the Synclat platform (the "Platform"), operated by Synclat Limited, a company registered in England and Wales (the "Company"). By accessing, registering on, or using the Platform in any capacity, you ("User") agree to be bound by these Terms in full. If you do not agree, you must not access or use the Platform.

These Terms apply to all Users of the Platform, including but not limited to rights holders, music supervisors, licensees, catalogue administrators, and any other individuals or entities granted access. Role-specific obligations, where applicable, are addressed within these Terms. Separate commercial agreements, including Rights Holder Agreements and Licensing Agreements, may supplement but do not replace these Terms.

1. Definitions

"Account" means the registered user account created to access the Platform.

"Catalogue" means the collection of musical works and recordings made available through the Platform by or on behalf of a rights holder.

"Confidential Information" means any information disclosed by one party to another in connection with the Platform that is designated as confidential or that a reasonable person would understand to be confidential, including but not limited to catalogue data, pricing, deal terms, platform features, user activity, and business strategies.

"Content" means any musical works, sound recordings, metadata, images, text, or other materials uploaded to or made available through the Platform.

"Intellectual Property" means all patents, copyrights, trademarks, trade secrets, database rights, and any other intellectual property rights, whether registered or unregistered.

"Licensee" means any User who accesses the Platform for the purpose of discovering, evaluating, or licensing musical works for use in audiovisual or other media.

"Metadata" means all descriptive, technical, and rights-related information associated with a musical work or recording, including but not limited to mood, BPM, genre, sub-genre, ISRC, UPC, IPI, lyrics, producer credits, and explicit content flags.

"Platform" means the Synclat technology platform, including all software, interfaces, tools, databases, and services operated by the Company.

"Platform Communications" means all messaging, chat, and communication features provided within the Platform.

"Rights Holder" means any User who submits Content to the Platform and holds or is authorised to exercise rights over such Content.

"User" means any individual or entity that accesses or uses the Platform in any capacity.

2. Eligibility and Account Registration

2.1 The Platform is available only to individuals who are at least 18 years of age and to entities that are duly organised and validly existing under the laws of their respective jurisdictions.

2.2 Each User must create an Account to access Platform functionality. Users are responsible for maintaining the confidentiality of their login credentials and are liable for all activity that occurs under their Account.

2.3 Users must provide accurate, current, and complete information during registration and maintain the accuracy of such information throughout the term of use.

2.4 The Company reserves the right to suspend or terminate any Account where information provided is found to be inaccurate, incomplete, or fraudulent.

2.5 As a condition of platform access, Users may be required to complete identity verification and know-your-customer ("KYC") procedures in accordance with applicable anti-money laundering legislation, including but not limited to the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (UK MLR 2017) and the Proceeds of Crime Act 2002 (POCA). Failure to complete required verification may result in restricted access or account suspension.

3. Platform Licence

3.1 Subject to compliance with these Terms, the Company grants each User a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform solely for its intended purpose.

3.2 This licence does not convey any ownership interest in the Platform, its technology, its design, or any proprietary systems, including but not limited to the Company's discovery engine, metadata enrichment tools, or licensing infrastructure.

3.3 Users shall not, and shall not permit any third party to:

- (a) Copy, modify, adapt, reverse-engineer, decompile, or disassemble any part of the Platform;
- (b) Use the Platform to develop a competing product or service;
- (c) Sublicence, lease, rent, or otherwise transfer access to the Platform;
- (d) Remove, obscure, or alter any proprietary notices on the Platform;
- (e) Use automated tools, bots, scrapers, or similar technology to access Platform data without prior written consent from the Company.

4. Acceptable Use

4.1 All Users agree to use the Platform in a lawful, ethical, and professional manner. The following conduct is strictly prohibited:

- (f) Uploading, transmitting, or distributing any Content that infringes upon the Intellectual Property rights of any third party;
- (g) Engaging in any fraudulent, misleading, or deceptive activity;

- (h) Circumventing, or attempting to circumvent, the Platform to negotiate or conclude licensing transactions directly with any party originally discovered or introduced through the Platform;
- (i) Interfering with or disrupting the Platform, its servers, or connected networks;
- (j) Harvesting, collecting, or storing personal data of other Users without their explicit consent;
- (k) Using the Platform for any purpose not expressly authorised by these Terms or by the Company.

4.2 The anti-circumvention obligation in clause 4.1(c) survives termination of the User's Account and continues for a period of thirty-six (36) months following the date of last access to the Platform.

5. Platform Communication Policies

5.1 All negotiations, discussions, and communications relating to the discovery, evaluation, and licensing of Content must be conducted exclusively through Platform Communications. Users shall not move or attempt to move negotiations off the Platform.

5.2 Users are strictly prohibited from sharing the following personal or contact information through Platform Communications:

- (l) Personal or business email addresses;
- (m) Telephone numbers, mobile numbers, or messaging application identifiers (including but not limited to WhatsApp, Telegram, Signal, or similar);
- (n) Physical addresses, postal addresses, or location details beyond what is required for legitimate licensing purposes;
- (o) Social media handles, profile links, or any other contact information intended to facilitate communication outside the Platform.

5.3 By using the Platform, Users expressly consent to the Company monitoring, reviewing, and analysing Platform Communications for the purposes of enforcing these Terms, preventing fraud, ensuring compliance with applicable law, and maintaining the integrity of the licensing process. Communications that contain prohibited personal information may be flagged, redacted, or removed at the Company's discretion. The Company's monitoring activities shall be conducted in accordance with its Privacy Policy and applicable data protection legislation.

5.4 Users acknowledge that the requirement to keep communications on the Platform exists to protect all parties, ensure an auditable record of negotiations, and maintain the integrity of the licensing process.

5.5 Repeated or deliberate violations of this clause may result in immediate suspension or termination of the User's Account without prior notice.

6. File Sharing

6.1 The Platform may provide functionality for Users to share files, documents, and materials in connection with licensing transactions and catalogue management. All file sharing must be conducted exclusively through the Platform's designated file-sharing tools.

6.2 Users shall not share files through external channels (including email attachments, cloud storage links, or third-party file transfer services) where such files relate to Content, licensing negotiations, or transactions originated through the Platform.

6.3 Users are solely responsible for all files they upload or share through the Platform and warrant that:

- (p) They have the legal right to share such files;
- (q) The files do not contain malicious code, viruses, or any material designed to disrupt or damage the Platform or other Users' systems;
- (r) The files do not infringe upon the Intellectual Property or privacy rights of any third party;
- (s) The files comply with all applicable laws and regulations.

6.4 The Company reserves the right to scan, review, restrict, or remove any files shared through the Platform that violate these Terms or pose a security risk.

6.5 Files shared through the Platform remain the property of the uploading User. The Company shall not use, distribute, or commercialise shared files for any purpose other than facilitating the intended Platform transaction.

6.6 The Company accepts no liability for the content, accuracy, or legality of files shared between Users. Users rely on shared files at their own risk and are encouraged to conduct independent verification where appropriate.

7. Content and Metadata

7.1 Rights Holders who submit Content to the Platform are solely responsible for ensuring that all submitted works comply with the Company's published metadata specifications and content standards.

7.2 All Content submissions must meet the Company's mandatory metadata requirements, which include but are not limited to: mood, BPM, tempo, key, genre and sub-genre (normalised), lyrics (where applicable), explicit content flag, producer credits, featured artist credits, and applicable identifiers (ISRC, UPC, IPI). The Company reserves the right to update these requirements from time to time.

7.3 The Company reserves the absolute right to reject, remove, or suspend any Content that:

- (t) Fails to meet published metadata specifications;
- (u) Contains incomplete, inaccurate, or misleading metadata;
- (v) Includes unlicensed samples or unauthorised third-party material;
- (w) Violates applicable laws, regulations, or these Terms.

7.4 Submission of Content to the Platform does not transfer ownership of such Content to the Company. Rights Holders retain full ownership of their musical works and sound recordings at all times.

7.5 The Company shall not resell, commercialise, or make available any Content or Metadata to third parties outside the Platform for purposes unrelated to the facilitation of synchronisation licensing, without the Rights Holder's prior written consent.

8. Intellectual Property

8.1 All Intellectual Property in the Platform, including its design, technology, algorithms, branding, documentation, and proprietary systems (including the discovery engine and metadata enrichment tools), remains the exclusive property of the Company.

8.2 All Intellectual Property in Content submitted by Rights Holders remains the property of the respective Rights Holder. By submitting Content, Rights Holders grant the Company a limited, non-exclusive licence to display, index, catalogue, and make such Content searchable and presentable to potential Licensees within the Platform, solely for the purpose of facilitating synchronisation licensing.

8.3 Licensees acknowledge that all Content accessible through the Platform is protected by copyright and other Intellectual Property rights. Access to Content through the Platform does not confer any right to use, reproduce, distribute, or publicly perform such Content outside the terms of a duly executed licence agreement.

8.4 No User may use the Company's name, trademarks, or branding without prior written consent.

9. Confidentiality

9.1 All Users agree to maintain the confidentiality of Confidential Information received through or in connection with the Platform.

9.2 Confidential Information shall not be disclosed to any third party without the prior written consent of the disclosing party, except:

- (x) Where required by law, regulation, or order of a court or regulatory authority of competent jurisdiction;
- (y) To professional advisors who are bound by equivalent confidentiality obligations;
- (z) Where the information has become publicly available through no fault of the receiving party.

9.3 The obligations of confidentiality shall survive termination of the User's Account and these Terms for a period of three (3) years.

9.4 Confidential Information includes, without limitation: licensing terms, pricing structures, catalogue availability, deal flow, platform features not publicly announced, and any information marked or reasonably understood to be confidential.

10. Data Protection and Privacy

10.1 The Company processes personal data in accordance with applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

10.2 By creating an Account, Users consent to the collection, processing, and storage of personal data as described in the Company's Privacy Policy, which is incorporated into these Terms by reference.

10.3 The Company shall implement appropriate technical and organisational measures to protect personal data against unauthorised access, loss, or destruction.

10.4 Users are responsible for ensuring that any personal data they provide to the Company is accurate and lawfully obtained.

10.5 The Company shall make its Privacy Policy available on its website at all times. The Privacy Policy shall be published and accessible prior to the commencement of any data processing activities. Users are encouraged to review the Privacy Policy before creating an Account.

11. Content Removal and Disputes

11.1 Where the Company receives a bona fide claim from a third party alleging that Content available on the Platform infringes that third party's Intellectual Property rights, the Company may, at its sole discretion:

- (aa) Temporarily suspend access to the disputed Content pending investigation;
- (bb) Require the relevant Rights Holder to provide evidence of valid ownership or authorisation;
- (cc) Permanently remove the Content if the dispute is not satisfactorily resolved within a reasonable timeframe.

11.2 The Company shall notify the affected Rights Holder promptly upon receipt of any such claim and shall provide a reasonable opportunity to respond.

11.3 The Company shall not be liable for any losses arising from the temporary or permanent removal of Content pursuant to this clause.

12. Indemnification

12.1 Each User agrees to indemnify, defend, and hold harmless the Company, its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- (dd) The User's breach of these Terms;
- (ee) The User's use of the Platform;
- (ff) Any Content submitted by the User, including but not limited to claims of Intellectual Property infringement, rights disputes, or inaccurate metadata;
- (gg) Any misrepresentation made by the User regarding their authority, identity, or ownership of Content.

12.2 This indemnification obligation survives termination of the User's Account and these Terms.

13. Limitation of Liability

13.1 To the maximum extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of data, or loss of business opportunity, arising out of or in connection with the use of the Platform.

13.2 The Company's total aggregate liability to any User under or in connection with these Terms shall not exceed the greater of: (a) the total fees paid by or on behalf of that User to the

Company in the twelve (12) months preceding the event giving rise to the claim; or (b) five hundred pounds sterling (GBP 500).

13.3 Nothing in these Terms excludes or limits the Company's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

13.4 The Platform is provided on an "as is" and "as available" basis. The Company makes no warranties, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

14. Term and Termination

14.1 These Terms take effect upon Account creation and remain in force until terminated by either party.

14.2 A User may terminate their Account at any time by providing thirty (30) days' written notice to the Company.

14.3 The Company may suspend or terminate a User's Account immediately and without prior notice if:

- (hh) The User breaches any material provision of these Terms;
- (ii) The User engages in conduct that is harmful to the Platform, other Users, or the Company's reputation;
- (jj) The User fails to complete required KYC or identity verification procedures;
- (kk) Continued access would expose the Company to legal or regulatory risk.

14.4 Upon termination, the User's access to the Platform shall cease immediately. Any existing licensing agreements facilitated through the Platform prior to termination shall continue to be governed by their own terms.

14.5 The following provisions survive termination: Platform Communication Policies (Clause 5), Confidentiality (Clause 9), Intellectual Property (Clause 8), Indemnification (Clause 12), Limitation of Liability (Clause 13), Anti-Circumvention (Clause 4.2), Governing Law and Jurisdiction (Clause 17), and any other provision that by its nature is intended to survive.

15. Modifications to Terms

15.1 The Company reserves the right to modify these Terms at any time. Users will be notified of material changes no fewer than thirty (30) days before such changes take effect.

15.2 If a User does not agree with a material modification, they may terminate their Account before the modification takes effect by providing written notice to the Company.

15.3 Continued use of the Platform after the effective date of a modification constitutes acceptance of the modified Terms.

15.4 Non-material changes, such as corrections of typographical errors or clarifications that do not alter User obligations, may take effect immediately.

16. Platform Availability and Maintenance

16.1 The Company shall use commercially reasonable efforts to maintain the availability of the Platform but does not guarantee uninterrupted access.

16.2 The Company may suspend access to the Platform, in whole or in part, for maintenance, upgrades, or security purposes. Where practicable, the Company shall provide reasonable advance notice of scheduled downtime.

16.3 The Company shall not be liable for any losses arising from the unavailability of the Platform, whether due to scheduled maintenance, technical failure, or force majeure events.

17. Governing Law and Jurisdiction

17.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales.

17.2 Before commencing any court proceedings (other than applications for interim or injunctive relief), the parties shall attempt in good faith to resolve the dispute through direct negotiation. The party raising the dispute shall provide written notice to the other party setting out the nature of the dispute and the relief sought. The parties shall have thirty (30) days from receipt of such notice to reach a resolution. If the dispute is not resolved within that period, either party may commence proceedings in accordance with clause 17.3.

17.3 Subject to clause 17.2, any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

17.4 Nothing in this clause prevents either party from seeking interim or injunctive relief in any court of competent jurisdiction where necessary to protect its rights.

18. Force Majeure

18.1 The Company shall not be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from circumstances beyond the Company's reasonable control, including but not limited to natural disasters, acts of war or terrorism, pandemics, government actions, power failures, or internet outages.

19. Severability

19.1 If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, such provision shall be severed from these Terms and the remaining provisions shall continue in full force and effect.

20. Entire Agreement

20.1 These Terms, together with the Privacy Policy and any applicable commercial agreements (including Rights Holder Agreements and Licensing Agreements), constitute the entire agreement between the User and the Company in relation to the use of the Platform.

20.2 These Terms supersede all prior representations, negotiations, understandings, and communications, whether oral or written, relating to the subject matter herein.

21. Waiver

21.1 No failure or delay by the Company in exercising any right, power, or remedy under these Terms shall operate as a waiver of that right, power, or remedy. A waiver of any provision shall not be construed as a waiver of any subsequent breach of the same or any other provision.

22. Notices

22.1 All notices under these Terms shall be in writing and delivered to the email address associated with the User's Account or, in the case of notices to the Company, to the address specified on the Company's website.

22.2 Notices shall be deemed received on the date of delivery if sent by email, provided no delivery failure notification is received.

23. Assignment

23.1 Users may not assign or transfer their rights or obligations under these Terms without the prior written consent of the Company.

23.2 The Company may assign or transfer its rights and obligations under these Terms to any successor entity, affiliate, or acquirer without the User's consent, provided that such assignment does not materially diminish the User's rights under these Terms.

24. Contact

24.1 For questions, concerns, or notices relating to these Terms, Users may contact the Company at:

Synclat Limited

Email: contact@synclat.com

Registered Address: 28a Whittington Road, London N22 8YD