

DIGITAL DISTRIBUTION AGREEMENT

DISTROZI LLC

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United States

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Support: support@distrozi.com

In addition to the general Terms of Service ("TOS"), the following additional terms and conditions ("Distribution Terms") apply to your use of the Distrozi LLC Distribution Service ("Distribution Service"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the applicable TOS. If you do not agree to these Distribution Terms, do not use the Distribution Service.

1. Description of Service

The Distribution Service enables artists, labels, rights holders, and content owners to digitally distribute music, recordings, music videos, and related content to Digital Service Providers ("DSPs"), including but not limited to Spotify, Apple Music, YouTube Music, Amazon Music, TikTok, Facebook, Instagram, Deezer, Tidal, Pandora, Audiomack, SoundCloud, and other current or future DSP partners.

You must maintain an active account on the Distrozi LLC platform to access and use the Distribution Service.

Additional information regarding available services, territories, delivery options, monetization programs, reporting tools, and dashboard features may be displayed within your account dashboard or on the Distrozi LLC website.

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2. Defined Terms

"Album Release" means the Digital Distribution of multiple Recordings as a single album, EP, compilation, or similar package.

"Digital Distribution" means the digital delivery, sublicensing, sale, streaming, transmission, public performance, communication to the public, download, cloud storage, social media distribution, or other exploitation of Recordings through DSPs.

"Recording(s)" means sound recordings, audiovisual recordings, music videos, metadata, artwork, lyrics, copyrights, trademarks, graphics, logos, and all materials submitted for distribution.

"Release(s)" means a Single Release, Album Release, Music Video Release, or any other content package submitted for distribution.

"DSP(s)" means any digital service provider, streaming service, social media platform, content platform, UGC platform, or third-party distribution partner used by Distrozi LLC.

"Sales Income" means net revenue actually received by Distrozi LLC from DSPs and distribution partners after applicable deductions.

3. Submission of Materials and Ownership

All Recordings and Release information must be submitted through the Distrozi LLC dashboard or through another method approved by Distrozi LLC.

You retain full ownership of all master recordings, compositions, artwork, trademarks, metadata, and other intellectual property submitted through the platform.

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Distrozi LLC does not acquire ownership of your content.

You are solely responsible for securing all rights, licenses, permissions, clearances, approvals, publishing rights, neighboring rights, performer rights, sample clearances, and other authorizations necessary for distribution and monetization.

You shall remain solely responsible for all royalties and payments owed to artists, producers, composers, publishers, collecting societies, and third parties.

4. Authorization

You grant Distrozi LLC a non-exclusive worldwide license to:

4.1

Reproduce, convert, encode, store, host, and technically process Recordings.

4.2

Digitally distribute, sublicense, transmit, stream, publicly perform, display, communicate, sell, and otherwise exploit Recordings.

4.3

Display artwork, metadata, artist names, label names, lyrics, logos, trademarks, biographies, and promotional materials.

4.4

Promote, advertise, market, and publicize Releases.

4.5

Collect revenue generated from Digital Distribution.

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4.6

Create previews, clips, promotional excerpts, and marketing assets.

4.7

Authorize DSPs and service providers to exercise these rights.

5. Distribution Service

5.1

Distrozi LLC will use commercially reasonable efforts to distribute approved content to selected DSPs.

5.2

Distrozi LLC reserves the right to reject, suspend, remove, delay, or discontinue any Release at its sole discretion.

5.3

Distrozi LLC may provide ISRCs, UPCs, catalog numbers, and other identifiers.

5.4

Distrozi LLC may add or remove DSPs at any time without liability.

5.5

Distribution remains subject to DSP requirements, technical standards, and platform policies.

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6. Free Standard Distribution Service

Distrozi LLC provides standard digital music distribution services free of charge.

No annual fees, subscription fees, standard delivery fees, takedown fees, reinstatement fees, or maintenance fees apply to standard distribution services unless otherwise agreed in writing.

7. Premium Services

Certain optional services may require separate fees, including but not limited to:

- VEVO Distribution
- VEVO Channel Creation
- Custom Marketing Campaigns
- Promotional Placements
- Priority Support
- Rights Management Services
- Custom DSP Services

Applicable fees may be displayed on the Distrozi website, dashboard, invoice, proposal, service order, or separate written agreement.

8. Sales Income and Payments

8.1

Distrozi LLC will account to you for your applicable share of Sales Income actually received by Distrozi LLC from DSPs and distribution partners. The applicable revenue share percentage shall be determined by the account plan, dashboard settings, service order, application form, or separate written agreement between the parties.

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8.2

Sales Income shall mean net revenue actually received after applicable deductions including:

- Payment Processing Fees
- Banking Charges
- Currency Conversion Costs
- Taxes
- Refunds
- Chargebacks
- DSP Adjustments
- Fraud Deductions

8.3

Royalty reports shall be made available through the Distrozi dashboard when received and processed.

8.4

Distrozi LLC is not responsible for reporting delays, missing data, currency fluctuations, or DSP errors.

9. Fraud Prevention

You agree not to use:

- Artificial Streaming
- Bots
- Stream Farms
- Click Farms
- Fake Accounts
- Fraudulent Playlist Services
- Unauthorized Promotion Methods

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Distrozi LLC may withhold earnings, remove content, suspend accounts, or terminate services where fraudulent activity is suspected.

10. Content ID and Rights Management

Where available, Distrozi LLC may provide:

- YouTube Content ID
- Facebook Rights Manager
- Instagram Rights Manager
- TikTok Rights Management
- Other UGC Monetization Services

Eligibility is subject to platform requirements and ownership verification.

11. Takedowns and Termination

You may request content removal through the Distrozi dashboard.

Distrozi LLC may remove content immediately where:

- Copyright disputes exist
- Fraud is suspected
- DSP policies are violated
- Legal claims are received

12. Representations and Warranties

You represent and warrant that:

- You own or control all necessary rights.
- Your content is lawful.
- Your content does not infringe third-party rights.
- All information submitted is accurate.

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13. Indemnification

You agree to indemnify and hold harmless Distrozi LLC, its owners, affiliates, officers, employees, contractors, DSPs, and service providers from all claims, damages, losses, liabilities, costs, and legal expenses arising from your content or activities.

14. Limitation of Liability

Distrozi LLC shall not be liable for:

- DSP decisions
- DSP removals
- Reporting delays
- Revenue fluctuations
- Playlist placement decisions
- Search rankings
- Monetization approvals

To the maximum extent permitted by law, Distrozi LLC's total liability shall not exceed the amount actually paid to you during the six (6) months preceding the claim.

15. Confidentiality

Both parties shall keep confidential all non-public business, financial, royalty, reporting, dashboard, and contractual information received from the other party.

16. Taxes

You are solely responsible for all taxes, duties, levies, assessments, and reporting obligations arising from your use of the Distribution Service.

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17. Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of Wyoming, United States.

Any dispute shall be resolved in Wyoming, United States.

18. Entire Agreement

These Distribution Terms, together with the applicable Terms of Service and any written agreements between the parties, constitute the entire agreement relating to the Distribution Service.

**BY USING THE DISTROZI LLC DISTRIBUTION SERVICE, YOU
ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED
TO THESE DISTRIBUTION TERMS.**