

GENERAL TERMS AND CONDITIONS - USER AGREEMENT

Welcome and thank you for visiting www.rvltoo.com (the “**Website**”) and your interest in using the service it offers (the “**Service**”).

1. Agreement

The use of the Website and Service is governed by the general terms and conditions set out below (the “**General Terms and Conditions**”). Please read them carefully. If you disagree with these General Terms and Conditions, you should not use the Website or the Service.

By using the Website and/or the Service you (“**you**” or “**User**”, including “**Talent**” or “**Fan**” as the case may be) agree to the General Terms and Conditions without any limitation, condition or qualification and thereby into a legally binding contract with Rvltoo FZ-LLC, with its offices at 1st floor, Boutique Office No. 07 – Dubai Media City, Dubai, United Arab Emirates, License No.: 94150 (“**Rvltoo**” or “**we**” or “**us**”) which is the operator of the Website and Service. The contract so formed (the “**User Agreement**”) sets out the terms, conditions and respective rights and obligations of Rvltoo and you with respect to the use of the Website and Service which shall be governed by these General Terms and Conditions and our privacy policy (available at: [www.rvltoo.com/termsandconditions www.rvltoo.com/privacypolicy], the “**Privacy Policy**”) which is incorporated into the User Agreement by reference.

We reserve the right to modify the Website and Service and/or to amend these General Terms and Conditions at any time without prior notice, by posting updated or new version at the Website. It is your responsibility to learn about any changes and updates made to the Website and Service and/or these General Terms and Conditions since your continued use of the Website and Service following the posting of any changes will be deemed to constitute your unconditional acceptance of all changes.

2. Use of the Website

Rvltoo grants you a non-exclusive, non-transferable, limited, revocable-at-will right to access, use and display the Website and the materials thereon in consideration for your agreement to these General Terms and Conditions. Except as the User Agreement provide otherwise, your use of the Website within the framework of the license granted hereby shall be solely for personal purposes and not for any commercial activity.

Copyright © Rvltoo FZ-LLC. All rights reserved.

StampTDeals, StampedDeals, StampTDealt, StampedDealt, StampDealing, TrueFans and Rvltoo and their respective logos, trademarks and service marks are property of Rvltoo.com. All other trademarks, service marks and logos used in this Website are the trademarks, service marks or logos of their respective owners.

3. Registration, Password and Your Information

You are responsible for maintaining the confidentiality of your log-in information and password. You should take appropriate precautions to avoid unwanted disclosure of your password to any third party. You are responsible for all uses of your User ID, whether or not authorized by you, including any violations of relevant laws and any infringements on third party rights caused by any Talent Content or other content or communications provided or transmitted using his/her User ID. You agree to immediately notify Rvltoo.com of any unauthorized use of your registration or password.

You represent and warrant that all information which you provided to Rvltoo during the registration process is true and accurate and you agree to promptly update such information whenever it should become untrue, inaccurate or outdated.

By registering on the Website, you also represent and warrant that you are eighteen (18) years of age or older or that you have the permission of your parents or legal guardian to do so. We do not provide services to minors who do not have the permission and supervision of a parent or legal guardian. If you are a minor and do not have the permission of a parent or legal guardian, please do not register and do not provide other website visitors with any personal information.

In addition to the terms and conditions of our Privacy Policy, you understand and agree that Rvltoo may disclose to third parties, on an anonymous basis, certain aggregate information contained in your registration application. Rvltoo will not disclose to any third party your name, address, email address or telephone number without your prior consent, except to the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant. Rvltoo reserves the right to offer third party

services and products to you based on the preferences that you identify in your registration and at any time thereafter; such offers may be made by Rvltoo or by third parties.

4. Permitted and Prohibited Uses

The contents of this Website, such as text, graphics, images, logos, button icons, software and other content, including their particular compilation, including all Talent Content (as defined below) (collectively, the "**Website Content**") are protected under applicable intellectual property protection laws as the property of Rvltoo or its content suppliers which may include Talents (as the case may be). You agree to abide by, and retain, all copyright, trademark, servicemark and other proprietary notices posted on the Website and not to reproduce, display, publicly perform, distribute or otherwise use the Website Content in any way for any public or commercial purpose. You are not permitted to copy or adapt the HTML code that Rvltoo creates to generate any Website Content.

The Website may be used only for lawful purposes by individuals seeking to promote creative works or to share in deals with talents. No User may use the Website or upload, download, display, perform, transmit, distribute, store or destroy any material, including, without limitation, Website Content:

- (a) in violation of any applicable law or regulation, in particular, to commit a criminal offense or to encourage others to engage in any conduct which would constitute a criminal offense or give rise to civil liability or otherwise violate any applicable local, state, national or foreign law or regulation;
- (b) in a manner that infringes on the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others;
- (c) that infringes on or undermines the rights of a fan or talent or prevents a fan or talent from performing, conducting or completing any obligation or responsibility of the fan or talent. In particular, a User may not delete or revise any material or content posted by Rvltoo or any other User;
- (d) that is defamatory, libelous, obscene, threatening, abusive, hateful or embarrassing to another user or any other person or entity;
- (e) to violate or attempt to alter, damage, violate the integrity or security of, interrupt the functionality of, or in any way interfere with, the Website or the hardware or software of Rvltoo or any other person who accesses the Website;
- (f) advertise, send unsolicited information or advertising or otherwise solicit any sales, purchase, business or funds;
- (g) impersonate another person or claim a relationship with or represent any business, association or other organization with which you are not authorized to claim such a relationship or represent; or
- (h) to collect or store personal data and information about others.

Integrity and security: With respect to section 4.(e) above, Users are not allowed to, or attempt to, in particular, without limitation:

- (i) access data not intended for such User or logging into a server or account which the User is not authorized to access;
- (ii) aggregate, copy or duplicate in any manner any of the Website Content, or to frame or link to any of the Website Content;
- (iii) decipher, decompile, disassemble or reverse engineer any of the software comprised or in any way making up a part of the Website or involved in the performance of the Service;
- (iv) probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- (v) interfere with service to any user, host or network, including, without limitation, by means of uploading any virus, computer code, files or programs which are harmful to hardware or software, overloading, "flooding", "spamming", "mailbombing" or "crashing";
- (vi) forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting; or (vii) use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website other than the search engine and search agents made available by us or other than generally available third party web browsers.

Violations of system or network security may result in civil or criminal liability.

Any hyperlinks contained in any of your content or communications (including a chat message thread) posted by you on the Website will be disabled.

Rvltoo reserves the right to monitor any content that you provide or activity you perform on the Website, but shall not be obliged to do so. Upon detection of activity or content which, in our opinion, violates the User Agreement or any applicable laws or regulations, Rvltoo reserves the right (but assumes no obligation) to: (a) delete, move or edit any content that violates the User Agreement or intellectual property rights of third parties; (b) terminate, suspend and/or block your access to and use of the Website and the Service; and/or (c) refer the matter to relevant law enforcement authorities.

5. No Responsibility of Rvltoo for Talent Content

- (a) “**Talent Content**” means any original, creative content authored by a registered User of the Website which is posted, uploaded, displayed, performed, transmitted or otherwise distributed or made available on the Website or through the Service by such User (referred to as a “**Talent**”) for the appreciation and voting by other Users (referred to as a “**Fans**”).
- (b) Rvltoo acts as a passive conduit for the online distribution and publication of Talent Content and is not to be considered to be an employer, agent or representative of, or in any way directing, any Talent. Because user authentication on the internet is difficult, Rvltoo cannot and does not verify whether each Talent is who they claim to be.
- (c) Rvltoo has no duty of care towards Users to screen or censor the Talent Content and does not do so unless instructed to do so by competent law enforcement authorities. As a result, Rvltoo has no control over the legality, non-infringement, truthfulness, accuracy, quality, safety or appropriateness of any Talent Content and assumes no responsibility for Talent Content.
- (d) Rvltoo does not represent or warrant the truthfulness, accuracy, merchantability, fitness for purpose, non-infringement or reliability of any Talent Content posted by any Talent, nor does Rvltoo endorse any opinions expressed by any Talent on the Website.
- (e) If notified by any User of a Talent Content which allegedly does not conform to the User Agreement, Rvltoo may investigate the allegation and determine in good faith and its sole discretion whether to remove or request the removal of the concerned Talent Content. Rvltoo assumes no liability or responsibility to Users for performance or nonperformance of such measures.

6. User Termination and Indemnity

Rvltoo reserves the right block access to the Website and the Service and/or to terminate or suspend the accounts of any Fans and Talents who violate the User Agreement or whose conduct Rvltoo reasonably considers to be unlawful or harmful to others. Rvltoo reserves the right to take these actions at any time, in its sole discretion, with or without notice, and without any liability to the User who is so suspended, terminated or whose access is blocked.

You agree to defend, indemnify, and hold harmless Rvltoo, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your violation of the User Agreement or from any of your representations or warranties made hereunder proving to be untrue or inaccurate. You agree to cooperate fully in the defense of any claim or action brought against Rvltoo if the result thereof may result in your obligation to indemnify Rvltoo under the User Agreement.

7. Sharing of Talent Content and Voting by Fans

(a) Responsibility for Talent Content

“**Talent Content**” means any original, creative content authored by a registered User of the Website which is posted, uploaded, displayed, performed, transmitted or otherwise distributed or made available on the Website or through the Service (for the purposes of the User Agreement, all such methods being included in the expression “**to share**” and derivations thereof) by such User (referred to as a “**Talent**”) for the appreciation and voting by other Users (referred to as a “**Fans**”).

Each Talent all Talent Content they share on the Website or through the Service, including its form, content, accuracy, regulatory compliance, etc., and consequences of posting it on the Website. A Talent must not, and agrees not to, post, upload, display, perform, transmit or otherwise distribute or make available any Talent Content on the Website or through the Service in violation of any applicable provision of the User Agreement.

(b) Talent Content License

By sharing any Talent Content on, to or through the Website or Service, you grant to Rvltoo, its affiliates, officers, directors, employees, consultants, agents, and representatives a non-exclusive, irrevocable, perpetual, royalty-free, freely transferable and sub-licensable license to use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, reformat or incorporate it in other works in any form, media or technology, now known or later developed, any Talent Content in connection with the operation of the Website and provision of the Service.

You agree that Rvltoo may publish or otherwise disclose your name in connection with your Talent Content.

In relation to all Talent Content, you hereby represent, warrant and covenant that:

- (i) you are the rightful owner of the Talent Content or are otherwise authorized to post, distribute, display, perform, transmit or otherwise distribute relevant Talent Content;
- (ii) the use of the Talent Content on the Website and in the Service pursuant to the license granted hereunder will not infringe on the rights or protected interests of any third party (such as, without limitation, any third party's patents, copyrights, trademarks or other intellectual property or proprietary rights);
- (iii) you do, and will continue to, obey the law and to respect the intellectual property rights of others;
- (iv) diligently defend your interest in the Talent Content against third parties and diligently prosecute all violators of the intellectual property rights therein in order to ensure the right of Rvltoo to peacefully use, enjoy and exploit the Talent Content licensed hereunder. In particular, you may not agree to grant any waiver, forbearance or non-objection to any third party which uses the Talent Content in violation of your intellectual property rights or license or in violation of the license to the same granted to Rvltoo hereunder if it may affect the continuance of the license granted hereunder in its original scope or which may otherwise adversely affect Rvltoo; and
- (v) you agree to diligently defend, indemnify and hold Rvltoo harmless, against any demand, claim, action, suit or proceeding instituted by a third party against Rvltoo on the grounds that use of the User Content on the Website or in the Service infringes on the intellectual property right(s) or other right(s) of that third party.

(c) Talent's Undertaking to Share Income with Rvltoo and Fans

- (i) (1) Each Talent undertakes and covenants with (2) Rvltoo and (3) other Users who follow and respond to the Talent's Talent Content using the Service (such Users being referred to as "**Fans**" and each a "**Fan**") and who fulfill the requirements described below to share certain future income of the Talent in accordance with the provisions of this section 7.(c).
- (ii) If the Talent enters into an agreement for any exploitation of the Talent's creative work in consideration of a compensation (such as, without limitation, a recording contract, a publishing contract, exhibition or performance license, etc.) with a third party following the Talent's use of the Website or the Service to share any of its Talent Content (the "**Qualifying Contract**") as such Qualifying Contract will be determined by Rvltoo, the Talent shall immediately notify Rvltoo of its making and undertakes to report the gross income derived from the Qualifying Contract (the "**Talent Income**") as soon as he/she becomes entitled to earn it, notwithstanding that such Talent Income has not yet been paid. Rvltoo does not represent or warrant, and has no obligation to ensure, that each participating Talent becomes eligible to any Talent Income.
- (iii) In consideration of their contribution to the promotion of the Talent and his/her Talent Content, which the Talent fully acknowledges and recognizes, the Talent agrees to share with and pay to:
 - (1) the first-in-time twenty percent (20%) of Fans who voted for such Talent by posting a StampTDeal (together "**Eligible Fans**" and each an "**Eligible Fan**"): twenty percent (20%) of the Talent Income, in equal proportion to each such Eligible Fan; and
 - (2) Rvltoo: five percent (5%) of the Talent Income, (together, the "**Talent Income Share**").
- (iv) Eligible Fans will be determined exclusively by Rvltoo using data from the Website and

Service. Each User hereby agrees, whether a Talent or Fan, that he/she shall have no right to participate in any manner whatsoever in the process of determination of Eligible Fans and unconditionally and irrevocably agrees to accept Rvltoo's decision as to determination of Eligible Fans as being final and not challengeable by any means of review. If the actual identity of any Eligible Fan is, in the reasonable opinion of Rvltoo, insufficiently verified, Rvltoo shall have the right to disqualify such unverified person and exclude him/her from the pool of Eligible Users.

- (v) Within thirty (30) days of receiving compensation constituting Talent Income, the Talent undertakes to pay the sum of Talent Income Share in accordance with subsection 7.(c)(iii) above (or a monetary equivalent thereof in case the compensation constituting the Talent Income is not paid entirely in money) to Rvltoo.
 - (vi) The amount payable to any particular Eligible Fan will be determined by Rvltoo based on the Talent Income reported and paid by the Talent to Rvltoo. Within thirty (30) days of receiving the Talent Income Share in full, Rvltoo undertakes to place applicable transfer orders to distribute to each Eligible Fan its proportion of the Talent Income Share. Each Fan is solely responsible to bear and pay all bank charges in connection with the remittance and receipt of any amounts as Fan's income under subsection 7.(c)(iii) above.
 - (vii) Notwithstanding any provision in the User Agreement, Rvltoo assumes no responsibility or liability (whether as a principal, surety or guarantor) to any Eligible Fan or any person for the consequences of the violation of the User Agreement by a Talent, such as, without limitation, if the Talent misreports the Talent Income or refuses to pay the Talent Income Share to Rvltoo.
 - (viii) Each Fan is solely responsible to bear and pay any and all taxes, withholdings, imposts, levies, duties, social security and/or public health insurance contributions and other forms of income deductions, whether present or future, of any nature that may be imposed on the Fan's income under subsection 7.(c)(iii) above by any taxing authority having jurisdiction over the Fan by reason of nationality, domicile, residence or otherwise. Payment to Fan shall be made, where relevant, subject to withholding of such taxes, withholdings, imposts, levies, duties, social security and/or public health insurance contributions and other forms of income deductions which may be required under the laws of the United Arab Emirates with respect to taxation of such income at its source.
 - (ix) Rvltoo may, from time to time, and at its sole discretion, reward the fans with bonuses including, without limitation, StampTDeals and value points.
- (d) Undertaking to appoint Rvltoo as Talent's Agent

Each Talent undertakes and covenants with Rvltoo that upon achieving ten (10) StampTDeals such Talent will enter into a separate agreement with Rvltoo in order to appoint Rvltoo (or its nominee) as the sole and exclusive agent representing the Talent in discussions, negotiations and conclusion of agreements for any exploitation of the Talent's creative work in consideration of a compensation (such as, without limitation, a recording contract, a publishing contract, exhibition or performance license, etc.), and agrees not to appoint any third party in the same or substantially similar engagement.

8. Rvltoo's Representations and Warranties

The Website, Service and all Website Content are provided on an "as-is" basis. To the fullest extent permitted by law, Rvltoo makes no, and disclaims any, representation or warranty, express or implied, concerning, without limitation, the accuracy, adequacy, completeness, merchantability, fitness for purpose, non-infringement or otherwise of any Website Content.

The use of the Website, Service and all Website Content, including any reliance thereon, is at your own risk.

Rvltoo does not warrant that the Website or Service will operate error-free or that the Website (or servers on which it is hosted) is free of computer viruses or other harmful software.

Rvltoo does not warrant and makes no claims that the Website Content or Talent Content may be lawfully viewed or accessed in the jurisdiction in which you are located or from which you may be accessing it. Access to the Website Content or Talent Content may not be legal by certain persons or in certain countries. You are solely responsible for compliance with the laws of your jurisdiction.

9. Limitation of Rvltoo's Liability

Without prejudice to other conditions of the User Agreement and without waiving any Rvltoo's right to the defenses, waivers and releases contained herein, in the event that you successfully pursue a claim against Rvltoo, you hereby acknowledge and agree that Rvltoo's aggregate maximum liability to you for any and all claims arising out of or in connection with the use of the Website, the Service or any Website Content is limited to the amount of USD 100 (one hundred United States Dollars).

In no event shall Rvltoo (or its officers, directors, employees and agents) be liable for any incidental, indirect, special, punitive, exemplary, or consequential damages, arising out of your use of or inability to use the Website, including without limitation, loss of revenue or anticipated profits, loss of goodwill, loss of business, loss of data, computer failure or malfunction, or any other damages, resulting from or in any way connected with the use or inability to use the Website or Website Content, whether based on warranty, contract, tort or any other theory of recovery.

This provision is not reciprocal and does not preclude Rvltoo from seeking and being awarded against you the maximum allowable recovery for violations of the User Agreement and/or any intellectual property rights of Rvltoo.

10. User-to-User Disputes

Each User assumes all risks associated with dealing with Talents and other Users with whom they may come in contact through the Website or the Service. Because we cannot control the behavior of Users or be involved in UsertoUser (or Fans or Talent) dealings, in the event that you have a dispute with one or more other User(s) (including any Talent(s)), you release Rvltoo (and its officers, directors, employees and agents) from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

11. Notice of Alleged Copyright Infringement

If you believe that your copyrighted work has been uploaded, posted or copied to this Website and is accessible through the Service in a way that constitutes copyright infringement, please notify us by providing our designated copyright agent with the following information:

- (i) physical or electronic signature of either the copyright owner or of a person authorized to act on the owner's behalf;
- (ii) a description of the copyrighted work you claim has been infringed, and a description of the activity that you claim to be infringing;
- (iii) identification of the URL or other specific location on this web site where the material or activity you claim to be infringing is located or is occurring (you must include enough information to allow us to locate the material or the activity);
- (iv) your name, address, telephone number and, if you have one, your email address;
- (v) a statement by you that you have a good faith belief that use on the web site of the copyrighted work in the manner you are complaining of is not authorized by the copyright owner, any agent of the copyright owner, or the law; and

- (vi) a statement by you, made under penalty of perjury, that the information you have provided in your notice is accurate and that you are either the copyright owner or are authorized to act on behalf of the copyright owner.

We have designated the following contact for notices of claims of copyright infringement on our web site or questions regarding these terms and conditions of use, our privacy policy or any other concerns:

By mail: UAE,Dubai,Dubai Internet City, In5 tech, building 14. Mohammed Alturkistani, Rvltoo.

By email: mt@rvltoo.com

12. Website and Service Feedback

We appreciate hearing from our customers and welcome your comments regarding the Website and Service. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, inventions or materials other than those which we have specifically requested. While we do value your feedback on our services, please be specific in your comments regarding our services and do not submit creative ideas, inventions, suggestions or materials. If, despite our request, you send us creative suggestions, ideas, drawings, concepts, inventions or other information (collectively the "**Submission**"), the Submission shall be the property of Rvltoo. None of the Submission shall be subject to any obligation of confidence on our part and we shall not be liable for any use or disclosure of any Submission. Rvltoo shall own exclusively all now known or later discovered rights to the Submission and shall be entitled to unrestricted use of the Submission for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person who submitted the Submission.

13. No License

Nothing in the User Agreement shall be construed as granting you a license to use any of the copyright, trademarks, service marks or logos owned by Rvltoo or by any third party.

14. Rights Cumulative

No right or remedy herein conferred upon or reserved to Rvltoo is intended to be exclusive of any other right or remedy, whether under the User Agreement or applicable laws, and each and every right and remedy shall be without prejudice and in addition to any other right or remedy given under the User Agreement or now or hereafter legally existing.

15. Severability; No Waiver

If any provision of the User Agreement is found to be invalid or unenforceable by any court having competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of the User Agreement which shall remain in full force and effect.

No waiver of any breach of any provision of the User Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

16. Governing Law and Dispute Resolution

The User Agreement and any dispute or claim arising out of or in connection with them shall be governed by, and construed in accordance with the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates (without regard to their rules or principles of conflict of laws).

You hereby agree to irrevocably submit to the exclusive jurisdiction of the competent courts in Dubai, United Arab Emirates to hear and determine any suit, action or proceeding arising out of or in connection with the User Agreement.

Notwithstanding the foregoing, Rvltoo reserves the right to bring any action against you under this Agreement in any other court which has jurisdiction over you (including, for clarity, a court located in any other country).