

## SCHEDULE OF ADDITIONAL TERMS OF SERVICE FOR SOCIALIVE SERVICES

**IMPORTANT- READ CAREFULLY: BY ACCESSING OR USING OUR SERVICES, WHETHER AS A PAID CUSTOMER OR FREE USER, ON BEHALF OF YOURSELF AND/OR YOUR COMPANY, YOU ARE EXPRESSLY AGREEING TO BE BOUND BY AND ACCEPT THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE OUR SERVICES, INCLUDING WITHOUT LIMITATION, ANY OF OUR MOBILE APPLICATIONS. YOU ARE ENCOURAGED TO PRINT OR DOWNLOAD THESE TERMS AND TO REGULARLY CHECK THIS WEBSITE TO OBTAIN TIMELY NOTICE OF ANY CHANGES TO TERMS, WHICH MAY OCCUR FROM TIME TO TIME AND AT ANY TIME WITHOUT NOTICE.**

PGi is an authorized reseller of Rockstar Music, Inc. dba Socialive ("Socialive") video content creation and live streaming platform for business with certain related applications including a content creation studio, video player, mobile app for live streaming and recording content, library and other integrations with third party platforms and services (collectively with associated services, the "Socialive Platform" or the "Service"). By using the Services, Customer agrees to the following Additional Terms of Service for Socialive Platform" or the "Services (these "Terms"). When you create a Socialive account or use the Socialive Platform, these Terms govern your use of the Socialive Platform or Services and you agree to these Terms.

### **THE SOCIALIVE SERVICE**

We agree to provide you with the Service. The Service includes only those products, features, applications, services, technologies, and software available at the plan type selected. The Service is made up of the following aspects:

1. Offering personalized opportunities to create, connect, communicate, broadcast, store, and otherwise share video and other media content.
2. Socialive developing and using technologies that help it consistently serve its customers.
3. Providing consistent and seamless experiences across other integrated broadcast platforms.
  - a. Socialive also provides ways to interact across a wide array of streaming platforms that you may or may not use, and have designed systems to achieve a seamless and consistent experience across the integrated products.
4. Ensuring a stable infrastructure for the Socialive service.
  - b. To provide our global Service, we must store and transfer data across systems around the world, including outside of your country of residence.
5. Research and innovation.
  - c. Socialive uses the information it has to study iys Service and collaborate with others on research to make its Service better and continually improve the experience of our customers.

### **REQUIREMENTS**

By accepting these Terms and using the Service, you agree to the following requirements:

1. Age requirements
  - a. This Service is available for individuals aged 13 years or older. If you are 13 or older but under the age of 18, you should review these terms and conditions with your parent or guardian to make sure that you and your parent or guardian understand these terms and conditions.
2. Legal Requirements
  - a. You must not be prohibited from receiving any aspect of our service under applicable laws or engaging in related services if you are on an applicable denied party list.
  - b. We must not have previously disabled your account for violation of law or any of our policies.
  - c. You must not be a convicted sex offender.

### **RESTRICTIONS, LIMITATIONS, AND PERMISSIONS**

By accepting these Terms and using the Service, you agree to the following Requirements, Restrictions, Limitations, and Permissions:

1. Limitations on use
  - a. You can't impersonate others or provide inaccurate information.
  - b. You can't do anything unlawful, misleading, or fraudulent or for an illegal or unauthorized purpose.
  - c. You can't violate (or help or encourage others to violate) these Terms or our policies, or other Socialive policies referenced herein
  - d. You can't do anything to interfere with or impair the intended operation of the Service.
  - e. You can't attempt to access or collect information in unauthorized ways.
  - f. You can't attempt to buy, sell, or transfer any aspect of your account without express written consent.
  - g. You cannot solicit, collect, or use login credentials of other users.
  - h. You can't post private or confidential information or do anything that violates someone else's rights, including intellectual property.
2. Permissions you grant us, necessary to provide the Service
  - a. We do not claim ownership of your content, but you grant us a license to use it.
    - i. We do not claim ownership of your content that you post on or through the Service. Instead, when you share, post, or upload content that is covered by intellectual property rights on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content on behalf of you (consistent with your privacy and application settings).

- ii. You can end this license anytime by deleting your content or account. However, content may continue to appear if you shared it with others through our 3rd party integrations.
  - b. You agree that we can download and install updates to the Service on your device.
3. Account Information
  - a. You agree to provide accurate, current, and complete information required to register with the Service and at other points as may be required in the course of using the Service ("Registration Data"). You further agree to maintain and update your Registration Data as required to keep it accurate, current, and complete.
  - b. You agree that Socialive may store and use the Registration Data you provide for use in maintaining your accounts.
4. Content Monitoring
  - a. Socialive has the right, but not the obligation, to monitor any information and materials submitted or posted by you or otherwise available on the Service, to investigate any reported or apparent violation of this Agreement, and to take any action that Socialive in its sole discretion deems appropriate.

## **CONTENT REMOVAL & ACCOUNT TERMINATION**

By agreeing to these Terms you agree that Socialive may (upon reasonable written notice), at its sole discretion, remove content and/or terminate customer accounts to the extent legally allowed, reasons for content removal and account termination include but are not limited to:

1. Content Removal
  - a. We can remove any content or information you share on the Service if we believe that it violates these Terms of Service, our policies, or we are required by law.
  - b. Content you delete may persist for a limited period of time in backup copies and will still be visible where others have shared it.
  - c. We may, at our discretion, remove content from the service if deemed offensive, indecent, objectionable, or are required to do so by law.

## **USER ACCOUNT, SECURITY, AND SYSTEM REQUIREMENTS**

1. Account and Password
  - a. As a registered user of the Service, you may receive or establish an account ("Account"). You are solely responsible for maintaining the confidentiality and security of your Account. You are entirely responsible for all activities that occur on or through your Account, and you agree to immediately notify Socialive of any unauthorized use of your Account or any other breach of security. Socialive shall not be responsible for any losses arising out of the unauthorized use of your Account.
2. Security
  - a. You agree not to attempt to, or assist another person to, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security components related to Socialive for any reason whatsoever.
  - b. You will not access the Service by any means other than through software that is provided by Socialive for accessing the Service. You shall not access or attempt to access an Account that you are not authorized to access. You agree not to modify the software in any manner or form, or to use modified versions of the software, for any purposes including obtaining unauthorized access to the Service.
3. System Requirements
  - a. Use of the Service requires Internet access (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Service involves hardware, software, and Internet access, your ability to use the Service may be affected by the performance of these factors. High speed Internet access is strongly recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility. The Service is not part of any other product or offering, and no purchase or rental (as applicable) or obtaining of any other product shall be construed to represent or guarantee you access to the Service.

## **INTELLECTUAL PROPERTY**

1. Acknowledgement of Ownership
  - a. You agree that the Service, including but not limited to Products, graphics, user interface, and the scripts and software used to implement the Service, contains proprietary information and material that is owned by Socialive and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with the terms of these Terms of Service.
  - b. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted hereunder. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service, in any manner, and you shall not exploit the Service in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.
2. Removal and/or loss of Socialive Content or Other Materials
  - a. Notwithstanding any other provision of this Agreement, Socialive and its licensors reserve the right to change, suspend, remove, or disable access to any Products, content, or other materials comprising a part of the Service at any time upon prior written notice of same.
  - b. In no event will Socialive be liable for the removal of, loss of, or disabling of access to any such Products, content or materials under this Agreement. Upon prior written notice, Socialive may also impose limits on the use of or access to certain features or portions of the Service.

3. Copyrights
  - a. All copyrights in and to the Service, including but not limited to, the Socialive (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources), and software, are owned by Socialive and/or its licensors or partners, who reserve all their rights in law and equity. The use of the software or any part of the service, except as permitted in these Terms of Service, is strictly prohibited and may be subject to Civil and Criminal penalties, including potential monetary damages.
4. Trademarks
  - a. Socialive, the Socialive logo, and other Socialive trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Socialive Inc. in the U.S. and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

### **LIMITATION OF LIABILITY AND DISCLAIMERS**

Our responsibility for anything that happens on the Service (also called "liability") is limited as set forth herein. You agree to the following limitations of liability:

1. "As-is" Service Provision
  - a. Except for any SLA provided hereunder or as otherwise expressly included herein, the Socialive Platform and Service is provided "as is," To the extent permitted by law and except as otherwise expressly included herein, we disclaim all warranties, whether express or implied, including but not limited to the implied warranty of merchantability, fitness for a particular purpose, title, and non-infringement.
  - b. You expressly agree that your use of, or inability to use, the Service is at your sole risk. Except as otherwise expressly included herein, the Service, the Socialive Platform and all appurtenant products and services are provided for your use without warranties of any kind.
2. Conduct Provision
  - a. We don't control what people and others do or say, and we aren't liable for their (or your) actions or conduct (whether online or offline) or content (including unlawful or objectionable content).
3. 3rd Party Conduct
  - a. We aren't liable for services and features offered by other people or companies, even if you access them through our Service or otherwise utilize them in conjunction with Socialive.
4. Aggregate Liability Limitation
  - a. If there is an issue with our Service, we can't know what all the possible impacts might be. You agree that we won't be responsible ("liable") for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms, even if we know they are possible. This includes when we delete your content, information, or account. PGI's aggregate liability arising out of or relating to these Terms will not exceed the amount you have paid us in the month prior to the date of liability.
5. Objectionable Material
  - a. You understand that by using the Service, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language. You may also experience comments, reviews or other communication from other users which may be indecent, objectionable or aggressive. Nevertheless, you agree to use the Service at your sole risk and that Socialive shall have no liability to you for content that may be found to be offensive, indecent, or objectionable.
6. Continuation of Service
  - a. Socialive does not guarantee, represent, or warrant that your use of the service will be uninterrupted, continuous, or error free.
7. Ongoing Usage & Feature Availability
  - a. You acknowledge that some aspects of the Service entails the ongoing involvement of Socialive. Accordingly, in the event that Socialive changes any part of the Service, which Socialive may do at its election on at least ninety (90) days prior written notice, you acknowledge that you may no longer be able to use Products to the same extent as prior to such change, and that Socialive shall have no liability to you in such case.

### **GENERAL LEGAL PROVISIONS**

1. Arbitration Notice
  - a. You Agree that Disputes between you and Rockstar Music, Inc. DBA Socialive will be resolved by binding, individual arbitration. As much as is legally permitted, you waive your right to participate in a class action lawsuit or class-wide arbitration.
2. Choice of Law
  - a. The laws of the State of Georgia, excluding its conflicts of law rules, govern these Terms of Service and your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws.
3. Compliance with Laws
  - a. The Service is controlled and operated by Socialive from its offices in the United States. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Service.
4. Enforcement of These Terms
  - a. Socialive reserves the right to enforce and/or verify compliance with any part of this Agreement. You agree that Socialive has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as Socialive believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement

5. Changes
  - a. Intentionally Deleted.
6. Notices
  - a. Socialive may send you notice with respect to the Service by sending an email message to the email address listed in your Socialive Account contact information, by sending a letter via postal mail to the contact address listed in your Socialive Account contact information, or by a posting on the Socialive. Notices shall become effective immediately. Default notices and payment notices may not be provided by email or posting.
7. Assignment
  - a. You may not assign your rights under this Agreement to anyone else. We may assign our rights to any other individual or entity.
8. Severability
  - a. If any part of these Terms of Service is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Socialive's failure to enforce any right or provision in these Terms of Service will not constitute a waiver of such provision, or any other provision of these Terms of Service.

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