

TIDAL TERMS AND CONDITIONS OF USE

Effective as of June 29, 2026 (“Effective Date”)

1. Introduction

These terms and conditions (“Terms”) govern your use of and access to TIDAL’s content and streaming services, product features, and third party content related thereto (including but not limited to Listener Content as defined below), and all associated websites and applications outside of Canada, the European Union (“EU”), European Economic Area (“EEA”), and United Kingdom (the “TIDAL Service”). Please read these Terms carefully, including the provisions that require the use of arbitration and concern auto-renewal. Your use of the TIDAL Service may also be subject to additional terms and conditions made available to you (“Supplemental Terms”), which are hereby incorporated into these Terms.

These Terms are effective as of the Effective Date listed above. We may make changes to these Terms (including any Supplemental Terms) from time to time by notifying you of such changes by any reasonable means, including (where appropriate) by posting a revised version of these Terms (“Revised Terms”), provided that, for material changes, we will seek to supplement such notice by email or other means. Any such changes will not apply to any dispute between you and TIDAL arising prior to the date the changes were made. Your continued use of the TIDAL Service after any updates will constitute your acceptance of the Revised Terms. If you do not wish to continue using the TIDAL Service under any Revised Terms, you may cancel your subscription as set forth in Section 4(e) (Cancellation). The Terms, along with any Revised Terms and Supplemental Terms shall be collectively referred to as the “Agreement”.

BY SUBSCRIBING TO OR OTHERWISE USING OR ACCESSING THE TIDAL SERVICE, YOU ACKNOWLEDGE AND AGREE THAT (A) YOU HAVE READ AND UNDERSTAND THE AGREEMENT, (B) YOU HAVE READ AND UNDERSTAND OUR PRIVACY NOTICE AND CONTENT GUIDELINES, WHICH FORM AN ESSENTIAL PART OF THIS AGREEMENT, AND (c) YOU ACCEPT AND AGREE TO THE AGREEMENT AND OUR CONTENT GUIDELINES. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT SUBSCRIBE TO, ACCESS OR OTHERWISE USE THE TIDAL SERVICE.

These terms contain a mandatory arbitration provision and class action waiver that requires the use of arbitration on an individual basis to resolve disputes; class arbitration, representative arbitrations, consolidation of arbitrations, and court proceedings including class actions and jury trials are not permitted. You may opt out of the binding individual arbitration and class action waiver as provided below.

This Agreement is between the end user (“you”) and the TIDAL entity as set forth below. The term “you” also includes additional registered users whenever permitted under your applicable subscription plan, and others who access or use the TIDAL Service via your account (including employees of any company, entity or other organization who access or use the TIDAL Service as part of a Company Account, as defined below).

“TIDAL” (or “we”, “us”, and/or “our”) means (a) TIDAL Music LLC if you reside in the United States, (b) Tidal Serviços de Entretenimento Ltda. if you reside in Brazil, or (c) Tidal Music AS if you reside elsewhere other than Canada, the EU, the EEA, and the United Kingdom. If you reside in Canada, the EU, the EEA, or the UK, please see the Tidal Terms and Conditions of Use specific to your location (Canada; Germany; UK, EU and EEA except Germany).

2. Conditions of Use of the TIDAL Service

You may not use the TIDAL Service in any way that is fraudulent, illegal or expressly prohibited by these Terms. By using the TIDAL Service, you affirm that (a) you are 18 years of age or over, or, except with respect to TIDAL Upload to which the following does not apply, you are 13 years or older (“a Minor”) and have express permission from your parent or guardian to use the TIDAL Service, (b) you reside in a country where the TIDAL Service is offered, and (c) any registration and account information that you submit to TIDAL is true, accurate and complete, and you agree to keep it that way at all times. If you are a parent or legal guardian of a Minor, you hereby agree to bind the

Minor to these Terms and to fully indemnify and hold harmless TIDAL if the Minor breaches any of these Terms. If you do not agree to such actions, you may cancel your subscription as set forth in Section 4(e) (Cancellation) of these Terms. If you are not at least 13 years old, you may not use the TIDAL Service at any time or in any manner. The TIDAL Service is for personal, non-commercial use only.

To enjoy and/or participate in any part of the TIDAL Service other than listening to uploaded Tracks you receive via link as described below, you are required to create an account. You agree to be fully responsible for all use of your account and for any actions that take place using your account. Your username and password are for your personal use only and should be kept confidential. You agree that you are responsible for all use (including any unauthorized use) of your username and password. The TIDAL Service also allows you to create a public user profile ("Profile"), including a public-facing Profile name. If TIDAL provides or you select a Profile name or similar identifier for your account, TIDAL may change it if we believe it is appropriate or necessary (for example, if it infringes someone's intellectual property or impersonates another user). You may not select a Profile name or identifier that (a) misleads or deceives others as to your personal identity; (b) clearly consists of the name of a person, company, group, product or brand that you don't have permission to use; or (c) violates our Content Guidelines (as described below). If you believe that another user's profile or Listener Content (defined below) has been mixed up with yours, please notify us at artistsupport@tidal.com. While this is a technical issue for which TIDAL disclaims all liability, we will work with you to resolve the issue as quickly as possible.

You, on behalf of your organization, entity, brand or company (each, a "Company"), may create a TIDAL account in order to facilitate branded Live Session(s) (defined below) or on behalf of one or more artists your Company legally represents or manages (each a "Company Account"). If you create a Company Account, you represent and warrant that you have full right and authority to grant all rights, permissions and licenses set forth in these Terms, and to bind the Company (and, in the case of a Company Account created on behalf of one or more artists, the applicable artist(s)) to these Terms. While using the TIDAL Service, including but not limited to by creating a Profile, uploading Listener Content, and generating playlists or Live Sessions (as defined below), a Company may not take any action that implies a connection, association, sponsorship, endorsement or commercial relationship between Company and any person, including any artist, unless Company has independently obtained permission to imply such a relationship. If a Company has a commercial association with a TIDAL artist or customer, it agrees to comply with all applicable laws while using the TIDAL Service, including, where applicable, by clearly and conspicuously disclosing any such relationship. If there is a dispute between you and/or your Company and/or any third party (including any artist)

as to the ownership or authorized use of an account, we reserve the right to suspend some or all access to such account at any time and without any liability to you and/or any other person or entity, including, where applicable, the artist(s). TIDAL shall have no responsibility to resolve any such disputes between the parties involved, who may be entitled to relief from a court of competent jurisdiction. In the event TIDAL elects to assist in any resolution, TIDAL may reach out to third parties with whom you or the other involved parties have a relationship to assist in resolution.

TIDAL has [Content Guidelines](#) that govern how you may use and interact with the TIDAL Service, as well as rules and restrictions around any content you may upload to TIDAL. You agree to abide by the TIDAL Content Guidelines and not to use the TIDAL Service or any content on the TIDAL Service in violation of these Terms or the Content Guidelines.

Upon notice, TIDAL reserves the right to suspend or terminate your account or otherwise prohibit your use of the TIDAL Service, without responsibility or liability to you, if, in our reasonable discretion, we believe that you have taken any actions that we believe breach these Terms or the Agreement, including the Content Guidelines.

3. Service Limitations and Modifications

We may add or remove, suspend, stop, delete, discontinue, change, or impose conditions on the TIDAL Service or any feature or aspect of the TIDAL Service (including but not limited to TIDAL content, particular features, subscription plans, and promotional offers), at any time, in our sole discretion. We will take reasonable steps to notify you of any such changes by email or by providing notice on TIDAL's website or via in-app notification.

The TIDAL Service may also experience temporary interruptions due to technical difficulties, maintenance or testing, or updates, including those required to reflect changes in relevant laws and regulatory requirements.

TIDAL has no liability to you, nor any obligation to provide a refund to you, in connection with any service outage or failure caused by the actions of any third party, or by events beyond TIDAL's control.

From time-to-time, we may also offer functionality or services which are in development through the TIDAL Service ("Beta Features"). We use Beta Features to experiment with

and test new feature ideas. Accordingly, you may find that Beta Features operate differently from the rest of the TIDAL Service, including by undergoing regular changes, or even being discontinued completely without notice.

4. Payment and Billing Terms

(a) *Subscriptions.* TIDAL offers various subscription options for which you will be charged a fee (each, a “Subscription”, and collectively, “Subscriptions”). Some Subscriptions may start with a free or discounted trial period (“Trial Period”), which will automatically renew upon expiration of the Trial Period at the full subscription price specified during sign up, unless you cancel your Subscription before the expiration of the Trial Period as set forth in Section 4(e) (*Cancellation*). You are only permitted one (1) Trial Period. Any attempt to use or redeem more than one (1) Trial Period shall be considered a material breach of these Terms, entitling TIDAL to suspend or cancel your Subscription. If you redeem a Trial Period, cancel your Subscription, and then subsequently reactivate your Subscription, TIDAL will automatically charge your Payment Method (as such term is defined below) the applicable fee of the Subscription type you select. TIDAL may from time to time make changes to Subscription fees, and will provide you with advance notice before the end of the billing period in which the change is made. If you do not accept the change to your Subscription, you will be entitled to cancel your Subscription. By continuing to use the TIDAL Service after the price change takes effect, you will have accepted the new price. For clarity, the billing cadence for Subscriptions billed on a “monthly” basis is every thirty (30) calendar days.

(b) *Third Party Subscriptions.* A TIDAL Subscription may be provided to you by a third party provider, such as through a promotional offer or package bundled together with other services (each a “Third Party Subscription”). The terms for any Third Party Subscription may differ from the payment and other terms set out in this Agreement. You are solely responsible for reviewing any terms and conditions governing your use of the TIDAL Service provided through a Third Party Subscription. Payment for a Third Party Subscription will be taken from you by the applicable third party provider, unless the terms of the Third Party Subscription state otherwise. Should you wish to cancel or terminate your Third Party Subscription or obtain any further information with respect to payment methods, billing cycles, automatic renewals or refunds, you must contact your third party provider.

(c) *Payment Methods.* To sign up for a Subscription (including if preceded by a Trial Period), you must provide a current, valid, accepted method of payment, which may

change from time to time (“Payment Method”). Subscription purchases may be subject to additional terms, conditions, and fees (including but not limited to foreign transaction fees) imposed by your payment provider and/or mobile carrier, as applicable (“Third Party Fees”). By providing a Payment Method in connection with any Subscription, you hereby authorize TIDAL to charge the periodic cost of your applicable subscription, and you agree to be responsible for any applicable Third Party Fees. Should charges for which you are responsible fail at the time payment is required, we are entitled to cancel your Subscription. You represent and warrant that all information you provide in connection with the purchase of a Subscription is true, accurate and complete.

(d) *Automatic Renewal*. In order to provide continuous service, you agree that TIDAL will automatically renew a Subscription at the end of the applicable Subscription term, unless you cancel your Subscription at the end of the then-current Subscription period. Such renewal will be billed at the non-discounted rate for the applicable Subscription tier. You also agree that the amount billed may be different if your original Subscription was purchased using a promotional/trial offer and you authorize TIDAL to charge your Payment Method for such varying amounts as indicated at the time of sign-up. Your Subscription will remain in effect and continue to renew automatically until it is canceled in accordance with the instructions in Section 4(e) (*Cancellation*) of these Terms.

(e) *Cancellation*. If you signed up for your Subscription directly through TIDAL, you may cancel your Subscription by visiting your account settings, going to the section called “Subscription” and clicking on “Cancel subscription”. The cancellation will take effect the day after the last day of your applicable subscription period. To cancel a Third Party Subscription, contact your third party provider.

(f) *Refund Policy*. TIDAL has no obligation to refund any fees paid to us, including any advance charge(s) or payment(s) for any subscription term for the TIDAL Service, unless otherwise required by law or the terms of this Agreement.

(g) *Right of Regret*. Notwithstanding the foregoing, if you are a consumer in Brazil, you have the right to withdraw from your Subscription within seven (7) days of signing up, for any reason, provided you have not commenced use of the TIDAL Service during that time. Your right of regret is lost once the 7-day period expires. If you are entitled to exercise your right of regret, TIDAL will refund you any amounts actually paid to TIDAL during the 7-day period. If you wish to withdraw from a Subscription, please contact support@tidal.com with the following information:

- Your intent to withdraw from your Subscription contract;
- The date you signed up for TIDAL;
- Your name;
- Your address.

(h) *Taxes.* Fees payable by you to TIDAL may be subject to Taxes. “Taxes” include any and all present or future taxes, charges, fees, levies or other assessments, including, without limitation, sales, use, value-added, goods and services, consumption, or other similar taxes, telecommunications taxes, withholding taxes, duties, levies, fees, excises or tariffs imposed by any federal, state, foreign, provincial or local governmental taxing authority. Fees advertised by TIDAL in the United States are exclusive of Taxes; unless stated otherwise, fees advertised by TIDAL elsewhere are inclusive of Taxes. In the event that Taxes are applicable to the amounts payable by you to TIDAL hereunder, and are required to be collected from you by TIDAL under applicable law, such Taxes shall be calculated by TIDAL and presented to you, either separately stated or included in the fee, as applicable, on an invoice or receipt for the applicable billing cycle. You agree to pay the total amount payable on such invoice or receipt pursuant to the terms set forth herein.

Additionally, you are responsible and liable for identifying and calculating any and all Taxes required to be assessed, incurred, collected, paid or withheld for your use of TIDAL. Unless otherwise expressly stated, you also are responsible and liable for (a) determining whether Taxes apply to your sale of products and services, payments received, and/or any other transactions arising from or out of your use of TIDAL, and (b) registering with Tax authorities in jurisdictions where you are required to do so by applicable law, and (c) calculating, collecting, reporting, paying, and/or remitting any such applicable Taxes to the appropriate Tax and revenue authority. TIDAL specifically disclaims any liability for such Taxes and you agree to fully indemnify, defend, and hold TIDAL harmless against any such Taxes and any other related expenses or costs.

5. Rights to the TIDAL Service and TIDAL Content

The TIDAL Service makes available to you a variety of content, including music, audiovisual content, podcasts and associated material (the “TIDAL Content”). Subject to the terms of this Agreement, TIDAL hereby grants you a non-exclusive, non-transferable, non-commercial, limited and revocable license to use the TIDAL Service

and the TIDAL Content. The TIDAL Service and TIDAL Content are licensed, not sold, to you, and TIDAL and its licensors retain ownership of all copies of the TIDAL Service and TIDAL Content even after installation on your devices.

AI Products. In connection with the TIDAL Service (including any Beta Features), TIDAL offers Generative AI or AI-powered products, features, and tools listed at [AI Powered Tools](#), which list may be updated by TIDAL from time to time (the “AI Products”). By using any of the AI Products now or hereafter available to you via the TIDAL Service, you agree to be responsible for all content associated with your use of such AI Products. You agree that you will not use any AI Product to create any content that is harmful, misleading, or violates the rights of any third party. You are responsible for any text you type or images, content, or data you upload into AI Products (“Input”), as well as any text, images, or content generated by AI Products through your use of AI Products or through prompts you provide to AI Products (“Output”, collectively together with Input, “AI Content”). You are also responsible for ensuring that any AI Content complies with all applicable laws, regulations, and terms before generating, using, or sharing it. You agree that you will not include any sensitive personal data of any individual (including data that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, health data or data concerning anyone’s sex life or sexual orientation) in any Input to AI Products. TIDAL reserves the right to suspend, terminate, or otherwise modify your access to AI Products or other Services as determined in our sole discretion if we identify any such misuse. As between you and TIDAL, to the extent permitted by law and subject to these Terms, you own your AI Content. You grant us and our subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, irrevocable, perpetual, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display your AI Content throughout the world in any media for any reason, including to provide, promote, and/or incorporate into the AI Products. You retain all rights in your Inputs and Outputs, subject to the rights you granted to us in these Terms.

TIDAL’s Live feature allows those with a Subscription to share their listening session (“Live Session”) with any other paid subscribers. In order to use the Live feature, you will need to create a Profile and designate a Profile name. You can also customize the name of your Live Session (“Session Name”). You may not impersonate any person or entity, or otherwise provide any false or misleading information, in connection with your Live Session, including via your Session Name. Your Live Session, including your Session Name, must also at all times adhere to TIDAL’s Content Guidelines. TIDAL reserves the right to terminate or suspend any Live Session if we determine, in our sole discretion, that a Live Session (or a Session Name) is in violation of these Terms or the Content

Guidelines. The Live feature may have limited functionality across regions and Third Party Applications (as defined below). Certain TIDAL Content may not be available in a Live Session. TIDAL makes no representations that your Live Session will be fully available or uninterrupted for all listeners. Your Session Name shall be considered Listener Content (as defined below) under these Terms.

DJ Extension. You may access third-party DJ products made available through the TIDAL Service (“DJ Tools”) if you have a Subscription to the DJ Extension. Not all TIDAL Content is made available for use with the DJ Tools, and TIDAL is not responsible for any such TIDAL Content unavailability.

TIDAL Upload. TIDAL Upload is a feature that allows TIDAL account holders to upload to the TIDAL platform original audio recordings, music or otherwise, and underlying musical works to which such TIDAL account holder (each, an “Uploader”) owns or controls all rights (“Tracks”). The Uploader can elect to share the Track publicly on the TIDAL platform or to keep the Track private and only accessible via a link that can be shared with third parties (“Receivers”). We may limit the number of Tracks you can upload and/or the number of times you can share a Track. Tracks composed of covers of original musical works, to which you do not have the rights, are strictly prohibited. When a Track is uploaded, the Uploader may upload an original image or original artwork to coincide with that Track. If you do not upload an image or artwork with a Track, TIDAL may provide a default image or artwork on your behalf that may be AI generated. Any such AI generated image or artwork is not copyrightable and TIDAL cannot guarantee that it is not substantially similar to other art in existence. No royalties or other monies will be payable to any Track contributors when Receivers play Tracks. You are responsible for any payments owed to Track contributors or other third parties for use of a Track. Tracks shall be considered Listener Content (as defined below) under these Terms. In order to use the Uploads feature, you will need to create a TIDAL account with a Profile and designate a Profile name and/or username. Your artist name may be the same as your Profile name. To use Uploads, you must be 18 years of age or over and not require any third party’s permission to share and release music, e.g., being signed to an exclusive recording and/or publishing deal. Uploaders may manage the Track’s limited, basic data, i.e., Track title, track image, and artist name (“Metadata”). Your uploads, including your image and/or artwork, must, at all times adhere to TIDAL’s Content Guidelines. TIDAL reserves the right to terminate or suspend your ability to upload and to remove uploaded content if we determine, in our sole discretion, that an upload is in violation of these Terms and/or the Content Guidelines.

AI Generated Uploads: If you use TIDAL Upload, your Tracks may be scanned for the purpose of identifying whether the content is AI-Generated Content, and to label such

content accordingly on the Tidal platform. You acknowledge that such scanning and labeling is performed on a best-efforts basis and that Tidal shall not be liable for any inaccuracies in AI detection or labeling. AI-Generated Content uploaded to Tidal is not eligible for monetization. If you believe your Tracks were erroneously tagged as AI-Generated, you can reach out to support@tidal.com.

Peer to Peer Payments. As part of the TIDAL Service, you may be allowed to send or receive payments directly with other users (“P2P Payments”) through a third-party payment provider. All P2P Payments are processed by such third-party provider and are subject to their terms and policies. TIDAL is not responsible for the payment provider’s services and disclaims all liability for issues with P2P Payments, which must be resolved directly with the payment provider. You may use P2P Payments only for lawful purposes and in accordance with these Terms and our Content Guidelines. You may not use P2P Payments to engage in fraud, launder money, purchase prohibited content or services, artificially inflate engagement, or otherwise violate applicable law or our policies. Any public or private messaging or descriptive summaries provided by you or any third party in connection with a P2P Payment is considered Listener Content (defined below).

General. TIDAL reserves all rights not expressly granted to you in this Agreement. The TIDAL Service and the TIDAL Content are the property of TIDAL and TIDAL’s licensors. Any use of TIDAL Content for any purpose in connection with artificial intelligence or machine intelligence technologies or services is prohibited. Access to and availability of certain TIDAL Content, features and functionalities of the TIDAL Service may vary from device to device, and may be affected by a variety of factors, such as your locations and applicable license restrictions. TIDAL retains all right, title and interest in and to the TIDAL Service and all copies thereof. TIDAL, or its licensor(s), is the owner of the TIDAL logo and other TIDAL marks (collectively, the “Trademarks”). Nothing in this Agreement or on the TIDAL Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without TIDAL’s prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by TIDAL in writing. All goodwill generated from the use of the Trademark inures to TIDAL’s benefit.

6. Listener Content

In addition to TIDAL Upload, the TIDAL Service may allow you to upload, share, contribute and/or post some types of content, or to authorize TIDAL to access content from third parties who host content you have uploaded, shared, contributed or posted, including, but not limited to, images, text, links, comments, reactions, messages, audio, video and other materials (collectively, "Listener Content"). All Listener Content must adhere to the Agreement and the Content Guidelines. You retain all rights in, and are solely responsible for, any and all Listener Content. TIDAL is not responsible for what you or others upload, post, contribute, comment, message or otherwise share on the TIDAL Service. Any personal data provided will be processed under the TIDAL Privacy Notice. Please refer to the Privacy Notice to learn more about how we process your personal data.

You grant to TIDAL a non-exclusive, royalty-free, fully-paid up, transferable, sublicensable, worldwide license to host, store, publicly display, reproduce, modify, publicly perform, create derivative works from, make available, communicate to the public, distribute, adapt and otherwise use your Listener Content for the purpose of operating, developing, improving, promoting and/or using the TIDAL Service. In addition, you acknowledge and agree that some of your Listener Content may be publicly accessible, and may be used, linked to and/or re-shared by others on the TIDAL Service and across the web. If you do not want your Listener Content to be used for these purposes, do not upload or authorize access to your Listener Content to the TIDAL Service.

You represent and warrant that (a) you have the full right and authority to post, upload, share, publicly display, distribute, make available, communicate to the public, license and otherwise use any Listener Content (including any applicable third party rights and permissions), and to grant TIDAL the right to use your Listener Content in accordance with these Terms; and (b) your Listener Content, including the use thereof by you or TIDAL in accordance with these Terms, does not (i) violate these Terms (including the Content Guidelines); (ii) infringe or otherwise violate any applicable laws, rules, regulations or third party rights (including any copyrights or rights of publicity or privacy), or (iii) imply any affiliation, association or endorsement of you or your Listener Content by TIDAL or any artist, band, label or other individual or entity without the express written consent of TIDAL or applicable third party.

TIDAL does not endorse or assume responsibility for any Listener Content and disclaims all liability that may arise from it. TIDAL shall be under no obligation to display or disseminate any Listener Content. We may, but have no obligation to, monitor or review Listener Content. Except to the extent prohibited by applicable law, we reserve the right to moderate, edit, remove, reject or disable access to any Listener Content

from the TIDAL Service in our sole discretion, for any or no reason, including, but not limited to, when Listener Content violates these Terms or the Content Guidelines. We may take these actions without prior notification to you or any third party and without any liability to you for such removal.

We respect the intellectual property rights of others and ask you to do the same. We have adopted Copyright and Other Intellectual Property Policies (detailed below) regarding any third-party claims that your material infringes the rights of others.

7. AI Generated Content

AI-Generated Content may appear on the TIDAL Service. “AI-Generated Content” means any audio content, inclusive of musical works and sound recordings, that is wholly or substantially generated by generative artificial intelligence, with limited or no direct human creative input beyond an initial text prompt or similar instruction. Tidal may label content it identifies as AI-Generated Content with an in-app indicator (e.g., an “AI” badge) at the track or album level. All AI identification and labeling is performed on a best-efforts basis using industry-standard detection technology, and Tidal does not warrant the accuracy or completeness of any such label (or the absence of a label). You acknowledge that AI detection technology may produce false positives or false negatives.

Tidal reserves the right, in its sole discretion, to exclude from royalty calculations any content that Tidal determines to be AI-Generated Content. That means your listening activity may not result in royalties being allocated to AI-Generated Content. Tidal reserves the right to remove AI-Generated Content that Tidal reasonably believes is associated with fraudulent activity, including but not limited to content intended to confuse or deceive listeners, content that impersonates or interferes with authentic artists and their audiences, and content associated with high-volume uploads or anomalous streaming activity. Tidal reserves the right, in its sole discretion, to determine whether AI-Generated Content is being distributed primarily for fraudulent purposes and to remove such content without prior notice.

8. Third Party Applications

The TIDAL Service, including, without limitation, DJ Tools and TIDAL Upload, may utilize or interact with certain third party applications, websites, platforms, devices and services (“Third Party Applications”). Your use of these Third Party Applications may be subject to their own respective terms of use and/or privacy policies. You understand and agree that TIDAL is not responsible or liable for the functionality, features, privacy or content of any Third Party Application and does not make any representations regarding the functionality, features, content or accuracy of materials on any Third Party Application. TIDAL does not guarantee that Third Party Applications will be compatible with the TIDAL Service.

If you have downloaded TIDAL from the Apple Inc. (“Apple”) App Store or if you are using the App on an iOS device, you acknowledge and agree that these Terms are between you and TIDAL only, not with Apple, and Apple is not responsible for the TIDAL Service and TIDAL Content. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the TIDAL Service. In the event of any failure of the TIDAL Service to conform to any applicable warranty, you may notify Apple and Apple will refund the applicable purchase price for the App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the TIDAL Service. Apple is not responsible for addressing any claims by you or any third party relating to the TIDAL Service or your possession or use of the TIDAL Service, including: (1) product liability claims; (2) any claim that the TIDAL Service fails to conform to any applicable legal or regulatory requirement; (3) claims arising under consumer protection or similar legislation; and (4) claims with respect to intellectual property infringement. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the TIDAL Service or your possession and use of the App infringe that third party’s intellectual property rights. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You agree to comply with any applicable third-party terms, when using the TIDAL Service. Apple, and Apple’s subsidiaries, are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.

9. Feedback

You may, whether through your use of Beta Features or otherwise at your discretion, submit feedback, comments, suggestions or ideas about the TIDAL Service in connection with your use thereof (“Feedback”). Except as prohibited by applicable law, you hereby assign all right, title, and interest in such Feedback to TIDAL, and you agree that any such Feedback you provide shall not be deemed confidential and that TIDAL shall have the full right and ability to use any such Feedback, in an anonymized form that will not reveal your identity, without any obligation to you, including but not limited to in connection with future product concepts and/or changes. Where the foregoing assignment is prohibited by law, you hereby grant TIDAL an irrevocable, exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as we may determine in our sole discretion. This does not affect your privacy rights as provided in the TIDAL Privacy Notice. Feedback is considered a type of Listener Content under these Terms.

10. Copyright Policy

We have a policy of responding to notices of alleged copyright infringement, including those that comply with the Digital Millennium Copyright Act (“DMCA”).

If you believe that content appearing on TIDAL’s system or network constitutes copyright infringement, please provide us with a notice (“Notice of Claimed Copyright Infringement”) containing the following information:

- A physical or electronic signature of the owner of an exclusive right under copyright law that is alleged to have been infringed, or a person authorized to act on behalf of the owner of the exclusive right that is alleged to have been infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit TIDAL to locate the material (providing URL(s) in the body of an email is the best way to help us locate content quickly);
- Information reasonably sufficient to permit TIDAL to contact you, the complaining party, such as an address, telephone number, and, if available, an email address at which you, may be contacted;

- A statement that you, the complaining party, have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification of claimed copyright infringement is accurate, and, under penalty of perjury, that you, the complaining party, are the owner of an exclusive right that is alleged to have been infringed or a person authorized to act on behalf of such owner.

To file your notice to TIDAL, go to TIDAL Support on our website and go to “Submit a Request” under “Still Need Help?” at the bottom of the page. This will lead you to our content request form. Choose “I need help with a copyright or trademark violation” from the initial list of options and input all of the required information.

Please note that you may be liable for damages (including costs and attorneys’ fees) if you materially misrepresent that any material is infringing your copyrights or other intellectual property or privacy rights. If you have questions about the required content of your notice, please consult your legal counsel, or see Section 512(c)(3) of the DMCA to confirm these requirements, as applicable. TIDAL has adopted a policy of restricting or terminating, in certain circumstances and at TIDAL’s sole discretion, users who consistently fail to adhere to TIDAL’s infringer policy. This may be due to multiple successful copyright complaints against them within a certain period of time.

If you are the owner of any intellectual property other than copyrighted materials (such as, for example, a trademark), or an agent thereof, and believe that any item of content or other materials on the TIDAL Service infringes upon your rights in such intellectual property, please submit a notification to us in the same manner as provided above in respect of notice of alleged copyright infringement, including providing the same information in writing to the designated address set forth above.

11. Changes; Termination

This Agreement will continue to apply to you until terminated by either you or TIDAL. We may terminate this Agreement (including any additional terms and conditions incorporated or referenced herein), close your account, or restrict, suspend or terminate your access to the TIDAL Service, at any time without notice and without responsibility or liability to you, in our sole discretion, including if we stop providing the TIDAL Service (or a component thereof), or determine or suspect that: (a) you have violated this

Agreement or the Content Guidelines; (b) you are misusing the TIDAL Service; or (c) your use of the TIDAL Service is based on or in connection with any unlawful activity.

If you or TIDAL terminate this Agreement, or if TIDAL closes your account or restricts or suspends your access to the TIDAL Service, you agree that TIDAL shall have no liability or responsibility to you, and (except as expressly provided in this Agreement) TIDAL will not refund any amounts that you have already paid.

You may terminate this Agreement at any time by canceling your Subscription or deleting your TIDAL account by contacting support@tidal.com, deleting your TIDAL account from your mobile settings, or by visiting account.tidal.com/profile; in all such cases, you may not continue accessing or using the TIDAL Service.

The following Sections shall survive termination: 1, 4, 5, 6, 9, 11, and 13 through 17.

12. Notice to California Residents

Pursuant to California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights notice which is hereby offered as a convenience to you:

The name and address of the provider to California residents of the TIDAL Service is TIDAL Music LLC, TIDAL - Customer Support, 799 Broadway, 12th Floor, New York, NY 10003. Complaints regarding the service or requests to receive further information regarding use of this service may be sent to the above address or by email to support@tidal.com.

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite S202, Sacramento, CA 95834 or by telephone at (916) 574-7950 or (800) 952-5210.

13. Warranty Disclaimers

THE TIDAL SERVICE AND THE TIDAL CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE

FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TIDAL AND TIDAL CONTENT OWNERS DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER TIDAL NOR ANY OWNER OF TIDAL CONTENT WARRANTS THAT THE TIDAL SERVICE OR TIDAL CONTENT IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TIDAL MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE TIDAL SERVICE OR TIDAL CONTENT, LISTENER CONTENT, ANY THIRD PARTY APPLICATIONS (OR ANY CONTENT CONTAINED THEREIN), ANY THIRD PARTY PRODUCTS OR SERVICES ADVERTISED, PROMOTED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE TIDAL SERVICE OR ANY HYPERLINKED WEBSITE, INCLUDING BUT NOT LIMITED TO THEIR ACCURACY, RELIABILITY, COMPLETENESS, EFFICACY, OR TIMELINESS. TIDAL SHALL NOT BE SUBJECT TO LIABILITY FOR TRUTH, ACCURACY, OR COMPLETENESS OF ANY TIDAL CONTENT OR LISTENER CONTENT, INFORMATION CONVEYED TO YOU THE USER OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. YOU AGREE THAT YOUR USE OF THE TIDAL SERVICE, THE TIDAL CONTENT AND ANY LISTENER CONTENT IS AT YOUR OWN RISK. THE TIDAL SERVICE MAY PROVIDE YOU WITH THE ABILITY TO FILTER EXPLICIT CONTENT, BUT THESE FEATURES MAY STILL RESULT IN SOME EXPLICIT CONTENT BEING SERVED TO YOU. YOU SHOULD NOT RELY ON SUCH FEATURES TO FILTER ALL EXPLICIT CONTENT.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TIDAL, AND ITS PARENTS, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AFFILIATES, REPRESENTATIVES, SUCCESSORS OR ASSIGNS (THE "TIDAL PARTIES") BE LIABLE FOR (A) ANY, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES; OR (B) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS (WHETHER DIRECT OR INDIRECT), ARISING FROM THE ACCESS, USE OR INABILITY TO USE THE TIDAL SERVICE, THE TIDAL CONTENT OR THE LISTENER CONTENT.

YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE TIDAL SERVICE IS TO UNINSTALL ANY TIDAL SOFTWARE AND TO STOP USING THE TIDAL SERVICE. EXCEPT WITH RESPECT TO CLAIMS OF FRAUD, FRAUDULENT MISREPRESENTATION, DEATH OR PERSONAL INJURY, IN NO EVENT WILL THE TIDAL PARTIES' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS RELATING TO THESE TERMS, THE TIDAL SERVICE (INCLUDING, WITHOUT LIMITATION, ANY TIDAL CONTENT AND ANY LISTENER CONTENT), THIRD-PARTY APPLICATIONS, OR THIRD-PARTY APPLICATION CONTENT EXCEED THE GREATER OF (A) THE AMOUNTS PAID BY YOU TO TIDAL DURING THE TWELVE MONTHS PRIOR TO THE FIRST CLAIM; OR (B) \$30.00.

WHERE MANDATORY ARBITRATION IS PERMITTED BY LAW, ANY CLAIM ARISING UNDER THESE TERMS MUST BE COMMENCED (BY FILING A DEMAND FOR ARBITRATION OR FILING AN INDIVIDUAL ACTION UNDER THE ARBITRATION AGREEMENT BELOW) WITHIN ONE (1) YEAR AFTER THE DATE THE PARTY ASSERTING THE CLAIM FIRST KNOWS OR REASONABLY SHOULD KNOW OF THE ACT, OMISSION, OR DEFAULT GIVING RISE TO THE CLAIM; AND THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD.

Some jurisdictions do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such jurisdictions, our liability shall be limited to the greatest extent permitted by law. To the fullest extent permitted by law, the liability of TIDAL arising from any error or other circumstance that may give rise to liability in relation to the TIDAL Service shall - except for instances of any fraud, fraudulent misrepresentation, death or personal injury caused by TIDAL's or TIDAL's employees, agents or sub-contractors negligence, gross negligence and willful misconduct - be limited to the amount paid by you for access to the TIDAL Service in the relevant month.

15. Indemnification

You agree to defend, indemnify, and hold TIDAL, and its parents, subsidiaries, employees, directors, agents, affiliates and representatives (collectively, the "TIDAL Parties") harmless from and against any claims, actions or demands, including, without limitation, reasonable attorney fees and costs, arising from, relating to or resulting from (a) your breach or alleged breach of this Agreement (including any additional TIDAL terms and conditions incorporated herein); (b) your access to or activity in which you

engage on or through the TIDAL Service; (c) your violation of any law or third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; or (d) any Listener Content you upload, post, contribute or otherwise provide access to.

16. Governing Law; Arbitration

These Terms will be governed by and shall be construed in accordance with the laws of the State of California, without regard to California's choice or conflicts of law principles.

This remaining part of this Section 16 is referred to as the "Arbitration Provision."

This Arbitration Provision is intended to be given the broadest possible meaning under the law and shall be governed by the Federal Arbitration Act and applicable U.S. federal arbitration law.

(a) *General.* You and TIDAL agree that any and all Disputes, except those that are resolved informally or brought in a small claims court, will be arbitrated by a neutral arbitrator who has the power to award the same individual damages and individual relief that a court can. ANY ARBITRATION UNDER THESE GENERAL TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, REPRESENTATIVE ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST TIDAL. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced (but in no case will there be a class or representative arbitration). For the purposes of these Terms, "Disputes" are defined as any claim, controversy, or dispute between you and TIDAL, whether arising before or during the effective period of these Terms, and including any claim, controversy, or dispute based on any conduct of you or TIDAL that occurred before the effective date of these Terms, including any claims relating in any way to these Terms or the Services, or any other aspect of our relationship.

(b) *Pre-Filing Requirement to Attempt to Resolve Disputes.* Before an arbitration is commenced, you or TIDAL agree to attempt to avoid the costs of formal dispute resolution by giving each other a full and fair opportunity to address and resolve a dispute informally. Both parties recognize that this is an important requirement, and that breach of this requirement would be a material breach of these Terms. To provide

this opportunity, before commencing any arbitration or suit, each party agrees to send to the other party a written Notice (“Notice”). Any Notice to TIDAL should be sent by mail to TIDAL Legal Department, 799 Broadway, 12th Floor, New York, NY 10003. Any Notice sent to you will be sent to the address on file for your account. The Notice must: (i) include your name; (ii) provide detailed information sufficient to evaluate the merits of the claiming party’s individualized claim and for the other party to determine if an amicable resolution is possible; and (iii) set forth the specific relief sought, including whatever amount of money is demanded and the means by which the demanding party calculated the claimed damages. Both parties agree that they will attempt to resolve a dispute through an informal negotiation within sixty (60) days from the date the Notice is sent. After that sixty (60) day period and not before, either party may commence arbitration. Any statute of limitations shall be tolled while the parties engage in the informal resolution process required by this paragraph.

(c) *Scope of Arbitration.* If we are not able to resolve the Dispute by informal negotiation or, as provided below, in a small claims court, all Disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator (the “Arbitrator”) administered by National Arbitration and Mediation (“NAM”) (<https://www.namadr.org>) (<https://www.namadr.org>)) according to the NAM Comprehensive Rules and Procedures and, when applicable, the NAM Supplemental Rules for Mass Arbitration Filings (together, the “NAM Rules”) according to this Section, except you and TIDAL will have the right to file early or summary dispositive motions. In the event NAM is unavailable to administer the arbitration, either party may invoke 9 U.S.C. § 5 to request that a court appoint the Arbitrator. Except as set forth above, the Arbitrator shall be responsible for determining all threshold arbitrability issues, including issues relating to whether the General Terms and/or Additional Terms (or any aspect thereof) are enforceable, unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

(d) *Small Claims Court.* Subject to applicable jurisdictional requirements, either party may elect to pursue a dispute in a local small-claims court rather than through arbitration so long as the matter remains in small claims court and proceeds only on an individual basis. If a party has already submitted an arbitration demand to NAM for a claim within the jurisdiction of the filing party’s local small claims court, the other party may, in its sole discretion, inform NAM that it chooses to have the Dispute heard in small claims court. At that time, and if all outstanding arbitration service fees have been paid, NAM will close the arbitration and the Dispute will be heard in the appropriate small claims court.

(e) *Arbitration Procedures.* The Federal Arbitration Act, 9 U.S.C. §§ 1-16, including its procedural provisions, fully applies. So long as it is consistent with the NAM Rules, the arbitration shall occur through the submission of documents to one Arbitrator. To the extent the Arbitrator determines a hearing is required, the arbitration shall be conducted remotely by telephone or video conference. To the extent that the Arbitrator determines that an in-person hearing is required, the arbitration hearing will take place as close to your hometown as practicable. The Arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. TIDAL values your privacy, particularly with respect to your financial transactions and data. Each of the parties shall maintain the confidential nature of the arbitration and shall not (without the prior written consent of the other party) disclose to any third party the fact, existence, content, award, or other result of the arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law. While an arbitrator may award declaratory or injunctive relief, the Arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party's claim. The Arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect with respect to disputes involving other parties.

Bellwether Arbitration Procedures. You and TIDAL agree that if twenty-five (25) or more similar individual arbitration demands are brought against you or us by or with the assistance of the same or coordinated counsel or entities ("Mass Proceeding"), the parties shall select twelve (12) individual arbitration demands (six (6) per side) for arbitration to proceed ("Bellwether Arbitrations"). The NAM Supplemental Rules for Mass Arbitration Filings shall apply if the parties' dispute is deemed by NAM, in its sole discretion pursuant to the NAM Rules and this Section, to be part of a Mass Proceeding. While the Bellwether Arbitrations are adjudicated, all other demands for arbitration that are part of the Mass Proceeding shall be held in abeyance and stayed, and no party shall be responsible for paying any administrator or arbitrator fees (other than the arbitration provider's initial filing/administrative fees, and Procedural Arbitrator fees, if applicable) with respect to such stayed demands while the Bellwether Arbitrations are adjudicated. Any applicable statute of limitations shall be tolled as to non-Bellwether Arbitrations demands when such non-Bellwether Arbitrations are held in abeyance. The tolling period will begin when the claimant first provided the Notice of its intent to initiate an informal resolution conference as described above.

Any party may request, within five (5) Business Days of being notified by the arbitration provider that arbitration demand(s) have been filed, that the arbitration provider appoint a sole procedural arbitrator ("Procedural Arbitrator") to determine initial

questions that arise in the Bellwether Arbitrations, including whether the Bellwether Arbitration procedures are applicable or enforceable, whether any particular demand is part of a Mass Proceeding, and whether any particular demand within a Mass Proceeding was filed in accordance with this Section. To expedite the Procedural Arbitrator's resolution of any such initial questions, the parties agree that the Procedural Arbitrator may set forth such procedures as are necessary to resolve any such initial questions promptly. TIDAL shall pay the Procedural Arbitrator's costs.

All parties agree that the Bellwether Arbitration procedures are designed to be a generally faster, more efficient, and more affordable mechanism for resolving a Mass Proceeding, including the claims of individual parties who are not selected for a Bellwether Arbitration. All parties shall work in good faith with the Arbitrator or Procedural Arbitrator to complete each Bellwether Arbitration within one hundred and twenty (120) calendar days of its initial pre-hearing conference.

Following resolution of the Bellwether Arbitrations, all parties agree to engage in a mediation of all remaining arbitration demands comprising the Mass Proceeding (the "Bellwether Mediation"). The Bellwether Mediation shall be administered by the arbitration provider. If the parties are unable to resolve the remaining demands for arbitration comprising the Mass Proceeding within thirty (30) calendar days following the Bellwether Mediation, the remaining demands for arbitration comprising the Mass Proceeding shall be administered by the arbitration provider on an individual basis pursuant to the arbitration provider's rules and this Section, unless the parties mutually agree otherwise in writing.

All parties agree to cooperate in good faith with the arbitration provider to implement the Bellwether Arbitration procedures, including deferring any costs associated with the non-Bellwether Arbitration Mass Proceedings until the Bellwether Arbitrations and subsequent Bellwether Mediation have concluded, and cooperate on any steps to minimize the time and costs of arbitration, which may include the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes and the adoption of an expedited calendar of the arbitration proceedings.

These Bellwether Arbitration procedures shall in no way be interpreted as authorizing a class, collective, or mass action of any kind, or an arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this Section.

(f) *Arbitration Fees.* In accordance with the NAM Rules, the party initiating the arbitration (either you or us) is responsible for paying the applicable filing fee. For

purposes of this arbitration provision, references to you and TIDAL also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services.

If for any reason Disputes proceed in court rather than in arbitration, you and TIDAL waive any right to a jury trial. In that instance, you expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts sitting in the State of New York, County of New York.

(g) *Right to Opt Out.* You may reject this Arbitration Provision, in which case only a court may be used to resolve any Dispute. To reject this provision, you must send us an opt-out notice (the “Opt Out”) within thirty (30) days after you create a TIDAL account or we first provide you with the right to reject this provision.

The Opt Out must be mailed to Block, Inc., Attn: TIDAL Arbitration Provision, 1955 Broadway, Suite 600, Oakland, 94612. For your convenience, we are providing an opt out notice form you must fill in to Opt Out. You must complete this form by providing your name, address, phone number and the email address(es) you used to sign up and use the TIDAL Service. This is the only way of opting out of this provision. Opting out will not affect any other aspect of the Agreement, or the TIDAL Service, and will have no effect on any other or future agreements you may reach to arbitrate with us. An Opt Out that purports to opt out multiple parties will be invalid as to all such parties. No individual party (or their agent, representative, or group of agents or representatives) may effectuate an Opt Out on behalf of other individual parties.

(h) If you are based in the European Union (“EU”): In accordance with our Content Guidelines, in respect of TIDAL Upload, we may make decisions which affect you about (i) whether or not to remove or disable access to or restrict visibility of information; (ii) whether or not to suspend or terminate our provision of the TIDAL Service, in whole or in part, to you; and/or (iii) whether or not to suspend or terminate the your account. Notwithstanding anything to the contrary contained in this Section 16, if you disagree with any such decision, you are entitled to select any out-of-court dispute settlement body certified by the Digital Services Coordinator in the relevant EU member state to resolve a dispute relating to any such decision. TIDAL will engage with the selected certified out-of-court dispute settlement body with a view to resolving the dispute in accordance with the Digital Services Act. You should be aware that TIDAL is not bound by any decision made by a certified out-of-court dispute settlement body. You also have the option to pursue your claim in accordance with the terms of this Section 16.

17. Miscellaneous

TIDAL may assign this Agreement, and may assign or delegate, in whole or in part, any of its rights or obligations under this Agreement. You may not assign this Agreement, in whole or in part, nor transfer or sub-license your rights under this Agreement, to any third party. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provision of the Agreement, which shall remain in full force and effect. You may have certain rights that cannot be limited by contract under applicable law. These Terms in no way intend to restrict those rights. Any failure by TIDAL or any third-party beneficiary to act on or enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision of this Agreement. No waiver shall be effective against TIDAL unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Other than as stated in this Section or as explicitly agreed upon in writing between you and TIDAL, this Agreement constitutes all the terms and conditions agreed upon between you and TIDAL and supersedes any prior agreements in relation to the TIDAL Service, whether written or oral.

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