Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY

These Terms of Use describe rules for visitors to this Low Key Music Group LLC ("**LKMG**") Website. This Website is owned and operated by LKMG. When we use the words "we" or "our", we mean LKMG.

Please read this page carefully. By using this Website, you agree to be bound by all of the Terms and Conditions set forth below. If you do not accept these Terms of Use, please do not use this Website.

These Terms of Use were last updated on August 3, 2021. We may change these Terms of Use at any time. Please review the Terms of Use each time you visit the Website. By using this Website, it means you accept the most recent version of the Terms of Use.

OUR COPYRIGHTS AND TRADEMARKS

The content on this Website belongs to or is licensed to us. The content is protected by United States and international copyright laws. There are some important rules about copying this content. You may e-mail, download, or print copies of the content on this Website, but only for your personal, noncommercial use. When you e-mail, download, or print a copy of the content on this Website, you must also include all copyright and other notices that are in the content, including the copyright notice on the bottom of the page.

The names, trademarks, and logos appearing on this Website are, unless otherwise noted, trademarks owned by or licensed to LKMG. These items are protected by United States and foreign of trademark laws.

There may be special rules for the use of content provided on certain parts of this Website. These special rules will be posted near the content.

If you use the content or trademarks on this Website in a way that is not clearly allowed by these Terms of Use, you are violating your agreement with us and may be violating copyright, trademark, and other laws. Any use of our marks contrary to these terms and conditions will result in the automatic revocation of your permission to use this Website. Title to the content remains with us or with the authors of the content contained on this Website. All rights not expressly granted are reserved.

LINKS TO THIS WEBSITE AND USE OF LKMG TRADEMARKS

You are hereby granted a non-exclusive, limited, and revocable license to link to this Website. LKMG reserves the right to revoke this license generally, or your right to use specific links, at any time. If LKMG revokes this license, you agree to remove and disable any and all of your links to this Website immediately.

You agree not to present the link to this Website in such a way that it is associated with advertising or appears to be an endorsement of any organization, product, or service. You agree that the link will not appear on a Website that a reasonable person may consider obscene, defamatory, harassing, grossly offensive, or malicious. Under no circumstances may you "frame" this Website or any of its content or copy portions of this Website to a server. You agree not to display or use the LKMG logo or trademark in any manner without our prior written permission.

LINKS TO OTHER WEBSITES

This Website may contain links to Websites not operated by LKMG. We provide these links for your convenience, but we do not review, control, or monitor the content on any other Websites. We are not responsible for the performance of those Websites or for your business dealings with them. Your use of other Websites is subject to the terms of use of those Websites, including the privacy policies of those Websites. If you decide to visit any third-party sites using links from this Website, you do so at your own risk.

YOUR FEEDBACK, COMMENTS AND IDEAS

While we are pleased to receive feedback, comments and ideas from visitors to this Website, we want you to understand that any information that you submit through this Website will be considered non-personal, non-confidential, and non-proprietary (other than personal information, as that term is defined in our **Privacy Statement**).

If you transmit any ideas, information, concepts, know-how or techniques or materials to us through this Website, you hereby grant LKMG an unrestricted, royalty-free, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute them in any medium, and agree that LKMG is free to use them for any purpose.

As a user of this Website, you are responsible for your own communications and the consequences of posting them. Therefore, do not do any of the following things: transmit to us material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; send material that reveals trade secrets, unless you own them or have the permission of the owner; send material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; send material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity; send sexually-explicit images; send advertisements or solicitations of business; send chain letters or descriptions of or invitations to participate in pyramid schemes; or impersonate another person. If LKMG learns or suspects that you may have posted material in violation of these rules, it will remove that material pending further investigation.

If you believe that anything posted on LKMG's Website infringes or may infringe the rights of others, including copyright, please notify us through the **Contact link** on our Website. We will investigate your claim and take the appropriate action in response.

LIMITATION OF LIABILITY

Although LKMG strives for accuracy in all elements of Website content, it may contain inaccuracies or typographical errors. Additionally, while users of this Website are bound by these terms and conditions not to submit false material, LKMG cannot be responsible for the violation of these terms by users, or for the reliance by users upon false or misleading material submitted by other users. LKMG makes no representations about the accuracy, reliability, validity, completeness, or timeliness of the content on this Website or about the results to be obtained from using the Website or from relying on its content. You use the Website and its content at your own risk. This Website content may not always be the most current source of information, and LKMG disclaims any duty to update this Website or the Website content, and also disclaims liability for any failure to update this Website or the site content. In addition, the content available on this Website is provided as a convenience only.

LKMG DOES NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THIS WEBSITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES, WORMS, OR OTHER HARMFUL MATERIAL. IF YOUR USE OF THIS WEBSITE OR THIS WEBSITE'S CONTENT RESULTS IN ANY COSTS OR EXPENSES, INCLUDING, WITHOUT LIMITATION, THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, LKMG SHALL NOT BE RESPONSIBLE FOR THOSE COSTS OR EXPENSES.

THIS WEBSITE AND ITS CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, LKMG DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. ALTHOUGH LKMG STRIVES TO PROVIDE THOROUGH AND ACCURATE CONTENT ON ITS WEBSITE, WE MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE CONTENT, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

DISCLAIMER OF DAMAGES

IN NO EVENT SHALL LKMG, ITS AFFILIATES, OR ANY THIRD PARTIES MENTIONED ON THE WEBSITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE CONTENT ON THIS WEBSITE OR SITES LINKED TO THIS WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LKMG IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNITY

By using this Website, you agree to defend, indemnify, and hold harmless LKMG, its officers, directors, employees and agents from and against any and all losses, claims, damages, costs, and expenses (including reasonable legal and accounting fees) that LKMG may become obligated to pay arising or resulting from your use of this Website content or your breach of these Terms and Conditions. LKMG reserves the right to assume or participate, at your expense, in the investigation, settlement, and defense of any such action or claim.

OTHER RULES ABOUT THIS WEBSITE

In addition to the rules in these Terms of Use and the <u>Privacy Statement</u>, you may be subject to additional terms that may apply when you access particular services or content on certain areas in this Website, such as when you follow a link from this Website. Please read our <u>Privacy</u> **Statement** to learn how we protect and use information that we gather through this Website.

Your obligations under this section and the sections called "Your Feedback," "No Warranties" and "Limitation of Liability" will survive termination of these Terms of Use.

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

If you violate these Terms of Use or the Privacy Statement in a way that causes harm to others, you agree to hold United Therapeutics harmless against any liability for that harm.

By using this Website, you agree that the only proper jurisdiction and venue for any dispute with LKMG, or in any way relating to your use of this Website, is in the state and federal courts in the State of California, County of Los Angeles, U.S.A. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute involving LKMG or its affiliates, employees, officers, directors, agents, or suppliers.

These Terms of Use are governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles, and the federal laws of the United States. All questions about Privacy are addressed by the **Privacy Statement**.

QUESTIONS, COMMENTS, AND NOTICES

We may deliver notice to you by electronic mail, a general notice on this Website, or by written communication delivered by First Class U.S. Mail to your address on record with us. If you have questions or comments about these Terms of Use, please contact us through the **Contact link** on our Website.