

TERMS AND CONDITIONS OF USE

Last updated: 14 August 2026

1. INTRODUCTION AND LEGAL TERMS

By accessing or using our software *and* any associated website or application operated by Consular Recordings (Pty) Ltd trading as Haezerstudios ("**Haezerstudios**", and collectively, the "**Platform**"), or any of our services, you agree that you have read, understood, and agree to be bound by the terms and conditions contained herein ("**Terms**"). All rights in and to the content of the Platform remain reserved by Haezerstudios and/or its licensors (including independent artists and other rights holders), as applicable. For clarity, these Terms apply to all users of the Platform and Services, including customers purchasing licences and any persons acting on their behalf.

These Terms set out the conditions on which you may use the Platform and Services (as defined in paragraph 2 of these Terms). If you continue to access or use the Platform, we will assume you have read and understood these Terms.

Please pay specific attention to the **BOLD** paragraphs of these Terms. These paragraphs limit our risk or liability, require you to assume risk or liability, require you to indemnify us, or require you to acknowledge certain facts.

The terms "end user", "you" and "your" refer to any person or entity accessing or using the Platform, including to browse, download music where permitted, and/or purchase a licence to use music in an audiovisual, advertising, promotional, post-production, or other project. The terms "us", "our" and "we" refer to Haezerstudios.

2. OUR SERVICES

What Our Platform Offers

The Platform is a curated music platform that showcases independent artists and provides (a) music downloads, and (b) instant, non-exclusive, single-use licensing of music for projects (including but not limited to, by filmmakers, music supervisors, agencies, and post-production studios) through an auto-generated licence delivered to the licensee (the "**Services**"). For each track made available for licensing on the Platform, Haezerstudios represents that it has the right to grant the licence described in the auto-generated licence issued at checkout for that purchased track. The catalogue may include self-published or unpublished music and select third-party catalogues made available to us under non-exclusive arrangements. We do not act as a broker, agent, intermediary, or connector to third-party service providers for users, and we do not arrange or procure services from external vendors on your behalf.

License for Use

Subject to your compliance with these Terms, Haezerstudios grants you a personal, revocable, non-exclusive, non-transferable, and non-assignable licence to access and use the Platform and related Services for lawful purposes and in accordance with these Terms. This licence does not grant you any rights to any music, recordings, compositions, artwork, names, logos, metadata, or other content made available on the Platform ("**Catalogue Content**"), except to the extent you purchase a licence for a specific track via the Platform and comply with the applicable licence terms. All rights not expressly granted to you are reserved by Haezerstudios and its licensors (including artists and other rights holders). You may not reproduce, distribute, publicly perform, synchronise, communicate to the public, modify, create derivative works from, reverse engineer, scrape, or otherwise exploit the Platform except as expressly permitted by these Terms.

Service and Licensing Disclaimers

The Platform provides access to Catalogue Content and enables instant, non-exclusive licensing of specific tracks for use in a defined project in accordance with the licence issued at checkout. Unless we expressly agree otherwise in writing, any information displayed on the Platform (including track descriptions, tags, genres, moods, BPM, and other metadata) is for general informational purposes only and we do not guarantee its accuracy or suitability for your

intended use. You remain solely responsible for (a) selecting appropriate music for your project, (b) ensuring your use complies with the licence issued to you and all applicable laws, platform policies, broadcaster requirements, and industry standards, and (c) obtaining any additional rights, clearances, permissions, releases, consents, cue sheets, or approvals that may be required for your particular use (for example, where your intended use falls outside the scope of the licence offered on the Platform).

You acknowledge that availability of Catalogue Content and delivery of downloads and/or licence documentation depends on the operation of the Platform and third-party services. We do not warrant that any track, link, download, file, or licence document will be uninterrupted, error-free, or available at all times, or that Catalogue Content will remain available for any duration (including where an artist or rights holder removes content or we remove it in our discretion). You are responsible for verifying that the track and licence you purchase match your intended project and for maintaining your own records of licences and proof of purchase.

Where the Services rely on, integrate with, or are delivered through third-party systems, networks, devices, or channels (including payment processors such as PayPal, and any content delivery, storage, or hosting providers), we do not control those third parties and we do not warrant their availability, performance, accuracy, delivery times, security, or continued operation. Without limiting the general disclaimers in these Terms, we are not responsible for any fees, charges, foreign exchange conversion rates, or currency conversion fees imposed by any payment gateway, payment processor, bank, card issuer, or payment provider, or for payment failures, delays, non-delivery of download links or licence emails, message filtering, loss of messages, or other issues arising from such third-party systems or connectivity, and you are responsible for maintaining suitable devices, connectivity, permissions, and security settings for your use of the Services.

3. REGISTERING WITH THE PLATFORM

Account Creation: You may browse the Platform and purchase a licence without creating an account, provided you supply the information reasonably requested by us at checkout to issue the licence. When purchasing a licence for a track, you must provide the information reasonably requested by us to issue the licence, which may include (without limitation) your email address, usage type, duration, and a project name/title (which will appear on the auto-generated licence). After purchase, you will be redirected to a page where you may create a password; if you do so, an account will be created using the email address you provided at checkout and that password. You may subsequently sign in using that email address and password to access your order history, download links, licence documentation, receipts, and account settings. If you do not create a password and account, you will still be able to access your downloads and licence documentation via the links or communications we provide to you after checkout, but you will not have access to account settings. For clarity, licences offered through the Platform are for use in a specific project as described in the licence issued to you.

Project-Specific, Single-Use Licences: Each licence purchased via the Platform is for a single, specific project identified at checkout and scope as described in the licence issued at checkout. If your project title changes but the underlying campaign/production remains the same, you may continue to use the track under the same licence, but you must notify us as soon as reasonably practicable so we can update our records and (where applicable) re-issue the licence documentation.

Changes and Retroactive Licences: If the underlying campaign/production changes, or if you wish to re-use the track in any other production (including a different campaign, episode, cut, version, brand/advertiser, distribution channel/media, territory, term, or materially different project), you must obtain a new licence before such use. If you have used a track after a licence expired or outside its scope, you must contact support to request a retroactive licence quote. Retroactive licences are processed manually and are not available through any automated portal workflow, and any retroactive licence pricing and approval is at Haezerstudios' sole discretion.

Accurate Information: You agree to ensure that any information you provide to us (including your email address and the project name/title used for licensing) is accurate, current, complete, and kept up to date. We may suspend, limit, or delay Services (in whole or in part) where required information is not provided or where the information supplied is inaccurate, incomplete, misleading, or not reasonably fit for issuing a licence.

Warranty: By using the Services and sharing personal data with us, you warrant that (a) you are authorised to create the account (and, if you are acting for a company or other entity, you have authority to bind that entity), and (b) the information you provide is accurate and not misleading. You are responsible for maintaining the confidentiality of account credentials, for all activity that occurs under your account, and for promptly notifying us of any unauthorised access or suspected security incident. Please see our Privacy Policy for more details on how we use and process personal data.

Account Credentials and Authorised Users: You must ensure that all usernames, passwords, and other access credentials used to access the Platform are kept secure and confidential and are managed in accordance with good security practices. You are responsible for all acts and omissions of any users you authorise to access the Platform or Services (each an “**Authorised User**”), and you must ensure that each Authorised User complies with these Terms.

Verification and Acceptance of Registration: We may require reasonable information to verify your identity and authority (where applicable). We may accept, reject, or place conditions on any registration request in our reasonable discretion, including where we suspect fraud, unauthorised access, misuse, or non-compliance with these Terms, or where required information is incomplete. Registration is not complete until we confirm activation (which may be done via the Platform or in writing).

Changes to Account Information: You must promptly update your account details where changes may affect the Services, including your email address and any other information required to issue licences or deliver downloads.

4. **PAYMENT TERMS**

Fees and Payment Terms: Certain Services are provided on a pay-per-transaction basis, including the purchase of licences for tracks via the Platform, at the prices displayed at checkout (the “**Fees**”). Fees may be displayed and charged in USD (or another currency as made available on the Platform). By purchasing a licence (or otherwise activating paid Services), you agree to pay the applicable Fees. You are responsible for any foreign exchange conversion rates, currency conversion fees, or other charges applied by your bank, card issuer, or payment provider, and any payment-processor fees charged by your bank or payment provider.

Billing, Payment and Authorisation: Fees are billed and payable at the time of purchase unless we agree otherwise in writing. You authorise us (or our third-party payment processor, including PayPal) to collect payment using the payment method you provide. You must ensure that your payment method remains valid and up to date. If any payment is rejected, reversed, disputed, charged back, or not received, we may (without limiting any other rights) cancel the transaction, treat the applicable licence as void, suspend access to the Services, and/or terminate your access in accordance with these Terms.

Taxes: We may charge and collect VAT or any other applicable taxes, levies, duties or other charges where required by applicable law. You are responsible for any such amounts applicable to the Fees. Any applicable VAT, taxes or duties will be calculated and displayed at checkout, and the total amount payable will be shown before you complete your purchase. You are also responsible for any fees, charges, foreign exchange conversion rates, or currency conversion fees imposed by any payment gateway, payment processor, bank, card issuer, or payment provider, and we are not responsible for such charges.

Changes to Fees and Models: We may change our pricing, billing structure, or available models/modules from time to time. Where reasonably practicable, we will give you prior notice of any Fee increase or material change to pricing that affects you, and such change will apply from the next billing cycle (or as otherwise stated in the notice). If you do not agree to the updated Fees, your remedy is to cancel or discontinue use of the affected Services before the change takes effect.

No Set-off; No Refunds: Fees are payable without set-off or deduction. Except to the extent required by applicable law or expressly agreed by us in writing, Fees are non-refundable, including for partially used billing periods, unused features, or suspended access due to your

breach or non-payment; provided that if you can demonstrate that you did not receive the applicable download or licence documentation for a track purchased via the Platform, and we do not cure such non-delivery within a reasonable time after receiving your written notice, then your sole and exclusive remedy is, at our option, a replacement delivery or a credit or refund of the applicable Fees for the affected transaction.

5. RESPONSIBILITIES AND WARRANTIES

By using the Services, you warrant that –

- you have read and agreed to these Terms and will use the Platform and Services in accordance with them, including any onboarding requirements, technical requirements, and acceptable use restrictions;
- you have not made any misrepresentations and all information you provide during registration, onboarding, and thereafter is true, accurate, complete, and kept up to date;
- you are at least 18 (eighteen) years old and have the legal capacity and authority to understand, agree with, and be bound by these Terms and to create an account;
- you lawfully possess, control, and submit all information you provide to Haezerstudios (including your account and licensing details) and you have obtained all necessary rights, permissions, and consents (where applicable) for us to process such information to provide the Services, and you hereby indemnify Haezerstudios against any third-party claims that may arise due to our processing of information shared by you with Haezerstudios in accordance with these Terms;
- you will not post, upload, replicate, or transmit any content that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, unlawful, in breach of confidence, in breach of privacy, or that restricts any other user from properly using the Platform or the Services;
- you will not send any unsolicited electronic messages or use any software, routine, or device to interfere or attempt to interfere electronically or manually with the operation, functionality, integrity, or security of the Platform or the Services, including (without limitation) uploading or making available files containing corrupt data, malware, or viruses, attempting to gain unauthorised access, or defacing, altering, or interfering with the front end “look and feel” of the Platform or the Services or the underlying software code;
- you will not infringe the intellectual property or other rights of any third party or Haezerstudios, and you will not transmit content or data that you do not own or do not have the right to provide, publish, distribute, or make available to us and the Platform;
- you will not use the Platform or the Services except as expressly permitted by these Terms and, where applicable, the licence issued to you at checkout for a specific track and project;
- you will not use the Platform or the Services to breach any applicable law or regulation, or to perform or encourage any illegal activity, including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
- you will not facilitate or assist any third party to do any of the above;
- you will only use a licensed track for the single project identified in the licence (including the project name/title you provide at checkout); you may make technical changes to the project title without re-licensing where the underlying campaign/production remains the same, but you may not use the same licence for a different campaign, production, episode, cut, version, brand/advertiser, distribution channel/media, territory, term, or other new or materially different project;
- you will not use any Catalogue Content (whether downloaded or licensed) in connection with any Prohibited Content (as defined below), and we may refuse, suspend, or terminate Services and/or void a licence where we reasonably believe a use breaches this restriction;

- **Cue Sheets:** Where your use of a licensed track is in connection with film, television, broadcast, streaming, or any other production where cue sheets or similar royalty reporting is customary or required, you must accurately prepare and submit the applicable cue sheet (and any updates) to the relevant broadcaster, platform, production company, performing rights organisation, or collection society, and you must ensure that artist and track credit information is correctly reflected to enable royalty collection. Upon request, you will provide us reasonable evidence of submission. Failure to submit required cue sheets may be treated as a material breach.
- **Prohibited Content:** For purposes of these Terms, "Prohibited Content" includes any project, content, or use that is (a) unlawful, defamatory, infringing, or misleading; (b) hate speech or content promoting violence, harassment, discrimination, or extremism; (c) pornography or sexually explicit content; (d) content depicting or promoting child sexual exploitation or abuse; (e) content promoting self-harm or suicide; (f) content promoting or facilitating illegal drugs, human trafficking, weapons trafficking, terrorism, or other criminal activity; and/or (g) any other content category we may reasonably designate as prohibited on the Platform from time to time;
- you will not modify, edit, sample, cut down, remix, create derivative works from, or otherwise alter any track unless such right is expressly granted in the licence issued to you (and if stems or alternate versions are provided, you may only use them as expressly permitted in the applicable licence);
- you will not use our name, logo, trademarks, or any artist name, artwork, or likeness for marketing, endorsement, or publicity purposes (including "we worked with" statements) without express prior written permission from the relevant rights holder (and, where applicable, from us). Separately, you grant us permission to use your name, trademarks, and logos solely on a non-commercial basis (for example, on our website, pitch decks, and social media) to identify you as a customer or to describe a project you licensed through the Platform, unless you opt out by written notice at any time; any such opt-out will apply prospectively and we will use reasonable efforts to remove future uses within a reasonable period. Client display rights for specific productions, project titles, or credits beyond the foregoing will be agreed on a case-by-case basis in a separate written agreement.
- if your licence has an end date or other limitation, you will promptly cease use upon expiry or termination, and you acknowledge we may restrict or disconnect access to downloads and/or licence documentation where a licence expires, is refunded, is charged back, or is otherwise void; continued use after expiry or outside the licence scope is unauthorised and may result in takedown demands, claims for additional fees and damages, and any other remedies available to us and/or the relevant rights holders.
- you will keep your account credentials (including passwords, access tokens, API keys, and integration credentials) confidential, implement reasonable security measures to prevent unauthorised access, promptly notify us of any suspected compromise or unauthorised use of your account, and remain responsible for all activity conducted through your account and by your authorised users;

Any breach of the above warranties and obligations is a material breach of these Terms, and we may enforce our rights, including restricting or terminating your access to the Platform or Services, reporting unlawful activity to applicable authorities, and/or instituting legal proceedings.

6. DATA PROCESSING

We will store and process all data you share with us in accordance with applicable data protection legislation, including the Protection of Personal Information Act 4 of 2013 ("POPIA"), and our Privacy Policy. In connection with the Services, we collect and process personal information such as your name and email address, and licensing details such as the project name/title you provide for the purpose of issuing an auto-generated licence. To the extent we process personal information strictly on your documented instructions and on your behalf in connection with the Services, you appoint us as your operator (as defined in POPIA) and you instruct us to process such personal information solely for the purposes of providing,

maintaining, supporting, and improving the Services, issuing and administering licences, performing our obligations under these Terms, and complying with applicable law. We will implement appropriate technical and organisational measures to protect personal information against loss, unauthorised access, and unlawful processing, and will ensure that persons authorised to process personal information are subject to appropriate confidentiality obligations. In the event of a breach of personal information (including any unauthorised access to, or acquisition, loss, alteration, disclosure, or destruction of, personal information), we will notify affected users/customers without undue delay and within any legally required timeframe.

Please see our Privacy Policy for more information on how we process personal data, including details on data subject rights (where applicable), cross-border transfers, and how to contact us regarding privacy queries or requests.

Marketing Communications: Where we capture your email address, we may (now or in future) use it to send you Platform-related communications and updates about our products and Services, subject to applicable law and your marketing preferences. You may opt out of direct marketing at any time by using the unsubscribe link in the message or by contacting us using the details set out in the Privacy Policy or updating your preferences in your account settings (where available). Opting out of marketing communications will not affect essential transactional or service emails (such as licence delivery, receipts, security notices, and support communications).

7. **MESSAGES AND HYPERLINKS**

Data Messages between You and Haezerstudios

Your data messages (including emails and support queries) are deemed received when they enter our email system or support system. Our data messages to you (including auto-generated licences, receipts, and support responses) are deemed received when they enter your email inbox and can be retrieved.

We may choose not to respond to messages containing obscene, threatening, defamatory, illegal, or inappropriate content, and may take appropriate action if necessary.

Internet and email messages may be intercepted, lost, delayed, or corrupted, and we are not responsible for their security or integrity.

Hyperlinks, Deep Links, Framing

The Platform may include links to other websites ("**other sites**"). We do not own or endorse these other sites and are not responsible for the information, material, products, or services contained on or accessible through these other sites. Any hyperlinks do not imply any endorsement, agreement on or support of the content or products of these other sites.

We do not own the content on any other site which may be shown on the Platform. Should the owner of any content showcased on the Platform want the content to be removed, please contact us to request the removal of such content. Your access and use of the other sites remain solely at your own risk and on the terms set by the operator of any other site.

8. **INTELLECTUAL PROPERTY**

Platform IP: All Platform and software layout, content, material, information, data, software, icons, text, graphics, layouts, images, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks, together with the underlying software code, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by Haezerstudios and/or its licensors, and as such, are protected from infringement by domestic and international legislation and treaties. For the avoidance of doubt, Catalogue Content (including music tracks, sound recordings, musical works, artist names, artwork, and related metadata) may be owned by artists and other rights holders and is made available to Haezerstudios under non-exclusive arrangements.

User submitted IP: All rights to any intellectual property you provide to us will remain with you, but you grant us a revocable, non-exclusive, non-transferable, fully paid licence to host, display, reproduce, and make such intellectual property available on the Platform to provide the Services and to administer licensing transactions, subject to any additional terms applicable between us and the relevant rights holder.

No Modification of IP: Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Platform, the Services or Haezerstudios are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell, or transfer any intellectual property, editorial content, graphics or other material or the underlying software code whether in whole or in part, without our prior written consent, which may be refused in our discretion. Should you breach these provisions, we and/or the relevant intellectual property rights owner may take legal action for breach of these Terms.**

Updates: We may make improvements or changes to the intellectual property, information, videos, graphics, and other materials on the Platform or within the Services, or suspend or terminate the Platform or Services, at any time without notice; provided that any transactions already concluded will not be affected.

Third Party IP: Where any intellectual property has been licensed to us or belongs to any third party ("**third party IP**") all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions. If there is a conflict between the licensing terms of third-party IP and these Terms, the licensing terms of the third-party IP shall prevail only in connection with the related third party IP. Haezerstudios disclaims all liability related to any third-party components utilised in the Services. You acknowledge that Haezerstudios is not the author, owner or licensor of any third-party IP, and we accordingly make no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of third-party IP. Under no circumstances shall the Services or any portion thereof (except in respect of any third party IP contained therein) be deemed to be "open source" or "publicly available" software.

User Licence: Subject to adherence to the Terms, Haezerstudios grants to you a personal, revocable, non-exclusive, non-assignable and non-transferable licence to access and display the Platform on devices under your control for the purpose of browsing Catalogue Content and using the Services. Nothing in these Terms grants you any right to use any Catalogue Content except as expressly granted in the licence issued to you at checkout or with our prior written permission.

9. **INDEMNITIES AND DISCLAIMERS**

Disclaimers

The Platform and Services are provided on an “as is” and “as available” basis without any warranties of any kind, whether express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement, or that the Platform or Services will be uninterrupted, timely, error-free, or completely secure. Haezerstudios does not warrant that the Platform or Services will meet your specific requirements, that Catalogue Content will remain available, or that any defects or errors will be corrected. You acknowledge and agree that your use of the Platform and Services is at your sole risk.

We implement reasonable technical and organisational measures designed to protect the security and integrity of the Platform and the Services. However, we do not warrant that the Platform or Services will be uninterrupted or error-free, or that any information, data, content, software, or other material accessible through the Platform or the Services will be free of bugs, viruses, worms, trojan horses, or other harmful components.

To the maximum extent permitted by applicable law, Haezerstudios, its shareholders, directors, employees, partners, and affiliates shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including loss of profits, revenue, data, goodwill, or other intangible losses, arising from or in connection with (i) your use of, or inability to use, the Platform or Services; (ii) any unauthorised access to or use of our systems and/or any information stored therein; (iii) any interruption, delay, suspension, or cessation of transmission to or from the Platform; (iv) any bugs, viruses, trojan horses, or the like transmitted to or through the Platform by any third party; (v) any non-availability, withdrawal, removal, or change to Catalogue Content; (vi) your use of any track outside the scope of the licence issued to you; or (vii) any third-party systems, products, or services you connect to or use with the Services (including payment providers such as PayPal, networks, devices, or telecommunications providers).

You expressly acknowledge and agree that Haezerstudios is not liable or responsible for the conduct of other users or third parties (including any unlawful, offensive, or improper conduct), or for any dispute between you and any third party (including rights holders, broadcasters, platforms, distributors, or payment providers such as PayPal) arising from or relating to your use of the Services, including any use of music outside the scope of a licence.

Indemnities

You indemnify and hold harmless Haezerstudios, its shareholders, directors, employees, and partners from any third-party demand, action, application, or other proceedings (including reasonable attorneys’ fees and related costs) arising out of or in connection with (i) your access to or use of the Platform and/or Services (including by your Authorised Users), (ii) any information you provide to the Platform, including any allegation that such information infringes a third party’s rights or violates applicable law, (iii) your use of any track outside the scope of the licence issued to you (including after expiry/termination, or for a different project or campaign than the one identified in the licence), and/or (iv) any use of, or reliance on, third-party systems in connection with the Services (including payment providers such as PayPal), except to the extent such losses arise from the gross negligence or wilful misconduct of Haezerstudios or its representatives.

You agree to indemnify, defend, and hold Haezerstudios, its shareholders, directors, employees, and partners harmless from any direct or indirect liability, loss, claim, or expense (including reasonable legal fees) to the extent arising from (a) your breach of these Terms, the applicable licence terms, or applicable law, (b) any information you provide that is inaccurate, incomplete, misleading, or unauthorised, (c) any claim by a third party relating to your use of a track (including any broadcast, platform distribution, advertising, or public communication), and/or (d) any allegation that your use of the Services or any Catalogue Content (including use outside the scope of a licence or prohibited content uses) infringes or misappropriates a third party’s intellectual property, privacy, personality, or other rights, except to the extent such liability, loss, claim, or expense results from the gross negligence or wilful misconduct of Haezerstudios or its representatives.

This clause will survive termination of these Terms.

10. DISPUTE RESOLUTION

Negotiation: If a dispute, disagreement, or claim arises between you and Haezerstudios, you and Haezerstudios will try to resolve it in good faith through informal negotiations.

Mediation: If we can't resolve the dispute through negotiation (or within any extended period we agree), either you or Haezerstudios may refer it to an independent industry expert to mediate and help us reach a solution.

Arbitration: If the dispute still isn't resolved after mediation, it will be finally resolved by confidential, binding arbitration under the expedited rules of the Arbitration Foundation of Southern Africa ("AFSA"), with the arbitrator appointed by AFSA.

Jurisdiction: You and Haezerstudios consent to the jurisdiction of the appropriate South African courts. You may also use any tribunal or ombud process available under applicable law.

No publication: Neither you nor Haezerstudios may publicise any dispute on social media or any other public platform, except where required by law or to obtain legal, financial, or professional advice on a confidential basis.

11. TERMINATION OF USE

IN ADDITION TO OUR OTHER RIGHTS HEREIN, WE MAY RESTRICT AND/OR TERMINATE YOUR USE OF OUR PLATFORM AND/OR SERVICES IF YOU BREACH THESE TERMS OR ANY LICENCE TERMS ISSUED TO YOU, IF WE REASONABLY BELIEVE YOUR USE CREATES A SECURITY, FRAUD, COMPLIANCE, OR RIGHTS-INFRINGING RISK, IF WE REASONABLY BELIEVE YOU HAVE USED ANY CATALOGUE CONTENT IN CONNECTION WITH PROHIBITED CONTENT, IF WE REASONABLY BELIEVE ANY APPROVAL WAS BASED ON INACCURATE OR INCOMPLETE INFORMATION, OR IF WE ARE REQUIRED TO DO SO BY LAW OR A PAYMENT SERVICE PROVIDER. WHERE REASONABLY PRACTICABLE, WE WILL GIVE YOU REASONABLE NOTICE.

In the event of termination, we will remove your access to the Platform and Services. You may request deletion of your account and associated data by using the account deletion option in the Platform settings, or by emailing support@haezerstudios.com. We will process deletion requests within 30 days after verification, subject to any lawful retention requirements. For the avoidance of doubt, termination of your account does not grant you any continued right to use any Catalogue Content; your rights are limited to the scope and duration (if any) of any licence issued to you, and any continued use outside that scope is unauthorised.

12. NOTICES AND SERVICE ADDRESS

Each party chooses its service address for giving notices, serving process, and any other purposes arising from these Terms as follows:

- in the case of Haezerstudios, at hello@haezerstudios.com; or
- in the case of the client, at the e-mail, cellphone number, and/or address provided when onboarding with us.

Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.

Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

13. COMPANY INFORMATION

- **Site owner:** Consular Recordings (Pty) Ltd trading as Haezerstudios
- **Legal status:** Private Company
- **Registration number:** 2018/317921/07
- **Description of business:** Curated music download and licensing platform

- **Platform address:** 81 Main Road, Glenellen Farm, Hout Bay, 7806
- **Email address:** hello@haezerstudios.com
- **Telephone number:** +27 82 4906 326
- **Registered address:** 12 Pillans Road, Cape Town, Rosebank, 7700
- **Postal address:** As above.

14. GENERAL

Relationship Between the Parties: Nothing in these Terms creates a partnership, joint venture, employment relationship, or agency relationship between the parties. Neither party may bind the other, and neither party will be liable as a partner of the other to any third party.

Force Majeure: If either party is prevented or delayed from performing its obligations under these Terms due to an event beyond its reasonable control (including war, riots, civil commotion, electrical load-shedding or surges, legal prohibitions or restrictions, epidemics, pandemics, governmental lockdowns, fire, floods, or similar natural disasters), that failure will not constitute a breach and the affected obligations will be suspended to the extent and for the duration of the event, provided the affected party uses reasonable commercial endeavours to minimise any delay.

Change Without Notice: The Platform and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective once we upload the amended Terms to the Platform. Your continued access or use of the Platform constitutes your acceptance to be bound by these Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.

Entire Agreement: These Terms contain the entire agreement between the parties in relation to the subject matter hereof. No alteration, cancellation, variation, or addition will be of any force or effect unless published on the Platform.

No Indulgence: No indulgence, leniency or extension of time granted by Haezerstudios shall constitute a waiver of any of Haezerstudios' rights under these Terms and, accordingly, Haezerstudios shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the client which may have arisen in the past or which might arise in the future.

Importation of Words: Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts, and bodies corporate, and *vice versa*.

Headings as Reference: The headings to the paragraphs in these Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.

Governing Law: Your access and/or use of the Platform and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Failure to Pay: In the event of a client failing to pay any amount timeously or breaching these Terms, the client shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by Haezerstudios in relation to the payment failure or breach.

Severability: Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.

Prohibited Provision: No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions above.