

VURBED — TERMS OF SERVICE

Last updated: 6 July 2026 Effective date: 6 July 2026

These Terms of Service ("**Terms**") govern your access to and use of the Vurbed platform, website, and related services (collectively, the "**Platform**" or "**Service**"), operated by Vurbed, ("**Vurbed**", "**Vurbd**", "**we**", "**us**", "**Company**" or "**our**").

Please read these Terms carefully. They form a binding legal agreement between you and Vurbed.

1. Acceptance of These Terms

By accessing the Platform, creating or registering an account, purchasing or using Tokens, submitting a song for review as an Artist, and/or reviewing Submissions as a Curator, **you accept the offer made by Vurbed on these Terms and you agree to be bound by them.**

Acceptance occurs by any of the following, whichever happens first: (a) clicking "I agree" or any equivalent button at sign-up; (b) creating an account; (c) purchasing Tokens; or (d) reviewing or acting on any Submission as a Curator. If you do not agree to these Terms, you must not access or use the Platform.

If you are using the Platform on behalf of a company, label, or other entity, you represent that you have authority to bind that entity, and "you" refers to that entity.

2. Definitions

In these Terms:

- "**Artist**" (or "Consumer") means a user who purchases Tokens and submits one or more songs hosted on Spotify (or another supported streaming service) to be pitched to Curators for review and possible playlist consideration.
- "**Curator**" means an independent third party who operates one or more playlists and who reviews Artist Submissions through the Platform in exchange for payouts.
- "**Tokens**" means the prepaid units of credit purchased through the Platform that an Artist uses to submit songs for review. Tokens are described further in Clause 4.
- "**Submission**" means a song, link, and accompanying information submitted by an Artist for review by a Curator.
- "**Payout**" (or "payout" or "payouts") means the amount credited or paid to a Curator in respect of Submissions reviewed, in accordance with the Platform's then-current rates.

- **"Content"** (or "content") means any material uploaded, submitted, or made available through the Platform.
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3. Eligibility and Accounts

You must be at least 18 years old (or the age of majority in your jurisdiction) to use the Platform. You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You agree to provide accurate, current, and complete information, and to keep it updated. Vurbed may suspend or terminate accounts that contain false, misleading, or fraudulent information.

4. The Token Economy and the Service

The Platform operates a prepaid Token economy:

- Artists purchase Tokens and spend them to submit songs to Curators for review. Different playlist tiers may require different numbers of Tokens per Submission.
- Curators independently review Submissions and decide, in their sole and absolute discretion, whether to add a song to a playlist. **Placement on any playlist is never guaranteed.**
- Curators receive Payouts for reviewing Submissions in accordance with the Platform's then-current rates.

Vurbed acts solely as a marketplace and intermediary connecting Artists and Curators. Vurbed does not itself own, control, or operate Curators' playlists, and does not make playlist placement decisions.

Except as expressly stated in these Terms (including Clause 13 on shutdown), **Tokens and Payouts are non-refundable and have no cash value outside the Platform.** Tokens spent on a Submission are consumed when the Submission is reviewed, regardless of the outcome of that review.

5. Curators as Independent Contractors

Curators are **independent contractors**. Nothing in these Terms or in the operation of the Platform creates any employment, agency, partnership, joint venture, or fiduciary relationship between Vurbed and any Curator.

A Curator is **not** an employee, agent, representative, or extension of Vurbed, and has no authority to bind, represent, or act on behalf of Vurbed. Curators are solely responsible for their own playlists, their own conduct, their own tax obligations, and any representations they

make. Vurbed does not endorse, vet beyond its stated checks, or guarantee the quality, reach, or legitimacy of any individual Curator or playlist.

6. Prohibited Conduct, Forfeiture, and Curator Termination

You must not use the Platform to engage in any form of manipulation, fraud, or abuse. Prohibited conduct includes, without limitation:

- Falsifying, inflating, or misrepresenting stream counts, follower counts, or other playlist metrics;
- Artificial, automated, or bot-driven manipulation of streams, plays, saves, or the Platform's systems;
- Registering, listing, or pitching to fake, inorganic, or artificially inflated playlists, including playlists grown through illegitimate, deceptive, or non-organic marketing methods;
- Any attempt to exploit, game, reverse-engineer, or circumvent the Platform, its Token system, its review process, or its payout mechanics; or
- Any other conduct that breaches these Terms or applicable law.

Where Vurbed determines, in its reasonable discretion, that a Curator (or any account) is in breach of this Clause or any part of these Terms, Vurbed reserves the right, without prior notice and without liability, to: (a) suspend or forfeit any Tokens and/or pending or accrued Payouts; (b) withhold, reverse, or cancel any Payout; and/or (c) suspend or terminate the relevant account(s) and any associated accounts.

This Clause is in addition to, and does not limit, any other rights or remedies available to Vurbed at law or under these Terms.

7. No Guarantee of Results

The Platform is a tool to connect Artists with Curators. **Vurbed does not guarantee, warrant, or promise any particular outcome**, including (without limitation) any playlist placement, stream count, follower growth, chart position, algorithmic performance, revenue, profit, or other commercial result.

Decisions about whether to add a song to a playlist rest entirely with the relevant Curator. Streaming platform algorithms (including Spotify's) are operated by third parties outside Vurbed's control, and Vurbed makes no representation as to how any third-party algorithm will treat any song. Any examples, estimates, or projections you encounter are illustrative only and are not a guarantee of results.

8. Limitation of Liability, Exclusions, and Indemnity

8.1 Exclusion and limitation of liability. To the maximum extent permitted by applicable law:

- The Platform is provided on an "as is" and "as available" basis, without warranties of any kind, whether express or implied.
- Vurbed shall not be liable for any indirect, incidental, special, consequential, or exemplary loss or damage, or for any loss of profits, revenue, goodwill, data, or business opportunity, however arising.
- Vurbed shall not be liable for any loss or damage arising from: (a) the acts, omissions, conduct, content, or playlists of any Curator, Artist, or other user; (b) any third-party service, including Spotify, Stripe, or any streaming platform; (c) any failure to achieve any commercial, algorithmic, or streaming result; or (d) software bugs, errors, downtime, interruptions, or technical faults in the Platform, including any consequential financial loss arising from such faults.
- Where liability cannot be excluded, Vurbed's total aggregate liability to you arising out of or in connection with the Platform and these Terms shall not exceed the total amount paid by you to Vurbed in the three (3) months immediately preceding the event giving rise to the claim.

8.2 What is not excluded. Nothing in these Terms excludes or limits any liability that cannot be excluded or limited under Singapore law, including liability for death or personal injury caused by negligence, or liability for fraud or fraudulent misrepresentation. Where the Unfair Contract Terms Act 1977 or any other applicable law requires that an exclusion or limitation be reasonable, the relevant exclusion or limitation in this Clause applies only to the extent that it is reasonable and permitted by law.

8.3 Indemnity. You agree to indemnify, defend, and hold harmless Vurbed and its officers, directors, employees, and contractors from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (a) your breach of these Terms; (b) your use or misuse of the Platform; (c) your Content or Submissions; and (d) without limitation, any situation where, through your use of the Platform, you land on, place a song on, or otherwise interact with any playlist that uses artificial streaming or other inorganic or manipulative methods. This indemnity survives termination of these Terms and the closure of your account.

9. Intellectual Property

The Platform and all of its components — including the Vurbed name and brand, the website, its source code, software, systems, functionality, databases, design, "look and feel", user interface (UI), user experience (UX), graphics, layouts, text, and all other assets — are owned by Vurbed (or its licensors) and are protected by intellectual property laws.

Except for the limited right to access and use the Platform in accordance with these Terms, you are granted no right, title, or interest in or to any of Vurbed's intellectual property. You

must not copy, reproduce, modify, reverse-engineer, scrape, distribute, or create derivative works from any part of the Platform without our prior written consent.

You retain ownership of your own Content and Submissions, but you grant Vurbed a non-exclusive, worldwide, royalty-free licence to host, store, display, and process that Content as necessary to operate and provide the Platform.

10. Variation of These Terms and the Token System

Vurbed reserves the right to update, amend, or vary these Terms, and to update, change, restructure, or re-price the Token system at any time. This expressly includes the right to change Token pricing, the number of Tokens required to submit to different playlist tiers, payout rates, and the tiering of Submissions to different categories of playlist.

We will take reasonable steps to notify you of material changes, for example by posting the updated Terms on the Platform and/or by email, and by updating the "Last updated" date above. Changes take effect when posted (or on any later date stated). Your continued use of the Platform after changes take effect constitutes your acceptance of the revised Terms. If you do not agree to a change, your remedy is to stop using the Platform.

Changes to Token pricing or tiers will not retroactively affect Tokens already purchased, save that the playlist tiers and Submission costs applicable to a Submission are those in force at the time the Submission is made.

11. Force Majeure

Vurbed shall not be in breach of these Terms, nor liable for any delay, failure, interruption, or unavailability of the Platform, to the extent that it is caused by an event beyond Vurbed's reasonable control, including any storm, earthquake, flood, or other act of God, war, invasion, act of foreign enemy, hostilities, civil war or strife, riot, national state of emergency, plague, epidemic or pandemic, fire, power or internet failure, or failure of any third-party service provider (a "**Force Majeure Event**").

Where a Force Majeure Event affects the Platform (including any technical fault, outage, or failure resulting from such an event), **these Terms shall remain in force and shall not be terminated**. Vurbed's obligations shall be suspended for the duration of the Force Majeure Event, and Vurbed shall resume performance once the Platform has been restored.

12. Dispute Resolution

12.1 Informal resolution first. If any dispute, controversy, or claim arises out of or in connection with these Terms or the Platform (a "**Dispute**"), the parties shall first attempt in good faith to resolve the Dispute informally. You agree to contact us at **support@vurbed.com** with a written description of the Dispute, and the parties shall negotiate in good faith for a period of at least thirty (30) days from that notice.

12.2 Arbitration. If the Dispute is not resolved informally within that period, **you consent and agree that the Dispute shall be referred to and finally resolved by arbitration.**

The arbitration award shall be final and binding on the parties. This Clause does not prevent either party from seeking urgent injunctive or interim relief from a court of competent jurisdiction where necessary to protect its rights pending arbitration.

13. Termination by Vurbed (Shutdown and Refunds)

In the event that Vurbed decides to, or is required to, shut down or cease operating the Platform — for example due to the winding up, closure, or termination of the company or the business — Vurbed will provide at least **two (2) weeks' notice** to all active user accounts by email.

On such shutdown:

- **Artists:** all pending (unused) Token balances will be refunded to the original payment method used to purchase the Tokens, via Stripe, or via the payment method recorded by the user for that purchase.
- **Curators:** any payouts due will be paid out via the Curator's connected Stripe Connect account.

For any payment dispute, or any query relating to refunds or payouts on shutdown, please email **support@vurbed.com**.

This Clause does not limit Vurbed's right to suspend, forfeit, or terminate accounts for breach under Clause 6, in which case the refund and payout provisions of this Clause 13 do not apply to forfeited Tokens or withheld Payouts.

14. Governing Law

These Terms, and any Dispute arising out of or in connection with them or the Platform, shall be governed by and construed in accordance with the **laws of Singapore**.

15. General

- **Severability.** If any provision of these Terms is held to be invalid or unenforceable, that provision shall be modified to the minimum extent necessary, or severed, and the remaining provisions shall continue in full force and effect.
- **No waiver.** Vurbed's failure to enforce any provision is not a waiver of its right to do so later.
- **Assignment.** You may not assign or transfer your rights or obligations under these Terms without our prior written consent. Vurbed may assign these Terms in connection with a merger, acquisition, or sale of assets.
- **Entire agreement.** These Terms constitute the entire agreement between you and Vurbed regarding the Platform and supersede any prior agreements or understandings.
- **Contact.** Questions about these Terms may be sent to **support@vurbed.com**.

By using the Vurbed Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.