

#### TERMS AND CONDITIONS:

1. These Terms and Conditions shall be binding in respect of any use of the Material (as defined below);
2. Participation is open to individuals worldwide;
3. The artist professionally known as Julien Baker (“**Artist**”) is uploading and hosting the stems from the master recording by Artist of the composition entitled ‘Faith Healer’ (“**Materials**”) onto the websites [www.isolatecreate.com](http://www.isolatecreate.com) and [www.reverb.com](http://www.reverb.com) (“**Website**”). Users to the Website (“**Users**”) will be entitled to download the Materials to their personal computers, tablets or phones only and to use the Materials to create new and original remixes of the master recordings by Artist of the composition entitled ‘Faith Healer’ (“**User Remix**”) only. No other use of the Material is permitted hereunder;
4. Nothing contained in these terms and conditions or in the act of making the Materials available on the Website shall give to any Users or any other third party any rights in and to the Material and/or the User Remix or the underlying compositions embodied therein save as specifically stated herein. All rights in and to the Materials (whether as part of a User Remix or otherwise) and User Remix shall remain vested in the Artist and Label (as defined below) and user shall not have any right to use or exploit Materials and any User Remix save as specifically allowed hereunder or agreed with the Artist and Artist’s label, Matador Recordings LLC (“**Label**”) directly.
5. By downloading the Materials Users will be deemed to have read, understood, accepted and agreed and that any use of the Materials and/ or User Remix shall be in accordance with the terms and conditions contained herein only and to confirm to all laws and regulations;
6. Provision of the Materials via the Websites to Users is for educational purposes only. Users will be entitled to use the Materials to create remixes using the Materials only but Users shall not be entitled to make any use of the User Remixes and/ or Materials, for the avoidance of doubt User shall not be entitled to upload the User Remixes and/ or Materials to any website or digital service provider including without limitation Soundcloud and/ or Youtube or any other.
7. For the further avoidance of doubt, Artist and Label reserve the right to take down, remove, claim, oppose and/ or monetise any User Remixes in Artist and/or Label’s sole discretion;
8. Participation is open to Users over the age of sixteen (16).
9. By downloading the Material, each User hereby confirms and agrees that Label and Artist are the first owners of the entire copyright and all other rights in and to any User Remix remixed by that User using the Material hereunder and all reproductions made from the performances embodied therein and the copyrights if any in and to the User Remix shall be entirely Label’s property free of any claims whatsoever by User or any person firm or corporation deriving any rights or interests through or from User or any third party and for the purposes of US copyright law the User Remixes and the products of User’s services hereunder will be a work made for hire. To the extent that any rights to the User Remix (or any part thereof) vest in the User then by downloading the Materials and in consideration of £1, receipt and sufficiency of which is hereby acknowledged, Users hereby assigns all rights, title and interest (future, contingent or present) in and to the User Remix to Label irrevocably with full title guarantee throughout the world for the full period of copyright (including any renewals, revival and extension). Without limitation of the foregoing, Label and their designees shall have the worldwide rights in perpetuity to manufacture sell distribute exploit and advertise records embodying such recordings (i.e. any User Remix) by any method now or hereafter known to release records under any trademarks trade names or labels to perform the records or other reproductions publicly and to permit public performance thereof by radio broadcast television or any other method now or hereafter known all upon such terms and conditions as Label may approve and to permit others to do any or all of the foregoing or Label may at their election refrain from any or all of the foregoing.
10. Notwithstanding the foregoing, by downloading the Material Users hereby agree to enter into any further documentation required by Label and/or Artist to confirm the rights to the User Remix or otherwise;
11. Users warrant that they shall not incorporate any so-called “sample” into any User Remix hereunder without Label’s prior written approval thereto and Users shall in any event be responsible for obtaining and paying for licenses from the owners of the rights in the sound recording and musical

- composition embodied in any approved sample so incorporated therein. Any samples that any Users incorporate into a User Remix is done at Users own risk and liability.
12. Users further warrant that they are fully entitled and free to enter into these terms and conditions and make the warranties and grant of rights herein; and use of the User Remix by Artist and/ or Label shall not infringe or violate the copyright or performer's right or right of privacy or publicity or moral right or any other right of any person or common law or statutory rights of any third party and will not be defamatory or obscene;
  13. Users, by downloading the Materials, agree and do indemnify and hold harmless the Artist, Label and their licensees and assigns from any and all claims loss and damage (including reasonable legal fees) arising out of or connected with i) any claim by a third party which is inconsistent with any of the warranties or representations made by users in this contract or ii) any use of the User Remix by Label, Artist or authorised by Label and/or Artist.
  14. User's personal data will be processed in line with Label's privacy policy which can be found at <https://beggars.com/privacypolicy/>.
  15. Notwithstanding the foregoing, by downloading the Material Users acknowledge that the internet is not a secure medium and information submitted to this Website or any other third party website may be accessed by third parties and neither Label nor Artist accept any liability for third party interaction and/or interface;
  16. Label and Artist accepts no responsible or liability for i) technical, hardware, or software failures of any kind or lost or unavailable network connections which may limit or prohibit a User's ability to download the Materials or email the address stated above; or ii) any take down of any User Remix.
  17. Label reserves the right to amend these terms and conditions at their discretion;
  18. By downloading the Material, Users agree to release and hold harmless Artist, Label, its parent company, subsidiary and affiliated entities, directors, officers, employees, attorneys, agents and representatives from any damage, injury, death, loss, claim, action, demand or other liability that may arise from their downloading the Material, creating a User Remix and uploading the same as allowed and any other participation hereunder (including without limitation any loss caused by any errors or changes made by third party providers), or a breach by the User of these terms and conditions. Nothing in these terms and conditions shall limit Label or Artist's liability for death or personal injury caused by their employees or agents' negligence or for fraud;
  19. In addition to the foregoing, by downloading the Materials, Users give to Label and Artist the worldwide non-exclusive right in perpetuity to use and to permit others to use Users name, professional name and approved likeness and approved biographical material on all labels jackets inserts and card inlays of phonograph records and tapes embodying any of the masters and for advertising purposes in connection with such records and tapes. Label shall use reasonable endeavours to procure that user shall be given credit on all sleeves and card inlays.
  20. Neither party to these terms and conditions shall be liable for any failure or delay in performance under these terms and conditions to the extent that such failure or delay are caused by conditions beyond their reasonable control, including but not limited to acts of God, government restrictions, wars, insurrection.
  21. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these terms and conditions and the remaining clauses shall survive and remain in full force and effect.
  22. These terms and conditions and the content contained therein (including without limitation the Material and any User Remix) shall be governed by law of the State of New York and by participating all Users agree that all disputes shall be submitted to the exclusive jurisdiction of the Courts of New York State.