

# **TERMS AND CONDITIONS**

These Terms of Use ("Terms") govern the access to and use of the website and services provided by Priselle Management Ltd. ("Priselle Management", "Company," "we," "us," or "our"). By accessing or using our website, services, or any content provided therein, you agree to comply with and be bound by these Terms.

Priselle Management is dedicated to the representation and promotion of its artists and affiliates, and these Terms are designed to establish a framework for the responsible use of our platform and the protection of the rights of our artists and affiliates. We advise all users to review these Terms carefully to understand their rights and obligations in connection with their use of our services. If you do not agree to these Terms, you must refrain from accessing or using our website and services.

#### 1. TERMS OF USE FOR WEBSITE AND SERVICES

**Acceptance of Terms:** By accessing or using our website, services, or any related content, you agree to comply with and be bound by these Terms of Use. If you do not agree to these terms, you are prohibited from using our website and services. Priselle Management reserves the right to update or modify these terms at any time without prior notice. Your continued use of the website following any changes constitutes acceptance of the new terms.

**Scope of Use:** Our website and services are intended for personal, non-commercial use unless otherwise specified. You agree not to use the site or services for any illegal or unauthorised purposes. You are also prohibited from using any automated systems to access or use the site without prior written permission.

**Eligibility:** By using this site, you confirm that you are at least 14 years old or have the legal capacity to form a binding contract. If you are using this site on behalf of an organisation, you confirm that you have the authority to bind that organisation to these terms.



## 2. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

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- Reproducing, distributing, or publicly displaying any part of the website without prior written permission.
- Reverse engineering, decompiling, or disassembling any software or technology on the site.
- Using any content or services for commercial purposes without express authorisation.
- Using trademarks, logos, or other brand elements without explicit approval.

**Termination of License:** Priselle Management reserves the right to revoke your limited license at any time if you violate any of these Terms of Use. In such cases, you must immediately cease using the website and destroy any downloaded or printed materials.

#### 3. BRAND IDENTITY AND TRADEMARK USE

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- Modify or alter any trademark in a way that misrepresents our brand.
- Use our trademarks in any way that implies endorsement, sponsorship, or association without prior approval.
- Display our trademarks in any manner that is likely to cause confusion among consumers.

**Third-Party Trademarks:** Any trademarks not owned by Priselle Management that appear on the website are the property of their respective owners. Priselle Management does not grant you any rights to use these third-party trademarks.

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**User-Provided Information:** By submitting or uploading any information, content, or materials (including but not limited to comments, feedback, suggestions, or reviews) to the website, you grant Priselle Management a perpetual, worldwide, royalty-free, non-exclusive license to use, reproduce, modify, publish, and distribute such content in any media. You represent that you have the necessary rights to grant this license and that your submission does not violate any third-party rights.

**Use of User Information:** We may use the information you provide to improve our services, respond to your inquiries, and for any other purpose as outlined in our Privacy Policy. You agree that any information you submit is accurate and not misleading. Priselle Management reserves the right to remove or edit any submissions or content that it deems inappropriate, without notice.



**Confidential Information:** You acknowledge that any content submitted to the site is non-confidential, and Priselle Management is under no obligation to maintain the confidentiality of such information. Please refrain from submitting confidential or proprietary information through the website.

#### 5. EMAIL NEWSLETTERS AND PROMOTIONAL COMMUNICATION

By subscribing to our email newsletter, whether through our website, artist campaign pages, or any affiliated platforms under Priselle Management, you consent to receive email communications from us. These may include updates about our artists, new music releases, exclusive content, merchandise offers, upcoming events, promotions, company news, or other relevant information from Priselle Management and its affiliated entities.

You may unsubscribe from these emails at any time by clicking the "Unsubscribe" link included in the footer of each message or by contacting us directly. Please note that even if you opt out of receiving promotional emails, you may still receive transactional or service-related emails (such as order confirmations, password resets, or account notifications).

Priselle Management takes reasonable measures to ensure the accuracy and timeliness of the information provided in its email communications but does not guarantee the completeness or reliability of such content. We disclaim liability for any errors, omissions, or delays in the delivery of email content due to third-party email services or user settings.

#### 6. MOBILE MESSAGING AND COMMUNICATION PROGRAMS

**SMS/Mobile Communication Programs:** If you opt to participate in our SMS or mobile communication programs, you agree to receive text messages, alerts, or notifications from Priselle Management or its affiliates. These communications may be related to product updates, promotions, services, or events.



**Consent to Receive Messages:** By providing your mobile number and subscribing to these services, you consent to receiving SMS or mobile communications. Message and data rates may apply depending on your carrier and mobile plan. You may opt out of receiving messages at any time by following the instructions provided in the messages, such as replying "STOP" or contacting us directly.

**Liability and Accuracy:** Priselle Management is not responsible for any SMS or mobile communication issues, including delivery failures, delays, or errors. While we strive to ensure accuracy in the information provided through these programs, we do not guarantee the timeliness or completeness of any message.

#### 7. USER CONDUCT AND RESPONSIBILITIES

**Prohibited Conduct:** You agree not to use the website or services in any way that:

- Violates any applicable local, national, or international laws and regulations.
- Infringes upon the rights of others, including intellectual property and privacy rights.
- Contains malicious content such as viruses, Trojan horses, or other harmful code.
- Interferes with the operation of the website or its security measures.
- Harasses, abuses, or threatens others in any form, including via comments or messaging services.

**Account Responsibility:** If you create an account with Priselle Management, you are responsible for maintaining the confidentiality of your account credentials. You agree to notify us immediately of any unauthorised use of your account. Priselle Management is not liable for any loss or damage arising from your failure to protect your account information.

**Monitoring and Enforcement:** Priselle Management reserves the right to monitor user activities on the website to ensure compliance with these terms. We may terminate or



suspend your access to the website without prior notice if we believe you have violated any terms, or if your conduct is harmful to the company or other users.

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#### 11. USER RESPONSIBILITIES AND CONDUCT

By using this website, you agree to conduct yourself in a manner that is respectful, lawful, and in accordance with these Terms and Conditions. You shall not engage in any conduct that may interfere with or disrupt the operation of the website or the services provided by Priselle Management. This includes, but is not limited to, the following:

- Harassment and Abuse: You must not use the website to harass, threaten, or abuse any individual or entity. Any form of hate speech, bullying, or discriminatory remarks will not be tolerated.
- **Unauthorised Access:** You must not attempt to gain unauthorised access to any part of the website, other accounts, computer systems, or networks connected to the website through hacking, password mining, or any other means.
- **Inappropriate Content:** You are prohibited from submitting, uploading, or transmitting any content that is unlawful, harmful, defamatory, obscene, or otherwise objectionable. This includes any content that infringes upon the rights of any party or violates any applicable laws or regulations.

By failing to comply with these responsibilities, you acknowledge that Priselle Management reserves the right to terminate or suspend your access to the website and may take further legal action if deemed necessary.

#### 12. ACCOUNT CREATION AND SECURITY

To access certain features of this website, you may be required to create an account. When creating an account, you agree to provide accurate, current, and complete information about yourself as prompted by the registration form. It is your responsibility to maintain the confidentiality of your account details, including your password, and you agree to notify Priselle Management immediately of any unauthorised use of your account or any other breach of security.



You are responsible for all activities that occur under your account. Priselle Management shall not be liable for any loss or damage arising from your failure to comply with this security obligation. In the event of any security breach or unauthorised use of your account, you agree to hold Priselle Management harmless from any claims arising out of such use.

Priselle Management reserves the right to terminate your account or restrict access to the website at its sole discretion, without notice, if any information provided is found to be inaccurate, incomplete, or misleading.

# 13. MODIFICATIONS TO THE WEBSITE AND SERVICES

Priselle Management reserves the right to modify, suspend, or discontinue the website or any part of its services at any time, without notice. This includes the right to add, remove, or change features or functionalities of the website or the services offered therein.

While Priselle Management will strive to provide notice of any significant changes, you acknowledge that such changes may occur without prior notice. It is your responsibility to review these Terms and Conditions regularly to stay informed about any updates or modifications. Your continued use of the website following any changes constitutes your acceptance of the modified terms.

Notices shall be effective upon receipt if sent via email or three (3) business days after being sent by post. We may also provide notifications through postings on our website or by other means we deem appropriate.

In the event of a substantial change that materially affects your access or use of the website or services, you will be notified via email or through a notice on the website. However, Priselle Management shall not be liable for any losses or damages arising from any modifications, suspensions, or discontinuations of the website or services.



## 14. DISCLAIMER OF WARRANTIES

The information, products, and services provided on this website are offered on an "as-is" and "as-available" basis. Priselle Management makes no representations or warranties of any kind, express or implied, regarding the operation of the website or the information, content, materials, or products included on the website. To the fullest extent permitted by applicable law, Priselle Management disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

While we strive to ensure that the information on this website is accurate and up-to-date, we cannot guarantee the accuracy, reliability, or completeness of any information provided. You acknowledge that your use of this website and the services offered is at your own risk, and you are responsible for verifying any information before relying on it.

#### 15. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Priselle Management shall not be liable for any direct, incidental, consequential, or punitive damages arising from your use of or inability to use the website or the services provided. This includes, without limitation, damages for loss of profits, goodwill, use, data, or other intangible losses, even if Priselle Management has been advised of the possibility of such damages.

In no event shall Priselle Management's total liability to you for all damages, losses, and causes of action exceed the amount paid by you, if any, for accessing the website or using the services. This limitation of liability applies to all claims, whether based on warranty, contract, tort, or any other legal theory, even if such damages were foreseeable.



# 16. MISCELLANEOUS

These terms and conditions, along with any policies or agreements posted on our site, represent the entire understanding between you and Priselle Management regarding your use of our services. If any provision of these terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The failure of Priselle Management to enforce any right or provision of these terms shall not constitute a waiver of such right or provision.

No agency, partnership, or joint venture is created as a result of these terms and conditions, and you do not have any authority to bind Priselle Management in any respect whatsoever. Any heading or title in these terms is for convenience only and shall not affect the interpretation of these terms.

These terms and conditions may be amended from time to time, and any changes will be effective immediately upon posting on our website. Your continued use of the services after such changes signifies your acceptance of the new terms.

If you have any further inquiries or require clarification regarding these terms and conditions, please do not hesitate to contact us.

#### 17. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of Nigeria, without regard to its conflict of law principles. Any disputes arising out of or relating to these Terms and Conditions, your use of the website, or the services provided shall be resolved through negotiation in good faith.

If a resolution cannot be reached through negotiation, you agree to submit any disputes to mediation before pursuing legal action. Should mediation fail, any legal action shall be brought exclusively in the courts located in Nigeria. By using this website, you consent to the jurisdiction and venue of such courts.



If you have any concerns or disputes regarding these Terms and Conditions, please contact us at the contact information provided below. We will make every effort to address your concerns in a timely and effective manner.

Last Updated January 1, 2025

# **GET IN TOUCH WITH US**

For any inquiries related to these terms and conditions, please reach out to us at:

Email: hello@prisellemanagement.com





