

KALLITONE

TERMS & POLICIES

Terms of Use · Creator Content Licence · KLT Utility Rules · Copyright Policy

Version 1.0

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OPERATED BY

Orkaan Studio S.R.L.

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support@kallitone.com · <https://kallitone.com>

Key terms at a glance

This summary is provided for clarity. The complete provisions below form the agreement.

- **Creators keep ownership.** Uploading a Track does not transfer ownership of the music, composition, master recording, artwork or other Creator Content to Kallitone.
- **Kallitone receives a limited licence.** The Creator grants only the non-exclusive rights reasonably required to process the Track, place it in the WebTorrent Network, allow peer-to-peer playback, operate blind voting and ranking, display the Track on Kallitone, promote that Track and its Creator, and use ranking and analytics data to operate and improve the Service.
- **Kallitone is designed as ranking and discovery infrastructure.** Full-track playback is available, but Tracks are ordinarily delivered through WebTorrent peers rather than from a permanent, centrally hosted catalogue.
- **Peer-to-peer technology has consequences.** A listener's browser may receive and transmit Track fragments to other peers. A swarm may be reachable by compatible third-party software, and copies already received by third parties cannot always be recalled.
- **Creators are responsible for rights clearance.** A Creator may upload only material for which the Creator has every permission needed for the uses described in these Terms.
- **KLT is intended for utility.** KLT is used to access and participate in Kallitone. It does not provide equity, debt, dividends, interest, governance rights or a promise of profit, liquidity, redemption or appreciation. Only Earned KLT can be transferred to an external wallet; Subscription KLT can never be withdrawn.
- **Subscriptions renew automatically.** The applicable price, taxes and KLT allocation are shown before purchase. Users may cancel future renewals, and mandatory consumer rights always apply.
- **Accounts are for adults.** A person must be at least 18 years old to create an account or use account-only features.

Document structure

Part I — General Terms of Use applies to everyone who accesses or uses Kallitone.

Part II — Creator Upload and Content Licence Terms applies when a Creator submits a Track or related content.

Part III — KLT Utility Rules applies to all KLT balances, rewards, allocations, donations and external transfers.

Part IV — Copyright and Notice-and-Action Policy explains reporting, review, restriction and appeal procedures.

The Privacy Policy at <https://kallitone.com/legal/privacy-policy/> is a separate document and is incorporated into these Terms by reference.

PART I — GENERAL TERMS OF USE

1. Acceptance and scope

1.1 Binding agreement

By creating an account, clicking an acceptance box, purchasing a Subscription, receiving or using KLT, submitting a vote, uploading Content, or otherwise using an account-only part of the Service, you agree to these Terms. If you do not agree, do not create an account or use those features.

If you use the Service on behalf of an organisation, you confirm that you have authority to bind that organisation. At present, Creator accounts are intended primarily for natural persons. Kallitone may introduce organisational accounts under additional terms.

1.2 Additional terms

The following form part of this agreement where applicable:

- the plan, price and KLT allocation shown at checkout;
- product rules displayed before a vote, skip, donation, transfer or other KLT action;
- the Privacy Policy;
- any specific promotion or beta-feature terms accepted by you; and
- mandatory laws that cannot be excluded by contract.

If product-specific terms conflict with these Terms, the more specific terms control only for that product or feature. Mandatory consumer law always prevails where it gives you greater protection.

1.3 Territory

The Service may be made available in multiple countries, including Romania, the United Kingdom and the United States. Availability does not mean that every feature, Subscription, KLT function, external transfer or promotion is lawful or offered in every location. We may restrict countries, territories, persons or features to comply with law, sanctions, payment-provider rules, licensing limits, security requirements or operational constraints.

You are responsible for complying with laws that apply to your use of the Service in your location.

2. Definitions

In these Terms:

Account means a registered Kallitone user account.

Content means any audio, music, composition, recording, artwork, photograph, name, likeness, biography, metadata, text, comment, message, document or other material submitted to or through the Service.

Creator means a User who uploads or controls a Track or Creator Content.

Creator Content means a Track and all artwork, identity materials, metadata and other Content submitted in connection with that Track or a Creator profile.

Earned KLT means KLT credited as a platform reward or Creator allocation, or received as a permitted donation, rather than allocated as part of a current Subscription period.

KLT means the Polygon-based crypto-asset used for access and participation within the Kallitone ecosystem, as further described in Part III.

Rank Data means votes, match history, scores, rankings, tags, aggregate listening information and related analytical data generated through the Service.

Service means the Kallitone websites, applications, ranking tools, playback features, Creator tools, KLT functions, peer-to-peer coordination and related services.

Subscription means an automatically renewing paid plan that includes the features and Subscription KLT allocation shown at checkout.

Subscription KLT means KLT allocated for use during a particular Subscription billing period and subject to end-of-period reallocation under Part III. Subscription KLT cannot be transferred to an external wallet.

Track means an audio recording and the underlying musical work submitted through a Creator account.

User or **you** means a visitor or Account holder using the Service.

WebTorrent Network means the peer-to-peer distribution process used by the Service, including torrents, swarms, trackers, signalling, compatible peers and temporary technical processing.

3. What Kallitone is

3.1 Ranking and discovery purpose

Kallitone is designed primarily as music ranking, discovery and community-evaluation infrastructure. It enables Users to compare Tracks through blind voting, generates rankings from those comparisons, and helps listeners discover Tracks using those rankings and related metadata.

Kallitone is not a record label, music publisher, collecting society, performing-rights organisation, talent agent, investment platform, bank, deposit-taker or crypto-asset exchange. Unless we expressly agree otherwise in writing, we do not acquire ownership of a Creator's music, administer a Creator's catalogue outside the Service, collect all royalties that may be due from third parties, or guarantee distribution to third-party music services.

3.2 Playback model

The Service also permits full-track listening. Kallitone maintains the platform interface, catalogue references, ranking information, access controls and technical coordination. Tracks are ordinarily located and delivered through the WebTorrent Network from available peers. Kallitone may temporarily receive, process, convert, cache or seed a Track to prepare or support it, but does not undertake to maintain a permanent central master copy or permanent seed.

Nothing in these Terms limits any legal obligation that applies to Kallitone because of the Service's actual operation.

3.3 No guaranteed outcome

Kallitone does not guarantee that any Track will receive a particular number of comparisons, plays, votes, rank, placement, promotion, audience, KLT allocation, revenue or commercial opportunity. Rankings reflect platform inputs and methodology, not an objective certification of artistic quality, ownership or legal compliance.

4. Eligibility and Accounts

4.1 Minimum age

You must be at least 18 years old to create an Account or use account-only features. By creating an Account, you confirm that you are at least 18 and legally capable of entering this agreement.

4.2 Accurate information

You must provide accurate, current and complete Account information and keep it updated. You may not impersonate another person, create an Account for someone without authority, conceal your identity for fraud or rights infringement, or use misleading Creator details.

4.3 Account security

You are responsible for protecting your password, email access, devices and two-factor authentication methods. Kallitone stores passwords individually salted and hashed with a modern password-hashing function and never stores them in plain text. Notify us promptly at support@kallitone.com if you suspect unauthorised access. You are responsible for activity through your Account to the extent permitted by law, except where the activity results from Kallitone's breach of a legal duty.

4.4 One person and misuse controls

We may limit the number of Accounts, require verification, combine or close duplicate Accounts, and restrict coordinated activity when reasonably necessary to prevent manipulation, fraud, sanctions evasion, abuse or rights infringement.

5. Limited right to use the Service

Subject to these Terms, Kallitone grants you a personal, limited, revocable, non-exclusive, non-transferable right to access and use the Service for its intended purposes.

This right does not permit you to:

- download, rip, record, extract or retain a Track for offline use;
- obtain or use torrent identifiers, Track files or technical data to bypass KLT charges, ranking rules or platform access controls;
- redistribute, publicly perform, broadcast, sell, license, synchronise or commercially exploit a Track outside the intended Service flow;
- copy, scrape or build a substitute catalogue, ranking database or competing service from Kallitone data;
- reverse engineer or interfere with the Service except where applicable law expressly permits and does not allow that right to be waived; or
- use Kallitone branding, software or Content except as expressly allowed.

Temporary receipt and transmission of Track fragments by your browser as part of authorised WebTorrent playback is permitted only for operation of the Service and does not grant a general download or redistribution right.

6. WebTorrent and peer-to-peer playback

6.1 Your device may become a peer

When you listen to a Track, your browser or device may receive Track fragments from other peers and may upload available fragments to other peers. This can use bandwidth, data allowance, processing resources, memory, storage buffers and energy. The extent depends on the Track, session, browser, device and network conditions.

6.2 Network information

Peer-to-peer technologies exchange data directly or through coordination and relay infrastructure. Depending on browser, network and protocol configuration, network information that can include a public IP address or related identifiers may be technically visible or inferable to peers, trackers, signalling providers, relay providers, internet providers or other network participants. More information is provided in the Privacy Policy.

6.3 Swarms may extend beyond Kallitone

A WebTorrent swarm used by Kallitone may be technically reachable using compatible software outside the Kallitone interface. Kallitone does not authorise Users to bypass the Service or use Tracks outside the rights granted by these Terms. However, Kallitone cannot guarantee that every third party will comply, that every copy will remain inside the interface, or that a file fragment already received by a third party can be recalled.

6.4 Availability

Playback depends on available peers and network conditions. A Track may be unavailable, delayed or incomplete when insufficient peers are online or when technical restrictions apply. We do not guarantee continuous availability of any particular Track.

6.5 No permanent central copy promise

Kallitone may create temporary technical copies and may temporarily seed or cache Content to process, convert, verify, secure, troubleshoot or deliver the Service. Subject to legal retention requirements and active disputes, Kallitone will not intentionally maintain an active platform copy after completing a valid Creator removal request. External peer copies are outside Kallitone's practical control.

7. Blind voting, rankings and promotion

7.1 Blind evaluation

The voting flow may present two Tracks without initially revealing their identities. It may begin with short samples, currently designed around 15-second excerpts, and may permit further or full-track listening while the identity remains hidden. After a valid vote, the Service may reveal the identity of the selected Track. Product details may evolve and will be displayed in the interface.

7.2 Ranking methodology

Kallitone may use ELO-style scoring or other statistical methods. Track selection may include randomisation, weighting, genre or tag selection, match-count balancing, anti-manipulation rules and quality controls. We may adjust methodology to improve fairness, discovery, data quality, security or operation.

7.3 No ownership validation through ranking

Appearance in voting, a high rank, platform promotion, a badge, or the absence of a copyright flag does not mean that Kallitone has verified ownership, endorsed the Creator, or cleared the Track for uses outside the Service.

7.4 Integrity

You must vote independently and in good faith. You may not use bots, scripts, multiple Accounts, paid coordination, reciprocal voting schemes, concealed self-voting, automated listening, artificial traffic or other methods intended to distort Rank Data, KLT rewards or platform promotion.

We may invalidate votes, reset rankings, withhold or reverse KLT, restrict Tracks, or suspend Accounts when we reasonably suspect manipulation.

8. Prohibited use and Content

You may not use the Service to:

- infringe copyright, trade mark, privacy, publicity, contractual or other rights;
- upload malware, corrupted files, malicious code or material intended to compromise systems or peers;
- commit fraud, money laundering, sanctions evasion, tax evasion or other unlawful conduct;
- threaten, harass, exploit, defame or unlawfully discriminate against another person;
- publish illegal sexual content, content involving minors, terrorist content or other illegal material;
- manipulate rankings, rewards, payments, identity checks or technical measurements;
- evade restrictions, security holds, KYC, two-factor authentication, payment controls or Content decisions;
- access another person's Account or KLT without permission;
- interfere with peers, trackers, signalling, conversion, playback or platform availability;
- scrape or process personal data without a lawful basis; or
- use the Service in a manner that creates unreasonable legal, security, reputational or operational risk.

We may adopt more detailed community, technical or Content rules and display them before the relevant action.

9. Subscriptions, billing and consumer rights

9.1 Available plans

Kallitone currently offers monthly Subscription tiers marketed in EUR (€) at base price points of 4.99, 9.99 and 19.99, net of and excluding any VAT, sales tax or similar taxes; equivalent prices in other supported billing currencies are displayed at checkout. The exact local currency, price, features and KLT allocation applicable to you will be displayed before you place the order. Currently, the EUR 9.99 tier includes 1,600 Subscription KLT. Product pages and checkout information control if amounts change before you subscribe.

9.2 Taxes and currency

Supported local currencies may include currencies used in the European Union, United States, United Kingdom and Australia. Other international transactions may be billed in United States dollars. Applicable VAT, sales tax or similar taxes will be included in or added to the displayed price as required by law, and the final charge will be shown before purchase. Currency conversion or bank fees charged by your provider are your responsibility.

9.3 Automatic renewal

Subscriptions renew automatically for successive monthly billing periods until cancelled. By subscribing, you authorise Stripe or any replacement payment provider disclosed at checkout to charge the payment method on file for the recurring price and applicable taxes.

We will clearly disclose the recurring nature, billing frequency, price and cancellation method before purchase. If we change the Subscription price, the change will apply no earlier than a future renewal after the notice required by law. You may cancel rather than accept the new price.

9.4 Cancellation

You may cancel future renewal through the Account controls or by contacting support@kallitone.com if Account controls are unavailable. Cancellation takes effect at the end of the current paid billing period unless mandatory law requires an earlier effect. Cancellation does not stop the ordinary end-of-period reallocation of unused Subscription KLT.

9.5 Statutory withdrawal and cancellation rights

Consumers may have a statutory cooling-off or withdrawal right, including a 14-day right for certain online service contracts in the European Economic Area and the United Kingdom. Nothing in these Terms removes a mandatory right.

Where permitted, you may be asked at checkout to request immediate performance during the withdrawal period and acknowledge the consequences of using the Service. If you exercise a valid withdrawal right after immediate performance has begun, we may deduct or charge the proportionate value already supplied only where applicable law permits and the required consent and information were provided.

9.6 Refunds

Except where mandatory law requires otherwise, Subscription charges and KLT uses are final once the relevant KLT has been used, donated, externally transferred or reallocated. Kallitone may issue a full or partial refund or account correction for a verified technical error, duplicate charge, material bug or Service failure, provided the request is made promptly and is not connected with fraud or abuse.

A refund may result in reversal of unused KLT, rewards or other benefits associated with the refunded payment. Chargebacks made without a valid basis may lead to Account restriction while the matter is reviewed.

9.7 Payment providers

Payments are currently processed through Stripe. Kallitone may in future add an additional payment provider or replace Stripe with an alternative provider; any such provider will be disclosed at checkout. Payment providers may impose their own terms and privacy practices. Kallitone does not receive or store complete payment-card details where the provider processes them directly.

10. KLT

KLT is governed by Part III. Before acquiring, using, donating or externally transferring KLT, you must read Part III. Product screens may also display action-specific amounts, gas fees, timing, limits and warnings.

11. User Content other than Creator Tracks

You retain ownership of Content you submit. You grant Kallitone a non-exclusive, worldwide, royalty-free licence to host, store, reproduce, format, display and communicate that Content

only as reasonably necessary to operate, secure, improve and promote the relevant Service feature and to enforce these Terms.

You confirm that you have the rights required to submit the Content and grant this licence. The more specific licence in Part II applies to Creator Content and controls if there is a conflict.

12. Moderation, restriction and enforcement

12.1 Available measures

We may flag, label, reduce visibility, temporarily restrict, block, delist or remove Content; invalidate activity; withhold or reverse KLT; request evidence; limit features; suspend transfers; or suspend or terminate an Account when reasonably necessary to:

- enforce these Terms or product rules;
- respond to a credible rights or illegality notice;
- investigate fraud, manipulation, security or identity concerns;
- comply with a binding legal obligation, competent authority, court order, sanctions rule or payment-provider requirement;
- prevent harm to Users, peers, third parties or the Service; or
- protect the integrity of rankings and rewards.

12.2 Proportionate decisions

Where appropriate, we will consider the nature, gravity, frequency and consequences of the conduct; whether it was intentional; the reliability of available evidence; previous violations; and cooperation with the review. Serious conduct may justify immediate restriction or termination without a prior warning. Content moderation may involve both automated tools and human review. Where automated means are used in reaching a decision, Kallitone will indicate this, and a human-review option is available under Section 12.3 and Part IV. Kallitone applies and enforces these Terms in a diligent, objective and proportionate manner, with due regard to the rights and legitimate interests of all parties involved, including the fundamental rights of users such as freedom of expression and information.

12.3 Reasons and review

Where required by law and legally permitted, we will provide a reason for a material Content or Account decision and information about available review options. For any restriction imposed on a recipient established or located in the European Union — including the removal, disabling or demotion of Content, or the suspension or termination of an Account or of monetisation — Kallitone will provide a clear and specific statement of reasons. That statement will identify the restriction and its territorial scope and duration, the facts and circumstances relied on (including whether the decision was taken in response to a notice or on Kallitone's own initiative), whether automated means were used, the contractual or legal ground relied on, and the redress options available, including internal complaint handling, out-of-court dispute settlement and recourse to the courts. A User may request internal review by writing to support@kallitone.com, identifying the decision and explaining the basis for the request. Unless a shorter period is required, requests should be sent within six months of the decision.

We may withhold information where disclosure would compromise security, fraud prevention, another person's rights, a confidential investigation or a legal prohibition.

13. Identity verification, KYC and legal cooperation

13.1 When verification may be required

Kallitone may require identity, age, address, beneficial-owner, sanctions, source-of-rights or other verification when reasonably necessary for:

- external KLT transfers or custodial security;
- fraud, manipulation, chargeback or Account-recovery review;
- copyright or ownership disputes;
- payment, tax, sanctions, anti-money-laundering or other compliance;
- a valid request from a competent authority; or
- protection of Users, Creators, peers or the Service.

13.2 Third-party verification

Verification may be performed by a specialist third-party provider. Before collecting verification data, Kallitone will identify the provider or category of provider, the purposes and legal basis, relevant recipients, retention information, international-transfer information and applicable rights through the Privacy Policy or a just-in-time notice.

If you do not complete a required verification, we may be unable to activate or continue the relevant feature, including upload, rewards, custody or external transfer.

13.3 Authorities and legal requests

Kallitone may preserve and disclose information to courts, law-enforcement bodies, regulators, tax authorities or other competent authorities where required or permitted by applicable law and after assessing the validity and scope of the request. We may also challenge or narrow a request where appropriate.

14. Privacy

Our processing of personal data is governed by the Privacy Policy at <https://kallitone.com/legal/privacy-policy/>. The Privacy Policy explains, among other matters, Account data, payments, KLT and wallet information, ranking activity, copyright claims, KYC, device and log information, WebTorrent Network exposure, retention, recipients, international transfers and individual rights.

15. Third-party services and links

The Service may depend on or link to third-party services, including Stripe, Polygon, wallet software, social networks, analytics, identity-verification providers, infrastructure providers and WebTorrent participants. Their terms and privacy practices may apply separately. Kallitone is not responsible for an independent third party's service, content or conduct, except to the extent applicable law makes Kallitone responsible.

16. Service changes, beta features and availability

Kallitone is under active development. We may add, change, suspend or discontinue a feature, Track format, ranking method, KLT mechanic, supported network, plan or technical dependency. Material changes affecting an active paid Subscription or accrued rights will be notified as required by law and will apply prospectively where appropriate.

Beta or experimental features may be incomplete, changed frequently or withdrawn. We will use reasonable care in providing paid consumer services, but we do not promise uninterrupted or error-free operation, continuous peer availability, or compatibility with every browser, device, wallet or network.

17. Suspension and termination

17.1 By you

You may stop using the Service, cancel your Subscription and request Account closure. Content removal and KLT balance treatment are governed by Parts II and III. Account closure does not automatically erase information that must be retained for legal, accounting, security, dispute or fraud-prevention purposes.

17.2 By Kallitone

We may suspend or terminate access for a material or repeated breach, serious rights infringement, fraud, manipulation, security risk, non-payment, sanctions issue, legal requirement or conduct likely to cause significant harm. Where appropriate and legally required, we will give notice and an opportunity to remedy or appeal.

17.3 Effect

On termination, your general right to use the Service ends. Provisions that by their nature must continue—including ownership, licences for already-published promotional materials,

accrued payment obligations, external blockchain transactions, copyright claims, liability limits, dispute terms and legal retention—survive.

18. Warranties and disclaimers

Nothing in these Terms excludes a statutory guarantee, conformity obligation or other right that cannot legally be excluded.

Subject to that rule and to the fullest extent permitted by law:

- free and beta features are provided on an "as available" basis;
- rankings, recommendations, flags and detection results may contain errors and are not professional, legal or ownership advice;
- Kallitone does not warrant that a Track is lawful, owned by the named Creator, free from third-party claims, continuously available from peers or suitable for a particular purpose;
- Kallitone does not warrant the operation, price, availability, security or permanence of Polygon, an external wallet or a third-party service; and
- Kallitone does not guarantee commercial success, KLT value, reward levels, liquidity or withdrawal availability.

19. Limitation of liability

19.1 Liability that is not limited

Nothing in these Terms limits liability for fraud, fraudulent misrepresentation, wilful misconduct, death or personal injury caused by negligence, gross negligence where it cannot be limited, breach of mandatory consumer rights, or any other liability that applicable law does not allow to be limited.

19.2 Consumers

If you are a consumer, Kallitone remains responsible for losses that are a reasonably foreseeable consequence of Kallitone's breach of these Terms or failure to use legally required care. Kallitone is not responsible for loss that was not reasonably foreseeable, resulted from your breach or unlawful act, or is a business loss arising from consumer use.

19.3 Business or professional use

If you use the Service wholly or mainly for business or professional purposes, then, to the fullest extent permitted by law:

- Kallitone is not liable for indirect, incidental, special, consequential or punitive loss, or for lost profit, revenue, opportunity, goodwill, anticipated savings or data;
- Kallitone is not liable for unauthorised third-party copying from a peer-to-peer swarm, a Creator's lack of rights, manipulated activity by another User, external wallet errors, blockchain events or third-party service failure outside Kallitone's reasonable control; and
- Kallitone's aggregate liability arising from the Service during any twelve-month period will not exceed the greater of EUR 100 and the fees you paid directly to Kallitone during that period.

19.4 Mitigation

Each party must take reasonable steps to limit avoidable loss. No limitation applies to the extent the loss was caused or increased by the party seeking to rely on it.

20. Responsibility for claims

If you use the Service for business or professional purposes, you will defend, indemnify and hold harmless Kallitone (Orkaan Studio S.R.L.), its affiliates, and each of their respective owners, shareholders, members, directors, officers, employees, agents and contractors (together, the "Kallitone Indemnified Parties") from and against any and all claims, demands, actions, proceedings, losses, liabilities, damages, fines, penalties, settlements, costs and expenses (including reasonable legal fees and costs of investigation) arising out of or in connection with: (a) your Content or Creator Content; (b) any actual or alleged infringement, misappropriation or violation of a third party's copyright, related rights, trade mark, privacy, publicity, contractual or other rights by your Content or your use of the Service; (c) your breach of any representation, warranty or obligation under these Terms; (d) your violation of applicable law; or (e) any dispute between you and a collaborator, contributor, rights holder or

other third party — except to the extent a competent court finally determines that the claim resulted directly from Kallitone's own breach of these Terms or wilful misconduct. The Kallitone Indemnified Parties who are not parties to these Terms are intended third-party beneficiaries of this indemnity and may rely on and enforce it, subject to mandatory law.

If you act as a consumer, you remain responsible, to the extent permitted by law, for reasonably foreseeable loss caused by your intentional or negligent unlawful conduct or material breach, but this clause does not impose liability that would be unfair or unlawful under mandatory consumer law.

Kallitone may, at its option, assume the exclusive defence and control of any matter subject to indemnification, in which case you will cooperate fully and provide all reasonable assistance at your own expense, and you may not settle any such claim without Kallitone's prior written consent. Kallitone will give you reasonable notice of a covered claim and will not, without your consent (not to be unreasonably withheld, conditioned or delayed), agree to a settlement that imposes a personal admission of liability or a non-monetary obligation on you. Your obligations under this Section are in addition to any other remedy available to Kallitone and survive termination of these Terms and closure of your Account.

21. Governing law and disputes

21.1 Informal resolution

Before starting formal proceedings, please contact support@kallitone.com with a description of the problem and requested resolution. The parties will attempt in good faith to resolve the matter for at least 30 days, unless urgent relief or a statutory deadline requires earlier action.

21.2 Governing law

These Terms are governed by Romanian law. If you are a consumer, this choice does not deprive you of mandatory protections under the law of the country where you habitually reside.

21.3 Courts

Subject to mandatory consumer jurisdiction, the courts of Bucharest, Romania have exclusive jurisdiction, and any claim against Kallitone must be brought in any competent court in Bucharest, Romania. A consumer may bring a claim in any court available under mandatory consumer law.

21.4 Consumer complaints and ADR

Consumers may have access to public consumer authorities or alternative dispute resolution. In Romania, information about the National Authority for Consumer Protection and its alternative dispute resolution procedure is available at <https://anpc.ro> and <https://reclamatiisal.anpc.ro>. This clause does not require either party to use a non-mandatory procedure or waive access to a court.

22. Changes to these Terms

We may change these Terms for legal, security, technical, product or commercial reasons. We will provide reasonable advance notice of a material change, normally at least 30 days where practicable, unless an urgent legal or security reason requires faster action.

A change will not retroactively transfer ownership of Creator Content or remove an accrued mandatory consumer right. If a material change adversely affects an active paid Service, you may cancel before it takes effect. Continued use after the effective date constitutes acceptance where applicable law permits; otherwise we will request renewed acceptance.

23. Miscellaneous

23.1 Entire agreement

These Terms and the documents expressly incorporated into them are the agreement regarding the Service and replace prior representations on the same subject, but they do not exclude liability for fraud or mandatory pre-contract information.

23.2 Severability

If a provision is invalid or unenforceable, it will be applied to the maximum lawful extent and the remaining provisions will continue.

23.3 No waiver

Failure to enforce a provision is not a waiver of the right to enforce it later.

23.4 Assignment

You may not assign this agreement without our consent. We may assign it as part of a genuine merger, restructuring, financing or transfer of the Service, provided this does not reduce mandatory consumer rights and the successor assumes the relevant obligations.

23.5 Electronic communications

You agree to receive contractual notices electronically through the Service or the email associated with your Account. You must keep that email current. Marketing communications are governed by separate consent and opt-out rules.

23.6 Language

The English version is the controlling version to the extent permitted by law. A legally required local-language version or mandatory interpretation prevails where applicable law so requires.

23.7 Contact

Orkaan Studio S.R.L.

Registration number: J2020000463214

VAT number: RO43235477

Registered office: Str. Nicolae Balcescu 30, 927020 Amara, Romania

Email: support@kallitone.com

For the purposes of the EU Digital Services Act, this address is Kallitone's single point of contact both for recipients of the Service and for the receipt of communications from Member State authorities, the European Commission and the European Board for Digital Services. Such communications may be made in Romanian or English, and Kallitone does not rely solely on automated tools for this point of contact. Kallitone has notified the Romanian Digital Services Coordinator (ANCOM) of the intermediary services it provides.

PART II — CREATOR UPLOAD AND CONTENT LICENCE TERMS

24. Application of Creator Terms

This Part applies whenever you create or control a Creator profile, upload a Track, submit Creator Content, claim a Track, receive Creator allocations, or request removal. If this Part conflicts with Part I about Creator Content, this Part controls.

25. Creator ownership

25.1 Rights retained

As between you and Kallitone, you retain all ownership you lawfully hold in your Track, musical composition, master recording, performance, artwork, name, likeness, metadata and other Creator Content. Kallitone does not obtain ownership merely because you upload, rank, promote or monetise a Track through the Service.

25.2 Rights outside Kallitone

Except for the limited licences expressly granted below, you remain free to exploit, license, distribute, perform, sell, remove or otherwise use your Creator Content outside Kallitone. The licences are non-exclusive.

25.3 Only rights you control

You grant only rights you control or are authorised to grant. If a collecting society, publisher, label, distributor, collaborator or other party controls a relevant right, you must obtain its permission or ensure that your use of Kallitone is compatible with that arrangement.

26. Who may upload

At present, a Creator may upload as a natural person who is at least 18 years old. You may upload on behalf of collaborators or another rights owner only if you have written authority broad enough to make the warranties and grant the licences in this Part.

We may require additional terms before enabling uploads by companies, labels, collectives, estates, agents or other organisations.

27. Creator promises about rights

For every Track and item of Creator Content, you represent and warrant that:

- you own or control all rights needed for the uses authorised in these Terms;
- the upload and authorised use do not infringe copyright, neighbouring rights, performers' rights, moral rights, trade marks, privacy, publicity, confidentiality, contract or other rights;
- you have cleared the musical composition and lyrics as well as the master recording;
- every featured artist, performer, producer, songwriter, photographer, designer and other contributor has given the permissions needed for Kallitone playback, peer-to-peer transmission, ranking and promotional excerpts;
- every sample, beat, loop, cover, remix, adaptation, translation or third-party element is original to you, lawfully licensed, in the public domain, or otherwise legally usable for all authorised territories and purposes;
- the metadata, credits, splits and ownership information you provide are accurate and not misleading;
- no agreement, injunction, exclusive licence, collecting-society mandate or other restriction prevents the grant made here;
- the Content does not contain malware, hidden payloads or unlawful material; and
- you will promptly notify Kallitone if any statement becomes inaccurate or a dispute arises.

Kallitone's acceptance, fingerprinting, ranking, publication or payment does not replace your responsibility or constitute legal clearance.

28. Operational licence to Kallitone

28.1 Licence grant

You grant Kallitone a non-exclusive, worldwide, sublicensable only as described below, royalty-free licence during the period your Track is active on the Service and for the limited wind-down periods in these Terms to:

- receive, reproduce, temporarily store, cache, hash, fingerprint, analyse and make technical copies of Creator Content;
- convert, encode, transcode, normalise, segment, package and otherwise technically adapt audio, including for new or future playback formats, codecs, devices and delivery technologies, without materially altering the creative work;
- create torrent files, identifiers, Track fragments and temporary seeds and place the Track into the WebTorrent Network;
- allow authorised peers to receive, reproduce in temporary buffers, transmit and exchange Track fragments for playback through the Service;
- make the Track available, communicate it to the public, transmit it and play it in full or in part through Kallitone's voting, ranking, discovery and listening features;
- create and use short excerpts, including voting samples currently designed around 15 seconds;
- display and reproduce the Creator's supplied name, stage name, biography, credits, metadata, artwork, photographs and profile information in connection with the Track;
- generate, retain and use Rank Data and anonymised or aggregated analytics, including to operate, secure, measure, develop, train, test and improve Kallitone's ranking, recommendation, discovery, detection and other models, algorithms and Service features; and
- perform technical, security, moderation, support, backup, evidentiary and compliance acts reasonably necessary to operate the authorised uses.

No licence is granted for Kallitone to sell the Track as a download, license it for an unrelated film or advertisement, claim authorship, or commercially exploit it outside the Service and the Track-centred promotional licence in Section 29.

28.2 Limited sublicensing

Kallitone may sublicense only the rights reasonably needed by:

- Users and WebTorrent peers for authorised temporary receipt and transmission through the Service;
- hosting, conversion, content-delivery, security, analytics and technical providers acting for Kallitone;
- payment, KYC, anti-fraud and professional advisers where Creator Content is relevant to their function;
- social networks, advertising platforms and production providers for the promotion authorised in Section 29; and
- a successor operator that validly receives the Service under Section 23.4.

No sublicense permits a third party to exploit the Track independently for an unrelated purpose.

28.3 Consideration

The licence supports access to Kallitone's upload, ranking, discovery, promotion and KLT-allocation features. Any Creator KLT allocation is governed exclusively by Part III. No separate licence fee is owed unless Kallitone agrees in writing.

29. Track-centred promotional licence

29.1 Permitted promotion

You grant Kallitone a non-exclusive, worldwide, royalty-free licence to use reasonable excerpts of the Track and associated Creator Content in paid or unpaid posts, short-form videos, clips, stories, advertisements and similar communications on Kallitone channels and third-party social-media or advertising platforms.

Every use under this Section must be centred on promoting the relevant Track or Creator on Kallitone—for example, inviting people to listen to, discover, vote on or rank the Track. Kallitone may identify and promote itself as the place where that Track can be heard or

ranked, but may not use the Track as unrelated background music for a general brand campaign or imply an unrelated endorsement by the Creator.

29.2 Editing and attribution

Kallitone may select and edit a reasonable excerpt, resize or crop supplied visuals, combine them with platform footage or reactions, add captions, translations, voice-over, titles, logos, links and calls to action, and adapt the format for a social platform. We will not intentionally distort the Track or Creator in a materially derogatory manner.

Where technically and editorially practicable, the promotion will identify the Track and Creator. Promotion may use the supplied stage name, image, artwork and profile materials.

29.3 Opt-out and existing posts

You may opt out of new promotional uses by emailing support@kallitone.com and identifying the Track. The opt-out applies to new material after Kallitone has had a reasonable period to process the request. Unless mandatory law requires removal, posts, campaigns and materials already created or published may remain online, including after the Track is removed from Kallitone. In practice, Kallitone may choose to remove them.

Kallitone cannot guarantee deletion of third-party shares, reposts, platform archives, caches or copies outside its control.

29.4 No additional endorsement

This licence does not permit Kallitone to state that the Creator endorses an unrelated product, political position, third party or cause.

30. Specific WebTorrent authorisation and acknowledgement

You expressly authorise Kallitone to place the Track into the WebTorrent Network and to permit Users' browsers and devices to act as peers for authorised playback. You understand and accept that:

- Kallitone may temporarily process, convert, cache or seed the Track but does not undertake permanent central hosting or seeding;
- a listener may receive and transmit Track fragments while listening;
- the swarm may be reachable through compatible software outside Kallitone;
- Kallitone can prohibit off-platform use contractually but may be technically unable to prevent every unauthorised third-party copy or transfer;
- stopping Kallitone's own listing, tracker use, references, active copies and controlled seeding cannot recall fragments or copies already obtained by independent peers; and
- Kallitone does not accept responsibility for independent infringement by a third party except where applicable law imposes responsibility that cannot be excluded.

The authorisation in this Section is limited to Kallitone's Service and technical ecosystem. It does not grant third parties permission to download, retain or exploit the Track outside the intended playback flow.

31. Detection, duplicate blocking and flags

31.1 In-platform matches

Kallitone may use hashes, fingerprints, metadata and other tools to detect matching or substantially similar Tracks. If a new submission appears to duplicate a Track already registered within Kallitone, we may automatically block or restrict it and request evidence before publication.

31.2 External matches

A match to material found outside Kallitone does not by itself establish infringement because a Creator may lawfully publish through multiple services. We may flag the Track and request further ownership or licence evidence without immediately removing it, unless other information creates a credible legal or security concern.

31.3 Limitations

Detection systems can produce false positives and false negatives. They are a risk-control tool, not a definitive ownership registry or legal judgment. We do not guarantee that every infringement will be identified.

32. Evidence Kallitone may request

To investigate ownership, authority, fraud or a rights complaint, Kallitone may request proportionate evidence such as:

- government-issued identity verification through an approved provider;
- source project files, stems, dated exports or session information;
- ISRC, registration or distributor records;
- split sheets, contributor consents and producer or performer agreements;
- label, publisher, distributor, beat, sample, loop, cover, remix or synchronisation licences;
- invoices, assignment documents or chain-of-title records;
- access to relevant account dashboards or other corroborating records; and
- a signed declaration explaining authorship, ownership and authority.

We will request only information reasonably relevant to the review and handle personal data under the Privacy Policy. Failure to provide reasonably requested evidence may result in continued restriction or removal even if Kallitone cannot determine ultimate ownership.

33. Rights complaints and temporary restriction

33.1 Credible external complaint

When Kallitone receives a sufficiently precise and credible external rights complaint, court order or authority request, we may promptly restrict access to the Track while evaluating the matter. We may notify the Creator and request a response and supporting evidence unless prohibited by law or necessary to prevent harm.

33.2 Kallitone is not a court

Kallitone may decide whether a Track remains available on its Service, but does not issue a binding judgment about copyright ownership. If evidence remains materially disputed, we may keep the Track restricted until the parties reach agreement or obtain a decision from a competent court or authority.

33.3 Repeat or serious infringement

There is no automatic fixed number of warnings. We may terminate immediately for clear, deliberate or serious infringement and may terminate for repeated infringement after considering frequency, severity, evidence, good faith, previous decisions and cooperation.

34. Creator removal requests

34.1 Request and timing

A Creator may request removal by using available Account tools or emailing support@kallitone.com from the registered email and identifying the Track. We may verify identity and authority before acting. Subject to an active dispute, legal hold or technical incident, we will complete removal from systems under our control within 30 days.

34.2 What Kallitone removes

On completion, Kallitone will delist the Track, end future authorised playback and voting, remove active platform references and controlled copies, and stop intentional controlled seeding. We will delete Track artwork and non-required Creator Content from active systems. We may retain limited temporary technical copies during the removal process and evidence required for a dispute, accounting, fraud prevention or legal compliance.

34.3 What may remain

Removal does not require deletion of:

- anonymised or aggregated Rank Data that no longer identifies the Track or Creator;
- legal, tax, transaction, consent, claim and security records that must reasonably be retained;

- previously published promotional materials permitted by Section 29.3; or
- independent peer copies, caches, reposts or third-party materials outside Kallitone's control.

Track-specific match history and identifiable rank history will no longer remain available through the Service after completed removal.

34.4 KLT following removal

If Kallitone requires the Track-specific balance to be closed, the Creator must transfer the Earned KLT attributable to the removed Track to an eligible external wallet within 30 days after Kallitone confirms that removal is complete. Two-factor authentication, KYC, security-hold and gas-fee requirements continue to apply. Subject to mandatory law and prior notice, any eligible balance not transferred within that period may be moved to Kallitone's operational allocation. Part III controls.

35. Creator allocations, collaborators and taxes

KLT credited to a Creator is a contractual platform allocation under Part III. It does not replace royalties, licence fees, collecting-society amounts, contributor shares, taxes or other sums that may be owed under law or a separate agreement.

The Creator is responsible for:

- accurately identifying collaborators and rights holders;
- obtaining any required agreement about splits;
- paying labels, publishers, performers, producers, songwriters, tax authorities and other entitled parties; and
- reporting and paying applicable taxes.

Kallitone does not adjudicate private split disputes and may hold a disputed allocation until the parties agree or a competent authority decides.

36. Name, image, credits and moral rights

You authorise the technical formatting and promotional editing expressly described in this Part. To the extent moral rights or similar rights cannot be waived, nothing requires a waiver. To the extent consent is legally effective, you consent to those authorised technical and promotional acts and agree not to object to them solely because of formatting, excerpting, ranking context or blind presentation.

Kallitone will not intentionally remove legally required credits, falsely claim authorship or make a material creative alteration outside the licence.

37. Creator responsibility for claims

The responsibility and indemnity rules in Section 20 apply to Creator Content. A Creator using Kallitone professionally must protect Kallitone from reasonable third-party claims caused by a breach of the Creator's rights warranties, including claims about the master, composition, samples, performances, artwork, publicity rights or authority to upload.

Kallitone remains responsible for its own unauthorised uses or wrongdoing and cannot rely on this clause to exclude non-excludable liability.

38. Duration and survival of Creator licences

The operational licence ends when removal is completed, except for a reasonable technical wind-down, legal records, claim evidence, anonymised Rank Data and rights that by their nature must continue. The licence for promotional material already created or published continues under Section 29.3. External blockchain transactions and independent peer copies are not reversed by termination.

PART III — KLT UTILITY RULES

39. Nature and intended purpose of KLT

39.1 Polygon-based utility

KLT is a crypto-asset issued or made available for functional use within the Kallitone ecosystem. It is recorded on the Polygon network and is intended to provide access to or participation in Service features, including listening, voting-related rewards, Creator allocations and permitted donations.

39.2 Not money or an investment promise

KLT is not legal tender, a bank deposit or a Kallitone promise to repay money. It is not intended to represent:

- a share, equity or ownership interest in Kallitone or Orkaan Studio S.R.L.;
- debt, interest, dividends or a claim on company profit, revenue, assets or reserves;
- voting, management or governance rights in the company;
- a collective investment or managed return;
- a right to redemption for fiat currency, stablecoins or another crypto-asset by Kallitone; or
- a guarantee of market value, liquidity, appreciation or transfer availability.

Kallitone does not operate an in-platform market for buying or selling KLT and does not promise to support a secondary market, market price, buyback or exchange. Regulatory classification may vary by jurisdiction and may change. Nothing in these Terms is investment, legal or tax advice.

39.3 No value-support commitment

Kallitone may design supply, allocation and use rules to support KLT's platform utility, but does not promise to maintain, increase, reduce, stabilise or otherwise control an external market price. Any decision involving an external wallet is made at the User's own risk and subject to applicable law.

40. KLT uses within the Service

40.1 Listening

The current standard rate is 1 KLT for one minute of full-track listening. The interface will show applicable timing, rounding and charging information. Kallitone may change a future usage rate with advance notice under Section 50, but a change will not retroactively alter a completed use.

40.2 Voting and participation

Eligible Users may receive KLT for valid voting or other participation. Certain actions, including an early skip or feature-specific choice, may require KLT or affect a reward where the cost or consequence is clearly shown before the action.

Rewards are conditional on genuine, independent activity and may be withheld or reversed for manipulation, automation, coordinated abuse, technical error or breach.

40.3 Creator allocations

Creators may receive KLT based on listening, User preferences, the current allocation model and other rules displayed in the Service. No minimum level is guaranteed.

40.4 Donations

The Service may permit a User to transfer KLT internally to a Creator as a voluntary donation. A KLT donation is not a charitable donation, is not tax-deductible unless applicable law independently provides otherwise, purchases no ownership or service, and is final except for fraud, error or mandatory law. A Creator may not demand an undisclosed payment or promise an unlawful return in exchange. Subscription KLT donated to a Creator is credited to that Creator as Earned KLT. Before donated KLT becomes eligible for external transfer, Kallitone may apply a holding period, verification thresholds, transfer limits and related-account checks, and may withhold or reverse donations between related or coordinated Accounts. A User may

not donate to an Account that the User controls or that is operated in coordination with the User.

41. How Users receive KLT

Within Kallitone, KLT may currently be received only through:

- a Subscription allocation;
- eligible voting or participation rewards;
- Creator allocations; or
- permitted internal donations.

Kallitone does not currently offer an in-platform KLT sale or exchange. A User may not advertise, broker or conduct an unauthorised KLT market through Kallitone accounts, profiles or communications.

42. Subscription KLT

42.1 Plan allocations

Each Subscription includes the KLT amount shown at checkout for that billing period. Currently, the EUR 9.99 plan (net of and excluding any VAT, sales tax or similar taxes) includes 1,600 Subscription KLT. Other plan allocations are shown before purchase. Kallitone may change the allocation for a future billing period after advance notice, and the User may cancel before the change takes effect.

42.2 Billing-period use

Subscription KLT is intended to be used during the billing period in which it is allocated. It is distinct from Earned KLT.

42.3 End-of-period reallocation

At the end of each Subscription billing period, unused Subscription KLT is automatically removed from the subscriber's available balance and reallocated under Kallitone's then-current rules, including allocation to the subscriber's favourite Creators and the voting reward pool. Unused Subscription KLT therefore does not roll over as spendable Subscription KLT into the next billing period. Unused Subscription KLT has no cash value and is not refundable. Subscription KLT can never be transferred to an external wallet.

The interface may provide information about favourites and allocation logic. If no usable preference data exists, Kallitone may apply a default or pooled allocation disclosed in the Service.

43. Earned KLT

Earned KLT does not expire merely because a billing month ends. Only Earned KLT is eligible for external transfer under Section 46. It remains credited while the Account is active and in good standing, subject to:

- fraud and correction rules;
- legal, sanctions, KYC and security restrictions;
- gas fees and external transfer conditions;
- Account or Track closure deadlines; and
- any mandatory unclaimed-property or similar law.

The fact that Earned KLT does not ordinarily expire does not create a fiat redemption right or guarantee that a feature or external transfer will remain available indefinitely.

44. Current economic allocation

Kallitone's current platform model allocates relevant KLT flows approximately as follows:

- 40% to Creator allocations;
- 40% to the voting reward pool; and
- 20% to Kallitone's operational allocation.

The exact source, timing and calculation base may vary by feature and will be explained in the relevant interface. Kallitone may change the model prospectively for sustainability, fairness,

legal compliance or product development under Section 50. No User owns or has a vested right in a future pool before an amount is actually credited to that User. The percentages above are current and indicative only and do not represent a fixed or guaranteed entitlement of any User.

45. Custodial Account balance

45.1 Kallitone custody

Until an eligible external transfer is completed, Kallitone controls the relevant private keys or technical means of access and records the User's attributed KLT balance through a custodial system. The User does not receive the private key for the custodial wallet.

45.2 Nature of the balance

An Account balance is not a bank account or deposit and is not covered by a bank deposit-guarantee scheme. Any safeguarding, segregation, statements, liability or complaint rights required by applicable crypto-asset law will apply notwithstanding these Terms.

45.3 Records and correction

Kallitone's transaction records are evidence of Account activity but may be corrected for a proven technical error, duplicate entry, blockchain reorganisation, fraud or unauthorised activity. We will provide an explanation where required and reasonably possible.

46. External wallet transfers

46.1 Eligibility

Only Earned KLT may be transferred from an eligible custodial balance to a compatible external Polygon wallet; Subscription KLT is never eligible for external transfer. An external transfer is available when:

- two-factor authentication is active;
- any required identity, sanctions, fraud or ownership check is completed;
- the balance is available and not subject to a dispute, hold or reversal;
- the wallet address and network are supported; and
- applicable law and Service limits permit the transfer.

46.2 Security hold

Kallitone may impose a security waiting period after a request, security change, new wallet, Account recovery or risk signal. For an ordinary transfer, that period will be no longer than reasonably necessary for security purposes. A longer hold may apply where reasonably necessary for a legal requirement, credible fraud concern, rights dispute, sanctions review, network incident or authority request.

46.3 Gas fees

The User bears the Polygon network gas fee or other network charge applicable to the external transfer. The fee is determined by network conditions or the relevant infrastructure and may be deducted from the transferred amount or charged separately as shown before confirmation.

46.4 Irreversibility and address risk

Blockchain transfers may be irreversible. You must verify the wallet address, network compatibility and control of the destination. Kallitone is not required to recover KLT sent to an incorrect, incompatible, compromised or inaccessible address, except to the extent the error was caused by Kallitone and applicable law requires a remedy.

46.5 Outside Kallitone

After an external transfer, Kallitone may be unable to control, freeze, reverse, recover or support the KLT. External wallets, protocols, transfers and third-party markets are outside the Service. Kallitone does not endorse or guarantee them.

47. Security, KYC, sanctions and compliance

Kallitone may require proportionate KYC or other verification before custody, reward or external-transfer features are made available, even if verification was not required when the Account was created. We may screen transactions and addresses for fraud, sanctions, theft, money laundering, technical exploits or other unlawful activity.

We may reject, delay, freeze or report a transaction where reasonably necessary to comply with law, a valid authority request, sanctions, anti-money-laundering obligations, a security investigation or a credible ownership dispute. Kallitone will not be required to process a transfer that would be unlawful.

48. Blockchain and technology risks

By using KLT, you acknowledge risks including:

- Polygon congestion, outages, forks, reorganisation, validator or bridge failure and changing gas fees;
- smart-contract, wallet, key-management, software and cybersecurity vulnerabilities;
- irreversible or delayed transactions;
- loss caused by phishing, malware, compromised email or two-factor authentication, or user error;
- legal or regulatory changes affecting issuance, custody, transfers or use;
- suspension or discontinuation of a network, provider or feature; and
- the absence of a guaranteed market, price, liquidity, redemption or insurer.

Kallitone may pause a KLT feature to address a material legal, security or network risk.

Mandatory duties of care and safeguarding are not excluded.

49. Fraud, manipulation and reversals

KLT obtained through bots, false votes, coordinated manipulation, stolen payment methods, chargebacks, exploits, duplicate credits, false ownership, unauthorised Accounts or other fraud may be withheld, cancelled or debited from an internal balance. We may offset an invalid amount against later platform allocations where lawful.

If invalid KLT has already been transferred externally and cannot be reversed, Kallitone may suspend the Account, seek repayment, apply lawful set-off, preserve evidence and report suspected unlawful conduct. A User may request review under Section 12.3.

50. Changes to KLT mechanics

Kallitone may prospectively change listening rates, Subscription allocations, pool percentages, reward formulas, transfer limits, supported networks, gas-fee handling or other KLT mechanics for legal compliance, security, fairness, sustainability or product development.

For a material change, we will provide reasonable advance notice, normally at least 30 days where practicable, explain the effective date, and permit cancellation of future Subscription renewals. An urgent legal, security or network change may take effect sooner. We will not retroactively remove KLT already validly credited solely because the economic model changed, subject to the fraud, closure and legal rules in this Part.

51. Taxes

Receiving, using, donating, holding or externally transferring KLT may have tax consequences. Each User is responsible for determining, reporting and paying applicable taxes. Kallitone may collect tax information, issue statements, withhold amounts or report transactions where required by law.

52. Track removal and Account closure

52.1 Subscription KLT

Unused Subscription KLT remains subject to the ordinary end-of-period reallocation and is not redeemable for cash merely because a Track or Account is closed. Subscription KLT is never eligible for external transfer.

52.2 Earned KLT

When a Creator removes a Track or a User closes an Account, Kallitone may require eligible Earned KLT to be transferred to an external wallet within 30 days after notice. Two-factor authentication, KYC, security holds, gas fees and legal restrictions continue to apply.

Subject to mandatory law and any longer legally required process, an eligible balance remaining after the deadline may be reallocated to Kallitone's operational allocation. We may extend the period for a documented technical, incapacity or legal reason.

52.3 Restricted balances

No transfer deadline requires Kallitone to release KLT that is reasonably disputed, linked to fraud, subject to sanctions, frozen by law or needed to correct an erroneous credit. We will handle the balance according to the final outcome and applicable law.

53. Suspension or discontinuation of KLT functions

Kallitone may suspend a KLT function for a legal, licensing, authorisation, network, security or provider reason. If Kallitone permanently discontinues a material custodial function, it will provide the process and notice required by applicable law for eligible balances. These Terms do not promise that every current KLT feature will remain available in every jurisdiction.

PART IV — COPYRIGHT AND NOTICE-AND-ACTION POLICY

54. Purpose

Kallitone respects copyright and other rights. This Part explains how rights holders, Creators and other persons may report allegedly infringing or illegal Content, how Kallitone may respond, and how an affected User may seek review.

This policy does not prevent Kallitone from taking immediate action required by law, a court, a competent authority, a serious safety risk or clear evidence of infringement. For users in the United Kingdom, Kallitone operates this Part consistently with the hosting protection in Regulation 19 of the Electronic Commerce (EC Directive) Regulations 2002 as retained in United Kingdom law: upon obtaining actual knowledge or awareness of unlawful Content or activity, Kallitone will act expeditiously to remove or to disable access to that Content.

55. Automated and internal detection

Kallitone may use automated or manual tools to identify duplicate or suspicious Content.

- A suspected match to a Track already registered in Kallitone may be blocked immediately pending evidence.
- A match to material available outside Kallitone may be flagged for review because lawful Creators often distribute the same work elsewhere.
- A precise and credible complaint from an external rights holder may lead to temporary restriction while evidence is evaluated.

No automated result is a final legal determination. Kallitone may use human review and request supporting evidence. Kallitone does not carry out general monitoring of Content and acts on the basis of notices and information brought to its attention. Nothing in this Part imposes a general obligation to monitor, consistent with United Kingdom and European Union intermediary-liability law.

56. How to submit a copyright notice

Download the Notice-and-Action Form at <https://kallitone.com/legal/notice-and-action-form/>, complete all required information and send the completed form by email to copyright@kallitone.com with the subject line **Copyright Notice**.

To permit a fair and efficient review, include:

1. your full legal name and contact details;
2. whether you are the rights holder or an authorised representative;
3. identification of the copyrighted work or other right claimed;
4. the exact Kallitone Track, profile, URL, hash or other location information sufficient to identify the material;
5. a clear explanation of why the use is unauthorised;
6. relevant evidence of ownership, authority and chain of title;
7. a statement that you have a good-faith belief that the disputed use is not authorised by the rights holder, its agent or the law;
8. a statement that the information is accurate and that you are authorised to act; and
9. your physical or electronic signature.

For multiple Tracks, provide a representative list and enough location information for each item. Kallitone may request clarification if a notice is incomplete or too general.

57. What Kallitone may do after a notice

After receiving a sufficiently precise and substantiated notice, Kallitone may:

- acknowledge receipt and assess whether the notice identifies a credible claim;
- temporarily block or delist the Track;
- disable playback, voting, promotion, donation or external transfer linked to the dispute;
- preserve relevant evidence and transaction records;
- notify the affected Creator and request a response;
- request identity or rights documentation from either party;
- reject a manifestly unsupported or abusive notice;
- restore the Track if the claim is withdrawn or sufficiently rebutted; or
- keep the Track restricted until the parties agree or a court or authority resolves the dispute.

Where legally required, Kallitone will act expeditiously and give the affected User a reason and review option. We may omit or delay notice where prohibited by law or reasonably necessary to prevent fraud, evidence destruction, evasion or harm. Kallitone will confirm receipt of each notice submitted through its notice-and-action mechanism without undue delay, will notify the notifying party of the decision taken in respect of the notified Content and of the redress options available, and will indicate where automated means were used to process the notice.

58. Creator response and counter-notice

An affected Creator may respond to copyright@kallitone.com with:

- identification of the Track and decision;
- an explanation of the Creator's ownership, licence, exception or other authority;
- the evidence listed in Section 32 as relevant;
- accurate contact and identity information; and
- a signed statement that the response is truthful and made in good faith.

Kallitone may share the substance of the response and necessary contact information with the complainant where lawful and described in the Privacy Policy. If a Creator does not respond within the stated period, Kallitone may decide based on available evidence.

59. Internal appeal

A User may request review of a Content decision by emailing copyright@kallitone.com within six months, unless the decision notice specifies a shorter lawful period for urgent evidence. The request should explain why the decision was incorrect and include new or overlooked evidence.

Where practicable, the appeal will be reviewed by a person who was not solely responsible for the original decision. Kallitone will communicate the result and, where required, available external redress. Abuse of the appeal system may be restricted.

60. Repeat infringement policy

Kallitone may suspend or terminate Accounts of Users who repeatedly infringe copyright or other rights in appropriate circumstances. We do not use a rigid strike count because severity and reliability differ. Factors may include:

- the number and timing of substantiated decisions;
- whether conduct was deliberate, commercial or concealed;
- the scale and harm of the infringement;
- use of false identity or fabricated evidence;
- previous warnings and corrective action; and
- good-faith mistakes, legitimate disputes and cooperation.

A single serious, knowing or fraudulent infringement may justify immediate termination. Kallitone also accommodates, and does not interfere with, standard technical measures used by rights holders to identify or protect copyrighted works that meet the conditions of 17 U.S.C. § 512(i).

61. False, abusive or fraudulent notices

Do not knowingly submit a false notice, fabricated ownership evidence or misleading counter-notice. Kallitone may reject the submission, restrict the submitter's Account, preserve evidence, seek recovery of resulting loss and refer suspected unlawful conduct to competent authorities.

This clause does not penalise a good-faith mistake or prevent legitimate enforcement, criticism, quotation, parody, fair use, fair dealing or another legal exception.

62. Identity verification in a rights dispute

Kallitone may require either party to complete identity verification through a third-party provider when proportionate to the credibility, value, complexity or fraud risk of the claim, or when required by law or a competent authority. Failure to verify may affect whether Kallitone can rely on the submission, restore Content or release a disputed balance.

63. United States DMCA notices

If you submit a notice under section 512 of the United States Digital Millennium Copyright Act, it must contain the elements required by 17 U.S.C. § 512(c)(3) and must be sent to Kallitone's registered designated agent:

Orkaan Studio S.R.L. (Copyright Agent)
Str. Nicolae Balcescu 30, 927020 Amara, Romania
Email: copyright@kallitone.com

A DMCA counter-notification must include the elements required by 17 U.S.C. § 512(g), including identification of the removed material and former location, the required good-faith statement under penalty of perjury, name, address, telephone number, signature, consent to the jurisdiction of the appropriate United States federal district court, and acceptance of service from the original notifier.

Where the statutory process applies, Kallitone may restore material after forwarding a valid counter-notification and waiting the statutory period unless the original notifier informs the designated agent that it has filed an action seeking a court order.

Orkaan Studio S.R.L. has registered the designated agent above with the United States Copyright Office (DMCA Designated Agent Directory registration no. DMCA-1079503).

64. Notices about other illegal Content

A person may report other allegedly illegal Content by downloading the Notice-and-Action Form at <https://kallitone.com/legal/notice-and-action-form/>, completing all required information and sending the completed form by email to support@kallitone.com. The notice should explain why the Content is illegal, identify its exact location, include the notifier's contact information and contain a good-faith statement of accuracy.

Kallitone may process the notice under applicable digital-services law, provide reasons for decisions, and offer review options where required. For users in the United Kingdom, Kallitone operates its reporting, complaints and illegal-content removal processes consistently with the United Kingdom Online Safety Act 2023 and applicable Ofcom codes of practice. Intellectual-property matters, which fall outside the scope of that Act, are handled under the copyright process set out in this Part.

65. Authorities, courts and preservation

Kallitone may comply with valid orders and requests from courts, regulators, law enforcement and other competent authorities. This includes orders made under section 97A of the United Kingdom Copyright, Designs and Patents Act 1988 and other United Kingdom court orders requiring a service provider to block, remove or disable access to specified Content. We may preserve Content, logs, KLT records, identity information and claim materials where reasonably necessary for a legal hold, investigation, defence or enforcement. Preservation does not mean that restricted Content remains publicly available or actively seeded. Where Kallitone becomes aware of information giving rise to a suspicion that a criminal offence involving a threat to the life or safety of a person or persons has taken place, is taking place or is likely to take place, it will promptly inform the relevant law-enforcement or judicial authorities and provide the information available to it.

66. No transfer of the underlying dispute

Kallitone's decision about availability on the Service does not transfer copyright, decide damages, resolve contributor splits, or prevent a party from seeking relief from a competent court or authority. The parties remain responsible for their underlying rights and claims.

67. Copyright contact

Copyright notices and responses: **copyright@kallitone.com**

Notice-and-action form: **<https://kallitone.com/legal/notice-and-action-form/>**

Operator: **Orkaan Studio S.R.L., Str. Nicolae Balcescu 30, 927020 Amara, Romania**

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