

ARTIST DISCOVERY PLAYLIST

Submission Terms & Content License Agreement

These Submission Terms & Content License Agreement ("Agreement") govern any submission of musical content ("Content") by an artist ("Artist," "you," or "your") to Hallow, Inc. ("Hallow," "we," or "us") for consideration in the Hallow Artist Discovery Playlist ("Playlist") via Hallow's online submission form (the "Submission Form").

By checking the box marked **"I have read and agree to the Submission Terms & Content License Agreement"** and clicking Submit on the Submission Form, you acknowledge that you have read, understood, and agree to be bound by this Agreement, effective as of the date of your submission (the "Effective Date"). If you do not agree, do not check the box or submit Content.

1. DEFINITIONS

1.1 Content: The musical track(s), recordings, artwork, and metadata you upload or provide through the Submission Form, together with the information you enter (including song title, artist name, genre, and PRO affiliation).

1.2 Playlist: The Artist Discovery Playlist feature within the Hallow App.

1.3 Hallow App: The Hallow mobile application, website, and any associated Hallow products, platforms, or social media pages.

1.4 Derivatives: Without limitation, any and all derivatives, enhancements, improvements, modifications and the like, that to any extent incorporate or are based on or related to any portion of the Content.

2. SUBMISSION & REVIEW

2.1 Submission. Submitting Content through the Submission Form does not guarantee acceptance, placement in the Playlist, or any compensation.

2.2 Review. Hallow reserves the sole right to review, accept, or reject any Content based on creative fit, theological alignment, production quality, or any other criteria Hallow determines. All decisions are final.

2.3 If Not Selected. If your Content is not selected, Hallow will not feature, distribute, or otherwise use your Content, and this Agreement's license grant (Section 3) will not take effect. Hallow may retain submitted information for a reasonable period for administrative purposes, consistent with its Privacy Policy (<https://hallow.com/privacy-policy/>).

2.4 If Selected. If your Content is selected, Hallow will notify you via email, the license described in Section 3 shall be deemed granted, and the payment defined in Section 4 will become due.

3. LICENSE GRANT

3.1 License. If your Content is selected, you grant Hallow a worldwide, non-exclusive, assignable, sublicensable, royalty-free license for one year to reproduce, perform, use, display, distribute, offer, sell, import, transmit, create Derivatives of, provide user access to, commercialize, and otherwise use the Content — including all associated master recording, synchronization, mechanical reproduction, performance, and composition rights — in connection with (a) the Hallow App and (b) advertising or promotion of the foregoing. You also grant Hallow the right to use your name, artist name, marks, likeness, and biographical information for promotional and other purposes in connection with any of the foregoing.

3.2 Non-Exclusive. This license is non-exclusive. You retain the right to license, distribute, and use your Content anywhere else.

3.3 Ownership. You retain all ownership rights in your Content. Nothing in this Agreement transfers ownership to Hallow.

3.4 PRO & Publishing Rights. The fee described in Section 4 is full compensation for all rights granted under this Agreement, including any performance or publishing royalty obligations. You are solely responsible for any payments owed to performing rights organizations (PROs), publishers, or co-writers arising from Hallow's use of the Content.

4. PAYMENT

4.1 Flat Fee. If selected, as consideration for the License Grant outlined in Section 3, Hallow will pay you a one-time flat fee of \$100 USD. Payment will be issued after you provide all requested tax documentation (e.g., a completed W-9 or equivalent).

4.2 No Additional Compensation. The \$100 USD flat fee is the sole consideration owed by Hallow. No streaming royalties, performance royalties, or other ongoing payments will be due under this Agreement.

5. TERM AND REMOVAL

5.1 License Term. The license granted in Section 3 begins on the date Hallow accepts the Content and continues for a period of one year, unless terminated earlier by Hallow pursuant to this Agreement.

5.2 Removal by Hallow. Hallow may remove the Content from the Playlist or otherwise cease using the Content at any time, for any reason, in its sole discretion. Removal or discontinued use by Hallow will not require a refund or repayment of any portion of the Flat Fee.

5.3 Removal Request by Artist. During the one-year license term, you may submit a written request that Hallow remove your Content from the Playlist. Hallow may, but is not required to, honor the request before the end of the license term. Unless Hallow agrees otherwise in writing, the license granted in Section 3 will remain in effect through the end of the one-year term.

5.4 Removal After the License Term. Upon expiration of the one-year license term, Hallow will remove the Content from the Playlist and discontinue any new use of the Content. Hallow will not be required to remove or modify materials created or distributed during the license term where removal is not reasonably practicable.

5.5 Survival. Sections 3.3, 3.4, 6, 7, 8, 9, and 10 survive the expiration or termination of the license and any removal of the Content.

6. YOUR REPRESENTATIONS & WARRANTIES

By submitting Content, you represent and warrant that:

6.1 Ownership. You either (a) own or control one hundred percent (100%) of the sound recording and the underlying musical composition embodied in the Content, free of any record label, distribution, publishing, or administration agreement that would restrict the rights granted here; or (b) to the extent any co-writer, producer, band member, or other contributor or partner holds rights in the Content, you have obtained their written consent to this Agreement and you are solely responsible for any payment owed to them.

6.2 No Infringement. The Content does not infringe or violate the rights of any third party, including intellectual property, publicity, or privacy rights.

6.3 No Third-Party Payments. Hallow's use of the Content, as licensed here, will not require Hallow to make any payment to any third party (including PROs, publishers, or co-writers) beyond your own responsibility under Section 3.4.

6.4 Accurate Information. All information you provide through the Submission Form is accurate and complete.

6.5 Theological Alignment. The Content is consistent with Catholic values and teaching, and you will disclose to Hallow if your Content or account has been removed from other faith-based platforms for doctrinal or values-based reasons.

6.6 Authority. You are at least 18 years of age (or the age of majority in your local jurisdiction) and have full legal capacity and authority to enter into this Agreement.

7. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Hallow and its affiliates, officers, directors, employees, and agents from any claims, damages, liabilities, losses, costs, or expenses (including reasonable attorney fees) arising out of or relating to: (i) your Content or any claim that it infringes or violates third-party rights; (ii) any breach of your representations, warranties, or obligations under this Agreement; or (iii) your negligence or willful misconduct.

8. CONFIDENTIALITY

Both parties will keep confidential any non-public information exchanged in connection with this Agreement, and will not disclose it to third parties except as required by law.

9. LIMITATION OF LIABILITY

Hallow will not be liable for any indirect, consequential, incidental, special, or punitive damages arising out of or related to this Agreement. Hallow's maximum aggregate liability will not exceed the total fees paid to you under this Agreement.

10. GENERAL

10.1 Governing Law. This Agreement is governed by the laws of the State of California, without regard to conflict of law provisions. The prevailing party in any dispute is entitled to attorneys' fees and costs.

10.2 Independent Contractor. You are an independent contractor and are responsible for all of your own taxes and withholdings obligations. You will indemnify Hallow from liability or expense or attorney fees relating to any such obligation or allegation relating thereto.

10.3 Entire Agreement. This Agreement constitutes the entire agreement between you and Hallow regarding the Playlist submission and supersedes any prior agreements on this subject. Hallow may revise these terms for future submissions of this Agreement at any time. Content you have already submitted or that Hallow has already accepted remains governed by the version of these terms in effect on your submission date.

10.4 Severability. If any provision is found invalid or unenforceable, the remaining provisions remain in full force and effect.

10.5 Assignment. You may not assign this Agreement without Hallow's written consent. Hallow may assign this Agreement to an affiliate or successor without restriction.

10.6 Contact. Questions about this Agreement can be directed to music@hallow.app.