

Terms and conditions

We know it's a lot, so we've kept it concise and highlighted the key points to make it easier to read

FOR ARTISTS:

Am I signing over the rights to my music, home, and firstborn? No. The only rights we take are the obvious ones we need to run the service. For example, the right to host the music you upload, stream, and sell it on your behalf, display whatever lyrics and artwork you put on the site, and so on. The full details are [here](#).

What can I upload? Are the covers OK? You must own or control all rights to everything you upload. That means covers are out, unless you have a written license or authorization from the artist to upload the cover to Lyra and grant us the rights in the terms below. Do not upload cover songs unless you have obtained all permissions and authorizations in writing! These requirements apply regardless of whether you're selling the music or giving it away. The full details are [here](#).

How much does Lyra cost? Please see our pricing page and the fees [section below](#).

FOR FANS:

Is my personal information going to be resold to some random third-party advertiser? No, we only use personal information as described in our [privacy policy](#), such as for the purposes of providing you with a service, improving Lyra, and our users' experience on Lyra. In addition to our limited use, the artists you support or follow will have access to your personal information in certain cases. Please see our [privacy policy](#) for more information on how we collect, use, share, and safeguard personal information.

When I buy something on Lyra, is the artist I'm trying to support receiving just a fraction of a fraction of what I pay? No, Lyra only makes money when artists make a lot more money, and we like to keep our interests aligned with the artists we serve. In general, artists receive 80-85%* of every dollar a fan spends. You can find out more by reading our Fair Trade Music Policy [here](#) and the fees section below. *When you buy music using an artist's affiliate

link, you earn 10% of their revenue. It's your unique link for each track—share it on socials, help the artist grow, and get a cut.

Please read carefully

Welcome to Lyra! Before using our services, please read these Terms of Conditions (“Agreement” or “Terms of Use”) carefully. This Agreement outlines the legally binding terms and conditions for using the services provided by Lyra, including our website at lyramusic.io (the “Site”) and any mobile applications or software we offer (collectively, with the Site, the “Service”). By accessing or using the Site or Service in any manner, including but not limited to browsing the Site or uploading content, you agree to be bound by these Terms of Use. These Terms of Use apply to all users of the Site or Service, including those who contribute content, information, or other materials.

Acceptance of terms

The Service is provided subject to your acceptance of and compliance with all the terms and conditions outlined in this Agreement (the “Terms of Use”), which includes our [Intellectual Property Policy](#) available at lyramusic.io/copyright, the [Acceptable Use](#) and [Content Moderation Policy](#), and any other operating rules, policies, and procedures that may be published on the Site by Lyra. These documents are incorporated into these Terms of Use by reference and may be updated by us from time to time without prior notice. Additionally, some features or services may have their own terms and conditions, which will be incorporated into these Terms of Use by reference.

If you are using or opening an account on behalf of a company, organization, band, or other entity (each an “Artist Entity”), you represent and warrant that you: (i) are an authorized representative of that Artist Entity and any artists associated with it (a “Represented Artist”) with the authority to bind such Artist Entity or Represented Artist to these Terms of Use, and (ii) agree to be bound by these Terms of Use on behalf of the Artist Entity and/or Represented Artist.

The Service is intended for individuals who are at least 18 years old. By using the Service, you confirm that you are of legal age to enter into a binding contract and that all information you provide during registration is accurate and truthful. Lyra reserves the right, at our sole discretion, to refuse service to any person or entity and to modify our eligibility criteria at any time. This provision does not apply where prohibited by law, and access to the Service may be restricted in such jurisdictions.

Modification of Terms of Use

Lyra reserves the right, at our sole discretion, to modify or replace any terms in these Terms of Use, or to change, suspend, or discontinue the Service (including any features, databases, or content) at any time. We may notify you of these changes by posting a notice on the Site or by sending you an

email. Additionally, we may impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. It is your responsibility to periodically review these Terms of Use for any changes. Your continued use of the Service after any modifications are posted constitutes your acceptance of those changes. Please note that any modifications to these Terms of Use will not affect disputes that arose between you and Lyra before the changes were made.

Privacy

Your privacy is important to us. For details on how we collect, use, and share your information, please review our [Privacy Policy](#). This policy outlines our practices related to your personal information when you use the Site and Services.

Rules and Conduct

As a condition for using the Service, you agree not to use it for any purpose prohibited by these Terms of Use and as outlined in our [Acceptable Use](#) and [Content Moderation Policy](#). The Service (including, without limitation, any Content) is intended solely for your personal, non-commercial use, except for individual recording artists, collections of recording artists, Artist Entities, or Represented Artists (each, an “Artist”) who are authorized to sell Music, or other Content through the Service. You are responsible for all activity associated with your use of the Service. When interacting with our Site or Service, you must adhere to our [Acceptable Use](#) and [Content Moderation Policy](#). This policy applies to all user interactions and content submissions. “Content” includes, but is not limited to, User Submissions, videos, audio clips, written forum comments, information, data, text, photographs, software, scripts, graphics, and interactive features made available by Lyra or its partners through the Service.

Fan Personal Information

For details on how we collect, use, share, and protect personal information, please review our [Privacy Policy](#). While Lyra requires each Artist to adhere to specific terms regarding the handling of personal information, please note that we do not control how Artists use Fan Information, such as your email address, country of residence, and zip/postal code (“Fan Information”). Lyra is not responsible or liable, directly or indirectly, for any damage or loss resulting from the Artist's use of such Fan Information.

Please also note that Lyra operates a basic “recommender system” on the Site. This system generates an automatic “Music news” feed for Fan accounts, displaying tracks, artists, and albums based on the Fans, genres, or Artists they choose to follow. This feed does not involve machine learning and does not derive recommendations from a Fan’s general browsing activity on the Site.

Fan Personal Information - Artists

In connection with specific features of the Service, including when fans provide their email addresses and other personal information. You agree not to disclose, rent, or sell any Fan Information to third parties and will use the information solely for the Artist's mailing list or an Artist Subscription to provide fans with updates about the Artist, including upcoming shows, new music, or other content related to the Artist Subscription. Additionally, any communication sent to the Artist's mailing list or related to the Artist Subscription will comply with applicable email marketing laws and include a clear mechanism for fans to unsubscribe (i.e., a working "opt-out" option). You will promptly honor any fan's request to unsubscribe and cease further communication with them.

Registration

While you can browse the Lyra platform and view content without registering, some features of the Service may require you to register an account with Lyra, including creating a password and choosing a screen name ("User ID"). You must provide accurate, complete, and up-to-date information when registering. Failure to do so may result in the immediate termination of your account. You are prohibited from: (i) selecting or using a User ID that impersonates someone else; (ii) using a User ID that infringes upon someone else's rights without proper authorization; or (iii) selecting a User ID that is offensive, vulgar, or inappropriate. Lyra reserves the right to deny or cancel a User ID at its sole discretion. You are responsible for all activity under your account and for safeguarding your password. You must not use another user's account without their explicit permission and must notify Lyra immediately in writing of any unauthorized use of your account or security breaches.

Fees and Payments – General

Lyra enables fans to purchase Content from Artists, including digital content available for download and streaming through the Service ("Digital Content"), and Artist Subscriptions. Each purchase constitutes a "Transaction." Transactions involving Digital Content are referred to as "Digital Transactions" and may be processed using Standard Payments or Enhanced Payments, as [detailed here](#). All Transactions under this Agreement are facilitated by Lyra and our third-party payment processors.

Fees and Payments – Terms for Fans

Fans may purchase products and services from an Artist through the Lyra platform, including, but not limited to, Digital Content and Artist Subscriptions. All sales of Digital Content are final (unless prohibited by law), unless otherwise determined by Lyra. If you do not receive the Digital Content or encounter issues with it, please contact Lyra with your request and proof of payment, and we will

notify the Artist and work with them to resolve the issue. At Lyra's discretion, you may be credited or refunded for the Digital Content. However, Artists are solely responsible for the files they upload and sell.

Your total price for each Transaction includes the product price plus any applicable taxes. If a Transaction is subject to sales tax, value-added tax, goods and services tax, or other indirect taxes (collectively, "Sales Tax"), you agree that we may charge you for these taxes, and you will be responsible for paying all applicable fees and Sales Taxes.

If you purchase an Artist Subscription, your payment will automatically renew at the end of the subscription period unless you cancel it before the current period ends. The cancellation will take effect the day after the final day of the current subscription period.

Content purchased in a Transaction cannot be guaranteed for perpetual availability. For example, if we receive a copyright infringement notice regarding specific Content, we may be legally required to remove that Content from the Service and deny continued access to anyone who purchased it. This could result in the loss of access to previously purchased Content.

If we are legally required to deny access to previously purchased Content, including through any mobile application, Lyra will not provide refunds, except as required by law. Users assume all risks related to losing access to Content purchased through the Service.

Because of the potential risk of losing access, we recommend that you promptly download any purchased Content to your own devices, ensuring continued access even if the Content is removed from the Service by Lyra or the Artist. You warrant that, by entering into a Transaction, you have the ability to make full and immediate payment for the requested products or services.

When you share an artist's unique affiliate link and someone makes a purchase through it, you earn 10% of the artist's revenue from that sale. This only applies to purchases made within 14 days of generating the link. Each affiliate link can be generated only once per user per track. Abuse of the system, such as spamming or generating fake purchases - may result in account suspension or permanent removal. You must have a Lyra account to generate affiliate links or receive payouts. Payouts are issued once your total earnings reach \$25.

Fees and Payments – Terms for Artists

Artists may sell products and services to fans through the Lyra platform, including, but not limited to, Digital Content, and Artist Subscriptions. You will set the prices for your products and services (the "Prices") and may adjust them at your discretion. However, Lyra reserves the right to redistribute previously purchased products to users who have received corrupted files, incorrect formats, incomplete copies, or have lost their products due to hardware failure, damage, theft, or destruction. Such redistribution will occur on a no-fee basis to the user, allowing them to redownload the replacement copy, and no additional payments will be made to you for these redistributions.

To participate in certain Transactions, you may need to open an account with a third-party payment processor (e.g., PayPal or Stripe) and agree to their terms and conditions. To facilitate your sales, you (i) designate Lyra as your agent for processing Transactions on your behalf, and (ii) authorize Lyra or its payment processor to collect payments for these Transactions.

Lyra is entitled to a share of the revenue from Transactions (the “Revenue Share”), in accordance with the rate schedule set forth at [Lyramusic.io/pricing](https://lyramusic.io/pricing), excluding refunds. You are solely responsible for any Stripe or PayPal fees, credit card transaction fees, chargebacks, disputed payments, and refunds, except as outlined in this Agreement.

In certain jurisdictions, tax regulations may require us to collect, report, and withhold taxes on payments made to you. Lyra will report and remit any such taxes to the relevant authorities, and you are required to provide us with any information needed to fulfill these obligations.

For Digital Content using Enhanced Payments, you will receive the gross proceeds from the sales minus the applicable Revenue Share and Fees (the “Artist Payout”).

For Artist Subscriptions, payments received from users (the “Subscription Fee”) will be directed to you, minus the Revenue Share, taxes, and applicable Fees, which will be directed to Lyra at the time of each payment.

If a payment is later invalidated due to chargebacks, disputes, or reversals, you will be liable for the full Transaction amount plus any Fees. Lyra may recover these amounts by debiting your account or instructing our payment processors to withhold the necessary amounts. If there are insufficient funds, you agree to reimburse Lyra through other means.

Lyra reserves the right to halt the offering or sale of any products or services, restrict access to the platform, or take other actions in response to technical issues, objectionable content, inaccurate listings, or any other violations of our guidelines. We may also halt the sale of goods or services upon receiving notifications of claimed infringement or other evidence of illegal activity.

Artists who are defined as “traders” under UK or EU laws are required to identify themselves as such. Failure to comply may result in penalties. Traders must provide us with necessary verification details, including their name, address, email, and phone number, which will be shared with consumers. All traders must comply with UK and EU consumer laws. If Lyra refuses or suspends your account for failing to meet these requirements, you may file a complaint via email, which will be reviewed by our in-house legal team, and we will aim to respond within 8 weeks.

Affiliate links are enabled by default for all tracks and cannot be disabled. You agree to share 10% of your revenue from any sale made through a fan's unique affiliate link. This percentage is automatically deducted at the time of purchase and paid directly to the referring fan.

Each affiliate link can be generated only once per user per track, and is valid for 14 days after it is created. This system is designed to incentivize fans to actively promote your music and grow your audience. You understand and accept that this revenue share is a default part of Lyra's promotional model. Abuse of the system by fans may lead to link invalidation or account suspension, but does not affect your obligation to honor the revenue share on valid purchases.

Additional Fees

In addition to the fees mentioned above, Lyra reserves the right to charge fees for certain additional features of the Service, including but not limited to Lyra Pro or Label accounts. If you choose to subscribe to these features, you will be responsible for paying all applicable fees, as outlined on the platform in connection with those features. Lyra reserves the right to modify its pricing and introduce new fees at any time, with ten (10) days prior notice to you, which may be sent via email or posted on the platform. Your continued use of the Service after such notification constitutes acceptance of the new or updated fees.

Third Party Sites

The Service may allow you to link to other websites or resources on the Internet, and other websites may link to the Lyra platform. Accessing third-party websites is at your own risk. These websites are not under Lyra's control, and you acknowledge that Lyra is not responsible for the content, functionality, accuracy, legality, appropriateness, or any other aspect of such websites or resources. The inclusion of any link does not imply endorsement by Lyra or any affiliation with the operators. You further agree that Lyra shall not be responsible or liable, directly or indirectly, for any damage or loss caused by or alleged to be caused by the use of or reliance on content, goods, or services available on or through such third-party websites or resources.

Content and License

You acknowledge that the Service contains Content provided by Lyra or its partners, and such Content is protected by copyright, trademark, service mark, patent, trade secret, or other proprietary rights and laws. You must abide by all copyright notices and restrictions contained in any Content accessed through the Service. Lyra grants each user a worldwide, non-exclusive,

non-sub-licensable, and non-transferable license to use, modify, and reproduce the Content solely for personal, non-commercial use. Any use, reproduction, modification, distribution, or storage of Content for purposes other than personal, non-commercial use is prohibited without prior written permission from Lyra or the identified copyright holder. You may not sell, license, rent, or otherwise use or exploit any Content for commercial purposes or in a manner that violates any third-party rights.

Intellectual Property Rights – Fans

The Service allows users to add, create, upload, submit, distribute, or post (“Submitting” or “Submission”) content, including videos (such as Music Videos), audio clips (such as Music), written comments, data, text, photographs, software, scripts, graphics, or other information to the platform (collectively, the “User Submissions”). By Submitting User Submissions on the Lyra platform or through the Service, you:

Acknowledge that by Submitting any User Submission, you are publishing that Submission, and you may be publicly identified by your User ID in association with it.

By Submitting any User Submissions, you grant Lyra a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable, and transferable license to use, edit, modify, reproduce, distribute, prepare derivative works of, publicly display, publicly perform (including on a through-to-the-audience basis and by means of a digital audio transmission), communicate to the public, synchronize, and otherwise fully exploit the User Submissions in connection with the platform, the Service, and Lyra’s business (including its successors and assigns), including but not limited to promoting and redistributing part or all of the platform (and derivative works thereof) or the Service in any media formats and through any media channels (including third-party websites), whether now known or hereafter developed. You also grant each user of the platform and/or the Service a non-exclusive license to access your User Submissions through the platform and the Service, and to use, edit, modify, reproduce (on any devices owned or controlled by the user), distribute, prepare derivative works of, display, and perform such User Submissions solely for personal, non-commercial use. For clarity, this license does not affect your ownership or other license rights in your User Submissions, including the right to grant additional licenses to the material in your Submissions, unless otherwise agreed in writing.

Represent and warrant that you (i) own or control all rights to the content in your User Submissions, or that the content is in the public domain or directly licensed to you, (ii) have full authority to act on behalf of all owners of any right, title, or interest in the content in your User Submissions to use such content as contemplated by these Terms of Use and to grant the license rights set forth above, (iii) have permission to use the name and likeness of each identifiable individual person, and to use such individual’s identifying or personal information as contemplated by these Terms of Use, and (iv) are authorized to grant all of the rights mentioned above to Lyra and users of the Service. Agree to pay all royalties and other amounts owed to any person or entity, including any performing rights

organizations (PROs), as a result of your Submission of User Submissions to the Service. Represent and warrant that the use or other exploitation of your User Submissions by Lyra and users of the platform and Service, as contemplated by this Agreement, will not infringe or violate the rights of any third party, including but not limited to privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

Understand that Lyra reserves the right to delete, edit, modify, reformat, excerpt, or translate any materials, content, or information Submitted by you. All information publicly posted or privately transmitted through the platform is the sole responsibility of the person from whom such content originated, and Lyra will not be liable for any errors or omissions in any content. Lyra cannot guarantee the identity of any other users with whom you may interact while using the Service. Lyra does not endorse and has no control over any User Submissions. Lyra cannot guarantee the authenticity of any data provided by users about themselves. You acknowledge that all Content accessed by you through the Service is at your own risk, and you will be solely responsible for any damage or loss incurred by any party resulting therefrom.

Intellectual Property Rights – Artists

The Service allows Artists to upload Digital Content owned or controlled by them to the Lyra platform, including but not limited to sound recordings (“Sound Recordings”), videos synchronized with Sound Recordings and other audiovisual works (collectively, “Music Videos”), and the musical works embodied in Sound Recordings and Music Videos (“Musical Works” and, together with Sound Recordings and Music Videos, the Artist’s “Music”). Lyra will not claim ownership of any elements of an Artist’s Music. However, to provide the Service, Lyra requires the following license. Each Artist uploading Music grants Lyra and its authorized sublicensees and distributors a worldwide, non-exclusive, royalty-free right and license to:

(i) reproduce, distribute, publicly perform, publicly display, create derivative works of, communicate to the public, synchronize, and otherwise exploit (collectively, “Exploit”) the Artist’s Music in order to provide the Service on the Artist’s behalf (e.g., reproduce, transcode, store, publicly perform, stream, distribute, and playback the Artist’s Music) using current or future technologies, and

(ii) Exploit all related copyrightable works or metadata, including lyrics, musical notations, album artwork, photos, graphics, and descriptive text (“Artworks”) in connection with the Service;

(iii) allow users of the Service to publicly perform, display, and reproduce the Artist’s Music and Artworks on any devices they own or control for non-commercial purposes, and to receive performances and displays of the same;

(iv) reproduce, use, and publish the Artist’s name, trademarks, likeness, and personal and biographical materials in connection with the provision of the Service.

To enable Lyra to Exploit your Music under these terms, you also grant Lyra the worldwide, non-exclusive, royalty-free, sublicensable, and transferable right to use, distribute, reproduce, and display your trademarks, service marks, slogans, logos, or similar proprietary rights (“Trademarks”) solely in connection with the Service and its marketing, promotion, or advertising.

By uploading any Music or Artworks to Lyra:

You represent and warrant that (i) you own or control all rights to your Music and Artworks (or that they are in the public domain or directly licensed to you), (ii) you have the authority to act on behalf of any owners of the Music or Artworks, (iii) you have permission to use the name and likeness of any individuals in the Music or Artworks, and (iv) you are authorized to grant the rights to Lyra and the users of the Service.

You represent and warrant that the use of your Music and Artworks by Lyra, its sublicensees, distributors, and users will not infringe the rights of any third party, including privacy, publicity, copyright, contract, or other intellectual property rights.

If you are the songwriter of any Musical Works in your Sound Recordings or Music Videos, you represent and warrant that you have the right to grant the rights in this Agreement despite any agreements you may have with any performing rights organizations (PROs), whether in the US (e.g., ASCAP, BMI, SESAC) or elsewhere, or with any music publishers. You are responsible for informing any PRO or publisher of your grant of a royalty-free license to Lyra for public performances and communications of your Musical Works, with no fees due to any PRO or publisher for such performances.

You represent and warrant that no fees will be due to any third party, including unions, guilds, non-featured vocalists or musicians, engineers, or producers, for the use or re-use of your Music as authorized under this Agreement.

If any agreement you have entered into with any third party, including, but not limited to, a performing rights organization (PRO), music publisher, union, or guild, whether by law or contract, prohibits you from granting Lyra the rights and licenses set forth in this Agreement, or from making the representations and warranties outlined in the four preceding paragraphs, then you are prohibited from uploading your Music to the Service. In such cases, you shall be solely responsible for indemnifying and holding Lyra harmless from and against any and all claims, liabilities, damages, or losses (including, without limitation, court costs and legal fees) arising from the exploitation of your Music on the Service.

Termination

Lyra may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, and effective immediately. This may result in the forfeiture and destruction of

all information associated with your account, including, without limitation, any access to Music you have purchased through the Service. If you wish to terminate your account, you may do so by following the instructions provided on the platform. Any fees paid are non-refundable, except as outlined in this Agreement. All provisions of these Terms of Use which by their nature should survive termination will continue to apply after termination, including, but not limited to, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Warranty Disclaimer

Lyra does not have a special relationship with or fiduciary duty to you. You acknowledge that Lyra has no control over, and is not responsible for, the following: which users access the platform; what Content you access via the platform; the effects of that Content on you; how you may interpret or use the Content; or any actions you take as a result of being exposed to the Content. You release Lyra from all liability related to your acquisition or non-acquisition of Content through the platform. The platform may contain, or direct you to, websites with information that some people may find offensive or inappropriate. Lyra makes no representations regarding any Content contained in or accessed through the platform and will not be responsible for the accuracy, copyright compliance, legality, or decency of material available through the platform or the Service.

The Service is provided “as is” and “as available,” without any warranties of any kind, express or implied, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. All such warranties are expressly disclaimed. Lyra, along with its directors, employees, agents, suppliers, partners, and content providers, makes no warranties that: (a) the Service will be secure or available at any specific time or location; (b) any defects or errors will be corrected; (c) any content or software accessible through the Service is free of viruses or other harmful components; or (d) the results of using the Service will meet your expectations. Your use of the Service is entirely at your own risk. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you.

Electronic Communications Privacy Act Notice (18 U.S.C. §§ 2701-2711)

Lyra makes no guarantee of confidentiality or privacy regarding any communication or information transmitted through the platform or any website linked to the platform. Lyra will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on Lyra’s equipment, transmitted over networks accessed by the platform, or otherwise connected with your use of the Service.

Indemnification

You agree to defend, indemnify, and hold harmless Lyra, its affiliates, authorized sublicensees, distributors, and their employees, contractors, directors, suppliers, and representatives, from any and all liabilities, claims, and expenses, including reasonable attorneys' fees and court costs, arising from or related to your use or misuse of, or access to, the platform, Service, Content, or from your User Submissions. This includes any violations of these Terms of Use or infringement by you, or any third party using your account, of any intellectual property or other rights of any person or entity, and any breach of your representations and warranties in these Terms of Use. For clarity, you agree to indemnify and hold harmless Lyra from any and all claims by third parties claiming rights in or to your Music, including claims for performance royalties, synchronization royalties, mechanical royalties, and use or re-use fees. Lyra reserves the right to assume exclusive defense and control of any matter subject to indemnification by you, and you agree to assist and cooperate with Lyra in asserting any available defenses at your sole expense.

In no event shall Lyra, its directors, employees, agents, partners, suppliers, or content providers, be liable under contract, tort, strict liability, negligence, or any other legal or equitable theory with respect to the Service for: (i) any lost profits, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever (however arising); (ii) any bugs, viruses, trojan horses, or similar issues (regardless of their source of origin); or (iii) any direct damages exceeding, in the aggregate, one hundred U.S. dollars (\$100.00). Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you. If you are a California resident, you expressly waive California Civil Code §1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." You, being aware of this section, expressly waive any rights you may have under it, as well as any other statutes or common law principles of similar effect. You acknowledge that this waiver is an essential and material term of this Agreement, and that without it, Lyra would not have entered into this Agreement.

International/Non-California Use

Except for its obligations to comply with the EU's Digital Services Act, Lyra makes no representation that the Content is appropriate or available for use in locations outside of California. Accessing the Service from territories where such Content is illegal is prohibited. If you access the Service from locations outside California, except for users based in the EU, you do so at your own initiative and are responsible for complying with local laws.

Dispute Resolution

A printed version of these Terms of Use and any notices given in electronic form will be admissible in judicial or administrative proceedings related to these Terms of Use to the same extent as other business documents originally generated and maintained in printed form. You and Lyra agree that any cause of action arising out of or related to the Service must begin within one (1) year after the cause of action arose; otherwise, such claims are permanently barred.

These Terms of Use shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law provisions, and the laws of the United States of America. Any dispute arising from or relating to this Agreement will be settled by arbitration in Los Angeles County, California, in the English language, following the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The arbitration will be conducted by one commercial arbitrator experienced in resolving intellectual property and commercial contract disputes, selected from JAMS' list of arbitrators per its rules. The prevailing party in the arbitration will be entitled to reasonable reimbursement of expenses, including attorneys' fees, expert witness fees, and all other related expenses. Judgment on the arbitration award may be entered in a court with jurisdiction or application made to such a court for judicial acceptance and enforcement of the award.

Notwithstanding the above, either party may seek injunctive or equitable relief in a court of proper jurisdiction pending a final arbitration decision. The parties consent to exclusive jurisdiction and venue in the United States Federal Courts or state courts located in Los Angeles, California, for all purposes of this Agreement. Use of the Service is unauthorized in any jurisdiction that does not enforce all provisions of these Terms of Use, including this section.

Integration and Severability

These Terms of Use constitute the entire agreement between you and Lyra regarding the Service and use of the platform, and supersede all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and Lyra concerning the platform. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, so that the remaining Terms of Use will continue in full force and effect and remain enforceable. The failure of either party to exercise any right provided herein shall not be deemed a waiver of any other rights under these Terms of Use.

Miscellaneous

Lyra shall not be liable for any failure to perform its obligations under these Terms where such failure results from causes beyond Lyra's reasonable control, including but not limited to mechanical, electronic, or communication failures (including "line-noise" interference). These Terms of Use are personal to you and may not be assigned, transferred, or sub-licensed by you without Lyra's prior written consent. Lyra may assign, transfer, or delegate any of its rights and obligations

under these Terms without your consent. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use, and neither party has any authority to bind the other in any respect.

In any action to enforce rights under these Terms of Use, the prevailing party will be entitled to recover its costs and attorneys' fees. All notices under these Terms of Use must be in writing and will be considered duly given when received, if personally delivered or sent by certified or registered mail (return receipt requested); when receipt is electronically confirmed, if sent by email or facsimile; or the day after it is sent, if sent for next-day delivery by a recognized overnight delivery service.

Captions and headings in this Agreement are for convenience only and will not be used to define, limit, or interpret the scope or intent of these Terms or any provisions herein.

Contact

You can reach Lyra by directing inquiries to our support team.