# Requesting Songs App

## Terms of Service

Operated by Kent Town LLC
Effective Date: May 5, 2026
Last Updated: May 8, 2026

Please read these Terms of Service carefully before using the Requesting Songs App platform. By creating an account or using any part of the Service, you agree to be bound by these Terms.

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# Section 1. Acceptance of Terms

These Terms of Service (“Terms”) constitute a legally binding agreement between you (“Subscriber” or “User”) and Kent Town LLC, a Wyoming limited liability company (“Company,” “we,” “us,” or “our”), governing your access to and use of the Requesting Songs App platform and all related services (collectively, the “Service”).

By accessing or using the Service — including by creating an account, subscribing to a paid plan, or deploying a song request application — you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, do not use the Service.

# Section 2. Description of Service

Requesting Songs App is a software-as-a-service (SaaS) platform that enables musicians and live performers to deploy customizable song request web applications for use at live performances. The Service includes:

- A hosted song request application accessible at requestingsongs.com/{username}, customizable per subscriber account
- An editor dashboard to manage song catalogues, genres, settings, and appearance
- Tip link and review link integration for audience engagement
- Anti-spam and rate-limiting tools for audience request management
- Optional mailing list collection tools for subscriber use
- Branded QR code generation and print-ready PDF templates (business card and banner formats)
- Originals showcase tab for subscriber original music
- Referral program allowing subscribers to earn free months of service by referring new paying subscribers
- Ambassador tier program offering lifetime subscription discounts to qualifying subscribers
- Trial countdown notifications and subscription prompts
- Anti-spam IP blocking tools allowing subscribers to block abusive requesters by IP address

The Company reserves the right to modify, suspend, or discontinue any aspect of the Service at any time with reasonable notice to subscribers.

# Section 3. License to Use the Service

Subject to your compliance with these Terms and timely payment of all applicable fees, the Company grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Service solely for your own lawful business purposes as a live performer or musician. This license does not include any right to: (a) sublicense, resell, or make the Service available to third parties as a service bureau; (b) modify, reverse engineer, or create derivative works of any part of the Service; or (c) remove or alter any proprietary notices or labels on the Service.

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# Section 4. Acceptable Use

You agree not to use the Service to:

- Violate any applicable law or regulation
- Upload, transmit, or display content that infringes any third-party intellectual property, privacy, or publicity rights
- Introduce malicious code, viruses, or any software intended to disrupt or damage the Service or other users
- Attempt to gain unauthorized access to any part of the Service, other accounts, or related systems
- Use the Service to send unsolicited commercial messages (spam) to your audience
- Misrepresent your identity or affiliation or impersonate any person or entity
- Engage in any activity that creates disproportionate load or interferes with the normal operation of the Service
- Attempt to circumvent the IP-blocking or anti-spam controls of another subscriber's song request application

Violation of this section may result in immediate suspension or termination of your account without refund.

# Section 5. Subscription, Billing & Payment

## 5.1 Subscription Plan

Access to the Service requires a paid subscription at $9.99 USD per month ("Subscription Fee"). Subscriptions are billed on a monthly recurring basis.

## 5.2 Free Trial

New subscribers receive one (1) thirty (30)-day free trial upon account creation ("Trial Period"). No payment is required during the Trial Period. IMPORTANT: At the end of the Trial Period, your subscription will automatically convert to a paid monthly subscription and the payment method you provided at registration will be charged $9.99 USD. Your subscription will then renew automatically each month as described in Section 5.3. You may cancel at any time before the end of the Trial Period to avoid any charge. The free trial is available once per subscriber; duplicate accounts created to obtain additional free trials are prohibited. The trial countdown is displayed within the editor dashboard. At day 7, a reminder is shown. At day 0, access to the editor is restricted until a valid subscription is established.

## 5.3 Automatic Renewal

NOTICE OF AUTOMATIC RENEWAL: Subscriptions automatically renew each month on your billing anniversary date at the then-current Subscription Fee. By providing a payment method, you expressly authorize Kent Town LLC to charge the Subscription Fee to that payment method on a recurring monthly basis until you cancel. You will receive an email reminder before each renewal charge to the address on file.

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### 5.4 Payment Failures & Suspension

If a payment fails, we will notify you by email and may retry the charge up to three (3) times over the following seven (7) days. If payment is not received after retry attempts, your account may be suspended and access to the Service restricted. Continued non-payment after a suspension notice may result in termination of your account. Reactivation after suspension for non-payment may require payment of all outstanding amounts.

### 5.5 Cancellation

You may cancel your subscription at any time by accessing your account settings within the editor dashboard or by contacting support@requestingsongs.com. Cancellation takes effect at the end of your current billing period. You will retain access to the Service through the end of the paid period. No partial refunds are provided for unused portions of a billing period.

### 5.6 Refund Policy

All subscription fees are non-refundable except as required by applicable law or as expressly stated in these Terms. If you believe you were charged in error, contact support@requestingsongs.com within 30 days of the charge.

### 5.7 Price Changes

The Company reserves the right to modify Subscription Fees upon thirty (30) days' advance notice to subscribers via email. Your continued use of the Service after the notice period constitutes acceptance of the new pricing. If you do not accept the new pricing, you may cancel your subscription before the new pricing takes effect.

### 5.8 Taxes

Subscription Fees are exclusive of any applicable taxes. You are responsible for all applicable sales, use, VAT, GST, or similar taxes on your subscription, except for taxes based on the Company's net income.

### 5.9 Referral Program & Ambassador Tiers

**Referral Program.** Subscribers may share their unique referral link with other performers. When a new subscriber registers using that link and completes their first real paid month (after the free trial), the referring subscriber earns one (1) free month of service credit ("Referral Credit"). Referral Credits: (a) stack with no expiration; (b) are applied automatically before each billing cycle in the order earned; (c) have no cash value and are non-transferable; (d) are not awarded for self-referrals, duplicate accounts, or fraudulent signups; and (e) are subject to verification and may be revoked if the Company determines abuse occurred.

**Tier Milestones.** Subscribers who accumulate confirmed paid referrals unlock the following lifetime discount tiers automatically:

- 10 confirmed paid referrals: 25% lifetime discount on the monthly Subscription Fee
- 20 confirmed paid referrals: 50% lifetime discount on the monthly Subscription Fee
- 50 confirmed paid referrals: 100% complimentary subscription (no monthly charge)

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Tier discounts are applied automatically at checkout from the billing cycle following the milestone.

**Ambassador Grants.** Kent Town LLC may, at its sole discretion, grant ambassador tier status to any subscriber. Ambassador-granted tiers take effect immediately and do not require the subscriber to have earned the corresponding referral count. Ambassador grants do not include retroactive Referral Credits for the threshold count — only referrals earned after the grant date generate Referral Credits.

**Contingency & Modification.** All Referral Credits, tier discounts (including the 25% and 50% tiers), and complimentary subscriptions (Tier 3) are offered at the discretion of Kent Town LLC and are contingent on the Service remaining in active operation. Kent Town LLC reserves the right to modify, suspend, or terminate these benefits at any time if required by law, regulatory action, or a decision to cease business operations. These benefits do not constitute a contract or guarantee of perpetual service, and no compensation shall be owed upon modification or termination of these benefits.

**Tier 3 Account Retention.** Subscriber accounts that have reached Tier 3 (50 confirmed paid referrals or ambassador-granted equivalent) will not be subject to automatic inactivity-based deletion for as long as the Service remains operational.

# Section 6. Subscriber Content

## 6.1 Ownership

You retain ownership of all content you upload, create, or configure within the Service, including your song catalogue, display information, and any materials you provide ("Subscriber Content"). By using the Service, you grant the Company a limited, non-exclusive, royalty-free license to store, display, and transmit your Subscriber Content solely as necessary to operate the Service.

## 6.2 Responsibility

You are solely responsible for your Subscriber Content and represent that: (a) you have all necessary rights to use and submit such content; (b) your content does not infringe any third-party intellectual property rights; and (c) your content complies with all applicable laws and these Terms.

## 6.3 Removal

The Company reserves the right to remove any Subscriber Content that violates these Terms or applicable law, with or without prior notice. For DMCA-related removal requests, see Section 8. For other concerns, contact support@requestingsongs.com.

# Section 7. Fan-Submitted Content

7.1 Song requests submitted by audience members ("Fan Requests") are processed and displayed through the Service.

7.2 Fan Requests are the sole responsibility of the Fan submitting them. The Company does not review or moderate Fan Requests in real time.

7.3 If you receive a Fan Request that you believe violates applicable law or these Terms, please report it to support@requestingsongs.com.

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7.4 Fans who voluntarily provide an email address at the time of submission ("Opt-In Email") consent to the Subscriber contacting them. The Company transmits Opt-In Emails to the relevant Subscriber only; we do not use Fan email addresses for our own marketing.

7.5 The Service includes rate-limiting and anti-spam controls to reduce abusive requests. However, the Company does not guarantee that all abusive or inappropriate requests will be intercepted.

# Section 8. Intellectual Property & DMCA

8.1 The Service, including its software, design, branding, and original content, is the proprietary property of Kent Town LLC and is protected by United States and international copyright, trademark, and other intellectual property laws.

8.2 "Requesting Songs App," "RequestingSongs.com," and associated branding are trademarks and service marks of Kent Town LLC. You may not use these marks without prior written permission.

8.3 Third-Party Content: You acknowledge that song titles, artist names, album artwork, and other music-related content displayed within your song catalogue may be subject to third-party intellectual property rights. The Service is a request management tool only; it does not stream, distribute, or reproduce copyrighted audio content. You are solely responsible for ensuring your use of third-party content within the Service complies with applicable law.

8.4 DMCA Notice & Takedown: Kent Town LLC has designated a DMCA agent and is registered with the U.S. Copyright Office (Registration No. DMCA-1072340). If you believe that content on the Service infringes your copyright, please send a written notice to: support@requestingsongs.com. Your notice must comply with 17 U.S.C. § 512(c)(3) and include: (i) identification of the copyrighted work; (ii) identification of the infringing material; (iii) your contact information; (iv) a statement of good faith belief; (v) a statement of accuracy under penalty of perjury; and (vi) your physical or electronic signature.

8.5 Counter-Notices: If you believe your content was removed by mistake or misidentification, you may submit a counter-notice to support@requestingsongs.com in accordance with 17 U.S.C. § 512(g).

# Section 9. Third-Party Services

The Service integrates with the following third-party service providers, each governed by their own terms and privacy policies:

- Stripe (stripe.com) — payment processing and subscription management
- Supabase (supabase.com) — database hosting and user authentication
- Railway (railway.app) — application hosting and deployment
- EmailJS (emailjs.com) — transactional email delivery
- Google reCAPTCHA (policies.google.com/privacy) — spam and bot prevention

The Company is not responsible for the availability, accuracy, or practices of any third-party service. Your use of third-party services integrated with the Service is at your own risk.

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## Section 10. Privacy

Your privacy is important to us. Our Privacy Policy, incorporated herein by reference, explains how we collect, use, and protect information about you. By using the Service, you consent to data practices described in the Privacy Policy.

## Section 11. Warranties & Disclaimers

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS.

## Section 12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KENT TOWN LLC, ITS MEMBERS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY’S TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID BY YOU TO THE COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, INCLUDING CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY; IN SUCH JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE SERVICE RELIES ON RAILWAY FOR HOSTING INFRASTRUCTURE, AND THE COMPANY IS NOT LIABLE FOR HOSTING OUTAGES, DOWNTIME, OR DATA LOSS ATTRIBUTABLE TO RAILWAY’S PLATFORM.

## Section 13. Indemnification

13.1 You agree to indemnify, defend, and hold harmless Kent Town LLC and its members, officers, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or related to: (a) your use of the Service; (b) your Subscriber Content; (c) your violation of these Terms; or (d) your violation of any third-party rights, including intellectual property rights.

13.2 The Company reserves the right, at your expense, to assume exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate with our defense.

13.3 You agree not to settle any such matter without the prior written consent of the Company.

13.4 This indemnification obligation survives termination of these Terms and your use of the Service.

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## Section 14. Modifications to the Service and Terms

The Company reserves the right to modify these Terms at any time. Material changes will be communicated via email to the address on file or via a notice within the Service, at least fourteen (14) days before they take effect. Your continued use of the Service after the effective date of updated Terms constitutes your acceptance of the changes. If you do not agree to the updated Terms, you must cancel your subscription before the effective date.

## Section 15. Term and Termination

These Terms are effective from the date you first access or use the Service and remain in effect until terminated. Either party may terminate these Terms: (a) you may terminate by canceling your subscription as described in Section 5.5; (b) the Company may terminate or suspend your access immediately for violation of these Terms, non-payment, or any other reason determined to be in the best interest of the Service or its users. Upon termination, all licenses granted under these Terms immediately cease. Sections 6 (Subscriber Content ownership), 8 (IP), 11 (Disclaimers), 12 (Limitation of Liability), 13 (Indemnification), and 19 (Governing Law) survive termination.

## Section 16. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict of law provisions. Any dispute arising out of or relating to these Terms or the Service shall be resolved by binding arbitration administered by a recognized arbitration body, conducted in English. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent actual or threatened infringement, misappropriation, or violation of intellectual property rights or confidentiality obligations.

## Section 17. Class Action Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS SHALL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

## Section 18. Severability

If any provision of these Terms is found to be unenforceable or invalid by a court of competent jurisdiction, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms otherwise remain in full force and effect.

## Section 19. Entire Agreement

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These Terms, together with the Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and Kent Town LLC with respect to the Service and supersede all prior or contemporaneous communications and proposals, whether oral or written.

## Section 20. Contact Information

Kent Town LLC

Email: support@requestingsongs.com

Website: requestingsongs.com

DMCA Agent: support@requestingsongs.com (Registration No. DMCA-1072340)

# Addendum — Anti-Spam Blocking

*Added: October 5, 2026 · Operated by Kent Town LLC*

## Subscriber Blocking Tools

The anti-spam tools described in these Terms let subscribers block abusive requesters by IP address **or by browser**. When a request includes a browser ID, a subscriber's block applies to that browser so other guests on the same network are not affected.

## Automatic Protection

To protect the Service, we apply limits to the number of song requests that can be sent from one IP address, and we may automatically block an IP address across the Service when its activity indicates spam, automated submissions, or tampering with a request page. Blocked senders may not be notified. We may review, keep, or remove any automatic block at our discretion.

## Circumvention

You may not attempt to get around request limits, browser or IP blocks, or other anti-spam controls of the Service or of any subscriber's song request page.

All other provisions of the Terms of Service remain in full effect.

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# Amendment — Referral Program & Ambassador Tiers

*Added and effective: October 8, 2026 · Operated by Kent Town LLC*

This Amendment replaces the “Tier Milestones” and “Tier 3 Account Retention” paragraphs of Section 5.9 (Referral Program & Ambassador Tiers) and updates the tier references in its “Contingency & Modification” paragraph. Because these changes only lower the number of referrals needed and increase the benefits available, they take effect immediately. The Referral Program rules for earning Referral Credits are unchanged.

## Tier Milestones

Subscribers who accumulate confirmed paid referrals unlock the following lifetime discount tiers automatically:

• **Tier 1** — 5 confirmed paid referrals: 20% lifetime discount on the monthly Subscription Fee

• **Tier 2** — 10 confirmed paid referrals: 40% lifetime discount

• **Tier 3** — 15 confirmed paid referrals: 60% lifetime discount

• **Tier 4** — 20 confirmed paid referrals: 80% lifetime discount

• **Tier 5** — 30 confirmed paid referrals: complimentary subscription (no monthly charge)

A “confirmed paid referral” is a new subscriber who registered using your referral link and completed their first real paid month after the free trial. A $0 invoice does not count. Each confirmed paid referral also earns one Referral Credit as described in Section 5.9. Tier discounts are applied to your subscription automatically and take effect from the next billing cycle after the milestone is reached. Tiers only move up; a tier is never lowered because a referred subscriber later cancels.

## Ambassador Grants

Ambassador grants under Section 5.9 continue to apply. For tracking progress toward the next tier, an ambassador-granted tier is counted as that tier’s referral total (for example, a Tier 1 grant counts as 5). This count does not create any Referral Credits; only confirmed paid referrals earned after the grant generate Referral Credits.

## Contingency & Modification

References in Section 5.9 to “the 25% and 50% tiers” and to “complimentary subscriptions (Tier 3)” now refer to all tier discounts (Tiers 1–4) and complimentary subscriptions (Tier 5). The rest of that paragraph is unchanged.

## Tier 5 Account Retention

Subscriber accounts that have reached Tier 5 (30 confirmed paid referrals or an ambassador-granted equivalent) will not be subject to automatic inactivity-based deletion for as long as the Service remains operational.

## Existing Tiers

Subscribers who already hold a tier keep that tier and its discount.

All other provisions of the Terms of Service remain in full effect.

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# Amendment — Free Trial, Account Deletion, and Third-Party Services

*Added and effective: October 28, 2026 · Operated by Kent Town LLC*

This Amendment replaces Section 5.2 (Free Trial) and the list in Section 9 (Third-Party Services), and adds an Account Deletion paragraph to Section 5.5. The trial change removes a requirement and the other changes describe how the Service already works, so they take effect immediately.

## 5.2 Free Trial (replaced)

New subscribers receive one (1) thirty (30)-day free trial upon account creation ("Trial Period"). No payment method is required to start the trial, and you will not be charged unless you subscribe. The trial countdown is shown in the editor dashboard, and reminders may be shown in the editor or sent by email as the trial nears its end. If the Trial Period ends without a subscription, access to the editor is restricted until you subscribe. If you subscribe during the Trial Period, checkout shows whether your first charge happens right away (for example, when a promotional discount applies) or when the Trial Period ends; your subscription then renews automatically as described in Section 5.3. The free trial is available once per subscriber; duplicate accounts created to obtain additional free trials are prohibited.

## 5.5 Cancellation — Account Deletion (added)

Separately from canceling your subscription, you may permanently delete your account using **Cancel Account** in your account settings. Deleting your account removes your account and content right away, cannot be undone, and cancels any active subscription immediately rather than at the end of the billing period. As stated in Section 5.5, no partial refunds are provided for unused portions of a billing period.

## 9. Third-Party Services (list replaced)

• Stripe (stripe.com) — payment processing and subscription management
• Supabase (supabase.com) — database hosting
• Railway (railway.app) — application hosting and deployment
• Postmark (postmarkapp.com) — email delivery
• EmailJS (emailjs.com) — backup email delivery during our move to Postmark
• Cloudflare (cloudflare.com) — domain name (DNS) services and email forwarding
• Google reCAPTCHA (policies.google.com/privacy) — spam and bot prevention
• Google Ads (policies.google.com/privacy) — measuring sign-ups from our own ads, on our marketing and sign-up pages only

The rest of Section 9 is unchanged.

All other provisions of the Terms of Service remain in full effect.

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