

DISCOMO LEGAL POLICIES

Terms of Service & Privacy Policy

DISCOMO TERMS OF SERVICE

Effective Date: 02/06/26
Last Updated: 05/18/26

1. INTRODUCTION

Welcome to Discomo.

These Terms of Service ("Terms") govern your access to and use of the Discomo mobile application, website, and related services (collectively, the "Services"), operated by Discomo LLC ("Discomo," "we," "us," or "our").

By accessing or using the Services, you agree to be bound by these Terms and our Privacy Policy. If you do not agree, you may not access or use the Services.

The Services are controlled and operated from the United States.

2. ELIGIBILITY

You must be at least:

- 13 years old to use the Services (or 16 years old where required by law), and
- legally capable of entering into a binding agreement.

If you are under the age of 18 (or the age of majority in your jurisdiction), you represent that you have obtained permission from a parent or legal guardian.

Discomo does not knowingly collect personal information from children under the minimum age required by law.

3. ACCOUNTS & REGISTRATION

To access most features of the Services - including following artists and venues, receiving tailored recommendations, and using event features - you will have to create a free account.

You agree to:

- Provide accurate, current, and complete information
- Provide a valid email address and/or phone number, which are required to create an account and may be used to verify your identity, secure your account, and contact you about the Services
- Maintain the security of your login credentials
- Promptly update your account information as needed

You are solely responsible for all activity that occurs under your account. Discomo is not responsible for unauthorized access resulting from your failure to safeguard credentials.

4. USER-GENERATED CONTENT

A. Your Content

You may submit, upload, or post content including videos, photos, audio, text, messages, and other materials ("User Content").

You retain ownership of your User Content.

By posting User Content, you grant Discomo a non-exclusive, worldwide, royalty-free, sublicensable license to host, store, reproduce, display, distribute, modify, and use your content solely for operating, promoting, marketing, and improving the Services. Your content and activity may also be used to personalize your experience and inform recommendations, as described in our Privacy Policy.

B. Responsibility for Content

You represent and warrant that:

- You have all rights necessary to submit your User Content
- Your User Content does not and will not violate any applicable law, regulation, or third-party right
- You are solely responsible for your User Content and the consequences of posting it

User Content Must Not:

- Violate applicable laws or regulations
- Infringe intellectual property, privacy, or publicity rights
- Contain hate speech, harassment, threats, or explicit content
- Promote illegal activity
- Misrepresent affiliation or identity

No Endorsement; No Liability for User Content

Discomo does not endorse, adopt, or take responsibility for any User Content. User Content reflects the views and actions of the individual user who posted it, not Discomo.

Discomo is not a publisher or speaker of User Content. Discomo provides a platform for users to share content and is not liable for User Content under applicable law, including Section 230 of the Communications Decency Act.

Monitoring and Removal

Discomo has no obligation to monitor, review, screen, or evaluate User Content. However, Discomo reserves the right — but not the obligation — to monitor, review, remove, restrict, edit, or disable access to any User Content at any time, in its sole discretion, with or without notice, for any reason or no reason.

The fact that Discomo monitors or moderates some content does not create any obligation to monitor or act with respect to other content, and does not limit Discomo's right to take or decline to take any action with respect to any content.

Discomo shall not be liable to any user for any action taken or not taken with respect to User Content, including any decision to remove or to leave up any particular content.

Reporting

If you believe User Content violates these Terms or applicable law, you may report it to info@discomo.com. Discomo may investigate reports at its discretion but is not obligated to take any specific action in response to a report. Receipt of a report does not create an obligation to remove content or a representation that the reported content violates these Terms.

5. COMMUNITY CONDUCT

You agree not to:

- Abuse, harass, threaten, or harm others
- Interfere with or disrupt the Services
- Scrape, reverse engineer, or exploit the Services
- Use unauthorized automation
- Circumvent security or moderation systems

Violations may result in suspension or termination.

6. PLATFORM ROLE DISCLAIMER

Discomo is a discovery and connection platform for musicians, venues, and fans.

Discomo:

- does not act as an agent, manager, broker, employer, or representative
- does not guarantee bookings, attendance, compensation, or outcomes
- is not a party to agreements between users

All interactions, arrangements, and transactions between users are solely between those users.

7. EVENT CHECK-IN AND PROXIMITY FEATURES

Certain features of the Services allow you to check in at events or view when friends or users with similar tastes are at the same venue ("Proximity Features").

When you use Proximity Features:

- The app will request access to your device's precise location.
- Your approximate presence at an event may be visible to other users attending the same event, subject to your privacy settings.
- Location data collected through these features may be shared with the hosting venue.
- You can disable location access at any time through your device settings, which will prevent use of Proximity Features.

Proximity Features require your explicit permission before your location is accessed and do not continuously track your location in the background.

8. ADVERTISING & PROMOTIONS

Discomo may display advertisements, sponsored content, or promotional materials.

You acknowledge that:

- Ads may appear alongside content
- Sponsored content may be labeled
- Advertising may be personalized based on your activity, preferences, and interactions with the Services
- Your device identifiers and usage data may be shared with third-party advertising partners to deliver targeted advertising within the Services and on other platforms.

Your dealings with advertisers are solely between you and the advertiser.

You may manage certain advertising preferences through your device settings or through the privacy controls of our advertising partners.

See our Privacy Policy for more information.

9. PAYMENTS & TRANSACTIONS

Fan accounts are currently free to create and use. If premium features are introduced in the future, applicable fees will be disclosed prior to any purchase.

Venue and artist accounts may be subject to separate fees, which will be disclosed at the point of collection.

To the extent any payment features apply to you, you agree that:

- Payments are processed by third-party providers
- Discomo does not store full payment card information
- Fees are non-refundable unless required by law
- Pricing and features may change at any time

Discomo is not responsible for chargebacks, transaction errors, or disputes with payment processors.

10. INTELLECTUAL PROPERTY

All content and materials provided by Discomo, including software, designs, logos, trademarks, and branding, are owned by Discomo or its licensors.

You may not copy, modify, distribute, sell, or exploit any part of the Services without written permission.

11. COPYRIGHT & DMCA POLICY

Discomo respects intellectual property rights and complies with the Digital Millennium Copyright Act ("DMCA").

To submit a copyright infringement notice, email the following:

- Identification of the copyrighted work
- Identification of the infringing material
- Your contact information
- A good-faith statement
- A statement under penalty of perjury
- Your signature

DMCA Contact:

Discomo LLC Email: info@discomo.com

Repeat infringers may have their accounts terminated.

12. TERMINATION

Discomo may suspend or terminate access at any time, with or without notice, for any reason.

You may delete your account at any time.

Upon termination:

- Your right to use the Services ends immediately
- Sections relating to intellectual property, disclaimers, liability, indemnification, dispute resolution, and governing law will survive

13. DISCLAIMERS

The Services are provided "AS IS" and "AS AVAILABLE."

Discomo disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.

Use of the Services is at your own risk.

14. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Discomo LLC shall not be liable for indirect, incidental, special, consequential, or punitive damages. Discomo's total liability shall not exceed the amount paid by you (if any) in the twelve (12) months preceding the claim.

15. INDEMNIFICATION

You agree to indemnify and hold harmless Discomo LLC, its members, officers, employees, contractors, and agents from any claims, damages, losses, or expenses arising from:

- Your use of the Services
- Your User Content
- Your violation of these Terms or applicable law

16. THIRD-PARTY SERVICES

The Services may link to or integrate with third-party services.

Discomo is not responsible for third-party content, policies, or practices.

17. FORCE MAJEURE

Discomo shall not be liable for delays or failures caused by events beyond its reasonable control, including acts of God, natural disasters, labor disputes, power failures, internet outages, governmental actions, or system failures.

18. EXPORT & SANCTIONS COMPLIANCE

You may not use the Services if you are located in a country subject to U.S. sanctions or listed on any U.S. government restricted party list.

You agree to comply with all applicable export control laws.

19. DISPUTE RESOLUTION & ARBITRATION

PLEASE READ CAREFULLY.

Any dispute arising out of or relating to these Terms or the Services shall be resolved by binding, individual arbitration, except for claims eligible for small claims court or injunctive relief.

- No class actions or representative claims
- Arbitration administered by the American Arbitration Association (AAA)
- Venue: Texas, unless mutually agreed otherwise

20. GOVERNING LAW

These Terms are governed by the laws of the State of Texas, without regard to conflict-of-law principles.

21. ASSIGNMENT

You may not assign these Terms without Discomo's consent. Discomo may assign these Terms in connection with a merger, sale of assets, or corporate restructuring.

22. SEVERABILITY & WAIVER

If any provision is found unenforceable, the remaining provisions will remain in effect. Failure to enforce any provision is not a waiver.

23. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and Discomo regarding the Services and supersede any prior agreements or understandings.

24. APP STORE TERMS

If you access the Services through Apple App Store or Google Play, you acknowledge that:

- These Terms are between you and Discomo only
- Apple and Google are not responsible for the Services
- Apple and Google are third-party beneficiaries of these Terms

25. CHANGES TO THESE TERMS

Discomo may update these Terms at any time. Continued use constitutes acceptance of the updated Terms.

26. CONTACT INFORMATION

Discomo LLC

Email: info@discomo.com

DISCOMO PRIVACY POLICY

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1. INTRODUCTION

Discomo LLC ("Discomo," "we," "us," or "our") respects your privacy and we are committed to protecting it.

This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you use the Discomo mobile application, website, and related services (collectively, the "Services").

By accessing or using the Services, you acknowledge the practices described in this Privacy Policy. If you do not agree, please do not use the Services.

The Services are controlled and operated from the United States.

2. INFORMATION WE COLLECT

A. Information You Provide Directly

We collect information you voluntarily provide when you create an account or use the Services, including:

- Your name and username
- Email address
- Phone number
- Age or date of birth (required for age verification and compliance with applicable law)
- Profile information, including your interests, preferred genres, and favorite artists and venues
- Photos, videos, audio, text, messages, and other content you upload or post
- Communications you send to Discomo, including support requests and feedback

B. Information Collected Automatically

When you use the Services, we and our technology partners may automatically collect:

- Mobile device identifiers, including Apple's Identifier for Advertisers (IDFA) on iOS devices and Google's Advertising ID (GAID) on Android devices — see Section 7
- Device type, model, manufacturer, and operating system version
- IP address and approximate location derived from your IP address
- App usage data, including which features you use and the artists, venues, and events you view or follow
- Event attendance data, when you use check-in features
- Precise geolocation, but only when you actively use event check-in or Proximity Features — see Section 9
- Log files, including timestamps, error reports, and crash data

C. Information from Third Parties

We may receive information from third parties, including:

- Facebook: We use the Facebook software development kit (SDK) in connection with our marketing and user acquisition activities. Facebook may collect device identifiers and app event data when you use the Services, in accordance with Facebook's Data Policy.
- Google: We use Google Analytics to understand how users interact with the Services. Google may collect device and usage data in accordance with its privacy policies
- Payment processors: If you make a payment through the Services (currently applicable to venue and artist accounts only — consumer accounts are free), payment processors will collect payment information on our behalf. We do not store full payment card information.
- Social media platforms: If you connect a social media account to Discomo, we may receive certain profile information from that platform in accordance with that platform's policies.

D. Cookies and Similar Technologies

We do not currently use cookies on the Discomo mobile application. If and when we expand our web presence to include a full website experience, we may implement cookies for session management, analytics, and advertising purposes. We will update this Policy before doing so.

We do use mobile SDKs and similar technologies that function like cookies by collecting device and usage data. See Section 7.

3. HOW WE USE YOUR INFORMATION

We use the information we collect to:

- Provide, operate, and improve the Services
- Create and manage user accounts
- Verify your identity and secure your account
- Connect you with musicians, venues, and fans based on your preferences and activity
- Personalize your in-app experience, including content recommendations, based on your posts, interactions, and activity
- Enable event check-in and Proximity Features when you opt in to those features
- Communicate with you about your account, security updates, and changes to the Services
- Send you marketing communications, event recommendations, and promotional offers — you may opt out at any time (see Section 8)
- Deliver personalized in-app advertising and, through third-party advertising partners, targeted advertising on other platforms
- Build audience insights and analytics to share with venues and artists on the platform (see Section 4)
- Enforce our Terms of Service and detect fraud, abuse, and security threats
- Comply with legal obligations and respond to lawful government requests

4. HOW WE SHARE YOUR INFORMATION

With Other Users

We share information as directed by you, including your public profile, content you post publicly, and (when you use Proximity Features) your presence at an event.

With Venues and Artists on the Platform

A core purpose of DiscoMo is to connect fans with artists and venues. We may share your profile data, event interests, attendance information, and engagement activity with venues and artists on the platform to help them understand and reach their audience. For example, a venue may receive aggregated audience insights or learn how many users are following them or have expressed interest in an upcoming show.

This sharing may constitute a “sale” or “sharing” of personal information under California and other applicable state privacy laws. California residents and residents of other applicable states have the right to opt out (see Section 13).

With Advertising Partners

We work with third-party advertising technology providers, including Facebook, to deliver personalized advertising within the Services and on other platforms. These partners may receive device identifiers and usage data to measure ad performance and deliver relevant ads.

This sharing may constitute a “sale” or “sharing” of personal information under California law. California residents have the right to opt out (see Section 13).

With Service Providers

We share information with service providers who help us operate the Services, such as cloud hosting providers, analytics vendors, and customer support tools. These providers are contractually restricted from using your information for purposes other than providing services to us.

Sale of Personal Information to Third Parties

We may sell personal information to third parties for their own marketing or business purposes. California residents and residents of other states with applicable privacy laws have the right to opt out of the sale of their personal information. To exercise your opt-out right, contact us at info@discom.com or use the ‘Do Not Sell or Share My Personal Information’ option in your account settings.

Legal Compliance

We may disclose information to comply with applicable law, respond to lawful requests from government authorities, or protect the rights, property, or safety of DiscoMo, our users, or others.

Business Transfers

In connection with a merger, acquisition, or sale of assets, user information may be transferred to the acquiring party. We will notify users as required by applicable law.

5. ADVERTISING & ANALYTICS

DiscoMo uses advertising technologies to deliver relevant ads and understand how users interact with the Services.

Facebook

We use the Facebook SDK to support our marketing and user acquisition activities. Facebook may collect device identifiers and app usage data in accordance with Facebook’s Data Policy. You can manage Facebook’s use of your information through your Facebook account settings or device-level ad tracking settings.

Personalized Advertising and Retargeting

Your device identifiers and activity on the Services may be used to show you personalized advertisements within the Services and on other platforms where you are identified. This practice is sometimes called “retargeting.”

To limit personalized advertising, you can adjust your device settings:

- iOS: Settings > Privacy & Security > Tracking
- Android: Settings > Privacy > Ads

6. COOKIES & TRACKING TECHNOLOGIES

We do not currently use cookies on the DiscoMo mobile application. If we expand the Services to include a full website experience, we may use cookies to maintain sessions, remember preferences, and deliver advertising. We will update this Policy before doing so.

We use mobile SDKs, which function similarly to cookies by collecting device and app usage data. See Section 7.

7. MOBILE DEVICE IDENTIFIERS

When you use the DiscoMo mobile application, we and our advertising partners may collect mobile device identifiers, including:

- Apple’s Identifier for Advertisers (IDFA): Collected on iOS devices and used for advertising attribution, personalized advertising, and analytics.
- Google’s Advertising ID (GAID): Collected on Android devices for the same purposes.

These identifiers help us understand how users found DiscoMo and enable personalized and retargeted advertising.

You can manage or opt out of the use of these identifiers through your device settings:

- iOS: Settings > Privacy & Security > Tracking (to manage which apps can request to track you)
- Android: Settings > Privacy > Ads (to reset your Advertising ID or opt out of ads personalization)

Limiting ad tracking may reduce the personalization of content and advertising but will not affect your ability to use the Services.

8. MARKETING COMMUNICATIONS

We may contact you by email, text message (SMS), or push notification for the following purposes:

- Account-related communications (e.g., confirmations, password resets) — required; cannot be opted out of
- Security alerts and verification codes — required; cannot be opted out of
- Event recommendations and reminders
- Promotional offers and news about Discomo

You may opt out of marketing communications at any time by:

- Clicking the unsubscribe link in any marketing email
- Replying “STOP” to any marketing text message
- Adjusting your notification preferences in the Discomo app

Opting out of marketing communications will not affect your ability to use the Services or receive account-related and security communications.

9. SENSITIVE PERSONAL INFORMATION

Under California law (CPRA) and similar state privacy laws, certain categories of personal information are classified as “sensitive” and are subject to additional protections.

We collect the following sensitive personal information:

- Precise Geolocation: When you use event check-in or Proximity Features, we collect your precise location — meaning location accurate to within approximately 1,850 feet. We collect precise location only while you are actively using these features; we do not track your location continuously or in the background.

We use sensitive personal information only for the purposes for which it was collected — specifically, to enable event attendance verification and Proximity Features. We do not use precise geolocation for advertising profiling and do not sell it to third parties.

If you are a California resident, you have the right to direct us to limit our use and disclosure of your sensitive personal information. See Section 13 for how to exercise this right.

10. DATA RETENTION

We retain personal information only as long as necessary to:

- Provide the Services
- Comply with legal obligations
- Resolve disputes
- Enforce agreements

Retention periods vary by type of information.

You may request deletion of your account and associated personal information at any time (see Section 13). Deletion is subject to legal retention requirements and our operational needs.

11. DATA SECURITY

We implement reasonable administrative, technical, and physical safeguards to protect your personal information from unauthorized access, loss, misuse, or alteration.

However, no method of data transmission or storage is completely secure. We cannot guarantee absolute security, and use of the Services is at your own risk.

12. YOUR RIGHTS & CHOICES

Depending on your location, you may have rights with respect to your personal information. California residents should refer to California Privacy Rights (CCPA / CPRA) below for a full description of their rights and how to exercise them.

Residents of Virginia, Colorado, Connecticut, Texas, and other states with comprehensive privacy laws may have similar rights. See Section 14.

To submit a privacy rights request, contact us at info@discomo.com. We will respond to verifiable requests within the timeframes required by applicable law.

13. CALIFORNIA PRIVACY RIGHTS (CCPA / CPRA)

If you are a California resident, you have the following rights under the California Consumer Privacy Act (CCPA), as amended by the California Privacy Rights Act (CPRA).

Categories of Personal Information We Collect

In the preceding 12 months, we have collected the following categories of personal information as defined under the CCPA:

- Identifiers: Name, email address, phone number, username, device identifiers (IDFA, GAID), and IP address
- Personal information: Name and phone number
- Characteristics of protected classifications: Age
- Internet and electronic network activity: App usage data, content interactions, and browsing history within the Services
- Geolocation data: Approximate location (derived from IP); precise location (when using location-based features)
- Audio and visual information: Photos, videos, and audio you upload to the Services
- Inferences: Interest profiles, music preferences, and event preferences derived from your activity

Sensitive Personal Information

We collect precise geolocation data as described in Section 9 of this Policy.

Categories of Personal Information Sold or Shared

We may sell or share the following categories of personal information with third parties: Identifiers, Internet/Electronic Network Activity, and Inferences. California residents have the right to opt out of the sale or sharing of their personal information (see Section 12).

Your Rights as a California Resident

- **Right to Know:** You may request information about the categories and specific pieces of personal information we have collected about you, the purposes for which it is used, and the categories of third parties with whom it is disclosed or sold.
- **Right to Delete:** You may request deletion of personal information we have collected from you, subject to certain exceptions (such as where we need the information to complete a transaction, comply with a legal obligation, or exercise our legal rights).
- **Right to Correct:** You may request correction of inaccurate personal information we hold about you.
- **Right to Opt Out of Sale or Sharing:** You have the right to opt out of the sale or sharing of your personal information with third parties. To opt out, contact us at info@discomo.com.

You may also opt out by selecting Do Not Sell or Share My Personal Information in your account settings.

- **Right to Limit Use of Sensitive Personal Information:** You have the right to direct us to limit our use and disclosure of sensitive personal information — including precise geolocation — to purposes reasonably necessary to provide the Services you have requested. To exercise this right, contact us at info@discomo.com.
- **Right of Non-Discrimination:** We will not discriminate against you for exercising any of your CCPA/CPRA rights. We will not deny you the Services, charge a different price, or provide a lower quality of service based on the exercise of these rights.

How to Submit a Request

To exercise any of the rights listed above, contact us at info@discomo.com with a description of your request. We will respond to verifiable consumer requests within 45 calendar days, with a possible extension of an additional 45 days where reasonably necessary, with prior notice.

Authorized Agents

You may designate an authorized agent to submit privacy requests on your behalf. We may require written authorization from you and may verify your identity directly before honoring a request submitted through an agent.

Right to Appeal

If we deny your privacy request, you may appeal by contacting us at info@discomo.com. We will respond to appeals within 45 calendar days.

14. OTHER STATE PRIVACY RIGHTS

Residents of certain U.S. states — including Virginia, Colorado, Connecticut, Texas, Montana, Oregon, and others with comprehensive privacy legislation — may have rights similar to those described in California Privacy Rights (CCPA/CPRA). These may include rights to access, delete, correct, and opt out of certain processing of personal information. To exercise any of these rights, contact us at info@discomo.com.

15. CHILDREN'S PRIVACY

The Services are not intended for children under the minimum age required by law.

We do not knowingly collect personal information from children under 13 (or 16 where required by applicable law). If we become aware that we have collected personal information from a child below the applicable minimum age, we will delete it promptly.

If you believe a child has provided us with personal information without appropriate consent, please contact us at info@discomo.com.

16. THIRD-PARTY LINKS

The Services may contain links to third-party websites or services. We are not responsible for the privacy practices or content of third parties. Your interactions with them are governed by their own privacy policies.

17. INTERNATIONAL USERS

The Services are intended for users located in the United States.

If you access the Services from outside the U.S., you acknowledge that your information may be transferred to and processed in the United States, where privacy laws may differ from those in your country.

18. CHANGES TO THIS PRIVACY POLICY

We may update this Privacy Policy from time to time. Changes will be reflected by the "Last Updated" date at the top of this document. Continued use of the Services after any update constitutes your acceptance of the revised Policy.

For material changes, we will provide additional notice, such as an in-app notification or email, where required by applicable law.

19. CONTACT INFORMATION

Discomo LLC

Email: info@discomo.com