

Pioneer Dj

rekordbox Introduction



About this manual

Be sure to read this manual before using. This manual includes important information that you must understand before using rekordbox.

- In this manual, name of buttons and menus displayed on rekordbox are indicated with brackets. (e.g. [BPM], [Collection] window)
- Please note that depending on the operating system version, web browser settings, etc., operation may differ from the procedures described in this manual.
- Please note that the language on the rekordbox screen described in this manual may differ from the language on your screens.
- This manual describes functions and operations for rekordbox ver. 6.0 or later. If you use an earlier rekordbox version than ver. 6.0, please download the suitable manual from the FAQ on the rekordbox website.
- Please note that the specification, design, etc. of rekordbox may be modified without notice and may differ from the descriptions in this manual.

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Introduction

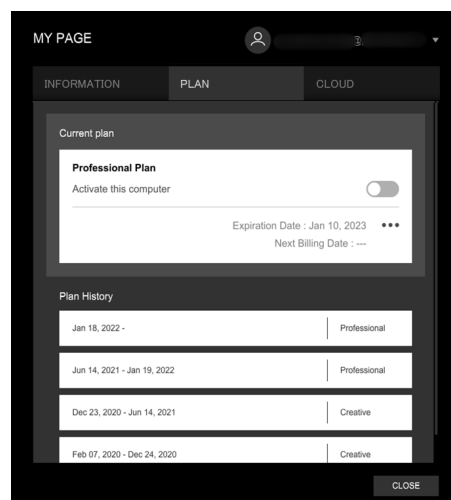
rekordbox is composite software that manages music files and DJ performances. With this music management software, you can manage music files in computers and mobile devices (this includes analysis, changing settings, creating files, and saving playback histories). It allows you to produce great DJ performances by combining music files managed by rekordbox and DJ equipment produced by Pioneer DJ.

About subscription plan

By signing up a subscription plan, you can enjoy DJ performances using more functions.

For available functions on each subscription plan, refer to the rekordbox website. rekordbox.com/en/plan/

Click [MY PAGE] in the upper-right of the screen to display the [MY PAGE] window, and then click the [PLAN] tab to check or change your current subscription plan. For details, see “Activating your computer with your subscription plan” (page 12).



Hint

- You can activate multiple computers and mobile devices with a single AlphaTheta account. For the number of computers and mobile devices that you can activate for each subscription plan, refer to the rekordbox website.
- Even if you do not sign up a subscription plan, you can use more functions by connecting supported DJ equipment. For details, see “About authentication by DJ equipment (Hardware Unlock)” (page 11).

Preparing rekordbox

Before using rekordbox, you need to install it and make settings.

Note

- For rekordbox ver. 6.0 or later, “rekordbox dj License Card” which is supplied with the Pioneer DJ equipment cannot be used.
(It can be used to activate rekordbox dj (PERFORMANCE mode) on rekordbox ver. 5 or earlier.)
Depending on the DJ equipment, when you connect it to your computer, you can use limited functions of PERFORMANCE mode. For more details, see page 11.

Installing rekordbox

Before installing rekordbox, make sure to read “rekordbox END USER LICENCE AGREEMENT” (page 25).

If you are installing rekordbox, use the following procedures.

To install or uninstall rekordbox, you need to log on as the administrator of your computer. Have the administrator name and password ready before starting.

- 1 Launch a web browser on your computer, access the rekordbox website (rekordbox.com), and then open the rekordbox downloading page.
Information about how to install rekordbox and how to use rekordbox features is displayed.
- 2 Click the button to download.
- 3 Read the terms of “REKORDBOX END USER LICENCE AGREEMENT” carefully, and then click the [Agree] checkbox to continue.
- 4 Click [Download].
Downloading rekordbox will start.
- 5 Double-click the downloaded file to unzip it.
- 6 Double-click the unzipped file to launch the installer.
- 7 Follow the instructions on the screen to install rekordbox.

Launching rekordbox

Before starting rekordbox, log on as the computer's administrator.

To use rekordbox for the first time, or if you have not already set up an AlphaTheta account for another version of rekordbox, the windows for setting up an AlphaTheta account will be displayed. Then with your computer connected to the internet, launch rekordbox and follow the instructions on the screen to do the following.

If an earlier rekordbox version than ver. 6.0 has been installed, you must first convert a previously used library to be used. For details, see "Converting the library of an earlier rekordbox version than ver. 6.0" (page 9).

Hint

- With your computer connected to the internet, you can access the online manual and support site from the [Help] menu on rekordbox.

For Mac

Select [Application] on the Finder, click the [rekordbox 6^{*}] folder, and then double-click [rekordbox.app].

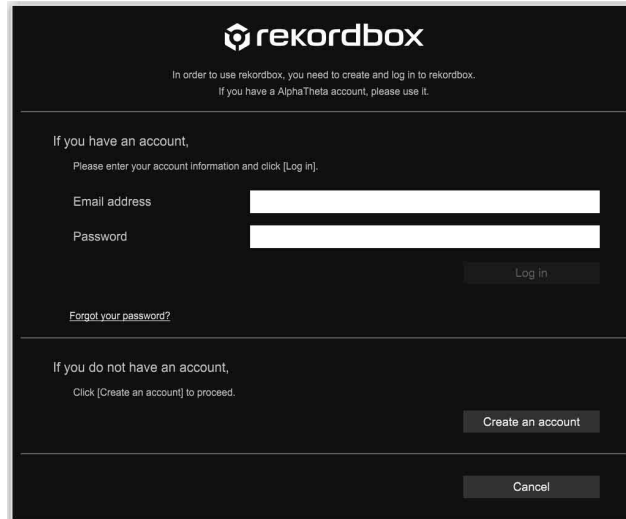
* This number stands for a version number.

For Windows

Double-click the [rekordbox] icon (shortcut) on the desktop.

Setting up the AlphaTheta account

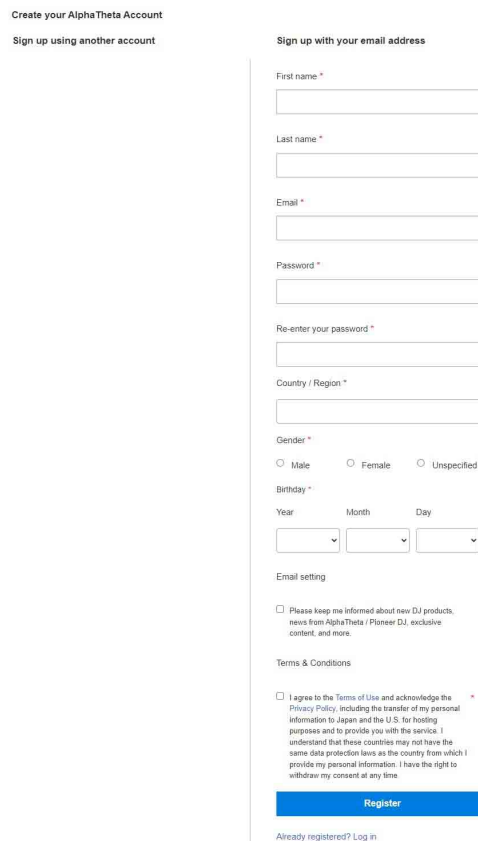
- 1 Launch rekordbox.
The AlphaTheta account setup window is displayed.



The image shows the rekordbox account setup window. At the top is the rekordbox logo. Below it, a message states: "In order to use rekordbox, you need to create and log in to rekordbox. If you have a AlphaTheta account, please use it." The window is divided into two main sections. The first section, "If you have an account," prompts the user to enter their account information and click [Log in]. It includes input fields for "Email address" and "Password," a "Log in" button, and a link for "Forgot your password?". The second section, "If you do not have an account," prompts the user to click [Create an account] to proceed. It features a "Create an account" button and a "Cancel" button at the bottom right.

If you have already set up your AlphaTheta account for an earlier rekordbox version, this window is not displayed. You can use rekordbox without procedures on this section.

- 2 Click [Create an account].



The image displays the "Create your AlphaTheta Account" form. On the left, there are links for "Create your AlphaTheta Account" and "Sign up using another account". The main form is titled "Sign up with your email address" and contains the following fields: "First name *", "Last name *", "Email *", "Password *", "Re-enter your password *", "Country / Region *" (a dropdown menu), "Gender *" (radio buttons for Male, Female, and Unspecified), "Birthday *" (fields for Year, Month, and Day), and "Email setting" (a checkbox for "Please keep me informed about new DJ products, news from AlphaTheta / Pioneer DJ, exclusive content, and more."). Below these is the "Terms & Conditions" section, which includes a checkbox for "I agree to the Terms of Use and acknowledge the Privacy Policy, including the transfer of my personal information to Japan and the U.S. for hosting purposes and to provide you with the service. I understand that these countries may not have the same data protection laws as the country from which I provide my personal information. I have the right to withdraw my consent at any time." At the bottom of the form is a blue "Register" button and a link for "Already registered? Log in."

Preparing rekordbox

- 3 Enter your name, email address, password, and country.
If you want to receive emails containing Pioneer DJ news, click the checkbox.
- 4 Read the terms of service and privacy policy, and then click the checkbox if you agree with the terms.
If you disagree with terms, you cannot use rekordbox.
- 5 Click [Register].
An email with further account setup information will be sent to the email address you entered.
If you do not receive the email, check the junk folder of your email software.
- 6 Complete the setup by following the information in the email.
- 7 Go back to rekordbox, enter the account name and password, and then click [Setup].
rekordbox is available to be used by clicking [OK].

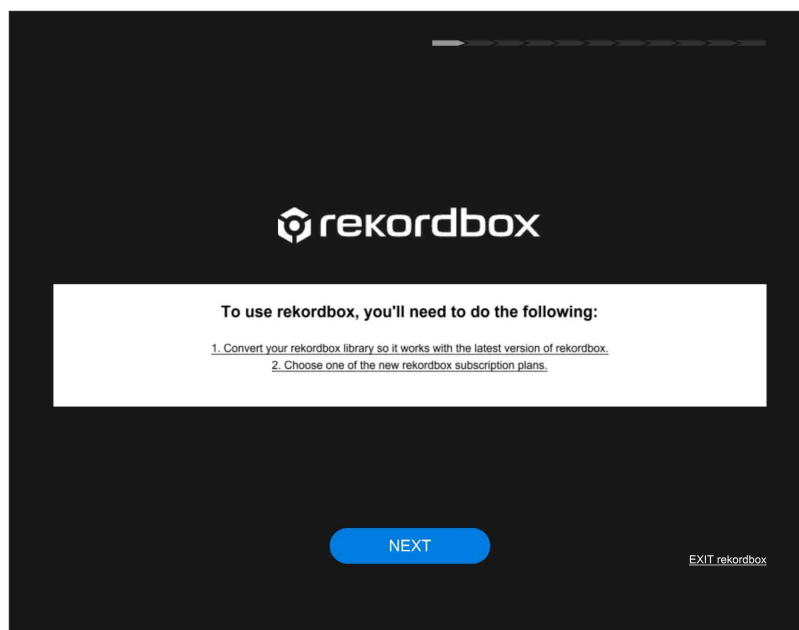
Entering administrator's password (Mac) / Allowing user account control (Windows)

If using a Mac computer, you will be asked to input a password. Enter the administrator's password of your Mac. If using a Windows computer, you will be asked if you allow rbinit.exe to make changes on your computer. Confirm the publisher, and then click [Yes].

Converting the library of an earlier rekordbox version than ver. 6.0

If you use the library of an earlier rekordbox version than ver. 6.0, you need to convert it. (You can create an empty library without using the library of an earlier rekordbox version.)

When you start rekordbox and answer the questions shown on the screen, the following screen is displayed.



1 Click [NEXT].

2 Click [START].

The library conversion will start.

Click [NEXT] if you are not using the library of an earlier rekordbox version than ver. 6.0.

Hint

- To cancel the library conversion, click [CANCEL]. You will need to convert the library again.
- Even if you cancel the library conversion or do not convert the library, you can convert it later. Select [Import your library from ver. 5 (or earlier)] from [Library] in the [File] menu at the top of the screen.

Note

- If there is not enough free space on the computer drive, an error screen appears. Check your computer's free space, and then click [Retry] to start the library conversion again.
- The library conversion may take time, and you cannot use rekordbox until the conversion is complete.

When the [Choose your plan] window is displayed

Choose your plan

	Free \$0 USD/month			Core +\$11 USD/month		Creative +\$10 USD/month		Professional Recommend
	Free of charge	With Hardware Unlock device	Cloud Option	\$12 USD/month \$120 USD/year	Cloud Option	\$18 USD/month \$180 USD/year	Cloud Option	\$36 USD/month \$360 USD/year
Number of active devices	-	-	3	3		4		8
Export mode								
Control with a computer	✓	✓		✓		✓		✓
Control with DJ equipment		✓ *1		✓		✓		✓
Recording / Sharing mix / MERGE FX		✓ *1		✓		✓		✓
TRACK SEPARATION	✓ *3	✓ *1		✓		✓		✓
MIX POINT LINK	✓ *3	✓ *2		✓		✓		✓
DVS / DJM EFFECTS		✓ *2		✓		✓		✓
Video (full function)		✓ *2		✓ *2		✓		✓
Lyric / RMX EFFECTS	✓ *3	✓ *3		✓ *3		✓		✓
Edit mode								
Save edited tracks						✓		✓
common to all modes								
Cloud Library Sync	✓ *3	✓ *3	✓	✓ *3	✓	✓		✓
Cloud Analysis				✓		✓		✓
Vocal Position Detection						✓		✓
rekordbox Cloud Storage 5TB (Dropbox)								✓
rekordbox Cloud Option 1TB (Dropbox)			✓		✓		✓	✓
Collection Auto Upload							✓	✓
Device library backup			✓					✓

New subscription plans for rekordbox ver. 6

Choose your plan

Click to proceed

Click [Choose your plan] to open the rekordbox website (rekordbox.com), and sign up a subscription plan. For details on subscription plans, refer to “Compare plans” on the rekordbox website.

rekordbox.com/en/plan/

Click [Click to proceed] if you have already signed up a subscription plan or do not want to sign up one.

Note

- The information on the above window is just an example. For actual prices and applicable services, refer to the rekordbox website.

Setting up rekordbox

- “About authentication by DJ equipment (Hardware Unlock)” (page 11)
- “Activating your computer with your subscription plan” (page 12)
- “Installing the audio driver” (page 13)
- “Setting up the audio output” (page 13)

About authentication by DJ equipment (Hardware Unlock)

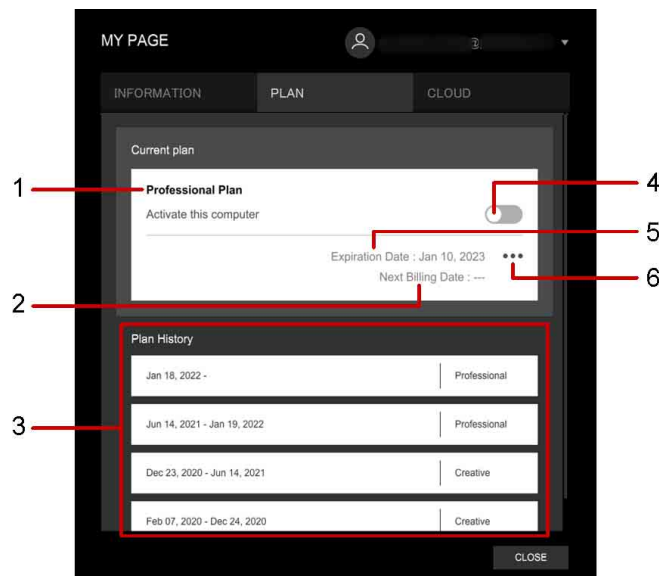
Depending on the Pioneer DJ equipment, when you connect the DJ equipment to your computer on which rekordbox is installed, you can use limited functions, such as recording in the PERFORMANCE mode and the DVS function, without signing up a subscription plan. For details on supported DJ equipment, refer to the rekordbox website.

rekordbox.com/en/support/faq/v6/#faq-q1525

Refer to the Instruction Manual of the connected DJ equipment.

Activating your computer with your subscription plan

By signing up a subscription plan, you can use rekordbox on multiple computers by logging in to them with the same AlphaTheta account, and use limited functions. Click [MY PAGE] in the upper-right of the screen to display the [MY PAGE] window, click the [PLAN] tab, and then activate your computer.



1. Your current subscription plan
2. Next billing date for your current subscription plan
3. History for your subscription plan
4. Turn the activation on/off.
5. Expiration Date for your current subscription plan
6. Click here and select the following.
 - [Change/cancel your plan]: Change or cancel your subscription plan.
 - [Subscribe to a plan]: Sign up a subscription plan.
 - [Check for active devices]: Check the activation status on other computers and mobile devices.For details and notes on updating a subscription plan, check the FAQ provided on the rekordbox website.


Hint

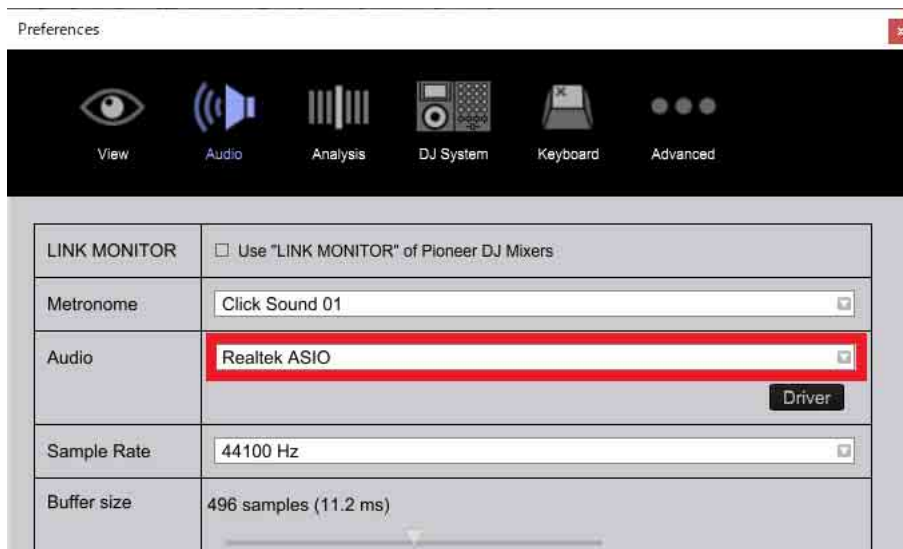
- If you use the same AlphaTheta account, you can activate multiple computers and mobile devices with a single subscription plan. The number of computers and mobile devices that you can activate is limited in accordance with your subscription plan. Therefore, if you purchase a new computer and use it with rekordbox, deactivate an old one first.

Installing the audio driver

When connecting Pioneer DJ equipment to the computer, the driver installation screen is displayed. Follow the instructions on the screen to install the driver. For details, refer to the Instruction Manual of the Pioneer DJ equipment.

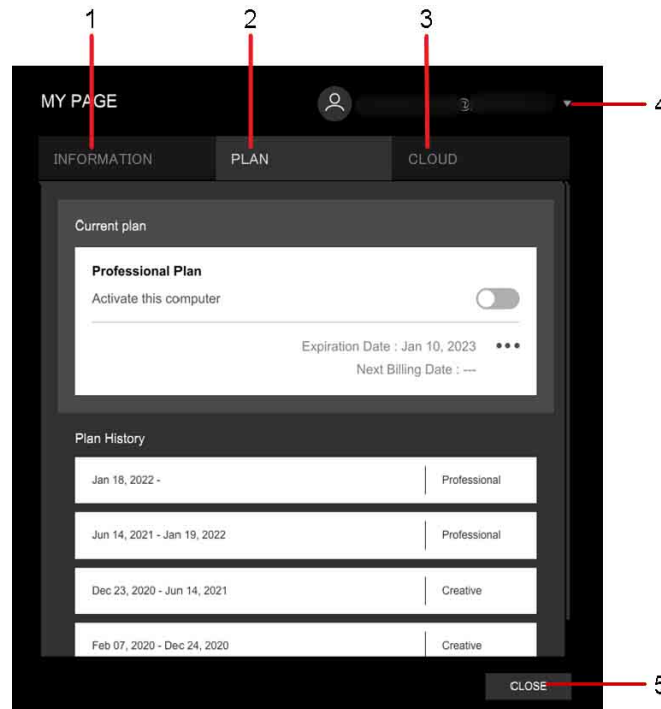
Setting up the audio output

Click  in the upper-right of the screen to open the [Preferences] window, and then select the speaker on [Audio] of the [Audio] tab.



About [MY PAGE]

Click [MY PAGE] in the upper-right of the screen to open the [MY PAGE] window. The currently logged-in AlphaTheta account is displayed in the upper-right of the screen. You can switch the AlphaTheta account.



1. Notifications from the rekordbox website (rekordbox.com) are displayed.
When you click the [Display at startup only when new information is available.] checkbox at the bottom of the screen, you can set notifications to stop being displayed when rekordbox starts if there are no new notifications.
2. Check or change your current subscription plan. (page 12)
3. Set the Cloud Library Sync function.
For details, refer to “Cloud Library Sync Operation Guide” on the rekordbox website.
4. AlphaTheta account is displayed.
When you click here and select [Switch Account], you can switch the AlphaTheta account.
When you click here and select [Change Profile], you can change the profile of your AlphaTheta account.
5. Close the [MY PAGE] window.

EXPORT mode and PERFORMANCE mode

rekordbox provides two modes for your DJ set preparation and DJ performance. Click [EXPORT] or [PERFORMANCE] in the upper-left of the screen to change the mode.

About the EXPORT mode

When using the CDJ/XDJ series, rekordbox supports DJ performances which use waveforms, cues, loops, beat sync, etc. by analyzing music files before starting.



You can enjoy various DJ performances using PRO DJ LINK by adding music files, which are stored in your computer and USB storage device, to [Collection] of rekordbox and managing them.

PRO DJ LINK has two export functions. Use USB EXPORT to export a managed library of music files or playlists to a USB storage device or SD card. The USB storage device or SD card is inserted into a DJ player. Use LINK EXPORT to connect the computer to the DJ player. In both functions, you can share music files, playlists, etc. with DJ equipment on the same network. For details of PRO DJ LINK, refer to “Using with DJ equipment (PRO DJ LINK)” of “rekordbox Instruction Manual” on the rekordbox website.

* LINK EXPORT is available only in the EXPORT mode.

You can enjoy simple DJ mix with the [2 PLAYER] mode.

About the PERFORMANCE mode

Use the PERFORMANCE mode for DJ mix performance on rekordbox. You can enjoy professional DJ performances with up to 4 decks, 16 samplers, and various features including the effect function.



Depending on your subscription plan, some functions may not be available. For details on subscription plans, refer to “Compare plans” on the rekordbox website.

rekordbox.com/en/plan/

Download and install the sample pack

You can download “sample pack” audio files which can be used for the rekordbox sampler. Select [Sample Pack] > [Download Sample Pack] from the [File] menu at the top of the screen. Downloading will start. After downloading, select [Import Sample Pack], and then select the downloaded file. The downloaded file will be imported to rekordbox. After the import, you can use the audio files for the sampler.

System requirements

Before installing rekordbox, make sure to read “rekordbox END USER LICENCE AGREEMENT” (page 25).

■ System requirements

The latest information (supported OS, required operating environment, etc.) is available on the rekordbox website.

rekordbox.com/en/download/#system

Communications environment on the computer

Depending on your computer's security software and operating system settings, communications with DJ equipment or mobile devices may be interrupted. If this occurs, check your settings for the following 7 programs to ensure that they are not blocked. The program extension depends on the OS of the computer; e.g. the extension ".app" is for Mac and ".exe" for Windows:

rekordbox
PSvNFSd
PSvLinkSysMgr
edb_streamd
ls-unity-rekordbox-win
rbhttpserver
rbcloudagent.exe

When sharing of the computer's internet connection is enabled, problems may arise in communications with other computers or DJ units connected on the LAN. Disable sharing before connecting the computer to the LAN.

- Mac: Open [System Preferences], and uncheck [Internet Sharing] under [Sharing].
- Windows: Open [Local Area Connection Properties], and then at [Sharing], uncheck [Allow other network users to connect through this computer's Internet connection] under [Internet Connection Sharing].

Communications with DJ equipment or mobile devices may also be interrupted if the network (IP address, port number, etc.) is restricted by a router or another communications device.

For details on the communications devices, security software, and the settings of the operating system, contact the respective manufacturer or your sales agent.

File formats that can be loaded and played

Files that can be loaded and played on rekordbox are listed below.

- It may not be possible to read or play copyright-protected music files.
- For music files (file formats) that can be loaded and played on DJ equipment produced by Pioneer DJ, refer to the Instruction Manual of the DJ equipment.

■ Music files

Music file	Compatible formats	Encoding method	Bit depth	Bit rate	Sampling frequency	File extension
MP3	MPEG-1 AUDIO LAYER-3	CBR VBR	16 bit	32 kbps to 320 kbps	32 kHz 44.1 kHz 48 kHz	.mp3
	MPEG-2 AUDIO LAYER-3	CBR VBR	16 bit	16 kbps to 160 kbps	16 kHz 22.05 kHz 24 kHz	.mp3
AAC	MPEG-4 AAC LC	CBR VBR	16 bit	8 kbps to 320 kbps	16 kHz 22.05 kHz 24 kHz 32 kHz 44.1 kHz 48 kHz	.m4a .mp4
WAVE		Uncompressed PCM	16 bit 24 bit	—	44.1 kHz 48 kHz 88.2 kHz 96 kHz 192 kHz	.wav
AIFF		Uncompressed PCM	16 bit 24 bit	—	44.1 kHz 48 kHz 88.2 kHz 96 kHz 192 kHz	.aif .aiff

Music file	Compatible formats	Encoding method	Bit depth	Bit rate	Sampling frequency	File extension
Apple Lossless		Compressed PCM	16 bit 24 bit	—	44.1 kHz 48 kHz 88.2 kHz 96 kHz 192 kHz	.m4a
FLAC		Compressed PCM	16 bit 24 bit	—	44.1 kHz 48 kHz 88.2 kHz 96 kHz 192 kHz	.flac .fla

■ Video Files

- File extension: mpg, mp4, m4v, avi (Windows), qtz (Mac)
- Video format
 - Codec: h.264, mpeg-4, mpeg-2
 - Display resolution: up to 1 920 × 1 080
- Audio format: LPCM (aiff), aac, mp3

■ Image files

- File extension: jpeg, png, gif (animated gif files are not supported)
- * Depending on the OS or the operating environment of your computer, some files may not be imported or played.

Supported media (file system)

Note that rekordbox can only write to SD memory cards and USB storage devices (flash memories or hard disks) which use a file system listed in the table below.

Recording media	FAT16	FAT32	NTFS	exFAT	HFS	HFS+
SD memory cards	✓	✓	N/A	✓	N/A	N/A
USB storage devices	✓	✓	N/A	✓	N/A	✓

- For DJ equipment supported with exFAT, check the FAQ provided on the rekordbox website below.
rekordbox.com/en/support/faq/v6/#faq-q600156
- Refer to the Pioneer DJ support page for SD memory cards and USB storage devices (flash memory and hard disk) that are available on DJ equipment.
pioneerdj.com/support/
- HFS+ is available for Mac.

Online support site

Before making inquiries on rekordbox operating procedures or technical issues, read this manual and check the FAQ provided on the rekordbox website.

- AlphaTheta Corporation collects your personal information for the following purposes:
 1. To provide customer support for your purchased product
 2. To inform you of product or event information via e-mail
 3. To obtain feedback collected by survey for product planning purposes
 - Your personal information is kept confidential corresponding to the privacy policy set forth by our company.
 - AlphaTheta Corporation's privacy policy can be viewed on the rekordbox online support site.
 - When making inquiries regarding rekordbox, please be sure to let us know your computer type and specifications (CPU, installed memory and other connected peripherals, etc.), the operating system and version used, as well as concrete information regarding the issue at hand.
 - To inquire about configuration of your computer with non-AlphaTheta Corporation peripheral devices
- and to obtain the corresponding technical support, contact the manufacturer or retailer.
- Further version updates are anticipated for improved functionality and performance of rekordbox. Update programs will be available for download on the rekordbox online support site. We strongly recommend you check for the updates to always use the latest version of rekordbox.

Disclaimer

Please note that AlphaTheta Corporation cannot accept responsibility for the legality, morality or reliability of operation with regard to the use of rekordbox by customers. Problems in operation of rekordbox may arise due to the operating environment of the customer's computer and of rekordbox, or conflict with other software.

Please note that AlphaTheta Corporation cannot accept responsibility for loss of your registered information. Please make a separate note of information you have registered and store it in a safe place.

Copyright warning

The use of rekordbox is restricted with regard to the playing and copying of copy-protected music.

- The program may not operate properly if copy-protect encryption data is embedded in recorded media.
- Playback, analysis, and other operations may stop if copy-protect encryption data is detected as embedded in recorded media.

The material you record is for your own listening enjoyment, and cannot be used for other purposes without permission from the copyright owner.

- Music recorded from CDs and other media may be protected by the copyright laws of individual countries as well as by international convention. You are solely responsible for the lawful use of the recordings you make.
- When handling music that has been downloaded over the internet, the person who has downloaded the music is fully responsible for using the music in compliance with his/her contract with the website from which the music was downloaded.

rekordbox END USER LICENCE AGREEMENT

Last Updated: 2023/12/05 ("Effective Date")

This rekordbox End User Licence Agreement ("**Agreement**") is between **You** (both the individual installing the Program and any single legal entity for which the individual is acting) ("**You**" or "**Your**"); and **AlphaTheta Corporation** a company registered in Japan whose company address is 6F Yokohama i-Mark Place, 4-4-5 Minatomirai, Nishi-ku, Yokohama, Kanagawa 220-0012 Japan. ("**AlphaTheta**", "**we**" or "**us**").

Taking any step to set up or install the Program (as defined below) means that You accept all of the terms of this Agreement. Permission to download and/or use the Program is conditional on You agreeing to and complying with the terms of this Agreement. Written or electronic approval by AlphaTheta is not required to make this Agreement valid and enforceable. If You do not agree to all of the terms of this Agreement, You are not authorized to use the Program and must stop installing it or uninstall it, as applicable.

We may change this Agreement from time to time by notifying You of the changes by any reasonable means, including by posting a revised Agreement through the Program (such as adding a statement to the log-in screen or sending You an email notification) or on AlphaTheta's website. <https://rekordbox.com/en/download/> No such change will apply to any dispute between You and us arising before we notified You of the change. Your use of the Program after any changes to this Agreement will constitute Your acceptance of the changes. The "Last Updated" legend above indicates when this Agreement was last changed. We may, at any time and without liability, modify or discontinue all or part of the Program; charge, modify or waive any fees required to use the Program; or offer opportunities to some or all users.

AlphaTheta reserves the right to replace or remove any Program Content or Third-Party Content available to You. AlphaTheta also reserves the right to modify features, functionality or other elements of the Program, including promotional features, user interfaces, product features and functionalities, pricing, plans and advertisements, for any purpose (including on an experimental basis for some or all users).

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER

THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

1. Definitions

- 1.1 **"Documentation"** means written documentation, specifications and help content made generally available by AlphaTheta to aid in installing and using the Program.
- 1.2 **"Program"** means the software products and services made available by AlphaTheta under this Agreement, including any Program Content.
- 1.3 **"Program Content"** means all or any part of the presets, sound samples, loops, lyrics, musical phrases, musical examples, software instruments and effects, libraries, data and other materials, content or services of AlphaTheta or its licensors, together with all updates and upgrades to any of the foregoing, in each case, as made available by AlphaTheta through the Program.
- 1.4 **"Third-Party Content"** means all or any part of the presets, sound samples, loops, lyrics, musical phrases, musical examples, software instruments and effects, libraries, data and other materials, content or services of a third party, whether or not made available through the Program.
- 1.5 **"Your Content"** means sound recordings and the musical works embodied in such sound recordings, and any album related artwork, photos, liner notes, metadata and other material related to Your sound recordings, that You have made available to AlphaTheta via upload in connection with the Program. For clarity, Your Content encompasses each sound recording and the musical work (including the composition and lyrics) embodied in each sound recording, and the instrumental and/or vocal performances recorded thereon.

2. Program licence

- 2.1 Limited Licence. Subject to the terms and conditions of this Agreement, AlphaTheta grants to You a limited, personal, non-exclusive, non-transferable, license (without the right to sublicense):
 - (a) To install the Program on Your computer and/or mobile device and to access and use the Program only for Your personal purpose in accordance with this Agreement and the Documentation ("Authorised Use"); and
 - (b) To use the Documentation in connection with any Authorised Use.

- 2.2 Restrictions. You will not engage in any of the following activities (either directly or through any third party on Your behalf) in relation to the Program and any Program Content, or any part thereof, except to the extent that such restriction is prohibited by applicable law:
- (a) You will not copy or use the Program, Program Content or Documentation except as expressly permitted by this Agreement.
 - (b) You will not circumvent any technology used by AlphaTheta, its licensors, or any third party.
 - (c) You will not import or copy any local files into the Program that You do not have the legal right to import or copy in this way.
 - (d) You may not transfer the Program except solely in the case of a one-time permanent transfer of all of your license rights to the Program to another party in connection with the transfer of ownership of Your storage device such as a CD-ROM, computer or other memory stick on which the Program is installed (“Your Physical Medium”), provided that: (i) the transfer must include Your Physical Medium and the Program, including all its component parts, original media, printed materials and this license as set out in Section 2.1; (ii) you do not retain any copies of the Program, full or partial, including copies stored on a computer or other storage device; and (iii) the party receiving the Program reads and agrees to accept the terms and conditions of this Agreement.
 - (e) You will not translate, sublicense, rent, lease or lend the Program, or use it for third-party training, commercial time-sharing or service bureau use, provide the Program as a “software as a service” or attempt any other monetization activities except as expressly permitted under the Agreement.
 - (f) You will not copy, reproduce, redistribute, “rip”, record, perform, frame, link to or display to the public, broadcast or make available to the public or otherwise use the Program or any Program Content for any purpose which is not expressly permitted under the Agreement, or which violates applicable law or infringes intellectual property rights.
 - (g) You will not modify, reverse engineer, disassemble or decompile the Program, except to the extent expressly permitted by applicable law, in which case You may perform such activity only after You have notified AlphaTheta in writing of Your intended activities, and only if Your intended activities will not involve the creation of any software or service that is substantially similar in its expression to any part of the Program.
 - (h) Except to the extent provided otherwise in any applicable license terms (e.g. the terms applicable to Third-Party Content), the following applies with regard to any Program Content:

- (i) The Program Content is provided for Your use only with the Program, for use as musical instruments and sound design elements, and for integration into, or use in development of, musical compositions. The Program Content is not to be resold, sublicensed, or otherwise distributed, except as expressly provided herein. The usage of any Program Content (in particular presets, sound samples, loops, musical phrases and musical examples) for the creation of other sound packs, as a sound library for any kind of (software) synthesizer, virtual instrument, sample library, sample-based product or other musical instrument, is prohibited. You may not reformat, mix, filter, re-synthesize or alter any of the materials contained in the Program for use in any standalone commercial sampling product/package or software without the express prior written consent of AlphaTheta.
- (ii) Use of unmodified materials appearing in isolation including, but not limited to, in film or game soundtracks, is not permitted without obtaining a separate license. Isolated materials, including, but not limited to, sound samples, loops, musical phrases and musical examples, must not be distributed or licensed or sold as individually licensable content, even if such content is part of a composition, if the sound material is provided in an isolated file such as a separate track of library music.
- (iii) You may use Program Content contained in the Program such as presets, sound samples, loops, musical phrases and musical examples to create Your own original musical compositions, provided that additional material is added, and the respective Program Content is significantly transformed.
- (iv) You may neither use any demo songs provided to You with the Program in Your musical composition nor may You reformat, mix, filter, re-synthesize or alter any demo songs, except as expressly permitted by applicable law.
- (i) You must comply with the applicable terms and conditions of any third-party agreements between You and said third-parties when using the Program (to the extent not in conflict with this Agreement).
- (j) With respect to any lyrics included in the Program, Your use of such lyrics is limited to Your personal, non-commercial use in accordance with the terms of this Agreement and any applicable third-party terms. You may not reproduce (other than as authorised for Your own personal usage), publish, transmit, distribute, publicly display, rent or lend, modify, create derivative works from, sell or participate in the sale of or exploit in any

way, in whole or in part, directly or indirectly, any such lyrics. You agree that You are not granted any so-called “karaoke” or “sing-along” rights to such lyrics and You shall not seek to or remove any vocal track from a sound recording that shall be associated with any lyrics provided to You. You agree not to assign, transfer or transmit any lyrics to any third party. You agree that You shall not seek to or do anything that will defeat, evade or circumvent any efforts that may be made to protect the lyrics from any unauthorized usage. You also agree that except as specifically authorised herein, the foregoing restrictions apply to Your use of lyrics.

- 2.3 The following additional terms apply to the “rekordbox Cloud Storage 5TB powered by Dropbox” and “rekordbox Cloud Option 1TB powered by Dropbox” service:
- (a) Start of use: To use rekordbox Cloud Storage 5TB powered by Dropbox and “rekordbox Cloud Option 1TB powered by Dropbox” (hereinafter referred to as the “Cloud Service”), You need to make an application separately according to the procedure described at <https://rekordbox.com/en/cloud-setup-guide/>.
 - (b) Terms of use of Dropbox: To use the Cloud Service, You shall comply with the terms and other conditions shown at www.dropbox.com/terms.
 - (c) Restrictions
 - (i) The Cloud Service is a service that provides You the Dropbox storage that AlphaTheta is authorized to administer. It is prohibited to conduct acts that disturb other customers, such as occupying the capacity. AlphaTheta does not take any responsibility for contents posted or shared by users of the Cloud Service.
 - (ii) The purpose of the Cloud Service is to provide storage for materials required for Your own DJ activities. You are prohibited from letting any third party use their account of the Cloud Service (hereinafter referred to as a “Cloud Service Account”).
 - (iii) If it is found that You violate the Agreement (including, but not limited to “prohibition of violation of third-party copyright”), use a Cloud Service Account without permission, or violate any of the various Dropbox terms, use of the Cloud Service may be suspended thereafter.
 - (d) Stop of use of the service You may stop using the Cloud Service anytime. AlphaTheta does not take any responsibility for data uploaded by You to Dropbox. You are asked to confirm the various Dropbox terms at www.dropbox.com/terms and take necessary measures themselves.

(e) Others

- (i) The Cloud Service may be terminated without notice due to the termination of AlphaTheta's contract with Dropbox.
- (ii) The provision of the Cloud Service may be suspended due to a Dropbox system reason.
- (iii) The support service contact for inquiries about the use of the Cloud Service is as follows: [Contact] Dropbox Business Customer Support (support@dropbox.com)

2.4 Third-Party Content. AlphaTheta may provide You with Third-Party Content in connection with Program. The use of and access to Third-Party Content may be governed by different terms found in or with such Third-Party Content (for example, in the "About Box," a .txt file or accompanying license terms), in a location specified by AlphaTheta or in the Documentation for the Program (collectively, "Third-Party Terms"). If there are no Third-Party Terms, Your access and use will be (a) limited to the same terms as the Program for which You received the Third-Party Content, and (b) limited to use in connection with Your use of the Program. You take sole responsibility for determining, obtaining and complying with all Third-Party Terms. AlphaTheta will have no responsibility for, and makes no representations and warranties regarding, (i) any Third-Party Content or Your use of any Third-Party Content, and (ii) any Third-Party Terms or Your compliance with such Third-Party Terms.

3. **Your Content**

- 3.1 No Implied Rights. Nothing in this Agreement shall be construed as transferring any right, title or interest, whether by implication, estoppel or otherwise, in any intellectual property except the limited licenses expressly set forth in this Agreement.
- 3.2 Transcoding Your Content. You are solely responsible for transcoding any audio content into the applicable format required by the Program, and You will perform any such transcoding before uploading or posting Your Content to the Program.
- 3.3 License to use Your Content. You grant AlphaTheta and its affiliates a non-exclusive, worldwide, transferable, sublicensable (including through multiple tiers), royalty-free license to exploit Your Content (including all intellectual property rights embodied therein): (a) to the extent necessary to perform its obligations (including, but not limited to, developing, modifying, improving, supporting, customizing, and operating the Program and other AlphaTheta

products and services) or enforce their respective rights under this Agreement; or (b) where required or authorized by law.

3.4 License to Conduct Product Improvements and Usage Analytics.

- (a) Product Improvements. AlphaTheta and its affiliates may use, copy, transmit, index and model Your Content for the purpose of using, developing, improving, customizing or otherwise exploiting the Program and AlphaTheta's other products and services (including, anonymous, aggregated or derived data derived from Your Content).
- (b) Usage Analytics. AlphaTheta and its affiliates may develop, modify, improve, support, customize and operate the Program and AlphaTheta's other products and services based on Your use of the Program (including, anonymous, aggregated or derived data derived therefrom).

3.5 Representations and Warranties Regarding Your Content. You hereby represent and warrant to AlphaTheta as follows:

- (a) Your Content, and each and every part thereof, is an original work by You, or You have obtained all rights, licenses, consents and permissions necessary in order to use and (if and where relevant) to authorize AlphaTheta to use, Your Content pursuant to this Agreement.
- (b) Your Content and its use in connection with the Program does not and will not infringe or violate the rights of any third party, including, without limitation, any intellectual property rights, performers' rights, rights of privacy or publicity, or rights in confidential information.
- (c) You have provided all necessary notices and obtained all necessary consents, permissions and/or releases from all persons appearing in Your Content, including with respect to their name, voice, performance or likeness, as applicable.
- (d) Your Content and its use in connection with the Program does not require the payment of any fees or royalties to, and in no event will AlphaTheta be required to or have any obligation to pay any fees or royalties to:
 - (i) any songwriters, composers, or music publishers owning, administering or controlling any rights with respect to Your Content;
 - (ii) any performing artist(s) (including nonfeatured vocalists and musicians);
 - (iii) any other person involved in the creation of, or owning, administering or controlling any portion of Your Content, including, but not limited to a record label or a music publisher, and
 - (iv) any agents for any of the foregoing, including, without limitation, performing rights organizations, collection societies and unions or guilds, whether U.S.-based (e.g., ASCAP, BMI, SESAC,

SoundExchange, AFTRA and AFM, etc.) or foreign (e.g., PRS for Music, PPL, CMRRA, CSI, GEMA, etc.);

- (e) Your Content and its use in connection with the Program is not and will not be unlawful, abusive, libellous, defamatory, pornographic or obscene, and will not promote or incite violence, terrorism, illegal acts, or hatred on the grounds of race, ethnicity, cultural identity, religious belief, disability, gender, identity or sexual orientation.
- (f) Your Content does not and will not create any liability on the part of AlphaTheta, its subsidiaries, affiliates, successors, and assigns, and its and their respective employees, agents, directors, officers and/or shareholders.

AlphaTheta reserves the right to remove Your Content, suspend or terminate Your access to the Program and/or pursue all legal remedies if we believe that any of Your Content breaches any of the foregoing representations or warranties, or otherwise infringes another person's rights or violates any law, rule or regulation.

4. Restrictions on using the Program

4.1 When using the Program, You must agree on the following:

- (a) To follow all applicable laws, rules and regulations and international treaties, including but not limited to copyright protection laws;
- (b) Not to bypass or decode digital rights management technology implemented into the Program;
- (c) Not to copy music data beyond the extent of private use;
- (d) Not to give or transfer music data to third party;
- (e) Not to share or intend to share the media or storage used to save music data with others or save music data to media or storage which allows access to third party; and
- (f) Not to provide live distribution of such music data to third party.

4.2 Ownership. As between You and AlphaTheta, AlphaTheta or its licensors retains all right, title and interest in and to all patent, copyright, trade mark, trade secret and other intellectual property rights in the Program, Program Content and Documentation, and any derivative works thereof. You do not acquire any other rights, express or implied, beyond the limited licence set forth in this Agreement.

4.3 No Support. AlphaTheta has no obligation to provide support, maintenance, upgrades, modifications or new releases for the Program or Documentation under this Agreement.

5. Warranty Disclaimer and Limitation of Liability

5.1 AlphaTheta's Liability.

- (a) You hereby acknowledge and agree that AlphaTheta does not assist in the presentation or use of Your Content. You are solely responsible for all of Your Content, and to the extent permissible by law, AlphaTheta excludes all liability with respect to all content (including Your Content) and Your activities with respect thereto.
- (b) AlphaTheta may, but has no obligation or duty to, monitor the Program for content that is inappropriate, that does or might infringe any third party rights, or has otherwise been uploaded in breach of this Agreement or applicable law.
- (c) The AlphaTheta Entities hereby exclude, to the fullest extent permitted by law, all liability which may arise from any content imported or uploaded into the Program by users, including, but not limited to, any claims for infringement of intellectual property rights, rights of privacy or publicity rights, any claims relating to publication of abusive, defamatory, pornographic, or obscene material, or any claims relating to the completeness, accuracy, currency or reliability of any information provided by users of the Program. You irrevocably waive the right to assert any claim with respect to any of the foregoing against AlphaTheta or any of its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders.

5.2 Warranty disclaimer. THE PROGRAM AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, AND YOU AGREE TO USE THEM AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ALPHATHETA AND ITS SUBSIDIARIES EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE PROGRAM AND DOCUMENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE OR NON-INFRINGEMENT.

If You are a UK or EEA consumer the following wording applies in place of the foregoing Section 5.2:

The Program and Documentation shall perform as described, it shall be fit for purpose and be of satisfactory quality.

5.3 Limitation of Liability. In no event will AlphaTheta or its parents, subsidiaries, affiliates, successors or assigns, or its or their employees, agents, directors, officers, shareholders, licensors or service providers (collectively, the “AlphaTheta Entities”), be liable in connection with this Agreement or its subject matter, under any theory of liability, for any indirect, incidental, special, consequential or punitive damages, or damages for lost profits, revenue, business, savings, data, use, or cost of substitute procurement, even if advised of the possibility of such damages or if such damages are foreseeable. In no event will the AlphaTheta Entities’ liability exceed the amounts actually paid by You to AlphaTheta for the Program. The parties acknowledge that the liability limits and risk allocation in this Agreement are reflected in the Program price and are essential elements of the bargain between the parties, without which AlphaTheta would not have provided the Program or entered into this Agreement.

If You are a UK or EEA consumer the following wording applies in place of the foregoing Section 5.3:

AlphaTheta are responsible to You for foreseeable loss and damage caused by it. If AlphaTheta fails to comply with the terms of this Agreement, it will be responsible for loss or damage You suffer that is a foreseeable result of it breaking those terms. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both You and AlphaTheta knew it might happen. AlphaTheta does not exclude or limit in any way its liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

If defective digital content that AlphaTheta supplies damages a device or digital content belonging to You, AlphaTheta will either repair the damage or pay You compensation. However, AlphaTheta will not be liable for damage that You could have avoided by following its advice to apply an update offered to You free of charge or for damage that was caused by You failing to correctly follow installation instructions or to have in place the minimum system requirements.

5.4 NOTWITHSTANDING ANYTHING TO THE CONTARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL OUR LIABILITY IN CONNECTION WITH THIS AGREEMENT EXCEED US\$10.00, OR THE PRICE PAID BY YOU FOR PROGRAM IN THE 12 MONTHS PRECEDING, WHICHEVER IS GREATER.

- 5.5 Nothing in this Agreement shall affect or prejudice Your statutory rights as consumer and shall apply to You only to the extent such limitations or exclusions are not prohibited under the laws of the jurisdiction where You are located. Nothing in these terms excludes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Your legal rights in relation to the service or anything else that we cannot legally exclude or limit.

6. Indemnification

To the extent permitted under applicable law, You agree to defend, indemnify and hold the AlphaTheta Entities harmless from and against all claims, causes of action, demands, suits, proceedings, judgments, orders, damages, liabilities, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) Your Content, (b) Your access to or use (including any misuse) of, or activities in connection with, the Program or Documentation, (c) Your negligence or misconduct when using the Program or Documentation, and (d) the violation of laws, rules, regulations or terms this Agreement. AlphaTheta reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will cooperate with AlphaTheta in asserting any available defenses.

7. Export control and compliance with laws and regulations

You may not use or otherwise export or re-export the Program except as authorised by United States law and the laws of the jurisdiction in which the Program was obtained. In particular, but without limitation, the Program may not be exported or re-exported (a) into any US-embargoed countries or (b) to anyone on the US Treasury Department's Specially Designated Nationals List or the US Department of Commerce Denied Persons List or Entity List. By using the Program, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use the Program for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

8. US government restricted rights

The Program and Documentations are "commercial computer software" and "commercial computer software documentation" as those terms are defined in

48 C.F.R. §252.227-7014 (a) (1) (2007) and 252.227-7014 (a) (5) (2007). The US Government's rights with respect to the Program and Documentations are limited by this license pursuant to 48 C.F.R. § 12.212 (Computer software) (1995) and 48 C.F.R. §12.211 (Technical data) (1995) and/or 48 C.F.R. §227.7202-3, as applicable. As such, the Program and Documentations are being licensed to the US Government end users: (a) only as "commercial items" as that term is defined in 48 C.F.R. §2.101 generally and as incorporated in DFAR 212.102; and (b) with only those limited rights as are granted to the public pursuant to this license. Under no circumstance will the US Government or its end users be granted any greater rights than we grant to other users, as provided for in this license. Manufacturer is AlphaTheta Corporation, Yokohama i-Mark Place 6F, 4-4-5 Minatomirai, Nishi-ku, Yokohama-city, Kanagawa prefecture, Japan, ZIP: 220-0012

9. Damages and remedies for breach

You agree that any breach of this Agreement's restrictions would cause AlphaTheta irreparable harm for which money damages alone would be inadequate. In addition to damages and any other remedies to which AlphaTheta may be entitled, You agree that AlphaTheta may seek injunctive relief to prevent the actual, threatened or continued breach of this Agreement.

10. Termination

This Agreement is effective until terminated. AlphaTheta may terminate or suspend Your use of the Program at any time and without prior notice, for any or no reason, including if AlphaTheta believes that You have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, Your right to use the Program and Documentation will immediately cease, and AlphaTheta may, without liability to You or any third party, suspend, or discontinue (temporarily or permanently) some or all of the Program (including any available Program Content) and/or immediately deactivate or delete Your account, if any, and all associated materials (including Your Content), without any obligation to provide any further access to such materials. If this Agreement is terminated, You will stop using the Program, permanently delete it from Your computer or mobile device where it resides, and destroy all copies of the Program and Documentation in Your possession, confirming to AlphaTheta in writing that You have done. Sections 1, 2.2, 2.3, 2.4 and 3-11 will continue in effect after this Agreement's termination.

11. General terms

- 11.1 Severability and Waiver. If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, that provision will be enforced to the extent possible or, if incapable of enforcement, deemed to be severed and deleted from this Agreement, and the remainder will continue in full force and effect. The waiver by either party of any default or breach of this Agreement will not waive any other or subsequent default or breach.
- 11.2 No Assignment. You may not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any rights or obligations under it, whether voluntarily or involuntarily, by operation of law or otherwise, without AlphaTheta's prior written consent. Any purported assignment, transfer or delegation by You will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.
- 11.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, whether written or oral, concerning its subject matter. This Agreement may not be modified or amended without AlphaTheta's prior and express written consent, and no other act, document, usage or custom will be deemed to amend or modify this Agreement.
- 11.4 You agree that this Agreement shall be governed and construed by and under the laws of Japan.
If You are a UK or EEA consumer the following wording applies in place of the foregoing Section 11.4:
The laws and courts of Your country of residence will apply to any disputes arising out of or relating to this Agreement.

12. Arbitration; Waiver of Jury Trial (this Section does not apply to UK or EU consumers)

- 12.1 Arbitration. To the extent permitted under applicable law, in the interest of resolving disputes between You and AlphaTheta in the most expedient and cost effective manner, You and AlphaTheta agree that any and all disputes arising in connection with this Agreement shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award.

Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of this Agreement, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of this Agreement. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND ALPHATHETA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, UNLESS SUCH WAIVER IS INVALID UNDER APPLICABLE LAW. YOU AND ALPHATHETA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and AlphaTheta agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Any claim that all or part of this class action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

- 12.2 • Arbitrator. Any arbitration between You and AlphaTheta will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting AlphaTheta.
- Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for You, by electronic mail ("Notice"). AlphaTheta's address for Notice is: AlphaTheta Music Americas, Inc. 2050 W 190th Street, Suite #109, Torrance, California 90504 Attention: VP of Operations
 - The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, You or AlphaTheta may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by You or AlphaTheta shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. In the event our dispute is finally resolved through arbitration in Your favor, AlphaTheta shall pay You (i) the amount awarded by the arbitrator, if any, (ii) the last written settlement amount

offered by AlphaTheta in settlement of the dispute prior to the arbitrator's award; or (iii) \$10.00, whichever is greater.

- **Fees.** In the event that You commence arbitration in accordance with this Agreement, AlphaTheta will reimburse You for Your payment of the filing fee, unless Your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in Los Angeles County, California, provided that if the claim is for \$10,000 or less, You may choose whether the arbitration will be conducted (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephonic hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of Your billing address. If the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, You agree to reimburse AlphaTheta for all monies previously disbursed by it that are otherwise Your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- **Modifications.** In the event that AlphaTheta makes any future change to this arbitration provision (other than a change to AlphaTheta's address for Notice), You may reject any such change by sending us written notice within 30 days of the change to AlphaTheta's address for Notice, in which case Your account shall be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments You reject shall survive. (iii) If You are a resident of Japan or of another country outside of the EU or the United States: Any claims by us, or claims by You, arising out of, relating to, or connected with this Agreement shall be finally settled by arbitration in Tokyo, Japan, in accordance with the rules of the Japan Commercial Arbitration Association. The award of arbitration shall be final and binding upon both parties and shall have the reasoning therein.

12.3 **Exceptions.** There are only the following exceptions to this arbitration agreement.

(i) First, if we reasonably believe that You have in any manner violated or threatened to infringe the intellectual property rights, we may seek injunctive or other appropriate relief in any court of competent jurisdiction.

(ii) Second, if You are a resident of the United States, any dispute arising from, related to, or connected with this Agreement may, at the option of the claiming party, be resolved in small claims court in Los Angeles County, California, provided that all claims by all parties in the dispute fall within the jurisdiction of the small claims court. In addition, either of us may pursue enforcement actions through applicable U.S. federal, state, or local agencies where such actions are available.

13. Language

This Agreement is made in English and translated into other languages. The English text is the original and the other languages' text is for reference purposes. If there is any conflict or inconsistency among those texts, the English text shall prevail.

ANNEX

rekordbox SUBSCRIPTION TERMS

These terms and conditions apply to all paid for subscription plans for rekordbox. It does not apply to free plan users.

We are AlphaTheta Corporation a company registered in Japan. Our company address is 6F Yokohama i-Mark Place, 4-4-5 Minatomirai, Nishi-ku, Yokohama, Kanagawa 220-0012 Japan.

You can contact us (including for aftercare support) by using <https://rekordbox.com/>. These subscription terms are governed by the rekordbox End User Licence Agreement.

If we have to contact You we will do so by writing to You at the email address or postal address You provided to us in Your order. When we use the words "writing" or "written" in these terms, this includes emails. If You provided us with a telephone number we may also contact You using that number.

1. Our contract with You

Our acceptance of Your order will take place when we take payment details from You and make rekordbox available to You for download, at which point a subscription contract will come into existence between You and us.

2. Subscription terms

How to subscribe: To use rekordbox You must have: (a) internet access, (b) a compatible device (see system requirements <https://rekordbox.com/en/download/#system>), (c) an AlphaTheta account (formerly Pioneer DJ account) and (d) provide us with payment details.

Please note that compatible devices may be subject to additional terms. Features and functionalities that we make available through the Program may also differ by compatible device.

Your broadband, wireless or similar Internet connection must also meet certain minimum requirements. The Program Content may vary from device to device, and may be affected by factors such as Your location, the configuration of Your device and the speed of Your Internet connection. Your use of the Program will also vary based on several factors, including Your location, Internet bandwidth, the number of

devices simultaneously connecting to the same network, and the configuration of the device You are using. We make no representations or warranties about the quality of the user experience on Your device or using Your Internet connection. You are solely responsible for any costs associated with Your Internet service (which may, for example, include usage charges based on the amount of data consumed while accessing the Program). Without limiting the foregoing, You acknowledge and agree that standard carrier charges may apply if You access the Program on a mobile device, and that depending on Your wireless service plan, Your wireless carrier may impose data and/or other charges, which will be solely Your responsibility.

Automatic renewal: Unless You cancel Your subscription before Your next payment date, we will charge You the next subscription payment. We will provide You with notice ahead of renewing Your subscription. For more details on payment, please see **Payment** and for more details on cancellation, please see **Cancellation and Termination** below and see <https://rekordbox.com/>.

Subscription levels and payment options: We offer three levels of subscription: Core Plan, Creative Plan and Professional Plan. We also offer “rekordbox Cloud Option 1TB powered by Dropbox” (hereinafter “Cloud Option”) as an option for each plan, including Free plan. These are both offered as monthly and annual subscriptions. Please see <https://rekordbox.com/> for more information about the functionality offered with each plan.

Free trial period: Except Professional Plan and Cloud Option, You may be offered a free trial period at the start of Your subscription. The duration of the free trial period will be indicated on our website when You sign up for Your subscription. Eligibility for a free trial period is at our discretion. One free trial available per customer. Your subscription level cannot be changed during any free trial period. At the end of the free trial period You will be charged automatically for the monthly or annual subscription price (depending on the option You selected at sign up) unless You cancel Your subscription before the end of Your free trial period. For more information about cancellation, please see **Cancellation and Termination**.

3. Payment

Subscription price: The monthly and annual subscription prices for each of the rekordbox subscription service levels (Core Plan, Creative Plan, Professional Plan and Cloud Option) will be indicated on our website when You sign up for Your subscription. <https://rekordbox.com/>

How to pay: We accept payment by all major debit and credit cards and by Paypal. You will be charged based on a cut-off date designated by Your credit card or bank. Payment will be completed by our payment agency Digital River Inc.

4. Your license to use rekordbox

Limited license: For the duration of Your subscription, we grant to You a license to use rekordbox on these terms and the terms of our EULA. There is a limit on the number of devices You can use rekordbox on simultaneously. Please refer to the subscription level descriptions for more information at <https://rekordbox.com/en/plan/>.

5. Our rights to make changes to rekordbox

Routine software updates: We may from time to time update or require You to update the version of rekordbox You use to improve security, add functionality or make other improvements to the service You receive from us.

More significant changes to rekordbox and these terms: In addition, we may make changes to these terms or to the functionality of rekordbox, but if we make any material changes to these terms, we will notify You in advance.

6. Supplying rekordbox to You

We will supply rekordbox until You end Your subscription or we end Your subscription by written notice to You (see the section headed **Cancellation and Termination** below).

Standard of service supply: We are under a legal duty to supply products that are in conformity with these terms. Nothing in these terms will affect Your legal rights.

Reasons we may suspend the supply of rekordbox to You: We may have to suspend the availability of the rekordbox service to: (a) deal with technical problems or make technical changes; or (b) update the product to reflect changes in relevant laws and regulatory requirements.

We may suspend supply of rekordbox if You fail to make a subscription payment: If You do not pay us for the service when You are supposed to and You still do not make payment even we remind You that payment is due, we may suspend supply of the products until You have paid us the outstanding amounts. We will contact You

to tell You we are suspending supply of the service. As well as suspending the service, we can also charge You interest on Your overdue payments (see **Payment** above for more information).

7. Cancellation and Termination

Ending Your subscription because of something we have done or are going to do:

To the extent permitted under applicable law, if You are ending Your subscription for a reason set out below the contract will end immediately and we will refund You in full for any service You have paid for but not received. The reasons are:

- (a) we have told You about an upcoming change to the rekordbox service or these terms which You do not agree to; or
- (b) You have a legal right to end the contract because we are in breach of these terms and conditions.

Cancel Your subscription on notice at any time: How cancellation works will depend on whether You have a free trial period or if You started a paid subscription immediately.

Cancelling if You have a free trial period: If You cancel Your subscription during Your free trial period, Your access to the rekordbox service will stop automatically at the end of Your free trial period. If You cancel after the end of Your free trial, You will continue to have access to the rekordbox service to the end of Your current billing period and You will not be entitled to a refund.

Cancelling if You do not have a free trial period: If You cancel Your subscription within 14 (fourteen) days after You start Your subscription, we will refund any payments received from You using the same method of payment that You used to purchase Your subscription. Please note that if a full refund is given, the licence will be deactivated at the time the refund is made and the paid functions will not be available. If You cancel more than 14 (fourteen) days of the start of Your subscription You will continue to have access to rekordbox to the end of Your current billing period and You will not be entitled to a refund.

If You have a monthly subscription, and You give notice part way through a billing period, Your notice to terminate will be effective at the end of that monthly billing period.

If You have an annual subscription, and You give notice part way through a billing period, Your notice to terminate will be effective at the end of that annual billing period.

8. How to cancel Your subscription

If you wish to cancel, please do so from the following page. Only subscription holders can view this page:

For Core Plan, Creative Plan and Professional Plan:

<https://rekordbox.com/en/cancel/>

For Cloud Option:

<https://rekordbox.com/en/plan>

Please note that the refund procedure must be applied for at the following website:

<https://www.mycommerce.com/shopper-support/>

9. Our rights to end Your subscription

We may end the contract if You break it: We may end Your subscription at any time by writing to You if:

- (a) You are in material breach of the terms of the EULA or we have discovered Your fraudulent, abusive or illegal activity;
You are in material breach of any of these terms and You do not correct the breach within 21 (twenty-one) days of being told by us in writing that You are in breach;
- (b) You do not make any payment to us when it is due and You still don't make payment within 9 (nine) days of our reminding You that payment is due.
Where this happens You will lose the benefits of Your subscription service and Your service will convert to the free plan;

We may stop offering rekordbox as a subscription service: We may write to You to let You know that we are going to stop providing the rekordbox service. We will let You know at least 90 (ninety) days in advance of our stopping the supply of the service.

For annual subscriptions, at our option, we will either:

- (a) continue to provide the rekordbox service to the end of Your current annual subscription plan; or

- (b) refund You for the payments You have made for the rekordbox service You do not receive due to early termination Your annual subscription plan.

10. General Terms

Transfer of our rights and obligations: We may transfer our rights and obligations under these terms to another organization. We will always tell You in writing if this happens and we will ensure that the transfer will not affect Your rights under the contract.

Nobody else has any rights under this contract: This contract is between You and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

If a court finds part of this contract illegal, the rest will continue in force: Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later: If we do not insist immediately that You do anything You are required to do under these terms, or if we delay in taking steps against You in respect of Your breaking this contract, that will not mean that You do not have to do those things and it will not prevent us taking steps against You at a later date. For example, if You miss a payment and we do not chase You but we continue to provide the service, we can still require You to make the payment at a later date.

Which laws apply to this contract and where You may bring legal proceedings: You agree that these terms shall be governed and construed by and under the laws of Japan.

If You are a UK or EEA consumer the following wording applies in place of the foregoing sentence: The laws and courts of Your country of residence will apply to any disputes arising out of or relating to these terms.

TERMS OF USE

<https://www.pioneerdj.com/en-us/company/terms-of-use/>

PRIVACY POLICY

<https://www.pioneerdj.com/en-us/company/privacy-policy/>

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- Wi-Fi is a registered mark of the Wi-Fi Alliance.
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