

Terms and Conditions

1. **REGISTRATION.** In order to gain access to the services (the "Services") offered by the Web Site, you will need to register as a user. Either you or the Company may terminate your user registration at any time. Upon termination of your registration as a "user", you will no longer be allowed access to the Web Site or the Services offered through the Web Site. You represent that all information you provide during the registration process and at any time thereafter ("Registration Information") will be true, accurate, complete, and current and that you will promptly update your Registration Information as necessary such that it is, at all times, true, accurate, complete, and current. The Company may use all Registration Information, subject to Company's compliance with the Company Privacy Policy that can be found at (the " Privacy Policy "). This Agreement includes terms and conditions set forth in the Privacy Policy. By indicating your agreement to this Agreement, you are consenting to have your personal data used by the Company as set forth in the Privacy Policy.

2. **AGE RESTRICTIONS.** Individuals under the age of 13 are prohibited from accessing the Web Site without verified parental consent furnished to Company in accordance with the Children's Online Privacy Protection Act of 1998. You hereby represent and warrant that you are 14 years of age or older. **SOME AREAS OF THE WEB SITE MAY CONTAIN MATERIAL THAT IS INAPPROPRIATE FOR MINORS.**

3. **PUBLISHING OF CONTENT.** You hereby acknowledge and agree that you are solely responsible for all materials that you post or publish on the Web Site, including without limitation, information, code, data, text, software, music, sound, links, photographs, pictures, graphics, video, chat, messages, files and any other materials ("Content"). You represent, warrant and agree that no Content submitted by you or through your account will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. You represent and warrant that you have all legal rights necessary to publish any Content on the Web Site or that you own such Content. You hereby acknowledge and agree that Company shall, at all times, possess the right to refuse to include and/or to cause the removal of any or all of your Content for any reason and at its sole discretion. You hereby acknowledge and agree that Company may, at its sole discretion, disclose your Content in order to: (i) comply with law enforcement, court orders, or the legal process; and/or (ii) protect the rights and safety of individuals; and/or (iii) settle disputes over intellectual property ownership.

4. **LICENSE TO CONTENT (EXCEPT MUSIC FILES AVAILABLE FOR COPYING BY OTHER USERS).** By Publishing Content (except your audio or music files that you allows others to download and copy) to any part of the Web Site, you automatically grant to the Company, and you represent and warrant that you have the right to grant to the Company, a non-exclusive, transferable, fully-paid, worldwide license (with the rights to sublicense) to use, copy, perform, display, reformat, translate, excerpt (in whole or in part) and distribute such Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and authorize sublicenses of the foregoing. This license includes without limitation any and all professional names, photos, trademarks, logos and biographical information of artists, performers or bands. You may remove such Content from the Web Site at any time and the license granted above will automatically terminate.

5. **USE OF WEB SITE.** You understand that the Services and the Web Site are available for your personal use only. Your use of any Services that provide for or facilitate commercial transactions may be subject to additional terms and conditions. You agree not to harvest or collect email addresses or other contact information of other Web Site users by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Additionally, you agree not to use automated scripts to collect information from the Web Site. You agree that you will not use the Web Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Web Site. In addition, you agree not to use the Web Site to: (i) upload, post, email, transmit or otherwise make available any Content that we deem to be harmful, threatening, abusive, harassing, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable; (ii) impersonate any person or entity, or falsely state or otherwise misrepresent yourself or your affiliation with any person or entity; (iii) upload, post,

email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (iv) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or (v) use or attempt to use another user's account, without authorization from the Company, or create a false identity using the Services or the Web Site.

6. **LINKS TO OTHER WEB SITES.** The Web Site contains links to other web sites. We are not responsible for the content, accuracy or opinions expressed in such web sites, and such web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked web site on or through the Web Site or the Services does not imply approval or endorsement of the linked web site by us. If you decide to leave the Web Site and access these third-party sites, you do so at your own risk.

7. **LIMITATION OF LIABILITY.** IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE WEB SITE OR THE SERVICE, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF: (A) THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE SERVICES; AND (B) TEN DOLLARS (\$10). CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

8. **INDEMNITY.** You agree to indemnify and hold the Company and its directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of any claim, action, investigation or proceeding made or instituted by any third party due to or arising out of: (i) your breach of any representations or warranties made by you hereunder or your breach of any term of this Agreement; (ii) your use of the Services or the Web Site in violation of this Agreement; or (iii) or your violation of any law or the rights of a third party. You hereby agree not to sue, assist in or be a voluntary party to assist in or be a voluntary party to, except as required by law, any action, suit, or proceeding against the Company for any claims, actions, suits, damages, liability, losses or expenses of whatever kind or however arising out of or relating to your use of the Web Site or the Services.

9. **USE OF WEB SITE CONTENT.** All Content on the Web Site, is the proprietary property of the Company or its licensors (including Web Site users). Subject to the terms of this Agreement (see Section 5 above), no Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the prior written permission of the Company or the owner of the Content. Except as otherwise set forth in this Agreement, any use of the Content is strictly prohibited. All trademarks, logos, trade dress and service marks on the Web Site are trademarks or registered trademarks of the Company or its licensors and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

10. **DISCLAIMER OF WARRANTIES.** The Company is not responsible for any incorrect or inaccurate Content published on the Web Site or in connection with the Services, including Content published by users of the Web Site or the Services. The Company is not responsible for the conduct, whether online or offline, of any user of the Web Site. The Web Site and the Services may be temporarily unavailable from time to time for maintenance or other reasons. The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure,

theft or destruction or unauthorized access to, or alteration of, the Web Site or the Services. The Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment or software, or the failure of email on account of technical problems or traffic congestion on the Internet or at any web site, including injury or damage to any person's computer related to or resulting from participating or downloading materials in connection with the Web Site or the Services. Under no circumstances will the Company be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Services, the Web Site or any Content published on the Web Site. THE WEB SITE, THE SERVICES AND THE CONTENT ARE PROVIDED "AS-IS" AND THE COMPANY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COMPANY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE WEB SITE AND/OR THE SERVICES.

11. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, U.S.A., without reference to conflicts of laws provisions and, as to matters affecting copyrights, trademarks and patents, by U.S. federal law. Any dispute or claim arising out of, or in connection with, this Agreement shall be finally settled by binding arbitration in Morristown, New Jersey, in accordance with applicable state and federal laws (the "Uniform Arbitration Act") and the then-current rules and procedures of the American Arbitration Association by one (1) arbitrator appointed by the American Arbitration Association. The arbitrator shall apply the law of the State of New Jersey, without reference to rules of conflict of law or statutory rules of arbitration, to the merits of any dispute or claim. Judgment on the award rendered by the arbitrator may be confirmed, reduced to judgment and entered in any court of competent jurisdiction. You agree that, any provision of applicable law notwithstanding, the arbitrator shall have the authority to award the prevailing party its costs and reasonable attorneys fees. In the event that the above arbitration provision is held invalid or unenforceable, then any dispute with respect to this Agreement shall be brought and heard either in the New Jersey state courts located in Morris County, New Jersey, or the federal district court for the District of New Jersey located in Newark, New Jersey. In such event, you consent to the in personam jurisdiction and venue of such courts. You agree that service of process upon you in any such action may be made if delivered in person, by courier service, by telegram, by telefacsimile or by first class mail, and shall be deemed effectively given upon receipt.

12. MISCELLANEOUS. This Agreement sets forth the entire agreement between you and the Company pertaining your use of the Web Site and the Services. We reserve the right, at our sole discretion, to change, modify, add, or delete portions this Agreement at any time without further notice. If we do this, we will post the changes to this Agreement on this page and will indicate at the top of this page the new effective date. Your continued use of the Services or the Web Site after any such changes constitutes your acceptance of the revised Agreement. If you do not agree to abide by this Agreement or any future revised Agreement, do not use or access the Services or the Web Site. It is your responsibility to regularly review this Agreement. If any provision of this Agreement is held invalid or unenforceable, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and the remainder of this Agreement shall continue in full force and effect. The Company's failure to exercise any right or provision of this Agreement shall not constitute a waiver of such right or provision.