

## TERMS & CONDITIONS

### Site Ownership:

The Site is the property of The Music Business Network L.L.C. ("The Network"). These Terms & Conditions ("Terms") apply to The Network's website ("Site") located at [www.TheMusicBusinessNetwork.com](http://www.TheMusicBusinessNetwork.com). By using the Site, you agree to these Terms. If you do not agree with these Terms, do not use the Site.

The Network reserves the right, at its sole discretion, to change modify, add or remove portions of these Terms at any time. It is your responsibility to check these Terms for changes. Your continued use of the Site (after any changes have been made) mean that you accept and agree to the changes. Additional Terms (particularly "The Music Business Network's Member Code of Conduct") may apply to specific portions or features of the Site. You agree to abide by such other Terms.

### Site Usage:

By accessing the Site, you warrant and represent that you are legally entitled to do so and make use of the information made available via the Site.

You agree that you will not use, invent, or spread content on the Site that contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, deleterious or disruptive creations, components or devices. You further agree that you will not utilize any device, program, algorithm or technique (or any similar manual process), to access, acquire, copy or monitor any portion of the Site, gain unauthorized access to any portion or feature of the Site, member accounts, or other computer systems or networks connected with the Site.

Certain features or services offered on or through the Site require you to register as a member. You are entirely responsible for maintaining the confidentiality of the information you hold for your account (including your password and for any and all activity that occurs under your account). You agree to notify The Network immediately of any unauthorized use of your account or any other suspected account security breach. You shall be liable for losses incurred by The Network

or any other member or visitor to the Site due to another individual using your account as a result of your failure to keep your account information secure and confidential.

**Proprietary Content:**

The Network's Site, social networking sites, and all Site elements, including trademarks, content, logos, graphics, illustrations, text, images, features, user and visual interfaces and computer code (collectively referred to as "Content") contained on the site is owned and controlled by The Network. United States trademark, other intellectual property, and unfair competition laws protect all Site Content. No Content may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way or decompiled, reverse engineered, or disassembled without The Network's express written consent.

If you register as and are approved to become a member of The Network, you are allowed to upload and post content on the Site. As a member, you agree that you own the copyright in all content that you post on the Site and that each individual portrayed in images or identified in text in your content has given their consent to you to use said content.

**Affiliates and Advertisers:**

Some areas on or activities within the Site may be sponsored by third parties ("Affiliates") and some items used in-Site may be acquired by participating in Affiliate promotions. Unless otherwise specified, The Network does not endorse any products or services sold by Affiliates or guarantee the performance or suitability of those products or services.

The Network is not responsible for any endeavors or opportunities introduced or created by any Affiliate. You agree not to interfere with or attempt to circumvent any requirement of an Affiliate promotion, such as the purchase of a product in order to obtain future discounts. You further agree to not take any action that attempts to avoid, hide, modify, or delete any advertising within The Network's website.

Your correspondence or business dealings with Affiliates found on or through the Site or The Network's social networking sites (including payment and delivery of related products or services, and any other terms, conditions,

warranties or representations associated with such dealings) are solely between you and such Affiliate. You agree that The Network shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings with Affiliates featured on the Site.

**Service Disclaimer:**

The Network may suspend, disconnect, deny, or restrict access to the Site during any technical failure of, modification or maintenance to the Site, but The Network will use reasonable measures to resume Site service as soon as possible. The Network does not assure that any Site Content or features will be error free or that your use of the Site will guarantee specific results.

**Legal Compliance:**

Obedying the law, both in letter and in spirit, is the foundation on which The Network was built. All Site users agree to abide by all applicable local, state, national, and international laws. By accessing the site you agree to defend, indemnify and hold harmless The Network, its subsidiaries, affiliates, officers, directors, agents, contractors, and employees harmless from any liability (including reasonable attorneys' fees) arising from or related to your breach of these Terms.

**Liability Limitations & Warranty Exclusions:**

Under NO CIRCUMSTANCE shall The Network be held liable for any delay or failure in performance resulting directly or indirectly from acts or forces of nature or causes beyond its reasonable control (without limitation to internet or equipment failures, electrical power failures, civil disturbances, labor disputes, riots, acts of God, governmental actions, non-performance of third parties, or loss or fluctuations in utilities that enable The Network to operate).

The Network shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of

the Site, any information contained on the Site, your or your company's personal information or material and information transmitted over our system. In particular, neither The Network nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or the transmission of data, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

**Acceptance:**

These Terms are accepted upon your use of the Site or any of the services featured therein and constitute the entire agreement between you and The Network. These terms shall be governed by the laws of the United States and by the laws of the State of New York. You agree that prior to any dispute being brought to court, that both parties will attempt to resolve the dispute through mediation. If there is no resolution, the parties shall be free to pursue any legal remedy available to them under pertinent law. You agree that the jurisdiction for any claims against The Network will be brought forth in the state and federal courts located in Albany County, New York, and waive any objection to such jurisdiction or venue.

If any provision of these Terms is found to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings provided in this document are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. If The Network fails to act with respect to a breach by you or others, it does not mean that The Network waives its right to act with respect to subsequent or similar breaches. This agreement and any other legal documents hosted on the Site (The Music Business Network's Member Code of Conduct and Privacy Policy) supersede any prior understanding between you and The Network, whether written or oral.

**© 2014 The Music Business Network L.L.C. All Rights Reserved.**