



SONY MUSIC

Sony Music Entertainment UK Website & Mobile Applications Terms & Conditions

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B. Site Availability: The Site may be modified, updated, interrupted, suspended or discontinued at any time, for any or no reason, without notice or liability to Sony Music.

C. User Accounts: You may need to register to use part of the Site. We may reject or require that you change any user name, password or other information that you provide to us in registering. Your username and password are for your personal use only and should be kept confidential; you are responsible for any use of your username and password, and you agree to promptly notify us of any confidentiality breach or unauthorised use of your username and password, or your Site account. We reserve the right to close your account at any time, at our sole discretion, for any reason whatsoever. Furthermore, we reserve the right to reveal your identity (including whatever information we know about you) in the event of a complaint or legal action arising from any message or other content posted by you or when necessary to protect safety and security.

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- i. post any material that is knowingly false and/or defamatory, deceptive, misleading, scandalous, indecent, inaccurate, abusive, vulgar, criminally obscene, pornographic, unlawful, libellous, fraudulent, tortuous, profane, hateful, harassing, sexually oriented, threatening, degrading, intimidating, racially or ethnically offensive, invasive of anyone’s privacy, or contains nudity, pornographic images, explicit sexual themes or graphic violence, or is otherwise in violation of any law;
- ii. post or transmit any material in violation of a third party’s copyright or other intellectual property or proprietary rights;
- iii. post or transmit any information or software that contains a virus, worm, defects, Trojan horses, Easter eggs, time bombs, spyware, or any other computer code, file, program or other items of a harmful, disruptive or deleterious nature or intended to damage or hijack the operation of, or to monitor the use of, Sony Music and/or its affiliates or any hardware, software, or equipment;
- iv. engage in commercial activity (including, but not limited to, sales, contests or prize draws) without Sony Music prior written consent;

- v. solicit, request or collect personal information for commercial or unlawful purposes;
- vi. solicit personal information from anyone under 18 years old;
- vii. send bulk emails, surveys, or other mass messaging whether commercial in nature or not;
- viii. engage in keyword spamming, or otherwise attempt to manipulate the Site's search results; or
- ix. impersonate any other individual or entity, or falsely states or otherwise misrepresent your affiliation with a person or entity.

B. You also agree not to, and will not assist, encourage, or enable others to:

- i. Restrict or inhibit any other user from using and enjoying the Site (for examples, by means of hacking or defacement);
- ii. Utilize any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape or index any portion of the Site;
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- vi. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on Sony Music's or its affiliates' technology infrastructure or otherwise make excessive traffic demands of the Site;
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- viii. Use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site;
- ix. Use the Site to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site; or
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13. CHOICE OF LAW AND VENUE

These Terms shall be governed by, and construed in accordance with, the laws of England and Wales, and any dispute will be subject to the exclusive jurisdiction of the Courts of England. You and we further agree as follows: (i) any claim brought to enforce these Terms must be commenced within two (2) years of the cause of action accruing; (ii) no recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and reasonable legal fees; and (iii) any claim must be brought individually and not consolidated as part of a group or class action complaint.

14. GENERAL TERMS

A. In the event that any of the provisions of the Terms are held by a court or other tribunal of competent jurisdiction to be unlawful, void or unenforceable, such provisions shall: (i) be deemed severable, (ii) be limited or eliminated to the minimum extent necessary, (iii) not affect the validity and enforceability of the remaining provisions; and the remainder of the Terms’ will thus remain in full force and effect.

B. The Terms contain the entire agreement between you and us regarding the use of the Site, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.

C. We may provide you with notices, including those regarding changes to the Terms by email, regular mail or communications through the Site.

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E. The Terms are not assignable, transferable or sublicensable by you except with Sony Music's prior written consent, but may be assigned or transferred by us without restriction. Any assignment attempted to be made in violation of the Terms shall be void.

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