

TERMS AND CONDITIONS

SONY MUSIC ENTERTAINMENT WEBSITE AND MOBILE APPLICATION TERMS AND CONDITIONS

LAST UPDATED: August 3, 2012

These terms and conditions (the “Terms”) govern your access to and use of Sony Music Entertainment’s websites and mobile applications (“Site”). By accessing or using the Site, you are agreeing to these Terms and entering into a legally binding contract with Sony Music Entertainment (“Sony Music”). It is important that you read carefully and understand the Terms. Do not access or use the Site if you are unwilling or unable to be bound by the Terms. Any references to “you” and “your” refer to you, as a user of the Site. References to “we”, “us” and “our” refer to Sony Music.

1. CHANGES TO THE TERMS AND CONDITIONS

We may modify the Terms from time to time. When changes are made, we will notify you by making the revised version available on this webpage, and will indicate at the top of this page the date that revisions were last made. All material modifications will apply prospectively only. You should revisit these Terms on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of new Terms. You understand and agree that your continued access to or use of the Site after any posted modification to the Terms indicates your acceptance of the modification.

2. USING THE SITE

A. Permission to Use the Site: We grant you permission to use the Site subject to the restrictions in these Terms. We may terminate your permission to use the Site for any conduct that we consider to be inappropriate, or for your breach of these Terms, including the Restrictions listed in paragraph 4. Your use of the Site is at your own risk, including the risk that you might be exposed to content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

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 user name and password are for your personal use only and should be kept confidential; you are responsible for any use of your user name and password, and you agree to promptly notify us of any confidentiality breach or unauthorized use of your user name 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 posted by you or when necessary to protect safety and security.

3. CONTENT

A. Responsibility for Your Content: You alone are responsible for the content of your messages, and you agree to indemnify and hold harmless Sony Music and our agents with respect to any claim based upon the transmission of your message(s) and/or posting(s). We reserve the right to remove any messages for any or no reason whatsoever.

B. Sony Music's Right to Use Your Content: By posting messages, uploading files, inputting data, or engaging in any other form of communication through this Site, you are granting Sony Music a royalty-free, perpetual, non-exclusive, unrestricted, fully transferable, worldwide license to: (1) use, copy, sublicense, adapt, transmit, publicly perform, or display any such communication; and (2) sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to the communication. The foregoing rights shall include the right to exploit any proprietary rights in such communication, including but not limited to rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction.

C. Ownership: All material on the Site, including, but not limited to, text, data, graphics, logos, button icons, images, audio clips, video clips, links, digital downloads, data compilations, and software is owned, controlled by, or licensed to Sony Music and is protected by copyright, trademark, and other intellectual property rights. Material on the Site is made available solely for your personal, non-commercial use and may not be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way, including by e-mail or other electronic means, without the express prior written consent of Sony Music in each instance. You may download material intentionally made available for downloading from the Site for your personal, non-commercial use only, provided that you keep intact any and all copyright and other proprietary notices that may appear on such materials.

4. RESTRICTIONS

The following rules, policies, and disclaimers shall apply to and/or govern your use of the Site (including, without limitation, any bulletin boards, chat rooms, or other online services provided on this Site). We do not review every message or confirm the accuracy or validity of information posted. We do not actively monitor the contents of the postings and are not responsible for the content of any postings. We do not vouch for or warrant the validity, accuracy, completeness, or usefulness of any message or information posted. The contents of the postings do not represent the views of Sony Music, its labels, or any person or entity associated with Sony Music. If you feel that any posting is objectionable, we encourage you to contact us by email. We will make every effort to remove objectionable content if we deem removal to be warranted. Please understand that removal or editing of any posting is a manual process and might not occur immediately.

A. You agree not to, and will not assist, encourage, or enable others to use the Site to:

- i. Post any material that is knowingly false and/or defamatory, inaccurate, abusive, vulgar, obscene, profane, hateful, harassing, sexually oriented, threatening, invasive of anyone's privacy, or 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 or other items of a harmful, disruptive or deleterious nature;

- iv. Engage in commercial activity (including, but not limited to, sales, contests or sweepstakes) without Sony Music's prior written consent;
- v. Solicit, request or collect personal information for commercial or unlawful purposes;
- vi. Solicit personal information from minors;
- 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.

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;
- iii. Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Site or on any materials printed or copied from the Site;
- iv. Record, process or mine information about other users;
- v. Reformat or frame any portion of the Site;
- vi. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on Sony Music's technology infrastructure or otherwise make excessive traffic demands of the Site;
- vii. Attempt to gain unauthorized access to the Site, user accounts, computer systems or networks connected to the Site through hacking, password mining or any other means;
- 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
- x. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site content or features that enforce limitations on the use of the Site.

5. UNSOLICITED SUBMISSIONS

Sony Music and its employees do not accept or consider unsolicited sound recordings, musical compositions or any other creative materials (collectively, the "Submission"). If, despite our policy, you still have submitted unsolicited material to us then Sony Music will not be obligated to treat your Submission as confidential or proprietary and, by making such a Submission, you will be deemed to have acknowledged that i) Sony Music has no obligation and shall not be liable to you or to any person claiming through you based on such Submission and ii) you relinquish any claim whatsoever based upon your submission.

6. PRIVACY POLICY

Use of the Site is also governed by our [Privacy Policy](#) , which is incorporated into these Terms by reference.

7. THIRD PARTIES

The Site may include links to other websites or applications (each, a “Third Party Site”). Unless otherwise noted, Sony Music does not operate, control or endorse any information, products, or services on any Third Party Site. You agree that we are not responsible for the availability or contents of any Third Party Sites and that your use of any Third Party Site is at your own risk.

8. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Sony Music and its affiliated companies, officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, and costs, including but not limited to reasonable attorneys’ fees, resulting from (i) your access to or use of the Site, (ii) your violation of the Terms, (iii) your use of any products or services purchased or obtained by you in connection with the Site, or (iv) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Sony Music reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

9. WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF SONY MUSIC AND ITS SUBSIDIARIES, AFFILIATES, AND LICENSORS. EACH OF THESE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED.

A. THE SITE IS MADE AVAILABLE TO YOU ON AN “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE” BASIS. YOUR USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK. SONY MUSIC MAKES NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE SITE, ITS SAFETY OR SECURITY, OR THE SITE CONTENT. ACCORDINGLY, SONY MUSIC IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM YOUR USE OF THE SITE.

B. SONY MUSIC EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE.

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D. SONY MUSIC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED ON THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR ANY THIRD PARTY SITE, OR THE SERVERS THAT MAKE THEM AVAILABLE, ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

E. SONY MUSIC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THE SITE OR ANY THIRD PARTY SITE.

F. SONY MUSIC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING HOW OFTEN THE MATERIALS OR INFORMATION POSTED ON THE SITE WILL BE UPDATED (IF AT ALL) OR THE NUMBER OR IDENTIFICATION OF THE RECORDING ARTISTS OR OTHER INDIVIDUALS (IF ANY) THAT WILL BE FEATURED ON THE SITE.

10. VOID WHERE PROHIBITED

Although this Site is accessible worldwide, not all products or services discussed or referenced on this Site are available to all persons or in all geographic locations. Sony Music reserves the right to limit, in its sole discretion, the provision and quantity of any product or service to any person or geographic area it so desires. Any offer for any product or service made in this Site is void where prohibited.

11. MAKING PURCHASES

If you wish to purchase products or services described on the Site, you may be asked to supply certain information including credit card or other payment information. By initiating a transaction you warrant and represent that you (A) are eighteen (18) years of age or older and (B) have the legal right to use the payment means you select. You agree that all information that you provide will be accurate, complete and current. You agree to pay all charges, including shipping and handling charges, incurred by users of your credit card or other payment mechanism at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Sony Music will be entitled to change the pricing and availability of any particular product(s) or service(s) without prior notice at any time. Sony Music does not offer refunds in the event of temporary or permanent price drops following purchase at higher prices. All sales of digital content are final.

12. RULES FOR PROMOTIONS

Any contests, sweepstakes, surveys, games or similar promotions (collectively "Promotions") made available through the Site may be governed by specific rules that are separate from these Terms. By participating in any such Promotions, you will become subject to those rules, which may vary from the Terms set forth herein. Sony Music advises you to review carefully any specific rules applicable to a particular Promotion and to review our Privacy Policy which, in addition to these Terms, governs any information you submit in connection with such activities. To the extent that the rules for a Promotion conflict with these Terms, the Promotion rules shall control.

13. CHOICE OF LAW AND VENUE

These Terms shall be governed by, and construed in accordance with, the laws of the State of New York, exclusive of its choice of law rules. Each party submits to the exclusive jurisdiction of the state and federal courts sitting in the Borough of Manhattan in the City of New York in the State of New York, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. Each party further agrees 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 attorneys' 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 unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise 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.

D. Any failure by Sony Music to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

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.

F. The section titles in the Terms are for convenience only and have no legal or contractual effect.

15. DESIGNATED AGENT UNDER THE DIGITAL MILLENNIUM COPYRIGHT ACT

The Digital Millennium Copyright Act (DMCA) provides a mechanism for notifying service providers of claims of unauthorized use of copyrighted materials. Under the DMCA, a claim must be sent to the service provider's Designated Agent. If you believe in good faith that Sony Music should be notified of a possible online copyright infringement involving any Sony Music Site, please notify Sony Music's designated agent: Wade Leak, Esq., Business and Legal Affairs Department, Sony Music Entertainment, 25 Madison Avenue, New York, New York 10010. Phone: 212-833-8000; Fax: 212-833-5828; Email: copyright.agent@sonymusic.com Please be aware that, in order to be effective, your notice of claim must comply with the detailed requirements set forth in the DMCA. You are encouraged to review them (see 17 U.S.C. Sec. 512(c)(3)) before sending your notice of claim.