

TERM OF USE

Please read this Terms of Use agreement carefully. Your use of the Site (as defined below) constitutes your agreement to this Terms of Use agreement.

This site (together with any successor site(s) and all Services (as defined below), the "Site") is operated by Get The Sound ("we," "us"). We provide Site users with access to content and services related to us and our artists, including music, images, forums, games, text, data and other content (such content and services, collectively, the "Services"). Your use of the Site is governed by these Terms of Use (this "Agreement"), regardless of how you access the Site (including through the Internet, through Wireless Access Protocol (commonly referred to as "WAP"), through a mobile network, or otherwise). This Agreement is between you and us.

PLEASE NOTE: The Site may include or be used in connection with certain Third Party Applications (as defined in Section 16 below). Your access to or use of such Third Party Applications may be governed by additional terms and conditions that are not set forth in this Agreement and that are made available by the particular providers of such Third Party Applications.

1. *Acceptance of Terms.* By using the Site, you agree to the terms of this Agreement and to any additional rules and guidelines that we post on the Site. We may make changes to this Agreement from time to time; we may notify you of such changes by any reasonable means, including by posting the revised version of this Agreement on the Site. You can determine when we last changed this Agreement by referring to the "LAST UPDATED" legend above. Your use of the Site following changes to this Agreement will constitute your acceptance of those changes; provided, however, any material change to this Agreement shall not apply retroactively to any claim or dispute between you and us in connection with this Agreement that arose prior to the "LAST UPDATED" date applicable to that version of this Agreement in which we included such material change. We may, at any time, modify or discontinue all or part of the Site; charge, modify or waive fees required to use the Site; or offer opportunities to some or all Site users.

2. *Jurisdiction.* The Site is controlled and/or operated from France, and is not intended to subject us to non-France jurisdiction or laws, except as otherwise expressly stated in this Agreement. The Site may not be appropriate or available

for use in some jurisdictions outside of the France. If you access the Site, you do so at your own risk, and you are responsible for complying with all local laws, rules and regulations. We may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

3. *Information You Submit.* Your submission of information through the Site is governed by our Privacy Policy. Further, to the extent that you submit any personally identifiable information to any third party (for example, a Provider (as defined in Section 6(b) below)) in connection with the Site (for example, via a Third Party Application, as defined in Section 16 below), such third party's collection, use and disclosure of such information may be governed by its own privacy policy, and not by our Privacy Policy. In any event, we are not responsible for the information collection, usage and disclosure practices of third parties. You agree that all information you provide to us is true, accurate and complete, and you will maintain and update such information regularly. If you choose to make any of your personally identifiable or other information publicly available on the Site, you do so at your own risk.

4. *Rules of Conduct.* In using the Site, you agree to obey the law, respect the rights of others and avoid objectionable, defamatory or disruptive behavior. In addition, you will comply with the following "Rules of Conduct" as updated from time to time by us. You will not:

Post, transmit, or otherwise make available, through or in connection with the Site:

- Anything that is or may be (a)threatening, harassing, degrading, hateful or intimidating; (b)defamatory; (c)fraudulent or tortious; (d)obscene, indecent, pornographic or otherwise objectionable; or (e)protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express prior consent of the owner of such right.
- Any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; that promotes gambling; or that encourages or provides instructional information about illegal activities or activities such as "hacking," "cracking" or "phreaking."
- Any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
- Any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation.

- Any material non-public information about a company without the proper authorization to do so.
- the Site, without our express prior, written consent.
- Use the Site to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users of the Site.
- Impersonate any person or entity, including any of our representatives; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that we endorse any statement or posting you make.
- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks.
- Restrict or inhibit any other person from using the Site (including by hacking or defacing any portion of the Site).
- Use the Site to advertise or offer to sell or buy any goods or services without our express prior written consent.
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site.
- Except as expressly permitted by applicable law, modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site.
- Remove any copyright, trademark or other proprietary rights notice from the Site or materials originating from the Site.
- Frame or mirror any part of the Site without our express prior written consent.
- Create a database by systematically downloading and storing all or any Site content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site, without our express prior, written consent.

We may terminate your use of the Site for any conduct that we consider to be inappropriate, or for your breach of this Agreement, including the Rules of Conduct (including, without limitation, if you repeatedly engage in copyright infringement via or in connection with the Site).

5. Registration. You may need to register to use any part(s) 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.

6. *Submissions.*

a. *Generally.* The Site may contain areas where you can post information and materials, including, without limitation, text, images, photographs, graphics, music, videos, audiovisual works, data, files, links and other materials (each, a "Submission").

b. *Disclaimers.* It is possible that Site visitors will post information or materials on the Site that are wrong or misleading or that otherwise violate this Agreement. We and our respective Artists, Representatives and Providers do not endorse and are not responsible for any information or materials made available through the Site or your use of such information or materials. All Submissions will be deemed to be non-confidential and may be used by us (i) without any confidentiality or other non-disclosure obligations and (ii) without attribution to you or any third party. We reserve the right, in our sole discretion and at any time, to set limits on the number and size of any Submissions that may be posted on the Site or the amount of storage space available for Submissions.

c. *Acknowledgement.* You hereby acknowledge and agree that (i) you have received good and valuable consideration in exchange for the rights granted by you hereunder in and to any Submission that you post, including, without limitation, the ability to participate in activities on the Site and the possibility that publicity or favorable exposure may arise from our use of such Submission or any derivative works incorporating or embodying such Submission; and (ii) you are not entitled to any further compensation for any use or other exploitation of such Submission by us or any other party (including, without limitation, our Artists, Representatives and Providers) pursuant to the rights in such Submission that have been granted hereunder and/or that are available under applicable law.

d. *Representations and Warranties.* You hereby represent and warrant that: (i) you have the legal right and authority to enter into this Agreement; (ii) you solely own, or otherwise have the full right and permission to exploit, all of the rights in, to, and under any Submission that you post and to grant the rights and licenses set forth herein, and with respect to any third party materials that appear in or are otherwise incorporated or embodied in any Submission that you post, you have obtained express, written clearances from all owners of and rights holders in such third party materials as necessary to grant the rights and licenses set forth herein; (iii) you have obtained the written consent, release, and/or permission of every identifiable individual who appears in any Submission that you post, to use such individual's name and likeness for purposes of using and

otherwise exploiting such Submission(s) in the manner contemplated by the Agreement, or, if any such identifiable individual is under the age of eighteen (18), you have obtained such written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to us a copy of any such consents, releases and/or permissions upon our request); (iv) any Submission that you post, and the use thereof by us and our and their respective designees (including, without limitation, our and their respective Artists, Representatives and Providers), do not and shall not infringe upon or violate any patent, copyright, trademark, trade secret, or other intellectual property rights or other rights of any third party; (v) any Submission that you post is not confidential and does not contain any confidential information; and (vi) in creating, preparing and posting any Submission, you (A) have complied and will comply in all respects with all applicable laws, rules (including, without limitation, our Rules of Conduct), and regulations and (B) have not violated and will not violate any understanding by which you are explicitly or implicitly bound (including without limitation any agreement with any third party). If you do post a Submission that contains the likeness of an identifiable individual, we strongly encourage you not to include any identifying information (such as the individual's name or address) within such Submission.

e. *Waiver; Further Assurances; Indemnity.* To the extent permitted under applicable law, you agree to forever release, discharge and waive all claims against us and our and their respective Artists, Representatives and Providers from, and covenant not to initiate, file, maintain, or proceed upon any suit, claim, demand, or cause of action against us and our and their respective Artists, Representatives and Providers with respect to, any and all claims, demands, actions, losses, costs, damages, liabilities, judgments, settlements and expenses (including, without limitation, reasonable attorneys' fees) that relate in any way to this Agreement and/or the use of any Submission in a manner consistent with the rights granted under this Agreement, including, without limitation, any claim for idea misappropriation. Additionally, to the extent permitted under applicable law, you hereby waive any and all rights that you may have under laws worldwide that concern "moral rights" or "droit moral," or similar rights, in connection with any Submission that you post (and you hereby represent and warrant that you have obtained clear, express written waivers from any applicable third parties with respect to any and all rights that such third parties may have under such laws in connection with any Submission that you post). At any time upon our request, you shall: (i) take or cause to be taken all such actions as we may reasonably deem necessary or desirable in order for us to obtain the full benefits of this Agreement and any licenses granted by you hereunder, and (ii) execute a non-electronic hard copy of this Agreement. Without limiting any other provision herein, you agree to indemnify us and our and their respective Artists, Representatives and Providers as further set forth herein, including in Section 20 below.

f. No Obligation to Use. For the purpose of clarification, it shall be in our sole discretion whether or not to exercise any right granted to us under this Agreement, and we shall have no obligation to use or otherwise exploit any Submission.

7. Products. All rights in any products available through the Site, such as music, ring tones, ring back tones, SMS tones, images (e.g., screen savers), video, artwork, text, software and other copyrightable materials (collectively, the "Products") are owned by us and/or our (or their) licensors. If a separate agreement provided by us governs a particular Transaction or Product, or your use of a particular Product, and the terms of such separate agreement conflict with the terms of this Agreement, the terms of such separate agreement will govern such transaction or use. Subject to your compliance with the terms and conditions of this Agreement and any other applicable terms and conditions imposed by us and/or our licensors, you have a limited right to use those Products that you purchase or access through the Site solely for your personal, noncommercial use in accordance with the terms and conditions of this Agreement and any other terms and conditions that may apply to such Products, which right you cannot sublicense to others. Any burning or exporting capabilities, if any, of any Product shall not constitute a grant or waiver of any of our rights or those of any copyright or other rights owners in such Product, any other Product or any content, sound recording, underlying musical composition, artwork or other copyrightable matter embodied in or associated with such Product or any other Product. You understand that the Site and the Products may include and/or rely on a security framework using technology that protects digital information and imposes usage rules established by us and our (or their) licensors, and you hereby agree to abide by such usage rules, including those set forth below. Unless we expressly provide otherwise, all Transactions, all Products and your use of such Products are subject to this Agreement.

8. Purchases. If you wish to purchase any Products made available through the Site (each such purchase, a "Transaction"), you may be asked to supply certain information in connection with such Transaction, including without limitation your credit card number or other payment account number (for example, your wireless account number), your billing address, and your shipping information. BY INITIATING A TRANSACTION, YOU REPRESENT AND WARRANT THAT YOU (A) ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND (B) HAVE THE LEGAL RIGHT TO USE THE PAYMENT MEANS SELECTED BY YOU. By submitting such information, you grant us the right to use such information in accordance with our Privacy Policy, including, without limitation, by providing such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

Descriptions and images of, and references to, Products on the Site do not imply our endorsement of such Products. Except to the extent prohibited by applicable

law, we reserve the right, with or without prior notice, to change such descriptions, images, and references; to limit the available quantity of any Product; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all Transaction(s); and/or to refuse to provide any user with any Product. Price and availability of any Product offered through the Site are subject to change without notice. In the event that a Product is listed at an incorrect price or with other incorrect information, we have the right to refuse or cancel any Transaction for such Product. You shall pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred, including without limitation all shipping and handling charges, and any applicable network, data or other charges in respect of mobile downloads. In addition, you remain responsible for any taxes (including, if applicable, VAT and/or any import duties) that may be applicable to your Transaction(s).

Except to the extent applicable law provides otherwise, all sales through the Site are final, and all charges from those sales are nonrefundable, except as otherwise expressly set forth in this Agreement. We or our third party designees may automatically process charges against your selected payment method on the receipt page or when we provide you with a "Download Now" link. We or our third party designees will inform you if all or any portion of your order is canceled or if additional or different information is required to accept your order.

9. Product Delivery. Except to the extent prohibited by applicable law, we reserve the right to change Product delivery options without notice. On occasion, technical and other problems may delay or prevent delivery of a particular Product. Except to the extent that applicable law provides otherwise, your sole and exclusive remedy with respect to any Product that is not delivered within a reasonable period will be either replacement of such Product or a refund of the purchase price paid for such Product, as determined by us in our sole discretion.

10. Usage Restrictions for Products. All Products you purchase, obtain or access on or through the Site are solely for your personal, non-commercial use. Except as otherwise expressly provided herein, you may not reproduce, publish, transmit, distribute, display, broadcast, re-broadcast, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, directly or indirectly, any of the Products or any related software. Except as permitted under applicable law, you may not reverse engineer, decompile, disassemble, modify or disable any Products or any copyright protection or use limitation systems associated with the Products. You may not play and then re-digitize any Products, or upload any Products or derivatives thereof to the Internet. Unless expressly permitted by us (e.g., a "Create Your Own Video" contest offered on the Site), you may not use the Products in conjunction with any other content, including without limitation, in conjunction with any other Products

(e.g., to provide sound for video). You may not transfer, sell or offer to sell the Products, including, without limitation, posting any Product for auction on any Internet auction site or "trading" the Products for money, goods or services. You are not granted any commercial sale, resale, reproduction, distribution or promotional use rights in connection with Products. Additionally, the following usage restrictions apply based on the type of Product you are purchasing or obtaining through the Site:

11. Rules for Promotions. Any sweepstakes, contests, raffles or other promotions (collectively, "Promotions") made available through the Site may be governed by rules that are separate from this Agreement. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with this Agreement, the Promotion rules will apply.

12. Our Proprietary Rights. We and our respective licensors and suppliers own the information and materials made available through the Site. Such information and materials are protected by copyright, trademark, patent and/or other proprietary rights and laws. Except as expressly authorized in advance by us, you agree not to reproduce, modify, rent, lease, loan, sell, distribute or create derivative works based on, all or any part of the Site or any information or materials made available through the Site.

We and/or our respective licensors or suppliers own the trade names, trademarks and service marks on the Site, including without limitation ELECTRO POSE, and any associated logos. All trademarks and service marks on the Site not owned by us are the property of their respective owners. You may not use our trade names, trademarks and service marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting any license or right to use any trade names, trademarks or service marks without express prior written consent of the owner.

PLEASE NOTE THAT UNAUTHORIZED USE OF ANY SERVICE OR PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY SOFTWARE USED BY THE SERVICES, MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, (INCLUDING, WITHOUT LIMITATION, POSSIBLE MONETARY DAMAGES), INCLUDING, WITHOUT LIMITATION, FOR COPYRIGHT INFRINGEMENT.

13. Third Party Applications. The Site may include third party software applications and services (or links thereto) that are made available by our Providers ("Third Party Applications"). Because we do not control Third Party Applications, you agree that neither we, nor our respective Artists and Representatives, are responsible or liable for any Third Party Applications, including the performance, accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights relating to, Third Party Applications or their use. We have no obligation to monitor Third Party Applications, and we

may remove or restrict access to any Third Party Applications (in whole or part) from the Site at any time. The availability of Third Party Applications on the Site does not imply our endorsement of with any Provider of, such Third Party Applications. Further, your use of Third Party Applications may be governed by additional terms and conditions that are not set forth in this Agreement or our Privacy Policy (for example, terms and conditions that are made available by Providers themselves in connection with Third Party Applications). This Agreement does not create any legal relationship between you and Providers with respect to Third Party Applications, and nothing in this Agreement shall be deemed to be a representation or warranty by us or our respective Artists, Representatives or Providers, with respect to any Third Party Application.

14. Third Party Content. The Site may incorporate certain functionality that allows, via the system or network of which the Site is a component, the routing and transmission of, and online access to, certain digital communications and content made available by third parties ("Third Party Content"). By using such Site functionality, you acknowledge and agree that you are directing us to access and transmit to you Third Party Content associated with such functionality. Because we do not control Third Party Content, you agree that we are neither responsible nor liable for any Third Party Content, including the accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights relating to, Third Party Content. We have no obligation to monitor Third Party Content, and we may block or disable access to any Third Party Content (in whole or part) via the Site at any time. Your access to or receipt of Third Party Content via the Site does not imply our endorsement of, with any provider of, such Third Party Content. Further, your use of Third Party Content may be governed by additional terms and conditions that are not set forth in this Agreement or our Privacy Policy (for example, terms and conditions that are made available by the providers of such Third Party Content). This Agreement does not create any legal relationship between you and the providers of such Third Party Content with respect to such Third Party Content, and nothing in this Agreement shall be deemed to be a representation or warranty by us or our respective Artists, Representatives or Providers, with respect to any Third Party Content.

15. Links and Feeds. The Site may provide links to or feeds from other web sites and online resources. We are not responsible for and do not endorse such external sites or resources. Other sites may link to the Site with or without our authorization, and we may block any links to or from the Site. YOUR ACCESS TO AND USE OF THIRD PARTY WEB SITES, CONTENT AND RESOURCES IS AT YOUR OWN RISK.

16. Limitations of Liability and Disclaimers. THE SITE AND ALL GOODS, SERVICES, PRODUCTS, THIRD PARTY APPLICATIONS, THIRD PARTY CONTENT, INFORMATION AND MATERIALS MADE AVAILABLE THROUGH THE SITE ARE PROVIDED TO YOU "AS IS" WITHOUT ANY EXPRESS REPRESENTATIONS OR

WARRANTIES OF ANY KIND, AND WE AND OUR RESPECTIVE ARTISTS, REPRESENTATIVES AND PROVIDERS DISCLAIM ALL STATUTORY OR IMPLIED REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS WITH RESPECT TO THE SITE AND ALL GOODS, SERVICES, PRODUCTS, THIRD PARTY APPLICATIONS, THIRD PARTY CONTENT, INFORMATION AND MATERIALS MADE AVAILABLE THROUGH THE SITE, INCLUDING THE REPRESENTATIONS AND WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. (CERTAIN PROVIDERS MAY SEPARATELY PROVIDE LIMITED REPRESENTATIONS AND/OR WARRANTIES REGARDING THEIR THIRD PARTY APPLICATIONS; PLEASE CHECK WITH SUCH PROVIDERS FOR FURTHER INFORMATION.) WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SITE (OR ANY PART THEREOF), OR ANY GOODS, SERVICES, PRODUCTS, THIRD PARTY APPLICATIONS, THIRD PARTY CONTENT, INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SITE IS OR WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR COMPATIBLE WITH ANY PARTICULAR SOFTWARE OR HARDWARE. FURTHER, WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY SOFTWARE, HARDWARE, EQUIPMENT OR OTHER DEVICE OR SYSTEM USING THE SITE OR ANY GOODS, SERVICES, PRODUCTS, THIRD PARTY APPLICATIONS, THIRD PARTY CONTENT, INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SITE WILL FUNCTION IN ANY MANNER. YOU HEREBY AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO (A) OBTAIN AND PAY FOR ANY SOFTWARE, HARDWARE OR SERVICES (INCLUDING INTERNET CONNECTIVITY) NEEDED TO USE THE SITE AND (B) ENSURE THAT ANY SOFTWARE, HARDWARE, EQUIPMENT, DEVICES, SYSTEMS OR SERVICES THAT YOU USE WILL FUNCTION CORRECTLY WITH THE SITE AND ANY GOODS, SERVICES, PRODUCTS, THIRD PARTY APPLICATIONS, THIRD PARTY CONTENT, INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SITE. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD PARTY APPLICATIONS, THIRD PARTY CONTENT, INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SITE.

WE AND OUR RESPECTIVE ARTISTS, REPRESENTATIVES AND PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH THE SITE, NOR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE (INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH YOUR USE OR RECEIPT OF ANY THIRD PARTY APPLICATIONS OR THIRD PARTY CONTENT), OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. FURTHER, WE AND

OUR RESPECTIVE ARTISTS, REPRESENTATIVES AND PROVIDERS WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF THE SITE OR FROM ANY THIRD PARTY APPLICATIONS, THIRD PARTY CONTENT, INFORMATION OR MATERIALS ON THE SITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. OUR MAXIMUM LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE SHALL BE THE TOTAL AMOUNT PAID BY YOU TO US TO ACCESS AND USE THE SITE.

IT IS POSSIBLE THAT APPLICABLE LAW MAY NOT ALLOW FOR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF CERTAIN DAMAGES; SOLELY TO THE EXTENT THAT SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

While we try to maintain the security of the Site, we do not guarantee that the Site or any Third Party Applications will be secure or that any use of the Site or any Third Party Applications will be uninterrupted. Additionally, third parties may make unauthorized alterations to the Site or any Third Party Applications.

17. Indemnity. Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless us from and against all claims, losses, costs and expenses (including attorneys' fees) arising out of (a) your use of, or activities in connection with, the Site; (b) any violation of this Agreement by you; (c) any use or other exploitation, or failure or omission to use or otherwise exploit, any Submission (including any portion thereof) that you post; or (d) any claim that your Submission or any use or exploitation thereof caused damage to or infringed upon or violated the rights of a third party, including without limitation past, present or future infringement, misappropriation, libel, defamation, invasion of privacy or right of publicity or violation of rights related to the foregoing.

18. Termination. This Agreement is effective until terminated. We may, at any time and for any reason, terminate your access to or use of: (a) the Site, (b) your user name and password or (c) any files or information associated with your user name and password. If we terminate your access to the Site, you will not have the right to bring claims against us or our respective Artists, Representatives and Providers with respect to such termination. We and our respective Artists, Representatives and Providers, shall not be liable for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination.

19. Governing Law; Dispute Resolution. You hereby agree that this Agreement (and any claim or dispute arising in connection with this Agreement or your use

of the Site) is governed by and shall be construed in accordance with the laws of France, without regard to its principles of conflicts of law, and you consent to the exclusive jurisdiction of the federal and state courts located in Paris, France., and waive any jurisdictional, venue or inconvenient forum objections thereto.

20. *Information or Complaints.* If you have a question or complaint regarding the Site, please feel free to contact us via e-mail at getthesound2@gmail.com. E-mail communications are not necessarily secure, so please do not include credit card information or other sensitive information in any e-mail to us.

21. *Ability to Enter Into This Agreement.* By using the Site, you affirm that you are of legal age to enter into this Agreement or, if you are not, that you have obtained parental or guardian consent to enter into this Agreement.

22. *Contact Us.* If you have any questions regarding the meaning or application of this Agreement, please direct such questions getthesound2@gmail.com. E-mail communications are not necessarily secure, so please do not include credit card information or other sensitive information in any e-mail to us.

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