

LAST UPDATED: August 1, 2009

TERMS OF SERVICE

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

This Terms of Service Agreement (the "**Agreement**") is between you ("**you**") and Filmtheory LLC ("**Company**," "**we**," "**us**") concerning your use of certain of our web sites, including the site from which you are linking to this Policy (together with any successor site(s) and all Services (as defined below), the "**Site**").

1. **Acceptance of Terms.** The Site is made available by Company subject to this Agreement. We reserve the right to update or make changes to this Agreement from time to time in our sole discretion, which changes we may provide to you by any reasonable means, including without limitation, by posting the revised version of this Agreement on the Site. You can determine when this Agreement was last revised by referring to the "LAST UPDATED" legend at the top of this Agreement. When using any Services (as defined below), you agree that you are subject to any additional posted guidelines, rules, terms and conditions applicable to such Services, which are hereby incorporated by reference into this Agreement.

We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify or discontinue the Site, with or without notice; charge fees in connection with the use of the Site or any portion of the Site; modify and/or waive any fees charged in connection with the Site; and/or offer opportunities to some or all users of the Site. You agree that neither we nor any of our affiliates, including without limitation, those that distribute our music and our joint venture partners (collectively, "**Affiliated Entities**") shall be liable to you or to any third party for any modification, suspension or discontinuance of the Site, in whole or in part, or of any Service, content, feature or product offered through the Site. Your continued use of the Site after such changes will indicate your acceptance of such changes.

2. **Jurisdictional Issues.** The Site is controlled and operated by Company from the United States, and is not intended to subject Company to the laws or jurisdiction of any state, country or territory other than that of the United States. Company does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. Those who choose to access the Site do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. You are also subject to United States export controls and are responsible for any violations of such controls, including any United States embargoes or other federal rules and regulations restricting exports. 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. **Description of the Services.** We provide users of the Site with access to certain content and services related to Filmtheory and its artists, which may include, without limitation, music, videos, chat, forums, bulletin boards, blogs, fan clubs, photographs, graphics, video games, images, text, data, user comments, opinions, postings, weekly alerts, messages and other similar content (such content and services, collectively, the "Services").
4. **Information Submitted Through the Site.** Your submission of information through the Site is governed by Company's Privacy Policy, which is located at <http://www.triplepop.com/privacy/> (the "**Privacy Policy**"). This Agreement incorporates by reference the terms and conditions of the Privacy Policy. You represent and warrant that any information you provide in connection with your use of the Site is and shall remain true, accurate, and complete, and that you will maintain and update such information regularly. You agree that if any information you provide is false, inaccurate, obsolete or incomplete, we may terminate your use of the Site and/or any of the Services.
5. **Rules of Conduct.** While using the Site you will comply with all applicable laws, rules and regulations. In addition, we expect users of the Site to respect the rights and dignity of others. Your use of the Site is conditioned on your compliance with the following rules of conduct. 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 or hateful; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent or otherwise objectionable; or (e) protected by copyright, trademark 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 or that encourages conduct that constitutes a criminal offense.
 - Any virus, worm, Trojan horse or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of any hardware or software.
 - Any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation.
 - Use the Site for any fraudulent or unlawful purpose.
 - Harvest or collect personally identifiable information about other users of the Site.
 - Impersonate any person or entity, including any representative of Company or an Affiliated Entity; 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 Company's 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.
 - 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 Company's 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 Company's express prior, written consent.
6. **Registration; User Names and Passwords.** You may be required to register with Company in order to access certain Services or areas of the Site. With respect to any such registration, we may refuse to grant you, and you may not use, a user name (or e-mail address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion.

Your user name and password are for your personal use only, and not for use by any other person. You are responsible for maintaining the confidentiality of any password you may use to access the Site, and agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Site, to any third party. You are fully responsible for all interaction with the Site that occurs in connection with your password or user name, including without limitation all Transactions (as defined below). You agree to immediately notify Company of any unauthorized use of your password or user name or any other breach of security related to your account or the Site, and to ensure that you "log off"/exit from your account with the Site (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

7. **User Submissions.** We and/or our third party service provider(s) may make available through the Site services (for example, message boards, chat functionality and blogs, among other services) to which you are able to post information and materials. For any information and/or materials you submit through such services, or otherwise to the Site

(each, a "Submission"), you grant to Company, the Affiliated Entities and their designees a worldwide, non-exclusive, transferable, royalty-free, perpetual, irrevocable right and license, without compensation to you: (a) to use, reproduce, distribute, adapt (including without limitation edit, modify, translate, and reformat), create derivative works of, transmit, publicly display and publicly perform such Submission, in any media now known or hereafter developed, for Company's and the Affiliated Entities' business purposes, and (b) to sublicense the foregoing rights, through multiple tiers, to the maximum extent permitted by applicable law. For each Submission, you represent and warrant that you have all rights necessary for you to grant the licenses granted in this section, and that such Submission, and your provision thereof to and through the Site, comply with all applicable laws, rules and regulations.

You acknowledge and agree that (a) we reserve the right (but have no obligation) to evaluate each Submission before allowing it to be posted on the Site; and (b) we may do one or all of the following, at our discretion: (i) monitor Submissions; (ii) alter, remove, or refuse to post or allow to be posted any Submission; and/or (iii) disclose any Submissions, and the circumstances surrounding their transmission, to any third party in order to operate the Site; to protect Company, the Affiliated Entities, and their respective artists, sponsors, employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers and members, and the Site's users and visitors; to comply with legal obligations or governmental requests; to enforce this Agreement; or for any other reason or purpose.

Information and content on the Site may be provided both by Company and by third party partners, advertisers or visitors to the Site. Please note that Site visitors may post messages or make statements on the Site that are inaccurate, misleading, deceptive, or that otherwise violate this Agreement. Company, the Affiliated Entities and their respective artists neither endorse nor are responsible for any opinion, advice, information, content or statements made on the Site by third parties. Without limitation, Company, the Affiliated Entities and their respective artists are not responsible for any information or materials made available through the Site (including without limitation errors or omissions in postings or links or images embedded in messages) or results obtained by using any such information or materials. Under no circumstances will Company, the Affiliated Entities or their respective artists, sponsors, employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers or members, be liable for any loss or damage caused by your reliance on such information or materials. The opinions expressed on the Site reflect solely the opinions of the individuals who submitted such opinions, and may not reflect the opinions of Company.

In addition, Company, the Affiliated Entities and their respective artists have no control over, and shall have no liability for, any damages resulting from, the use (including without limitation republication) or misuse by any third party of information voluntarily made public through any part of the Site. 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.

8. **Unsolicited Submissions.** Neither Company nor any of the Affiliated Entities accepts, invites or considers unsolicited submissions of ideas, proposals or suggestions (collectively, "Unsolicited Submissions"), whether related to the Site, the Products, Company artists, or otherwise. If you do send us such Unsolicited Submissions, please be aware that such Unsolicited Submissions will not be treated as confidential and will become the sole property of Company and/or the Affiliated Entities without any compensation to you or to any other person. Company and the Affiliated Entities will have no obligations with respect to such Unsolicited Submissions and may use Unsolicited Submissions for any or no purpose whatsoever.
9. **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 Company, the Affiliated Entities or our licensors. Subject to your compliance with the terms and conditions of this Agreement and any other applicable terms and conditions imposed by us, the Affiliated Entities or our licensors, you have a limited, revocable right to use those Products 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 transfer to others. Any burning or exporting capabilities, if any, of any Product shall not constitute a grant or waiver of any rights of Company or 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 include and/or rely on a security framework using technology that protects digital information and imposes usage rules established by Company, the Affiliated Entities and our licensors, and you hereby agree to abide by such usage rules, including those set forth in Section 12 below.
10. **Purchases.** If you wish to purchase any Product made available through the Site, (each such purchase, a "Transaction"), you may be asked to supply certain information relevant to your 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. **YOU REPRESENT AND WARRANT THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND HAVE THE LEGAL RIGHT TO USE ANY PAYMENT MEANS USED BY YOU TO INITIATE ANY TRANSACTION.** By submitting such information, you grant Company the right to provide 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 Company's endorsement of such Products. Company reserves 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, Company has the right to refuse or cancel any orders placed for such Product. You agree to 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. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

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 reserve the right, at our sole discretion, to refuse or cancel any order for any reason. 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.

11. **Product Delivery.** Company reserves the right to change Product delivery options without notice. On occasion, technical and other problems may delay or prevent delivery of a particular Product. 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.
12. **Usage Restrictions for Products.** 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. 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. 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 for Products, including any rights for uses that require a synchronization or public performance license with respect to the underlying musical composition. The delivery of a Product does not transfer to you any commercial rights in the Product, nor does Company transfer to you any rights to use the Product for promotional or other marketing purposes. Additionally, the following usage restrictions apply based on the type of Product you are purchasing through the Site:

<u>PRODUCT TYPE</u>	<u>TERMS OF USAGE</u>
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<u>All Products</u>	All Products you purchase on or through the Site are solely for your personal, non-commercial use.
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Full Permanent
Digital Audio
Downloads

Personal Computers: You may not activate any purchased audio track on more than three (3) traditional personal computers.

CD Burning: You may not make more than seven (7) burns of a particular playlist (such as an album) to a CD.

Portable Devices: You may not transfer purchased audio tracks from personal computers to more than three (3) traditional portable devices (or to any cellular telephone or other device capable of cellular or WAP communication).

Full Permanent
Digital Video
Downloads

Personal Computers: You may not activate each purchased video on more than three (3) traditional personal computers.

No DVD Burning: You may not burn to DVD any digital copy of a purchased video.

Portable Devices: You may not transfer purchased videos from personal computers to more than three (3) traditional portable devices (or to any cellular telephone or other device capable of cellular or WAP communication).

Digital Video Rentals

Limited-time downloads or limited-access streaming to a personal computer or portable device, including mobile devices, is permitted for a period of 24 hours or such other limited time period as specified in the particular offering pursuant to which the rental occurs.

Digital Audio
Subscription Services

If you subscribe to an audio or video streaming or downloading on-demand service through the Site, you must register at least one (1) traditional personal computer (or other device that supports an industry-standard security solution and through which you may access this Site) and no more than three (3) traditional personal computers for the portion of the service (if any) that includes streaming and downloading on demand on a subscription basis. If the applicable subscription service you subscribe to provides for streaming and downloading on demand for access on portable devices, you may register up to three (3) additional portable devices (expressly excluding any cellular telephone or other device capable of cellular or WAP communication).

You may access subscription services only through a registered device and only after providing a valid and unique “user name” and “password”. Company reserves the right to authenticate any registered device as belonging to you prior to allowing you to download or stream any audio or video content to such registered device on a subscription basis.

Other

Any other types of digital products sold or offered on or in

connection with this Site are subject to the terms set forth in the specific offering pursuant to which the sale or other type of offering occurs. In the event of a conflict between these Terms of Usage and the terms and conditions set forth in such specific offering, the terms of the specific offering shall govern.

13. **Product Requirements; Compatibility.** You acknowledge that use of our Products requires other hardware and software tools (e.g., in the case of full permanent audio downloads, for making copies of Products on physical media and rendering performance of Products on authorized digital player devices), and that such hardware and software, including, without limitation, all charges therefor, are your sole responsibility. Company, the Affiliated Entities, and their respective artists shall not be responsible or liable for the loss, destruction, or damage of any Product. Company reserves the right to change at any time, with or without prior notice to you, the software or hardware required to download, transfer, copy and/or use or limit the use of any Products.

COMPANY MAKES NO WARRANTY THAT ANY PARTICULAR SOFTWARE, EQUIPMENT OR OTHER DEVICE OR SYSTEM WILL BE COMPATIBLE WITH THE PRODUCTS OR THE SITE, OR THAT ANY SOFTWARE, EQUIPMENT OR OTHER DEVICE OR SYSTEM USING THE SERVICE WILL FUNCTION IN ANY MANNER. IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOUR SOFTWARE, EQUIPMENT AND OTHER DEVICES AND SYSTEM(S) WILL FUNCTION CORRECTLY WITH THE PRODUCTS AND THE SITE.

14. **Rules for Promotions.** Any sweepstakes, contests, raffles or other promotions (collectively, "Promotions") made available through the Site may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. Company urges you to review any applicable rules (any such rules will be linked from the particular Promotion), and to review our Privacy Policy which, in addition to this Agreement, governs any information you submit in connection with such Promotions. To the extent that the terms and conditions of such rules conflict with the terms and conditions of this Agreement, the terms and conditions of such rules shall control.
15. **Company's Proprietary Rights.** The information and materials made available through the Site, including the Services, are and shall remain the property of Company and its licensors and suppliers, and are protected by copyright, trademark, patent, and/or other proprietary rights and laws. Except as expressly authorized in advance by Company, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, or create derivative works based (whether in whole or in part) on, all or any part of the Site or any materials made available through the Site.

Trade names, trademarks and service marks of Company include without limitation, FILMTHEORY and any associated logos. All trademarks and service marks on the Site

not owned by Company are the property of their respective owners. The trade names, trademarks and service marks owned by Company, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of Company trade names, trademarks or service marks without our express prior written consent.

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.

16. **Links.** The Site may provide links to other web sites and online resources. Because Company has no control over such sites and resources, you acknowledge and agree that neither Company nor the Affiliated Entities are responsible for the availability of such external sites or resources, and Company nor the Affiliated Entities neither endorse nor are responsible or liable for any content, advertising, products or other materials on or available through such sites or resources. Other web sites may provide links to the Site with or without our authorization. You acknowledge and agree that Company and the Affiliated Entities do not endorse such sites, and are not and shall not be responsible or liable for any links from those sites to the Site, any content, advertising, products or other materials available on or through such other sites, or any loss or damages incurred in connection therewith.

YOU AGREE THAT YOUR USE OF THIRD PARTY WEB SITES AND RESOURCES, INCLUDING WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEB SITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

Company shall have the right, at any time and in its sole discretion, to block links to or from the Site through technological or other means without prior notice.

17. **Limitations of Liability and Disclaimer of Warranties.** THE SITE AND ANY GOODS OR SERVICES MADE AVAILABLE THROUGH THE SITE ARE PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE, INCLUDING WITHOUT LIMITATION, ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY MATERIALS AVAILABLE THROUGH THE SITE. COMPANY, THE AFFILIATED ENTITIES, AND THEIR RESPECTIVE ARTISTS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SITE AND ANY PRODUCT OR SERVICE (INCLUDING

WITHOUT LIMITATION, THIRD PARTY PRODUCTS AND SERVICES) OBTAINED THROUGH THE SITE, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND TITLE.

NEITHER COMPANY, ANY AFFILIATED ENTITY, NOR THEIR RESPECTIVE ARTISTS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, USE, DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. IN PARTICULAR, AND WITHOUT LIMITATION, NEITHER COMPANY, ANY AFFILIATED ENTITY, NOR THEIR RESPECTIVE ARTISTS WILL BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY CONTENT POSTED ON THE SITE BY COMPANY OR ANY THIRD PARTY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. THE MAXIMUM LIABILITY OF COMPANY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO COMPANY TO ACCESS AND USE THE SITE.

While we try to maintain the integrity and security of the Site and the servers from which the Site is operated, we do not guarantee that the Site will be or remain secure, complete or correct, or that access to the Site will be uninterrupted. The Site may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Site.

If you become aware of any unauthorized third party alteration to the Site, contact us at privacyinfo@triplepop.com with a description of the material(s) at issue and the URL or location on the Site where such material(s) appear.

18. **Indemnity.** You agree to defend, indemnify and hold harmless Company and the Affiliated Entities and their respective artists, sponsors, employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers and members, 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; or (b) any violation of this Agreement by you.

19. **Termination.** This Agreement is effective until terminated. Company, in its sole discretion, may terminate your access to or use of the Site, at any time and for any reason, including if Company believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination, you shall not be permitted to use the Site and, for the avoidance of doubt, you shall not have the right to sue or otherwise bring claims against Company, the Affiliated Entities, or their respective artists in respect of such termination. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that Company may immediately deactivate or delete your password and user name, and all related information and files associated with it, and/or bar any further access to such information or files. You agree that Company, the Affiliated Entities, and their respective artists shall not be liable to you or any third party 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.
20. **Enforcement.** Company reserves the right to take steps that Company believes are necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including, without limitation, Company's right to cooperate with any legal process relating to your use of the Site and/or Products, and/or a third party claim that your use of the Site and/or Products is unlawful and/or infringes such third party's rights).
21. **Governing Law; Jurisdiction.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Texas, U.S.A., without regards to its principles of conflicts of law. Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods. You agree to exclusive jurisdiction by the federal and state courts located in Texas, U.S.A., and waive any jurisdictional, venue or inconvenient forum objections to such courts.
- You understand and agree that any unauthorized use of the Site, the Products, or any related software or materials, would result in irreparable injury to Company, the Affiliated Entities, their respective artists and/or our licensors for which money damages would be inadequate, and in such event Company, the Affiliated Entities, their respective artists and/or our licensors, as applicable, shall have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief against you. Nothing contained in this section or elsewhere in this Agreement shall be construed to limit remedies or relief available pursuant to statutory or other claims that Company, the Affiliated Entities and/or our licensors may have under separate legal authority, including, without limitation, any claim for intellectual property infringement.
22. **Filtering.** Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.

23. **Information or Complaints.** If you have a question or complaint regarding the Site, please send an e-mail to info@triplepop.com.
24. **Claims of Copyright Infringement.** The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site infringe your copyright, you (or your agent) may send Company a notice requesting that Company remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send Company a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices should be sent to:

Triple Pop Music
7635 Guadalupe St. #906
Austin, Texas 78752
Email: info@triplepop.com

We suggest that you consult your legal advisor before filing a notice or counter-notice.

25. **Contact Us.** If you have any questions regarding the meaning or application of this Agreement, please direct such questions to info@triplepop.com. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us.
26. **Miscellaneous.** This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Company. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This, together with all policies referred to herein, is the entire Agreement between you and Company relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Company relating to such subject matter.

Notices to you may be made via posting to the Site, by e-mail, or by regular mail, in Company's discretion. The Site may also provide notices of changes to this Agreement or other matters by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon

or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Company will not be responsible for failures to fulfill any obligations due to causes beyond its control. Company obtains permission from record companies and other content owners to make their musical and other content available to you through the Site. You agree that the content owners that license or otherwise make their musical and other content available to Company in connection with the Site (including, without limitation, as Products) are third-party beneficiaries under this Agreement with the right to enforce the provisions of this Agreement that directly concern their content.

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