

## SONG COOPERATIVE TERMS OF SERVICE

### 1. Your Acceptance

A. By using and/or visiting this website (collectively, including all content and available through the Song Cooperative.com domain name and any country-specific domains or subdomains thereof, the "Song Song Cooperative Website", or "Website"), you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) Song Cooperative's privacy notice, found at <http://Song Cooperative.com/privacy> and incorporated here by reference. If you do not agree to any of these terms or the Song Cooperative privacy notice, please do not use the Song Cooperative Website.

Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version. Song Cooperative may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

### 2. Song Cooperative Website

A. These Terms of Service apply to all users of the Song Cooperative Website, including users who are also contributors of video content, information, and other materials or services on the Website. The Song Cooperative Website includes all aspects of Song Cooperative, including but not limited to Song Cooperative forums, the Song Cooperative "Voice Chat" and the Song Cooperative "Video Site

B. The Song Song Cooperative Website may contain links to third party websites that are not owned or controlled by Song Cooperative. Song Cooperative has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Song Cooperative will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve Song Cooperative from any and all liability arising from your use of any third-party website.

C. Accordingly, we encourage you to be aware when you leave the Song Song Cooperative Website and to read the terms and conditions and privacy policy of each other website that you visit.

### 3. Song Cooperative Accounts

A. In order to access some features of the Website, you will have to create a Song Cooperative account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Song Cooperative immediately of any breach of security or unauthorized use of your account.

B. Although Song Cooperative will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Song Cooperative or others due to such unauthorized use.

### 4. General Use of the Website—Permissions and Restrictions

Song Cooperative hereby grants you permission to access and use the Website as set forth in these Terms of Service, provided that:

A. You agree not to distribute in any medium any part of the Website, including but not limited to User Submissions (defined below), without Song Cooperative's prior written authorization.

B. You agree not to alter or modify any part of the Website.

C. You agree not to access User Submissions (defined below) or Song Cooperative Content through any technology or means other than the pages of the Website itself, the Song Cooperative RSS Feed, or other explicitly authorized means Song Cooperative may designate.

D. You agree not to use the Website, including the Song Cooperative RSS Feed for any commercial use, without the prior written authorization of Song Cooperative. Prohibited commercial uses include any of the following actions taken without Song Cooperative's express approval:

- \* sale of access to the Website or its related services on another website;
- \* use of the Website or its related services, for the primary purpose of gaining advertising or subscription revenue;
- \* the sale of advertising, on the Song Song Cooperative Website or any third-party website, targeted to the content of specific User Submissions or Song Cooperative content;
- \* and any use of the Website or its related services that Song Cooperative finds, in its sole discretion, to use Song Cooperative's resources or User Submissions with the effect of competing with or displacing the market for Song Cooperative, Song Cooperative content, or its User Submissions.

E. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the Song Cooperative servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Song Cooperative grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches, copies, or archives of such materials. Song Cooperative reserves the right to revoke these exceptions either generally or in specific cases.

**F. You agree and understand that Song Cooperative is a private, members only, forum.** Access to material on this website requires accepting our membership contract wherein you acknowledge that you wish to become a member of this private forum and that all posts on Song Cooperative.com are intended as private communications taking place between members of a private club. THIS IS NOT A PUBLIC FORUM. Only users who have accepted our legally binding digital membership contract are able to view or post content on this website. You agree not to collect, harvest, archive, screen shot, or preserve in any way information from this website, including original posts, account names or user ID numbers.

G. In your use of the Website, you will otherwise comply with the terms and conditions of these Terms of Service, Song Cooperative Community Guidelines, and all applicable local,

national, and international laws and regulations.

H. Song Cooperative reserves the right to discontinue any aspect of the Song Cooperative Website at any time.

## 5. Your Use of Content on the Site

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of content on the Song Cooperative Website.

A. The content on the Song Cooperative Website, except all User Submissions (as defined below), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Song Cooperative, subject to copyright and other intellectual property rights under the law. Content on the Website is provided to you AS IS for your information and personal use only and may not be downloaded, copied, modified, produced, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, translated, published, performed or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Song Cooperative reserves all rights not expressly granted in and to the Website and the Content.

B. You may access User Submissions solely:

- \* for your information and personal use;
- \* as intended through the normal functionality of the Song Cooperative Service; and

C. User Comments are made available to you for your information and personal use solely as intended through the normal functionality of the Song Cooperative Service. User Comments are made available "as is", and may not be used, copied, modified, produced, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, downloaded, translated, published, performed or otherwise exploited in any manner not intended by the normal functionality of the Song Cooperative Service or otherwise as prohibited under this Agreement.

D. You may access Song Cooperative Content, User Submissions and other content only as permitted under this Agreement. Song Cooperative reserves all rights not expressly granted in and to the Song Cooperative Content and the Song Cooperative Service.

E. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website for any commercial purposes.

F. You agree not to circumvent, disable or otherwise interfere with security-related features of the Song Song Cooperative Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Song Cooperative Website or the Content therein.

G. You understand that when using the Song Cooperative Website, you will be exposed to User Submissions from a variety of sources, and that Song Cooperative is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to

User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Song Cooperative with respect thereto, and agree to indemnify and hold Song Cooperative, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

## 6. Your User Submissions and Conduct

A. As a Song Cooperative account holder you may submit video content ("User Videos") and textual content ("User Comments"). User Videos and User Comments are collectively referred to as "User Submissions." You understand that whether or not such User Submissions are published, Song Cooperative does not guarantee any confidentiality with respect to any User Submissions.

B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize Song Cooperative to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions and have all necessary consents to collect, use and disclose any personally identifiable information contained or displayed in any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service.

C. For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting User Submissions to Song Cooperative, you hereby grant Song Cooperative a worldwide, non-exclusive, royalty-free, sub licenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Song Cooperative Website and Song Cooperative's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Song Cooperative Website (and derivative works thereof) in any media formats and through any media channels. You also hereby waive any moral rights you may have in your User Submissions and grant each user of the Song Song Cooperative Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service. The above licenses granted by you are perpetual and irrevocable.

D. In connection with User Submissions, you further agree that you will not submit material that is, unlawful, hateful, harmful, racist, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner and the necessary consents from any individuals whose personally identifiable information is contained in such material to post the material and to grant Song Cooperative all of the license rights granted herein.

E. Song Cooperative does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Song Cooperative expressly disclaims any and all liability in connection with User Submissions. Song Cooperative does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and Song Cooperative will remove all Content and User Submissions if properly notified that

such Content or User Submission infringes on another's intellectual property rights or contravenes any applicable privacy legislation. Song Cooperative reserves the right to remove Content and User Submissions without prior notice.

#### 7. Account Termination Policy

A. Song Cooperative may terminate a User's access to its Website at any time without notice for any reason or no reason at all.

B. Song Cooperative reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement or privacy law, such as, but not limited to, hate crimes, pornography, obscene or defamatory material, or excessive length. Song Cooperative may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

#### 8. Copyright Policy

A. Song Cooperative operates a clear copyright policy in relation to any User Submissions that are alleged to infringe the copyright of a third party. Details of that policy can be found here <http://video.SongCooperative.com/t/copyright.php>.

B. As part of Song Cooperative's copyright policy, Song Cooperative will terminate user access to the Website if a user has been determined to be a repeat infringer. A repeat infringer is a user who has been notified of infringing activity more than twice.

#### 9. Warranty and Condition Disclaimer

**YOU AGREE THAT YOUR USE OF THE SONG COOPERATIVE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, SONG COOPERATIVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, LEGAL, STATUTORY, CONTRACTUAL, EXTRA-CONTRACTUAL, DELICTUAL OR IN TORT, AND WHETHER ARISING BY LAW, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE, OR THE PARTIES' CONDUCT OR COMMUNICATION WITH ONE ANOTHER, OR AS A RESULT OF THE NATURE OF THESE TERMS AND CONDITIONS, THE WEBSITE AND YOUR USE THEREOF OR IN CONFORMITY WITH USAGE, EQUITY OR LAW OR OTHERWISE. SONG COOPERATIVE MAKES NO WARRANTIES, CONDITIONS OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY, PROPERTY, BODILY, MORAL OR MATERIAL DAMAGE OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE Song Cooperative Website. SONG COOPERATIVE EXPRESSLY DISCLAIMS ANY WARRANTY OR**

**CONDITION OF ANY KIND OF FITNESS FOR A PARTICULAR OR GENERAL PURPOSE, QUALITY, MERCHANTABILITY, WORKMANSHIP, NON-INFRINGEMENT, OR TITLE AND OWNERSHIP. SONG COOPERATIVE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SONG SONG COOPERATIVE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND SONG COOPERATIVE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS ARE HEREBY DISCLAIMED.**

#### **10. Limitation of Liability**

**IN NO EVENT SHALL SONG COOPERATIVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY, PROPERTY, BODILY, MORAL OR MATERIAL DAMAGE OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SONG SONG COOPERATIVE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY LAW, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE, OR THE PARTIES' CONDUCT OR COMMUNICATION WITH ONE ANOTHER, OR AS A RESULT OF THE NATURE OF THESE TERMS AND CONDITIONS OR IN CONFORMITY WITH USAGE, EQUITY OR LAW OR OTHERWISE, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.**

**YOU SPECIFICALLY ACKNOWLEDGE THAT SONG COOPERATIVE SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.**

**Song Cooperative makes no representations that the Song Song Cooperative Website is appropriate or available for use in other locations. Those who access or use the Song Cooperative Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.**

#### **11. Indemnity**

**You agree to defend, indemnify and hold harmless Song Cooperative, its parent corporation, officers, directors, employees and agents, from and against any and all claims, demands, causes of action, damages, obligations, losses, liabilities, costs or debt, and expenses, (including but not limited to reasonable legal fees) arising from: (i) your use of and access to the Song Cooperative Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, intellectual property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Song Cooperative Website.**

## **12. Ability to Accept Terms of Service**

**You affirm that you are either more than the age of majority in your jurisdiction of residence, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 18, as the Song Cooperative Website is not intended for children under 18. If you are under 18 years of age, then please do not use the Song Song Cooperative Website—there are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.**

## **13. Assignment**

**These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Song Cooperative without restriction.**

## **14. General**

**You agree that: (i) the Song Song Cooperative Website shall be deemed solely based in the country of Jersey; and (ii) the Song Song Cooperative Website shall be deemed a passive website that does not give rise to personal jurisdiction over Song Cooperative, either specific or general, in jurisdictions other than the country of Jersey. Unless prohibited by local law, these Terms of Service shall be governed by the internal substantive laws of the Country of Jersey, without respect to its conflict of laws principles. Unless prohibited by local law, any claim or dispute between you and Song Cooperativethat arises in whole or in part from the Song Song Cooperative Website shall be decided exclusively by a court of competent jurisdiction located in the country of Jersey. These Terms of Service, together with the Privacy Notice at <http://SongCooperative.com/privacy> and any other legal notices published by Song Cooperative on the Website, shall constitute the entire agreement between you and Song Cooperative concerning the Song Cooperative Website. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Song Cooperative's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. Song Cooperative reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of**

**the Song Cooperative Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. TO THE MAXIMUM EXTENT PERMITTED BY LOCAL LAW, YOU AND Song Cooperative AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE Song Cooperative Website MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

#### **15. Language**

**The parties confirm that it is their wish that this agreement, as well as any other documents relating to this agreement, including notices, schedules and authorizations have been and shall be drawn up in the English language only. Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement.**