

Terms of Use Agreement

AudioUnderground, Inc. (“AudioUnderground”) is a company providing a service that allows members to listen to, purchase, and download music and podcasts; post comments; create blogs; upload pictures, audio, and video; and otherwise be part of an online music community. By using the AudioUnderground Website (the “Website”) you agree to be bound by these Terms of Use (this “Agreement”), whether or not you register as a member (“Member”). If you want to become a Member, communicate with other Members, and use the services mentioned above (the “Service”), please read this Agreement and indicate your acceptance by following the instructions in the Registration process.

This Agreement sets out the legally binding terms for your use of the Website and your Membership in the Service. AudioUnderground may modify this Agreement from time to time and shall notify you if such changes are made. Upon notification of any changes you will be bound by the new changes unless you notify AudioUnderground that you no longer wish to abide by the Terms of Use as presented. This Agreement includes AudioUnderground’s policy for acceptable use and content posted on the Website; your rights and obligations; restrictions regarding your use of the Website and the Service; and AudioUnderground’s Privacy Policy. A copy of the current Terms of Use agreement shall be available at all times on the AudioUnderground site.

Please choose carefully the information you post on AudioUnderground and that you provide to other Members. Any postings to AudioUnderground may not include the following items: any language or other material that is harassing, threatening, libelous, obscene, profane, sexually explicit, or otherwise objectionable; any photographs or video content containing nudity or obscene, lewd, excessively violent, harassing, hateful, sexually explicit or otherwise objectionable subject matter. Information or postings provided by other AudioUnderground Members may contain inaccurate, inappropriate, or offensive material, products, or services, and AudioUnderground assumes no responsibility or liability for such material. Such material, if posted to the Website, constitutes a violation of this Agreement.

A Member must notify AudioUnderground immediately upon viewing any objectionable material such that AudioUnderground may remove the same from the AudioUnderground site. AudioUnderground reserves the right, in its sole discretion, to reject, refuse to post, or remove any posting by you, or to restrict, suspend, or terminate your access to all or any part of the Website and/or Services at any time, for any reason or no reason, with or without prior notice, and without liability.

By participating in any virtual, non-virtual, or live events produced, presented or sponsored by AudioUnderground, or by reading, listening to, or viewing any material on the Website, you agree to release and hold AudioUnderground harmless from any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, either directly or indirectly related to or arising from your participation in any such AudioUnderground event or reading, listening to, or viewing any such material.

The following set out the basic rules and regulations for the Website:

1. Eligibility. Membership in the Service is void where prohibited by law. By using the Website and the Service, you represent and warrant that all registration information you submit is truthful and accurate and that you agree to maintain the accuracy of such information. You further represent and warrant that you are 13 years of age or older and that your use of AudioUnderground shall not violate any applicable law or regulation. Your Membership is solely for your personal use, and you shall not authorize others to use your account. You are solely responsible for all Content published or displayed through your account and for your interactions with other members.

If you are under the age of 18, you must have a parent or legal guardian's permission to use this service. By clicking the "I accept" button or otherwise accepting this agreement in any other form, such as email, mail, or from the Web site, you are acknowledging that you do, in fact, have the necessary permissions to use this service if you are under the age of 18.

2. Term. This Agreement shall remain in full force and effect while you use the Website, leave any postings or other material on the Website, use the Service, and/or are a Member. You may terminate your membership at any time, for any reason, by following the instructions on the member account page. AudioUnderground may terminate your membership for any reason, effective upon sending notice to you at the email address you provide in your Membership application or such other email address as you may subsequently provide to AudioUnderground.

3. Non-Commercial Use by Members. The Website is for the personal use of Members only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by the management of AudioUnderground. Individual, previous approval is necessary from the AudioUnderground management for all such commercial endeavors. Illegal and/or unauthorized use of the Website will be investigated, including collecting usernames and/or email addresses of Members by electronic or other means for any purpose including the purpose of sending unsolicited email or unauthorized framing of or linking to the Website. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from member comments, blogs, or other postings without notice and may result in termination of membership privileges. Appropriate legal action may be taken by AudioUnderground for any illegal or unauthorized use of the Website.

4. Proprietary Rights in Content on AudioUnderground. AudioUnderground owns and retains all proprietary rights in the Website and the Service. The Website contains copyrighted material, trademarks, and other proprietary information of AudioUnderground and its licensors. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, download, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

5. Content Posted on the Site. (a) You understand and agree that AudioUnderground may review and delete any content, messages, text, files, images, streams, audio files or material, AudioUnderground Messenger messages, photos, videos, sounds, profiles, works of authorship, or any other materials (collectively, "Content") that in the sole judgment of AudioUnderground

violate this Agreement or that may be offensive or illegal or that violate the rights of, harm, or threaten any Member. (b) You are solely responsible for the Content that you publish or display (hereinafter, "post") on the Service or any material or information that you transmit to other Members. (c) By posting any Content to the public areas of the Website, you hereby grant to AudioUnderground the non-exclusive, worldwide license to use, publicly perform, publicly display, modify, and translate such Content on the Website. You represent and warrant that: (i) you own the Content posted by you on the Website or otherwise have the right to grant the license set forth in this section, and (ii) your Content does not violate the privacy rights, publicity rights, copyright rights, intellectual property rights, or any other rights of any person, and (iii) the posting of your Content on the Website does not result in a breach of any contract involving you, the author or creator of the material, or a third party. You agree to pay for all royalties, fees and any other monies owing any person by reason of any Content you post on the Website. (d) The following is a partial list of the kind of Content that is illegal or prohibited on the Website. AudioUnderground reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Service and terminating the membership of such violators. Prohibited Content includes Content that: (i) is obscene, threatening, patently offensive, or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (ii) harasses or advocates harassment of another person; (iii) involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming"; (iv) promotes information that is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (v) promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files; (vi) contains restricted or password-only access pages or hidden pages or images (those not linked to or from another accessible page); (vii) provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18; (viii) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; (ix) solicits passwords or personal identifying information for commercial or unlawful purposes from other users; or (x) involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; (xi) for artist, band or musician profiles, uses sexually suggestive imagery or any other unfair, misleading or deceptive content intended to draw traffic to the profile. (e) You must use the Service in a manner consistent with any and all applicable laws and regulations. (f) You may not include in your Member profile any telephone numbers, street addresses, last names, URLs or email addresses. (g) You may not engage in advertising to, or solicitation of, any Member to buy or sell any products or services through the Service. You may not transmit any chain letters or junk email to other Members. Although AudioUnderground cannot monitor the conduct of its Members off the Website, it is also a violation of these rules to use any information obtained from the Service in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent. (h) You may not cover or obscure the banner advertisements on your personal profile page, or any AudioUnderground page via HTML/CSS or any other means. (i) Any automated use of the system, such as using scripts to add friends, is prohibited. (j) You may not attempt to impersonate another user or person. (k) You may not use the

account, username, or password of another Member at any time nor may you disclose your password to any third party or permit any third party to access your account.

6. Copyright Policy. You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of AudioUnderground to terminate membership privileges of any member who repeatedly infringes copyright upon prompt notification to AudioUnderground by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please email audioundergroundinc@gmail.com with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Website; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or by law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

7. Member Disputes. You are solely responsible for your interactions with other AudioUnderground Members. AudioUnderground, Inc. reserves the right, but has no obligation, to monitor disputes between you and other Members.

8. Downloading Music. You agree that you will abide by the license provided herein in regard to the downloading of music from this website. Any download purchase of a digital musical file, whether for no charge or for a fee, from this Website shall entitle you to personal use of such digital music file throughout the world for the life of the copyright in the sound recording and the musical work embodied in the sound recording. Your use of any purchased or free digital musical file shall allow you to transfer the file to your own computer, portable music device or to burn the same on a CD-ROM or other digital music storage media, but shall not entitle you to transfer such digital music file to any third party or to place such digital music file on a peer-to-peer network or to transfer such digital music file to any media that is not solely owned and controlled by you. You acknowledge and agree that to violate the terms as set out above shall constitute a copyright infringement under the copyright laws of the United States, the Copyright Act of Canada, and legislation set by all signatories to the international Berne Convention for the Protection Of Literary and Artistic Works.

9. Privacy. Use of the Website and/or the Service is also governed by our Privacy Policy:

Information Collection and Use by AudioUnderground

AudioUnderground collects user submitted information such as name, email address, and age to authenticate users and to send notifications to those users relating to the AudioUnderground service. AudioUnderground also collects other profile data including but not limited to: personal interests, gender, age, education and occupation in order to assist users in finding and communicating with each other.

AudioUnderground also logs non-personally-identifiable information including IP address, profile information, aggregate user data, and browser type, from users and visitors to the site. This data is used to manage the website, track usage, and improve the website services. This non-personally-identifiable information may be shared with third parties to provide more relevant services and advertisements to members. User IP addresses are recorded for security and monitoring purposes.

User Profile information including members' photos and first names are displayed to people in order to facilitate user interaction in the AudioUnderground music community. User's email address is not shared or displayed to people within a user's personal network. Users within an AudioUnderground network communicate on AudioUnderground with each other internally through the AudioUnderground service, without disclosing their email addresses. Users' full names are never directly revealed to other members. To facilitate searching on the Website, AudioUnderground allows users to search for other members using first and last name, band or artist name, or company name.

We may also use a User's email address to send updates, a newsletter, or news regarding the Service. Users may choose not to receive email of this type by changing their "notification" setting to "Do not send me notification emails" in the user "Account Settings."

From time to time, AudioUnderground or a partner may sponsor a promotion or contest on AudioUnderground. Users may be asked to provide personal information including name, email address, or home address or to answer questions in order to participate. We may transfer personal information to certain ad partners that you have explicitly requested to receive information from. It will be clear at the point of collection who is collecting the personal information and whose privacy statement will apply.

Links.

AudioUnderground contains links to sites. AudioUnderground is not responsible for the privacy policies and/or practices on other sites. When linking to another site a user should read the privacy policy stated on that site. Our privacy policy only governs information collected on AudioUnderground.

Chat Rooms, Journals and WebLogs, Message Boards, Classifieds and Public Forums.

Please be aware that whenever you voluntarily post public information to Journals, WebLogs, Message Boards, Classifieds, or any other Public Forums, that information can be accessed by the public and can in turn be used by those people to send you unsolicited communications.

Correcting/Updating or Removing Information.

AudioUnderground users may modify or remove any of their personal information at any time by logging into their accounts and accessing features such as Edit Profile and Account Info.

Security.

AudioUnderground member accounts are secured by member-created passwords. AudioUnderground takes precautions to ensure that member account information is kept private. We use reasonable measures to protect member information that is stored within our database,

and we restrict access to member information to those employees who need access to perform their job functions, such as our customer service personnel and technical staff. Please note that we cannot guarantee the security of member account information. Unauthorized entry or use, hardware or software failure, and other factors may compromise the security of member information at any time.

Sharing and Disclosure of Information That AudioUnderground Collects.

Except as otherwise described in this privacy statement, AudioUnderground will not disclose personal information to any third party unless we believe that disclosure is necessary: (1) to conform to legal requirements or to respond to a subpoena, search warrant or other legal process received by AudioUnderground, whether or not a response is required by applicable law; (2) to enforce the AudioUnderground Terms of Use Agreement or to protect our rights; or (3) to protect the safety of members of the public and users of the service. AudioUnderground reserves the right to transfer personal information to a successor-in-interest that acquires rights to that information as a result of the sale of AudioUnderground or substantially all of its assets to that successor in interest.

10. Disclaimers. AudioUnderground is not responsible for any incorrect or inaccurate Content posted on the Website or in connection with the Service provided, whether caused by users of the Website, Members or by any of the equipment or programming associated with or utilized in the Service. AudioUnderground is not responsible for the words, posted materials, or conduct, whether online or offline, of any user of the Website or Member of the Service.

AudioUnderground assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any user or Member communication. AudioUnderground is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or at any Website or combination thereof, including any injury or damage to users and/or Members or to any person's computer related to or resulting from participation or downloading materials in connection with the Website and/or in connection with the Service. Under no circumstances shall AudioUnderground be responsible for any loss or damage, including personal injury or death, resulting from use of the Website or the Service or from any Content posted on the Website or transmitted to Members, or any interactions between users of the Website, whether online or offline. The Website and the Service are provided "AS-IS" and AudioUnderground expressly disclaims any warranty of fitness for a particular purpose or non-infringement. AudioUnderground cannot guarantee and does not promise any specific results from use of the Website and/or the Service.

11. Limitation on Liability. IN NO EVENT SHALL AudioUnderground BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE WEB SITE OR THE SERVICE, EVEN IF AudioUnderground HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AudioUnderground's LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND

REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO AMOUNT PAID, IF ANY, BY YOU TO AudioUnderground FOR THE SERVICE DURING THE TERM OF MEMBERSHIP.

12. Disputes. If there is any dispute about or involving the Website and/or the Service, by using the Website, you agree that any dispute shall be governed by the laws of the State of Ohio, United States of America, without regard to conflict of law provisions; and you agree to personal jurisdiction by and venue in the courts of Columbiana County, State of Ohio, United States of America.

13. Indemnity. You agree to indemnify and hold AudioUnderground, its subsidiaries, affiliates, officers, agents, Members, Users, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable legal fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.

14. Other. This Agreement is accepted upon your use of the Website and is further affirmed by your becoming a Member of the Service. This Agreement constitutes the entire agreement between you and AudioUnderground regarding the use of the Website and/or the Service. The failure of AudioUnderground to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. If any part of this Agreement is found to be invalid, all other provisions shall remain in full force and effect. Please contact us with any questions regarding this Agreement. AudioUnderground is a trademark of AudioUnderground, Inc.