



WorldMusicLink™

WorldMusicLink.com User Agreement:

Effective as of July 8, 2009

By registering, displaying, accessing, viewing, interacting, uploading, downloading, or otherwise using WorldMusicLink™ (WorldMusicLink.com) or any Web Page, attribute, or feature made available to you through the WorldMusicLink.com site (the “Site”, “Website”, “System”) as part of its services (the “Services”), you engage in a legally-binding agreement with WorldMusicLink™ Corporation (the “Company”, “We”), 200 Clocktower Pl., Carmel, CA 93923 USA, that are based on the terms of the WorldMusicLink User Agreement as per below (the “Agreement”). If you are using our Services on behalf of an organization or third party, you may have a separate agreement with the Company, but you are still bound by this Agreement.

If you do not agree with the terms (the “Terms”) set forth herein, you are under no obligation to register, access, or use the site or its Services, and should NOT click “Join”, “Register”, or “Sign Up” and begin the registration process to enter, access, or use the site or its Services under any condition, for any reason. It is understood by both parties, that by accessing, registering, viewing, using or engaging with the Website or any of its Services, that you AGREE with the Terms and Conditions of this User Agreement and are bound by them. **Please know that you are engaging into a Legally Binding Agreement.**

I. REGISTRATION:

a) Access:

In order for you to access our Website, the Services, or the Content / information (the “Content”) contained within, you must register as a valid user (the “User”) and establish an Account (the “Account”) – either Basic (free) or PRO (subscribed). At any point in time, for any reason, the Company may suspend and / or terminate your Account. Upon suspension or termination of your registration as a User, you will not be granted access to your Account, and will no longer be allowed access to the Services contained within the Website or within your Account (see Termination XII for more details).

b) Registration Information:

You agree that all information inputted, entered, or submitted during the Registration Process (“Registration Process”) is true, accurate, complete, current, and valid as to the best of your abilities. Furthermore, you agree that if at any point in time, the information contained within any section of your Account, Settings, Profile (the “Profile”), or Registration becomes obsolete, invalid, untrue, or incomplete, that you will seek to update and reconcile all differences to become true, accurate, complete, current, and valid.

c) Privacy Policy

The Company may use all information entered into any portion of your Registration, Profile, or Account subject to the Company’s Privacy Policy. By indicating your

agreement with this User Agreement, you consent to have your personal and professional information / data used by the Company as set forth in the Privacy Policy.

II. Service Eligibility:

Even though the Company takes appropriate measures to help protect the community and its users by way of “Report Abuse” submission forms and Site monitoring, **there may be some areas of the site that are inappropriate for minors**. As our site may contain inappropriate material in the form of text, media (music, pictures, video), documents, messages, links (third party website links), sounds or files uploaded by site users / community members, we require that all Individuals or Users under the age of eighteen (18) be prohibited from accessing, using, or engaging with any portion of the Site or its Services. **By registering, you hereby acknowledge and represent in good faith that you are 18 years of age or older.**

Additionally, you represent and warrant that you:

- A) are not under the age of 18 (if a resident of Alabama or Nebraska, not under the age of 19, and if a resident of Mississippi, not under the age of 21);
- B) have not previously been suspended or removed from WorldMusicLink;
- C) are not a direct competitor of and / or to WorldMusicLink;
- D) do not operate more than one Account (unless acting on behalf of a valid Corporation or business whereby employees utilize more than one Account with valid information and in good business practice, and have submitted prior written consent and been approved by the Company to do so);
- E) have and maintain full authority, power, and capability to enter into this Agreement.

III. User Name, Password & Account Protection:

Maintain the security of your WorldMusicLink™ Account by keeping your User Name and Passwords secret, confidential, and away from the misuse of other individual users. Do not let others access your Account on your behalf or use other users' Accounts for any purpose, at any time. You are held solely responsible for the use or misuse of your User Name, Password, and Account Information. If you suspect that another individual has gained entry or access into your Account, you are hereby told that you must notify the Company immediately via email [abuse@worldmusiclink.com], and shut / close down your Account. If you suspect that your Account security was compromised by a fault in our system / security, then you may prove in writing (within 30 days from the time of the incident) about the issue via email [abuse@worldmusiclink.com]. You are hereby prohibited from selling, distributing, exchanging, or transferring your WorldMusicLink™ Account or any information therein to another party or charging anyone any fee for using your Account, information, or Service(s) of WorldMusicLink™ at any time, for any reason.

IV: Indemnification:

You must indemnify and hold us harmless for any damages, outcomes, malpractice, losses, costs, (including, but not solely limited to, reasonable attorney's fees) related to third party claims, charges or investigations caused by:

- A) your inability or failure to agree and act in accordance with these Terms;
- B) any Content or information that you submit to WorldMusicLink™;
- C) any activity or use in which you engage in through WorldMusicLink™ or its Services.

V: Submission of Content (User Generated):

User generated content (the “Content”) relates to any information, data, code, graphics, photographs, images, links, text, software, files, music, pictures, videos, messages, documents, or other content that is created, uploaded, entered, submitted, or distributed on your behalf by way of WorldMusicLink™, the Site, and its Services.

You agree that all user generated Content is of and for the use of ethical, normal business practice within the boundaries and scope of our implied Services, and that its intention is not to harm, abuse, or offend the viewers or users of that Content. You hereby acknowledge that you are held solely responsible, and indemnify and hold the Company NOT RESPONSIBLE, for all Content uploaded, entered, submitted, created, and distributed through the Site, or made available by way of its Services.

You agree that any Content uploaded or disseminated through the Site, Account, or Services on your behalf does not violate the rights of any third party, copyright, trade or service mark, privacy, patent (proprietary), or other personal or professional rights. Furthermore, you agree that no Content defames others or contains libelous or unlawful material. You represent and warrant that you have all legal rights necessary to publish, distribute, or make available through our Services any Content on the Site of that you own or are the sole Creator of such Content and materials.

It is our right and policy to not publish, promote, or by way of our Services distribute any materials or Content that is of an infringed copyrighted nature. It is your responsibility, if and when deemed appropriate by you, to promptly notify the Company of any Content that you believe is in violation of any trademark, service mark, or copyrighted nature by a 3rd party. Upon the receipt of your claim of infringed copyrighted material, under the Digital Millennium Copyright Act (DMCA) of 1998, we will respond in an expedited manner to remove and / or discontinue the promotion, distribution, or publishing of the outlined material in question. We will follow the procedures set forth by the Digital Millennium Copyright Act to resolve such issues among the proposed ‘Infringer’ and the ‘Notifying Party’. In accordance with the Digital Millennium Copyright Act, a clearly stated written notice must be submitted to the following Designated Agent for this Site:

WorldMusicLink™ Corporation
ATTN: Designated Agent
200 Clocktower Place, Suite 201-A
Carmel, CA 93923 U.S.A.

Upon receiving the aforementioned notification of a copyright violation on the Site, the Company:

- a) May remove or disable access to the information, material, Content, or media that is alleged to be of a violation.
- b) The Company may forward the written notification to the alleged violator.
- c) The Company may take reasonable steps necessary to promptly notify and advise the alleged violator to remove, disable, and take-down the material in question.

Counter-Notification:

If the alleged violator believes that the notice of copyright infringement has been falsely filed to them, their recourse may include the filing and submission of a Counter-notification in response to the claim of copyright infringement to WorldMusicLink™. To expedite the process, and be considered a valid, and effective Counter-Notification, the notice must:

- a) Be submitted via electronic (email) or physical means (letter);
- b) Contain an electronic or physical signature by the alleged infringer;
- c) Include information as to the identification of the material in question, and proof of its location and creation prior to any removal or disabling by the Company;
- d) A true and accurate statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed, disabled, and as a result of a wrongful misidentification of the material, that it be removed and disabled.
- e) The alleged infringer's contact information must be true, accurate, and complete to include: Name, Address, Telephone Number, Account Name and must include a statement that all information contained within the aforementioned consents to the Federal District Court for the judicial district in which the address is located. If the alleged infringer is outside of the United States, that they will accept in good faith any service of process from the individual providing the original notification of an infringement or will provide an agent to serve as such.

Upon receipt of the Counter-Notification from the individual, the Company:

- a) May promptly provide you with a copy of the Counter-Notification;
- b) Disable, Discontinue, or Remove the material in question within ten (10) business days;
- c) May discontinue providing access to the material in question if in fact we receive written notice within ten to fourteen (10 – 14) business days following the Counter-Notification that an action has been properly filed to seek a court order against the infringer to restrain the user from engaging in continued copyright infringement activity of a similar nature on the Company's Site.

* We strongly urge you to seek the advice of proper legal counsel prior to the submission of any materials, notifications, or counter-notifications to the Company.

At any time, for any reason, the Company possesses the right to decide not to publish, distribute, or make available through our Services any user Content to include the removal (or refusal to include) [of] any uploaded / created Content at our appropriate discretion. You agree and hereby acknowledge that the Company, upon its discretion disclose your Content to: a) Comply with law enforcement agencies, court orders, or other legal processes b) protect the overall safety, satisfaction, and rights of our individuals and site users c) settle any such disputes or disagreements over intellectual property rights / proper ownership.

VI: Premium / Paid Services:

If you have access or engagement with any of WorldMusicLink's Premium or Paid Services (not limited to Subscriptions), this User Agreement applies and is enforced to the fullest extent for the use of such Services.

You agree to pay in full via one of the acceptable payment methods outlined at time of purchase, the amount(s) for which the Subscribed Account or Service(s) you have selected via our Site at time of purchase or registration, where indicated. You indemnify and hold us (the Company) harmless and waive any claim against the Company for any loss of data, financial information or monetary damage(s) during the payment process for any Subscription, renewal of service, or other Service charge.

We strive to secure all data transmission by using industry standard safeguard practices to include: SSL, HTTPS, Password Protection upon log in, and encryption where deemed, in our opinion, appropriate.

Non-Payment Procedure for Service(s) & Subscriptions:

If at any point in time you do not pay us in full for the Service(s) or subscription granted to you by our Company, we reserve the right to suspend, withdraw, cancel, or de-activate you Account, Service(s), and remove / purge all Content uploaded previously by you (stored on your Account) at any point in time after the time of a non-payment event occurrence without prior notice given to you.

If for some reason, any transaction charge for Service(s) or an Account Subscription is not processed properly or your payment method is declined for any reason, we reserve the right to add the additional fee(s) associated with your selection owed to us, onto your Account Balance, and charge you the remaining sum at the following Billing Cycle period once a new payment source is made available by you to us (whether or not we continue to provide access to your Account or Service(s) during that non-paid period).

We may attempt to re-process your outstanding balance (via the payment method provided by you previously) up to three (3) times more, in an effort to reconcile the owed difference. If by the third (3rd) attempt, the payment is not processed properly, we will likely de-activate your Account, notify you of the action, and may proceed to add that amount to your accruing balance (owed at next payment cycle). In case of a non-payment occurrence, we reserve the right at anytime thereafter, to suspend access to your Account and Service(s), and all of its Content, and may attempt to notify you within ten (10) business days via a notification email – sent to the email address we have on file (provided to us by you at time of registration) – of the suspension.

If at any time, we have exhausted our accounts receivable / collection options, we reserve the right to forward your Account information and outstanding amount to a

3rd party Collection Agency of our choice to handle the bad debt. It is the Agency's responsibility then to rectify the un-paid sum for services rendered.

Account Cancellations:

At your discretion, you may choose to terminate or de-activate your Account. **All cancellations must be made within 5 business days of the last day of the next billing period (as per your prior subscription or Service purchase), for a proper cancellation event to take place. If a cancellation claim is made after that time, than your payment source may be accidentally charged for the next period for continued Services.**

If at any time, you wish to cancel, de-activate, and un-subscribe to our Service(s), you are hereby notified to file a proper claim to us via standard USPS mail or electronically to:

Mail To:

WorldMusicLink™ Corporation
Attn: Account Cancellation Services
200 Clocktower Place, Suite 201-A
Carmel, California 93923 U.S.A.

OR

Email:

WorldMusicLink™ Corporation
E: unsubscribe@worldmusiclink.com

To be deemed a valid and complete claim, the claim MUST contain your:

- full name
- account name
- subscription / service type(s)
- billing address
- telephone number
- email address

Refunds for Account Cancellations:

Refunds are **ONLY** given to **Quarterly** and **Annual** PRO subscription holders, and are to be **pro-rated** based on the amount of time (in calendar months) that the Service(s) have been received in proportion to the amount of time left in the subscription period - meaning if you choose to terminate your account in the second month of your paid Quarterly (3 month) subscription period, WorldMusicLink™ will refund one (1) month of your subscription fee(s) to the payment source you provided at the prior payment period.

Once a proper termination claim is received (counting that day as the termination date), we will process your refund on a pro-rated basis within 7-10 business days – and will cancel / de-activate your Account / Paid Services immediately upon claim processing.

We reserve the right to cancel your account at any time for a violation of this User Agreement. **It is YOUR RESPONSIBILITY to file a proper claim for a refund issuance within 30 days after your Account has been terminated.** Upon receipt of the claim, we will process a refund to you in accordance to the same *pro-rated* manner aforementioned.

Mis & Wrongly Charged Accounts / Services:

If at any time feel that you have been mis or wrongly charged for your Premium or Paid Services provided to you by WorldMusicLink™, you are hereby notified to file a proper claim to us via standard USPS mail or electronically to:

Mail To:

WorldMusicLink™ Corporation
Attn: Billing Department
200 Clocktower Place, Suite 201-A
Carmel, California 93923 U.S.A.

OR

Email: support@worldmusiclink.com

To be deemed a valid and complete claim, the claim MUST contain your:

- full name
- account name
- billing address
- telephone number
- email address
- date and amount of subscription / Premium service purchased
- date and amount of the mis or over-charge occurrence

Upon receipt of the claim (and counting that day as the starting point), our staff will process the claim in an expeditious manner, and will notify you of an appropriate decision or best administrative re-course / remedy via email within 7-10 business days.

It is our mission to always provide superior service to our users, however we ask for your full cooperation and understanding during the submission and review process of your claim. Please note that we utilize the services of a secure, outsourced payment processing firm – and will have to process and share the claim with them on an as needed basis. **If submitted, you agree that you entitle our Company to share your claim with the appropriate parties needed to rectify the matter in an expeditious manner.**

Refunds for Mis / Over Charged Accounts & Service(s):

Refunds on Subscriptions / Paid Services are to be assessed upon receipt and processing of a completed refund claim. You have **45 days** from the payment date to open a dispute and file the claim. If determined that the claim is both completed in full, and that a valid refund is owed, the refund amount will be administered (at the sole discretion of the Company) and dispersed within 7-10 business days from the day the claim was received.

Depending on the type of payment source used to purchase the Subscription or Service(s), there may be a time delay between the time the refund is given and the time it clears or is added to your payment source. We will attempt to refund the amount owed to you via the payment source you provided as of the last payment period (or as per your Account).

PayPal Refund Resolution Center:

If you've purchased a subscription or Service(s) using a PayPal Account, you may also file a dispute via their Resolution Center **IN ADDITION** to filing a claim as mentioned by the guidelines above. You can open a dispute in the Resolution Center to contact our Company directly and resolve a problematic transaction. You agree to be bound in addition to our User Agreement, PayPals' User Agreement found here [<http://www.paypal.com/cgi-bin/webscr?cmd=xpt/UserAgreement/ua/USUA-outside#spp-policy>] . We will respond to your PayPal dispute in the same manner as per above as we handle WorldMusicLink™ claims, and will determine an appropriate decision or best administrative re-course / remedy / refund via email within 7-10 business days from date of receipt.

No Recourse for Determination of Non-Refunds:

If we elect NOT to issue you a refund based on a) the submission of invalid, incomplete, or inaccurate information in your refund claim b) a decision that no refund is necessary or you are not entitled to one based on the terms of this Agreement, you agree to be bound by our final administrative decision and shall have no other recourse as to a refund. Any additional refund or overcharge claims submitted by you to our Company for the same issue will be disregarded and closed by our Company without any notification to you.

VII: Notification for Acts Contrarian to User Agreement:

If you are under the assumption that you are entitled or obligated to act in a contrarian way, different than made enforceable under and within this User Agreement, you agree to provide us with a detailed explanation, 30 days prior written notice before you act contrary to this Agreement, to allow us to process the claim, and assess whether we may or may not, at our sole discretion, provide an alternative remedy for such proposed action. If you do not provide us with 30 days prior written notice before you act contrary to this Agreement, then you will be in explicit violation of this User Agreement.

VIII: Notification of Illegal / Harmful Material and Content:

You agree that if at any time, for any reason material or Content on the Site is harmful in anyway to you, that you notify us promptly within 10 days from the time of origin by emailing a complete description notice to [abuse@worldmusiclink.com], and include your complete name, contact information, Account user name, and the alleged infringer's complete name, Account user name, and a description and location of the material / Content under scrutiny. We will act in an expeditious manner to process your claim, and seek a resolution within ten to fourteen business days [10 – 14].

VIV: Messages, Recommendations, Forums, Chats, Blogs & other Contributions:

WorldMusicLink™ may include at any point in time, the functionality and ability for members of our community to interact and communicate ideas, thoughts, actions, and procedures freely via private messages, recommendations, forums, chats, or blogs of any sort. For that reason, we cannot guarantee that other users of our Services will not use, utilize, take, or alter your ideas, information, or contributions for any other purpose other than intended by our Services. Therefore, if you have an idea, information, or other form of contribution or advice that you want kept secret and private, DO NOT post, send, or submit it to any other user or via any Service that may grant it access by other users who may review, take, forward, send, delete, or alter it in any way. WorldMusicLink™, staff, and our affiliates ARE NOT held responsible for any lost, misused, altered, misappropriated, or adversely effected ideas or contributions posted, sent, or submitted via our Services in any Message, Recommendation, Forum, Chat, Blog or by any other Service at any time, for any reason, by any user.

X: Your Rights – What you May Do

With the condition that you abide by all of the aforementioned obligations as set forth in this User Agreement, We (“WorldMusicLink”) grant you access to our Services on a limited, revocable, non-subliceseable, non-transferrable, non-exclusive, non-assignable, basis. **The Company grants you no other rights, implied or otherwise, besides those explicitly outlined in this section.** You may access your Account utilizing any computer with a valid Internet connection via a Web Browser. You may not access the Services or our Site via any illegal, inappropriate, pirated methods, applications, or software to include crawling, spidering, etc. or other custom software used to extract data for any purpose. It is our intention, that you will abide by our obligations as set forth in this User Agreement and throughout our Services, and that it is your intention to utilize our services only in accordance with this User Agreement. If you utilize our Services at any time, for any reason, by any way, it is AT YOUR OWN RISK, and you must ASSUME ALL RESPONSIBILITY FOR ANY LOSS OF INFORMATION, DATA, OR CONTENT.

XI: Our Rights – What We Must and May Do

WorldMusicLink™ exists to provide a conduit between music industry professional groups and talent, and to provide Services that add greater functionality, communication, and interaction among our community members for the purpose of increased exposure to greater opportunity, simplified business operations, and enhanced career / business management. It is our intention that our Users add information (personal and professional), and advise that this is strictly done at their own RISK and discretion in good judgment; that they use that information and other’s information to connect and build business relationships and professional networks with individuals and other members that they know or seek to further develop a business relationship with on a strictly professional level.

WorldMusicLink™ strives to provide Services that bridge and enhance the business operations of music industry professionals and talent. As we grow, we will launch and enhance our Services with a greater array of features, functionality, and settings that’s

aimed at continuing our aforementioned goals. At our sole discretion, we MAY DISCONTINUE, IMPROVE, UPDATE, OR ALTER any or all Services that are made available to you via our Site or Web Pages.

Any use that is outside the range of our User Agreement is a direct violation of this Agreement, and grants the Company the ability to terminate your Account at any point. Furthermore, any use that can be considered as a means of collecting sales, revenue, money, or investment through the use of exchanging contact or network information of others is direct means for Account termination, de-activation, and is in explicit violation of this Agreement.

It is our intention to grant you access to our Services, Web Pages, and User community however we reserve the right on any day, at any time to modify, replace, deny access to, suspend, restrict, withhold part or all, or terminate your Account partially or entirely, or to charge and modify prices for our Services / access to our Site with or without notice. Furthermore, WorldMusicLink™ holds the right to not provide you a copy of any Content that you or other users provide or contribute when utilizing our Services. We reserve all rights that are not expressly granted within this User Agreement, that are without limitation, title, ownership, IP rights, and all other rights and interests in WorldMusicLink™ and all other correlated items.

It is our intention to include a greater array of features that serve to the benefit of our community members to include 3rd party Advertisements (“Third Party Web Sites”, “Ads”, “Advertisements”). However, WorldMusicLink™ is and shall never be held responsible for any misappropriations, misuse, falsely stated, obscene, illegal, or inappropriate advertisements (“Ads”) at any time, for any reason. We are not held responsible for any material, Content, installations, applications, software, media, or other information or results if you or one of our users decide to ‘click’ and follow an advertisement outside of our Site. It is your responsibility to use your best judgment before proceeding and ‘clicking’ on any Advertisements. Please know that you proceed at YOUR OWN RISK. You should always review the applicable terms and policies, including any privacy, security, or information gathering practices that any site to which you navigate from WorldMusicLink™ engages in and promotes. **WorldMusicLink™ DOES NOT endorse, support, or seek to promote in any way 3rd Party Advertisers’ products, services, features, benefits, personnel, business decisions, standards, ideals, values, or otherwise motives.**

You agree and acknowledge that WorldMusicLink™ strives to keep all of our community members engaged and involved with updates, information, action items, and changes that come about from our Company and through our Services. If for any reason, you do not receive any Updates, Notifications, Billing Information, Action Items, or Information as it pertains to your Account, Services offered through WorldMusicLink™ or our Site, that you will hold the Company NOT LIABLE for the loss, miscommunication, or deficit of information. If for whatever reason, at any time, you wish to not be a part of any of our Updates or Electronic Newsletters or emails, you are hereby notified that you must notify us of that desire via email [

unsubscribe@worldmusiclink.com], and that it is your responsibility to adjust your Notification Settings in your Account (under the Settings tab at the top in Profile) to ensure that the proper adjustments have been made.

Furthermore, you agree and acknowledge that the Company, staff, or its affiliates will have no liability and will not be held responsible for your failure to keep or maintain accurate and updates Account and contact information.

You grant WorldMusicLink™ and our staff access to your Account if:

- A) required by law / is in compliance with Legal Process;
- B) to Enforce this User Agreement;
- C) respond to claims of a violation of the rights of third-parties;
- D) respond to any customer, client abuse, or technical issues;
- E) to protect the rights, property, information, and personal safety of WorldMusicLink™, our Affiliates, the Public, and our Users.

As part of our Service, we offer you as a valid User the opportunity to explore [for the purpose of professional business] that ability to connect, communicate, review information, evaluate, and engage with other users whose intention is of a similar nature. However, if and for any reason, the need arises where the Company must intervene and prevent a connection (or further Contacts from being made), message, interaction with any users of any sort at any time, upload, download, transmission, distribution, or publishing of any Content - the Company exclusively reserves the sole right to do so – and shall not be held liable for any loss or missed opportunity that shall arise from the aforementioned action. **Remember, you are solely held responsible for all of your actions and interactions with other community users.** WorldMusicLink™ reserves the right to monitor, but has no obligation and is under no force, to intervene between disputes between you and another User [see section V].

XII: Termination & Revocation of User Account:

You have the right to terminate this User Agreement, for any reason or no cause, at any point in time, with notice to WorldMusicLink™ which shall be made effective upon WorldMusicLink™ processing such a notice of termination. WorldMusicLink™ holds the right to terminate the Agreement at any time, for any reason or no reason at all, with or without notice to you. If and when such a modification or cancellation of the Agreement is made on our behalf, it shall be made effective immediately or may be specified in the notice. For avoidance of doubt, your access to Premium Services may be terminated only by WorldMusicLink™ or the party paying for the Services. Termination of your WorldMusicLink™ Account includes disabling your access to WorldMusicLink™ and any Content there within, submitted on your behalf, or submitted from others to you, and may also restrict you from any future use of our Services.

WorldMusicLink™ holds the right to terminate any user's Account for any repeated violation of this User Agreement, and that is within prudent action for the safety and well-being of our community users.

If and when you are terminated, you will lose all access to your Account and all information contain within to include Content of any sort, kind, and nature. The terms of this User Agreement shall survive any termination, except sections X and XI.

Demotion to a Basic Account User:

If at any point in time, the Company may or may not choose to reduce your Trial or Pro. Account status to a lesser Account status of Basic (free) Account. Any information gathered during the Trial or prior Pro. Account subscribed period will remain with the Company and will be used in a similar manner to maintain your Account.

We may however, reduce the number of features, capabilities, storage amounts, and levels of communication, exposure, and access to you if your account is reduced to a Basic status. At that point in time, you're Account (without prior notice to you), will be reduced and streamlined to fit the offerings / storage capabilities of a Basic version. During the process, some information, data, media, Content, messages, and other Account and Biographical information may be lost, terminated, delete, and purged as a result. As consideration to you, our Company will archive your previously uploaded information, Content, data, messages and materials for a period of 30-days from the point your PRO Account / PRO Trial has been downgraded to a Basic Account – giving users a duration of time to consider upgrading to a PRO Account.

We are not held responsible for ANY loss, deletion, removal, or disruption of any Services, Content, or Data as a result of the aforementioned action. You agree to indemnify and hold the Company and all of its Affiliates and staff harmless, free from obligation to assist and resurrect any lost or destroyed information or Content, and furthermore will accept your demotion of your Account status in all of its forms.

XIII: Disclaimer to all Users:

There are some countries and jurisdictions that do not allow for the disclaimer of implied terms in contracts with consumers. Due to this, the contents (as per below) may or may not apply to you.

We view our Site and its tools as valuable resources for music industry professionals and talent. However, we explicitly tell all users to NEVER RELY SOLELY on the accurateness, completeness, or timeliness of the information contained within our Site, and made available via our Services. Our Company simply provides users with the structure and tools in order to enhance their lives, businesses, and careers – however we provide those features on an ‘As Is’ and ‘As Available’ basis. We cannot always guarantee a 100% uptime of our Site, our Servers, or our Services – and we urge all users to have other access to important information that may be needed to carry out or perform certain business functions.

If you are ever unsatisfied or harmed in any way with the Services, features, or capabilities offered by way of our Site and its members, **you are under no obligation to**

continue with the Service, and may leave at any time and terminate this User Agreement in accordance with Section XII (above). Note that such termination shall be your only and exclusive remedy.

Although we strive to provide an accurate Service, **we disclaim any and all express warranties not stated in this agreement, implied warranties and representations including, without any limitation, any warranties or merchantability, fitness for a particular purpose or outcome, title, and non-infringement. The Company is NOT responsible for any incorrect, inaccurate, or false information or Content as represented, displayed, distributed, published, posted, or transmitted via any means through the site by the Users.**

If you use a cellular phone, PDA, or Smart Phone to access your Account, please ensure that you are using a trusted, secure, and encrypted network. We make NO GUARANTEES or CLAIMS to ensure the accuracy, security, storage, transmission, communication, or retrieval / submission of any Data, Information, Content, or Media by way of those means. We highly recommend that you do NOT access the Site from any other technological device other than a secure computer and network. You agree by way of this User Agreement, that you indemnify and hold WorldMusicLink™, our Affiliates, and the entire Staff, Directors, and associates free from any liability, loss of data, error, or lost funds (financial) that may occur as a result of accessing, registering, or using an Account via a cellular phone, PDA, or Smart Phone of any kind (i.e. BlackBerry, iPhone, etc.).

The Company is NOT responsible for any error, omission, deletion, interruption, defect, or delay of information, data, media (Music, Pictures, Photos, Images, Documents of any kind, Calendar items, or Personal [Biographical] or Corporate information), and makes no claims to be responsible for the security or proper storage of that information, data, or media. Furthermore the Company is NOT responsible for any delay in transmission or information, ‘slow-loading’ pages or Content, or any other technical problems or congestion resulting from slow servers, high user traffic, or troubled networks.

Under NO circumstances, will the Company or its entire Staff, Directors, and associates be responsible for any loss or damage, including personal injury or death, resulting from anyone’s use of the Service(s), the Web Site, or any Content published on the Web Site.

The Company clearly states that it DOES NOT provide counsel, legal, financial, or professional advice on how one should guide their career, make business decisions, or act in any professional or personal manner. If you have any questions regarding the aforementioned legal, financial, or professional decision-making situations, we urge you to find a qualified Advisor, Counselor, or Professional.

XIV: Limitation of Liability:

There are some countries and jurisdictions that do not allow for the limitation of liability in contracts with consumers. Due to this, the contents (as per below) may or may not apply to you.

Neither WorldMusicLink™ NOR its Staff, Shareholders, Directors, Independent Contractors or affiliated Companies are to be held liable for:

- 1) Any damage(s) in excess of the aggregate fees paid by you to the Company for a Premium Account or its Services, if any, or \$100, whichever amount is greater.
- 2) Any special, incidental, indirect, punitive or consequential damages or loss of use, profit, revenue, data, or information to you or any third party that arises from your use with WorldMusicLink™, its Services, or any material or Content on the Site.
 - A) The limitation of liability as set forth in the aforementioned section shall apply regardless or whether you base your claim on contract, tort, statute, or any other legal theory, we knew or should have known about the possibility of such damages, or the limited provided herein fail of their essential purpose, and
 - B) Not apply to any damage that WorldMusicLink™ affiliates cause you intentionally and knowingly in violation of this User Agreement or applicable law, or as otherwise mandated by applicable law that cannot be derived from in this User Agreement.

XVI: Use of Services:

You understand and agree that the Services and pages provided by our Web Site are made available to you for personal use only. Your utilization of any and all of our Services that facilitate commercial use or transactions may be subject to additional terms and conditions, and you agree **NOT TO COLLECT AND AGGREGATE EMAIL ADDRESS AND OTHER CONTACT INFORMATION OF OTHER USERS BY ELECTRONIC, CODE, OR ANY OTHER MEANS FOR THE PURPOSE OF SPAMMING, SENDING E-BLASTS, OR OTHER UNSOLICITED EMAILS.**

Additionally, you pledge that your Account in its full or partial nature, is a direct representation of you and your abilities, services, and information and is in no way intended to harm, impersonate, or falsely represent another individual on or not on the Site. **Any demonstration of the aforementioned type of conduct is in direct violation of our User Agreement, and can be subject for Account Termination, suspension, and discontinuation of our Services in part or in full.**

All Services, Features, and Company Content is of a proprietary nature, and is property of the Company (WorldMusicLink™ Corporation). Subject to the terms of this User Agreement, no part or Content may be altered, modified, changed, copied, distributed, framed, republished / reproduced, downloaded, displayed, posted, sold or transmitted in part or in its entirety without prior written consent authorizing such action by the Company. Except as otherwise authorized and explained herein this User Agreement, any use of the Content outside of the aforementioned is strictly prohibited.

All trademarks, service marks, logos, and other graphics / images used on behalf of the Company to promote or display its Services, Features, or Product are registered to the Company, and may NOT be copied, stored, imitated, reproduced in likeness, in part or in entirety without prior written consent from the Company.

Any submission of ideas, recommendations, concepts, feedback, comments, features, suggestions, or other forms of contributions that you provide to the Company are non-confidential, and shall become the sole property of the Company. The Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use, dissemination, or implementation of these submissions at any time, for any purpose commercial or otherwise, without acknowledgment or compensation to you.

XVI: Governing Law:

By visiting or using the Site and / or the Service(s) in any manner, you agree that the laws of the State of Delaware, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and the Company or any of our Affiliates. However, it will exclude any conflicts of Law Principles, as well as issues in relation to the CISG (United Nations Convention on Contracts for the International Sale of Goods). Wherever applicable and after the exhaustion of administrative remedies designated in this User Agreement, judicial actions taken relative to this User Agreement shall be brought in a court of competent jurisdiction (either State or Federal) within the State of California, Monterey County.

With respect to any disputes or claims not subject to Arbitration (as per below), you agree NOT to commence or prosecute any action in connection therewith other than in the state and federal courts of California, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of California.

Refundable Fee Advances for Consumers:

If you are involved in a Dispute as a consumer without any commercial interests related to the Dispute, we will agree to conduct arbitration proceedings in a major City in your State if travel to California would constitute an undue burden for you, and we will advance any arbitration fees that exceed what you would have had to pay for court proceedings (if you substantiate and represent to us in a written statement what court proceedings would have cost) provided that you shall refund such amounts if we ultimately prevail in the arbitration.

Agreement to Arbitrate & Pay Attorneys' Fees:

Any Disputes shall be resolved by a conclusive and binding arbitration under the rules and regulations of the American Arbitration Association (A.A.A.) - to be held in Monterey County, California, U.S.A. All proceedings are to be performed in the English language. A written decision that states the legal reasoning is to be issued by the arbitrator upon the request by either party. Any arbitration fees and reasonable attorneys' fees of both parties are to be paid by the determined losing party.

Exception from an Arbitration Agreement:

Either party may obtain preliminary or permanent Injunctive Relief, and orders to compel arbitration or enforce arbitral awards in any court of competent jurisdiction.

Severability:

If any provision of this Agreement is found to be invalid or unenforceable under mandatory laws of a particular jurisdiction, such provision shall be interpreted as to give maximum effect to its intended purpose and this shall not affect the validity or enforceability of a) such provision under the laws of any other jurisdiction, or b) any other provision of the Agreement.

Entire Agreement:

You agree that this User Agreement constitutes the entire, complete and exclusive agreement between you and us regarding the Service and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement.

Amendments to this Agreement:

We reserve the right to modify, supplement or replace the terms of the Agreement, effective upon posting at www.worldmusiclink.com or notifying you otherwise. If you do not want to agree to the changes to the Agreement, you can terminate the Agreement at any time per Section XII hereof.

XVII: WorldMusicLink™ Do's & Don'ts:

As a strict condition in order to gain access to your Account and any other information or Content contained with our Site, you agree to this User Agreement and to observe the following under all conditions:

User Do's:

- Review the [Privacy Policy found on www.WorldMusicLink.com](http://www.WorldMusicLink.com)
- Think before you add any information, upload any media, Content, data, or files into WorldMusicLink™ or your Account. Remember, that we cannot and do don't make any guarantees as to the security, safety, storage, or proper transmission or appearance or your additions, submissions, or received information to/from our Site.
- Always ask yourself if you know who you are communicating with. We encourage users to find and interact with individuals; however we urge you to find trusted individuals through introductions from people that you know and trust first. If there are any suspicious or falsely represented users on our Site, immediately contact us at [abuse@worldmusiclink.com] with a full description of the user in question.
- Always provide true, accurate, and complete information to us.
- Comply with all local, state, & federal laws and mandates during the course of Service.
- Use our Services the way(s) that they were intended and outlined in the directions.
- Review and comply with notices and emails sent to you by WorldMusicLink™ concerning our products, services, and features.

- If you use a cellular phone, PDA, or Smart Phone to access your Account, please ensure that you are using a trusted, secure, and encrypted network.
- Report any and all user issues that conflict with this User Agreement. Submit a claim promptly after you witness or are engaged in any conflict that is covered within this Agreement.

User Don'ts:

- Copy, Duplicate, Transmit, Distribute, Perform, Display, Re-brand, Post, Publish Transfer, Write, Submit, Create, Sublicense, License, or Sell WorldMusicLink™ (excluding content that is owned and published by you) except as allowed in this User Agreement.
- Find, Distribute, Alter, Obtain, Modify, or attempt to Decipher the Company's Source Code for any Intellectual Property gain, sale, or investigation.
- Include or Publish information in/on your Profile or on your Account that could be used against you, harm you, or be subject to identity theft. Information that might reveal your identity should be approached with caution (ex: email address, phone numbers, or addresses) that are confidential in nature.
- Use your access to act as a competitor against the Company by using, usurping, aggregating, or utilizing any information, content, materials, or data (source code, software, processes) that can be used against the Company.
- Modify, Adapt, or Invent works in part or whole that are based on our underlying technology, software, processes, or applications.
- Attempt to enhance, bypass, or manipulate the features of the WorldMusicLink product, Site, or any of its Services in an effort to gain any User advantage.
- Imply or state that you work on behalf of the Company, WorldMusicLink™, or any of our affiliates at any time, in any manner. Unless you are solely employed by the Company, and have prior written notice indicating such involvement, may you publish such information.
- Rent, Sell, Publish, or Trade any part of your Account that could be used by others to gain entry into the Site.
- Save the Web link(s) ("Deep-linking") to your or other's Profiles or pages other than the WorldMusicLink.com homepage in an effort to promote, market, or share yours or others material or Content.
- Upload, distribute, or transmit any chain-emails, messages or any manipulative works that could be construed as offensive, annoying, or disruptive by any User.
- Phish, Spam, Intercept, Ping (hyper re-loading) any pages or information on our site that could cause interruption, harm, or loss of normal operating functionality and security to others.
- Launch or utilize any software that is malicious in nature, devices, scripts, code, servers, zombies, robots, or other technological tools to access, scrape, crawl, or spider any of the Site's pages or content.
- Use automated methods to add contacts or expedite the connection, messaging, or interaction process between you and other site users.
- Attempt to gain access to or enter WorldMusicLink™ by any other means other than a traditional Web Browser that meets "W3" operating standards (i.e. Mozilla Firefox, Internet Explorer, Safari, Google Chrome, etc.).

- Remove or alter any information, content, materials, graphics, images, logos, or source code in any way that interferes with the original design of the Company and its members.

The Company reserves the right to adjust any of the aforementioned Rules in section XVII at any time, for any reason.

XVIII: Additional Contact Info:

Mail to:

WorldMusicLink™ Corporation

Attn: General Counsel

200 Clocktower Pl.

Suite 201-A

Carmel, CA 93923 U.S.A.

User Abuse & Infringement issues:	[abuse@worldmusiclink.com]
Technical Support Issues:	[support@worldmusiclink.com]
Mis & Wrongly Charged Accounts / Services:	[support@worldmusiclink.com]
Update(s) Removal / Acct. Unsubscribe:	[unsubscribe@worldmusiclink.com]
Privacy Policy Issues:	[privacy@worldmusiclink.com]

I HAVE READ THE ABOVE TERMS, AND AGREE IN FULL TO ALL OF THE RULES AND REGULATIONS OULTINED HEREIN.

Last updated on July 8th, 2009