

## 1776 MEDIA NETWORK, INC. SITE TERMS OF USE

Your use of our hosted Internet sites, the Player, or any of the other products or services offered on our hosted sites (collectively, the "**Services**") is subject to these Terms of Use (these "**Terms**"). We may modify these Terms at any time without notice to you by posting revised Terms on our hosted sites. Your use of our hosted sites constitutes your binding acceptance of these Terms, including any modifications that we make.

Some of the Services may be subject to additional posted conditions. Your use of those Services is subject to those conditions, which are incorporated into these Terms by reference. In the event of an inconsistency between these Terms and any additional posted conditions, the provisions of the additional conditions shall control.

We have the right, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without giving you any prior notice:

1. Restrict, suspend, or terminate your access to all or any part of our Services;
2. Change, suspend, or discontinue all or any part of our Services;
3. Refuse, move, or remove any material that you submit to our hosted sites for any reason;
4. Refuse, move, or remove any content that is available on our hosted sites;
5. Deactivate or delete your accounts and all related information and files in your account;  
and
6. Establish general practices and limits concerning use of our hosted sites.

You agree that we will not be liable to you or any third party for taking any of these actions.

You understand and agree that our Services may include communications, such as service announcements and administrative messages from us or from our partners and that these communications are considered part of the Services. You will not be able to opt out of receiving these messages. You also understand that our Services may include advertisements.

### **Content on our hosted sites**

Our hosted sites include a combination of content that we create, that our artists and partners create, and that our users create. All materials published on our hosted sites, including, but not limited to, written content, photographs, graphics, images, illustrations, artwork, marks, logos, sound or video clips, sound recordings, musical compositions, Flash animation, metadata, hypertext links, data, software, or advertising materials are protected by our copyrights or trademarks or those of our partners. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or content on our sites in whole or in part. If you would like to request permission to use any of the content on our hosted sites, please email us at [inquiries@tastyaudio.com](mailto:inquiries@tastyaudio.com). You are solely responsible for all materials, whether publicly posted or privately transmitted, that you upload, post, e-mail, transmit, or otherwise make available on our hosted sites ("**Your Content**"). You certify that you own all intellectual property rights in Your Content.

Our hosted sites contain content that we create as well as content provided by third parties. We do not guarantee the accuracy, the integrity, or the quality of the content on our hosted sites, and you may not rely on any of this content.

You may be exposed to content that you find offensive, indecent, or objectionable or that is inaccurate, and you bear all risks associated with using that content. We have the right, but not the obligation, to remove any content that may, in our sole discretion, violate these Terms or that is otherwise objectionable.

### **Third-party sites, products, and Services**

Our hosted sites contain links to other Internet sites owned by third parties. Your use of each of those sites is subject to the conditions, if any, that each of those sites has posted. We have no control over sites that are not ours, and we are not responsible for any changes to or content on them. Our inclusion on our hosted sites of any third-party content or a link to a third-party site is not an endorsement of that content or third-party site.

We do not sell, resell, or license any of the products or the services that we review, list, or advertise on our hosted sites, and we disclaim any responsibility for or liability related to them. Your correspondence or related activities with third parties, including payment transactions and goods-delivery transactions, are solely between you and that third party. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as the result of any of your transactions with third parties. Any questions, complaints, or claims related to any product or service should be directed to the appropriate vendor.

### **Privacy policy**

All of the information that we collect from you, such as registration information, is subject to our privacy policy. Please click here to see our full privacy policy.

<http://www.tastyaudio.com/read/privacy>

### **Your conduct on our hosted sites**

You agree to provide us with true, accurate, current, and complete registration information. You will promptly update your registration to keep it accurate, current, and complete. If we issue you a password, you may not reveal it to anyone else. You may not use anyone else's password. You are responsible for maintaining the confidentiality of your accounts and passwords. You agree to immediately notify us of any unauthorized use of your passwords or accounts or any other breach of security. We will not be responsible for any loss or damage that may result if you fail to comply with these requirements.

The technology and the software underlying our hosted sites, the Player, and the Services are the property of 1776 Media Network, Inc., our affiliates, and our partners. You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying our site, the Player, or the Services. You agree not to modify the software underlying our site in any manner or form or to use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to our hosted sites.

Without limiting the foregoing, you agree that you will not use our hosted sites to take any of the following actions:

1. Defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of others;
2. Publish, post, upload, e-mail, distribute, or disseminate (collectively, "**Transmit**") any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content;

3. Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, our hosted sites, any software or hardware, or telecommunications equipment;
4. Advertise or offer to sell any goods or services for any commercial purpose unless you have our written consent to do so;
5. Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
6. Download any file that you know or reasonably should know cannot be legally obtained in such manner;
7. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
8. Restrict or inhibit any other user from using and enjoying any public area within our hosted sites;
9. Collect or store personal information about other end users;
10. Interfere with or disrupt our sites, servers, or networks;
11. Impersonate any person or entity, including, but not limited to, a 1776 representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
12. Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through our sites or to manipulate your presence on our hosted sites;
13. Take any action that imposes an unreasonably or disproportionately large load on our infrastructure;
14. Engage in any illegal activities.

If you choose a username that, in our sole discretion, is obscene, indecent, abusive or that might otherwise subject us to public disparagement or scorn, we reserve the right, without prior notice to you, to automatically change your username, delete your posts from our sites, deny you access to our site, or any combination of these options.

Unauthorized access to our hosted sites is a breach of these Terms and a violation of the law. You agree not to access our hosted sites by any means other than through the interface that is provided by 1776 for use in accessing our hosted sites. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of our hosted sites, except those automated means that we have approved in advance and in writing.

Use of our hosted sites is subject to existing laws and legal process. Nothing contained in these Terms shall limit our right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of our hosted sites.

### **Indemnification**

You hereby agree to indemnify, defend and hold 1776 and all of our officers, directors, owners, employees, agents, information providers, affiliates, partners, sponsors, and licensors (collectively, the "**1776 Parties**") harmless from and against any and all liability, losses, costs, and expenses (including attorneys' fees) incurred by any 1776 Party in connection with any claim, including, but not limited to, claims for defamation, violation of rights of publicity and/or privacy, copyright infringement, or trademark infringement arising out of:

1. Your use of our hosted sites;
2. Any use or alleged use of your accounts or your passwords by any person, whether or not authorized by you;

3. Your connection to our hosted sites;
4. Your violation of these Terms; or
5. Your violation of the rights of any other person or entity.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

### **Disclaimers**

We disclaim any responsibility for the deletion, the failure to store, the misdelivery, or the untimely delivery of any information or material. We disclaim any responsibility for any harm resulting from downloading or accessing any information or material on the Internet using search results from our hosted sites. We disclaim any responsibility for any service outages that are caused by our maintenance on the servers or the technology that underlies our hosted sites, failures of our service providers (including telecommunications, hosting, and power providers), computer viruses, natural disasters or other destruction or damage of our facilities, acts of nature, war, civil disturbance, or any other cause beyond our reasonable control.

WE DO NOT WARRANT THAT OUR HOSTED SITES WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, WE DO NOT MAKE ANY WARRANTY AS TO THE CONTENT ON OUR HOSTED SITES. OUR HOSTED SITES AND ITS CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. ANY MATERIAL THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH OUR HOSTED SITES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY POTENTIAL DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR DOWNLOAD OF ANY SUCH MATERIAL. NEITHER WE NOR ANY OF OUR PARTNERS MAKES ANY WARRANTY THAT (i) OUR HOSTED SITES WILL MEET YOUR REQUIREMENTS; (ii) OUR HOSTED SITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR HOSTED SITES WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL THAT YOU PURCHASE OR OBTAIN THROUGH OUR HOSTED SITES WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS WILL BE CORRECTED. NEITHER WE NOR ANY OF OUR SPONSORS MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO OUR SITE, ANY CONTENT, OR ANY OF OUR SERVICES, TOOLS, PRODUCTS, OR PROPERTIES. YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF OUR SITE AND THE ACCURACY OR COMPLETENESS OF ITS CONTENT.

NEITHER WE NOR ANY 1776 PARTIES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE OUR HOSTED SITES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such

states, our liability and that of our partners and their respective agents shall be limited to the greatest extent permitted by law.

### **Arbitration**

1776 may elect to resolve any controversy or claim arising out of or relating to these Terms or our hosted sites by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Santa Clara County, California, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or we may seek any interim or preliminary relief from a court of competent jurisdiction in Santa Clara County, California, necessary to protect the rights or the property of you or 1776 (or any 1776 Parties), pending the completion of arbitration.

### **Miscellaneous**

We may be required by state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on our hosted sites or delivering them to you through e-mail. You may update your e-mail address by visiting the Services where you have provided contact information. If you do not provide us with accurate information, we cannot be held liable if we fail to notify you. You have the right to request that we provide such notices to you in paper format, and may do so by contacting us at 1776 Media Network Inc., 100 First Street, Suite 1745, Los Altos, CA 94022.

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

These Terms, including all terms, conditions, and policies that are incorporated into these terms by reference, constitute the entire agreement between you and 1776 and govern your use of our hosted sites, superseding any prior agreements that you may have with us.

These Terms shall be construed in accordance with the laws of the State of California, and the parties irrevocably consent to bring any action to enforce these Terms before an arbitration panel or before a court of competent jurisdiction in Santa Clara County, California, if seeking interim or preliminary relief or enforcement of an arbitration award.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect.