

TERMS OF USE

Last updated: February 22nd, 2023

These Terms of Use (“**Terms of Use**” or “**Terms**”) and our [Privacy Policy](#) (collectively, the “**Agreement**”), govern your access and use of the So Satisfying House website (www.sosatisfying.house) (the “**Site**”). The Site provides Site users with access to content and services related to us, including music, images, forums, games, text, data and other content (such content and services, collectively, the “**Services**”). The Site and Services are owned and operated by Comedy Technologies, Inc., d/b/a IMGN Media (“**we**,” “**us**,” or “**our**”).

PLEASE NOTE: The Site may include or be used in connection with certain Third Party Applications (as defined in Section 8 below). Your access to or use of such Third Party Applications may be governed by additional terms and conditions that are not set forth in this Agreement and that are made available by the particular providers of such Third Party Applications.

By using the Site or accepting these Terms, you agree to be bound and abide by these Terms and our Privacy Policy. If you do not agree to these Terms or our Privacy Policy, please do not use the Site.

We reserve the right to modify, amend, or change the Terms at any time. Notice of any material change will be posted on this page with an updated date. In certain circumstances, we may notify you of a change to the Terms via email or other means; however, you are responsible for regularly checking this page for notice of any changes. Your continued use of the Site constitutes your acceptance of any change, and you will be legally bound by the updated Terms. If you do not accept a change to these Terms, you should stop using the Site immediately.

1. Information You Submit. Your submission of information through the Site is governed by our Privacy Policy, which is located at <https://sosatisfying.house/wp-content/uploads/2023/02/IMGN-Privacy-Policy-Updated-2.23.23.pdf> (the “**Privacy Policy**”). Further, to the extent that you submit any personally identifiable information to any third party (for example, a Provider (as defined in Section 4(b) below)) in connection with the Site (for example, via a Third Party Application, as defined in Section 8 below), such third party's collection, use and disclosure of such information may be governed by its own privacy policy, and not by our Privacy Policy. In any event, we are not responsible for the information collection, usage and disclosure practices of third parties. You agree that all information you provide to us is true, accurate and complete, and you will maintain and update such information regularly. If you choose to make any of your personally identifiable or other information publicly available on the Site, you do so at your own risk.

2. Rules of Conduct. In using the Site, you agree to obey the law, respect the rights of others and avoid objectionable, defamatory or disruptive behavior. In addition, you will comply with the following “**Rules of Conduct**” as updated from time to time by us.

You will not:

- Post, transmit, or otherwise make available, through or in connection with the Site:
 - Anything that is or may be (a) threatening, harassing, degrading, hateful or intimidating; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent, pornographic or otherwise objectionable; or (e) protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express prior consent of the owner of such right.

- Any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; that promotes gambling; or that encourages or provides instructional information about illegal activities or activities such as "hacking," "cracking" or "phreaking."
- Any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
- Any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation.
- Any material non-public information about a company without the proper authorization to do so.
- Use the Site for any fraudulent or unlawful purpose.
- Use the Site to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users of the Site.
- Impersonate any person or entity, including any of our (or our affiliates') representatives; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that we endorse any statement or posting you make.
- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks.
- Restrict or inhibit any other person from using the Site (including by hacking or defacing any portion of the Site).
- Use the Site to advertise or offer to sell or buy any goods or services without our express prior written consent.
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site.
- Except as expressly permitted by applicable law, modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site.
- Remove any copyright, trademark or other proprietary rights notice from the Site or materials originating from the Site.
- Frame or mirror any part of the Site without our express prior written consent.
- Create a database by systematically downloading and storing all or any Site content.

- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site, without our express prior, written consent.

We may terminate your use of the Site for any conduct that we consider to be inappropriate, or for your breach of this Agreement, including the Rules of Conduct (including, without limitation, if you repeatedly engage in copyright infringement via or in connection with the Site).

3. Registration. You may need to sign-up or register to use part(s) of the Site. We may reject, or require that you change, any user name, password or other information that you provide to us in registering. Your user name and password are for your personal use only and should be kept confidential. You are responsible for any use of your user name and password, and you agree to promptly notify us of any confidentiality breach or unauthorized use of your user name and password, or your Site account.

4. Submissions.

a. Generally. The Site may contain areas where you can post information and materials, including, without limitation, text, images, photographs, graphics, music, videos, audiovisual works, data, files, links and other materials (each, a "**Submission**"). For purposes of clarity, you retain ownership of any Submissions that you post, subject to the terms and conditions of this Agreement (including the license grant below).

b. License Grant. For each Submission that you post, you hereby grant to us and our affiliates (including without limitation Warner Music Group, Atlantic Records, Warner Records, Rhino Entertainment and their respective other affiliated record labels) (collectively, our "**Affiliates**") a world-wide, royalty free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable, and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to: (i) reproduce, distribute, transmit, communicate to the public, perform and display (publicly or otherwise), edit, modify, adapt, create derivative works from and otherwise use such Submission, in any format or media now known or hereafter developed, on or in connection with the Site or any of our (or our Affiliates') similar services or products (e.g., any web sites, and any desktop, mobile or other applications, widgets or APIs) (such services or products, collectively, the "**Site-Related Services**"); (ii) exercise all trademark, publicity and other proprietary rights with regard to such Submission; (iii) use your name, photograph, portrait, picture, voice, likeness and biographical information as provided by you in connection with your Submission for any promotional purposes related to the Site or the Site-Related Services, in each case, in connection with your Submission; and (iv) use your Submission (including the contents thereof) for any promotional or other business purposes related to the Site and the Site-Related Services. For the purpose of clarification, nothing in this Agreement shall be deemed to authorize you to incorporate into any Submission any content or material owned by us, our Affiliates or our respective directors, officers, employees, agents and representatives ("**Representatives**") and licensors, suppliers and service providers (collectively, "**Providers**"). IF YOU DO NOT WISH TO GRANT THE RIGHTS GRANTED IN THIS SECTION 4, PLEASE DO NOT POST ANY SUBMISSIONS ON THE SITE.

c. Disclaimers. It is possible that Site visitors will post information or materials on the Site that are wrong or misleading or that otherwise violate this Agreement. We, our Affiliates and our respective Representatives and Providers do not endorse and are not responsible for any information or materials made available through the Site or your use of such information or materials. All Submissions will be deemed to be non-confidential and may be used by us (i) without any confidentiality or other non-disclosure obligations and (ii) without attribution to you or any third party. We reserve the right, in our sole discretion

and at any time, to set limits on the number and size of any Submissions that may be posted on the Site or the amount of storage space available for Submissions.

d. Representations and Warranties. You hereby represent and warrant that: (i) you have the legal right and authority to enter into this Agreement; (ii) you solely own, or otherwise have the full right and permission to exploit, all of the rights in, to, and under any Submission that you post and to grant the rights and licenses set forth herein, and with respect to any third party materials that appear in or are otherwise incorporated or embodied in any Submission that you post, you have obtained express, written clearances from all owners of and rights holders in such third party materials as necessary to grant the rights and licenses set forth herein; (iii) you have obtained the written consent, release, and/or permission of every identifiable individual who appears in any Submission that you post, to use such individual's name and likeness for purposes of using and otherwise exploiting such Submission(s) in the manner contemplated by the Agreement, or, if any such identifiable individual is under the age of majority, you have obtained such written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to us a copy of any such consents, releases and/or permissions upon our request); (iv) any Submission that you post, and the use thereof by us, our Affiliates, and our and their respective designees (including, without limitation, our and their respective Representatives and Providers), do not and shall not infringe upon or violate any patent, copyright, trademark, trade secret, or other intellectual property rights or other rights of any third party; (v) any Submission that you post is not confidential and does not contain any confidential information; and (vi) in creating, preparing and posting any Submission, you (A) have complied and will comply in all respects with all applicable laws, rules (including, without limitation, our Rules of Conduct), and regulations and (B) have not violated and will not violate any understanding by which you are explicitly or implicitly bound (including without limitation any agreement with any third party). If you do post a Submission that contains the likeness of an identifiable individual, we strongly encourage you not to include any identifying information (such as the individual's name or address) within such Submission.

e. Waiver; Further Assurances; Indemnity. To the extent permitted under applicable law, you agree to forever release, discharge and waive all claims against us, our Affiliates and our and their respective Representatives and Providers from, and covenant not to initiate, file, maintain, or proceed upon any suit, claim, demand, or cause of action against us, our Affiliates and our and their respective Representatives and Providers with respect to, any and all claims, demands, actions, losses, costs, damages, liabilities, judgments, settlements and expenses (including, without limitation, reasonable attorneys' fees) that relate in any way to this Agreement and/or the use of any Submission in a manner consistent with the rights granted under this Agreement, including, without limitation, any claim for idea misappropriation. Additionally, to the extent permitted under applicable law, you hereby waive any and all rights that you may have under laws worldwide that concern "moral rights" or "droit moral," or similar rights, in connection with any Submission that you post (and you hereby represent and warrant that you have obtained clear, express written waivers from any applicable third parties with respect to any and all rights that such third parties may have under such laws in connection with any Submission that you post). At any time upon our request, you shall: (i) take or cause to be taken all such actions as we may reasonably deem necessary or desirable in order for us and our Affiliates to obtain the full benefits of this Agreement and any licenses granted by you hereunder, and (ii) execute a non-electronic hard copy of this Agreement. Without limiting any other provision herein, you agree to indemnify us, our Affiliates, and our and their respective Representatives and Providers as further set forth herein.

Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless us, our Affiliates and our and their respective Representatives and Providers, from and against all claims, losses, costs and expenses (including attorney's fees) arising out of (a) your use of, or activities in

connection with, the Site; (b) any violation of this Agreement by you; (c) any use or other exploitation, or failure or omission to use or otherwise exploit, any Submission (including any portion thereof) that you post; or (d) any claim that your Submission or any use or exploitation thereof caused damage to or infringed upon or violated the rights of a third party, including without limitation past, present or future infringement, misappropriation, libel, defamation, invasion of privacy or right of publicity or violation of rights related to the foregoing.

f. No Obligation to Use or Monitor. For the purpose of clarification, it shall be in our sole discretion whether or not to exercise any right granted to us under this Agreement, and we shall have no obligation to use or otherwise exploit any Submission. We may, but have no obligation to: (a) monitor, evaluate or alter Submissions before or after they appear on the Site; (b) seek to verify that all rights, consents, releases and permissions in or relating to such Submission have been obtained by you in accordance with your representations above; (c) refuse, reject or remove any Submission at any time or for any reason (including, without limitation, if we determine, in our sole discretion, that all rights, consents, releases and permissions have not been obtained by you despite your representations above). You agree to cooperate with us in our verification or inquiries related to the foregoing. We may disclose any Submissions and the circumstances surrounding their transmission to anyone for any reason or purpose, and in accordance with our Privacy Policy. If you become aware of any unlawful, offensive or objectionable material(s) on the Site (except for material that infringes copyright, which is addressed in Section 6 below), contact us at privacypolicy@wmg.com with your name and address, a description of the material(s) at issue and the URL or location of such materials.

g. Unsolicited Submissions. Notwithstanding anything to the contrary in this Agreement, we and our Affiliates do not accept, invite or consider unsolicited submissions of ideas, proposals or suggestions ("**Unsolicited Submissions**"), whether related to the Site or otherwise. We do not treat Unsolicited Submissions as confidential, and any Unsolicited Submission will become our or our Affiliates' sole property. We and our Affiliates have no obligations with respect to Unsolicited Submissions and may use them for any purpose whatsoever without compensation to you or any other person.

5. Our Proprietary Rights. We, our Affiliates and our respective Providers own the information and materials made available through the Site. Such information and materials are protected by copyright, trademark, patent and/or other proprietary rights and laws. Except as expressly authorized in advance by us, you agree not to reproduce, modify, rent, lease, loan, sell, distribute or create derivative works based on, all or any part of the Site or any information or materials made available through the Site.

We, our Affiliates and/or our respective Providers own the trade names, trademarks and service marks on the Site, including without limitation IMG N, WARNER MUSIC GROUP, and any associated logos. All trademarks and service marks on the Site not owned by us or our Affiliates are the property of their respective owners. You may not use our trade names, trademarks and service marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting any license or right to use any trade names, trademarks or service marks without express prior written consent of the owner.

PLEASE NOTE THAT UNAUTHORIZED USE OF ANY SERVICE OR PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY SOFTWARE USED BY THE SERVICES, MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, (INCLUDING, WITHOUT LIMITATION, POSSIBLE MONETARY DAMAGES), INCLUDING, WITHOUT LIMITATION, FOR COPYRIGHT INFRINGEMENT.

6. Claims of Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the "**DMCA**") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site infringe your copyright, you (or your agent) may send us a notice requesting that we remove the material or disable access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send us a counter-notice.

If you believe that your work has been copied and posted on the Site in a way that constitutes copyright infringement, please provide our Copyright Agent 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 Site (and such description must be reasonably sufficient to enable us to find the alleged infringing material);
- your contact information, including 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 the law; and
- 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.

You acknowledge that if you fail to provide substantially all of the information listed above, your notification may not be valid. Upon receipt of your written notice, we will investigate the allegation and remove or disable access to the complained-of material at our sole discretion.

Notices and counter-notices should be sent to:

DMCA Agent-Litigation Department
1633 Broadway
New York, NY 10019
Telephone Number: (212) 275-2000
Email: dmcaagent@wmg.com

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

7. Rules for Promotions. Any sweepstakes, contests, raffles or other promotions (collectively, "**Promotions**") made available through the Site may be governed by rules that are separate from this Agreement. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with this Agreement, the Promotion rules will apply.

8. Third Party Applications. The Site may include third party software applications and services (or links thereto) that are made available by our Providers ("**Third Party Applications**"). Because we do not control Third Party Applications, you agree that neither we nor our Affiliates, nor our respective Representatives, are responsible or liable for any Third Party Applications, including the performance,

accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights relating to, Third Party Applications or their use. We have no obligation to monitor Third Party Applications, and we may remove or restrict access to any Third Party Applications (in whole or part) from the Site at any time. The availability of Third Party Applications on the Site does not imply our endorsement of, or our affiliation with any Provider of, such Third Party Applications. Further, your use of Third Party Applications may be governed by additional terms and conditions that are not set forth in this Agreement or our Privacy Policy (for example, terms and conditions that are made available by Providers themselves in connection with Third Party Applications). This Agreement does not create any legal relationship between you and Providers with respect to Third Party Applications, and nothing in this Agreement shall be deemed to be a representation or warranty by us, or any of our Affiliates, or our respective Representatives or Providers, with respect to any Third Party Application.

9. Third Party Content. The Site may incorporate certain functionality that allows, via the system or network of which the Site is a component, the routing and transmission of, and online access to, certain digital communications and content made available by third parties ("**Third Party Content**"). By using such Site functionality, you acknowledge and agree that you are directing us to access and transmit to you Third Party Content associated with such functionality. Because we do not control Third Party Content, you agree that we are neither responsible nor liable for any Third Party Content, including the accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights relating to, Third Party Content. We have no obligation to monitor Third Party Content, and we may block or disable access to any Third Party Content (in whole or part) via the Site at any time. Your access to or receipt of Third Party Content via the Site does not imply our endorsement of, or our affiliation with any provider of, such Third Party Content. Further, your use of Third Party Content may be governed by additional terms and conditions that are not set forth in this Agreement or our Privacy Policy (for example, terms and conditions that are made available by the providers of such Third Party Content). This Agreement does not create any legal relationship between you and the providers of such Third Party Content with respect to such Third Party Content, and nothing in this Agreement shall be deemed to be a representation or warranty by us, or any of our Affiliates, or our respective Representatives or Providers, with respect to any Third Party Content.

10. Links and Feeds. The Site may provide links to or feeds from other web sites and online resources. We and our Affiliates are not responsible for and do not endorse such external sites or resources. Other sites may link to the Site with or without our authorization, and we may block any links to or from the Site. YOUR ACCESS TO AND USE OF THIRD PARTY WEB SITES, CONTENT AND RESOURCES IS AT YOUR OWN RISK.

11. Limitations of Liability and Disclaimers. THE SITE AND ALL GOODS, SERVICES, PRODUCTS, THIRD PARTY APPLICATIONS, THIRD PARTY CONTENT, INFORMATION AND MATERIALS MADE AVAILABLE THROUGH THE SITE ARE PROVIDED TO YOU "AS IS" WITHOUT ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND WE, OUR AFFILIATES AND OUR RESPECTIVE REPRESENTATIVES AND PROVIDERS DISCLAIM ALL STATUTORY OR IMPLIED REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS WITH RESPECT TO THE SITE AND ALL GOODS, SERVICES, PRODUCTS, THIRD PARTY APPLICATIONS, THIRD PARTY CONTENT, INFORMATION AND MATERIALS MADE AVAILABLE THROUGH THE SITE, INCLUDING THE REPRESENTATIONS AND WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE. (CERTAIN PROVIDERS MAY SEPARATELY PROVIDE LIMITED REPRESENTATIONS AND/OR WARRANTIES REGARDING THEIR THIRD PARTY APPLICATIONS; PLEASE CHECK WITH SUCH PROVIDERS FOR FURTHER INFORMATION.) WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SITE (OR ANY PART THEREOF), OR ANY GOODS, SERVICES, PRODUCTS, THIRD PARTY APPLICATIONS, THIRD PARTY

CONTENT, INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SITE IS OR WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR COMPATIBLE WITH ANY PARTICULAR SOFTWARE OR HARDWARE. FURTHER, WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY SOFTWARE, HARDWARE, EQUIPMENT OR OTHER DEVICE OR SYSTEM USING THE SITE OR ANY GOODS, SERVICES, PRODUCTS, THIRD PARTY APPLICATIONS, THIRD PARTY CONTENT, INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SITE WILL FUNCTION IN ANY MANNER. YOU HEREBY AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO (A) OBTAIN AND PAY FOR ANY SOFTWARE, HARDWARE OR SERVICES (INCLUDING INTERNET CONNECTIVITY) NEEDED TO USE THE SITE AND (B) ENSURE THAT ANY SOFTWARE, HARDWARE, EQUIPMENT, DEVICES, SYSTEMS OR SERVICES THAT YOU USE WILL FUNCTION CORRECTLY WITH THE SITE AND ANY GOODS, SERVICES, PRODUCTS, THIRD PARTY APPLICATIONS, THIRD PARTY CONTENT, INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SITE. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD PARTY APPLICATIONS, THIRD PARTY CONTENT, INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SITE.

WE, OUR AFFILIATES AND OUR RESPECTIVE REPRESENTATIVES AND PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH THE SITE, NOR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE (INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH YOUR USE OR RECEIPT OF ANY THIRD PARTY APPLICATIONS OR THIRD PARTY CONTENT), OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. FURTHER, WE, OUR AFFILIATES AND OUR RESPECTIVE REPRESENTATIVES AND PROVIDERS WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF THE SITE OR FROM ANY THIRD PARTY APPLICATIONS, THIRD PARTY CONTENT, INFORMATION OR MATERIALS ON THE SITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. OUR MAXIMUM LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE SHALL BE THE TOTAL AMOUNT PAID BY YOU TO US TO ACCESS AND USE THE SITE.

IT IS POSSIBLE THAT APPLICABLE LAW MAY NOT ALLOW FOR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF CERTAIN DAMAGES; SOLELY TO THE EXTENT THAT SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

While we try to maintain the security of the Site, we do not guarantee that the Site or any Third Party Applications will be secure or that any use of the Site or any Third Party Applications will be uninterrupted. Additionally, third parties may make unauthorized alterations to the Site or any Third Party Applications. If you become aware of any unauthorized third party alterations to the Site, contact us at privacypolicy@wmg.com with a description of the material(s) at issue and the URL or location of such materials.

12. Jurisdiction. The Site is controlled and/or operated from the United States, and is not intended to subject us to non-U.S. jurisdiction or laws, except as otherwise expressly stated in this Agreement. The

Site may not be appropriate or available for use in some jurisdictions outside of the United States. If you access the Site, you do so at your own risk, and you are responsible for complying with all local laws, rules and regulations. We may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

13. Termination. This Agreement is effective until terminated. We may, at any time and for any reason, terminate your access to or use of: (a) the Site, (b) your user name and password or (c) any files or information associated with your user name and password. If we terminate your access to the Site, you will not have the right to bring claims against us, our Affiliates or our respective Representatives and Providers with respect to such termination. We and our Affiliates and our respective Representatives and Providers, shall not be liable for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination. We may take steps that we believe are appropriate to enforce or verify compliance with any part of this Agreement (including our right to cooperate with any legal process relating to your use of the Site or any third party claim that your use of the Site is unlawful or infringes such third party's rights). Sections 4-6, 8-11, 13-14, and 17 shall survive any expiration or termination of this Agreement.

14. Governing Law; Dispute Resolution. You hereby agree that this Agreement (and any claim or dispute arising in connection with this Agreement or your use of the Site) is governed by and shall be construed in accordance with the laws of the State of New York, U.S.A., without regard to its principles of conflicts of law, and you consent to the exclusive jurisdiction of the federal and state courts located in New York, New York, U.S.A., and waive any jurisdictional, venue or inconvenient forum objections thereto.

You further agree that the United Nations Convention on the International Sale of Goods will not apply to this Agreement. You agree that any unauthorized use of the Site or any related software or materials, or any Third Party Applications, would result in irreparable injury to us, our Affiliates or our respective Representatives and Providers for which money damages would be inadequate, and in such event we, our Affiliates or our respective Representatives and Providers, as applicable, shall have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief against you. Nothing contained in this section or elsewhere in this Agreement shall be construed to limit remedies or relief available pursuant to statutory or other claims that we, our Affiliates or our respective Representatives and Providers may have under separate legal authority, including, without limitation, any claim for intellectual property infringement.

15. Information or Complaints. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please feel free to contact us via e-mail at privacypolicy@wmg.com. E-mail communications are not necessarily secure, so please do not include credit card information or other sensitive information in any e-mail to us. You may also contact us by writing to us at IMG N Media, 142 W. 36th Street, 6th Floor, New York, NY 10018. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445 1254 or (800) 952-5210.

16. Contact Us. If you have any questions regarding the meaning or application of this Agreement, please direct such questions to privacypolicy@wmg.com. E-mail communications are not necessarily secure, so please do not include credit card information or other sensitive information in any e-mail to us.

17. Miscellaneous. This Agreement does not create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us. If any provision of this

Agreement is found to be unenforceable, that provision will not affect the validity and enforceability of any other provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. This Agreement hereby incorporates by this reference any additional terms that we post on the Site (including, without limitation, our Privacy Policy) and, except as otherwise expressly stated herein, this Agreement is the entire Agreement between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter. Notices to you may be made via posting to the Site, by e-mail or by regular mail, in our discretion. We may also provide notice of changes to this Agreement or other matters by displaying such notices or by providing links to such notices. You agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We will not be responsible for failure to fulfill any obligation due to causes beyond our control. Except as expressly set forth in the following sentence, nothing in this Agreement, express or implied, is intended to confer, nor shall anything herein confer on, any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations or liabilities. Notwithstanding the previous sentence, you agree that our Affiliates and our and their respective Representatives and those Providers who are content owners and service providers from whom we have obtained a license or other rights to use their content and services, as applicable, in connection with the Site) are third-party beneficiaries under this Agreement with the right to enforce the provisions of this Agreement that directly apply to such parties. Notwithstanding the immediately preceding sentence, our right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.