

Terms of Use Agreement



For your convenience, we are providing a summary of each clause from this **Terms of Use Agreement**. Please note that this summary is provided to you merely as a convenience and is intended to assist you, as a reference, with identifying those clauses which you may wish to revisit after you have fully read the Terms of Use. Please note that this summary is not intended to provide a complete statement of each subject matter and therefore, this summary should not be construed as a limitation to or a waiver of any of the Terms of Use. For your convenience, you may click on the underlined name of each provision in order to view the full paragraph in greater detail.

- 1. Introduction** - This clause provides an introduction to the terms and explains the parental consent which is required in the Terms of Use.
- 2. Ownership of Content** - This clause states that Quaver owns all the intellectual property rights to the Quaver Sites, including all original content provided by Quaver; provided, however, content submitted to the Quaver Sites by the user will remain the property of the user subject to certain terms and conditions including a gratis license to Quaver for any and all content provided by the user.
- 3. Submissions** - Quaver is entitled to exploit and disclose in any way all submissions to the site: solicited or unsolicited.
- 4. Licenses and Representations** - The user grants Quaver non-exclusive but otherwise unlimited rights to use all submissions to the site.
- 5. Rules of Conduct** - The user agrees to follow the rules of conduct of the Site and not engage in any activity that might threaten the safety or well-being of the other users.
- 6. Downloads** - This clause governs the streaming and downloading of audio material by the user.
- 7. Public Forums and Representations** - This clause states that Quaver cannot guarantee anyone's privacy or safety from information placed in the public forums, although we will maintain filters to minimize adverse content.
- 8. Disclaimers** - Quaver does not warrant the web site for being accurate or reliable – the risk of use is entirely the users.
- 9. Indemnification** - The user agrees to indemnify Quaver against any and all claims arising from the user's use of the Site, including any infringement of other's intellectual property.

- 10. Limitation of Liability** - While we agree to be responsible for negligence or fraud on our part as required by law, our liability is otherwise limited to \$100.00.
- 11. Membership Accounts** - The user agrees to maintain and protect membership information.
- 12. Jurisdiction** - Any legal action must be filed and adjudicated in the State of Tennessee and will be subject to Tennessee law.
- 13. Amendment** - We may amend the Terms of Use, Privacy Policy, or any other relevant policy affecting the Site, and your continued use of the Site following the notice or any modification to these Terms of Use shall be deemed your acknowledgement and acceptance of such change.
- 14. Termination** - Either party may terminate the agreement for any reason.
- 15. General Provisions** - This clause includes some miscellaneous provisions including the terms and conditions governing claims and restrictions on exports.
- 16. Claims of Copyright Infringement** - This clause describes how infringement of copyright is handled by the site, including how to notify Quaver of a possible infringement.
- 17. Quaver Notes** - This clause describes the "currency" used in the Quaver virtual world.
- 18. E-Commerce** - This clause describes the additional Terms of Sale which are applicable when you purchase items from the QuaverStore.
- 19. Contests** - This clause describes the on-line contests held in the Quaver virtual world.
- 20. Majority** - This clause addresses the assurances that each participant shall continue to comply with the Terms of Use.
- 21. Miscellaneous** - These provisions address issues not otherwise addressed or categorized above.

QuaverMusic.com (hereinafter the "Site") is a website that is part of **Quaver's Marvelous World of Music** and is presented to you and operated by QuaverMusic.com, LLC. (hereinafter referred to as "Quaver"), a division of Mastran Music Group, Inc. Quaver and any and all entities that control, are controlled by, or are affiliated or under common control with Quaver are collectively referred to herein as "we," "us," or "our". You are sometimes hereinafter referred to as "you" or "your". For the purposes of these Terms of Use, "Quaver Sites" shall mean QuaverMusic.com as well as any other Internet site of Quaver or its affiliated entities. These Terms of Use establish the terms and conditions which govern your use of the Quaver Sites. By accessing this Site or any Quaver Site or by clicking a box that states that you accept or agree to these terms or by returning an email confirming your acknowledgement and agreement, you signify your agreement to these Terms of Use, our Privacy Policy, our Copyright Policy, and the QuaverMusic.com Rules. If you do not agree to these documents and each term and condition expressed therein, you may not use the Quaver Sites.

You hereby warrant and agree that you are 18 years of age. If you are a parent or guardian and you provide your consent to your child's registration with the Quaver Sites, you agree to be bound by these Terms of Use in respect of their use of the Quaver Sites.

QUAVERMUSIC.COM IS INTENDED TO NURTURE THE IMAGINATION OF THE USER BY FACILITATING THE CREATION OF ORIGINAL MUSIC AND BY TEACHING THE MUSIC HISTORY, THEORY, AND INSTRUCTION. THE QUAVER SITES MAY NOT BE USED TO INFRINGE UPON THE COPYRIGHTS OR ORIGINAL WORKS OF OTHERS. ANY VIOLATION OF THIS POLICY WILL BE DEEMED A MATERIAL VIOLATION OF THESE TERMS OF USE. IT IS THE ESSENCE OF THIS AGREEMENT THAT YOU SHALL ONLY RECORD ORIGINAL MUSIC COMPOSED BY YOU. YOU ARE ENCOURAGED TO NOTIFY US, BY SENDING AN EMAIL, REGULAR MAIL, OR BY PLACING A PHONE CALL IF YOU KNOW OF OR SUSPECT ANY USE OF QUAVERMUSIC.COM OR THE QUAVER SITES BY ANYONE IN ANY WAY WHICH MAY VIOLATE THESE TERMS OF USE OR WHICH MAY CONSTITUTE AN INFRINGEMENT OF THE WORKS OR COPYRIGHTS OF OTHERS.

1. INTRODUCTION

Welcome to QuaverMusic.com! Please read these Terms of Use carefully before using any Quaver Site. Note that special terms apply to some services offered on certain Quaver Sites, like subscription-based services, rules for particular contests or sweepstakes or other features or activities. These terms are posted in connection with the applicable service. Subject to applicable law, any such terms are in addition to these Terms of Use, and in the event of a conflict, prevail over these Terms of Use. You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the generality of the foregoing, you acknowledge that such consideration includes your use of the Quaver Sites and receipt of data, materials, and information available at or through the Quaver Sites, the possibility of our use or display of your Solicited Submissions (as defined below in Section 3, entitled "SUBMISSIONS"), and the possibility of the publicity and promotion from our use or display of your Solicited Submissions.

2. OWNERSHIP OF CONTENT

The Quaver Sites are provided only for your personal use according to the terms and conditions of these Terms of Use. All materials on the Quaver Sites, including, without limitation, text, images, graphics, photographs, software, audio and video clips, animation, databases, e-mails, and posted comments and reviews (collectively, the "Content") are owned or controlled by Quaver and/or its licensors, which retain all right, title, and interest in and to the Content. Quaver Sites and Content are protected by the copyright and trademark laws of the United States and other countries, international conventions, and other applicable laws.

Subject to the Terms of Use, including but not limited to your granting of a non-exclusive worldwide license to Quaver to use such material (as further outlined in Section 4 below), you shall have the right to retain ownership of any sound recording (including the ownership of any underlying musical composition) created by you using the software and tools of the Quaver Sites. Notwithstanding the foregoing, you hereby agree and acknowledge that you shall not have the right to claim any copyright ownership in any original sound recording(s) and/or in any underlying musical composition(s) created by you as a user of a Quaver Site which embodies "loops," "play alongs," or other content provided by us. Furthermore, you hereby agree that in the event you attempt to obtain a copyright registration (or take any other action to obtain ownership) in any sound recording (or in any underlying musical compositions), our limited non-exclusive license to you for any material supplied by us for such sound recording shall be deemed null and void, and you shall have no rights whatsoever to use the sound recording in any capacity. The voidance of the aforementioned non-exclusive license to you shall not void our non-exclusive rights to the sound recording (and underlying musical composition) created by you.

3. SUBMISSIONS

In these Terms of Use, we use the word "Submissions" to mean chat, text, messages, ideas, concepts, pitches, suggestions, stories, screenplays, treatments, formats, artwork, photographs, drawings, videos, audiovisual works, musical compositions (including lyrics), sound recordings, characterizations, your and/or other persons' names, likenesses, voices, user names, profiles, actions, appearances, performances, and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate, or otherwise distribute (collectively, "Distribute") on or through a Quaver Site.

There are two types of Submissions: Solicited Submissions and Unsolicited Submissions.

"Solicited Submissions" means those Submissions (a) that we expressly request or enable you to provide to us via any feature or activity on a Quaver Site for our or others review or display and possible specifically-defined consideration or compensation (collectively, "Consideration") (such as prizes or other value in games, sweepstakes, contests, and promotions); and (b) that you Distribute on or through any Quaver Site for which you do not seek Consideration.

"Unsolicited Submissions" are any and all Submissions that do not fall within subparagraphs (a) or (b) of this paragraph.

In any event, you agree that any Submissions you make are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of any review, compensation, or consideration of any type (other than any stated Consideration). Except as expressly stated in these Terms of Use, the provisions of these Terms of Use apply equally to Unsolicited Submissions and Solicited Submissions. Accordingly, we, our licensees, distributors, agents, representatives, and other authorized users shall be entitled to exploit and disclose all Submissions, and we shall not be liable to you or to any person claiming through you for any exploitation or disclosure of any Submission.

Post only material that is yours; that is, post only material to which you own the copyright. Direct quotes from published materials may not be posted. Material posted without permission of the copyright holder (including but not limited to unauthorized musical compositions recorded by you on the Site) will be removed if we learn of such posting or use of unauthorized copyrighted material. You may not download, display, reproduce, create derivative works from, transmit, sell, distribute, or in any way exploit the Quaver Sites or any portion thereof for any public or commercial use without our express written permission. Using our Content for any other purpose, including but not limited to "re-mailing" or high-volume or automated use of Quaver Sites or using any of our Content on any other website or networked computer environment, is a violation of our copyright and other proprietary rights and is strictly prohibited.

To the extent any "moral rights," "ancillary rights," or similar rights ("Moral Rights") in or to the Submissions exist and are not exclusively owned by us and to the extent you are able to do so under applicable law, you agree not to enforce any such rights as to us or our licensees, distributors, agents, representatives, and other authorized users, and you shall procure the same agreement not to enforce from any others who may possess such rights. To the extent such an agreement is unenforceable, you hereby give a Moral Rights Consent. To the extent any other person has Moral Rights in or to the Submission, you must obtain a Moral Rights Consent from that person and provide it on request to Quaver. "Moral Rights Consent" means a waiver of moral rights to the maximum extent permitted by applicable law and an unconditional consent to any act or omission in relation to the Submissions by or on behalf of Quaver or any licensee or subsequent owner of copyright in the Submissions, including an act or omission which would, but for these Terms of Use, infringe your moral rights.

4. LICENSES AND REPRESENTATIONS

With respect to any portion of any Content, Submission, Derivative Recording (or other derivative work), created or otherwise submitted by you hereunder, which is not otherwise deemed owned and controlled by us, you hereby grant to us and our licensees, distributors, agents, representatives, and other authorized users, a non-exclusive, irrevocable, gratis, royalty-free, sub-licensable and transferable (in whole or part) worldwide license for an indeterminate period (or for such maximum period permitted by applicable law) under all copyrights, trademarks, patents, trade secrets, privacy, and publicity rights, and other intellectual and industrial property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify (including removing lyrics and music from any Submission or substituting the lyrics and music in any Submission with music and lyrics selected by us), to create derivative works based upon, perform and otherwise exploit such Submissions, in whole or in part, in all media formats and channels now known or hereafter devised (including on Quaver Sites, on third party web sites, on our platforms, products and services, on physical media, and in theatrical release) for any and all purposes including, without limitation, entertainment, news, advertising, promotional, marketing, publicity, trade, or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity and you waive all rights of attribution and integrity with respect to such material (the "Submissions License").

By communicating a Submission, you represent and warrant that the Submission and your communication thereof conform to the Rules of Conduct (set forth below in Section 5 labeled "RULES OF CONDUCT") and other requirements of these Terms of Use and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize us to exploit, such Submission in all manners contemplated by these Terms of Use (including the Submissions License).

These Terms of Use (including the Submissions License) do not limit any past or future grant of rights, consents, agreements, assignments, and waivers you may have made or make with respect to Submissions. To the extent that any Submissions you Distribute on or through Quaver Sites contain original songs or recordings, you hereby represent that any sound recordings contained in such Submissions are available for licensing to us (and our licensees, distributors, agents, representatives, and other authorized users) directly from such societies. Notwithstanding the foregoing, you grant the Submissions License with respect to each and every musical composition (including lyrics) and sound recordings contained in such Submissions.

You hereby appoint us as your agent with full power to enter into and execute any document and/or do any act which might be necessary to confirm the grant of rights, consents, agreements, assignments, and waivers set forth in these Terms of Use without notice to you. You agree that any Submissions you make are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of any review, compensation, or consideration of any type.

Solicited Submissions

To the extent that we solicit Submissions through features or activities on or through Quaver Sites (including QProducer, QComposer, QLoops, QStrum, QBackbeat, QSynth, creative activities, games, sweepstakes, contests, promotions, and Public Forums (defined below in Section 5, labeled "PUBLIC FORUMS AND COMMUNICATION") that require the use of our copyrighted works (in whole or in part), we hereby grant you a non-exclusive license to create a derivative work using our copyrighted works (in whole or in part) as required (but only as required, and only for the purpose of creating your Submissions); provided however, such license shall be conditioned upon your compliance with these Terms of Use. If you do not comply with these Terms of Use (or

any of them), at our sole election and in addition to any other rights or remedies that we may possess, we may terminate your license to create derivative works using our copyrighted works (in whole or in part) by sending written notice to you via email or via any common carrier. You agree to the foregoing grant of rights, consents, agreements and licenses whether or not your Submissions are used by us.

5. RULES OF CONDUCT FOR SUBMISSIONS

The following Rules of Conduct apply to the Quaver Sites. By using the Quaver Sites, you agree that you will not Distribute any Submission that:

- (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person;
- (b) is bigoted, hateful, or racially or otherwise offensive;
- (c) is violent, vulgar, obscene, pornographic, or otherwise sexually explicit;
- (d) is private or personal information which might identify a user; or
- (e) otherwise harms or can reasonably be expected to harm any person or entity; is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity; infringes or violates any right of a third party including: (1) copyright, patent, trademark, trade secret, or other proprietary or contractual rights; (2) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (3) any confidentiality obligation; is commercial, business-related, or advertises or offers to sell any products, services, or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations); contains a virus or other harmful component, or otherwise tampers with, impairs, or damages the Quaver Sites or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Quaver Sites; or (1) does not generally pertain to the designated topic or theme of the relevant Public Forum; (2) violates any specific restrictions applicable to a Public Forum; or (3) is antisocial, disruptive, or destructive, including "flaming," "spamming," "flooding," "trolling," "grooming," and "griefing" as those terms are commonly understood and used on the Internet.

We cannot and do not assure that other users are or will be complying with the foregoing Rules of Conduct or any other provisions of these Terms of Use, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance. Without prejudice to any of our other rights under these Terms of Use or at law, we reserve the right to:

- (a) Refuse to post or communicate or remove any Submission from any Quaver Site that violates these Terms of Use (including the Rules of Conduct) and,
- (b) To the extent we are able to do so under applicable law, identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information, when we believe in good faith that such identification or disclosure will either:

- (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or
- (ii) help to enforce these Terms of Use (including the Rules of Conduct) and/or our contest, sweepstakes, promotions, and game rules, and/or protect the safety or security of any person or property, including any Quaver Site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.

6. DOWNLOADS

Provided that you fully comply with the Terms of Use and subject to availability and your payment of any applicable fees (as determined by us), for a limited time after your creation of any such audio recordings, you may download audio recording(s) created by you hereunder, in a digital format to be determined by us, as permitted in this section 6 (including any Derivative Recording). For a limited time, you may also print or download one copy of the music notation derived from your audio recording (subject to availability). Your audio recording(s) and any associated written music notations are sometimes hereinafter sometimes collectively referred to as "User Material". You may use any such User Material for both personal and commercial uses provided:

- (a) you do not remove any copyright or other proprietary notices affixed by us;
- (b) you do not use the Content in an unlawful manner; and
- (c) you do not use the Content in a manner that suggests an association with any of our products, services, or brands; or in a manner which is a violation of these Terms of Use. For the avoidance of doubt, you shall not have the right to use any Quaver servicemark, trademark, copyright, or other properties in any manner whatsoever.

7. PUBLIC FORUMS AND COMMUNICATION

"Public Forum" means an area, site, or feature offered as part of any Quaver Site that offers the opportunity for users to Distribute Submissions for viewing by one or more Quaver Site users, including a chat area, message board, or QProducer. You acknowledge that public forums and features offered therein are for public and not private communications, and you have no expectation of privacy with regard to any submission to a public forum. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk. Subject to applicable law, you are and shall remain solely responsible for the Submissions you Distribute on or through any Quaver Site under your user name otherwise by you in any Public Forum and for the consequences of submitting and posting same. You represent and warrant to us that none of your Submissions will violate the privacy and/or publicity rights of any person and that no such violations will occur by anyone using your password.

Also, you should be skeptical about information provided by others, and you acknowledge that the use of any Submission posted in any Public Forum is at your own risk. For example, we are not responsible for, and we do not endorse the opinions, advice, or recommendations posted or sent by users in any Public Forum, and we specifically disclaim any and all liability in connection therewith. We owe you no obligation, and therefore may refuse to post, deliver, remove, modify, or otherwise use or take any action with respect to Submissions you Distribute. We reserve the

right to screen, refuse to post, remove, edit, store, and/or review Submissions at any time and from time to time and for any or no reason including, without limitation, to ensure that the Submissions conform to the Rules of Conduct, in our absolute and sole discretion without prior notice. If we elect to screen Submissions, there may be a delay in the posting of such content in a Public Forum to allow for a review process. If we have questions about your Submissions including, without limitation, the copyright, we may contact you for further information including, for example, to verify that you own the copyright or otherwise obtained permission to post the material.

8. DISCLAIMERS

Subject to applicable law, the content on or otherwise related in any way to Quaver Sites or any third party sites or services linked to from any Quaver site is provided "as is" and without conditions or warranties of any kind. To the fullest extent permissible pursuant to applicable law, we disclaim all conditions and warranties, express or implied, including subject to applicable law, those of merchantability, fitness for a particular purpose, accuracy, completeness, availability, security, compatibility, and non-infringement. We do not warrant that any content will be error-free, that access thereto will be uninterrupted, that defects will be corrected, or that any Quaver site or the servers that make such content available are free of viruses or other harmful components. Moreover, subject to applicable law, you assume the entire cost of all necessary servicing, repair, or correction. We do not warrant or make any representations regarding the use or the results of the use of any content.

Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You hereby irrevocably waive any claim against us with respect to content and any content you provide to third party sites (including credit card and other personal information), to the fullest extent permitted by applicable law. Please note, however, that this does not affect your statutory rights as a consumer, in particular the legal warranty for latent defects for users who access the Site in certain jurisdictions.

Quaver Sites may contain the opinions and views of other users. Given the interactive nature of these sites, we cannot endorse, guarantee, or be responsible for the accuracy, efficacy, or veracity of any content generated by our users. The content of Quaver Sites are intended for educational and entertainment purposes only. Such content is not intended to, and does not constitute legal, professional, medical, or healthcare advice and may not be used for such purposes. You should not act or refrain from acting on the basis of any content included in, or accessible through, the Quaver Sites without seeking the appropriate legal or other professional advice on the particular facts and circumstances at issue from a lawyer or professional licensed in the recipient's state, country, or other appropriate licensing jurisdiction.

The Website may contain links and pointers to other sites on the Internet that may be maintained by third parties. Such links do not constitute an endorsement by us of any third-party site or any materials contained therein. We do not control, and are not responsible for the availability, accuracy, or currency of such third-party sites or any information, content, products, or services accessible from such third-party sites. Furthermore, we do not endorse and do not take responsibility for any advertisers who may have banners or other advertisements on any such third-party site.

The world wide web provides unprecedented resources and opportunities for learning for you and your children. We are committed to making you and your child's on-line experience with QuaverMusic.com and the Quaver Sites a safe and unique experience each time you visit our site. However, you hereby acknowledge that there is always the potential for unforeseen new concerns which may not always be in the best interest of the child, and therefore, it is important that you as parent and/or guardian spend time with your child as your child uses our web sites and the web sites of others so that you can teach your child safe on-line habits such as to never

disclose your real name, age, and location. Although no one can foresee every potential threat to our children, we will strive to always improve our web sites to provide a safe place for your child to participate.

9. INDEMNIFICATION

You are responsible for maintaining the confidentiality of your user name(s), password(s), and your account(s), as well as all activities that occur under your account(s). You hereby agree to indemnify, defend, and hold Quaver and our licensors, licensees, distributors, agents, representatives, and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers, and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, and assigns (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities, and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms of Use or claims arising from your use of the Quaver Sites and/or your account(s) which shall include but not be limited to claims of copyright infringement and right of publicity claims by third parties which arise from your Submissions hereunder. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

10. LIMITATION OF LIABILITY

To the extent required by applicable law, we do not limit in any way our liability for death or personal injury caused by our negligence or for our fraudulent misrepresentation or concealment or for any other liability which cannot be excluded or limited by applicable laws. Subject to applicable law, under no circumstances, including negligence, shall we, our group undertakings, our and our group undertaking' licensors or licensees, or any of the foregoing entities' respective resellers, distributors, service providers or suppliers, be liable to you or any other person or entity for any direct, indirect, incidental, special, or consequential damages including lost profits, personal injury (including death), and property damage of any nature whatsoever, that result from:

(a) the use of, or the inability to use any Quaver Site or content, or

(b) the conduct or actions, whether online or offline, of any user of a Quaver Site or any other person or entity, even if we have been advised of the possibility of such damages. Subject to applicable law, in no event shall our total liability to you for all damages, losses, and causes of action whether in contract, tort (including negligence) or otherwise exceed the amount paid by you, if any, or \$100.00 (whichever is less) for accessing or participating in any activity related to any Quaver Site.

Moreover, subject to applicable law, under no circumstances shall we, our licensors or licensees, or any of the foregoing entities' respective resellers, distributors, service providers or suppliers, be held liable for any delay or failure in performance resulting directly or indirectly from an act of force majeure or causes beyond our or their reasonable control. Subject to applicable law, we may terminate your further access to Quaver Sites or change the Quaver Sites or delete content or features in any way, at any time and for any reason or no reason without liability. The limitations, exclusions, and disclaimers in this section and elsewhere in these Terms of Use apply to the maximum extent permitted by applicable law. With respect to users who access the Site in certain jurisdictions, this section does not affect your statutory rights as a consumer under applicable law.

We are not responsible for any content posted by users or any links to other web sites posted by users. Inclusion of any link from our Quaver Sites to another web site does not imply approval or endorsement of the linked web site by us. When you access any third-party sites, you do so at your own risk. We take no responsibility for third-party advertisements that are posted on any Quaver Site or any third-party web site, nor do we take any responsibility for the goods or services provided by advertisers. We are not responsible for the conduct, whether online or offline, of any user of the Quaver Sites. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to, or alteration of, the Quaver Sites. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers' computer equipment, or software. We are not responsible for any failure of any upload or download due to technical problems or traffic congestion on the internet or any wireless network. We are not responsible for any injury or damage to any person's computer or mobile phone related to or resulting from use of the Quaver Sites including downloading materials in connection with the Quaver Sites. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of the Quaver Sites or from any Content posted on or through the Quaver Sites, or from the conduct of any users of the Quaver Sites, whether online or offline. The Quaver Sites are provided "AS-IS" and as available, and we expressly disclaim any warranty of fitness for a particular purpose or non-infringement. We cannot guarantee and do not promise any specific results from use of the Quaver Sites.

11. MEMBERSHIP ACCOUNTING

Some services on the Quaver Sites permit or require you to create a financial account to participate or to secure additional benefits. You agree to provide, maintain, and update true, accurate, current, and complete information about yourself as prompted by our registration processes (the "Registration Data"). You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's user name, password, or other account information, or another person's name, likeness, voice, image, or photograph. You acknowledge that you may not sublicense, transfer, sell, or assign Your Membership or Account ID. Any attempt to sublicense, transfer, auction, sell, or assign the Membership or Account ID is void, and such attempts, regardless of whether made by Account Holder, will result in immediate termination of Account. You also agree to promptly notify us at QuaverMusic.com of any unauthorized use of your user name, password, other account information, or any other breach of security that you become aware of involving or relating to the Site. In addition, you agree to exit from your account at the end of each session. Subject to applicable law, we may suspend or terminate your account and your ability to use any Quaver Site or portion thereof for failure to comply with these Terms of Use or any special terms related to a particular service, for infringing copyright, or for any other reason whatsoever. Users shall comply with any applicable currency exchange control requirements. Before completing your subscription transaction, you may review the transaction and correct mistakes and/or withdraw from the transaction. Access to the Service is available immediately on payment of the subscription transaction fee.

12. JURISDICTION

Subject to the requirements of applicable consumer rights and other laws, you agree that any action at law or in equity arising out of or relating to these Terms of Use or the Quaver Sites shall be filed, and that venue properly lies, only in state or federal courts located in the City of Nashville, State of Tennessee, United States of America, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. We make no representation that Content on any Quaver Site is appropriate or available for use in any

particular location. Those who choose to access a Quaver Site do so on their own initiative and are responsible for compliance with all applicable laws including any applicable local laws.

13. AMENDMENT

Subject to applicable law, at any time, we may amend these Terms of Use (including by modification, deletion and/or addition of any portion thereof). If we make a material amendment to these Terms of Use, we will notify you of such amendment by sending you an e-mail at the last e-mail address that you provided us, and/or by posting notice of such amendment on the Web Sites covered by these Terms of Use. Any such amendment to these Terms of Use will be effective immediately following either our dispatch of an e-mail notice to you or our posting of notice of the changes on the Site. Your continued use of the Site following notice of any modification to these Terms of Use shall be conclusively deemed an acceptance of all such modification(s). Your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any policies or practices of/in providing the Site, including without limitation:

- (a) any change in any content, or
- (b) any change in the amount or type of fees associated with the use or access of the Site, is to cancel your subscription in accordance with the subscription help instructions.

Please note that, at all times, you are responsible for updating your personal information to provide us your current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any other reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of any amendment described in the notice.

14. TERMINATION

These Terms of Use are effective until terminated by either you or us. You may terminate these Terms of Use at any time by discontinuing use of the Quaver Site and destroying all materials obtained from the Quaver Sites and all related documentation and all copies and installations thereof, whether made under these Terms of Use or otherwise. We may immediately terminate these Terms of Use with respect to you (including your access to Quaver Sites, and any and all Quaver group sites) in our absolute discretion including, without limitation, if you breach or fail to comply with any material term or provision of these Terms of Use. Upon termination, you must cease use of the Site and destroy all materials obtained from the Site and all copies thereof, whether made under these Terms of Use or otherwise. We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of the accounts of users who are repeat infringers of copyright. Any fraudulent, abusive, or otherwise illegal activity may also be grounds for termination of your account, at our sole discretion, and you may be reported to appropriate law-enforcement agencies. We reserve the right to modify, suspend, or discontinue the Quaver Sites or any portion thereof at any time, including the availability of any area of the Quaver Sites. We may also impose limits on certain features and services or restrict your access to parts or all of the Quaver Sites without notice or liability.

15. GENERAL PROVISIONS

If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. These Terms of Use take effect as an agreement and separately as a notice which limits the basis on which Quaver makes the Quaver Sites available. No waiver of any provision of these Terms of Use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right

or provision under these Terms of Use shall not constitute a waiver of such right or provision. In these Terms of Use, the word "including" is used illustratively, as if followed by the words "but not limited to." To the extent permitted by applicable law, you agree that any cause of action you may have arising out of or related to these Terms of Use or any Quaver Site must commence within one (1) year (or the minimum applicable statutory period, if longer) after the cause of action accrues; otherwise, such cause of action shall be permanently barred. Supply of goods, services, and software through Quaver Sites is subject to United States export control and economic sanctions requirements. By acquiring any such items through Quaver Sites, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements.

16. COPYRIGHT POLICY - CLAIMS OF COPYRIGHT INFRINGEMENT

We have adopted and implemented a policy that provides for the termination, in appropriate circumstances as determined by us in our sole discretion, of users who are infringers of copyright. Notifications of claimed copyright infringement must be sent to Service Provider's Designated Agent. Notification must be submitted to the following Designated Agent:

- Service Provider: QuaverMusic.com, L.L.C.
- Name of Agent Designated to Receive Notification of Claimed Infringement:
Ms. Amanda Thompson.
- Full Address of Designated Agent to which notification should be sent:

QuaverMusic.com, L.L.C.
1706 Grand Avenue
Nashville Tennessee 37212
United States of America

- Telephone Number of Designated Agent: +1 (615) 329 - 4711
- Facsimile Number of Designated Agent: +1 (615) 329 - 4716
- E-Mail Address of Designated Agent: amanda@quavermusic.com

To be effective, the notification must be a written communication that includes the following:

- A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and

under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We may give you notice that we have removed or disabled access to certain material by means of a general notice on any Quaver Site, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to your physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled; A statement from you under the penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; *and*
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which Quaver may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

17. QUAVERNOTES

The virtual currency for use on QuaverMusic.com is the QuaverNote. QuaverNotes can be redeemed by the user for access to premium content on the QuaverMusic.com website. With QuaverNotes, your child can do the following:

- Obtain Additional Instruments for QBackbeat, QComposer, QLoops, and QStrum
- Obtain Additional Strums for QStrum
- Obtain Additional Loops for QLoops
- Obtain Additional Play Alongs for QBackbeat, QComposer, QLoops, and QStrum
- Load Synthesizer Sounds onto QSynth
- Create mp3 Files of Creative Works
- Obtain Premium Avatar Features, Clothing, and Accessories
- Obtain Premium Music Room Furnishings
- Obtain Tickets to Visit Music Venues via the Metro
- Obtain Tickets to Visit Time Venues via the Phone Box
- Purchase Additional Mini-Games in Quaver's Arcade to Play

The specific terms and conditions and for purchase of the QuaverNotes can be found at: QuaverMusic.com/parentteacher/catalog_quavernotes.html

Notwithstanding the foregoing, the user can access and use the Quaver Sites as follows for no fee:

- Chat - Approved Phrases or Approved Dictionary or Filtered Free Style
- Free Use of Basic Functions in Creative Activities - QComposer, QStrum, QBackbeat, QLoops, and QSynth
- Basic Instrument Set for QBackbeat, QComposer, QLoops, and QStrum
- Free Use of QSynth to Create Their Own Synth Sound
- Free Access to a Few of the Style Venues
- Free Access to a Few of the Time Venues
- Access to Two of the Mini-Games
- Basic Avatar Features/Clothing
- Basic Music Room Furnishings
- Access to QuaverTV
- Save Creative Works

We reserve the right to modify the QuaverNote pricing guidelines (including access to any “free” activities or content) at our sole discretion including the posting of price changes on a web page dedicated to QuaverNote which shall be linked to the Quaver Sites. Your use of the Quaver Sites after any changes to this Section 17 or after any change to any page dedicated to the QuaverNotes or any changes to any other provisions posted to the Terms of Use shall be deemed to be your acknowledgement and acceptance of any such additional changes.

18. E-COMMERCE SERVICES AND QUAVERSTORE.COM

Quaver offers certain e-commerce services including the ability to purchase goods and services via QuaverStore.com (each an “E-Commerce Service” and collectively the “E-Commerce Services”). Additional Terms of Sale apply to your use and access of these E-Commerce Services and such additional Terms of Sale are incorporated herein by reference.

19. CONTEST RULES

From time to time, the Quaver Sites will conduct on-line contests inside the Quaver virtual world in order to provide users with the opportunity to participate in order to determine “fan” favorites with respect to the original musical compositions, sound recordings and other works created by our users. Each user shall have the ability to submit one or more entry recorded and/or created on the Site, and each user shall have the right to vote for his or her entry or the entries of others as many times as they wish. These contests are intended merely for the entertainment and enjoyment of our users, and unauthorized third parties shall not have the authority to vote. It shall be deemed a material violation of this Agreement to allow any third party to use your user name and password to vote in any contest. Any prizes awarded the winners of such contests shall have the form of on-line trophies or other certificates which may be used or viewed in the Quaver virtual world and therefore any such prizes shall not have any cash value. Any such contests shall be void in any jurisdiction where prohibited. We reserve the right to post additional rules and regulations which may govern any such contests. We shall randomly peruse submissions and the finalists of any such contests and if we determine (in our sole discretion) that any submission constitutes an infringement of musical composition subject to copyright, we shall immediately remove such entry and any prize awarded to that user shall be immediately forfeited.

20. MAJORITY

You understand and acknowledge that in order to provide the Quaver Sites, we have incurred substantial expenses and continue to undertake commitments in reliance upon your consent and your consent to your child’s participation in and use of the Quaver Sites. Your child is sometimes hereinafter referred to as a “minor user”. Since each minor user hereunder is under the

age of eighteen (18) at the time of your acknowledgement and acceptance of these Terms of Use, you as parents and/or legal guardians of the minor user hereby agree to perform every act and to execute every document required to assist us, if so requested (at our sole discretion), for the sole purpose of maintaining our rights hereunder including but not limited to obtaining judicial approval of these Terms of Use and/or removing any disability as to the enforceability of these Terms of Use in accordance with the laws of the State of Tennessee and of any other applicable jurisdiction with respect to the minor user. In the event we make such a request, at our sole discretion, we agree to pay all costs incurred in obtaining judicial approval of these Terms of Use and/or removing any disability as to the enforceability of these Terms of Use.

21. MISCELLANEOUS

In addition to any other rights which we may possess, we reserve the right to immediately and permanently remove any and all material which we believe to be infringing upon the rights held by other or which is unlicensed and to immediately suspend or terminate the user's account. Furthermore, in the event the user's account has been inactive for sixty (60) days or more, we reserve the right to immediately and permanently delete any material stored by the user on our servers including any music recorded by you. The Quaver Sites are intended for the private use of the registered users (who are at least 18 years of age) and those individuals named in the parental/guardian consent. Any use of the Quaver Sites by an unauthorized third party using a pre-approved registered user name or account is prohibited and will be deemed a material violation of these Terms of Use.

QUAVERMUSIC.COM IS INTENDED TO NURTURE THE IMAGINATION OF THE USER BY FACILITATING THE CREATION OF ORIGINAL MUSIC AND BY TEACHING MUSIC HISTORY, THEORY, AND INSTRUCTION. THE QUAVER SITES MAY NOT BE USED TO INFRINGE UPON THE COPYRIGHTS OR ORIGINAL WORKS OF OTHERS. ANY VIOLATION OF THIS POLICY WILL BE DEEMED A MATERIAL VIOLATION OF THESE TERMS OF USE. IT IS THE ESSENCE OF THIS AGREEMENT THAT YOU SHALL ONLY RECORD ORIGINAL MUSIC COMPOSED BY YOU. YOU ARE ENCOURAGED TO NOTIFY US, BY SENDING AN EMAIL, REGULAR MAIL, OR BY PLACING A PHONE CALL IF YOU KNOW OF OR SUSPECT ANY USE OF QUAVERMUSIC.COM OR THE QUAVER SITES BY ANYONE IN ANY WAY WHICH MAY VIOLATE THESE TERMS OF USE OR WHICH MAY CONSTITUTE AN INFRINGEMENT OF THE WORKS OR COPYRIGHTS OF OTHERS.

As an educational service, we are providing additional resources and materials to educate the participant on the basic principles of copyright law and the importance of not infringing upon the works of others. By your acceptance of these Terms of Use, you hereby agree to peruse the educational materials provided by us.