

WeirdMusic.net Music Registration Terms of Services and Conditions for Music Member Account and Content

- This agreement describes the legal relationship between you, the Artist, (either individual or band, individual or organization acting as the legal representative) and WeirdMusic.net (referred to as "we" or "us"). By creating your account and/or submitting any material or information to WeirdMusic.net, its legal affiliates, successors, assigns, agents, distributors and licensees, you explicitly confirm that you have read, understood, and agreed to the following agreement:
- You have the right to terminate this agreement and all licenses granted to us at any time.
- By providing us with sound recordings, musical works and/or other material (such as pictures, videos, song lyrics, etc.; collectively "Artist Content") the following terms apply:
- **License Grant.** You hereby grant to us, and by the act of delivering Artist Content to us, a nonexclusive, worldwide, royalty-free license to: (a) reproduce, distribute, publicly perform, publicly display and digitally perform the Artist Content in whole or in part (including the right to create compilations which include your songs); (b) create and use samples of the Artist Content solely for the purpose of demonstrating or promoting our or your products or services; (c) use any trademarks, service marks or trade names incorporated in the Artist Content in connection with your material; and (d) use the name and likeness of any individuals represented in the Artist Content only in connection with your material.
- **Ownership.** You retain ownership of the copyrights and all other rights in your songs, subject to the non-exclusive rights granted to us under this agreement. You are free to grant similar rights to others during and after the term of this agreement.
- **Termination.** You may terminate this agreement at any time by so notifying us; the agreement will terminate upon our actual receipt of such notice. We may terminate this agreement at any time by so notifying you; the agreement will terminate upon your actual receipt of such notice or three(3) days after we have sent a notice of termination to the e-mail address which you supply to us.
- **Representations and Warranties.** The term "Material" means all material that you submit to us (incorporated in Artist Content), including Sample Songs, and Collateral Material, as applicable. You represent and warrant that (a) the Material is the artist's own original work, and contains no unauthorized sampled material, (b) you have full right and power to enter into and perform this agreement, and have secured all third party consents necessary to enter into this agreement, (c) the Material does not and will not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy, or moral rights (d) the Material does not and will not violate any law, statute, ordinance or regulation; (e) the Material is not and will not be defamatory, trade libelous, pornographic or obscene, (f) the Material does not and will not contain any viruses or other programming routines that detrimentally interfere with computer systems or data, (g) all factual assertions that you have made and will make to us are true and complete. You agree to indemnify and hold us and our customers harmless from any and all damages and costs, including reasonable attorney's fees, arising out of or related to your breach of the representations and warranties described in

this section. You agree to execute and deliver documents to us, upon our reasonable request, that evidence or effectuate our rights under this agreement.

- **Determining Type of Content.** We will implement and maintain business practices which enable us to accurately categorize content that you deliver to us. If we make an error in good faith, however and consequently exceed our license rights, your sole and exclusive remedy will be for us to take all reasonable steps to promptly correct the error as soon as we become aware of the error.
- **Disclaimer.** We provide our products and services related to this agreement "AS IS" without warranty of any kind. We will not intentionally provide Artist Content for free download and/or resale, unless written permission from owner(s) of Artist Content is given. We do not guarantee any type and/or level of success. We maintain the right to refuse any artist that may wish to participate on WeirdMusic.net for any reason with or without notice.
- WeirdMusic.net does not promise that the Website will be error-free or uninterrupted, or that the Site will provide specific results from your use of any content, search, or link on it. The Site, and all Services and Content within them are delivered on an "AS IS" and "AS AVAILABLE" basis. WeirdMusic.net does not warrant or represent that materials you download from the WeirdMusic.net sites will be free of viruses or other harmful features.

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