



Terms of Use (Terms and Conditions)

Last Revised April 05, 2009

1. Your Acceptance

A. Welcome to Singing Place.com, a social network that connects you with the people around you. The Singing Place.com service and network (collectively, "Singing Place.com", "Singing Place" or "the Service") are operated by Internet Singing Star .com Corp. and its corporate affiliates (collectively, "us", "we" or "the Company"). By accessing or using our web site at www.SingingPlace.com ("Site"), you (the "User") signify that you have read, understand and agree to be bound by these Terms of Use ("Terms of Use" or "Agreement"), whether or not you are a registered member of Singing Place.com. We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. If we do this, we will post the changes to these Terms of Use on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Service or the Site after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Service or the Site. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to review such changes.

B. By using and/or visiting this Site, you signify your agreement to these Terms of Use and Singing Place's privacy notice, found at www.singingplace.com/privacy.pdf and incorporated here by reference. This Agreement sets forth the legally binding terms for your use of the Singing Place.com Services. By using the Singing Place.com Services, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the Singing Place.com Site, or otherwise use the Singing Place.com Services without being registered) or you are a "Member" (which means that you have registered with Singing Place.com). The term "User" refers to a Visitor or a Member. You are only authorized to use the Singing Place.com Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and the terms of this Agreement. Please read this Agreement and save it. If you **do not agree** to be bound by this Agreement and to follow all applicable laws, you should leave the Singing Place.com Site and discontinue use of the Singing Place.com Services immediately. If you wish to become a Member, communicate with other Members and/or make use of the SingingPlace.com Services, you must read this Agreement and indicate your acceptance during the registration process. If you do not agree to any of these terms or the Singing Place privacy notices, please do not use the Singing Place Site.

C. SingingPlace.com reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages) by you, or to deny, restrict, suspend, or terminate your access to all or any part of the SingingPlace.com Services at any time, for any or no reason, with or without prior notice or explanation, and without liability. Singing Place.com expressly

reserves the right to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the Singing Place.com Services if Singing Place.com determines, in its sole discretion that you have violated this Agreement or pose a threat to Singing Place.com and/or its Users. If you become aware of misuse of the Singing Place.com Services by any person, please click on the "Contact Us" at the bottom of the Singing Place.com Site page.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

2. Singing Place Site

A. These Terms of Service apply to all users of the Singing Place Site, including users who are also contributors of video content, information, and other materials or services on the Site. The Singing Place Site includes all aspects of Singing Place, including but not limited to all products, software and services offered via the website.

B. The Singing Place Site may contain links to third party websites that are not owned or controlled by Singing Place .Singing Place has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Singing Place will not and cannot censor or edit the content of any third-party site. By using the Site, you expressly relieve Singing Place.com from any and all liability arising from your use of any third-party website.

C. Accordingly, we encourage you to be aware when you leave the Singing Place.com Site that you read the Terms of Use and privacy policy of each other website that you visit.

3. Singing Place Accounts

A. In order to access some features of the Site, you will have to create a Singing Place.com account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Singing Place.com immediately of any breach of security or unauthorized use of your account.

B. Although Singing Place.com will not be liable for your losses caused by any unauthorized use of your account; you may be liable for the losses of Singing Place.com or others due to such unauthorized use.

4. Permissions and Restrictions (General Use of the Website)

Singing Place hereby grants you permission to access and use the Site as set forth in these Terms of Use, provided that:

- A. You agree not to distribute in any medium any part of the Site, including but not limited to User Submissions (defined below), without Singing Places prior written authorization.
- B. You agree not to alter or modify any part of the Site, including but not limited to Singing Place Embeddable Player or any of its related technologies.
- C. You agree not to access User Submissions (defined below) or Singing Place Content through any technology or means other than the video playback pages of the Site itself, the Singing Place Embeddable Player, or other explicitly authorized means Singing Place may designate.
- D. You agree not to use the Site, including the Singing Place Embeddable Player for any commercial use, without the prior written authorization of Singing Place. **Prohibited commercial uses include any of the following actions taken without Singing Places express approval:**

- Sale of access to the Site or its related services (such as the Embeddable Player) on another website;

- Use of the Site or its related services (such as the Embeddable Player), for the primary purpose of gaining advertising or subscription revenue;

- The sale of advertising, on the Singing Place Site or any third-party website, targeted to the content of specific User Submissions (defined below) or Singing Place content;

- and any use of the Site or its related services (such as the Embeddable player) that Singing Place finds, in its sole discretion, to use Singing Place 's resources or User Submissions (defined below) with the effect of competing with or displacing the market for Singing Place , Singing Place content, or its User Submissions (defined below).

- Uploading an original video to Singing Place, or maintaining an original channel on Singing Place, to promote your business or artistic enterprise;

- Using the Embeddable Player to show Singing Place videos on an ad-enabled blog or website, provided the primary purpose of using the Embeddable Player is not to gain advertising revenue or compete with Singing Place;

- Any use that Singing Place expressly authorizes in writing.

E. If you use the Singing Place Embeddable Player on your website, you must include a prominent link back to the Singing Place Site on the pages containing the Embeddable Player and you may not modify, build upon, or block any portion of the Embeddable Player in any way.

F. If you use the Singing Place upload software, you agree that it may automatically download and install updates from time to time from Singing Place. These updates are designed to improve, enhance and further develop the Upload and may take the form of bug fixes, enhanced

functions, new software modules and completely new versions. You agree to receive such updates (and permit Singing Place to deliver these to you) as part of your use of the Upload.

G. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Site in a manner that sends more request messages to the Singing Place servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Singing Place grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Singing Place reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Site, nor to use the communication systems provided by the Site (e.g. comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Site with respect to their User Submissions (defined below).

You also agree not to:

- Use the Service or the Site in any unlawful manner or in any other manner that could damage, disable, and overburden or impair the Site;
- Use automated scripts to collect information from or otherwise interact with the Service or the Site;
- Upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- Upload, post, transmit, share, store or otherwise make available any videos other than those of a personal nature that: (i) are of you or your friends singing, (ii) are taken by you or your friends and a third party is aware of the posting, or (iii) are original singing talent created by you or your friends;
- Register for more than one User account, register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity;
- Impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- Upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

- Upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;

- Solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;

- Upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- Intimidate or harass another;

- Upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;

- Use or attempt to use another's account, service or system without authorization from the Company, or create a false identity on the Service or the Site.

- Upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose Company or its users to any harm or liability of any type.

H. In your use of the Site, you will otherwise comply with the terms and conditions of these Terms of Use, Singing Place Privacy Policy, and all applicable local, national, and international laws and regulations.

I. Singing Place reserves the right to discontinue any aspect of the Singing Place Site at any time.

5. Your Use of Content on the Site

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of content on the Singing Place Site.

A. The content on the Singing Place Site, except all User Submissions (as defined below), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Singing Place, subject to copyright and other intellectual property rights under the law. Content on the Site is provided to you AS IS for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other

purposes whatsoever without the prior written consent of the respective owners. Singing Place reserves all rights not expressly granted in and to the Site and the Content.

B. You may access User Submissions (defined below) solely:

- For your information and personal use;
- As intended through the normal functionality of the Singing Place Service; and
- For Streaming.

"Streaming" means a contemporaneous digital transmission of an audiovisual work via the Internet from the Singing Place Service to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user. Accessing User Videos for any purpose or in any manner other than Streaming is expressly prohibited. User Videos are made available "as is."

C. User Comments are made available to you for your information and personal use solely as intended through the normal functionality of the Singing Place Service. User Comments are made available "as is", and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, downloaded, or otherwise exploited in any manner not intended by the normal functionality of the Singing Place Service or otherwise as prohibited under this Agreement.

D. You may access Singing Place Content, User Submissions (defined below) and other content only as permitted under this Agreement. Singing Place reserves all rights not expressly granted in and to the Singing Place Content and the Singing Place Service.

E. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Site for any commercial purposes.

F. You agree not to circumvent, disable or otherwise interfere with security-related features of the Singing Place Site or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Singing Place Site or the Content therein.

G. You understand that when using the Singing Place Site, you will be exposed to User Submissions(defined below) from a variety of sources, and that Singing Place is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions(defined below). You further understand and acknowledge that you may be exposed to User Submissions(defined below) that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Singing Place with respect thereto, and agree to indemnify and hold Singing Place, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

6. Your User Submissions and Conduct

A. As a Singing Place account holder you may submit video content ("User Videos") and textual content ("User Comments"). User Videos and User Comments are collectively referred to as "User Submissions." You understand that whether or not such User Submissions are published, Singing Place does not guarantee any confidentiality with respect to any User Submissions.

You also agree not to post videos, photos or any User Submissions that:

- Is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- Harasses or advocates harassment of another person;
- Exploits people in a sexual or violent manner;
- Contains nudity, excessive violence, or offensive subject matter or contains a link to an adult website;
- Solicits personal information from anyone under 18;
- Publicly posts information that poses or creates a privacy or security risk to any person;
- Constitutes or promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- Constitutes or promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
- Involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, or "spamming";
- Contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- Furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- Solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
- Involves commercial activities and/or sales without prior written consent from Singing Place such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- Includes a photograph or video of another person that you have posted without that person's consent;
- For singers, bands and other profiles, uses sexually suggestive imagery or any other unfair, misleading or deceptive Content intended to draw traffic to the profile; or
- Violates the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person.

B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use

and authorize Singing Place to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Site and these Terms of Use.

C. To be clear, you retain all of your ownership rights in your User Submissions. However, by submitting User Submissions to Singing Place, you hereby grant Singing Place a worldwide, non-exclusive, royalty-free, sublicense able and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Singing Place Site and Singing Place 's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Singing Place Site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Singing Place Site a non-exclusive license to access your User Submissions through the Site, and to use, reproduce, distribute, display and perform such User Submissions as permitted through the functionality of the Site and under these Terms of Use. The above licenses granted by you in User Videos terminate within a commercially reasonable time after you remove or delete your User Videos from the Singing Place Service. You understand and agree, however, that Singing Place may retain, but not display, distribute, or perform, server copies of User Submissions that have been removed or deleted. The above licenses granted by you in User Comments are perpetual and irrevocable.

D. In connection with User Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Singing Place all of the license rights granted herein.

E. You further agree that you will not, in connection with User Submissions, submit material that is contrary to the Singing Place Terms of Use, Singing Places Privacy Policy, or contrary to applicable local, national, and international laws and regulations.

F. Singing Place does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Singing Place expressly disclaims any and all liability in connection with User Submissions. Singing Place does not permit copyright infringing activities and infringement of intellectual property rights on its Site, and Singing Place will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. Singing Place reserves the right to remove Content and User Submissions without prior notice.

G. Singing Place from time to time will be conducting contests to find new and upcoming artist. The contests will be subject to separate terms (**Contest terms of use**). You hereby grant each user of the Singing Place Site a non-exclusive license to access your Video Submissions through the Site, and to use, reproduce, distribute, display and perform such Video Submissions as permitted through the functionality of the Site and under the Terms of use and **Contest Terms of use**.

7. Account Termination Policy

A. Singing Place will terminate a User's access to its Site if, under appropriate circumstances, they are determined to be a repeat infringer.

B. Singing Place reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Use for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. Singing Place may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion. We respect the intellectual property rights of others and we prohibit users from uploading, posting or otherwise transmitting on the Singing Place Site or service any materials that violate another party's intellectual property rights. When we receive proper notification of Alleged Copyright Infringement we promptly remove or disable access to the allegedly infringing material and terminate the accounts of repeat infringers as described herein in accordance with the Digital Millennium Copyright Act (DMCA).

8. Repeat Infringer Policy

In accordance with the DMCA and other applicable law, the Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, members who are deemed to be repeat infringers. Company may also at its sole discretion limit access to the Site and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

9. Digital Millennium Copyright Act

If you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the DMCA by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a 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 the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

-A statement that you have 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 you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

DMCA notices should go to our Copyright Agent; you acknowledge that if you fail to comply with all of the requirements, your DMCA notice may not be valid.

Copyright Agent Contact Information: Singing Place c/o Edward Gordon P.O. Box 1238 Long Beach N.Y. 11561

10. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE SINGING PLACE SITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, SINGING PLACE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF. SINGING PLACE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY:

-ERRORS, MISTAKES, OR INACCURACIES OF CONTENT,

-PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE,

-ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,

-ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE,

-ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR

-ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SINGING PLACE SITE. SINGING PLACE DOES NOT

WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SINGING PLACE SITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND SINGING PLACE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

11. Indemnity

You agree to defend, indemnify and hold harmless Singing Place, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

-your use of and access to the Singing Place Site;

-your violation of any term of these Terms of Use;

-your violation of any third party right, including without limitation any copyright, property, or privacy right; or

-any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Singing Place Site.

-any Third Party Applications, Software or Content you post or share on or through the Site (including our Share Service), your use of the Service or the Site, your conduct in connection with the Service or the Site or with other users of the Service or the Site, or any violation of this Agreement or of any law or the rights of any third party.

12. Limitation on Liability

IN NO EVENT WILL COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE, ANY PLATFORM APPLICATIONS OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SITE, EVEN IF THE

COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE SERVICE DURING THE TERM OF MEMBERSHIP, BUT IN NO CASE WILL THE COMPANY'S LIABILITY TO YOU EXCEED \$1000. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO COMPANY FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM COMPANY, REGARDLESS OF THE CAUSE OF ACTION.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS

13. Proprietary Rights in Site Content; Limited License

All content on the Site and available through the Service, including designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of the Singing Place, its users or its licensors with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission, except that the foregoing does not apply to your own User Content (as defined below) that you legally post on the Site. Provided that you are eligible for use of the Site, you are granted a limited license to access and use the Site and the Site Content and to download or print a copy of any portion of the Site Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content, you may not upload or republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. Such license is subject to these Terms of Use and does not permit use of any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppels, implication or otherwise. This license is revocable at any time without notice and with or without cause.

14. Third Party Websites and Content

The Site contains (or you may be sent through the Site or the Service) links to other websites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). Such Third Party Sites and Third Party Applications, Software or Content are **not** investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by Singing Place. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

15. Eligibility

A. Membership in the Service is void where prohibited. You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case, you affirm that you are over the age of 14, as the Singing Place Site is **not** intended for children under 14. We recommend that children between the ages of 14 and 17 should not send any information about themselves to anyone over the Internet without asking their parents or legal guardians for permission beforehand. If you are under 14 years of age, then please do not use the Singing Place Site.

B. the Site is controlled and offered by Singing Place from its facilities in the United States of America. Singing Place makes no representations that the Singing Place Site is appropriate or available for use in other locations. Those who access or use the Singing Place Site from other jurisdictions do so at their own volition and are responsible for compliance with local law.

16. Termination

The Company may terminate your membership, delete your profile and any content or information that you have posted on the Site or through any Platform Application and/or prohibit you from using or accessing the Service or the Site or any Platform Application (or any portion, aspect or feature of the Service or the Site or any Platform Application) for any reason, or no reason, at any time in its sole discretion, with or without notice, including if it believes that you are under 14. Your profile may be deleted and your Membership may be terminated without warning, if we believe that you are under 14 years of age, if we believe that you are under 18 years of age and you represent yourself as 18 or older, or if we believe you are over 18 and

represent yourself as under 18. When we are notified that a user has died, we will generally, but are not obligated to, keep the user's account active under a special memorialized status for a period of time determined by us to allow other users to post and view comments.

17. Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Singing Places without restriction.

18. Registration Data; Account Security

In consideration of your use of the Site, you agree to

-provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data");

-maintain the security of your password and identification;

-maintain and promptly update the Registration Data, and any other information you provide to Company, to keep it accurate, current and complete; and

-be fully responsible for all use of your account and for any actions that take place using your account.

19. Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to Company are non-confidential and shall become the sole property of Company. Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

20. U.S. Export Controls.

Software available in connection with the Singing Place Services (the "Software") is further subject to United States export controls. No Software may be downloaded from the Singing Place Services or otherwise exported or re-exported in violation of U.S. export laws.

Downloading or using the Software is at your sole risk.

21. Member Disputes.

You are solely responsible for your interactions with other Singing Place users and members. We reserve the right, but have no obligation, to become involved in any way with disputes between you and other users or Members.

22. Arbitration

YOU AND SINGING PLACE AGREE THAT, EXCEPT AS MAY OTHERWISE BE PROVIDED IN REGARD TO SPECIFIC SERVICES ON THE SITE IN ANY SPECIFIC TERMS APPLICABLE TO THOSE SERVICES, THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE TERMS OF USE, THE SITE AND/OR THE SERVICE (INCLUDING YOUR VISIT TO OR USE OF THE SITE AND/OR THE SERVICE) SHALL BE FINAL AND BINDING ARBITRATION, except that:

- to the extent that either of us has in any manner infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark or trade secret rights, or you have otherwise violated any of the user conduct rules set forth above or in the Code of Conduct then the parties acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought; and

-no disputes or claims relating to any transactions you enter into with a third party through the Singing Place Site may be arbitrated.

Arbitration under this Agreement shall be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and, in the case of consumer disputes, the AAA's Supplementary Procedures for Consumer Related Disputes (the "AAA Consumer Rules") (collectively the "AAA Rules"). The location of the arbitration and the allocation of costs and fees for such arbitration shall be determined in accordance with such AAA Rules and shall be subject to the limitations provided for in the AAA Consumer Rules (for consumer disputes). If such costs are determined to be excessive in a consumer dispute, the Company will be responsible for paying all arbitration fees and arbitrator compensation in excess of what is deemed reasonable. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, **NO ARBITRATION OR CLAIM UNDER THESE TERMS OF USE SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICE, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED.** In no event shall any claim, action or proceeding by you related in any way to the Site and/or the Service (including your visit to or use of the Site and/or the Service) be instituted more than one (1) years after the cause of action arose.

23. General

You agree that:

-the Singing Place Site shall be deemed solely based in New York; and

-the Singing Place Site shall be deemed a passive website that does not give rise to personal jurisdiction over Singing Place, either specific or general, in jurisdictions other than New York. These Terms of Use shall be governed by the internal substantive laws of the State of New York, without respect to its conflict of laws principles. Any claim or dispute between you and Singing Place that arises in whole or in part from the Singing Place Site shall be decided exclusively by a court of competent jurisdiction located in Nassau County, New York. These Terms of Use, together with the Privacy Notice at www.singingplace.com and any other legal notices published by Singing Place on the Site, shall constitute the entire agreement between you and Singing Place concerning the Singing Place Site. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Singing Place's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Singing Place reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. Your use of the Singing Place Site following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms. **YOU AND SINGINGPLACE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SINGINGPLACE .COM SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

24. Disclaimers

The Company is not responsible or liable in any manner for any User Content or Third Party Applications, Software or Content posted on the Site or in connection with the Service, whether posted or caused by users of the Site, by Singing Place, by third parties or by any of the equipment or programming associated with or utilized in the Site or the Service. Although we provide rules for user conduct and postings, we do not control and are not responsible for what users post, transmit or share on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with any User Content or Third Party Applications, Software or Content. The Company is not responsible for the conduct, whether online or offline, of any user of the Site or Service.

The Site and the Service may be temporarily unavailable from time to time for maintenance or other reasons. Company assumes 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, User communications. The Company is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Site or combination thereof, including injury or damage to User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Web and/or in connection with the Service, including any Mobile Client software. Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting

from anyone's use of the Site or the Service, any User Content or Third Party Applications, Software or Content posted on or through the Site or the Service or transmitted to Users, or any interactions between users of the Site, whether online or offline.

THE SITE, THE SERVICE, ANY PLATFORM APPLICATIONS AND THE SITE CONTENT ARE PROVIDED "AS-IS" AND THE COMPANY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COMPANY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE AND/OR THE SERVICE AND/OR ANY PLATFORM APPLICATIONS. COMPANY DOES NOT REPRESENT OR WARRANT THAT SOFTWARE, CONTENT OR MATERIALS ON THE SITE, THE SERVICE OR ANY PLATFORM APPLICATIONS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE SITE OR SERVICE ITS SERVERS, OR ANY PLATFORM APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH SOFTWARE, CONTENT OR MATERIALS AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT, MATERIAL, DATA OR SOFTWARE (INCLUDING ANY MOBILE CLIENT) FROM OR THROUGH THE SERVICE AND ANY PLATFORM APPLICATIONS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT.

The Company reserves the right to change any and all content, software and other items used or contained in the Site and any Services and Platform Applications offered through the Site at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Company.

25. Other

These Terms of Use constitute the entire agreement between you and Singing Place regarding the use of the Site and/or the Service, superseding any prior agreements between you and Company relating to your use of the Site or the Service. The failure of Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of these Terms of Use shall be deemed 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.

**I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS
CONTAINED ABOVE:**