

Terms of Service and Use

Effective as from January 10, 2012

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND ZNAK INC. (“**ZNAK**”), THE OPERATOR OF BUYMYPLAYLIST (“**BMP**”), STATING THE TERMS THAT GOVERN YOUR USE OF BMP’S SOFTWARE APPLICATION (THE “**BMP PLATFORM**”), INCLUDING THE BMP DIGITAL MUSIC STORE AND SERVICES AND THE BMP SOCIAL NETWORK, BOTH AVAILABLE AT THE CURRENT AND FUTURE BMP WEBSITE(S), CURRENTLY : WWW.BUYMYPLAYLIST.COM (COLLECTIVELY, THE “**BMP WEBSITES**”). THIS AGREEMENT – TOGETHER WITH ALL UPDATES, ADDITIONAL TERMS, SOFTWARE LICENSES, AND ALL OF ZNAK’S RULES AND POLICIES COLLECTIVELY CONSTITUTE THE “**AGREEMENT**” BETWEEN YOU AND ZNAK. TO AGREE TO THESE TERMS, CLICK “I AGREE.” IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK “I AGREE,” AND DO NOT USE THE BMP SERVICES. YOU MUST ACCEPT AND ABIDE BY THESE TERMS AS PRESENTED TO YOU: CHANGES, ADDITIONS, OR DELETIONS ARE NOT ACCEPTABLE, AND ZNAK MAY REFUSE ACCESS TO THE BMP SERVICES FOR NONCOMPLIANCE WITH ANY PART OF THIS AGREEMENT.

BMP can be accessed as:

- (1) an ad-supported free-to-the-user limited service (the “**BMP Lite**”), which allows registered users to browse the BMP music catalogs, read industry news and announcements, listen to 30-second samples of audio tracks recommended by other users, make comments, and rank favorite tunes ;
- (2) an ad-supported free-to-the-user service and social network (the “**BMP Full**”), which – in addition to the benefits of BMP Lite – allows the registered users to purchase MP3 download rights to selected audio tracks from the BMP catalogs at special premium prices (the “**BMP Premium Price**”), build and recommend to others personal and thematic playlists containing from 5 to 8 audio tracks from the BMP catalogs (the “**Playlists**”), earn credits (the “**BMP Credits**”) based on the use statistics and revenues from the sales of the audio tracks included in the Playlists recommended to other BMP users, and purchase downloads and limited 60-day streaming rights to BMP Playlists and selected audio tracks from these Playlists at the regular end-user prices (the “**BMP Published Price**”);
- (3) a flexible-use version (the “**BMP Flex**”) of the BMP Full service and social network, for which you pay a monthly or other periodic subscription, which entitles you – in addition to the BMP Full benefits and options -- to build and publish at the BMP Website and other sites (through an embeddable widget (the “**BMP Widget**”) and an embeddable webplayer (the “**BMP Webplayer**”), up to four Playlists a month, free of additional charges, and still earn BMP Credits based on the purchase of the audio tracks included in these Playlists by other users.

The BMP Lite, BMP Full and BMP Flex are collectively referred to as the **“BMP Membership”** or **“BMP Registration Levels.”** BMP Services, the BMP Website, the BMP Platform, the BMP music store and the BMP social network are collectively referred to as **“BMP Services.”**

Please note that you must read and agree to the terms and conditions of this Agreement before you register your Membership. If you do not agree to the terms and conditions of the Agreement, you may NOT use the BMP Services. For a detailed description and examples of use of the features in each of the BMP Services, please see the [BMP Websites](#).

1. Contract formation

By clicking the “I agree” button or pressing the “I Accept” button when creating a BMP account, or by using the BMP Platform (including but not limited to the downloading of said application) or the BMP Services, you confirm that:

- 1) if you are the US resident -- you are 13 years of age or more, or

if you are a resident of any of the European countries in which BMP makes the BMP Services available – you are 18 years of age or more, or that you are 12 years of age or more and that you have received your parent’s or guardian’s consent to enter into this Agreement,

- 2) you have your residence in one of the countries in which the BMP Services are available,
- 3) any registration information that you submit to BMP is true, accurate and complete,
- 4) you will update such information in order to keep it current, and
- 5) that you agree to the terms and conditions of this Agreement and the BMP Privacy Policy.

2. Grant of license

BMP grants you a limited, non-exclusive, revocable license to make personal non-commercial use of the BMP Platform (including a right to download parts of said Platform, such as the BMP Widget or BMP Webplayer) and the BMP Services and to receive by conditional downloads and limited 60-day streams the digital content made available through the BMP Service (based on, and limited to the extent of, the licensing rights BMP has obtained from third party content owners and distributors) in your home country. You do not have any right to transfer or sublicense your rights under this Agreement. You do not have a right to use the content in a way other than as expressly permitted by the Agreement.

3. Purchase of the BMP Published Music and BMP Flex Subscription

If you agree to pay the BMP Premium and/or BMP Published Prices to purchase the download or streaming rights to BMP Playlists and individual audio tracks or to pay the subscription fee for access to the BMP Services as a Flex Member, such purchases and fees will be charged in accordance with the payment method you have chosen for your purchase. If you are paying by

PayPal or other Alternative Payment Method (the “**APM**”) allowed by BMP, by designating an APM account to be billed, you confirm that you are authorized to make such purchase and that you are a verified owner of such APM account. If you are paying by credit or debit card, by designating a card to be billed, you confirm that you are authorized to make such purchase and that you are the holder of such card (i.e. that the card is issued in your name).

4. Prices

All prices stated in the BMP Services are inclusive of value added taxes (where applicable) and other applicable taxes and fees, including a minimum processing fee (the “**MPF**”) that might be added to the BMP Published Prices when the sum of a single transaction in the BMP Services is below 2 USD (the “**Minimum**”) or the equivalent of this amount in other currencies. The MPF equals the fixed minimum fee charged by most payment processing companies, and it may range from approximately \$0.05 to \$0.30 per transaction. For any cross-border international transactions, the MPF may be higher, as it will include currency conversion costs charged by these providers – usually 2.5% of the transaction cost. Please check the payment provider’s policies and processing fees before using it in the BMP Services.

To avoid paying the MPT, you might want to aggregate transactions, so that the checkout sum is always higher than the Minimum stated above, or you might consider buying BMP credits (as defined herein) and use them as pre-paid virtual tokens to purchase music, pay the subscription fees or even donate the credits to someone else’s BMP account.

BMP plans to accept a variety of different payment methods; however, as of now, PayPal is the only APM available. Please check the BMP Websites for other methods which may be available in the future.

The prices stated in the BMP Services are expressed in terms of the appropriate number of BMP Credits and/or the currency appropriate for the country where BMP Playlists are published and made available for purchase.

5. The BMP Premium Price

The BMP Premium Price applies to the price for BMP downloads and of the audio tracks in Playlists built by BMP Full or Flex users from the catalogs of music provided by BMP’s licensors,. It might include VAT and other applicable taxes and fees. The price appears in the Build Your Own section of the BMP Service next to each track chosen by the Playlist creator to build a personal or thematic Playlist. Only the Playlist creators can purchase selected tracks at this price.

6. The BMP Published Price

The BMP Published Price applies to Playlists and tracks used to build the Playlists and made them available to the BMP registered FULL and FLEX users for purchase of the conditional

download and limited 60-day streaming rights – the price may include VAT and other applicable taxes and fees. The price is set up and can be changed/adjusted by the creator using the BMP-devised algorithms. The algorithms include BMP base data on the music owner’s and/or provider’s recommended retail price, market data on the artist popularity, ‘the going rate’ for similar tracks, and other relevant information necessary to set up a default or most likely price. The BMP user and Playlist creator can accept this BMP-recommended default price as the BMP Published Price or she/he can set up a different price; however, the new price must be within a range of prices set by an appropriate BMP algorithm.

The BMP Published Price determined that way, is then listed as the end-user or retail price next to each track and Playlist published in the BMP Services and available for purchase.

7. Playlist

The BMP Playlist (the “**Playlist**”) is a compilation of five (minimum) to eight (maximum) original, unaltered audio tracks available to the BMP Full and Flex users from the BMP catalogs as MP3 files. The tracks belong to their legal owners: the original artists, their record companies or distributors. Under the BMP license with the music providers, the BMP users can build their own personal or thematic playlist and recommend it to other users as a unique or different musical experience. Any track available from the BMP catalogs can be used to build such Playlist, including but not limited to, tracks uploaded by independent musicians and/or record labels, provided they have all the necessary rights to do so and permit BMP to publish and sell the music on their behalf.

Each Playlist should have its own title and description explaining its style, mood or the inspiration for its creation. A Playlist may not contain more than two recordings by the same artist. No more than three identical tracks can be built into two or more separate Playlists. The length of a Playlist may not be longer than 35 minutes; a single track in a Playlist may not be longer than 7 minutes, unless the other tracks in the Playlist are significantly less than 7 minutes long and the total length of the Playlist remains no more than 35 minutes.

Playlists created by the BMP users cannot be copyrighted as separate pieces of art or intellectual property, unless they consist of music, graphics and other protected content that is wholly owned or all the rights to this content are otherwise controlled by one owner. BMP reserves the right to store each Playlist in its original or altered sequence of tracks, including any description or art that might be associated with each Playlist, and use it for promotional purposes or with intent to record and distribute them, subject to BMP receiving all the necessary rights from the legal owners of the music to do so. The Playlist creator transfers all the rights that arise in connection with the creation of such Playlist to BMP.

8. BMP Credits

The BMP Credits are virtual tokens representing limited license permission from Znak to be used in the BMP Service to use features of the BMP Services as set forth in this Agreement.

The BMP Premium and Published Prices of the audio tracks and Playlists, and the BMP Flex subscription fees may be represented in terms of a number of BMP Credits which may be exchanged with Znak by a user to purchase them. The prices of other products and services listed at and available for purchase through the BMP Services, including, but not limited to, the BMP Gear, and BMP and third party merchandise and virtual goods available for sale at an online shopping store also may be represented in terms of a number of BMP Credits which may be exchanged with Znak by a user to purchase them. Although BMP Credits are virtual tokens that are not redeemable for monetary value, for purposes of the purchases described above one BMP Credit will be deemed solely for these purposes to be equal to the value of 0.01 USD, for applicable transactions that originate in the US; 0.01 GBP for applicable transactions that originate in the UK; and, 0.01 Euro for applicable transactions that originate in Portugal and (if applicable) other Euro-zone countries in which the BMP Services are available. The BMP Credits can also be exchanged by a user with Znak at such deemed values with respect to VAT (if applicable) and other taxes and fees that constitute the total sum otherwise due at the check out from the BMP Shopping.

BMP Credits may be earned by BMP users as savings and rewards according to the following criteria:

- 1) Each of the first 500 purchases of a conditional download or limited 60-day streaming right to a BMP Playlist or a track or a bundle of tracks by a registered user that is a **BMP Full** member earns the user and the creator of the Playlist or Playlists that contain the purchased music BMP Credits in an amount equal to **10%** of the total amount paid for the said purchases in a given country/territory, excluding any applicable taxes and fees.
- 2) The 501st and each successive purchase of a conditional download or limited 60-day streaming right to a BMP Playlist or a track or a bundle of tracks by a registered user that is a **BMP Full** member earns that user and the creator of the Playlist or Playlists that contain the purchased music **12%** of the total amount paid for the said purchases in a given country/territory, excluding any taxes and fees.
- 3) Each of the first 500 purchases of a conditional download or limited 60-day streaming right to a BMP Playlist or a track or a bundle of tracks by a registered BMP user that is a BMP Flex member earns that member and the creator of the Playlist or Playlists that contain the purchased music **12%** of the total amount paid for the said purchases in a given country/territory, excluding any applicable taxes and fees
- 4) The 501st and each consecutive purchase of a conditional download or limited 60-day streaming right to a BMP Playlist or a track or a bundle of tracks by a registered users that is a BMP Flex member earns that member and the creator of the Playlist or Playlists that contain the purchased music **15%** of the total amount paid for the said purchases in a given country/territory, excluding any taxes and fees

For example: A **BMP Full** user creates a Playlist containing 8 tracks and publishes it in the BMP Services with the BMP Published Price of \$6.00 (or 600 BMP Credits) in the USA and £6.95 (695 BMP Credits, incl. 19.5% VAT) in the UK. That Playlist was purchased in the US 300 times as a Playlist and 800 tracks were purchased from that Playlist for a total of \$2,800 or 280,000 BMP Credits. In the UK, the results were 100 and 350, respectively and the total was £1,004 or 100,400 BMP Credits. Given these statistics and revenues generated, the Playlist creator would earn **10%** of the first 500 purchases and **12%** for each additional purchase in the US, and **10%** for all purchases in the UK. However, the basis for the 10% reward in the UK has to exclude the applicable VAT. Therefore, the Playlist creator would earn 8,400 BMP Credits in the UK (in addition to his US BMP Credits). *Please note that the example is a simplified illustration of how the credits are being calculated; it is by no means intended to be a typical or expected scenario; the actual number of qualified transactions might vary and purchases might be subject to additional fees, such as MPF, defined above, or international transfer fees (the "ITF") affecting the amount of BMP Credits earned.* You acknowledge and agree that BMP Credits are not real currency or any type of financial instrument and are not redeemable for any sum of money from Znak at any time. BMP Credits are redeemable only as permitted under this Terms of Service and Use. You agree that Znak has the right to manage, regulate, control, and/or modify the license rights underlying such BMP Credits as it sees fit and that Znak will have no liability to you based on its exercise of this right.

The BMP Credits are transferable by the holder to any other user, provided that both users comply with this Terms of Service and Use, maintain their Accounts in good standing, and are not delinquent on any Account payment requirements. Except as expressly permitted by this Agreement or otherwise expressly permitted by Znak, the BMP Credits may not be transferred, sublicensed, encumbered, conveyed or made subject to any other disposition, and you agree that any attempted disposition in violation of this Terms of Service and Use is null and void. Znak may revoke BMP Credits at any time without notice, refund or compensation in the event that the BMP Credit program is suspended or discontinued; Znak determines that fraud or other illegal conduct is associated with the holder's Account; Znak imposes an expiration date on usage of BMP Credits in compliance with applicable laws and regulations; the holder's Account is terminated for violation of these Terms of Service and Use; or the holder becomes delinquent on any of that user's Account payment requirements, ceases to maintain an active Account or terminates this Agreement.

9. International Transfer Fee

BMP users can earn or purchase the BMP Credits using the BMP Shopping Cart and available payment methods. The BMP Credits can also be transferred or exchanged between the registered users, for example, by donating a given number of BMP Credits earned by one user to another. If any such transaction is international, that is, involves transfer of credits or monies to pay for the credits over national borders, then BMP may charge the user receiving the credits an International Transfer Fee or ITF. This fee is the monetary equivalent of 2.5% of

the value of the cross-border transaction, plus any currency conversion fees charged by international banks and payment agencies.

For example: A BMP user based in the USA has earned 8,400 BMP Credits as a reward for UK purchases of a Playlist he built and recommended to the BMP music lovers in UK. Because the Credits were earned in UK, they represent £84 (not \$84). Should the user chose to transfer the Credits to his US account, BMP would need to convert them using the current currency conversion rate, as published by the Financial Times on the day of the exchange, and charge 2.5% ITF. If the GBP/USD exchanges were 1.5445 that day, then the user would receive 12,974 minus 2.5% or 12,495 BMP Credits to be used in the US.

10. Price/Fees Changes

BMP may change the subscription fee for the BMP Flex level of your membership from time-to-time. Such changed fee will take effect after the end of the then current subscription term (i.e. the term that you have already paid for). Any price change will be communicated to you. If you do not wish to be bound by such changed price relating to your Flex Membership, you may terminate your BMP Flex subscription in accordance with this Terms of Service and Use. *Please note that such termination will cause removal of all current Playlists you might have active in the BMP Services.* Your continued use of the BMP Flex account and/or your Playlists after the communication of such price change to you constitutes an acceptance of such new price.

11. Recurring payments and Automatic subscription renewal

At registration as a BMP Flex user, you have a choice of setting up and activating the recurring payment option. If you chose to do so, your subscription to the BMP Flex service will automatically renew at the end of each subscription term, as declared at registration, and your account will be automatically charged with the monthly subscription fee, using the designated payment method, unless you terminate your subscription prior to the end of such subscription term in accordance with the Terms of Service and Use.

12. BMP Social Networking

The BMP Platform has features that allow you to make your profile or parts of it publicly available, embed your Playlists on third party sites, share links with, comment and recommend tracks and Playlists to other users of the BMP Services and integrate your activities in the BMP Services with functionality offered by third party social networking services, including, but not limited to, Facebook, MySpace and Twitter. You may choose whether to use the social networking features or not. If you use BMP social networking, you must respect other users in your interactions with them. BMP reserves the right, in its absolute discretion, to disable your account if it believes that you are violating this principle or any other aspect of this Agreement. Unacceptable behavior will result in your account being terminated and you being blocked from accessing the BMP Platform and the BMP Services. Examples of unacceptable behavior include, but are not limited to:

- i. giving Playlists, mixes and any uploaded content offensive, abusive, defamatory, pornographic or obscene titles;
- ii. harassing or bullying other users;
- iii. spamming other users through the feedback, comments, questions or other social networking and communication tools available at the BMP Website or through the BMP Services;
- iv. using automated means to artificially rank, promote or demote content; and
- v. using a photo/avatar/image on your profile or as Playlist avatar that infringes the copyright or any of right of a third party, or is offensive, abusive, defamatory, pornographic or obscene; or
- vi. assuming a user name that infringes the copyright, trademark, registered name or other right of a third party, including the names, nicknames and artistic pseudonyms of the artists and bands whose music has been provided by the BMP licensing partners, or which is offensive, abusive, defamatory, pornographic or obscene.

13. Reviews, comments, uploaded music and information, and other content

User may post Playlists, reviews, comments, images, and other content, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, in violation of any other rights or laws, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of your communications or other content. BMP reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

If you do post Playlists, content or submit music and related materials (including but not limited to the metadata and art associated with the music) (collectively, the "**Materials**") and unless we indicate otherwise, you grant BMP a non-exclusive, royalty-free, perpetual, irrevocable, transferable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Materials and any names or likenesses that you submit in connection with the Materials (the "**Names and Likenesses**") throughout the world in any media now known or hereinafter developed. You represent and warrant that you own or otherwise control all of the rights to Materials and the Names and Likenesses that you post; that they are accurate; that use of the Materials and the Names and Likenesses you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify and hold harmless BMP and its affiliates, officers, directors, employees, affiliates, agents, contractors and licensors from any claim or demand arising out of or related to the Materials and Names and Likenesses you supply or your violation of any law, regulation or third party right with respect thereto. BMP has the right (but not the obligation) to monitor and edit or remove any activity or any Material or Names and Likenesses. BMP takes no responsibility and assumes no liability for any content posted by you or any third party, including, without limitation, the Materials and the Names and Likenesses.

14. Restrictions of use

For the avoidance of doubt, you agree that you may not (without limitation):

- i. copy, reproduce, “rip”, record, make available to the public or otherwise use any part of the BMP Services, or the BMP Platform or its contents (including but not limited to tracks, images and text) in a manner not expressly permitted under this Agreement;
- ii. sell or attempt to sell any invite to access the BMP, or resell any code used to access the BMP Platform;
- iii. provide your password to any other person or use any other person's user name and password;
- iv. reverse-engineer, decompile, disassemble, modify or create derivative works based on the BMP Platform or the BMP Services or any part thereof;
- v. circumvent any technology used by BMP, its licensors, or any third party to protect content accessible through the BMP Platform and BMP Services;
- vi. rent or lease any part of the BMP Platform or the BMP Services;
- vii. use the BMP Platform or the BMP Services in a way that violates the terms of this Agreement;
- viii. circumvent any territorial restrictions applied by BMP;
- ix. artificially increase or decrease use (download, stream, view) count or otherwise manipulate the BMP Platform or the BMP Services by using a script or other automated process;
- x. import any local files which you have not legally acquired into the BMP Service; and
- xi. Import (upload) any content which you do not fully own or have no right to record, copy, reproduce, share or in other way make available to the public with or without charge.

In addition to the above, you agree to take all reasonable care to prevent unauthorized use of the BMP Platform and the BMP Service and its content.

15. Advertising and use of computational resources

As consideration for your rights under this Agreement, you agree that

- i. BMP and its business partners have a right to provide advertising and other information to you in relation to the BMP Platform and the BMP Services, and that
- ii. BMP has a right to allow the BMP Platform and BMP Services to utilize the processor, bandwidth and storage hardware on your computer or other relevant device for the limited purpose of facilitating the communication and transmission of content and other data or features to you and other users of the BMP Platform and BMP Services, and to facilitate the operation of the network on which the BMP Platform and BMP Services run.

16. Customer support

If you have any questions concerning the BMP Platform and BMP Services or this Agreement, please contact BMP at info@buymyplaylist.com.

17. Term and termination

This Agreement will become effective in relation to you when you have clicked the “I Agree” button when creating a BMP account or when you start using the BMP Platform or the BMP Services and will remain effective until terminated by you or BMP.

You may cancel your subscription of the BMP Flex at any time by visiting your profile page at www.buymyplaylist.com and complying with the termination procedures set forth there, which termination shall have effect at the expiry of the then-current subscription term that you have already paid for. BMP reserves the right to terminate this Agreement or suspend your BMP account at any time in case, you fail, or Znak suspects that you have failed, to comply with any of the provisions of this Agreement including, but not limited to, unauthorized, or suspected unauthorized, use of the BMP Platform and BMP Services, whether in contravention of this Agreement or otherwise, failure to make payment of fees due, failure to provide Znak with a valid credit card or with accurate and complete Registration Data, failure to safeguard your Account information, or any license to the software, or infringement or other violation of third parties’ rights, then Znak, in its sole discretion, without notice to you may at any time: (i) terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and/or (ii) terminate the license to the software; and/or (iii) preclude access to the BMP Services (or any part thereof); and/or suspend your Account and your access to the BMP Services. If BMP terminates this Agreement, or suspends your BMP account for any of the reasons set out in this section, BMP shall have no liability or responsibility to you and BMP will not refund any amounts that you have previously paid.

Znak reserves the right to modify, suspend, or discontinue the BMP Services (or any part thereof) at any time with or without notice to you, and Znak will not be liable to you or to any third party including, without limitation, with respect to any BMP Credits should it exercise such rights.

18. No warranty

You agree that your use, or inability to use, the BMP Services (including but not limited to its content) is at your sole risk. BMP does not warrant that your use of the BMP Services will be uninterrupted or error-free, and you agree that Znak may from time-to-time remove the BMP Services for indefinite periods of time or cancel the BMP Services without notice to you. The BMP Platform and BMP Services and all content is provided on an “as is” and “as available” basis. To the fullest extent possible under applicable law, BMP gives no warranty, and hereby disclaims all warranties, of any kind, express or implied, including, without limitation, all implied warranties of merchantability, fitness for a particular purpose, title, and infringement. In addition, BMP does not warrant, endorse, guarantee or assume responsibility for any product

or service advertised or offered by a third party on or through the BMP Services, any hyperlinked website or any website at which the BMP Widget or the BMP Webplayer appears, or featured in any banner or other advertising. Consequently BMP will in no way be responsible for any transaction between you and third-party providers of products or services advertised on or through the BMP Services, any hyperlinked website or any website at which the BMP Widget or the BMP Webplayer appears. As with any purchase of a product or service through any medium or in any environment, you should use your judgment and exercise caution where appropriate. No advice or information whether oral or in writing obtained by you from BMP shall create any warranty on behalf of BMP in this regard.

In no case shall Znak be liable for any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, transmitted or otherwise made available via the BMP Services, even if advised of their possibility.

Znak does not warrant that the BMP Services will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and Znak disclaims any liability relating thereto. You shall be responsible for backing up your own system.

19. Limitation of liability

In no event shall BMP, its affiliates, officers, directors, employees, affiliates, agents, contractors or licensors be liable for any direct, indirect, incidental, special, punitive or consequential damages (including but not limited to any loss of data, service interruption, computer failure or pecuniary loss) arising out of the use of or inability to use the BMP Platform and BMP Services (including but not limited to its content), even if you have advised BMP about the possibility of such loss, and including any damages resulting there from.

Your only right or remedy with respect to any problems or dissatisfaction with the BMP Platform and BMP Services is to uninstall the BMP Platform or any part of it you might be using (including but not limited to the BMP Webplayer) and to stop using the BMP Services. You agree that your submission of information in connection with the BMP Services is at your sole risk, and Znak hereby disclaims any and all liability to you for any loss or liability relating to such information in any way.

20. General Compliance with Laws

You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the BMP Services.

21. Enforcement of These Terms

Znak reserves the right to take steps Znak believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Znak's right to cooperate with any legal process relating to your use of the BMP Services,

and/or a third party claim that your use of the BMP Service is unlawful and/or infringes such third party's rights). You agree that Znak has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as Znak believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Znak's right to cooperate with any legal process relating to your use of the BMP Services, and/or a third party claim that your use of the BMP Services is unlawful and/or infringes such third party's rights).

22. No Responsibility for Third-Party Materials or Websites

Certain content, products, and services available via the BMP Services including, without limitation, the audio catalogs provided by Znak's licensors, may include materials from third parties. In addition, Znak may provide links to certain third party websites. You acknowledge and agree that Znak is not responsible for examining or evaluating the content or accuracy of any such third-party material or websites. Znak does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. Links to other websites are provided solely as a convenience to you. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party, and that Znak is not in any way responsible for any such use by you.

23. Indemnity

You agree to indemnify and hold BMP and its officers, directors, employees, affiliates, agents, contractors and licensors harmless from any claim or demand (including, but not limited to, reasonable legal fees) made by any third party due to or arising out of or related to your breach or alleged breach of this Agreement, your use of the BMP Services or your violation of any law, regulation or third party right.

Notwithstanding any termination of this Agreement, your obligations pursuant to the indemnification obligations of this Agreement (and the obligations related thereto) shall survive and remain in full force and effect after any such termination.

24. Your Information

You agree to provide accurate, current, and complete information required to register with the BMP Services and at other points as may be required in the course of using the BMP Services ("Registration Data"). You further agree to maintain and update your Registration Data as required to keep it accurate, current, and complete. Znak may terminate your rights to any or all of the BMP Services if any information you provide is false, inaccurate or incomplete. You agree that Znak may store and use the Registration Data you provide (including credit card and PayPal or other payment mechanism account information) for use in maintaining your accounts and billing fees to your credit card or PayPal or other payment mechanism account.

25. User Account and Security

As a registered user of the BMP Services, you may receive or establish an account (“Account”). You are solely responsible for maintaining the confidentiality and security of your Account. You should not reveal your Account information to anyone else or use anyone else’s Account. You are entirely responsible for all activities that occur on or through your Account, and you agree to immediately notify Znak of any unauthorized use of your Account or any other breach of security. Znak shall not be responsible for any losses arising out of the unauthorized use of your Account.

You agree not to attempt to, or assist another person to, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security components related to the BMP Services for any reason whatsoever. You will not access the BMP Services by any means other than through software that is provided by Znak for accessing the BMP Services. You shall not access or attempt to access an Account that you are not authorized to access. You agree not to modify the software in any manner or form, or to use modified versions of the software, for any purposes including obtaining unauthorized access to the BMP Services. Violations of system or network security may result in civil or criminal liability.

Znak has the right, but not the obligation, to monitor any information and materials submitted or posted by you or otherwise available on the BMP Services, to investigate any reported or apparent violation of this Agreement, and to take any action that Znak in its sole discretion deems appropriate.

26. Loss of Service; Data/Equipment Outage

The Equipment, the BMP Services and your data maintained on the BMP Services are subject to malfunctions and losses and Znak is not responsible for, and does not warrant regarding, any such malfunction or loss. You are urged to backup any important data of yours that you maintain on the BMP Services to avoid any inconvenience in case

27. Intellectual property

BMP respects intellectual property rights, and expects you to do the same. You agree that the BMP Platform and BMP Services and the content provided therein is the property of BMP or BMP’s licensors and protected by intellectual property and other laws (including, but not limited to, copyright) and that you do not have a right to use the BMP Platform and BMP Services and the content provided therein in any manner except in compliance with the terms of this Agreement. No portion of the BMP Platform and the BMP Services or the content provided therein may be reproduced in any form or by any means, except as expressly permitted hereunder. You agree not to exploit the BMP Platform or the BMP Services or the content provided therein in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.

All copyrights in and to the BMP Platform and the BMP Services, and software, are owned by Znak which reserves all their rights in law and equity. THE USE OF THE SOFTWARE OR ANY PART OF THE BMP PLATFORM OR THE BMP SERVICES, EXCEPT FOR USE OF THE PLATFORM AND THE BMP SERVICES AS PERMITTED IN THESE TERMS OF SERVICE AND USE, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

Znak, the Znak logo, and other Znak trademarks, service marks, graphics, and logos used in connection with the BMP Services are trademarks or registered trademarks of Znak. Other trademarks, service marks, graphics, and logos used in connection with the BMP Services may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

Furthermore, you must not infringe any third party's intellectual property rights in using the BMP Services, which means that (for example) you may not import or copy any music with respect to which you have not legally acquired all necessary rights to so import and to copy into, and authorize to be used in all manners in which music is so used in, the BMP Platform and BMP Services.

You may not remove or alter any copyright, trademark or other intellectual property notices contained on or provided through the BMP Platform and BMP Services

28. Technology limitations and modifications

BMP will make reasonable efforts to keep the BMP Platform and BMP Services operational first as a Beta, then as a fully operational service. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. BMP reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, functions and features of the BMP Platform and BMP Services with or without notice.

29. System Requirements

Use of the BMP Services requires Internet access (fees may apply), certain software (fees may apply), and may require obtaining updates or upgrades from time to time (collectively, "Equipment"). Because use of the BMP Services involves hardware, software, and Internet access, your ability to use the BMP Services may be affected by the performance of these factors. High speed Internet access is strongly recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility. The BMP Services are not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the BMP Services.

30. Privacy Policy

Except as otherwise expressly provided for in this Agreement, the BMP Services are subject to Privacy Policy, which is expressly made a part of this Agreement. If you have not already read Privacy Policy, you should do so now.

31. Changes

Znak reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the BMP Services. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this Agreement as “Additional Terms”) will be effective immediately and incorporated into this Agreement. Your continued use of the BMP Platform or the BMP Services thereafter will be deemed to constitute your acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference.

32. Notices

Znak may send you notice with respect to the BMP Services by sending an email message to the email address listed in your Account contact information, or by sending a letter via postal mail to the contact address listed in your Account contact information.

33. Personal Information

You agree that BMP has a right to collect, process and share with third parties your personal information in accordance with the BMP Privacy Policy

34. Assignment by BMP

BMP may assign this Agreement or any part of it without restrictions. You may not assign this Agreement or any part of it to any third party.

35. Entire agreement

This Agreement together with the BMP Privacy Policy constitutes all the present terms and conditions agreed upon between you and BMP and supersede any prior agreements, whether written or oral. BMP reserves the right to add additional terms or conditions, as the service expands or changes. Any additional or different terms or conditions in any written or oral communication from you to BMP are void. You agree and accept that you have not accepted the terms and conditions of this Agreement in reliance of or to any oral or written representations made by BMP not contained in this Agreement.

36. Severability

Should for any reason any provision of this Agreement be held invalid or unenforceable the application of that provision shall be enforced to the extent permitted by law., Such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of this Agreement.

37. Governing law and disputes

The laws of the State of New York, excluding its conflicts of law rules, govern these terms and your use of the BMP Services. Your use of the BMP Services may also be subject to other local, state, national, or international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with Znak or relating in any way to your use of the BMP Services resides in the courts of the State of New York.

38. English version prevails

In the event that this Agreement is translated into other languages and there is a discrepancy between the two language versions, the English language version shall prevail to the extent that such discrepancy is the result of an error in translation.

39. Miscellaneous

These Terms of Service and Use constitute the entire agreement between you and Znak and govern your use of the BMP Services, superseding any prior agreements between you and Znak. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. Znak's failure to enforce any right or provisions in these Terms of Service and Use will not constitute a waiver of such provision, or any other provision of these Terms of Service of Use. Znak will not be responsible for failures to fulfill any obligations due to causes beyond its control.

End of Terms

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