

## TERMS OF USE AGREEMENT

### **PLEASE READ THESE TERMS OF USE CAREFULLY BECAUSE THEY DESCRIBE YOUR RIGHTS AND RESPONSIBILITIES**

This is the official Terms of Use Agreement ("Agreement") for JeremyLesleyBand.com, an Internet web site ("Site") offered in cooperation with the Arrow Country Music Management. This Agreement governs only the content, features and activities related to this Site and does not cover websites for any other Arrow website, Arrow or Jeremy Lesley Band Parent Companies, corporate affiliates, or any other company, unless specifically stated.

This Site is offered and made available only to users 13 years of age or older who reside in the United States of America. **If you are not yet 13 years old, or do not reside in the United States, please discontinue using the Site immediately, or if, for any reason, you do not agree with all of the terms and conditions contained in this Agreement, please discontinue using the Site immediately, because by using or attempting to use the Site, you are agreeing to be legally bound by this Agreement.**

These terms and conditions regarding your use of the Site constitute a legally binding agreement between you and the Jeremy Lesley Band LLC. In this Agreement, the term "Site" includes all websites and web pages within JeremyLesleyBand.com as well as any equivalent, mirror, replacement, substitute or backup websites and web pages thereto and thereof. By using this Site, you understand, acknowledge and agree that you will abide by the terms of this Agreement and any additional terms that govern certain products and services, which will be presented in conjunction with those products and services. The Site's Privacy Policy, Additional Terms, and any Rules are hereby incorporated in this Agreement by reference. To the extent that there is a conflict between this Agreement and Additional Terms for the activity in which you choose to participate, the Additional Terms shall govern. To the extent that there is a conflict between this Agreement and the specific Rules for the activity in which you choose to participate, this Agreement shall govern. This Agreement will remain in full force and effect as long as you are a user of the Site and in the event of termination of any membership, service or feature, you will still be bound by your obligations under this Agreement, Privacy Policy, Additional Terms, or Rules, including any indemnifications, warranties, and limitations of liability.

The words "use" or "using" in this Agreement, means any time an individual (a "user"), directly or indirectly, with or without the aid of a machine or device, does or attempts to access, interact with use, display, view, print or copy from the Site, transmit, receive or exchange data or communicate with the Site, or in any way utilizes, benefits, takes advantage of or interacts with any function, service or feature of the Site, for any purpose whatsoever. This Agreement does not cover your rights or responsibilities with respect to third party content or sites or any links that may direct your browser or your connection to third party sites or pages. This is the entire and exclusive agreement between you and us regarding use of the Site and it cannot be modified, except as specifically described below in Section 2.

### **1. REGISTRATION**

We may require each user to have a unique user name and password combination in order to access and use certain features or functions on the Site. Please read our Privacy Policy, which describes the personally identifiable information ("Personal Information") we collect, use, disclose, manage and store. As part of the registration process for the feature or function, you will choose a user name and password (or we may assign an initial password which we will give you the option to change). Your user name and password are personal to you and you may not allow any others to use your user name or password under any circumstances. We are not liable for any harm caused or related to the theft or misappropriation of your user name or password, disclosure of your user name or password, or your authorization of anyone else to use your user name or password. You agree to immediately notify us if you become aware of or believe there is or may have been any unauthorized use of (or activity using) your user name or password or any other need to deactivate your user name or

password due to security concerns.

## **2. MODIFICATIONS**

We reserve the right, at any time and from time to time, for any reason in our sole discretion, to change the terms of this Agreement. We will post or display notices of material changes on the Site and we may also e-mail you about these changes. Once we post them on the Site, these changes become effective immediately and if you use the Site after they become effective it will signify your agreement to be bound by the changes. You should check back frequently and review the terms and conditions of this Agreement regularly so you are aware of the most current rights and obligations that apply to you and the terms and conditions of your agreement with us.

## **3. OWNERSHIP OF INTELLECTUAL PROPERTY**

All Site software, design, text, images, photographs, illustrations, audio and video material, artwork, graphic material, database, proprietary information and all copyrightable or otherwise legally protectable elements of the Site, including, without limitation, the selection, sequence and 'look and feel' and arrangement of items, and all trademarks, service marks and trade names (individually and/or collectively, "Material"), are the property of Jeremy Lesley Band LLC, its subsidiaries, affiliates, licensors, suppliers, operational service providers, advertisers, promotional partners or sponsors and are legally protected, without limitation, under U.S. Federal and State, as well as applicable foreign, laws, regulations and treaties. Unless the context clearly requires otherwise or we explicitly say so in writing, the term "Site" includes "Material" as well. The Site is to be used solely for your noncommercial, non-exclusive, non-transferable and limited personal use and for no other purposes. You must not alter, delete or conceal any copyright or other notices contained on the Site, including notices on any Material you download, transmit, print or reproduce from the Site. You shall not, nor will you allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party web site), or otherwise use, any Material without the express prior written consent of JEREMY LESLEY BAND LLC or its owner if JEREMY LESLEY BAND LLC is not the owner. Any unauthorized or prohibited use of any Material, may subject you to civil liability or criminal prosecution, or both, under applicable federal and state laws. We require users to respect our copyrights and other intellectual property rights.

## **4. ADVERTISING**

From time to time, you may communicate with, receive communications from, be re-directed to, interact with, or participate in or use the services or obtain goods and services of or from, third parties such as our advertisers, sponsor, or promotional partners (collectively "Advertisers") as a result of your use of the Site. All such communication, interaction and participation is strictly and solely between you and such third parties and we shall not be responsible or liable to you in any way in connection with these activities or transactions (including, without limitation, any representations, warranties, covenants, contracts or other terms or conditions that may exist between you and the third party or any goods or services you may purchase or obtain from any third party).

## **5. RULES OF CONDUCT**

Your use of the Site is subject to all applicable local, state, national laws and regulations and, in some cases, international treaties. You are solely responsible for all activities, acts and omissions that occur in, from, through or under your user name or password. You shall not use, allow or enable others to use the Site, or knowingly condone use of this Site by others, in any manner that is, attempts to, or is likely to:

- a. Be, libelous, defamatory, indecent, vulgar or obscene, pornographic, sexually explicit or sexually, racially, culturally, ethnically offensive, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory or abusive or which may or may appear to, impersonate anyone else;
- b. Affect us adversely or reflect negatively on us, the Site, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else, or discourage any person, firm or enterprise from

using all or any portion, features or functions of the Site, or from advertising, linking or becoming a supplier to us in connection with the Site;

- c. Send or result in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called "spamming" and "phishing";
- d. Be used for commercial or business purposes, including, without limitation, advertising, marketing or offering goods or services, whether or not for financial or any other form or compensation or through linking with any other web site or web pages;
- e. Transmit, distribute or upload programs or material that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horses, spyware, or other potentially harmful programs or other material or information;
- f. Violate any laws, regulations (including, without limitation, laws regarding the transmission of technical data or software exported from the United States), judicial or governmental order, any treaties or violate or infringe upon any intellectual property rights, rights of publicity or privacy, or any other rights of ours or of any other person, firm or enterprise; gain unauthorized access to the Site, other users' accounts, names, passwords, Personal Information or other computers, websites or web pages, connected or linked to the Site or to use the Site in any manner which violates or is inconsistent with the terms and conditions of this Agreement;
- g. Forge or modify the TCP/IP packet header or part of the header information in any email or newsgroup posting for any reason;
- h. Modify, disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of the Site or the rights or use and enjoyment of the Site by any other person, firm or enterprise; or
- i. Collect, obtain, compile, gather, transmit, reproduce, delete, revise, view or display any material or information, whether personally identifiable or not, posted by or concerning any other person, firm or enterprise, in connection with their or your use of the Site, unless you have obtained the express, prior permission of such other person, firm or enterprise to do so.

## **6. WIRELESS MARKETING SERVICES AND PROMOTIONAL OPPORTUNITIES:**

JEREMY LESLEY BAND LLC provides its valued website users and viewers with the opportunity to register for special promotions, services, news, programming and information delivered via text messaging and other wireless devices such as mobile phones. Users are required to provide their consent to receive such information from JEREMY LESLEY BAND LLC, either by registering on this Site or via their wireless device. Such services and promotional opportunities are provided by various affiliates for JEREMY LESLEY BAND LLC. The information requested as part of the online registration process is a user's telephone number or a wireless email address, but only if specifically requested, and the carrier's name. Optional information may be requested for specific promotions, such as a user's preferences regarding goods or services, choices of music or artists, or other similar survey information. Depending on the promotion, we may also collect an Internet email address or other information and, depending on the information collected, the user may also be required to confirm his or her agreement to the Site's Privacy Policy and Terms of Use Agreement.

Users that register for JEREMY LESLEY BAND LLC's wireless marketing services acknowledge, understand and agree that they will be charged by the user's wireless carrier for all messages sent to the user from JEREMY LESLEY BAND LLC. Standard messaging rates will apply, unless noted otherwise. **Under no circumstances will JEREMY LESLEY BAND LLC, its Parent Companies or corporate affiliates be responsible for any wireless email or text messaging charges incurred by a user or by a person that has access to a user's wireless device, telephone number, or email address.**

A user understands, acknowledges and agrees that JEREMY LESLEY BAND LLC may, at its sole discretion and without liability to any user, terminate its offer of any specific wireless marketing service or all wireless marketing services at any time without advance notice. JEREMY LESLEY BAND LLC may provide notice of terminations or changes in services on this Site.

## **7. DEACTIVATION/TERMINATION OF YOUR REGISTRATION**

You may deactivate your JEREMY LESLEY BAND LLC membership account on the Site, at any time and for any reason. Click [here](#) to send your support request and notify us of your desire to have your account deactivated. We may terminate your use of and registration on the Site, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party.

## **8. ADS AND MALWARE**

We take great care and pride in creating this Site. We are always on the lookout for technical glitches that effect how the Site works. When we find them on our end, we will fix them. Unfortunately, your home computer may cause some glitches that effect how you see our Site -- and that is beyond our control.

If you experience any unusual behavior, content or ads on the Site, it may be the result of Malware on your computer. Malware -- short for MALicious softWARE -- is a term used to broadly classify a form of software which is installed in a computer system with malicious intentions, usually without the owner's knowledge or permission. Malware includes computer viruses, key loggers, malicious active content, rogue programs and dialers, among others. While we continuously work closely with our partners to ensure that everything on the Site is working properly, sometimes Malware programs on your personal computer may interfere with your experience on our Site and on other sites that you visit.

Please note that we cannot be responsible for the effects of any third-party software including Malware on your computer system. Please make sure to carefully read the Help or Customer Support areas of any software download site.

If you do discover any Malware on your system, we also suggest you speak with a qualified computer technician.

## **9. DISCLAIMER AND LIMITATIONS OF LIABILITY**

THIS SITE, AND ALL MATERIALS, PRODUCTS AND POSTINGS ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THE SITE WILL BE AVAILABLE FOR USE, OR THAT ALL PRODUCTS, FEATURES, FUNCTIONS OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. Without limiting the foregoing, JEREMY LESLEY BAND LLC is not responsible or liable for any malicious code, delays, inaccuracies, errors, or omissions arising out of your use of the Site. You are assuming the entire risk as to the quality, accuracy, performance, timeliness, adequacy, completeness, correctness, authenticity, security and validity of any and all features and functions of the Site, including, without limitation, Postings and Materials associated with your use of the Site.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THIS SITE, JEREMY LESLEY BAND LLC, ITS PARENT COMPANIES OR THEIR SUCCESSORS AND ASSIGNS, OR ANY OF THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, OPERATIONAL SERVICE PROVIDERS, ADVERTISERS OR SUPPLIERS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF THE SITE OR FROM THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

Notwithstanding any claim that a sole or exclusive remedy which is provided in this Agreement may or does fail of its essential purpose, you specifically acknowledge and agree that your sole and exclusive remedy for any loss or damage shall be to have JEREMY LESLEY BAND LLC, upon written notice from you to us, attempt to repair, correct or replace any deficient goods or services under this agreement and, if repair, correction or

replacement is not reasonably commercially practicable for JEREMY LESLEY BAND LLC, to refund any monies actually paid by you for the Product involved and to terminate and discontinue your use of the site. You further understand and acknowledge the capacity of the Site, in the aggregate and for each user, is limited. Consequently some messages and transmissions may not be processed in a timely fashion or at all, and some features or functions may be restricted or delayed or become completely inoperable. As a result, you acknowledge and agree that JEREMY LESLEY BAND LLC assumes no liability, responsibility or obligation to transmit, process, store, receive or deliver Postings or for any failure or delay associated with any Postings and you are hereby expressly advised not to rely upon the timeliness or performance of the Site for any Postings. Some jurisdictions do not allow for the exclusion of certain warranties or certain limitations on damages and remedies, accordingly some of the exclusions and limitations described in this Agreement may not apply to you.

## **10. POSTINGS**

Your comments, suggestions and information are important to us. Portions of this Site may provide you and other users an opportunity to submit, post, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, creative works or other information, messages, transmissions or material to us, the Site or others ("Post" or "Postings"). Postings do not necessarily reflect the views of this Site, JEREMY LESLEY BAND LLC or its Parent Companies. We do not monitor, endorse, edit or screen any Postings, nor shall we be liable for any Posting that is in violation of this Agreement. In no event shall the Site, JEREMY LESLEY BAND LLC or its Parent Companies have or be construed to have any responsibility or liability for or in connection with any Posting whatsoever; however, if we determine, in our sole discretion and judgment, that any Posting does or may violate any of the terms of this Agreement, we reserve the right, at any time and without limiting any and all other rights we may have under this Agreement, at law or in equity, to: (a) refuse to allow you to Post; (b) remove and delete Postings; (c) revoke your right to use the Site; and/or (d) use any technological, legal, operational or other means available to JEREMY LESLEY BAND LLC to enforce the provisions of this Agreement, including, without limitation, blocking specific IP addresses or deactivating your registration on JeremyLesleyBand.com.

If a Posting originates from you or your account, you hereby agree that: (a) you are placing the Posting in the public domain without reservation of any rights or further control over the Posting or its use and you specifically authorize us to use such Posting in whole or in part, throughout the universe, in perpetuity in or on any and all media, now known or hereafter devised, and alone or together or as part of other information, content and/or material of any kind or nature; (b) you represent and warrant that (i) the Posting is original to you or fully cleared for use as contemplated herein, (ii) the Posting does and will not, in any way, violate or breach any of the terms of this Agreement, (iii) the Posting does not contain libelous, tortuous, or otherwise unlawful information, infringe or violate any copyright or other right, or contain any matter the publication or sale of which will violate any federal or state statute or regulation, (iv) the Posting is not obscene or in any other manner unlawful, (v) the Posting shall not be injurious to the health of the user, and (vi) we shall not be required to pay or incur any sums to any person or entity as a result of our use or exploitation of the Posting; (c) if your Posting incorporates the name, logo, brand, service or trademark, voice, likeness or image of any person, firm or enterprise, you specifically represent and warrant that you have the right to place such Posting in the public domain and grant JEREMY LESLEY BAND LLC the right to use such Posting as described above; and (d) we have the right to delete, re-format and/or change your Posting in any manner that we may determine (although you will not be responsible for any such changes).

The amount of storage space on the Site per user is limited. Some Postings may not be processed due to space constraints or outbound message limitations. You understand and agree that we assume no responsibility for deletion of Postings or any failure to store, receive or deliver Postings in a timely manner or any other matter relating to Postings.

Posting is for noncommercial purposes only and you may not Post in any manner which does or is intended to promote or generate revenue for any business enterprise or commercial activity.

If you believe that any content on the Site (including, without limitation, Postings) violates any of the terms of this agreement (except for any notices covered by the Copyright Compliance Policy), please send us a message about it. We cannot guarantee that we will respond to your message and we reserve the right to take or refrain from taking any or all steps available to us once we receive any such message.

#### **11. HYPERLINKS TO THIRD PARTY SITES**

The appearance, availability, or your use of URLs or hyperlinks referenced or included anywhere on the Site or any other form of link or re-direction of your connection to, with or through the Site, does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of this Site, JEREMY LESLEY BAND LLC, its Parent Companies or any of their subsidiaries, affiliates, successors and assigns, and their respective officers, directors, agents, representatives, licensors, suppliers, and operational service providers. We do not verify, endorse, or have any responsibility for any such third party sites, or the business practices (including the privacy policy), or for any goods or services associated with or obtained in connection with any such website, whether the Site or JEREMY LESLEY BAND LLC's logo or sponsorship identification is on the third party site as part of a co-branding or promotional arrangement. If any third party site obtains or collects Personal Information from you, in no event shall we assume or have any responsibility or liability. Please read our Privacy Policy, which describes how JEREMY LESLEY BAND LLC collects and uses your Personal Information.

#### **12. INDEMNIFICATION**

You agree to indemnify, defend and hold the Site, JEREMY LESLEY BAND LLC, its Parent Companies, their subsidiaries, affiliates, successors and assigns and their respective officers, directors, employees, agents, licensors, representatives, suppliers, operational service providers and Advertisers harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), resulting from any breach or violation of this Agreement by you, or public posting of your Postings. JEREMY LESLEY BAND LLC reserves the right to assume, at its sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with JEREMY LESLEY BAND LLC in the defense of any such claim, action, settlement or compromise negotiations, as requested by JEREMY LESLEY BAND LLC.

#### **13. PRIVACY**

JEREMY LESLEY BAND LLC respects your privacy and the use and protection of your Personal Information. Please see our Privacy Policy for important information and disclosures relating to the collection and use of your Personal Information in connection with your use of the Site.

#### **14. LAW THAT APPLIES TO THIS AGREEMENT; MISCELLANEOUS TERMS**

This Agreement, together with our Privacy Policy and any other rules, regulations, procedures and policies which we refer to and which are hereby incorporated by reference, contains the entire understanding and agreement between you and JEREMY LESLEY BAND LLC and supersedes any and all prior or inconsistent understandings relating to the Site and your use of the Site. This Agreement cannot be changed or terminated orally. If any provision of this Agreement is held to be illegal, invalid or unenforceable, this will not affect any other provisions and the agreement will be deemed amended to the extent necessary to make it legal, valid and enforceable. Any provision which must survive in order to allow us to enforce its meaning shall survive the termination of this Agreement; however, no action arising out of this Agreement or your use of the Site, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose). This entire agreement is applicable within the laws of the state of Alabama and should any legal action arise from the use of this site, all and any disputes will be settled in the state of Alabama.

Last modified August 15th, 2008, effective immediately.

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