

## TERMS OF SERVICE

This agreement was most recently updated on September 25, 2022.

Welcome to the 615 Entertainment Agency Site. The following Terms of Service ("TOS") contain the terms and conditions that govern your use of the Site. Any use of artist services through 615 Entertainment Agency are governed by the Artist Agreement and its relevant addendums.

615 Entertainment Agency along with our licensees and assignees referred in this Agreement as "us" and "we" and ("615 Entertainment Agency") reserves the right to revise this TOS in its sole discretion at any time and without prior notice to you other than by posting the revised TOS on the Site. Any revisions to the TOS are effective upon posting. The TOS will be identified as of the most recent date of revision. It is incumbent upon you to visit this page periodically to ensure your continued acceptance of this TOS. Your continued use of the Site after a revised version of this TOS has been posted by 615 Entertainment Agency to the Site constitutes your binding acceptance of such revision and the revised TOS. Notwithstanding the preceding sentences of this paragraph, no revisions to this TOS will apply to any dispute between you and 615 Entertainment Agency that arose prior to the date of such revision.

### 1. USE OF THE SITE.

(a) Eligibility. CD Baby will only knowingly provide the 615 Entertainment Agency Site to parties that can lawfully enter into and form contracts under applicable law. If you are under the age of 18, but at least 13 years of age, you may use the 615 Entertainment Agency Site only under the supervision of a parent or legal guardian who agrees to be bound by these TOS. The 615 Entertainment Agency Site is not intended for children under the age of 13.

(b) International Users: The Site is hosted in the United States.

(1) If you are a customer or client accessing the Site from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure, that differ from United States laws, then please note that you are transferring your personal data to the United States which does not have the same data protection laws as the EU and other regions.

(2) European Union and European Economic Area: The 615 Entertainment Agency Site is not intended for children accessing the Site from the European Union or the European Economic Area by children under the age of 16.

(c) Compliance With TOS and Applicable Law. You must comply with all of the terms and conditions of these TOS, the applicable agreements and policies referred to below, and all applicable laws, regulations and rules when you use the 615 Entertainment Agency Site.

(d) Your License to Use the Site.

(1) 615 Entertainment Agency and its licensors solely and exclusively own all intellectual property and other right, title and interest in and to the 615 Entertainment Agency Site, except as expressly provided for in these TOS. You will not acquire any right, title or interest therein under these TOS or otherwise.

(2) 615 Entertainment Agency grants you a limited revocable license to access and use the Site for its intended purposes, subject to your compliance with these TOS. This license does not include the right to collect or use information contained on the Site for purposes prohibited by 615 Entertainment Agency; create derivative works based on the Products or any third-party content available via the Site; or download or copy the Site (other than page caching). If you use the Site in a manner that exceeds the scope of this license or breach this TOS, 615 Entertainment Agency may revoke the license granted to you.

(3) This Section 1(d) does not pertain to your intellectual property rights. Any rights relating to materials that you upload to the Site are covered by the 615 Entertainment Agency Site.

(e) Third-Party Services. 615 Entertainment Agency may use third parties to provide certain services accessible through the Site. 615 Entertainment Agency does not control those third parties or their services, and you agree that 615 Entertainment Agency will not be liable to you in any way for your use of such services. These third parties may have their own terms of use and other policies. You must comply with such terms and policies as well as these TOS when you use these services. If any such terms or policies conflict with 615 Entertainment Agency TOS, agreements or policies, you must comply with agreements or policies, as applicable.

## 2. RULES FOR USE OF THE SITE.

(a) Prohibited Use. Except as may be expressly permitted by 615 Entertainment Agency, you may not:

(i) interfere with the 615 Entertainment Agency Site by using viruses or any other programs or technology designed to disrupt or damage any software or hardware;

(ii) modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the 615 Entertainment Agency Site;

(iii) use a robot, spider or other device or process to monitor the activity on or copy pages from the Site, except in the operation or use of an internet "search engine", hit counters or similar technology;

(iv) collect electronic mail addresses or other information from third parties by using the 615 Entertainment Agency Site;

(v) impersonate another person or entity;

(vi) use any meta tags, search terms, key terms, or the like that contain 615 Entertainment Agency name or trademarks;

(viii) engage in any activity that interferes with another user's ability to use or enjoy the 615 Entertainment Agency Site; or

(ix) assist or encourage any third party in engaging in any activity prohibited by these TOS.

(b) Privacy Policy. By entering into these TOS, you agree to 615 Entertainment Agency collection, use and disclosure of your personal information in accordance with the 615 Entertainment Agency Privacy Policy.

(c) Monitoring. 615 Entertainment Agency reserves the right, but does not assume the obligation, to monitor transactions and communications that occur through the Site. If 615 Entertainment Agency determines, in its sole and absolute discretion, that you or another 615 Entertainment Agency user will breach a term or condition of these TOS or that such transaction or communication is inappropriate, 615 Entertainment Agency may cancel such transaction or take any other action to restrict access to or the availability of any material that may be considered objectionable, without any liability to you or any third party.

(d) Modification of the Site. 615 Entertainment Agency may modify the Site at any time with or without notice to you, and will incur no liability for doing so.

### 3. SUBMISSIONS.

When you submit questions, comments, suggestions, ideas, message board postings, material submitted via web forms, contest entries, communications or any other information ("Submissions"), you grant permission to use such submissions for marketing and other promotional purposes. You agree that 615 Entertainment Agency will have no obligation to keep any Submissions confidential and you will not bring a claim against 615 Entertainment Agency based on "moral rights" or the like arising from 615 Entertainment Agency use of a Submission.

### 4. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations and Warranties. You represent and warrant to 615 Entertainment Agency and 615 Entertainment Agency represents and warrants to you: (i) that you or it has the full power and authority to enter into and perform under these TOS, (ii) the execution and performance of your or its obligations under these TOS do not constitute a breach of or conflict with any other agreement or arrangement by which you or it is bound, and (iii) these TOS are a legal, valid and binding obligation of the party entering into these TOS, enforceable in accordance with their terms and conditions.

(b) By You. You represent and warrant to 615 Entertainment Agency that, in your use of the 615 Entertainment Agency Site, you: (i) will not infringe the copyright, trademark, patent, trade secret, right of privacy, right of publicity or other legal right of any third party and (ii) will comply with all applicable laws, rules, and regulations. You further represent and warrant to 615 Entertainment Agency that: (i) there are no claims, demands or any form of litigation pending or, to the best of your knowledge, threatened with respect to any of your Submissions; (ii) 615 Entertainment Agency will not be required to make any payments to any third party in connection with its use of your Submissions, except for the expenses that 615 Entertainment Agency incurs in providing the 615 Entertainment Agency Site; (iii) the use of any instructions, formulae, recommendations, or the like contained in your Submissions will not cause injury to any third party; and (iv) your Submissions does not contain viruses or any other programs or technology designed to disrupt or damage any software or hardware.

### 5. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS.

(a) DISCLAIMER OF WARRANTIES. 5. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS.

(a) DISCLAIMER OF WARRANTIES. 615 ENTERTAINMENT AGENCY PROVIDES THE SITE AND ANY AGENCY SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS. 615 ENTERTAINMENT AGENCY DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ITS USE: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF INACCURACIES OR ERRORS, (iii) WILL MEET YOUR REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE YOU USE. 615 ENTERTAINMENT AGENCY MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THESE TOS, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

(b) EXCLUSION OF DAMAGES. 615 ENTERTAINMENT AGENCY WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE CD BABY SITE, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 6. MISCELLANEOUS.

These TOS will be binding upon each party hereto and its successors and permitted assigns, and governed by and construed in accordance with the laws of the State of Oregon without reference to conflict of law principles. These TOS will not be assignable or transferable by you without the prior written consent. 615 Entertainment Agency may freely assign or transfer any rights granted by you to 615 Entertainment Agency under these TOS. These TOS (including all of the policies and other Agreements described in this TOS, which are hereby incorporated herein by this reference) contain the entire understanding of the parties regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. No failure or delay by a party in exercising any right, power or privilege under these TOS will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. You and 615 Entertainment Agency are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by these TOS. The invalidity or un-enforceability of any provision of these TOS will not affect the validity or enforceability of any other provision of these TOS, all of which will remain in full force and effect. The headings used in this TOS are for convenience only, do not constitute a part of this TOS, and shall not be deemed to limit or affect any of the provisions hereof.