

1000TRACKS.COM WEBSITE TERMS AND CONDITIONS OF USE

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND BY ALL TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEBSITE.

These terms and conditions of use ("Site Terms") apply to your use of this website (the "Site"), and do not alter in any way the terms or conditions of any other agreement you may have with 1000TRACKS.COM or its subsidiaries or affiliates. By using this Site, you represent and warrant that you are over the age of 18 and are lawfully able to accept these Site Terms. If you are using the Site on behalf of any entity, you further represent and warrant that you are authorized to accept these Site Terms on such entity's behalf, and that such entity agrees to indemnify 1000TRACKS.COM for violations of these Site Terms.

Privacy Policy

1000TRACKS.COM is committed to protecting your privacy. Please refer to our Privacy Policy for information on how we collect, use and disclose personal information.

Ownership of the Site and its Contents

This Site is owned by 1000TRACKS.COM, a division of e5 music, Inc. Unless otherwise indicated, all of the content featured or displayed on this Site, including, but not limited to, text, graphics, data, photographic images, moving images, musical compositions, sound recordings, illustrations, software, and the selection and arrangement thereof ("1000TRACKS.COM Content"), is owned by 1000TRACKS.COM, its licensors, clients, content providers and registered users.

All elements of the Site, including the 1000TRACKS.COM content, are protected by copyright, trade dress, moral rights, trademark and other laws relating to the protection of intellectual property.

Use of the Site

This Site and the 1000TRACKS.COM content are intended for customers and content providers of 1000TRACKS.COM. You may not use this Site or the 1000TRACKS.COM content for any purpose not related to your business with 1000TRACKS.COM. You are specifically prohibited from:

(a) downloading, copying, or re-transmitting any or all of the Site or the 1000TRACKS.COM content without, or in violation of, a written license or agreement with 1000TRACKS.COM;

- (b) using any data mining, robots or similar data gathering or extraction methods;
- (c) manipulating or otherwise displaying the Site or the 1000TRACKS.COM content by using framing or similar navigational technology;
- (d) registering, subscribing, unsubscribing, or attempting to register, subscribe, or unsubscribe any party for any 1000TRACKS.COM product or service if you are not expressly authorized by such party to do so; and
- (e) using the Site or the 1000TRACKS.COM content other than for its intended purpose.

Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws, the laws of privacy and publicity, and applicable communications regulations and statutes.

You represent and warrant that you will comply with all applicable laws and regulations, including, without limitation, those relating to the Internet, data, e-mail, privacy, and the transmission of technical data exported from the United States or the country in which you reside.

Copyright Infringement Policy

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable laws, 1000TRACKS.COM has adopted a policy of terminating, in appropriate circumstances and at 1000TRACKS.COM's sole discretion, account holders who infringe the intellectual property rights of 1000TRACKS.COM or any third party.

Copyright Complaints

If you believe that any material on the Site infringes upon any copyright that you own or control, you may file a notification of such infringement with our Designated Agent as set forth below:

Copyright Agent

1000TRACKS.COM Legal Department
4924 Balboa Blvd., Ste. 117
Encino, CA 91316
E-mail: contact@1000tracks.com

We may give notice of a claim of copyright infringement by means of a general notice on the Site, electronic mail to a user's e-mail address, or by written communication sent by first-class mail to a user's address.

Trademarks

1000TRACKS.COM Trademarks, the 1000TRACKS.COM logo, and any other product or service name or slogan contained in the Site are trademarks of 1000TRACKS.COM and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of 1000TRACKS.COM or the applicable trademark holder. You may not use metatags or any other "hidden text" utilizing "1000TRACKS.COM" or any other name, trademark or product or service name of 1000TRACKS.COM without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of 1000TRACKS.COM and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

Links

You may not use a 1000TRACKS.COM logo or other proprietary graphic of 1000TRACKS.COM to link to this Site without the express written permission of 1000TRACKS.COM. Further, you may not frame any 1000TRACKS.COM trademark, logo or other proprietary information, including the 1000TRACKS.COM Content, without 1000TRACKS.COM's express written consent.

1000TRACKS.COM makes no claim or representation regarding, and accepts no responsibility for, directly or indirectly, the quality, content, nature or reliability of third-party websites accessible by hyperlink from the Site, or websites linking to the Site. Such sites are not under the control of 1000TRACKS.COM and 1000TRACKS.COM is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. 1000TRACKS.COM provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by 1000TRACKS.COM of any site or any information contained therein. When you leave the Site, 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.

Your participation, correspondence or business dealings with any third party found on or through the Site, regarding the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that 1000TRACKS.COM shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

Registration Data and Account Security

In consideration of your use of the Site, you agree to: (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain and promptly update the Registration Data, and any other information you provide to 1000TRACKS.COM, to keep it accurate, current and complete; (c) maintain the security of your password and identification; (d) notify 1000TRACKS.COM immediately of any unauthorized use of your account or other breach of security; (e) accept all responsibility for any and all activities that occur under your account; and (f) accept all risks of unauthorized access to the Registration Data and any other information you provide to 1000TRACKS.COM.

Financial Disclosures

Forward-Looking Statements. This Site, and any documents issued by 1000TRACKS.COM and available through this Site, may contain statements, which constitute forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. Those statements can be identified by the use of words such as "believe," "expect," "plan," "may," "will," "should," "anticipate" or similar statements or the negative of these words. Forward-looking statements include statements made as to future operations, costs, capital expenditures, cash flow, improvements in infrastructure, distribution and replenishment systems and operating efficiencies, sales and earnings estimates or trends and expansion plans and projections. These forward-looking statements are based on our current expectations. Known and unknown internal and external risks and uncertainties may cause the actual results to be materially different from those expressed in or implied by the forward-looking statements. The information contained in the most recent 1000TRACKS.COM Annual Reports to stockholders, including information contained under the section captioned "Management's Discussion and Analysis," as well as other information included under the caption "Risk Factors" and/or in other 1000TRACKS.COM filings with the Securities and Exchange Commission, identifies important factors that could cause actual results to differ from those contemplated by forward-looking statements. 1000TRACKS.COM undertakes no obligation to update forward-looking statements to reflect events or circumstances that occur after the date the statements were made.

Press Releases

The information contained within press releases issued by 1000TRACKS.COM should not be deemed accurate or current except as of the date the release was posted. 1000TRACKS.COM has no intention of updating, and specifically disclaims any duty to update, the information in the press releases. To the extent any information therein is forward-looking, it is intended to fit within the safe harbor for forward-looking statements, and is subject to material risk.

Third-Party Financial Information

1000TRACKS.COM may provide links to third-party websites or services that contain financial or investment information about 1000TRACKS.COM. Access to such websites and the information contained therein is provided as service to those interested in the information. 1000TRACKS.COM neither regularly monitors nor has control over the content of third parties' statements or websites. Accordingly, 1000TRACKS.COM does not endorse or adopt these websites or any information contained therein, including, without limitation, analyst's reports and stock quotes. 1000TRACKS.COM makes no representations or warranties whatsoever regarding the accuracy or completeness of the content, information, or opinions of third-party websites or other third-party information that is identified on the Site. Users visit these websites and use the information contained therein at their own risk.

Indemnification

You agree to defend, indemnify and hold harmless 1000TRACKS.COM, its parent company, subsidiaries, affiliates, licensors, employees, agents, third party information providers and independent contractors against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content that you post, store or otherwise transmit on or through the Site, your conduct, your use or inability to use the Site, your breach or alleged breach of the Site Terms or of any representation or warranty contained herein, your unauthorized use of the 1000TRACKS.COM Content, or your violation of any rights of another.

Disclaimer

THIS SITE AND THE 1000TRACKS.COM CONTENT ARE PROVIDED "AS IS" AND 1000TRACKS.COM AND ITS PARENT COMPANY, SUBSIDIARIES, DIRECTORS, EMPLOYEES, CONTENT PROVIDERS, AGENTS AND AFFILIATES EXCLUDE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. 1000TRACKS.COM WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE OR THE 1000TRACKS.COM CONTENT, OR THE UNAVAILABILITY OF THE SAME, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. THE FUNCTIONS EMBODIED ON OR IN THE MATERIALS OF THIS SITE ARE NOT WARRANTED TO BE UNINTERRUPTED OR WITHOUT ERROR. YOU, NOT 1000TRACKS.COM, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION DUE TO YOUR USE OF THIS SITE OR THE 1000TRACKS.COM CONTENT. WE MAKE NO WARRANTY THAT THE SITE OR THE 1000TRACKS.COM CONTENT IS FREE FROM INFECTION BY VIRUSES OR ANYTHING ELSE THAT HAS CONTAMINATING OR DESTRUCTIVE PROPERTIES.

1000TRACKS.COM uses reasonable efforts to ensure the accuracy, correctness and reliability of the 1000TRACKS.COM Content, but we make no representations or warranties as to the 1000TRACKS.COM Content's accuracy, correctness or reliability. Content types (including genres, sub-genres and categories and sub-categories and the like) and descriptions are provided for convenience, and you acknowledge and agree that 1000TRACKS.COM does not guarantee their accuracy.

1000TRACKS.COM offers the 1000TRACKS.COM Soundtrack Service to evaluate musical material on the Site. 1000TRACKS.COM explicitly disclaims any responsibility for the content or availability of information contained in the search index or directory. 1000TRACKS.COM also disclaims any responsibility for the completeness or accuracy of any directory or search result. You understand that by using the Site, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language. Nevertheless, you agree to use the Site at your sole risk and further agree that 1000TRACKS.COM shall have no liability to you for content that may be found to be offensive, indecent, or objectionable.

Some U.S. states and foreign countries do not permit the exclusion or limitation of implied warranties or liability for certain categories of damages. Therefore, some or all of the limitations above may not apply to you to the extent they are prohibited or superseded by state or national provisions.

Limitation of Liability

IN NO EVENT SHALL 1000TRACKS.COM, ITS PARENT COMPANY, SUBSIDIARIES, DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE, THE SERVICES, THE 1000TRACKS.COM CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM 1000TRACKS.COM, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO 1000TRACKS.COM'S RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF 1000TRACKS.COM, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY,

ARISING OUT OF OR RELATING TO THE USE OF THE SITE EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO 1000TRACKS.COM FOR ACCESS TO OR USE OF THE SITE.

Applicable Law and Venue

Any dispute relating in any way to your use of the Site or the 1000TRACKS.COM Content shall be submitted to confidential arbitration in Seattle, Washington, except that, to the extent you have in any manner violated or threatened to violate 1000TRACKS.COM's intellectual property rights, 1000TRACKS.COM may seek injunctive or other appropriate relief in any state or federal court in the State of Washington, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this provision shall be conducted by a single arbitrator under the rules then prevailing of the American Arbitration Provision. 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 under this Agreement shall be joined to an arbitration involving any other party subject to the Site Terms, whether through class arbitration proceedings or otherwise.

Termination

Notwithstanding any of these Site Terms, 1000TRACKS.COM reserves the right, without notice and in its sole discretion, to terminate your account and/or to block your use of the Site.

Miscellaneous Provisions

Any waiver of any provision of the Site Terms will be effective only if in writing and signed by 1000TRACKS.COM. If any clause in these Site Terms is found to be unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect. Any rights not expressly granted herein are reserved.

Changes to Site Terms

1000TRACKS.COM reserves the right to change any of the terms and conditions contained in the Site Terms or any policy or guideline of the Site, at any time and in its sole discretion. When we make changes, we will revise the "last updated" date at the top of the Site Terms. Any changes will be effective immediately upon posting on the Site. Your continued use of the Site following the posting of changes will constitute your acceptance of such changes. We encourage you to review the Site Terms whenever you visit one of our websites.

Questions and Contact Information

Questions or comments about the Site or Site Terms may be directed to 1000TRACKS.COM at contact@1000tracks.com.