Terms Of Use Agreement

Welcome to the website of the American Society of Composers, Authors and Publishers ("ASCAP," "we," "us" or "our"). Please read this Terms of Use Agreement ("Agreement") carefully, as it constitutes a legally binding agreement and applies to your use of (a) www.ascap.com and all corresponding domains, subdomains, web pages and websites associated therewith (the "Site"), (b) all mobile software applications made available by us from time to time (*e.g.*, Apple iOS Apps, *etc*.) (the "Apps") and (c) any other content, applications, features, functionality, information and services offered by us though the Site or the Apps, including, without limitation, Member Access, Title Registration, the ACE Database, ASCAP OnStage and My ASCAP License (the foregoing subsections (a), (b)and (c) are collectively referred to herein as the "Services").

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1. ACCEPTANCE OF TERMS

This Agreement applies to all users of the Services ("User," "you" or "your"), whether you are accessing them via a personal computer, a wireless or mobile device or any other IP-enabled technology (each, a "Device"). By using the Services, you acknowledge and agree that you shall comply with this Agreement and any additional terms and conditions that we provide to you in

connection with the Services and other products and services we may offer or make available to you (*e.g.*, promotional terms, contest/sweepstakes rules, ecommerce terms, software licenses, social media terms, *etc*.) ("Additional Terms"). Our **General Privacy Policy** and **Mobile Privacy Policy** ("Privacy Policies") and the Additional Terms are hereby incorporated into this Agreement by reference as though fully set forth herein. To the extent that there is a conflict between this Agreement and the Additional Terms, the Additional Terms shall govern.

2. TERM AND TERMINATION

This Agreement shall remain in effect while you use the Services. Except as otherwise expressly set forth in any agreement between you and ASCAP, you may terminate your use of or registration for the Services at any time, for any reason, and ASCAP may terminate your use of or registration for the Services at any time for any reason. Even after your use of and/or registration is terminated, your obligations under this Agreement, the Privacy Policies and the Additional Terms, including, without limitation, any indemnifications, warranties and limitations of liability, shall remain in effect.

3. MODIFICATIONS

We may modify this Agreement from time to time without notice to you for any reason. We will provide or display notices of material changes on the Services and/or e-mail or notify you upon login about these changes – the form of such notice is at our discretion. Once we post or make available such changes on the Services, these changes become effective immediately, and if you use the Services after they become effective, it will signify your agreement to be bound by such changes. We recommend that you check back frequently and review this Agreement regularly so you are aware of the most current rights and obligations that apply to you.

4. ELIGIBILITY

By using the Services, you represent, warrant and covenant to ASCAP that you are 13 years of age or older. Certain features of the Services may be subject to heightened age and/or other eligibility requirements and restrictions. If you are a User between the ages of 13 and 18, please review this Agreement with your parent or guardian. Your parent or guardian should agree to this Agreement on your behalf, and parental discretion is advised for all Users under the age of 18.

5. USER REGISTRATION

In order to access and use certain content, features or functionality of the Services (*e.g.*, Member Access, Title Registration, ASCAP OnStage and My ASCAP License, *etc*.), we may require that you register for the applicable Services, have a unique username and password combination ("User Credentials") and provide certain additional information, which may include, without limitation, your email address, legal name, date of birth, country of residence, zip code, etc. (collectively, a "User Account"). You represent and warrant that all registration and account information you submit is truthful and accurate and you shall maintain and promptly update the accuracy of such information. Further, if you elect to become a registered User of the Services, you are responsible for maintaining the confidentiality of your User Credentials, and you shall be responsible and liable for any access to or use of the Services by you or any person or entity using your User Credentials, whether or not such access or use has been authorized by you or on your behalf, and whether or not such person or entity is your employee or agent. It is therefore critical that you do not share your User Credentials with anyone, and you should use particular caution when accessing your User Account from a public or shared computer so that others are not able to view or record your User Credentials or access your User Account. You agree to immediately notify ASCAP of any unauthorized use of your User Credentials or User Account, or any other breach of security. We reserve the right to deny access, use and registration privileges to any User of the Services suspected of fraudulent or otherwise improper submissions, registrations or uses or if we believe there is a question about the identity of the person trying to access any User Account or element of the Services.

6. PRIVACY

We respect your privacy and the use and protection of your personal information. Our information collection and use policies are set forth in our **General Privacy Policy** and **Mobile Privacy Policy**. We encourage you to read the Privacy Policies, and to use them to help make informed decisions.

7. OUR OWNERSHIP RIGHTS

A. As between you and ASCAP, ASCAP (and/or its licensors) owns all right, title and interest in and to the Services, including, without limitation, all audio/visual content, artwork, photographs, illustrations, graphics, logos, copy, text, computer code, software,

music (including the musical compositions therein), data, user interfaces, visual interfaces, information, materials, and all copyrightable or otherwise legally protectable elements of the Services, including, without limitation, the design, selection, sequence, look and feel, and arrangement of the Services, and any copyrights, trademarks, service marks, trade names, trade dress, patent rights, database rights and/or other intellectual property and/or proprietary rights therein (including with respect to any content contained and/or made available in any advertisements or information presented to you via the Services). Except as expressly authorized by ASCAP and set forth in Additional Terms, including, but not limited to, the **Terms and Conditions for Use of ASCAP Logos**, you shall not, nor shall you allow any third party (whether or not for your benefit or otherwise) 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 website or platform), or otherwise use, the Services, including, without limitation, any content therein, without the express, prior written consent of ASCAP or its owner if ASCAP is not the owner.

B. You further understand and agree that the framing or scraping of, or in-line linking to, the Services and/or the use of webcrawler, spidering or other automated means to access, copy, index, process and/or store any content made available on or through the Services other than as expressly authorized by us is prohibited. You further agree to abide by exclusionary protocols (*e.g.,* Robot.txt, Automated Content Access Protocol (ACAP), *etc*.) that may be used in connection with the Services.

8. RULES FOR USE OF THE SERVICES

The Services are to be used solely for your non-exclusive, non-assignable, non-transferable, non-commercial and limited personal use and for no other purposes. You are solely responsible for your conduct in connection with the Services.

You must not:

- alter, delete or conceal any copyright, trademark, service mark or other notices contained on the Services, and/or modify, reverse engineer, decompile or disassemble any part of the Services, whether in whole or in part, or create any derivative works from any part of the Services, or encourage, assist or authorize any other person in doing so;
- except as expressly authorized by ASCAP and set forth in Additional Terms (including the ACE Terms of Use), you shall not, nor shall you allow any third party (whether or not for your benefit or otherwise) 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 website or platform), or otherwise use, the Services, including, without limitation, any content therein, without the express, prior written consent of ASCAP or its owner if ASCAP is not the owner;
- engage in or encourage conduct that (a) would violate any applicable law or violate or infringe upon any intellectual property, proprietary, privacy, moral, publicity or other rights of ours or of any other third party, (b) affects adversely or reflects negatively on ASCAP, its affiliates, the Services, our goodwill, name or reputation or causes duress, distress or discomfort to us or anyone else, and/or (c) discourages any person or entity from using all or any portion, features or functions of the Services, or from advertising, linking or becoming a supplier to us in connection with the Services;
- modify, disrupt, impair, alter or interfere with the use, features, function, operation or maintenance of the Services or the rights or use or enjoyment of the Services by any other User;
- impersonate any person or entity or falsely state or otherwise represent your affiliation with a person or entity; and/or
- solicit passwords or personally identifiable information for commercial or unlawful purposes from other Users or engage in spamming, flooding, harvesting of email addresses or other personal information, “spidering,” “screen scraping,” “phishing,” “database scraping” or any other activity with the purposes of obtaining lists of other Users or other information.

You shall not submit, post, and/or otherwise make available through the Services any User Content (as such term is defined below) that:

- you do not have a right to make available under any law, rule or regulation or under contractual or fiduciary relationships (such as inside information, proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements), or otherwise creates a security or privacy risk for any other person or entity;
- contains a software virus, worm, spyware, Trojan horse or other computer code, file or program designed to interrupt, impair, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- is or is likely to be unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy or publicity rights, harassing, profane, obscene, vulgar or that contains explicit or graphic imagery, descriptions or accounts of excessive violence or sexual acts (including, without limitation, sexual language of a violent or

threatening nature directed at another individual or group of individuals), contains a link to an adult website or is patently offensive, promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; and/or

- is or may be construed as in violation of this Agreement, as determined in ASCAP's sole discretion.

9. THIRD PARTY SOCIAL MEDIA SERVICES

ASCAP may enable the use of and/or utilize certain social media features and functionality in connection with your use of the Services, including, without limitation, in order to enable you to log in to the Services via third party online services, such as Facebook ("Third Party Social Media Services"). By logging in to the Services using account information from a Third Party Social Media Service or enabling functionality from or engaging in the use of Third Party Social Media Services as part of your use of the Services, you agree that we may transmit your login credentials and other related information to the providers of Third Party Social Media Services and may receive other information from such Third Party Social Media Services regarding you. For more information about our information collection and use policies with respect to the privacy of such information, please see our **General Privacy Policy** and **Mobile Privacy Policy**.

10. USER CONTENT

A. ASCAP may provide you and other Users with an opportunity to participate in viewing communities and other message, comment and communication features on the Services, including, without limitation, in connection with Third Party Social Media Services that provide you with the opportunity to submit, post and otherwise make available content, messages and other information via the Services (collectively, "User Content"). You agree that (i) you have no expectation of privacy in any User Content and (ii) no confidential, fiduciary, contractually implied or other relationship is created between you and ASCAP by reason of your transmitting User Content to any area of or in connection with the Services. You agree that all User Content is the sole responsibility of the person from which such User Content is originated. This means that you are solely and entirely responsible for the consequences of all User Content that you submit, upload, post, email, display, transmit or otherwise make available. You may not submit, upload, post, email, display, transmit or otherwise make available any User Content that is or may be construed as in violation of this Agreement, including, without limitation, Section 8 above, and/or that we deem otherwise unacceptable, as determined in ASCAP's sole discretion.

B. We do not acquire any title or ownership rights in the User Content that you submit and/or make available. After you submit, post, display, transmit or otherwise make available any User Content, you continue to retain any such rights that you may have in such User Content; provided, however, that by submitting, uploading, posting, emailing, displaying, transmitting or otherwise making available any User Content, you grant to ASCAP the unrestricted, worldwide, non-exclusive, irrevocable, perpetual, fully paid-up and royalty-free right and license, in any form or format, on or through any media or medium and with any technology or Devices now known or hereafter developed, in whole or in part, to host, cache, store, maintain, use, reproduce, distribute, display, exhibit, perform, publish, transmit, modify, prepare derivative works of, adapt, reformat, translate, and otherwise exploit all or any portion of your User Content on the Services and any other websites, services, and other distribution platforms, whether currently existing or developed in the future, for any purpose whatsoever without accounting, notification, credit or other obligation to you, and the right to license and sub-license and authorize others to exercise any of the rights granted hereunder to ASCAP, in our sole discretion.

C. You represent, warrant and covenant that (i) you own any and all User Content you make available or otherwise have the right to grant the rights, licenses and privileges described in this Agreement and to perform and comply with all of the requirements set forth herein, and (ii) you hold and shall continue to hold all the ownership, license, proprietary and other rights necessary to enter into, authorize, grant rights and perform your obligations under this Agreement and shall pay for all royalties, fees, and any other monies owing to any person or entity by reason of your User Content.

11. FEE-BASED SERVICES

A. ASCAP offers certain fee-based and other e-commerce services ("Fee-Based Services") via the Services, including, without limitation, the ability to license music and register as a member of ASCAP, purchase merchandise, goods and services via the ASCAP Store, among other things. Additional terms may apply to your use and access of such Fee-Based Services and all such terms are deemed Additional Terms and incorporated herein by reference. You may only use the Fee-Based Services if you pay, in full, the prices and fees (including, without limitation, all applicable taxes) for any purchases you, or anyone using the User Credentials registered to you, make. Only certain debit and credit cards and other payment methods may be accepted, subject to certain applicable restrictions, including territory restrictions, bank/payment card restrictions, spending limits, third party service

provider restrictions and otherwise, which may prevent the processing of the applicable payment. If a transaction has been declined due to payment card or other issues, please ensure that all data inputted by you is correct and resubmit. Further, if payment is not received from your credit, debit or charge card issuer or its agents or other payment service provider, you agree to promptly pay all amounts due upon demand by us. You expressly acknowledge and agree that, if applicable, ASCAP may obtain a pre-approval from the applicable payment card company for an amount up to the amount of the purchase.

B. ASCAP does not guarantee that product descriptions or other content will be accurate, complete, reliable, current or error-free. Descriptions and images of, and references to, products on the Services do not imply our or any of our affiliates' endorsement of such products. ASCAP and its third party operational service providers reserve the right, with or without prior notice, (i) to change product descriptions, images, and references, (ii) to limit the available quantity of any product, (iii) to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions, (iv) to bar any User from conducting any or all transaction(s) and (v) and/or to refuse to provide any User with any product. Prices and availability of any product and/or service are subject to change without notice.

C. You acknowledge and agree that certain Fee-Based Services, including, without limitation, the ASCAP Store, may utilize third party operational service providers (*e.g.*, Zazzle Inc., *etc*.) and all purchases made through these third party operational service providers are subject to their respective terms and conditions of use. ASCAP is not responsible and has no liability whatsoever for goods or services you obtain through our third party operational service providers or other websites or web pages. We encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties. ASCAP does not make any representations or warranties as to the security of any information (*e.g.*, credit card and other personal information, *etc*.) you might be requested to give any such third party, and you irrevocably waive any claim against us with respect to such third party operational service providers or websites. We are not responsible for assisting you in correcting any problem you may experience with goods and services purchased through a third party operational service provider, even if the goods or services were shown on the Services. We cannot ensure that you will be satisfied with any products or services that you purchase from any third-party operational service provider as those are owned and operated by independent entities not affiliated with ASCAP. Customer service issues related to goods or services should be directed to the relevant third party operational service provider.

12. ACCESS TO THE SERVICES; DEVICE REQUIREMENTS; USAGE RULES

A. We reserve the right to withdraw or amend the Services in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or to the entire Site or Apps, to registered Users and/or otherwise, as we determine in our sole discretion.

B. In order to access and use the Services, you may be required to use Device(s) and other technology meeting certain system, configuration and other requirements established by ASCAP, its content partners, licensors and other third parties, such as platform, storefront and network operators (*e.g.,*Apple, *etc*.) (collectively, "Operators"), and you are responsible for ensuring that your Device(s) and other technology meet all such requirements. In addition, you are responsible for any data access, network and/or other service rates and charges you may incur in connection with your Device and use of the Services.

B. You further acknowledge and agree that certain Services (in whole or in part), and certain content contained therein, may be accompanied by technological and/or other restrictions (*e.g.*, digital rights management technology, *etc*.) that protect digital information and content from unauthorized use and access and may limit and restrict your usage of such in accordance with certain rules and restrictions. You agree to comply with such rules and restrictions at all times and shall not violate or attempt to violate any security components thereof.

13. NO RESPONSIBILITY TO REVIEW OR MONITOR

ASCAP assumes no responsibility for monitoring the Services for inappropriate content or conduct. If at any time ASCAP chooses in its sole discretion to monitor the Services, ASCAP nonetheless assumes no responsibility for User Content, assumes no obligation to modify or remove any User Content, and no responsibility for the conduct of any User. However, we reserve the right to review any User Content and to delete, remove, move, edit or reject, without notice to you, for any reason or for no reason whatsoever, any User Content, including, without limitation, any User Content that is or may be construed as violating this Agreement, or is deemed to be unacceptable to ASCAP, as determined in ASCAP's sole discretion; provided, however, that ASCAP shall have no obligation or liability to you or any third party for failure to do so or for doing so in any particular manner. Further, you acknowledge, consent and agree that ASCAP may access, preserve and disclose your account and registration information and any other content or information if required to do so by law or if based on a good faith belief that such access, preservation or disclosure is reasonably

necessary to (a) comply with the law or legal process, (b) enforce this Agreement, (c) respond to claims that any content or information violates the rights of any third party, (d) respond to your requests for customer or technical service, or (e) protect the rights, property or personal safety of ASCAP, Users or any third parties including acting in urgent circumstances.

14. DIGITAL MILLENNIUM COPYRIGHT ACT

A. If you are a copyright owner, or an agent thereof, and believe that any content on the Services infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act by providing our Designated Agent (as set forth below) with the following information in writing (see 17 U.S.C. § 512(c)(3) for further details):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Services are covered by a single notification, a representative list of such works on the Services;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if applicable, e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Written notification of claimed infringement must be submitted to the following Designated Agent:
Name and Address of Designated Agent:
ASCAP Copyright Agent
Attention: Kyle Harris
1900 Broadway
New York, New York 10023
Email Address of Designated Agent: **WebSupport@ascap.com**

B. If you believe that your content (which was removed or to which access was disabled) is non-infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to applicable law, to make such content available to ASCAP for use on the Services, you may send a counter-notice containing the following information to our Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of a mistake or a misidentification of the content; and
- Your name, address, telephone number and, if applicable, e-mail address, and a statement that you shall accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by our Copyright Agent, ASCAP may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider or the User, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at ASCAP's sole discretion.

15. MEMBER ACCESS

Member Access is an online portal made available exclusively to members of ASCAP, which allows members to, among other things, manage their membership account, including, without limitation, updating their personal information, receiving information related to royalties, downloading statements and registering titles. If you are a member of ASCAP and would like to use Member Access, you can activate your Member Access account by visiting **members.ascap.com**, clicking on the "Activate Your Account

Now" link and following the online instructions. Your use of Member Access is made available as part of the Services and is subject to the terms and conditions of this Agreement, as well as any Additional Terms that may be made available in connection therewith. Please note that Member Access is currently made available to members of ASCAP on a free basis; however, we reserve the right to amend or modify Member Access (including any features and functionality thereof) and/or charge a fee in connection with the use thereof, at anytime, in our sole discretion.

16. MY ASCAP LICENSE

If you are a licensor who has purchased a license from ASCAP to publicly perform songs in the ASCAP repertory, you can manage your account information in connection with each of your licenses, by using the My ASCAP License application made available by ASCAP through the Site or the Apps. To activate your My ASCAP License account, visit **www.ascap.com/licensing**, click on the "Manage Your Account" link and follow the online instructions. Your use of My ASCAP License is made available as part of the Services and is subject to the terms and conditions of this Agreement, as well as any Additional Terms that may be made available in connection therewith. Please note that all terms and conditions related to your license of public performance rights from ASCAP, including, without limitation, rate and payment terms, are set forth in the applicable license agreement entered into by you and ASCAP at your time of your purchase. Please review the terms and conditions of the applicable license agreement carefully.

17. SUPPORT

For assistance with technical issues and other questions, please refer to and/or contact us via our online contact and support page located at **www.ascap.com/contact**.

18. THIRD PARTY SERVICES

The appearance, availability, or your use of (a) URLs or hyperlinks referenced or included anywhere in connection with the Services or any other form of link or re-direction of your connection to, with or through the Services or (b) any third party websites, content, data, information, applications, goods, services or materials, including Third Party Social Media Services (collectively, "Third Party Services") does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of ASCAP, its affiliates or any of their respective successors and assigns, directors, officers, employees, representatives, agents, licensors, Advertisers (as defined below), Operators, suppliers or service providers. We do not verify, endorse, or have any responsibility for Third Party Services and any third party business practices (including their privacy policies), whether the Services' or ASCAP's logo and/or sponsorship identification is on the Third Party Services as part of a co-branding or promotional arrangement or otherwise. If any Third Party Services with which you interact obtains or collects personal information from you, in no event does ASCAP assume or have any responsibility or liability. Accordingly, we encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each Third Party Service you use.

19. ADVERTISERS

From time to time, you may choose to communicate with, interact with, or obtain Third Party Services from our advertisers, sponsors or other promotional partners (collectively, "Advertisers") found on or through the Services or via a hyperlinked website or platform. All such communication, interaction and participation is strictly and solely between you and such Advertisers and we shall not be responsible or liable to you in any way in connection with these activities or transactions (including any representations, warranties, covenants, contracts or other terms or conditions that may exist between you and the Advertisers or any goods or services you may purchase or obtain from any Advertiser).

20. INDEMNITY

You agree to indemnify, defend and hold ASCAP, its affiliates, and their respective successors and assigns, directors, officers, employees, representatives, agents, licensors, Advertisers, Operators, suppliers and service providers harmless from any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees), arising in any way out of or in connection with (a) your use of the Services, (b) your breach or violation of this Agreement, and/or (c) your User Content. ASCAP reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you and all negotiations for its settlement or compromise, and you agree to fully cooperate with us upon our request.

21. DISCLAIMER OF WARRANTIES

THE SERVICES, AND ALL CONTENT, PRODUCTS, SERVICES AND USER CONTENT MADE AVAILABLE ON, THROUGH OR

IN CONNECTION THEREWITH, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THE SERVICES WILL BE AVAILABLE FOR USE, OR THAT ANY PRODUCTS, FEATURES, FUNCTIONS, SERVICES OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. ALL IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS RELATING TO THE SERVICES, THE SITE AND THE APPS, AND ALL CONTENT, PRODUCTS, SERVICES AND USER CONTENT ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY MALICIOUS CODE, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISING OUT OF YOUR USE OF THE SERVICES. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT 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 SERVICES, INCLUDING, WITHOUT LIMITATION, USER CONTENT ASSOCIATED WITH YOUR USE OF THE SERVICES. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THE CAPACITY OF THE SERVICES, 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 ASCAP ASSUMES NO LIABILITY, RESPONSIBILITY OR OBLIGATION TO TRANSMIT, PROCESS, STORE, RECEIVE OR DELIVER TRANSACTIONS AND YOU ARE HEREBY EXPRESSLY ADVISED NOT TO RELY UPON THE TIMELINESS OR PERFORMANCE OF THE SERVICES FOR ANY TRANSACTIONS. 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.

22. LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ASCAP, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSORS, ADVERTISERS, OPERATORS, SUPPLIERS AND SERVICE PROVIDERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF THE SERVICES OR FROM THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

23. GOVERNING LAW AND JURISDICTION

This Agreement and your use of the Services is governed by, construed and enforced in accordance with the internal substantive laws of the State of New York (notwithstanding the State's conflict of laws provisions) applicable to contracts made, executed and wholly performed in New York, and, for the purposes of any and all legal or equitable actions, you specifically agree and submit to the exclusive jurisdiction and venue of the State and Federal Courts situated in the State and County of New York and agree you shall not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum non conveniens or otherwise. IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THIS AGREEMENT, REGARDING YOUR USE OF THE SERVICES OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

24. LIMITATION ON TIME TO FILE CLAIMS

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 AND/OR THE SERVICES, REGARDLESS OF FORM OR THE BASIS OF THE CLAIM, MAY BE BROUGHT BY YOU MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ARISEN (OR IF MULTIPLE CAUSES, FROM THE DATE THE FIRST SUCH CAUSE AROSE).

25. JURISDICTIONAL ISSUES; EXPORT CONTROL

The Services are controlled and operated by ASCAP from its offices in the U.S. ASCAP makes no representation that the Services are appropriate or available for use outside the U.S. Those who choose to access the Services from other locations do so at their own risk and are responsible for compliance with any and all local laws, rules and regulation, if and to the extent local laws, rules and regulations are applicable. No software made available in connection with the Services may be downloaded, exported or

re-exported into (or to a national or resident of) any countries that are subject to U.S. export restrictions.

26. MISCELLANEOUS

This Agreement contains the entire understanding and agreement between you and ASCAP concerning the Services and supersedes any and all prior or inconsistent understandings relating to the Services and your use thereof. This Agreement cannot be changed or terminated orally. If any provision of this Agreement is held to be illegal, invalid or unenforceable, this shall not affect any other provisions and this Agreement shall be deemed amended to the extent necessary to make it legal, valid and enforceable. The terms “include,” “includes” and “including,” whether or not capitalized, mean “include, but are not limited to,” “includes, but is not limited to,” and “including, but not limited to,” respectively and are to be construed as inclusive, not exclusive. The failure of ASCAP to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. This Agreement, and any rights, licenses and privileges granted herein, may not be transferred or assigned by you, but may be assigned or transferred by ASCAP without restriction, notice or other obligation to you.

This Agreement was last modified on the date indicated above and is effective immediately.