



TERMS OF USE AND SERVICE

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We reserve the right at any time to:

- Change the terms and conditions of this agreement; and
- Change the site, including eliminating or discontinuing any content on or feature of the Site.

Any changes to the terms and conditions of this agreement will be effective immediately upon notice to you, whether provided by a posting on the site, by electronic mail, or other means. Your continued use of the site after such notice will be deemed acceptance of such changes. Any changes to the site shall be effective upon implementation of such change. Except as otherwise provided, any new content on or features of the site shall be subject to this Agreement. Please bookmark this page and review it periodically to make yourself familiar with the most recent version. You can determine when we last updated the agreement by checking the "Last Revised" date that appears at the top of the page.

1. Privacy Policy. Please read the Inkhorn Music [Privacy Policy](#), which is incorporated herein by reference. By using the site, you agree to be legally bound by the Inkhorn Music [Privacy Policy](#), which discusses and governs our collection and use of any information you submit to us.

2. Site Monitoring. We have no obligation to monitor the site. You acknowledge and agree, however, that we do retain the right to monitor the site and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the site properly, or to protect ourselves or our users. We will not intentionally monitor or disclose any private electronic-mail message unless required by law. We reserve the right to refuse to post or to remove any information or

materials from any portion of the site, in whole or in part, that, in our sole discretion, are unacceptable, undesirable, inappropriate or in violation of these Terms Of Use.

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- Restrict or inhibit any other visitor from using the site, including, without limitation, by means of "hacking" or defacing any portion of the site;
- Attempt to gain unauthorized access to other computer systems through the site;
- Use the site or materials for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene, or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- Engage in spamming or flooding;
- Transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs, or other items of a destructive nature;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile, or disassemble any portion of the site;
- Remove any copyright, trademark, or other proprietary rights notices contained in the site or materials;

- "Frame" or "mirror" any part of the site without our prior written authorization;
- Harvest or collect information about other site users without their express consent.

While using the Site and/or Materials, you agree to comply with all applicable laws, rules, and regulations.

5. Security. You understand and acknowledge that no data transmission over the Internet can be guaranteed to be 100% secure and we cannot guarantee that any personal information you submit to us will be free from unauthorized third party intrusion. You understand and agree that all information you submit to Inkhorn Music is done so at your own risk.

6. Internet Access. You acknowledge and agree that in connection with your use of the site you must: (a) provide for your own access to the world wide web and pay any service fees associated with such access, and (b) provide all equipment necessary for you to make such connection to the world wide web, including a computer, software, a modem and a working telephone line. Inkhorn Music shall not be responsible for any malfunctions, errors, crashes or other adverse events that may occur from your use of the site.

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We reserve the right to limit the availability of the site (including the provision of any service or other product described thereon) to any person, geographic area or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any such service or product that we provide. VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE OTHERWISE PROHIBITED BY LAW.

10. Termination. This agreement shall remain effective until terminated in accordance with its terms. Either party may terminate this Agreement immediately upon notice to the other party. In addition, we reserve the right to immediately terminate this agreement, and/or your access to and use of the site or any portion thereof, at any time and for any reason, with or without cause. Upon termination of this agreement by either party, your right to use the site and any licenses granted herein shall immediately cease, and you shall destroy all materials obtained from the site and all copies thereof, whether made under the terms of this agreement or otherwise.

11. Disclaimers. THE SITE, THE MATERIALS ON THE SITE, AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, INKHORN MUSIC AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AND AGENTS DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you. INKHORN MUSIC AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER (S) ON WHICH THE SITE IS HOSTED IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF INKHORN MUSIC OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, OR OTHER SITE USERS, WHETHER MADE ON THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY. ALL

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14. Questions. The site is provided by Inkhorn Music. If you have any questions, comments or complaints regarding this agreement or the site, feel free to contact us at Web Site Inquiries, Inkhorn Music Productions, P.O. Box 3473, Auburn, AL 36831-3474.

15. Notice for California Users. Under California Civil Code Section 1789.3, California site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

16. Filtering. Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) that may assist you in limiting access to material that is harmful to minors are commercially available. Information identifying current providers of such protections is available at the web sites of the Electronic Frontier Foundation:

http://www.eff.org/pub/Censorship/Ratings_filters_labelling/ and of America Links Up: <http://www.netparents.org/parentstips/browsers.html>.

17. Miscellaneous. This Agreement is governed by and shall be construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of law. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of New York, New York, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. If any provision of this agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter. This agreement is not assignable, transferable, or sublicensable by you except with Inkhorn Music's prior written consent. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption, or section title contained in this agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

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