



## **WEB SITE TERMS AND CONDITIONS**

Date of Last Revision: August 1, 2009

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEB SITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU MAY NOT USE THIS WEB SITE.

These Web site terms and conditions ("Site Terms") apply only to your access to, and use of, the Web site of Pacifica Music, LLC. ("Pacifica Music"), located at [www.pacificamusic.com](http://www.pacificamusic.com) (the "Site"). These Site Terms do not alter in any way the terms or conditions of any other agreement you may have with Pacifica Music. If you are using the Site on behalf of any entity, you represent and warrant that you are authorized to accept these Site Terms on such entity's behalf. You represent and warrant that you are over the age of 18 and are lawfully able to accept these Site Terms.

Pacifica Music may modify these Site Terms at any time in its sole discretion by posting the revisions on the Site. You waive any right you may have to receive specific notice of such modifications, and your continued use of this Site following the posting of such modifications will confirm your acceptance. Therefore, you should frequently review the Site Terms from time-to-time to understand the terms and conditions that apply to your use of the Site. If you do not agree to the amended terms, you must stop using the Site. Pacifica Music reserves the right to terminate a User's use of this Site at any time without notice and may do so for any breach of this Agreement or the instructions on this site by User.

### **Consent To Receive Electronic Records**

By participating in the products or services on the site, you signify your express consent to receive information from Pacifica Music in electronic format. You will need a computer with browser and Internet access to receive such electronic records. Electronic records may include terms and conditions, agreements, privacy policies, and other items.

### **Copyright and Limited License**

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- (a) make any commercial use of the Site or the Site Materials, except pursuant to a separate written license agreement;
- (b) download, reproduce, distribute, publicly perform or display, or otherwise use any music or other Site Materials contained on the site without a written agreement or license from Pacifica Music;
- (c) modify or otherwise make any derivative use of the Site or the Site Materials;
- (d) use any data mining, robots or similar data gathering, scraping or extraction methods;
- (e) use the Site or the Site Materials other than for its intended purpose.

Any use of the Site or the Site Materials other than as specifically authorized herein, without the prior written permission of Pacifica Music, is strictly prohibited and will terminate the license. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws. This license is revocable at any time.

### **Music Downloads and Use;**

Unless otherwise authorized in writing in these Site Terms or on the Site, all downloading, reproduction or other use of any music from this Site requires that you enter into a separate written license agreement with Pacifica Music ("Music License Agreement").

## **Copyright Infringement Policy**

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable laws, Pacifica Music has adopted a policy of terminating, in appropriate circumstances and at our sole discretion, account holders who infringe the intellectual property rights of Pacifica Music 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 as set forth below:

Pacifica Music, LLC.

4121 Redwood Avenue

Los Angeles, CA 90066

Phone: 310 821 6110

Tel/Fax: 888 472 2022

Email: [contact@pacificamusic.com](mailto:contact@pacificamusic.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**

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## **Hyperlinks**

You may create a link to the Site, provided such link does not portray Pacifica Music or any of its music, products or services in a false, misleading, defamatory or otherwise derogatory manner. This limited right may be revoked at any time. You may not use a Pacifica Music logo or other proprietary graphic of Pacifica Music to link to this Site without the express written permission of Pacifica Music. Further, you may not frame the Site without Pacifica Music's express written consent.

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## **Registration Data and Account Security**

You agree to: (a) provide accurate, current and complete information 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 Pacifica Music, to keep it accurate, current and complete; (c) maintain the security of your password and identification; (d) notify Pacifica Music 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 Pacifica Music.

## **Audition Policy**

If you would like to audition your music to be considered for possible representation by Pacifica Music or use by our clients, you may fill out the Audition Request [<http://pacificamusic.com>, located on the "contact" page] form on the Site and provide us with publicly accessible links to your music (such as MySpace, EPK, BandSite or music review sites) as described in the form. Do not send us CDs or electronic files of your music, as we do not accept unsolicited submissions. If we feel your music may fit our or our client's needs, then we will contact you. You understand that all auditions are subject to the terms and conditions of our Audition Policy [<http://pacificamusic.com>, located on the "contact" page under "Audition Click Here"] and that by sending us an Audition Request or otherwise providing us with any access to your music, you are agreeing to all of the terms and conditions set forth in the Audition Policy.

## **Submission Policy**

It is Pacifica Music's policy not to accept or consider music or other creative materials, ideas, or suggestions other than those we specifically request, such as music auditions in accordance with our Audition Policy as described above. The purpose of this policy is to avoid any misunderstandings if your materials or ideas are similar to those we received or have developed independently. Therefore we must request that you do not send to us any unsolicited original creative materials. If you wish for us to hear your music, you must follow the audition process described above. If you nonetheless decide to send us something, any communication, information or material you do transmit to us or to the Site by mail, email or otherwise, will be treated as non-confidential and non-proprietary.

## **Indemnification**

You agree to defend, indemnify and hold harmless Pacifica Music, LLC its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to your violation of these Site Terms or your violation of the rights of any third party.

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## **Limitation of Liability**

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## **Applicable Law and Venue**

These Site Terms and your use of the Site shall be governed by and construed in accordance with the laws of the State of California, applicable to agreements made and to be entirely performed within the State of California, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Site Terms shall be filed only in the state and federal courts located in Los Angeles County, California and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Site Terms.

## **Termination**

Notwithstanding Site Terms and Conditions, Pacifica Music reserves the right, without notice and in its sole discretion, to terminate your license to use the Site, and to block or prevent future your access to and use of the Site.

## **Severability**

If any provision of these Site Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Site Terms and shall not affect the validity and enforceability of any remaining provisions.

## **Changes to Site Terms**

Pacifica Music reserves the right to change any of the Terms and Conditions or any policy or guideline of the Site, at any time and in its sole discretion. When we make changes, we will revise the date at the top of the Site Terms and Conditions. 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 regularly.

## **Questions & Contact Information**

Questions or comments about the Site may be directed to Pacifica Music at the email address [contact@pacificamusic.com](mailto:contact@pacificamusic.com)

## **California User Consumer Rights**

In accordance with Cal. Civ. Code Sec. 1789.3, California resident users are entitled to know that they may file grievances and complaints at California Department of Consumer Affairs, 400 R Street, STE 1080, Sacramento, CA 95814; or by phone at 916-445-1254 or 800-952-5210; or by email to [dca@dca.ca.gov](mailto:dca@dca.ca.gov).

## **Miscellaneous**

This Agreement constitutes the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous (oral, written or electronic) agreement between the parties and shall not be changed except by written agreement signed by an officer of the Company. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement as much as possible under applicable law shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof and the unenforceable provision shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. User shall not assign or transfer this Agreement and any such transfer shall be void.