

TERMS OF SERVICE

General

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You hereby affirm that if you are under the age of 18, you have reviewed these Terms of Service with your parent or legal guardian and that he or she consents to these Terms of Service on your behalf, and accepts full responsibility and liability with respect to your compliance with them. You hereby agree that you and/or your parent or legal guardian are fully able and competent to enter into the terms, conditions, obligations, representations and responsibilities set forth in these Terms of Service, and to abide and comply with the same. If you and your parent or legal guardian do not agree to be bound by these Terms of Service, you should stop using the Site immediately.

We reserve the right to change these Terms of Service or to impose new conditions on use of the Site, from time to time without notice. You acknowledge and agree that it is your responsibility to review these Terms of Service periodically and familiarize yourself with any changes. By continuing to use the Site after we post any such changes, you accept the Terms of Service, as modified.

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This Site may include a variety of features, such as uploaded images, audio files, videos, messages, social media links and other user generated content. It is a condition of your use of the Site that you do not: (a) restrict or inhibit any other user from using and enjoying the Site; (b) use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (c) interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site; (d) use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person; (e) upload any material to the Site that may be deemed illegal, fraudulent, abusive, offensive, lewd, or criminal in nature, as determined in Company's sole discretion; (f) gain or attempt to gain unauthorized access to the Site, or any account, computer system, or network connected to this Site, by any automated, unethical or unconventional means, including but not limited to hacking, password

mining or other illicit means; and (g) obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.

Intellectual Property Rights

All content and materials available on the Site, including but not limited to any and all sound recordings, music, sound clips, video clips, illustrations, text, graphics, logos, icons, images, photographs, data compilations, page layout (including the “look and feel” of the content therein), underlying code and software is the property of or controlled/licensed for the express uses herein by Company. By continuing to view and use the Site, you acknowledge that such content is protected by applicable Canadian intellectual property law, international intellectual property law and other applicable laws and is provided solely for your personal non-commercial use. You may not use the Site or the materials available on the Site in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms of Service or by the Company, you may not modify, copy, duplicate, reproduce, republish, upload, post, transmit, translate, trade, sell, resell, create derivative works, exploit, or distribute, in any manner or medium (including by email or other electronic means, or by “mirroring” to any other computer or server), any material from the Site.

Third Party Materials

Certain sections of the Site may allow you to view and/or use different content, materials and/or services that are provided by third parties. Company is not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these content, materials and/or services. Your participation, correspondence or dealings with any third party found on or through our Site are solely between you and such third party. You agree that Company shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

Limitation of Liability

You agree to indemnify and hold harmless Company and its subsidiaries, licensees, assigns and affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against any and all claims that result from the use of, or the inability to use, the Site, including its content, materials and/or or services, or third-party materials made available through the Site. Furthermore, you shall be solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you through your use of the Site and may incur criminal or civil liability for any such unauthorized activities. If you are dissatisfied with the Site, any content, materials and/or or services on the Site, or with any of the Site's terms and conditions, your sole and exclusive remedy is to discontinue using the Site and the materials and/or services.

Company makes no warranty of any kind, implied or express, as to the Site’s accuracy, completeness or appropriateness for any purpose. Furthermore, Company makes no warranty or representation that it is affiliated with any artist, individual, entity, corporation or other third party referred to on the Site by Company or any other third party. By using the Site, you understand and agree that all information, resources, materials, services and tools are provided

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Termination

You agree that Company may, at its own discretion, suspend or terminate your right to use the Site or any part of the Site at any time without notice and for any reason. Any suspected illegal, fraudulent or abusive activity, including uploading offensive, lewd, or criminal material (as determined at Company’s sole discretion) may be grounds for terminating your access to the Site and its features, and may be referred to appropriate law enforcement authorities. In the event of suspension or termination, you shall no longer be authorized to access the part of the Site affected by such suspension or termination and Company shall have the right to remove or delete any information that you may have on file with us, including any account or login information, without further notice or refund to you. The restrictions imposed on you with respect to any material downloaded from the Site, and the disclaimers and limitations of liabilities set forth in these Terms of Service, shall survive.

Miscellaneous

This Agreement shall be binding upon and inure to the benefit of Company and our respective assigns, successors, heirs, and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior written consent of Company. Notwithstanding the foregoing, all rights and obligations under this Agreement may be freely assigned by Company to any affiliated entity or any of its wholly owned subsidiaries.

These Terms of Use shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any dispute shall be subject to the jurisdiction of the courts of the Province of Ontario. If any provision of this agreement shall 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.