

# terms & conditions

- 1. THE SERVICE:** "C Music TV Online," is a Service through which registered users of 18 years of age and above can access a simulcast broadcast of the OFCOM licensed C Music television channel via online media for a fee ("Service"). The Service is accessible in various countries worldwide via <http://www.cmusic.tv/> which is owned and/or controlled by C Music Entertainment Ltd.
- 2. ACCEPTANCE OF TERMS AND CONDITIONS:** Your use of the Service is subject to the following Terms of Use ("Terms"), which may be updated in accordance with Section 20 below. You can review the most current version of the Terms at any time at <http://www.cmusic.tv/>. If you do not agree with any part of the following Terms or any other terms expressly specified by C Music Entertainment Ltd in connection with a transaction (such as pricing), you shall not use any of the Service. You acknowledge and agree that any use of the Service by you shall constitute your acceptance of these Terms. If you violate any of these Terms, your permission to access and view the Service automatically terminates. These Terms were last updated on 1 July 2008 and are governed by German law.
- 3. SCOPE OF SERVICE:** You understand and agree that the Service may include content such as sponsorship, service announcements, program information and administrative messages. Such content is considered part of the Service and you will not be able to opt out of receiving it. Unless explicitly stated otherwise, any new features that augment or enhance the current Service(s) or are delivered through other distribution means shall be subject to these Terms. You understand and agree that the Service is provided "AS IS" and that C Music Entertainment Ltd assumes no responsibility for the timeliness, deletion, non-delivery or failure to store any user correspondence, information or personalization settings. You are solely responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or air time charges). You are solely responsible for those fees. In addition, you must provide and are solely responsible for all equipment necessary for you to access the Service. You agree not to access the Service by any means other than through the interface that is provided by C Music Entertainment Ltd for use in accessing the Service. You also acknowledge that your right to access the Service is limited to the number of hours (or other applicable parameters) specified in the subscription package you purchase from C Music TV. Due to rights restrictions; certain programming may not be available in certain territories.
- 4. CONTENT RIGHTS AND OWNERSHIP:** You acknowledge and agree that the information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content") presented to you through the Service or contained in sponsor advertisements are protected by copyright, trademarks, service marks, patents and/or other proprietary rights and laws. Subject always to these Terms, C Music Entertainment Ltd grants you a personal, non-transferable and non-exclusive license to stream and/or view the Content for non-commercial, personal use only, provided that you also retain all copyright and other proprietary notices contained on the materials. Other than for your personal and private viewing (and then only to the extent as required to the performance of these Terms and the Service), you agree not to distribute, download, copy, modify, transmit, reuse, re-post, or use the Content available through the Service for any purpose, and further agree not to modify, rent, lease, loan, sell, distribute, reverse engineer (other than to the extent permitted by law) or create derivative works based on the Content, in whole or in part, without C Music TV's prior express written permission. Images of people or places displayed through the Service are either the property of C Music Entertainment Ltd or third parties. The use of these images by you, or anyone else authorized by you, is prohibited except to the extent specifically permitted by these Terms or specific permission provided elsewhere by C Music Entertainment Ltd in writing. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. Where your license with respect to certain Content is restricted to certain territories, you agree not to redistribute or in any way assist in the redistribution of the Content outside said territories.
- 5. PRIVACY POLICY AND USER SUBMISSIONS:** Any collection or use of personally identifiable information collected from you via the Service is governed by C Music TV's Privacy Policy, which is incorporated by reference herein and is available at C Music TV's home page <http://www.cmusic.tv/> To the extent particular pages or features of the Service permit the submission of communications which will be treated by C Music Entertainment Ltd as confidential (including features that collect your personally identifiable contact information), that fact will be stated clearly on the applicable web pages or features, and such information will be subject to said Privacy Policy.
- 6. YOUR REGISTRATION OBLIGATIONS:** In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or C Music Entertainment Ltd has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, C Music Entertainment Ltd has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). C Music Entertainment Ltd is concerned about the safety and privacy of all its users, particularly children.

## 7. PAYMENT TERMS:

C Music Entertainment Ltd uses PayPal as its payment collection provider. The credit card or alternate payment method that you provide is used by PayPal as part of your Registration and/or purchase. These details are neither transferred nor held by C Music Entertainment Ltd. Once you have selected a specific Subscription Period, PayPal will charge you this amount immediately. Please note that C Music TV Online is not a recurring service and you will therefore not be automatically recharged at the end of you purchased term. Instead you will receive an email asking you if you would like to re-subscribe.

All fees are non-refundable and non-creditable. All price references are in U.S. dollars or Euros. The prices and terms of sale for subscriptions to the Service and other Content transactions will be those in effect (and presented to you either through the purchase process and/or incorporated by reference via presenting you with a link to the purchase terms during that process) on the date on which you submitted sufficient information to complete your order (e.g. valid credit card information). C Music Entertainment Ltd reserves the right to change prices for its Service at any time, and C Music Entertainment Ltd is not responsible to you for any sudden price changes, including without limitation requiring payment for Content that was previously free or reducing or eliminating charges for Content that previously required payment (whether or not you had subscribed to such Content). Notwithstanding the foregoing, if C Music Entertainment Ltd raises the price of, or otherwise changes the material terms to, a

subscription package, C Music Entertainment Ltd will give current affected subscribers advance notice by using the contact information provided as part of the Registration Data, and such subscribers may cancel the relevant subscription(s) within thirty (30) days of the notification to avoid being bound by the new pricing or terms. You are responsible for keeping C Music Entertainment Ltd informed of your current email address, for checking your spam/bulk mail filters for important notices about upcoming changes to your Service, for contacting us via email if you do not accept those changes, and for the loss or non-delivery of such notices. C Music Entertainment Ltd shall not be liable in any way with respect to the timing of any charges to your credit card.

8. CANCELLATION OF SUBSCRIPTIONS: Subscriptions to the Service may be provided on a monthly, annual or other periodic basis commencing on the date that you sign up for the Service. You can cancel a subscription to the Service at any time by contacting us and requesting cancellation of the applicable subscription. Cancellation of a subscription prior to the end of the applicable pre-paid term will not take effect until the end of that term and you will not receive a refund in respect to any portion of the pre-paid fee. During that time, you will continue to have access to the Service until the conclusion of the particular term of your subscription. For example, if you cancel a monthly subscription ten (10) days after your credit card or alternative payment method has been billed for your subscription for a particular month, e.g. June, you will continue to have access to the Service for the remaining twenty (20) days of the term, and the cancellation will become effective at the end of that remaining 20-day period.

9. TERMINATION AND SUSPENSION OF ACCOUNT: C Music Entertainment Ltd expressly reserves the right to, at its option, immediately modify, suspend or terminate your account and refuse current or future use of the Service by you if:

- your credit card or alternative payment method is invalid for any reason
- you charge back to your credit card or alternative payment method the fees due to C Music TV
- C Music Entertainment Ltd, at its sole discretion, believes that you have engaged in manipulation of the Service
- C Music Entertainment Ltd, at its sole discretion, believes you have violated or tried to violate the rights of others
- C Music Entertainment Ltd, at its sole discretion, believes you have failed to provide or maintain valid, accurate, current and complete Registration Data or other information
- C Music Entertainment Ltd, at its sole discretion, believes you have disclosed your Service password or other information to any third party, or used your account to enable access to the Service for anyone other than yourself
- C Music Entertainment Ltd, at its sole discretion, believes you have acted inconsistently with the spirit or letter of the Terms
- C Music Entertainment Ltd, at its sole discretion, believes your safety, or the safety of other users of the Service or the general public, is in jeopardy.

C Music Entertainment Ltd may exercise its remedies immediately upon occurrence of the events listed above, without prior notice to you and without refund or compensation to you. C Music Entertainment Ltd shall have the right to terminate your account and refuse current or future use of the Service by you for any reason other than those set forth above or no reason, provided C Music Entertainment Ltd refunds to you (a) for the subscription period of each affected Service that has not yet commenced, the Service subscription fee you have pre-paid to C Music Entertainment Ltd and (b) for subscription periods of each affected Service that is longer than one month and has already commenced, the prorated amount of the applicable pre-paid subscription fee attributable to the then-current month and the remainder of the subscription period. Except as expressly set forth above, C Music TV's actions in exercising its rights hereunder shall not relieve you from your obligations under the Terms.

10. MODIFICATIONS TO AND ASSIGNMENT OF SERVICE: The Service is offered at the sole discretion of C Music TV. C Music Entertainment Ltd reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice in its sole discretion. You agree that C Music Entertainment Ltd shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service or any part thereof. C Music Entertainment has the right to assign the entire Service including the contractual relationship with you to a wholly owned subsidiary and you already agree to such potential assignment.

11. MEMBER ACCOUNT, PASSWORD AND SECURITY: You will receive a password and/or personal identification number (PIN) upon completing the Service's registration process and account set up. You are responsible for maintaining the confidentiality of the password and/or PIN, and are fully responsible for all activities on your account that occur under your password and/or PIN. You agree to (a) immediately notify C Music Entertainment Ltd of any unauthorized use of your password, PIN or account or any other breach of security, and (b) ensure that you log out of your account at the end of each session. To the maximum extent permitted by law, C Music Entertainment Ltd will not be liable for any loss or damage arising from your failure to comply with this section.

12. MEMBER CONDUCT: You agree that you will not: (a) interfere with or disrupt the Service, any servers or networks connected to the Service or C Music TV's websites, (b) disobey any requirements, procedures, policies or regulations of networks connected to the Service, (c) violate any applicable local, state, national or international law or regulations, (d) use the Service or C Music Entertainment Ltd's websites in a manner that infringes another party's intellectual property rights, or that violates another party's privacy rights or rights of publicity; (e) introduce viruses, Trojan horses, worms or other harmful computer programming routines into the Service or C Music Entertainment Ltd's websites; (f) use any robot, spider, other automatic device or process to monitor or copy any portion of the Service or C Music Entertainment Ltd's websites; or (g) probe, scan or test the vulnerability of the Service or C Music Entertainment Ltd's websites, or breach the security or authentication measures thereof.

13. SPECIAL ADMONITIONS FOR INTERNATIONAL USE: You agree to comply with restrictions not to export or re-export any materials made available by C Music Entertainment Ltd to countries or persons prohibited under German export control laws. By accessing the Service, you are agreeing that you are not in a country where such export is prohibited or are a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export or re-export of any material.

14. DISCLAIMERS - you expressly understand and agree that your use of the service is at your sole risk and that the service are provided on an "as is" and "as available" basis. c music entertainment ltd expressly disclaims all warranties, terms and conditions of any kind, whether express, implied or statutory, including, but not limited to any implied terms as to satisfactory quality, merchantability, fitness for a particular purpose and non infringement. c music entertainment ltd makes no warranty that (i) the service will meet your requirements, (ii) the service will be uninterrupted, timely, secure, or error free, (iii) the service or the results that may be obtained from the use of the service will be accurate, reliable, complete or timely (iv) the quality of any products, service, information, or other material purchased or obtained by you through the service

(s) will meet your expectations, and (v) any errors in any software or content will be corrected. any content accessed or otherwise obtained through the use of the service (s) is done at your own discretion and risk, and, without prejudice to section 16 below, you will be solely responsible for any damage to your computer system or loss of data that results from the access. unauthorized download, viewing or use of any such content. no advice or information, whether oral or written, obtained by you from c music entertainment ltd or through or from the service shall create any warranty not expressly stated in the terms.

15. **LIMITATIONS OF LIABILITY** - you expressly understand and agree that C Music Entertainment Ltd shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, any loss of actual or anticipated profits (including loss of profit on contracts), revenue, business, opportunity, anticipated savings, use of money, goodwill, reputation, use, data or any other intangible losses (even if c music entertainment ltd has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and service resulting from any goods, data, information or service purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on or through the service; (v) any violation of these terms or (vi) any other matter relating to the service. without limiting the foregoing, c music tv's aggregate liability under these terms shall in no event exceed 100% of the aggregate amounts paid or payable by you to c music entertainment ltd under these terms.

16. **EXCLUSIONS AND LIMITATIONS** - some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. accordingly, some of the above limitations of sections 15 and 16 may not apply to you.

17. **INDEMNITY**: You agree to indemnify, defend and hold C Music Entertainment Ltd, and its subsidiaries, affiliates, officers, agents, co branders or other partners, and employees, harmless from any claims, actions demands, damages or losses (including reasonable costs, legal fees and expert costs) incurred in connection with any third party claim arising out of your use of the Service, your connection to the Service, your violation of the Terms, or your violation of any rights of another.

18. **COMPLAINTS AND INVESTIGATIONS**: In order to ensure that C Music Entertainment Ltd provides a high-quality and law-abiding service, C Music Entertainment Ltd reserves the right to access your account and information to investigate complaints or allegations of abuse against you. C Music Entertainment Ltd does not have an obligation to inform you of any complaints against you or the commencement or results of any investigation. C Music Entertainment Ltd has no obligation to investigate any complaint made by you or against you. C Music Entertainment Ltd reserves the right, but has no obligation, to take any action C Music Entertainment Ltd deems appropriate following an investigation, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any relevant information, including without limitation your contact information, usage history, posted materials, IP addresses and traffic information.

In the event you believe your copyrighted Content is being infringed through the Service, you agree to provide C Music Entertainment Ltd with notice of such infringement. More specifically, you agree that you will provide C Music TV's legal team, whose email address is legal@cmusictv.com, the written information provided below. The contact address is Legal Team, C Music Entertainment Ltd, Amereller, Lenbachplatz 4, 80333 Munich, Germany. You acknowledge this procedure is exclusively for notifying C Music Entertainment Ltd that you believe your copyrighted material has been infringed.

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

19. **NOTICE**: Notices to you may be made via either email or postal mail, using the then-current address information you have provided to C Music Entertainment Ltd as part of the Registration Data, as updated by you. The Service or C Music TV's system may also provide notices of changes to the Terms or other matters by displaying notices or links to notices to you generally on or in connection with the Service.

20. **TRADEMARK INFORMATION**: The "C Music TV" trademark and all other logos, trademarks, service marks and product and service names associated with C Music TV and/or C Music Entertainment Ltd and/or the Service (the "C Music Entertainment Ltd Marks") are owned by C Music Entertainment Ltd or its affiliates. You agree not to display or use in any manner the C Music Entertainment Ltd Marks without prior permission from C Music Entertainment Ltd .

21. **AMENDMENT OF TERMS**: C Music Entertainment Ltd may amend these Terms at any time by posting the amended Terms on the Sites, and such amended terms and conditions will automatically be effective immediately upon being posted. The Terms may not otherwise be amended except in writing signed by you and C Music Entertainment Ltd. If you do not agree to the amended terms and conditions, your sole option is to cease all use of the Service. Any use of the Service after the amended Terms become effective will be deemed an express acceptance by you of the amended Terms.

22. **GENERAL INFORMATION**: Except for the written terms of any transaction conveyed to you by C Music Entertainment Ltd via other means (e.g., a web page and check-out function specifying Service pricing and Service-specific terms and conditions) these Terms constitute the entire agreement between you and C Music Entertainment Ltd with respect to the Service and govern your use of the Service, superseding any prior agreements between you and C Music Entertainment Ltd with respect to the Service. You may also be subject to additional terms and conditions that may apply when you use affiliate Services, third party content or third party software. The construction and validity of the Terms and the relationship between you and C Music Entertainment Ltd shall be governed by the law of Germany, without respect to its conflicts of laws principles. You and C Music Entertainment Ltd agree to submit to the personal and exclusive jurisdiction of the courts Munich, Germany, save that nothing in this Section shall limit the right of C Music Entertainment Ltd to take proceedings against you in any other court of competent jurisdiction, nor should the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings by C Music Entertainment Ltd in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction. The failure of C Music Entertainment Ltd to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms are for convenience only and have no legal or contractual effect.

23. VIOLATIONS: Please report any violations of the Terms to us on our contact page.