

DEMANDENTERTAINMENT.NET - RULES

Welcome to Demandentertainment.net ("Demand Entertainment"), owned, produced and operated by Demand Entertainment LLC ("Demand Entertainment LLC"). Demandentertainment.net is an entertainment based content and information, networking, and business website that provides a services to anyone in the entertainment industry to post information regarding themselves as well as musical content owned and/or created by them. Unless explicitly stated otherwise, any current, updated and new products and services ("Products and Services"), including the addition of new properties shall be subject to these General Terms and Conditions of Use ("Terms and Conditions").

In addition, there are a variety of special products and services offered through Demand Entertainment that have separate registration procedures and separate terms and conditions, terms of service, user agreements, or similar legal agreement. When you are using any service or product of Demand Entertainment that does not have a separate legal agreement, the Terms and Conditions set forth here will apply. Demand Entertainment LLC and/or the Demand Companies also may supplement the Terms and Conditions with posted guidelines or rules applicable to specific areas of Demand Entertainment. In addition, Demand Entertainment LLC and/or the Demand Companies also may offer other services from time to time that are governed by the terms of service of the respective service partners. Demand Entertainment LLC reserves the right to amend these Terms and Conditions at any time.

By using Demand Entertainment you agree to be bound by these Terms and Conditions, whether or not you register. Because the Terms and Conditions contain legal obligations, please read them carefully.

The Terms and Conditions contain a variety of provisions that are generally applicable to the Products and Services and some provisions that apply to particular Products and Services. You should understand that you will be bound by the entire Terms and Conditions.

1. Acceptance
2. Conditions and Restrictions on Use
3. Registration & Privacy
4. Responsibility for Minors
5. Listener and User Conduct
6. Limited License to Content
7. Third Party Merchandise Sales
8. Pure Player
9. Profiles
10. Disclaimer of Warranties
11. Limitation of Liability
12. Disclaimer Regarding Third Party Content
13. Storage
14. Advertisers and Content Linked to the Demand Entertainment Network
15. No License; Intellectual Property of Demand Entertainment and Others
16. Linking to Demand Entertainment; Use of Logo
17. Indemnity and Release
18. Limitation of Actions
19. Copyright, Trademark and Patent Notices
20. Intellectual Property Infringement Claims
21. Arbitration, Governing Law and Forum for Disputes
22. Changes in Terms and Conditions and Changes in Products and Services
23. Merger
24. Non-Waiver and Separability
25. Relationship of Parties
26. No Resale, Assignment or Sub-Licensing
27. Successors and Assigns
28. Termination; Survival
29. Communications with Users
30. Submission of Ideas
31. Export Controls
32. Violations and Terms and Conditions

1. ACCEPTANCE

By using the Products and Services, you agree, without limitation or qualification, to be bound by, and to comply with, these Terms and Conditions and any other posted guidelines or rules applicable to Demand Entertainment or any Product or Service. All such guidelines and rules are hereby incorporated by reference into the Terms and Conditions.

2. CONDITIONS AND RESTRICTIONS ON USE

Use of the Products and Services is subject to compliance with these Terms and Conditions. You shall be authorized to use the Products and Services for personal, non-commercial use only. You acknowledge and agree that Demand Entertainment LLC may terminate your access to the Demand Entertainment or to any of the Products and Services should you fail to comply with the Terms and Conditions or any other guidelines and rules published by Demand Entertainment LLC. Any such termination shall be in Demand Entertainment LLC's sole discretion and may occur without prior notice, or any notice. Demand Entertainment LLC further reserves the right to terminate any user's access to Demand Entertainment or to any of the Products and Services for any conduct that Demand Entertainment LLC, in its sole discretion, believes is or may be directly or indirectly harmful to other users, to Demand Entertainment LLC, or its subsidiaries, affiliates, or business contractors, or to other third parties, or for any conduct that violates any local, state, federal, or foreign laws or regulations. Demand Entertainment LLC further reserves the right to terminate any user's access to Demand Entertainment or to any of the Products and Services for any reason or for no reason at all, in Demand Entertainment LLC's sole discretion, without prior notice, or any notice.

In order to use the Products and Services, users must have access to the World Wide Web and must navigate the Internet to <http://www.demandentertainment.net>. Where there is mature or adult content on Demand Entertainment, individuals who are less than 18 years of age or are not permitted to access such content under the laws of any applicable jurisdiction may not access such content. There are also other (mainly commerce-related) areas of Demand Entertainment not open to persons under 18 years of age. With respect to general audience content, if Demand Entertainment LLC learns that anyone under the age of 13 has accessed the Products and Services, Demand Entertainment LLC will require verified parental consent, in accordance with the Children's Online Privacy Protection Act of 1998 ("COPPA"). Certain areas of Demand Entertainment, however, may not be available to children under 13 under any circumstances.

Demand Entertainment LLC does not discriminate on the basis of age, gender, race, ethnicity, nationality, religion, sexual orientation, or any other protected status.

3. REGISTRATION AND PRIVACY

Some of the Products and Services will require the user to register and provide certain data. In consideration of use of such Products and Services, in registering and providing such data, you represent and warrant that: (a) the information about yourself is true, accurate, current, and complete (apart from optional items) as required by various Demand Entertainment LLC. registration forms ("Registration Data") and (b) you will 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 Demand Entertainment LLC. has a reasonable ground to suspect that such information is untrue, inaccurate, not current or incomplete, Demand Entertainment LLC. has the right to suspend or terminate your account and refuse any and all current or future use of the Products and Services.

All Demand Entertainment LLC. registrations become the exclusive property of Demand Entertainment LLC. and the Demand Companies. Demand Entertainment LLC. reserves the right to use and reuse all registration and other personally identifiable user information subject to Demand Entertainment LLC.'s standard privacy policies. Users may edit, update, alter or obscure their personally identifiable information at any time by following the instructions located in Demand Entertainment LLC.'s Privacy Policy and on Demand Entertainment.

RESPONSIBILITY FOR MINORS

In cases where you have authorized a minor to use the Products and Services, you recognize that you are fully responsible for: (i) the online conduct of such minor; (ii) controlling the minor's access to and use of the Products and Services; and (iii) the consequences of any misuse by the minor. YOU ACKNOWLEDGE THAT SOME AREAS OF DEMAND ENTERTAINMENT MAY CONTAIN MATERIAL THAT IS INAPPROPRIATE FOR MINORS.

5. LISTENER AND USER CONDUCT

You acknowledge and agree that all information, code, data, text, software, music, sound, photographs, pictures, graphics, video, chat, messages, files, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Demand Entertainment LLC., are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Services. Demand Entertainment LLC. does not control the user or third party Content posted via the Products and Services, and, as such, does not guarantee the accuracy, integrity or quality of such user or third party Content. You acknowledge and agree that by using the Products and Services, you may be exposed to Content that may be deemed offensive, indecent or objectionable. Nevertheless, you agree to use Demand Entertainment at your sole risk. Under no circumstances will Demand Entertainment LLC. be liable in any way for any user or third party Content, including, but not limited to, for any errors or omissions in any such Content, or for any loss or damage of any kind incurred as a result of the use of any such Content posted, emailed or otherwise transmitted via the Products and Services. As a general matter, Demand Entertainment LLC. does not pre-screen user or third party Content posted on Demand Entertainment, although Demand Entertainment LLC. reserves the right to do so. Demand Entertainment LLC. does not guarantee that any screening will be done to your satisfaction or that any screening will be done at all. Demand Entertainment LLC. reserves the right to monitor some, all, or no areas of the Products and Services for adherence to these Terms and Conditions or any other rules or guidelines posted by Demand Entertainment LLC.

The Products and Services may only be used for the intended purpose for which such Products and Services are being made available.

Prohibited Conduct

You agree that you will not use Demand Entertainment LLC.'s Products and Services to:

- a. Upload, post, email, otherwise transmit, or post links to any Content, or select any member or user name or email address, that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically or otherwise objectionable.
- b. Upload, post, email, otherwise transmit, or post links to any Content that promotes illegal activity, including without limitation the provision of instructions for illegal activity.
- c. Upload, post, email, otherwise transmit, or post links to any Content that exploits the images of children under 18 years of age, or that discloses personally identifying information belonging to children under 18 years of age.
- d. Harm minors in any other way.
- e. Make any sexual request on behalf of a minor or make any sexual request of a minor.
- f. "Stalk" or otherwise harass another.
- g. Collect or store personally identifying information about other users for commercial or unlawful purposes.
- h. Impersonate any person or entity, including, but not limited to, a Demand Entertainment LLC. or Demand Company official, employee, consultant, or otherwise, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- i. Employ misleading email addresses or falsify information in the header, footer, return path, or any part of any communication, including emails, transmitted through the Products and Services.
- j. Upload, post, email, otherwise transmit, or post links to any Content that you do not have a right to transmit under any law or regulation or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- k. Upload, post, email, or otherwise transmit, or post links to any Content that facilitates hacking.
- l. Upload, post, email, otherwise transmit, or post links to any Content that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights ("Rights") of any party, or contributing to inducing or facilitating such infringement. This prohibition shall include, without limitation, the following forms of software piracy:
 - i. Making available copyrighted software or other Content that has had the copyright protection removed.
 - ii. Making available serial numbers for software that can be used to illegally validate or register software.
 - iii. Making available tools that can be used for no purpose other than for "cracking" software or other copyrighted Content.
 - iv. Making available any software files for which the user does not own the copyright or have the legal right to make available.
- m. Upload, post, email, otherwise transmit, or post links to any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose.
- n. Upload, post, email, otherwise transmit, or post links to any material that contains software viruses, worms, Trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the Products and Services or Demand Entertainment.
- o. Use automated means, including additional computers, software and scripts, to enhance play in Demand Entertainment LLC. promotions, increase the number of plays of songs of any particular artist on Demand Entertainment or increase traffic to the Demand Entertainment artist site of any particular artist.
- p. Use automated means, including spiders, robots, crawlers, or the like to download data from any Demand Entertainment LLC. Network database.
- q. Conduct your own contests and promotions.
- r. Upload, post, email, otherwise transmit, or post links to any Content regarding any raffle, contest or game requiring a fee by participants.
- s. Modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, link, display or in any way exploit any Content from any Demand Entertainment LLC. database, including, without limitation, by incorporating data from any Demand Entertainment LLC. database into any e-mail or "white pages" products or serviced, whether browser-based, based on proprietary client-site applications, web-based, or otherwise.
- t. Sell, distribute, or make any commercial use of data obtained from any Demand Entertainment LLC. database or make any other use of data from any Demand Entertainment LLC. database in a manner which could be expected to offend the person for whom the data is relevant.
- u. Create and maintain a Demand Entertainment artist site that (i) redirects to another web page or (ii) stores or hosts content for remote loading by other web pages. For example, you cannot create a Demand Entertainment artist site, post pictures to the Demand Entertainment artist site, and have other web pages call the Demand Entertainment artist site to retrieve those pictures.
- v. Create and maintain a Demand Entertainment artist site that contains hyperlinks to content not permitted on Demand Entertainment.
- w. Disrupt the normal flow of dialogue in a chat room, because a screen to "scroll" faster than other users of the Products and Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.
- x. Interfere with or disrupt the Products and Services or servers or networks connected to the Products and Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Products and Services.
- y. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.
- z. Upload, post, email, otherwise transmit, or post links to any material that is false, misleading, or designed to manipulate any equity, security, or other market.

- aa. Disobey any Demand Entertainment LLC. or Demand Company employee or representative or interfere with any action by any Demand Entertainment LLC. or Demand Company employee or representative to redress any violation of these Terms and Conditions.
- bb. Access the Products and Services after your account or access has been terminated by Demand Entertainment LLC.
- cc. Fail to complete any transaction after submitting an order to purchase any goods or services from individual Artist sites, subject to the individual Artist site's terms and conditions governing such transactions.
- dd. Submit any order to purchase goods or services from individual Artist sites where you do not intend to complete the transaction.
- ee. Purchase any goods or services that you are prohibited from purchasing or possessing by any law applicable to you in your jurisdiction. The responsibility for ensuring compliance with all such laws shall be the user's alone. By submitting an order to purchase goods or services, you represent and warrant that you have the legal right to purchase such goods or services.
- ff. Use any software deployed in connection with the Products and Services to process data as a service to other entities without the express written consent of Demand Entertainment LLC. or the party from whom such software may be licensed.
- gg. Decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from, or sublicense any software deployed in connection with the Products and Services.
- hh. Upload, post, email, otherwise transmit, or post links to any material, or act in any manner that is offensive to Demand Entertainment community or the spirit of these Terms and Conditions.
- ii. Advertise, offer for sale, or sell any of the following items:
 - i. Any firearms, explosives, or weapons.
 - ii. Any food that is not packaged or does not comply with all laws governing the sale of food to consumers by commercial merchants.
 - iii. Any alcoholic beverages.
 - iv. Any tobacco products for human consumption, including, without limitation, cigarettes and cigars.
 - v. Any items that are indecent or obscene, that are hateful or racially, sexually, ethnically or otherwise objectionable, that contain child pornography, that are otherwise pornographic in nature, or are harmful to minors.
 - vi. Any controlled substances or pharmaceuticals.
 - vii. Any counterfeit or stolen items.
 - viii. Any dangerous items.
 - ix. Any goods or services that do not, in fact, exist.
 - x. Any registered or unregistered securities.
 - xi. Any items that violate or infringe the rights of other parties.
 - xii. Any items that you do not have the legal right to sell.
 - xiii. Any items where paying Demand Entertainment LLC. any of the required transactional or listing fees would cause Demand Entertainment LLC. or the Demand Companies to violate any law.

You acknowledge and agree that Demand Entertainment LLC. and its designees shall have the right (but not the obligation), in their sole discretion, to refuse to publish, remove, or block access to any Content that is available via the Products and Services at any time, for any reason, or for no reason at all, with or without notice. Without limitation Demand Entertainment LLC. and its designees shall have the right (but not the obligation), in their sole discretion, to refuse to publish, remove, or block access to any Content that violates the Terms and Conditions or is otherwise objectionable as determined by Demand Entertainment LLC., in its sole discretion. Demand Entertainment LLC. may also terminate access to, or membership in, Demand Entertainment, or any portion thereof, for violating these Terms and Conditions. You acknowledge and agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by or obtained through the use of Demand Entertainment, including without limitation, information posted on message boards.

You expressly acknowledge and agree that Demand Entertainment LLC. may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms and Conditions; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Demand Entertainment LLC., its users and the public. You acknowledge and agree that the technical processing and transmission of the Products and Services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You further acknowledge and agree that other data collected and maintained by Demand Entertainment LLC. with regard to its users may be disclosed in accordance with Demand Entertainment LLC's Privacy Policy.

Demand Entertainment LLC. also may suspend or terminate any user account for any Product or Service because of user inactivity. What is considered "user inactivity" varies depending on the Product or Service. If one of your accounts is suspended or terminated for inactivity, your right to use such Product or Service immediately ceases.

6. LIMITED LICENSE TO CONTENT

Demand Entertainment LLC. claims no ownership interest in any of the Content (including, without limitation, master recordings, artwork and photographs) posted by you on Demand Entertainment, and the copyright to all such Content shall remain with its original owner.

By posting Content on Demand Entertainment, you warrant and represent that you own the Content posted by you or otherwise have the right to grant the license set forth in this section, and that such Content does not violate the rights of any third party. You agree to pay all royalties and fees owing to any person by reason of any Content you post on Demand Entertainment.

In order to make it possible for Demand Entertainment LLC. to provide the Products and Services, you hereby grant Demand Entertainment LLC. a limited, non-exclusive, worldwide, royalty-free license to use, reproduce, modify (for example, re-sizing of photos and/or encoding of audio or video files), transmit, publicly display, publicly perform and distribute any Content posted by you on or through Demand Entertainment, to publish and promote such Content in connection with the particular Products and Services, to publish and promote such Content on any other Demand Entertainment LLC. website through links to Demand Entertainment, and to sublicense such rights solely as necessary to provide the Products and Services. The license shall terminate at such time as you remove your Content from Demand Entertainment.

7. THIRD PARTY MERCHANDISE SALES

Demand Entertainment may contain links to third party websites where Users can purchase goods or services from third party merchants ("Merchants"). By submitting an order to purchase any goods or services from Merchants, Users are obligated to complete such transactions, subject to the individual Merchant's terms and conditions governing such transactions. Users are prohibited from submitting orders to purchase goods or services where they do not intend to complete such transactions.

By submitting an order to purchase goods or services from an individual Merchant, you acknowledge that you are entering into a transaction with that Merchant, and that Demand Entertainment, Demand Entertainment LLC. and the Demand Companies are not parties to the transaction.

Users are obligated to submit information that is true, accurate, current, and complete. By accepting these Terms and Conditions, you represent and warrant that all such information submitted by you is true, accurate, current, and complete. Users are also required to maintain and update all such information in order to ensure that it remains true, accurate, current, and complete. Each time you update such information, you represent and warrant that such information is true, accurate, current, and complete.

Users may not purchase goods or services that they are prohibited from purchasing or possessing by any law applicable to them in their jurisdictions. The responsibility for ensuring compliance with all applicable laws shall be the User's alone. By submitting an order to purchase goods or services, you represent and warrant that you have the legal right to purchase and possess such goods or services.

Demand Entertainment LLC. has no partnership, joint venture, employer-employee, or franchisor-franchisee relationship with any Merchant accessible through Demand Entertainment. Demand Entertainment LLC. cannot confirm that any particular Merchant is who that Merchant claims to be. Nor can Demand Entertainment LLC. confirm the truth or accuracy of any statements made by Merchants or control whether Merchants who post statements on Demand Entertainment will act in accordance with those statements. Demand Entertainment LLC. will not get involved in any dispute between Users of the Service and Merchants who post links on Demand Entertainment. The ability to include links is provided only as a convenience, and the inclusion of any link by an Artist or User does not imply affiliation, endorsement, or adoption by Demand Entertainment LLC. of the linked site or any information contained therein.

8. DEMAND PLAYER

The Demand Player and any software contained therein is made available to you free of charge subject to the terms and conditions of this license. You may load the Demand Player into the temporary storage of your computer each time you use it for the sole purpose of engaging in that use, provided that you do so in accordance with these Terms and Conditions, and such use does not violate Demand Entertainment LLC.'s intellectual property rights. You agree not to attempt to, or assist another person to attempt to, circumvent, tamper with, modify, disassemble, decompile, reverse engineer, derive the source code of, or create derivative works from, the Pure Player Software, and you may not copy, distribute, publicly display, or publicly perform the Pure Player Software except as expressly authorized by these Terms and Conditions. You agree not to modify the Pure Player Software in any manner or form, or to use modified versions of the Pure Player Software, for any purposes. You may not use the Pure Player Software to engage in or allow others to engage in any illegal activity. You may not claim any sponsorship by, endorsement by, or affiliation with Demand Entertainment LLC.

By uploading any skins or plug-ins to the Demand Player, you grant to Demand Entertainment LLC. and to users of the Demand Entertainment web site the perpetual, world-wide, royalty free license to copy, distribute, publicly display, publicly perform, and create derivative works from such skins or plug-ins. You represent and warrant that all such skins or plug-ins are original works, created by you, which do not infringe any third party intellectual property, proprietary, or other rights.

AS WITH OTHER PRODUCTS AND SERVICES, THE PURE PLAYER SOFTWARE IS SUBJECT TO THE CAPITALIZED LANGUAGE BELOW REGARDING DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY.

Demand Entertainment LLC. makes available through Demand Entertainment certain music files solely for your personal use. All such music files are subject to copyright and/or other intellectual property protections afforded to the owners of such works. PLEASE BE ADVISED THAT THE UNAUTHORIZED REPRODUCTION, DISTRIBUTION, PUBLIC DISPLAY, PUBLIC PERFORMANCE, OR CREATION OF DERIVATIVE WORKS FROM SUCH WORKS IS STRICTLY PROHIBITED

Please read the entire Terms and Conditions as all Demand Entertainment LLC. properties, Products and Services are subject to these Terms and Conditions.

9. PROFILES

Users can post content to their profile ("Profile") subject to the following limitations: (a) Demand Entertainment LLC. may limit the amount of bandwidth dedicated to any account; and (b) Demand Entertainment LLC. reserves the right to display advertising on Profile pages. Please consult the Demand Entertainment Privacy Policy for special terms as they relate to Profiles. Profiles are governed by the entire Terms and Conditions, including, without limitation, Section 5 (Listener and User Conduct), and you are encouraged to review these terms carefully. Under no circumstances may Profiles be used to infringe the copyright or any other right of any person or entity. Demand Entertainment LLC. reserves the right to modify or discontinue the Profiles service at any time, and you are encouraged to maintain back-up copies of the content you post on your Profile. The Profile service may only be used by people who are at least 13 years old.

By registering on Demand Entertainment, you represent and warrant that all registration information you submit is truthful and accurate and that you will maintain the accuracy of such information. You further represent and warrant that you are 13 years of age or older and that your use of the Demand Entertainment will not violate any applicable law. Your membership is for your sole, personal use, and you will not authorize others to use your account, including your Profile. You are solely responsible for all Content published or displayed through your account, and for your interactions with other Users.

Please choose carefully the information you post on your Profile and that you provide to other members. Your Profile may not include the following items: telephone numbers, street addresses, last names, URLs or email addresses, and any photographs posted by you may not contain nudity or any personal information. Please read Section 5 above, Listener and User Conduct, for additional terms and conditions regarding your use of Demand Entertainment.

The information provided by other users in their Profiles may contain inaccurate, inappropriate or offensive material, products or services for which Demand Entertainment LLC. assumes no responsibility or liability.

Demand Entertainment LLC. reserves the right, in its sole discretion, to reject, refuse to post or remove any Content posted by you, or to restrict, suspend, or terminate your access to all or any part of the Demand Entertainment LLC. Network, including Demand Entertainment, at any time, for any or no reason, with or without prior notice, and without liability.

10. DISCLAIMER OF WARRANTIES

THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, Demand Entertainment LLC. DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE PRODUCTS AND SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, Demand Entertainment LLC. DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE PRODUCTS AND SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE PRODUCTS AND SERVICES, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH THE PRODUCTS AND SERVICES OR THROUGH ANY LINKS PROVIDED IN THE PRODUCTS AND SERVICES. Demand Entertainment LLC. SIMILARLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE PRODUCTS AND SERVICES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT Demand Entertainment LLC. DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, LEGALITY, RELIABILITY, OR OPERABILITY OR AVAILABILITY OF INFORMATION OR MATERIAL IN THE PRODUCTS AND SERVICES. Demand Entertainment LLC. DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL. Demand Entertainment LLC. DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE PRODUCTS AND SERVICES, INCLUDING, WITHOUT LIMITATION, FOR HARM CAUSED BY VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. Demand Entertainment LLC. MAKES NO WARRANTY REGARDING THE RELIABILITY OR ACCESSIBILITY OF MEMBER WEB PAGES OR ANY STORAGE FACILITIES OFFERED BY Demand Entertainment LLC.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCTS AND SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS IN THE DOWNLOAD OF SUCH MATERIAL.

Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

11. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL Demand Entertainment LLC. OR ITS LICENSORS BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF AND RELIANCE ON THE PRODUCTS AND SERVICES. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES (EVEN IF Demand Entertainment LLC. OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE PRODUCTS AND SERVICES, FROM INABILITY TO USE THE PRODUCTS AND SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE PRODUCTS AND SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES).

SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE PRODUCTS AND SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE PRODUCTS AND SERVICES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE PRODUCTS AND SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE PRODUCTS AND SERVICES. SUCH LIMITATION SHALL APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE PRODUCTS AND SERVICES OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, DEMAND ENTERTAINMENT. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SUCH LIMITATION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

SUCH LIMITATION OF LIABILITY SHALL ALSO APPLY TO ANY DAMAGE CAUSED BY LOSS OF ACCESS TO, DELETION OF, FAILURE TO STORE, FAILURE TO BACK UP, OR ALTERATION OF PROFILES, ARTIST PAGES OR OTHER CONTENT STORED THROUGHOUT DEMAND ENTERTAINMENT.

UNDER NO CIRCUMSTANCES SHALL Demand Entertainment LLC. OR ITS LICENSORS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING.

In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, the foregoing limitation may not apply to you.

12. DISCLAIMER REGARDING THIRD PARTY CONTENT

Demand Entertainment offers access to numerous third party web pages and content available over the Internet. In overwhelming majority instances, including, but not limited to, sites contained within a directory of links, Demand Entertainment LLC. has no control whatsoever over the content of such sites. In other instances, including, but not limited to, web pages hosted on Demand Entertainment or provided to Demand Entertainment by third parties, Demand Entertainment LLC. may set guidelines for what may appear on such web pages and may engage in certain screening, but generally exercises no control over the content of such web pages and is unable to police all such content. Third party content accessible through Demand Entertainment from such sources is developed by people over whom Demand Entertainment exercises no control. Similarly, content hosted by Demand Entertainment which is posted by third parties, and, with the exception of certain random screening functions, Demand Entertainment LLC. cannot and does not screen such web pages before they are made accessible to other users of Demand Entertainment. Accordingly, neither Demand Entertainment LLC. nor its licensors assume any responsibility for the content of any site linked to the Demand Entertainment web site or in any web page hosted for a third party within Demand Entertainment web site. In instances where Demand Entertainment does review the sites that are displayed in directories, indices, and/or references, or where Demand Entertainment makes available directories, indices, and/or references of sites compiled by third parties, the content located at such sites was developed third parties, and review of such sites by Demand Entertainment LLC., if any, is narrowly limited to that which is necessary for compiling the particular set of links.

13. STORAGE

Many features of Demand Entertainment store information on behalf of Listeners. Examples include, but are not limited to chat, Profiles and postings. Demand Entertainment LLC. reserves the right, in its sole discretion, to limit the amount of storage space available per user or to delete materials stored for an excessive period while the Listener's account has been inactive.

14. ADVERTISERS AND CONTENT LINKED TO THE DEMAND ENTERTAINMENT NETWORK

Demand Entertainment LLC. and the Demand Companies may provide, or third parties may provide, links to other sites or resources located on the World Wide Web by allowing a user to leave Demand Entertainment to access third-party material or by bringing the third party material into this site via "inverse" hyperlinks and framing technology. Demand Entertainment LLC. and the Demand Companies have no control over such sites and resources. You acknowledge and agree that Demand Entertainment LLC. and the Demand Companies are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Demand Entertainment LLC. and the Demand Companies shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Demand Entertainment Products and Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Demand Entertainment LLC. and the Demand Companies shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Product and Services.

15. NO LICENSE; INTELLECTUAL PROPERTY OF DEMAND ENTERTAINMENT AND OTHERS

Except as expressly provided, nothing within any of the Products and Services shall be construed as conferring any license under any of Demand Entertainment LLC.'s or any third party's intellectual property rights, whether by estoppels, implication, waiver, or otherwise. Without limiting the generality of the foregoing, you acknowledge and agree that certain Content available through and used to operate Demand Entertainment and the Products and Services is protected by copyright, trademark, patent, or other proprietary rights of Demand Entertainment LLC. and its affiliates, licensors (including, without limitation, Artists), and service providers. Except as expressly provided to the contrary, you agree not to modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available by Demand Entertainment LLC. in connection with the Products and Services. You agree not to hold yourself out as in any way sponsored by, affiliated with, or endorsed by Demand Entertainment LLC., any of Demand Entertainment LLC.'s affiliates, or any of Demand Entertainment LLC.'s service providers. You agree not to use any of the trademarks or service marks or other Content accessible through Demand Entertainment for any purpose other than the purpose for which such Content is made available to users by Demand Entertainment LLC. You agree not to defame or disparage Demand Entertainment LLC. and the Demand Companies, the trademarks or service marks of Demand Entertainment LLC., or any aspect of the Products and Services. You agree not to adapt, translate, modify, decompile, disassemble, or reverse engineer the Products and Services or any software or programs used in connection with the Products and Services or Demand Entertainment.

16. LINKING TO DEMAND ENTERTAINMENT; USE OF LOGO

Demand Entertainment offers a non-assignable, non-transferable, and non-exclusive license to link to Demand Entertainment web sites, using Demand Entertainment logos, subject to the following provisions. Demand Entertainment logos may be placed on a Web site for the sole purpose of creating a link to Demand Entertainment and allowing users of your site to access the Products and Services on Demand Entertainment. Demand Entertainment logos and may not be used for any other purpose, including, among other purposes, to suggest sponsorship by, or affiliation with, or endorsement by Demand Entertainment. Demand Entertainment logos may only be used in accordance with the Demand Entertainment LLC. Trademark Usage Guidelines and if more information is needed please e-mail information@demandentertainment.net and may only be used in the exact size, shape, colors, design, and configuration as found on such web page. Demand Entertainment logos may not be altered in any manner. Demand Entertainment logos must appear by themselves, with reasonable spacing (at least the height of the logo) between each side of the applicable logo and

other graphic or textual elements. Demand Entertainment logos may not be used to disparage Demand Entertainment, its products or services, or in a manner which, in Demand Entertainment LLC.'s reasonable judgment, may diminish or otherwise damage Demand Entertainment LLC.'s good will in Demand Entertainment logos. By using any such Demand Entertainment LLC. Network logo, you acknowledge that Demand Entertainment has exclusive rights to the logo, and that all good will generated through your use of the logo will inure to the benefit of Demand Entertainment. If you use Demand Entertainment logos, you must include appropriate attribution, for example: "Demand Entertainment® is a registered trademark of Demand Entertainment LLC., Inc." Demand Entertainment LLC. reserves the right to revoke this license or to alter its terms from time to time, for any or no reason, with or without notice. Demand Entertainment LLC. reserves the right to take action against any use that does not conform to these provisions.

17. INDEMNITY AND RELEASE

By using the Demand Entertainment web site you agree to indemnify Demand Entertainment LLC., Inc., the Demand Companies, and their officers, employees, and licensors, and hold them harmless from any and all claims and expenses, including attorney's fees, arising from your use of the Demand Entertainment web site, your use of the Products and Services, or your submission of ideas and/or related materials to Demand Entertainment LLC. or from any person's use of any account or password you maintain with Demand Entertainment, regardless of whether such use is authorized by you. By using Demand Entertainment, using the Products and Services, or submitting any ideas and/or related materials to Demand Entertainment LLC., you are hereby agreeing to release Demand Entertainment LLC. and its parents, subsidiaries, affiliates, officers, employees, and licensors from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to such disputes and/or to the Products and Services or to any disputes regarding use of ideas and/or related materials submitted to Demand Entertainment LLC. YOU HEREBY AGREE TO WAIVE ALL LAWS THAT MAY LIMIT THE EFFICACY OF SUCH RELEASES. FOR EXAMPLE, YOU SPECIFICALLY AGREE TO WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IS KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

18. LIMITATION OF ACTIONS

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, or relating to, your use of Demand Entertainment or the Products and Services must be filed within one (1) year after such claim or cause of action arises, or forever be barred.

19. COPYRIGHT, TRADEMARK, AND PATENT NOTICES

All other marks that appear throughout the Products and Services belong to Demand Entertainment LLC., the Artists featured on Demand Entertainment, or the respective owners of such marks, and are protected by U.S. and international copyright and trademark laws. Any use of any of the marks appearing throughout the Products and Services without the express written consent of Demand Entertainment LLC. or the owner of the mark, as appropriate, is strictly prohibited. Demand Entertainment LLC. and the Demand Companies may provide, or third parties may provide, links to other sites or resources located on the World Wide Web by allowing a user to leave Demand Entertainment to access third-party material or by bringing the third party material into this site via "inverse" hyperlinks and framing technology. Demand Entertainment LLC. and the Demand Companies have no control over such sites and resources. You acknowledge and agree that Demand Entertainment LLC. and the Demand Companies are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Demand Entertainment LLC. and the Demand Companies shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Demand Entertainment Products and Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Demand Entertainment LLC. and the Demand Companies shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Product and Services.

20. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS

It is the policy of Demand Entertainment LLC. to respond expeditiously to claims of intellectual property infringement. Demand Entertainment LLC. will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, Demand Entertainment will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. Demand Entertainment will terminate access for Listeners or Artists who are repeat infringers. Notices of claimed infringement should be directed to:

General Council

Demand Entertainment LLC.
947 8th Street
Hermosa Beach, CA 99214
Telephone: 720-470-4172
E-mail: information@demandentertainment.net

Please put "Notice of Infringement" in the subject line of all such notifications. When Demand Entertainment LLC. removes or disables access to any material claimed to be infringing, Demand Entertainment LLC. may attempt to contact the user who has posted such material in order to give that user an opportunity to respond to the notification, although Demand Entertainment LLC. makes no promise to do so. Any and all counter notifications submitted by the user will be furnished to the complaining party. Demand Entertainment LLC. will give the complaining party an opportunity to seek judicial relief in accordance with the DMCA before Demand Entertainment LLC. replaces or restores access to any material as a result of any counter notification.

21. ARBITRATION, GOVERNING LAW AND FORUM FOR DISPUTES

Unless expressly stated to the contrary elsewhere within the Products and Services, all legal issues arising from or related to the use of the Products and Services shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the Commonwealth of Massachusetts applicable to contracts entered into and wholly to be performed within said state. Any controversy or claim arising out of or relating to these Terms and Conditions or any user's use of the Products and Services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Boston, Massachusetts, and judgment on the arbitration award may be entered into in any state or federal court in Massachusetts having jurisdiction thereof. Any party seeking temporary or preliminary injunctive relief may do so in any state or federal court in Massachusetts having jurisdiction thereof. Except as set forth above, the state and federal courts of Massachusetts shall be the exclusive forum and venue to resolve disputes arising out of or relating to these Terms and Conditions or any user's use of the Products and Services. By using the Products and Services and thereby agreeing to these Terms and Conditions, users consent to personal jurisdiction and venue in the state and federal courts in Massachusetts with respect to all such disputes.

22. CHANGES IN TERMS AND CONDITIONS AND CHANGES IN PRODUCTS AND SERVICES

Demand Entertainment reserves the right to modify the Products and Services from time to time, for any reason, and without notice, including the right to terminate the Products and Services. Demand Entertainment reserves the right to modify these Terms and Conditions from time to time, without notice. Please review these Terms and Conditions from time to time so you will be apprised of any changes.

23. MERGER

These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter contained herein and supersede any other agreements, proposals and communications, written or oral, between Demand Entertainment LLC.'s representations and you with respect to the subject matter hereof; except that any other terms and conditions located on any individual Demand Entertainment LLC. web site or in connection with the Products and Services are incorporated herein by reference to the extent they do not conflict with these Terms and Conditions. To the extent that any other terms and conditions or terms of service conflict with these Terms and Conditions, those other provisions shall control with respect to the use of the particular web site and any Products or Services available on or through the web site or the respective Product or Service at which those other provisions may be found.

24. NON-WAIVER AND SEPARABILITY

Demand Entertainment LLC.'s failure to exercise any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If a court of competent jurisdiction holds any provision of these Terms and Conditions 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 agree that the other provisions of these Terms and Conditions remain in full force and effect.

25. RELATIONSHIP OF PARTIES

You acknowledge and agree that you and Demand Entertainment LLC. are independent contractors under these Terms and Conditions, and nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party pursuant to these Terms and Conditions has authority to enter into agreements of any kind on behalf of the other and neither party shall be considered the agent of the other.

26. NO RESALE, ASSIGNMENT, OR SUBLICENSING

You agree not to resell, assign, sublicense, otherwise transfer, or delegate your rights or obligations under these Terms and Conditions without prior express written authorization of Demand Entertainment LLC.

27. SUCCESSORS AND ASSIGNS

Without in any way limiting the prohibition on your resale, assignment, sublicensing, or other transfer of rights or obligations, these Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

28. TERMINATION; SURVIVAL

These Terms and Conditions shall continue in effect for as long as you use the Products and Services, unless specifically terminated earlier by Demand Entertainment LLC. All provisions of these Terms and Conditions which impose obligations continuing in their nature shall survive termination of these Terms and Conditions.

29. COMMUNICATIONS WITH USERS

You consent to receive communications from Demand Entertainment LLC. concerning your use of the Products and Services ("Communications"). The Communications may be those that Demand Entertainment LLC. is required to send to you by law concerning the Products and Services ("Required Communications"). The Communications may also be those that Demand Entertainment LLC. sends to you for other reasons. You consent to receive Communications electronically. Demand Entertainment LLC. may provide these Communications to you by sending an email to the email address you provided in connection with your account or by posting the Communication on Demand Entertainment. You also consent to receive Communications by telephone or by postal mail sent to the postal address you provided in connection with your account. You may change the email or postal address to which Demand Entertainment LLC. sends Communications by visiting your account information page.

For a period of 120 days from the date that Demand Entertainment LLC. first provided a Required Communication to you in electronic form, you may request a paper copy of such Required Communication by sending a request to Demand Entertainment LLC. 13123 Birch Way Thornton, CO 80241 Attention: Customer Service (the "Customer Service Address"). Demand Entertainment LLC. may charge a reasonable fee for providing paper copies. You may, without payment of special fees, withdraw your consent to receive Required Communications electronically by sending a notice to the Customer Service Address that identifies your full name, user name and postal mailing address. However, if you withdraw such consent, then Demand Entertainment LLC. reserves the right to terminate your right to use the Products and Services, including, without limitation, by terminating your account and any subscription services that you may have.

In order to receive Required Communications, you must provide Demand Entertainment LLC., upon registration with Demand Entertainment, a valid email address to which Demand Entertainment LLC. may send electronic mail. Your computer must also have a modem or other means of Internet access, an Internet browser such as Internet Explorer version 5.x or above or Netscape Navigator version 6.x or above, email communications software capable of receiving and storing electronic mail, and a printer, if you wish, for printing electronic communications. Demand Entertainment LLC. will provide notice of any changes to these requirements.

30. SUBMISSIONS OF IDEAS

Demand Entertainment is always improving its Products and Services and developing new features. If you have ideas regarding improvements or additions to Demand Entertainment, we would like to hear them -- but any submission will be subject to these Terms and Conditions. UNDER NO CIRCUMSTANCES SHALL ANY

DISCLOSURE OF ANY IDEA OR RELATED MATERIALS TO DEMAND ENTERTAINMENT BE SUBJECT TO ANY OBLIGATION OF CONFIDENTIALITY OR EXPECTATION OF COMPENSATION. BY SUBMITTING THE IDEA AND/OR ANY RELATED MATERIAL TO Demand Entertainment LLC., YOU ARE WAIVING ANY AND ALL RIGHTS THAT YOU MAY HAVE IN THE IDEA OR ANY RELATED MATERIALS AND ARE REPRESENTING AND WARRANTING TO Demand Entertainment LLC. THAT THE IDEA AND/OR RELATED MATERIALS ARE WHOLLY ORIGINAL WITH YOU, THAT NO ONE ELSE HAS ANY RIGHTS IN THE IDEA AND/OR MATERIALS AND THAT DEMAND ENTERTAINMENT IS FREE TO IMPLEMENT THE IDEA AND TO USE THE MATERIALS IF IT SO DESIRES, AS PROVIDED OR AS MODIFIED BY Demand Entertainment LLC., WITHOUT OBTAINING PERMISSION OR LICENSE FROM ANY THIRD PARTY.

31. EXPORT CONTROLS

Certain software, and related documentation or technical information, available through Demand Entertainment is subject to applicable laws and regulations of the United States pertaining to export controls. By using such software or related documentation or technical information, you represent and warrant that you are not located in, or under the control of, or a national or resident of any embargoed country or any country on the U.S. Department of Commerce's Table of Denial Orders. You agree not to export or re-export such software or related documentation or technical information directly or indirectly to any countries that are subject to United States export restrictions.

32. VIOLATIONS OF TERMS AND CONDITIONS

Should you violate these Terms and Conditions or any other rights of Demand Entertainment LLC. and the Demand Companies, Demand Entertainment LLC. and the Demand Companies reserve the right to pursue any and all legal and equitable remedies against you, including, without limitation, terminating any and all user accounts on any and all of the Demand Entertainment LLC. web sites.

If you are aware of any violations of these Terms and Conditions, please report them to:

Demand Entertainment LLC. Claims
13123 Birch Way
Thornton, CO 80241

Please read the entire Terms and Conditions, as all Demand Entertainment LLC. properties, Products and Services are offered subject to these Terms and Conditions.

We hope your enjoyment of Demand Entertainment LLC.'s Products and Services will be enhanced by the application of these Terms and Conditions. It is our belief that your understanding of the guidelines we have set forth will allow the Demand Entertainment LLC. community to continue to be a place where each of us can prosper, grow, and enjoy ourselves within an open and non-threatening environment. Thank you for taking the time to read these Terms and Conditions and we hope you enjoy our Products and Services.