**BLAIR BROTHERS MUSIC, LLC (“COMPANY”)**

**WEBSITE TERMS OF USE**

**ATTENTION: PLEASE READ THESE WEBSITE TERMS OF USE ("TERMS OF USE") CAREFULLY BEFORE USING THIS WEBSITE. BY USING OR ACCESSING THIS WEBSITE, YOU ACKNOWLEDGE THAT YOU: HAVE READ AND UNDERSTOOD THE TERMS OF USE; THE RELATED PRIVACY POLICY; ARE AT LEAST EIGHTEEN (18) YEARS OLD AND HAVE THE LEGAL AUTHORITY TO ACCEPT THE TERMS OF USE; AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE AND THE RELATED PRIVACY POLICY, DO NOT USE THIS WEBSITE. THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD REVIEW THESE TERMS OF USE PERIODICALLY AS THEY MAY BE REVISED FROM TIME TO TIME.**

1. ALL COMPANY-GENERATED AND/OR CREATED MATERIAL (“COMPANY MATERIAL”) ON COMPANY WEBSITE(S), INCLUDING, BUT NOT LIMITED TO, TEXT, DATA, GRAPHICS, LOGOS, BUTTON ICONS, IMAGES, AUDIO CLIPS, VIDEO CLIPS, LINKS, DIGITAL DOWNLOADS, DATA COMPILATIONS, AND SOFTWARE IS OWNED, CONTROLLED BY, OR LICENSED TO COMPANY AND IS PROTECTED BY COPYRIGHT, TRADEMARK, AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS. COMPANY MATERIAL ON COMPANY WEBSITE(S) IS MADE AVAILABLE SOLELY FOR YOUR INFORMATIONAL, PERSONAL, NON-COMMERCIAL USE AND MAY NOT BE COPIED, REPRODUCED, REPUBLISHED, MODIFIED, UPLOADED, POSTED, TRANSMITTED, OR DISTRIBUTED IN ANY WAY, INCLUDING BY E-MAIL OR OTHER ELECTRONIC MEANS, WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF COMPANY IN EACH INSTANCE. YOU MAY DOWNLOAD COMPANY MATERIAL INTENTIONALLY MADE AVAILABLE FOR DOWNLOADING FROM COMPANY WEBSITE(S) FOR YOUR PERSONAL, NON-COMMERCIAL USE ONLY, PROVIDED THAT YOU KEEP INTACT ANY AND ALL COPYRIGHT AND OTHER PROPRIETARY NOTICES THAT MAY APPEAR ON SUCH COMPANY MATERIALS. COMPANY WEBSITE(S), INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN COMPANY WEBSITE(S) OR ANY COMPANY-RELATED SERVICE, IS PROVIDED “AS IS”, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY WEBSITE(S) AND COMPANY’S AFFILIATES, LICENSORS, SUB-LICENSEES, SUPPLIERS, ADVERTISERS, SPONSORS, REPRESENTATIVES, EMPLOYEES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

2. COMPANY AND ITS AFFILIATES, LICENSORS, SUB-LICENSEES, SUPPLIERS, ADVERTISERS, SPONSORS, REPRESENTATIVES, EMPLOYEES AND AGENTS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF ANY COMPANY WEBSITE(S). COMPANY IS UNDER NO OBLIGATION TO OFFER OR CONTINUE TO OFFER ANY COMPANY OR OTHERWISE WEBSITE SERVICES OR ANY PART THEREOF WHATSOEVER, AND MAY, WITHOUT LIABILITY OR OBLIGATION, DISCONTINUE ANY COMPANY WEBSITE SERVICE OR ANY PART THEREOF AT ANY TIME.

3. COMPANY AND ITS AFFILIATES, LICENSORS, SUB-LICENSEES, SUPPLIERS, ADVERTISERS, SPONSORS, REPRESENTATIVES, EMPLOYEES AND AGENTS DISCLAIM ANY AND ALL WARRANTIES FOR ANY INFORMATION OR MATERIALS OBTAINED OR PERCEIVED THROUGH COMPANY WEBSITE(S). NO STATEMENT OF COMPANY OR ITS AFFILIATES, LICENSORS, SUB-LICENSEES, SUPPLIERS, ADVERTISERS, SPONSORS, REPRESENTATIVES, EMPLOYEES, AGENTS, MEMBERS, USERS OR VISITORS, WHETHER MADE ON COMPANY WEBSITE(S) OR OTHERWISE, SHALL CREATE OR GIVE RISE TO ANY WARRANTY. IT IS EXPLICITY UNDERSTOOD AND AGREED TO THAT ALL CONTENT OF OR ON COMPANY WEBSITE(S) ARE FOR INFORMATIONAL, ENTERTAINMENT AND/OR PROMOTIONAL PURPOSES ONLY.  ALL COMPANY MATERIALS CONTAINED ON THIS WEBSITE OR ANY OTHER WEBSITE CONTROLLED BY COMPANY IS PROVIDED “AS IS” FOR INFORMATIONAL, PROMOTIONAL AND/OR ENTERTAINMENT PURPOSES ONLY.  COMPANY IS NOT RESPONSIBLE FOR THE CONTENT OF ANY WEBSITES ACCESSIBLE THROUGH OR LINKED TO THIS OR ANY OTHER COMPANY WEBSITE.

BY USING THIS WEBSITE, YOU ACKNOWLEDGE THAT YOU ACCEPT FULL RESPONSIBILITY FOR ANY ACTIONS OR INACTIONS YOU MAKE BASED ON THE MATERIAL YOU ENCOUNTER ON THE WEBSITE OR ANY HYPERLINKS THERETO.  FOR AVOIDANCE OF DOUBT, COMPANY IS NOT LIABLE FOR ANY ACTIONS OR INACTIONS YOU MAKE BASED ON ANYTHING STATED OR SHOWN OR MADE AVAILABLE ON THE WEBSITE, AND ALL ACTIONS OR INACTIONS YOU MAKE ARE WHOLLY VOLUNTARY AND WILL NOT RESULT IN ANY LIABILITY, INCLUDING WITHOUT LIMITATION, SUITS, CLAIMS, LOSSES, DAMAGES OR OTHERWISE, AGAINST COMPANY.  **YOU SHALL FOREVER HOLD COMPANY, ITS AFFILIATES, LICENSEES, LICENSORS, ASSIGNS, DESIGNEES, REPRESENTATIVES, AGENTS, EMPLOYEES, CONSULTANTS, ADVERTISERS, SPONSORS, SUPPLIERS AND SUCCESSORS COMPLETELY, I.E., ONE HUNDRED PERCENT (100%), HARMLESS AND INDEMNIFY COMPANY FROM (I) ANY AND ALL LIABILITIES, LOSSES AND/OR ANY AND ALL DAMAGES THAT MAY BE CAUSED OR ALLEGED TO BE CAUSED BY YOUR USE OF THE WEBSITE, AND (II) ANY AND ALL CLAIMS AND/OR SUITS THAT MAY EMANATE FROM, OR IN ANY WAY BE CONNECTED TO, YOUR USE OF OR RELIANCE ON THIS WEBSITE AND/OR ITS CONTENTS AND/OR COMPANY MATERIAL; AND (III) ANY DECISIONS YOU MAKE (EITHER NOW OR IN THE FUTURE) OR ACTIONS OR INACTIONS THAT YOU TAKE (EITHER NOW OR IN THE FUTURE), EITHER DIRECTLY OR INDIRECTLY, BASED ON ANY CONTENT, PRODUCTS AND/OR SERVICES THAT ARE AVAILABLE ON OR THROUGH THIS WEBSITE.**

4. COMPANY AND ITS AFFILIATES, LICENSORS, SUB-LICENSEES, SUPPLIERS, ADVERTISERS, SPONSORS, REPRESENTATIVES, EMPLOYEES AND AGENTS DISCLAIM ANY AND ALL WARRANTIES FOR CONTENT SHOWN OR DISPLAYED ON COMPANY WEBSITE(S) AS PROMOTIONAL MATERIAL OR RECEIVED BY YOU THROUGH ANY LINKS APPEARING ANYWHERE ON COMPANY WEBSITE(S), WHETHER SUCH LINKS ARE AUTHORIZED OR NOT, AS WELL AS FOR ANY MATERIALS RECEIVED OR PERCEIVED THROUGH ANY LINKS PROVIDED ANYWHERE ON COMPANY WEBSITE(S).   
  
5. COMPANY AND ITS AFFILIATES, LICENSORS, SUB-LICENSEES, SUPPLIERS, ADVERTISERS, SPONSORS, REPRESENTATIVES, EMPLOYEES AND AGENTS DO NOT WARRANT OR REPRESENT THAT YOUR USE OF OR INTERACTION WITH MATERIALS POSTED AND/OR OFFERED ON COMPANY WEBSITE(S) WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT COMPANY WEBSITE(S) OR THE SERVER(S) ON WHICH COMPANY WEBSITE(S) IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE COMPANY WEBSITE(S), AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF, PARTICIPATION IN AND MATERIALS POSTED AND/OR OFFERED ON COMPANY WEBSITE(S) AND ANY SERVICE OF THE WEBSITE AND YOUR RELIANCE THEREON. YOU UNDERSTAND AND AGREE THAT YOU USE OR OTHERWISE OBTAIN OR PERCEIVE MATERIAL, INFORMATION OR DATA THROUGH THE USE OF COMPANY WEBSITE(S) AT YOUR OWN DISCRETION AND SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF SUCH MATERIAL, INFORMATION OR DATA.   
  
6. NEITHER COMPANY NOR ANY OF COMPANY’S AFFILIATES, LICENSORS, SUB-LICENSEES, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR COMPANY’S DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES (TOGETHER, FOR PURPOSES HEREIN, “COMPANY”), ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO USE OR MISUSE OF OR RELIANCE ON COMPANY WEBSITE(S) OR ANY COMPANY CONTENT OR PART THEREOF OR ANY LINKED COMPANY WEBSITE(S), EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL COMPANY’S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU, IF APPLICABLE, TO ACCESS OR USE COMPANY WEBSITE(S). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND/OR RELIANCE ON COMPANY WEBSITE(S) OR ANY PART THEREOF, FROM INABILITY TO USE COMPANY WEBSITE(S) OR ANY PART THEREOF, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF COMPANY WEBSITE(S) OR ANY PART THEREOF (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OUTSIDE SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON COMPANY WEBSITE(S) OR RECEIVED THROUGH ANY LINKS PROVIDED AT, IN OR THROUGH COMPANY WEBSITE(S), AS WELL AS BY REASON OF ANY INFORMATION RECEIVED THROUGH OR ADVERTISED ON COMPANY WEBSITE(S) OR RECEIVED THROUGH ANY LINKS PROVIDED ON COMPANY WEBSITE(S). SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NONPERFORMANCE OF COMPANY WEBSITE(S) OR ANY SERVICE OR ANY INFORMATION OR MERCHANDISE THAT IS LINKED OR RELATED IN ANY WAY TO, COMPANY WEBSITE(S) OR ANY PART THEREOF. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

7. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. PROVIDED, HOWEVER, THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW YOU HEREBY WAIVE THE PROVISIONS OF ANY STATE LAW LIMITING OR PROHIBITING SUCH EXCLUSIONS OR LIMITATIONS.

8. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL COMPANY 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, EPIDEMIC, 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 OR ANY OTHER FORCE MAJEURE EVENT.

9. USERS WHO CHOOSE TO ACCESS COMPANY WEBSITE(S) OR ANY PART THEREOF FROM OTHER LOCATIONS OTHER THAN THE UNITED STATES DO SO ON THEIR OWN INITIATIVE AND AT THEIR OWN RISK, AND ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS, IF AND TO THE EXTENT LOCAL LAWS ARE APPLICABLE.

10. ANY AND ALL PRODUCTS OR SERVICES MADE AVAILABLE THROUGH COMPANY WEBSITE(S) ARE SUBJECT TO UNITED STATES LAWS. YOU AGREE TO COMPLY WITH ALL APPLICABLE LAWS REGARDING THE TRANSMISSION OF TECHNICAL DATA EXPORTED FROM THE UNITED STATES OR THE COUNTRY IN WHICH YOU RESIDE. IF APPLICABLE, NO PRODUCTS MAY BE DOWNLOADED OR OTHERWISE EXPORTED OR RE-EXPORTED (I) INTO (OR TO A NATIONAL OR RESIDENT OF) (i) ANY COUNTRY OR MUNICIPALITY OR OTHERWISE TO WHICH THE U.S. HAS EMBARGOED GOODS; OR (II) TO ANYONE ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS OR THE U.S. COMMERCE DEPARTMENT'S TABLE OF DENY ORDERS. BY DOWNLOADING ANY PRODUCT OR USING ANY SERVICE AVAILABLE THROUGH COMPANY, YOU REPRESENT AND WARRANT THAT YOU ARE NOT LOCATED IN, UNDER THE CONTROL OF, OR A NATIONAL OR RESIDENT OF ANY SUCH COUNTRY OR ON ANY SUCH LIST. COMPANY RESERVES THE RIGHT TO LIMIT THE AVAILABILITY OF COMPANY WEBSITE(S) AND/OR ANY SERVICE OR PRODUCT DESCRIBED THEREON TO ANY PERSON, GEOGRAPHIC AREA OR JURISDICTION, AT ANY TIME AND IN OUR SOLE DISCRETION, AND TO LIMIT THE QUANTITIES OF ANY SUCH SERVICE OR PRODUCT THAT COMPANY PROVIDES ON OR THROUGH COMPANY WEBSITE(S).

11. WITHOUT IN ANY WAY LIMITING ANY OTHER PROVISIONS OF THIS AGREEMENT, COMPANY MAKES NO REPRESENTATIONS WHATSOEVER ABOUT ANY OTHER WEBSITE THAT YOU MAY ACCESS BY ANY MEANS THROUGH COMPANY WEBSITE(S). WHEN YOU ACCESS ANOTHER WEBSITE, YOU UNDERSTAND THAT IT IS ENTIRELY INDEPENDENT FROM COMPANY WEBSITE(S), AND THAT COMPANY HAS NO CONTROL OVER THE CONTENT OF SUCH WEBSITE NOR OF ITS POLICIES. IN ADDITION, A HYPERLINK TO ANOTHER WEBSITE DOES NOT MEAN THAT COMPANY ENDORSES OR ACCEPTS ANY RESPONSIBILITY FOR THE CONTENT, SERVICES, USE OR POLICIES OF THE LINKED WEBSITE OR THAT THE POLICIES OF THAT WEBSITE ARE CONSISTENT WITH OUR POLICIES OR THE TERMS AND CONDITIONS OF THIS AGREEMENT. COMPANY STRONGLY ENCOURAGES YOU TO BECOME FAMILIAR WITH THE TERMS OF USE AND PRACTICES OF ANY LINKED NON-COMPANY WEBSITE(S). FURTHER, IT IS UP TO YOU TO TAKE PRECAUTIONS TO ENSURE THAT WHATEVER LINKS YOU SELECT OR SOFTWARE YOU DOWNLOAD, FROM ANY OTHER SITE WHATEVER, IS FREE OF ANY CORRUPTIBLE OR DESTRUCTIVE OR ILLEGAL MATERIAL, SUCH AS BUT NOT LIMITED TO VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS AND OTHER ITEMS OF A DESTRUCTIVE NATURE.

12. **YOU WARRANT AND REPRESENT THAT ANY AND ALL COMPANY MATERIAL INCLUDED, PRESENTED, OFFERED FOR SALE, LICENSE, DISTRIBUTION OR OTHERWISE, DISPLAYED, PUBLICLY PERFORMED OR OTHERWISE ON COMPANY WEBSITE(S) SHALL NOT BE USED BY YOU FOR ANY AND ALL COPYRIGHT OR OTHER INTELLECTUAL PROPERTY-RELATED INFRINGING ACTIVITIES, INCLUDING WITHOUT LIMITATION REPRODUCTION AND FURTHER DISTRIBUTION, NOT ALLOWED UNDER THE UNITED STATES COPYRIGHT LAW 17 U.S.C. SECTION 101 ET SEQ., OR ANY OTHER ACTIVITIES, RELATED TO INTELLECTUAL PROPERTY OR OTHERWISE, THAT DO OR MAY INFRINGE ON COMPANY, COMPANY’S LICENSEES, COMPANY’S EMPLOYEES, COMPANY’S SUCCESSORS, COMPANY ASSIGNS, OR COMPANY’S AFFILIATES, OR ANY OTHER THIRD PARTIES, AND SUCH INFRINGEMENT SHOULD IT OCCUR SHALL BE PROSECUTED WITHIN THE FULL EXTENT OF THE THEN-CURRENT LAW. YOU HEREBY INDEMNIFY COMPANY, COMPANY’S SUCCESSORS, COMPANY’S LICENSEES, COMPANY’S ASSIGNS AND COMPANY’S AFFILIATES FROM ANY AND ALL LAWSUITS, CLAIMS, LOSSES AND ANY AND ALL DAMAGES THAT MAY OCCUR AS A RESULT OF YOUR BREACH OF THESE WARRANTIES AND REPRESENTATIONS. COMPANY SHALL HAVE THE RIGHT TO INSTITUTE LEGAL AND OR EQUITABLE ACTIONS AGAINST YOU FOR ANY BREACH OF THESE WARRANTIES AND REPRESENTATIONS.**

13. THIS DISCLAIMER AND TERMS OF USE DOCUMENT IS AN AGREEMENT BETWEEN COMPANY AND YOU WHEN YOU USE COMPANY WEBSITE(S) IN ANY WAY AND IS ENTERED INTO IN THE UNITED STATES OF AMERICA AND IN THE COMMONWEALTH OF PENNSYLVANIA AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES OF AMERICA AND THE COMMONWEALTH OF PENNSYLVANIA, EXCLUSIVE OF ITS CHOICE OF LAW RULES. EACH PARTY TO THIS AGREEMENT SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES OF AMERICA AND/OR THE COMMONWEALTH AND FEDERAL COURTS SITTING IN THE COMMONWEALTH OF PENNSYLVANIA, AND YOU WAIVE ANY JURISDICTIONAL, VENUE, OR INCONVENIENT FORUM OBJECTIONS TO SUCH COURTS.  IN THE EVENT THAT ANY OF THE PROVISIONS OF THIS AGREEMENT ARE HELD BY A COURT OR OTHER TRIBUNAL OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, SUCH PROVISIONS SHALL BE LIMITED OR ELIMINATED TO THE MINIMUM EXTENT NECESSARY SO THAT THIS AGREEMENT SHALL OTHERWISE REMAIN IN FULL FORCE AND EFFECT. 