



BandApp Ltd Terms & Conditions of Use

1. Acceptance & Use of The BandApp Limited Websites

These Terms and Conditions govern your use of the BandApp Limited websites and your relationship with BandApp Limited including any service supplied to you, the Customer, through any of the BandApp Limited websites. Please read them carefully as they contain legal obligations. If you do not agree to these Terms and Conditions, please do not register for or use any of the BandApp Limited websites or services. If you have any questions regarding these Terms and Conditions, please contact support@bandapp.com. By accessing, browsing and or using any of the BandApp Limited websites, you acknowledge that you have read, understood, and agreed to be bound by these terms and comply with all applicable laws and regulations.

2. Customer Account, Password & Security

In the event where a particular BandApp website or any product or services offered through the BandApp Limited websites requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. After setting up a username and password for login access, you will be entirely responsible for maintaining the confidentiality of your login details and for any and all activities that occur under your account. Any unauthorised use of your account or any other breach of security will have to be reported to BandApp Limited immediately. BandApp Limited will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your consent. You may also be held liable for losses incurred by BandApp Limited or other related parties due to someone else using your account or password. In order to avoid any losses to either party, you are strictly prohibited from using anyone else's account at any time, without the permission of the account holder. If BandApp terminates your Membership because you have breached the Agreement, you shall not be entitled to the refund of any unused portion of fees or payments (if any).

3. Information Security and Quality

Any personal information, directly or indirectly collected via BandApp Limited's websites are protected by the Data Protection Act 1998. BandApp Limited is committed to respecting the rights of its users to access, rectify, modify and suppress the personal information collected in compliance with the articles of the Act. BandApp Limited is also committed to securing the data that is provided to us and will practice necessary precautions to protect your personally identifiable information from loss, misuse or alterations. We will commit to respond in a timely manner to your requests to correct inaccuracies in your personal information. In order to correct such inaccuracies, please return the notification message containing the inaccuracies to the sender with details of the correction requested. If you would like to delete the personally identifiable information you have submitted through the websites from our marketing database, please contact us. We will proceed to use reasonable efforts to remove your personally identifiable information from our database. Please note that some processing of your personal data will take place outside of the European Union where protection laws may not provide you with the same degree of protection as exists within the European Union. If you are not prepared

for your personal data to be transferred outside of the European Union please do not register for any of the BandApp services.

4. Terms & Conditions of Use Modification

BandApp Limited reserves the right to change the terms, conditions, and notices under which the BandApp Limited websites are offered, including but not limited to the charges associated with the use of our websites or any products or services sold therein. You are responsible for regularly reviewing these Terms & Conditions of Use and any other additional terms posted on any / each particular website. Your continued use of the BandApp Limited websites constitutes a binding agreement to all terms, conditions and notices.

5. Rules of Conduct

In addition to the limitations set forth in this Terms & Conditions of Use, you will be accounted for violating the stated terms and conditions if you or others using your account do any of the following :-

- Transmit or facilitate distribution of contents that are harmful, abusive, racially or ethnically offensive, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, or in a reasonable person's view, objectionable.
- Attempt to acquire a password, street address, credit card numbers, account information, or any other private information from a Member or any other user on our websites.
- Upload or distribute any software or content that you do not own or have permission to freely distribute.
- Promote or encourage any illegal activity including hacking, cracking or distribution of counterfeit software, unlawful file sharing or copyright infringement.
- Upload files that contain a virus or corrupted data.
- Improperly use the support or complaint buttons or make false reports to BandApp Limited staff members or its related companies
- Violate the terms and conditions of use of third party tools, interactive service providers, state, local, federal laws, or foreign or international law where appropriate.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.

BandApp Limited retains the right to deny access to anyone who we believe has violated any of these Terms & Conditions of Use, without refund.

6. Illegal Behavior

Illegal behaviour involving the use of any of the BandApp Limited websites will be grounds for the termination of a user's account without refund. BandApp shall fully cooperate with law enforcement officials on such matters and prosecute such offenses to the full extent of the law.

7. Indemnification

You hereby agree that you will be personally responsible for your use of any of the BandApp Limited websites, and that you will indemnify, defend and hold harmless BandApp Limited and its respective affiliates, employees, officers, and directors from and against any and all claims, liability, losses, damages, costs and expenses including legal fees incurred by BandApp Limited in connection with your use or alleged use of our websites, including your conduct. BandApp Limited reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with BandApp Limited's defence of such claim.

8. Links to Third Party Sites

The BandApp Limited websites may contain links to third party websites ('Link Sites'). These linked sites are not under the control of BandApp Limited and BandApp Limited is not responsible for the contents of any linked sites, including without limitation, any links contained in a 'Link Site', or any changes or updates to a Linked Site. BandApp Limited is not responsible for webcasting or any other form of transmission received from any link sites, nor is BandApp Limited responsible if the linked sites are not working appropriately. BandApp Limited's websites are providing these links to you only as a convenience, and the inclusion of any link does not imply of endorsement by BandApp Limited of the linked site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms & conditions of use posted on the linked sites. Any dealings with third parties including advertisers, included within the BandApp Limited websites or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. BandApp Limited will not be responsible or liable for any part of any such dealings or promotions.

9. Software and Contents Available Through The Websites

All content and software (Software), if any, that is made available to view and or download in connection with our websites is owned by and is the copyrighted work of BandApp Limited and or its suppliers and is protected by copyright laws and international treaty provisions. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ie. License Agreement. You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms. For Software not accompanied by a License Agreement, BandApp Limited hereby grants to you, the user, a revocable personal, non-transferable license to use the Software for viewing and otherwise using the particular Site in accordance with these Terms & Conditions of Use, and for no other purpose provided that you keep intact all copyright and other proprietary notices. Any reproduction or redistribution of the content and website look and feel and or the Software is expressly prohibited by the law and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE CONTENT OR SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS STRICTLY PROHIBITED.

10. Liability Disclaimer

The BandApp Limited website and services are provided on an 'as is' basis. The information, software, products, and services included in / available through the sites may include inaccuracies or typographical errors. Changes are periodically made to the sites and to the information therein. BandApp Limited and its respective suppliers may make improvements and or changes in the sites at any time. BandApp Limited and its respective suppliers make no representations of the suitability, reliability, availability, timeliness, absence of viruses or other harmful components and accuracy of the information, software, products, content and related graphics contained within the sites for any purpose. All such information, software, products, services, content and related graphics are provided 'as is' without warranty of any kind. In so far as it is lawful to do so BandApp Limited and/ or its respective suppliers hereby disclaim all warranties and conditions with regards to this information, software, products, services, communications, content and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanship effort, title and non-infringement.

BandApp Limited and its suppliers will not be liable for any direct and indirect, punitive, incidental, special, consequential damages whatsoever including, without limitation, damages for loss of use, data and profits arising out of or in any way connected with the use or the performance of its websites, with the delay or inability to use its websites and other related services, the provision of or failure to provide services, or for any information, software, products, content and related graphics obtained through its websites or otherwise arising out of the use of its websites whether its based on a contract, negligence, strict liability or otherwise even if BandApp Limited or any of its suppliers has been advised of the possibility of damages. If you are dissatisfied with any portion of our websites, or with any of these terms of use, your sole and exclusive remedy is to discontinue using our websites. BandApp Limited does not limit or exclude its liability for death or personal injury caused by its negligence or for fraudulent misrepresentation.

11. Intellectual Property

BandApp Limited's web sites, including, without limitation, all communication features, contain copyrighted material, trademarks and other proprietary information including, without limitation, text, software, photographs, video, graphics, music and sound, the BANDAPP name and the entire contents of our websites and each area contained therein are the property of BandApp Limited and or third-party content providers. BandApp Limited owns a copyright in the selection, coordination, arrangement and enhancement of such content. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content contained on our websites (including, without limitation, content that BandApp Limited enables you to download) without the express written permission of BandApp Limited and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark, legend or copyright notice shall be made. The downloading of copyrighted material from our websites is allowed by you only for your own use. You acknowledge that BandApp Limited and or third-party content providers remain the owners of all materials posted on our websites, and that you do not acquire any of those ownership rights by downloading copyrighted materials

12. Submissions

BandApp does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials (collectively, "Content") that you transmit, submit, display or publish ("post") on, through or in connection with the BandApp Services. After posting your Content on, through or in connection with the BandApp Services, you continue to retain any such rights that you may have in your Content, subject to the limited license herein. By posting any Content on, through or in connection with the BandApp Services, you hereby grant to BandApp a limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such Content solely on, through or in connection with the BandApp Services, including, without limitation, through the BandApp Services to applications, widgets, websites or mobile, desktop or other services which are linked with your BandApp account (collectively, "Linked Services"), including, without limitation, distributing part or all of the BandApp Services and any Content included therein, in any media formats and through any media channels, except that Content marked "private" will not be distributed by BandApp outside the BandApp Services and Linked Services. This limited license does not grant BandApp the right to sell or otherwise distribute your Content outside of the BandApp Services or Linked Services. After you remove your Content from the BandApp Services we will cease distribution as soon as practicable, and at such time when distribution ceases, the license will terminate. If after we have distributed your Content outside of the BandApp Services, you change the Content's privacy setting to "private," we will cease distribution of such "private" Content outside of the BandApp Services as soon as practicable after you make the change. Notwithstanding the foregoing, you understand and agree that once Content is distributed to a Linked Service or incorporated into other aspects of the BandApp Services, BandApp is under no obligation to delete or ask other Users or a Linked Service to delete that Content, and therefore it may continue to appear and be used indefinitely.

The license you grant to BandApp is non-exclusive (meaning you are free to license your Content to anyone else in addition to BandApp), fully-paid and royalty-free (meaning that BandApp is not required to pay you or anyone else deriving rights from you for the use on the BandApp Services of the Content that you post), sub licensable (so that BandApp is able to use its affiliates, subcontractors and other partners such as Internet content delivery networks and wireless carriers to provide the BandApp Services), and worldwide (because the Internet and the BandApp Services are global in reach).

You represent and warrant that: (i) you own the Content posted by you on, through or in connection with the BandApp Services, or otherwise have the right to grant the license set forth in this Section 12, and (ii) the posting of your Content on, through or in connection with the BandApp Services and/or Linked Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You agree to pay for all royalties, fees, and any other monies owing any person or entity by reason of the use of any Content posted by you on or through the BandApp Services and/or Linked Services.

The BandApp Services contain Content of BandApp ("BandApp Content"). BandApp Content is protected by copyright, trademark, patent, trade secret and other laws, and BandApp owns and retains all rights in the BandApp Content and the BandApp Services. BandApp hereby grants you a limited, revocable, non sub licensable license to reproduce and display the BandApp Content (excluding any software code) solely for your personal use in connection with viewing the BandApp Website and using the BandApp Services.

The BandApp Services contain Content of Users and other BandApp licensors. Except as provided within this Agreement, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, sell or otherwise use any Content appearing on or through the BandApp Services.

BandApp performs technical functions necessary to offer the BandApp Services, including, but not limited to, the technical processing and transmission of email communications to perform the email service, and transcoding and/or reformatting Content to allow its use throughout the BandApp Services. In addition, you agree and acknowledge that BandApp may send messages including, but not limited to, notifications, special offers, promotions, commercial advertisements, and marketing materials, in connection with the BandApp Services. You can control what type of communications you receive from the BandApp Services by logging into your account and choosing the appropriate notifications settings or by following the unsubscribe instructions contained at the bottom of commercial emails.

BandApp reserves the right to limit the storage capacity of Content that you post on, through or in connection with the BandApp Services.

12.1 Content Posted

Please choose carefully the information that you post on, through or in connection with the BandApp Services and that you provide to other Users. Your BandApp profile may not include any form of Prohibited Content, as outlined in Section 5 above. Despite this prohibition, information, materials, products or services provided by other BandApp Members (for instance, in their profiles) or Linked Services may, in whole or in part, be unauthorised, impermissible or otherwise violate this Agreement, and BandApp assumes no responsibility or liability for this material. If you become aware of misuse of the BandApp Services by any person or Linked Service, please click on the "Contact BandApp" link at the bottom of the BandApp Website pages.

BandApp may reject, refuse to post or delete any Content for any or no reason, including, but not limited to, content that in the sole judgment of BandApp violates this Agreement or which may be offensive, illegal or violate the rights of any person or entity, or harm or threaten the safety of any person or entity. BandApp assumes no responsibility for monitoring the BandApp Services for inappropriate Content or conduct. If at any time BandApp chooses, in its sole discretion, to monitor the BandApp Services, BandApp nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content.

You are solely responsible for the Content that you post on, through or in connection with any of the BandApp Services, and any material or information that you transmit to other Members and for your interactions with other Users.

13. Payments

You must use a Credit Card, PayPal, PayForIt or Ukash (where applicable) or choose operator billing to pay for your subscription(s) and or services. When you provide credit card or other payment mechanism information to BandApp Limited, you represent that you are the authorised user of the credit card that is used to pay the subscription or other fees. For each month that you use our website, you agree and reaffirm that BandApp Limited is authorised to charge your chosen payment mechanism for the subscription fee where applicable. You agree to promptly notify BandApp Limited of any changes to your credit card account number or other payment information, its expiration date and or your billing address, and you agree to promptly notify BandApp Limited if your credit card expires or is cancelled for any reason. For partners, BandApp Limited will provide a monthly statement derived from the site activities on a monthly basis in which BandApp Limited will be invoiced for its services. The statement cut-off date will be determined in the contract upon agreement by all parties. All fees exclusive of local taxes and duties unless otherwise stated. BandApp service will be billed in advance on a monthly basis (One 'month' defined as 30 continuous days. The BandApp service cannot be cancelled until a minimum of 12 months has expired. You agree that your credit card will be charged for the full 12 months of the contracted period, should you wish to cancel during the term. After the initial 12 month term, You will solely be responsible for cancelling the service. Service can be cancelled after initial 12 month period, by giving one month (30 days) notice in advance. All cancellation requests should be sent to support@bandapp.com only. Cancellation requests will not be taken over the phone, fax, in person or in writing. Your app and your apps functionality will terminate immediately on cancellation of service. On cancellation, your BandApp will cease to load or function and will no longer be available to the end user. You are responsible for any actions or disputes of the end user. BandApp does not screen end users and is not responsible for actions of end user including any posts to fanwall or any social network interaction using your app. BandApp is is not responsible or liable for the accuracy, appropriateness, legality of Usage Data, or anything said, depicted, or written by end users. BandApp may from time to time monitor your app and behaviour of end users through your app. BandApp has the right to remove content by end users from your app at any time.

14. Shopping

The shops/ Stores ("Shops/ Stores") on our websites provide you the opportunity to purchase various BandApp Limited products and services. You are responsible for paying the entire amount due on your purchase, including any applicable taxes, shipping and other charges assessed by the merchant. You hereby agree to supervise usage by, and be responsible for the actions of any minors who use your computer and or the registration account to access the Shops on our websites.

15. Services

BandApp Limited will provide the following product and services to its customers using the BandApp website (www.bandapp.com). BandApp Limited hereby agrees to provide all paying customers, complying with all terms and conditions of BandApp Limited a host of mobile technology platforms, assets and products to help the customer design, build, update, distribute and share a mobile application for their band. This product is called "BandApp". BandApp Limited will also provide through a portal, distribution to iTunes and other leading digital music retailers through the BandApp website, www.bandapp.com. The fee for uploading of music to any music retailer worldwide is included in the subscription payment to BandApp Limited. The BandApp service is available on iPhone at launch with other leading mobile platforms to follow at the discretion of BandApp Limited. BandApp will pay its customers 75% of all income after local taxes (VAT) to BandApp from BandApp's appointed music distributors. BandApp retains the right to change or employ the services of other/another music distributors at any time.

16. Contract

By signing up and providing initial payment, You hereby accept that you are bound by the terms and conditions of BandApp Limited, and that you have entered into a contract with BandApp limited, the term of which shall be no less than 12 full months (initial term) from date of sign up and first payment. You fully accept that you are responsible for all payments, and that if for any reason, known or unknown you fail to make the monthly payment or attempt to cancel within the initial term of 12 months, your payment method will be charged the full rate of the remaining term. BandApp Ltd accepts that you have the right to cancel the service after the initial period, provided a 1 month (30 days) notice of cancellation is given in writing to support@bandapp.com. In extreme circumstances, such as loss of life, critical illness, BandApp Limited may agree to early cancellation and pro rata refund if annual payment has been made by you for remaining initial term. You or your next of kin or legal representative must provide all medical and legal evidence to support a claim for cancellation due to loss of life or critical illness to support@bandapp.com. Such claims will be dealt with in strict confidence. If you are not entirely satisfied with the BandApp Service that you have chosen for any reason you may cancel your order within 7 (seven) days of placing it by sending an appropriately worded message to support@bandapp.com.

17. Electronic Software Downloads Refund Policy

BandApp Limited products can be selected as downloadable software from our online store. Once your credit card or other payment mechanism has been authorised, processing can take up to 2 minutes and you will then receive instructions on how to download your software. If the transmission is interrupted in any way you will initially receive a total of two attempts to download your software. If at any reason you cannot download the software please contact the BandApp Limited technical team at support@bandapp.com Please read the system requirements very carefully before making any purchases. In case of disputes, contact us at support@bandapp.com for further inquiries on refunds.

18. General Terms & Conditions

This agreement is governed by the laws of England and Wales. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in London, United Kingdom in all disputes arising out of or relating to the use of our websites. BandApp Limited reserves the right to disclose any personal information about you or your use of the websites, including its contents, without your prior permission if BandApp Limited has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of BandApp Limited or its affiliated companies; (3) enforce the Terms of Use; or (4) act to protect the interests of its Members or others. BandApp Limited's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of BandApp Limited's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Sites or information provided to or gathered by BandApp Limited with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between you and BandApp Limited with respect to its websites, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and BandApp Limited with respect to its websites. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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BandApp Limited is a company registered in England and Wales.

Company number: 7141104

Registered address: 1-5 Exchange Court Maiden Lane Covent Garden London United Kingdom WC2R OJU. Telephone Number +44 (0) 20 8242 4327

If you have any queries in relation to these terms and conditions please contact BandApp by email at support@bandapp.com