

COULDB ENTERTAINMENT WEBSITE TERMS OF USE

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Acceptance of these Terms of Use and any Revisions thereto

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You may access and use the Website and the information, music features and services thereon (collectively, the “**Content**”) only in accordance with all applicable laws and regulations and with these Terms of Use.

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3. any right to reproduce, distribute, display, post, disseminate, publish, broadcast, or transfer any of the Content, unless CouldB has granted You a written license expressly permitted any of such, the COULDB IP or the Third Party IP.

Use of any of the Content, the CouldB IP or the Third Party IP, without the prior written consent of CouldB, is strictly prohibited.

Third Party Websites and Content Linked to the Website

The Website may contain links to third party websites or content posted on third party websites (the “**Links**”). CouldB provides the Links only as a convenience to help You identify and locate other Internet resources that may be of interest.

You acknowledge that in providing the Links CouldB:

1. does not endorse any third party website or content accessible via the Links;
2. does not act as an editor, publisher or disseminator of any content accessible via the Links and does not control or monitor any third party website;
3. does not make any representation or warranty of any kind regarding the Links;
4. is not responsible, directly or indirectly, in any way for the accuracy, relevancy, completeness, timeliness or legality of any content accessible via the Links; and
5. is not responsible, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your use of, or reliance on, any of the Links.

You agree that You are solely responsible for:

1. taking all protective measures to guard against viruses and other destructive elements;
2. abiding by the terms and conditions of use and the privacy policies posted at the third party websites; and
3. evaluating the content accessible via the Links and bearing all risks associated with your use of, and reliance on, any such content.

Links to the Website on Third Party Websites

If You want to include a link to the Website on your website (the “**Third Party Link**”), You must:

1. provide CouldB notice describing the nature and features of your website, why you desire to have such a link, and the proposed appearance and location of the Third Party Link; and
2. if CouldB desires to establish the Third Party Link with you, it shall present you with a written agreement setting forth the terms and abide by any terms and conditions required by CouldB.

CouldB may at any time, in its sole and absolute discretion, revoke its consent to establish a Third Party Link, with or without cause, upon reasonable notice to You. Upon exercise of this right by CouldB, You must immediately remove all of your links to the Website and must cease all use of the CouldB IP. If You refuse or neglect to remove all of your links to the Website or to cease using the CouldB IP, You acknowledge that such refusal or neglect will result in immediate and irreparable damage to CouldB and that CouldB shall be entitled to relief in the way of temporary and permanent injunctions and such other further relief as a court may deem just and proper.

CouldB is not responsible or liable, directly or indirectly, in any way for any content available on a third party website that has established a link to the Website.

Registration, Account and Password

Certain Content on the Website may require registration, payment for use, or subscription. Should You choose to register, purchase, or subscribe for any such Content, You agree to provide accurate and current information about yourself as required by the relevant registration or subscription process and to promptly update such information as necessary to ensure that it is kept accurate and complete.

You agree to be responsible for:

1. maintaining the confidentiality of any passwords or other account identifiers which You choose or are assigned as a result of any registration or subscription process; and
2. all activities that occur under your account or password.

You further agree to:

1. notify CouldB immediately of any unauthorized use of your password or account; and
2. ensure that You log out of your account and close your browser window upon completing your use of the Website.

CouldB shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section of these Terms of Use.

Content Supplied by Users

The Website may provide various services that permit You and other users to submit, upload, post or otherwise make available, and/or store, content on the Website and that may or may not be viewed by You or other users.

You agree not to post and/or store any content on the Website that:

1. defames, libels, abuses, harasses, threatens or otherwise violates the legal rights of third parties;
2. constitutes, advocates or encourages conduct that would constitute a criminal offence or give rise to civil liability, violates these Terms of Use or is otherwise objectionable, offensive, inappropriate or unlawful, as determined by CouldB in its sole and absolute discretion;
3. is protected by intellectual property rights owned by third parties without the express permission from the owner (and written notification to CouldB indicating your intent to post which shall not occur until CouldB has given you its written permission in each instance) or rights holder;
4. solicits passwords or personal identifying information from any user;
5. contains a virus or other harmful component or creates a virus or other harmful component;
6. impersonates another individual or entity or implies an affiliation with, agent of, or endorsement by, CouldB, its franchisees, brokers or sales people;
7. contains advertising or which engages in commercial activities and/or sales; or
8. disseminates promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation.

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Disclaimers

You expressly understand and agree that:

1. The Website, the Content and the Links are provided on an "AS AVAILABLE" basis.
2. Any use of, or reliance on, the Website, the Content and/or the Links is at your sole risk.
3. COULDB, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ASSIGNS, LICENSEES, ITS INDEPENDENT CONTRACTORS AND SALES PEOPLE DO NOT MAKE ANY, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW EXPRESSLY DISCLAIM ALL, REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE WEBSITE, THE CONTENT AND/OR THE LINKS INCLUDING, WITHOUT LIMITATION:
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 - b. IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SUITABILITY FOR A PARTICULAR PURPOSE;
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 - d. WARRANTIES OR CONDITIONS AS TO PRIVACY OR SECURITY; AND
 - e. WARRANTIES OR CONDITIONS ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, WITH RESPECT TO THE WEBSITE, THE CONTENT OR THE LINKS

4. No advice or information, whether oral or written, obtained by You from CouldB, its independent contractors, sales people or from the Website, shall create any warranty not expressly stated in these Terms of Use.

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Guarantees

You represent and warrant that:

1. You are an individual and over the age of majority in the jurisdiction in which You are resident.
2. You are using the Website in a jurisdiction where access to, or use of, the Website (or any part thereof) is not prohibited or illegal.
3. You will use the Website only for your personal and non-commercial use and only as authorized by these Terms of Use, unless CouldB has granted You a license expressly permitted any other uses of the Content.
4. You are fully able and competent to enter into, and abide by, these Terms of Use.
5. You own all content submitted to or stored on the Website or otherwise have the right to grant the license to CouldB set forth in these Terms of Use with respect to your communications and content.
6. The posting and/or storage of your content on the Website does not violate the privacy rights, publicity rights, patent rights, trademark rights, copyrights, contract rights or any other rights of any third party.

Indemnity

You agree to defend, indemnify and hold harmless each of CouldB, its independent contractors, sales people, affiliates, subsidiaries and licensors and each of their respective directors, officers, employees, and agents, including all third parties mentioned on the Website, from and against any and all claims, actions or demands, including, without limitation, reasonable legal and accounting fees, resulting from or related to, or alleged to result from or relate to:

1. your breach of any of these Terms of Use;
2. your access to, use of, or reliance on the Website and/or any of the Content, and/or any of the Links; or
3. your communications or dealings with any third parties mentioned on the Website.

Changes to the Website

CouldB may, at any time without notice or liability, and for any reason whatsoever, change, suspend or terminate any aspect of the Website including, without limitation, any of the Content and any of the Links. CouldB reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Website at any time without notice or liability, but does not have a duty to do so.

Choice of Law

You agree that all matters relating to the use of the Website, including without limitation, any of the Content and/or any of the Links shall be governed by the laws of the State of California and the federal laws of the United States of America applicable therein. CouldB and You each agree to submit to the exclusive jurisdiction of the courts of the State of California and to waive any objections based upon venue.

You expressly acknowledge and agree that Your sole remedy for any such breach or alleged breach of this Agreement shall be an action at law for monetary damages and in no event shall You seek or be entitled to any equitable relief including, without limitation, injunction and/or rescission.

Privacy

Any of your personal information which CouldB collects via the Website is subject to CouldB's Website Privacy Policy which is available at www.CouldB.com and is incorporated by reference into these Terms of Use.

General

These Terms of Use constitute the entire agreement between CouldB and You with respect to your use of the Website including, without limitation, any of the Content and/or any of the Links. These Terms of Use supersede all prior communications, representations or agreements, either oral or written, between CouldB, including without limitation, its directors, officers, agents, employees, licensees, its independent contractors, sales people or licensors and You with respect to the Website. Additional terms and conditions may apply when You use content provided by any other user or third party or any of the Links.

If any section (or part thereof) of these Terms of Use is determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining sections (or parts thereof) of these Terms of Use, which shall remain in full force and effect. CouldB's failure to insist upon or enforce strict performance of any section of these Terms of Use or any right shall not be construed as a waiver of any such section or right.

These Terms of Use shall inure to the benefit of CouldB and its independent contractors, sales people, licensors, subsidiaries and affiliates. CouldB may assign its rights and duties under these Terms and Conditions at any time without notice to You. You may not assign your rights and duties under these Terms of Use to any individual or entity at any time.

Termination

You acknowledge and agree that CouldB may, at any time without notice, in its sole and absolute discretion and without cause, suspend or terminate:

1. your use of, or access to, the Website including, without limitation, any of the Content and/or any of the Links; or
2. any of your registrations or subscriptions with the Website.

Upon suspension or termination, CouldB may remove and discard any content related to You or your use of the Website and You must discard any link You maintain from your website to the Website. You agree that CouldB will not be liable to You or any other individual or entity as a result of any such suspension or termination.

Contacting CouldB

Any communications to CouldB in regards to these Terms of Use and/or the Website, may be made to:

CouldB Entertainment

Attention: Monica Turzynski

Address: 25876 The Old Road – Ste. 58
Stevenson Ranch, CA 91381

Phone: (661) 253- 4432

Email: monica@couldb.com