

## WEB SITE TERMS OF USE AGREEMENT

### I. OWNERSHIP OF SITE; AGREEMENT TO TERMS OF USE

This Terms of Use Agreement ("Agreement") constitutes a valid, binding contract between you ("you," "your" or "User") and Local Label, LLC, a Maryland limited liability company, and its affiliates (collectively "LOCAL LABEL," "our," "we," "us"), the owner and operator of [www.locallabel.com](http://www.locallabel.com) with respect to the use of this web site (the "Site"). The products and services of LOCAL LABEL ("Services" or "the Services") are provided subject to compliance with the terms of this Agreement.

By clicking the "I agree" button OR by accessing, visiting, browsing, using or attempting to interact with any part of this web site, or other LOCAL LABEL software, services, web sites or any of LOCAL LABEL's licensees' services or software (collectively "services"), you agree that you have read, understand and agree to be bound by this agreement, whether you are a "Visitor" (which means that you simply browse the LOCAL LABEL Website) or you are a "Member" (which means that you have registered with LOCAL LABEL at [www.locallabel.com](http://www.locallabel.com)). The term "User" as used herein refers to either a Visitor or a Member. You are only authorized to use the LOCAL LABEL Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully and save it.

Please read the entire agreement carefully, including the Privacy Policy and Website Music and Content Submission Agreement, which are incorporated herein by reference, as these Terms of Use form a binding contract between you and LOCAL LABEL. **IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU SHOULD LEAVE THE LOCAL LABEL WEBSITE AND SHOULD NOT ACCESS OR USE ANY PART OF THIS WEB SITE.**

The following sections have links that you may click on, for your convenience:

[Trademarks & Copyrights](#)  
[Claims of Copyright Infringement](#)  
[Disclaimers of Warranty; Disclaimers](#)  
[Indemnity](#)  
[Limitations and Exclusions of Liability](#)  
[Music and Content Submission Agreement](#)  
[Privacy Policy](#)

**LOCAL LABEL reserves the right, from time to time, with or without notice to you, to make changes to this agreement in LOCAL LABEL's sole discretion.** Continued use of any part of this web site constitutes your acceptance of such changes. The most current version of this agreement, which supersedes all previous versions, can be reviewed by clicking on the "Terms of Use" hyperlink located at the bottom of every page on the LOCAL LABEL web site. Please print a copy of this agreement for your records.

### II. GENERAL RULES OF USE

A. LOCAL LABEL is a tool to facilitate the exchange of information and knowledge over the Internet. Our Site enables users to publish, and other people to view, digital content in electronic, CD-ROM, or printed formats. Digital content ("Content") may consist of information (e.g., personal profiles), data, text, software, music, sound, photographs, graphics, video, messages or other materials.

B. The Services are offered on an “as is” basis and used by the User solely at his or her own risk. All personally identifiable information provided by the User in connection with Services shall be used by LOCAL LABEL to provide services and features to the User and to maintain the associated Web Sites (if any), including [www.locallabel.com](http://www.locallabel.com). The site’s [Privacy Policy](#) Statement details LOCAL LABEL’s use of information collected.

C. You hereby agree to comply with all of the terms and conditions of this Agreement and all applicable laws, regulations and rules when you use the Services, whether you browse the LOCAL LABEL web sites or become a Member.

### **III. RESTRICTIONS ON USE**

A. Intended Purposes --You may use this site for purposes expressly permitted by this site. You may not use this site for any other purpose, including any commercial purpose, without LOCAL LABEL’s express prior written consent. For example, you may not (and may not authorize any other party to) (i) co-brand this site, or (ii) frame this site, or (iii) hyperlink to this site, without the express prior written permission of an authorized representative of LOCAL LABEL. For purposes of these Terms of Use, “co-branding” means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible within this site. You agree to cooperate with LOCAL LABEL in causing any unauthorized co-branding, framing or hyper-linking immediately to cease.

B. Compliance with Law and Local Label Policies --Your use of the Site must always comply with applicable law. In particular, but without limitation, you agree and represent that you will not use the Site to:

- (a) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity;
- (b) It is a condition of your use of this site that all the information you provide on this site will be correct, current, and complete. If LOCAL LABEL believes the information you provide is not correct, current, or complete, LOCAL LABEL has the right to refuse you access to this site or any of its resources, and to terminate or suspend your access at any time.

You may not post, send, submit, publish, or transmit in connection with this site any Content that:

- (c) is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, pornographic, indecent, obscene, libelous, threatens or abuses others, stalks, is invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable;
- (d) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (e) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, network, hardware or telecommunications equipment;
- (f) does not pertain directly to this site
- (g) seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- (h) violates any law or may be considered to violate any law;
- (i) impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- (j) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this site;

- (k) amounts to a "pyramid" or similar scheme;
- (l) disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site; or
- (m) contains hyperlinks to other sites that contain content that falls within the descriptions set forth above.

C. Restrictions On Use Of Downloaded Content -The following restrictions are not intended to supersede the intellectual property provisions contained in this Agreement, including but not limited to the provisions set forth at Section VII of these Terms of Use.

If you download Content from the Web Site, you agree to the following restrictions with respect to each Content item and the information contained therein. You are prohibited from taking all actions that would violate the copyrights or other proprietary rights associated with all Content found on this site, including but not limited to the following guidelines:

- 1 You may not sell the Content or otherwise profit from its use or display.
- 2 Sharing, copying, adapting, redistributing, reconfiguring, modifying or creating derivative work from the Content is permissible only if explicitly designated in the permissions included with the Content at time of download. Any restrictions included with the Content must be observed.
- 3 The content owners who make Content available for downloading through LOCAL LABEL at [www.locallabel.com](http://www.locallabel.com) retain ownership of the copyrights or other licenses in the Content. You agree not to allow any other party to: resell, redistribute, sublicense, assign, delegate, or otherwise transfer this Agreement, the Content, any part thereof, or any related rights or obligations hereunder, to any third party.
- 4 You are strictly prohibited from removing or obscuring any proprietary rights notices contained in or on the Content.
- 5 During your preview of music to be downloaded from the Web Site, you are prohibited from using any "player" not found on the Site.

LOCAL LABEL reserves the right to monitor use of this site to determine compliance with these Terms of Use, as well as the right to remove or refuse any information for any reason. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither LOCAL LABEL nor any third party that provides Content to LOCAL LABEL will assume or have any liability for any action or inaction by LOCAL LABEL or such third party with respect to any submission.

#### **IV. AGE OF THE USER AND NATURE OF THE USE**

A. This website and the services available to its users and visitors are intended for audiences and users who are at least 18 years of age.

B. Use of LOCAL LABEL services requires a certain level of knowledge in the use of the Internet and the World Wide Web. The User is required to have the necessary knowledge to use the Internet and the World Wide Web.

C. The User hereby certifies and represents that he or she is a person at least 18 years of age.

D. The Services may not be used by any automated device or automated computational machine and may only be used or accessed through an electronic device under the manual control of User at all times.

## **V. LINKS TO OTHER SITES**

The Site may contain links to third party websites which are not maintained by, or related to LOCAL LABEL. Such third party websites are not under the control of LOCAL LABEL. Please note that LOCAL LABEL is not responsible for the accuracy or content of websites of other providers which may have links from this Site. Accordingly, LOCAL LABEL makes no representation or warranties to you concerning the content of these sites, nor can the fact that LOCAL LABEL has provided a link at this site serve as an endorsement by LOCAL LABEL of this or any other site. In creating hypertext links to any other website, LOCAL LABEL is not recommending that website or giving any assurances as to its standing. LOCAL LABEL is providing a link only as a convenience to you. The inclusion of links is not intended to reflect their importance, nor is it intended to endorse any views expressed, or products or services offered, on these outside sites, or the organizations sponsoring the sites. LOCAL LABEL makes no warranties, explicit or implied, regarding the performance of the links, the performance of outside sites or the contents of the outside sites. ***If you decide to access linked third party websites, you do so at your own risk.***

## **VI. MEMBERSHIP; ETIQUETTE**

### **A. Registration**

LOCAL LABEL requires you to register in order to take full advantage of the information available on this Site. To make your experience easier and more convenient, we will store your registration information for future use. The information we store may include your name, mailing, and e-mail address. We may use the information you provide to electronically send you information related to this Site. Refer to our [Privacy Policy](#) to learn about what information LOCAL LABEL collects and why.

By using the LOCAL LABEL Services and in consideration of your use of the Site as a registered User, you represent and warrant that:

- (a) All registration information you submit is true, accurate, current and complete information;
- (b) You will maintain and promptly update the registration information to keep it true, accurate, current and complete.
- (c) You are 18 years of age or older;
- (d) Your use of the LOCAL LABEL Services does not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current or incomplete, or if LOCAL LABEL has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, including if we believe that you are under 18 years of age, your profile may be deleted and your Membership terminated without warning, and LOCAL LABEL has the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

If you would like to update your registration information, email: [QuestionsComments@locallabel.com](mailto:QuestionsComments@locallabel.com)

**B. Passwords and/or Pin numbers.** When you sign up to become a Member, you will be asked to choose a password/pin number. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another Member at any time or to disclose your password to any third party. You agree to notify LOCAL LABEL immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.

C. Fees. You acknowledge that LOCAL LABEL reserves the right to charge for the LOCAL LABEL Services and to change its fees from time to time in its discretion. If LOCAL LABEL terminates your Membership because you have breached this Agreement, you shall not be entitled to a refund of any unused portion of the subscription fees.

D. Term. This Agreement shall remain in full force and effect while you use LOCAL LABEL Services or are a Member. Your Membership may be terminated at any time in accordance with the procedures found at Section XIV.E. of this Agreement.

E. Street Team --If you volunteer to serve as a member of a LOCAL LABEL Street Team, you understand and hereby acknowledge and agree that you will not receive or be entitled to any compensation of any kind for serving as a Street Team member.

F. E-mail Communications. As a registered member of LOCAL LABEL, you will receive e-mails from LOCAL LABEL unless you choose to opt out of receipt of such emails by notifying LOCAL LABEL by sending us and email: [QuestionsComments@locallabel.com](mailto:QuestionsComments@locallabel.com)

G. Member Disputes. You are solely responsible for your interactions with other [www.locallabel.com](http://www.locallabel.com) members. LOCAL LABEL reserves the right, but has no obligation, to monitor disputes between you and other members.

I. Contests. Members submitting musical content may be entitled to compete for prizes, such as "Band of the Week," via contests conducted through this Site by LOCAL LABEL. Eligibility to participate and/or win prizes requires full compliance with the rules of the contest and the Terms of this Agreement. Any Member may be disqualified from contest participation for violating this Terms of Use Agreement.

J. Music Submissions. Only registered members of locallabel.com may submit their music to this site for posting, downloading by other members, and other uses specified in this Agreement. Click here to use the online [Music and Content Submission Agreement](#) to submit your music to LOCAL LABEL. The Music and Content Submission Agreement is incorporated herein by reference.

K. Content Submissions. Only registered members of locallabel.com may submit their profile or other individual information to locallabel.com for posting.

1. You hereby grant to LOCAL LABEL the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all Content (as Content is defined in the [Music and Content Submission Agreement](#)), remarks, suggestions, ideas, graphics, or other information communicated to LOCAL LABEL through this site (together, the "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. LOCAL LABEL will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future LOCAL LABEL operations. You hereby acknowledge that you understand that you will not be paid any compensation of any kind for any Content or Submission transmitted by you to LOCAL LABEL in connection with your use of this Site. Click here to use the online [Music and Content Submission Agreement](#) to submit your profile to LOCAL LABEL.

2. LOCAL LABEL will treat any personal information that you submit through this site in accordance with its [Privacy Policy](#).

You may not post, send, submit, publish, or transmit in connection with this site any Content that:

- (a) is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, pornographic, indecent, obscene, libelous, threatens or abuses others, stalks, is invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (b) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (c) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, network, hardware or telecommunications equipment;
- (d) does not pertain directly to this site
- (e) seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- (f) violates any law or may be considered to violate any law;
- (g) impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- (h) advertise any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this site;
- (i) amounts to a "pyramid" or similar scheme
- (j) disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site; or
- (k) contains hyperlinks to other sites that contain content that falls within the descriptions set forth above.

3. LOCAL LABEL reserves the right to monitor use of this site to determine compliance with these Terms of Use, as well as the right to remove or refuse any information for any reason.

Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither LOCAL LABEL nor any third party that provides Content to LOCAL LABEL will assume or have any liability for any action or inaction by LOCAL LABEL or such third party with respect to any submission.

Users retain their copyright in the Content they submit and grant LOCAL LABEL the right to post, display, copy, and distribute that Content within the limitations set by the User during the online publishing process.

4. LOCAL LABEL has the right to excerpt User content for use in marketing materials, provided that LOCAL LABEL credits the User and/or the original artists, and to make minor modifications to the Content for technical reasons.

5. LOCAL LABEL and its affiliates provide Services on an "as is" basis.

6. LOCAL LABEL shall make no effort to validate any information provided by the User for use with Services for content, correctness or usability.

Click here to submit your Content to [loccallabel.com](http://loccallabel.com) [Music and Content Submission Agreement](#)

## **VII. TRADEMARKS AND COPYRIGHTS**

A. LOCAL LABEL solely and exclusively owns all intellectual property and other rights, title and interest in and to the LOCAL LABEL Services, which includes all software and documentation, both electronic and printed media, copyrighted material, trade secrets, patent pending material, and other proprietary intellectual property. The Services are proprietary in nature, and they may only be used or accessed as specifically provided for in this Agreement.

B. LOCAL LABEL will have the sole and exclusive right to obtain trademark and copyright registrations, patents and other protection in its intellectual and other proprietary property, therefore, and you will not acquire any right, title or interest therein, under this Agreement or otherwise.

C. The Music and Content Submission Agreement sets forth the trademark grant of rights from you to LOCAL LABEL. [Music and Content Submission Agreement](#)

D. User owns all intellectual property and other rights, title and interest in and to User's Content, exclusive of any licensed Content incorporated into User's Content under permission by any third-party licensor.

E. User hereby warrants and represents that its Content does not infringe any third party copyrights, trademarks or patents.

### **F. Claims of Copyright Infringement.**

You agree not to upload or transmit any communications or content of any type that infringes or violates any rights of any party. It is our policy not to permit materials known by us to be infringing to remain on the site. LOCAL LABEL has made every effort to secure appropriate clearances for all proprietary intellectual properties used on this site. If you believe any material on this site is infringing, please contact us immediately. Pursuant to the Digital Millennium Copyright Act ("DMCA"), we have registered an agent to receive copyright claims ("Designated Agent").

You may notify us of alleged intellectual property rights infringement by contacting our Designated Copyright Agent at: Law Offices of Cheryl L. Slay, LLC, 10451 Mill Run Circle, Suite 400, Owings Mills, MD 21117, 410-356-8813 (tel), 410-356-8814 (fax), [cls@slaylaw.com](mailto:cls@slaylaw.com).

Please be aware that, in order to be effective, your notice of claim must comply with the detailed requirements set forth in the DMCA. You are encouraged to review them (see 17 U.S.C. § 512(c)(3)) before sending your claim.

Upon receipt of notice of claimed infringement, we will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content at issue.

Please do not send any other communications to the Designated Agent, who is appointed solely for the purposes of receiving notices of copyright claims under the DMCA.

## **VIII. CONTENT POSTED**

The material and content accessible from this site, and any other World Wide Web site owned, operated, licensed, or controlled by LOCAL LABEL (the "Content") is the proprietary information of LOCAL LABEL or the party that provided the Content to LOCAL LABEL, and LOCAL LABEL or the party that provided the Content to LOCAL LABEL retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of LOCAL LABEL, except that you may print out a copy of the Content solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly provided in these Terms of Use violates LOCAL LABEL's intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to this site.

All user-specific information provided by User in connection with Services shall be used to provide services and features to the User and to maintain the associated Web Sites. User-specific information provided by User in connection with third party services (i.e., services not provided by LOCAL LABEL but by its Affiliates) through the LOCAL LABEL web sites shall be governed by the privacy policy and other terms of those third party services.

You understand that Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. Users, and not LOCAL LABEL, are entirely responsible for all Content that Users upload, post or otherwise transmit via the Web Site.

### A. All Users agree not to use the Site to:

- 1 Upload, post or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- 2 Harm minors in any way;
- 3 Use "spam," "blast-faxes, or recorded telephone messages to market or sell Content;
- 4 Interfere with the operation of the Web Site via the use of viruses, programs or technology designed to disrupt or damage software or hardware;
- 5 Employ a robot, spider or other process or device to harvest email addresses or other User information or to monitor the activity on the Web Site;
- 6 Transmit or post Content that violates the terms described in the section of this Agreement specifically dedicated to Content.
- 7 Use the site as a dating service
- 8 The resources made available to you through your LOCAL LABEL membership may not be used to impersonate another person or misrepresent authorization to act on behalf of others or LOCAL LABEL.
- 9 All Users shall not attempt to undermine the security or integrity of computing systems or networks of LOCAL LABEL and its Affiliates, or those accessed through or with their product, and must not attempt to gain unauthorized access.

B. Transmission, storage, copying, or modifying any material, including material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets, copyright or any other statute, or other actions by User in violation of any Federal, State or Local regulation is prohibited.



C. LOCAL LABEL shall remove any and all material that it feels is inappropriate or illegal, or offensive, or harmful in any respect. At LOCAL LABEL's discretion, it shall remove content and/or ban Users who violate its policies from the Web Site.

#### **IX. SERVICE RELIABILITY AND WARRANTIES**

A. LOCAL LABEL makes no warranties of any kind, whether express or implied, for the Services.

B. User's use of LOCAL LABEL's Services are at User's sole risk. Neither LOCAL LABEL, its employees, directors, affiliates, agents, third party information providers, merchants, licensors, nor the like, warrant that LOCAL LABEL's Service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Services or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the LOCAL LABEL Services, unless otherwise expressly stated in this Agreement.

C. LOCAL LABEL also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by the User, or viewers and users of User's materials, including loss of data resulting from delays, nondeliveries or service interruptions by any cause or errors or omissions of the Client. Use of any information obtained by way of LOCAL LABEL is at the User's own risk, and LOCAL LABEL specifically denies any responsibility for the accuracy or quality of information obtained through its services.

D. Damages claims against LOCAL LABEL for unavailability of the Services are expressly limited to the pro-rata portion of any monthly charge pre-paid by the User directly to LOCAL LABEL for the period of the system unavailability. "System unavailability" shall be narrowly defined as an unscheduled outage of more than [insert number of] hours, but in no case shall include outages for maintenance, upgrade or repair where Users are provided notice of such outages in advance via e-mail notice to their Services accounts.

E. Under no circumstances will LOCAL LABEL bear any responsibility for any damages arising as a consequence of such unavailability.

#### **X. INDEMNIFICATION**

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD LOCAL LABEL, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, CONTENT PROVIDERS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS (THE "INDEMNIFIED PARTIES") COMPLETELY HARMLESS FROM AND AGAINST ANY BREACH OF THESE TERMS OF USE BY YOU, INCLUDING ANY USE OF CONTENT OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE, AND FROM ALL CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING WITHOUT LIMITATION CLAIMS BASED UPON THE NEGLIGENCE OF LOCAL LABEL, ARISING FROM OR RELATED TO YOUR USE OF THE SITE, THE MATERIALS IT CONTAINS, AND ANY SITES LINKED TO THIS SITE. YOU AGREE TO INDEMNIFY ANY AND ALL RESULTING LOSS, DAMAGES, JUDGMENTS, AWARDS, COSTS, EXPENSES, AND ATTORNEYS' FEES OF THE INDEMNIFIED PARTIES IN CONNECTION THEREWITH.

#### **XI. DISCLAIMERS; DISCLAIMER OF WARRANTIES**

You understand that LOCAL LABEL cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data

input and output, and for maintaining a means external to this site for the reconstruction of any lost data. LOCAL LABEL does not assume any responsibility or risk for your use of the Internet.

The Content is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices provided by LOCAL LABEL. Investors, borrowers, and other persons should use the Content in the same manner as any other educational medium and should not rely on the Content to the exclusion of their own professional judgment. Information obtained by using this site is not exhaustive and does not cover all issues, topics or facts that may be relevant to your goals.

(a) YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LOCAL LABEL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, QUALITY, PERFORMANCE, NON-INTERFERENCE WITH INFORMATION, AND ACCURACY OF INFORMATION PROVIDED HEREUNDER, OUR EFFORTS, OR THE SITE WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS.

(b) LOCAL LABEL MAKES NO WARRANTY THAT:

- i. YOUR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE,
- ii. DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- iii. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, OR
- iv. THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS.

(c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

(d) NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LOCAL LABEL OR THROUGH THIS SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

(e) LOCAL LABEL DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND LOCAL LABEL MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU AND NOT LOCAL LABEL, ASSUME THE ENTIRE COST OF ALL NECESSARY SRVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. LOCAL LABEL MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

(f) LOCAL LABEL is not responsible for any incorrect or inaccurate Content posted on [www.locallabel.com](http://www.locallabel.com) or in connection with the LOCAL LABEL Services, whether caused by Users of the website or Services or by any of the equipment or programming associated with or utilized in the LOCAL LABEL Services. Profiles created and posted by Members may contain links to other websites.

Please refer to the [Linking Policy](#) found at Section V of these Terms of Use:

(g) LOCAL LABEL does not take any responsibility for the goods or services provided by locallabel.com advertisers.

## **XII. LIMITATIONS AND EXCLUSIONS OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT LOCAL LABEL, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, ACTUAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUE, INCOME OR PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES EVEN IF LOCAL LABEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM:

- (a) THE USE OR THE INABILITY TO USE THE SITE;
- (b) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- (c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR
- (d) ANY OTHER MATTER RELATING TO THE SITE

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF LOCAL LABEL AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO LOCAL LABEL FOR THE SERVICE OUT OF WHICH THE LIABILITY AROSE.

IF YOU ARE DISSATISFIED WITH THE SITE, OR ANY OF THE INFORMATION CONTAINED THEREON, OR REFUSE TO ABIDE BY THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE. NOTWITHSTANDING THE FOREGOING, LOCAL LABEL'S LIABILITY TO YOU SHALL BE LIMITED IN ALL INSTANCES TO THE SUM OF PAYMENTS MADE FOR PRODUCTS PURCHASED THROUGH THIS SITE, BUT IN NO CASE SHALL SUCH AMOUNT EXCEED \$100.00. YOU FURTHER AGREE NOT TO JOIN IN ANY LAWSUIT WITH ANOTHER PERSON OR SERVE AS A CLASS REPRESENTATIVE OF ANY CLASS ACTION LAWSUIT AGAINST LOCAL LABEL ARISING OUT OF THE USE OF THE SITE.

LOCAL LABEL SHALL NOT BE HELD LIABLE FOR ANY REPRESENTATIONS ON THIRD PARTY SITES IN RELATION TO THE INFORMATION PROVIDED IN THIS SITE.

## **XIII. SECURITY**

You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, LOCAL LABEL reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. LOCAL LABEL reserves the right to investigate suspected violations of these Terms of Use.

LOCAL LABEL reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing LOCAL LABEL to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. **BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS LOCAL LABEL FROM ANY ACTION TAKEN BY LOCAL LABEL DURING OR**

**AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER LOCAL LABEL OR LAW ENFORCEMENT AUTHORITIES.**

#### **XIV. MISCELLANEOUS PROVISIONS**

##### **A. Modification**

LOCAL LABEL may update, revise, supplement, modify or amend this Agreement at any time. Any updates, revisions, supplements, modifications or amendments shall be effective immediately upon its posting on the Site. You agree that you will be bound by this Agreement, however and whenever it is updated, revised, supplemented, modified, or amended, whether you have actual or constructive notice of, and whether you have used or continue to use the Site after, the updates, revisions, supplements, modifications or amendments.

##### **B. Entire Agreement**

This Agreement constitutes the entire agreement between you and LOCAL LABEL with respect to your use of the Site. There are no other representations, warranties, terms, agreements or conditions, either written or oral, with respect to your use of the Site except as set forth in this Agreement, and there has been no reliance by you upon any such representations, warranties, terms, agreements or conditions.

##### **C. Severability**

If any provision of this Agreement is deemed unlawful, void, voidable or unenforceable for any reason, then that provision shall be deemed severable from this Agreement and shall not affect the validity or enforceability of any remaining provisions.

##### **D. Governing Law and Venue**

This Agreement, the entire relationship between you and LOCAL LABEL, and any litigation or other legal proceeding between you and LOCAL LABEL (whether grounded in tort, contract, statute, law or equity) shall be governed by and construed in accordance with the laws of the United States of America and the laws of the State of Maryland, without giving effect to its choice of law rules and notwithstanding any principles of conflicts of law.

This contract is fully performable in Maryland. You specifically consent to personal jurisdiction in Maryland in connection with any dispute or litigation between you and LOCAL LABEL arising out of these Terms of Use or pertaining to the subject matter hereof. The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use or pertaining to the subject matter of these Terms of Use will be the state and federal courts in Maryland. You hereby irrevocably and unconditionally consent to the jurisdiction of any such court and hereby irrevocably and unconditionally waive any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding, and any right of jurisdiction on account of the place of residence or domicile of any party thereto.

##### **E. Termination**

A. This Service may be terminated by either party, without cause, by giving the other party thirty (30) days written notice.

B. Notwithstanding the above, LOCAL LABEL may terminate Services at any time, without penalty and without notice, if the User fails to comply with any of the terms of this Agreement or the intellectual property protections applicable to these Services. LOCAL LABEL

may also seek legal prosecution of any violations of law or this Agreement, and User is subject to the personal jurisdiction in the forum designated in this Agreement.

C. In its sole and absolute discretion, with or without notice to you, LOCAL LABEL may (i) suspend or terminate your use of the LOCAL LABEL Services or (ii) terminate your account with written notice of the reason for such termination if thirty (30) days written notice is not provided.

D. Upon notice of termination of Services by LOCAL LABEL to User via contact e-mail to User's Services account and contact e-mail account provided in User's personal information, or voluntary termination of service by User, LOCAL LABEL has the right to delete all data, files, or other information that is stored in the User's account for any reason.

E. When you choose to delete your Content from [www.locallabel.com](http://www.locallabel.com), it will no longer be available or visible to other visitors. If your Content has never been downloaded or used in a collaborative project, you can delete it from your Store. The exceptions to your ability to remove Content are as follows:

- 1 Content that you have granted permission to other Users to incorporate into collaborative projects. If Content has been incorporated into another work for downloading on [www.locallabel.com](http://www.locallabel.com), then the derivative work remains available even when the original work is retired.
- 2 Content retained in our archives to the extent required by our data backup systems.
- 3 Content that has been used in another project may still be deleted, but that Content will continue to appear in your Store.
- 4 Content that you have made available for download in electronic formats may also remain available on the Web Site to Users who have downloaded that Content.

LOCAL LABEL may terminate your right to use this Site, with or without cause at any time in its sole discretion, including, without limitation, your violation of this Agreement, failure to provide accurate registration data, and lack of use. In the event of termination, all representations, warranties, indemnifications, and promises made by you shall survive.

#### **F. Assignment**

This Agreement will be binding upon each party hereto and its successors and permitted assigns. This Agreement will not be assignable or transferable by you.

#### **G. Waiver**

No failure or delay by a party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement.

#### **H. Independent Contractors**

You and LOCAL LABEL are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement.

#### **I. Taxation**

User takes full responsibility for all taxes and fees of any nature associated with Services used or products purchased.

## **J. Contact Information**

If you have a comment, question or request, or if you need to contact LOCAL LABEL for any other reason, you may do so by the below email address:

- (a) *E-mail:* You can e-mail us at: [QuestionsComments@locallabel.com](mailto:QuestionsComments@locallabel.com)

## **K. Notices**

All notices required or permitted to be given under this Agreement shall be in writing and delivered to the other party by any of the following methods: (i) hand delivery; (ii) certified U.S. mail, return receipt requested, postage prepaid; (iii) overnight courier, or (iv) electronic mail. If you give notice to LOCAL LABEL, you must use the address first set forth above or the following e-mail address: [insert email address] If LOCAL LABEL provides notice to you, LOCAL LABEL must use the contact information provided by you to LOCAL LABEL. All notices will be deemed received as follows: (i) if by hand-delivery, on the date of delivery; (ii) if by delivery by U.S. mail, on the date of receipt appearing on the return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service; or (iv) if by electronic mail, 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated.

## **L. Other**

This Agreement is accepted upon your use of the [www.locallabel.com](http://www.locallabel.com) website or any of the LOCAL LABEL Services and is further affirmed by you becoming a Member.

## **M. Advice of Counsel Acknowledged**

**By consenting to the terms of this agreement you hereby represent, acknowledge, and agree that you have carefully read this entire agreement, including links to policies incorporated herein, that you understand its contents, and that you have had an opportunity to seek independent legal advice with respect to the review and advisability of entering into this Agreement, and have either done so or chosen not to seek such counsel.**

BY CLICKING ON THE "I AGREE" BUTTON, I REPRESENT THAT I AM OVER THE AGE OF 18, HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT, HAVE READ THE ABOVE AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.