

Welcome to the Collabra Music Web Site (the "Site"). In order to complete registration, Users of the Site ("Users") must indicate that they have read and agreed to the Terms of Use. **Please read these Terms of Use carefully.**

By accessing or using the Site you signify that you have read, understand and agree to be bound by these Terms of Use, whether or not you are a registered User of the Site. Collabra Innovations, LLC("Collabra") reserves the right, in its sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without notice; any such change, modification, addition or deletion will be effective when it is posted on the Site.

Files Exchanged via Projects

Site Users exchange audio files using the Collabra Music Project ("Project") interface in order to collaborate and create new work products. Collabra believes strongly in the right of individuals to maintain control over their creative work-products.

Project terms including the exchange of files and any fees associated with transactions are generated and agreed to by the Users participating in a given project. Collabra does not claim any rights, other than those listed below, to or in the files that are uploaded and exchanged for legitimate collaborative purposes or to or in the product(s) of that collaboration. Collabra is not responsible for the outcome of project collaboration. Collabra actively encourages Users to discuss in projects with other project members the terms of their work and protections relating to their work so that the Collabra Music community continues to be one of honest and fair collaboration.

All Users must comply with all applicable national and international copyright and similar laws and must not infringe on the rights of others. Note however, that Collabra does not monitor in any manner whether Users are complying with those laws or honoring those rights, and Collabra is not responsible for protecting the copyright, license or other similar rights of any User.

Users agree not to use the Collabra Music Project interface to exchange files or content that is copyrighted by parties other than the Users exchanging files or content in that project or that is otherwise illegally transferred. Collabra reserves the right to suspend or otherwise terminate file or content exchanges it believes infringe on rights of others under copyright law or other applicable law.

An individual's right to his or her original, creative content is important to Collabra. Collabra believes strongly in the right of musicians and other creative professionals to protect their work. Please see the section titled "Copyright Complaints" if you believe that audio or other material has been uploaded or downloaded illegally using the Site.

By uploading files to projects and to other publicly accessible areas of the Site (including Profiles), you grant Collabra worldwide, royalty-free and for payment of no compensation of any kind, a non-exclusive perpetual license(s) to use for public performance such content on the Site in connection with the Site, the operation of the Site and in connection with Collabra's business. This license exists for as long as Collabra retains such content on the Site. **Collabra does not claim any rights to a User's music other than the right to use it for public performance on the Site and the rights set forth above.**

You agree to indemnify and hold Collabra, its subsidiaries and affiliates, and each of their owners, directors, officers, agents, contractors, partners, joint venturers and employees, harmless from and against any loss, liability, claim, or demand, including reasonable attorney's fees, arising out of any claim, action, investigation or proceeding made or instituted by any third party based on copyright infringement due to or arising out of your use of the Site (including, but not limited to, the Services, User visits to or use of the Site) in violation of these Terms of Use or your violation of any law or the rights of a third party.

Copyright Complaints

Collabra respects authors' and content holders' rights. Therefore, it is Collabra's policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (the "DMCA"). Collabra may promptly

terminate without notice any User's access to the Site if that User is determined by Collabra to have infringed the rights of copyright holders.

If you believe that any material on the Site violates any copyright or similar right which you own or control, you may send a written notification of such infringement to our Designated Agent as set forth below:

Name of Agent Designated to Receive Notification of Claimed Infringement: Ariel Caplan

Full Address of Designated Agent to Which Notification Should be sent: 201 E. Main St. #305

E-Mail Address of Designated Agent: acaplan@collabramusic.com

To meet the notice requirements under the DMCA, the notification must consist of a written communication that includes the following:

A. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

B. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

C. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

D. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;

E. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and

F. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Maintaining the Integrity of the Community

Collabra believes that the Site should be a positive, creative environment for creation, connection, and collaboration among its Users.

Collabra reserves the right without prior notice to affected Users to remove material (including, but not limited to photos, text, files, User submissions, User profiles, and User accounts) from the Site because it is harmful, threatening, abusive, harassing, vulgar, obscene, hateful, pornographic, libelous or otherwise deemed, in the sole discretion of Collabra, to be objectionable or incompatible with these Terms of Use and/or the goals of the Site.

Users' Agreement not to use the Site for certain purposes:

Users agree not to use the Site to upload, post, email, transmit or otherwise make available any content that Collabra, in its sole discretion, deems to be harmful, threatening, abusive, harassing, vulgar, obscene, hateful, pornographic, libelous, or otherwise objectionable; upload any content that infringes upon any patent, trademark, trade secret, copyright or other proprietary rights of any party, or User Submissions that Users do not have a right to make available under applicable law or any contractual or fiduciary relationships; impersonate any person or entity, or falsely state or otherwise misrepresent themselves or their affiliation with any person or entity; upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or commercial solicitation, except for the placement of Collabra Music advertisements using the Collabra Music Advertising System, the legitimate and lawful solicitation of collaborative partners, or the legitimate promotion of musical or other related creative talent as

determined by Collabra, in its sole discretion; send unsolicited email advertisements to the Site User email addresses; upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; intimidate or harass another User; or, use or attempt to use another User's account, service or system without prior written authorization from Collabra Innovations, LLC, or create a false identity on the Site.

Privacy

Collabra takes the privacy of the Site Users very seriously. Collabra does not share personal identifying information (including information Users enter as part of their Profiles) without prior written consent from Users. Collabra does not share personal User information with marketers or advertisers; however, Collabra may do so in the aggregate without making reference to or identifying individual Users or their contact information.

An important part of the Site is the informational profiles Users receive upon registration. Users can choose what information they would like to make public by adding it to their Profiles, and such information will be visible to other Users of the Site.

Users agree not to share, syndicate, reproduce, or otherwise disseminate the information from another User's Profile or other information exchanged via communication facilitated by the Site without the express written consent of that User.

Users are not licensed to add other Site Users, even a User who has collaborated with them, to their mail list (email or physical mail) without that other User's express written consent. Users may not use our communication tools to send spam or otherwise send content that would violate these Terms of Use.

Collabra may disclose information about the Site Users if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process. Collabra may also disclose information about the Site Users to law enforcement officers or others in the good faith belief that such disclosure is reasonably necessary to enforce our Terms of Use, respond to claims that any posting or other User Submission violates the rights of third-parties, or to protect the rights, property, or personal safety of Collabra, its owners, officers, directors, agents, subsidiaries, joint venturers or employees, the Site, its Users or the general public.

Although Collabra makes good faith efforts to store information in a secure operating environment not available to the public, Collabra cannot guarantee complete security. Collabra disclaims liability for unintentional security breaches.

Membership

Registration with Collabra Music is free of charge. Increased functionality, available through paid memberships or a la carte additional services may be made available on a monthly or annual basis, and are only available on an automatically renewing basis. Purchasers of memberships are notified by e-mail prior to the annual automatic renewal of the paid membership. Such notification emails will be sent approximately thirty (30) days prior to the applicable member's automatic renewal date. Collabra will automatically charge the applicable member's payment card for an auto-renewing membership unless such member cancels his/her membership by logging in with the username and password to the applicable member's User account, and then selecting the "My Account" page and selecting the "cancel membership" button. If payments cannot be charged to a credit card or are otherwise incomplete or not made for any reason, Collabra, in its sole discretion and without prior notice, reserves the right either to suspend or terminate access to a purchaser's account. Paid memberships include the features and benefits described at <http://www.Collabramusic.com/memberships>. Collabra, in its sole discretion and without prior notice, reserves the right to add, remove, or make modifications to the features included in particular memberships at any time, including the right to adjust storage limits associated with different classes of membership. Collabra agrees to

terminate memberships upon receipt of termination notification from members/purchasers in the Account Settings area of the Site, but paid memberships are non-refundable.

Users are responsible for maintaining the confidentiality of account and password information and agree to accept responsibility for all activities that occur under the User's account or password.

Purchases; Access to Special Offers; Other Terms and Conditions

The Site offers Users the opportunity to purchase goods and services and participate in special offers. In order to make any such purchases and/or participate in any such special offers, a User must register as a Member of Collabra Music. All purchases are non-refundable. Collabra is not responsible for the provision or performance of goods and services provided by third-parties through the Site or the quality of those goods and services. Users must look to those third-parties regarding any complaints or concerns relative to those goods and services. Additional terms and conditions may apply to purchases of goods or services, special offers and to specific portions or features of the Site, including contests, promotions or other similar features, all of which terms are made a part of these Terms of Use by this reference. User agrees to abide by such other terms and conditions, including where applicable representing that User is of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to User use of that portion of the Site or the specific service.

Children Under Age 13

Children under age 13 are not permitted to register for the Site. Collabra does not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register for the Site. If users are under 13, please do not register for the Site or send any information about user to Collabra, including user's name, address, telephone number, or email address. No one under age 13 is allowed to provide any personal information to or on the Site. In the event that Collabra learns that it has collected personal information from a child under age 13, without verification of parental consent, Collabra will delete that information as quickly as possible. If Users and/or users believe that Collabra might have any information from or about a child under 13, please contact us at support@Collabramusic.com.

Children Between the Ages of 13 and 18

Collabra recommends that minors over the age of 13 ask their parents for permission before sending any information about themselves to anyone over the Internet.

User Disputes

Users of the Site are solely responsible for their interactions with other Site Users, including those they collaborate with via project activity, Clip exchange, or other communication and/or file exchange, whether on or off the Site. The Site enables Users to apply terms ("User Terms") to their work in particular projects. Users of the Site are solely responsible for Terms they apply to their membership in projects on the Site. Collabra is not responsible for enforcing Terms or arbitrating, hearing or settling disputes over User Terms that may arise between Users. Collabra reserves the right, but has no obligation, to monitor disputes between Users of the Site.

Proprietary Rights

All material on the Site (excluding User Submissions) including, but not limited to, design, text, graphics, other files, and their selection and arrangement (the "Material") is the sole property of Collabra. All rights are reserved. No Material may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the prior written consent of Collabra.

All trademarks, logos, trade dress and service marks on the Site are either trademarks or registered trademarks of Collabra and may not be copied, imitated, or used, in whole or in part, without the prior written consent of Collabra.

Links to Other Websites

The Site contains links to other web sites. Collabra has not reviewed all of these web sites and is not responsible for the content, accuracy or opinions expressed in such other web sites, and such other web sites are not investigated, monitored or checked by Collabra for content, accuracy or completeness. Inclusion of any linked web site on or through the Site does not imply Collabra's approval or endorsement of the linked web site. Without limiting the generality of the foregoing, links to retailers or advertisers are owned and operated by independent (i.e., not associated with Collabra) retailers or service providers, and therefore, Collabra cannot and does not ensure that Users will be satisfied with the products, services or practices of those retailers or service providers. If Users decide to leave the Site and access these other third-party sites, they do so at their own risk.

Disclaimers

Collabra is not responsible for any incorrect or inaccurate content on the Site, User Submission or any other User-generated material posted on the Site or in connection with the Site, whether posted or caused by Users of the Site, or by any of the equipment or programming associated with or utilized in the Site. Collabra is not responsible for the conduct, whether online or offline, of any User of the Site. The Site may be temporarily unavailable from time to time for maintenance or other reasons. Collabra assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, unauthorized access to, or alteration of User communications. Collabra is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any web site or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Site. Under no circumstances will Collabra be responsible for any loss or damage, including, but not limited to, personal injury or death, resulting from anyone's use or viewing of the Site, any User Submissions or any other User-generated material posted on or through the Site or transmitted to Users, or any interactions between Users of the Site, whether online or offline.

THE SITE, ITS CONTENT, USER SUBMISSIONS AND ANY USER-GENERATED MATERIAL ARE PROVIDED "AS-IS" WITHOUT WARRANTIES OF ANY KIND AND COLLABRA DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. COLLABRA CANNOT PROMISE OR GUARANTEE AND DOES NOT PROMISE OR GUARANTEE ANY SPECIFIC RESULTS FROM USE OF THE SITE.

Applicable law may not allow exclusion of certain or all implied warranties, so the foregoing may not apply to you in some respects.

Limitation on Liability

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, IN NO EVENT WILL COLLABRA BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE, EVEN IF COLLABRA IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COLLABRA'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF: (A) THE AMOUNT PAID, IF ANY,

BY YOU TO COLLABRA
FOR THE SERVICE DURING THE TERM OF MEMBERSHIP; AND (B) ONE HUNDRED DOLLARS (\$100).

USERS WILL NOT HOLD COLLABRA RESPONSIBLE FOR OTHER USERS' ACTIONS OR INACTIONS, INCLUDING FILES UPLOADED TO THE SITE. YOU ACKNOWLEDGE THAT THE SITE IS A VENUE TO ALLOW THE EXCHANGE AND SALE OF AUDIO FILES FOR THE PURPOSES OF COLLABORATION. COLLABRA ACTS AS A FACILITATOR FOR TRANSACTION BETWEEN BUYERS AND SELLERS OF FILES EXCHANGED USING THE SITE PROJECT INTERFACE. COLLABRA HAS LIMITED CONTROL OVER, DOES NOT GUARANTEE, AND DISCLAIMS ANY AND ALL LIABILITY FOR THE QUALITY OF SERVICES ADVERTISED OR FILES EXCHANGED, THE TRUTH OR ACCURACY OF PROFILES OR OFFERS FOR SERVICE, THE ABILITY OF BUYERS TO PAY FOR FILES EXCHANGED, THE TERMS OF AGREEMENT AND ALL CONSEQUENCES THEREOF BETWEEN BUYERS AND SELLERS, OR THAT A BUYER OR SELLER WILL ACTUALLY COMPLETE A TRANSACTION.

WE ARE NOT LIABLE FOR ANY LOSS OF MONEY, GOODWILL, OR REPUTATION, OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF THE SITE.

IF YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU RELEASE COLLABRA (AND ITS OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

CERTAIN LAWS AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Governing Law and Venue

By visiting or using the Site, Users agree that the laws of the United States of America and the State of New York, without regard to conflicts of laws principles, will govern these Terms of Use and any dispute of any sort that might arise between you and Collabra or any of its affiliates. Any legal action or proceeding related to this Site (including, but not limited to, User visits to or use of the Site) shall be brought exclusively in a federal or state court of competent jurisdiction sitting in New York. To the extent you might have in any manner violated or threaten to violate Collabra or any of its affiliates' proprietary or intellectual property rights, Collabra may seek injunctive or other appropriate relief in any state or federal court of competent jurisdiction. For the purpose of such relief, you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, non-exclusive venue and jurisdiction in the state and federal courts of New York.

Any claim, action or proceeding by you related in any way to the Site and/or the Service (including your visit to or use of the Site and/or the Service) must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

Indemnity

You agree to indemnify and hold Collabra, its subsidiaries and affiliates, and each of their owners, directors, officers, agents, contractors, partners, joint ventures and employees, harmless from and against any loss, liability, claim, or demand, including reasonable attorney's fees, arising out of any claim, action, investigation or proceeding made or

instituted by any third party due to or arising out of your use of the Site (including, but not limited, the Services, User visits to or use of the Site) in violation of these Terms of Use or your violation of any law or the rights of a third party.

Other

These Terms of Use, together with any other policies of Collabra posted by it on the Site, constitute the entire agreement between you and Collabra regarding the use of the Site, superseding any prior agreements between you and Collabra relating to your use of the Site. The failure of Collabra to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. Collabra reserves the right to make changes to the Site, policies, and these Terms of Use at any time. Changes take effect when they are posted on the Site. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

The Site and its contents are intended to comply with the laws and regulations in the United States. Other countries and jurisdiction may have laws, and regulatory requirements that differ from those in the United States. Any content, offer or service on the Site is void where prohibited.

Termination of Service

You agree that Collabra, in its sole discretion and without prior notice, has the right but not the obligation to delete or deactivate your Site account, block your email or IP address, or otherwise terminate your access to or use of the Site (or any part thereof), immediately and without notice, and remove and discard any User Submissions within the Site, for any reason, including, without limitation, if Collabra believes that you have acted inconsistently with these Terms of Use. Further, you agree that Collabra shall not be liable to you or any third-party for any of the foregoing actions or for termination of your access to the Site. Further, you agree not to attempt to use the Site after said termination.

Without limiting the foregoing, in accordance with the DMCA and other applicable law, Collabra has adopted a policy of terminating, in appropriate circumstances and in the sole discretion of Collabra, Users who are deemed to be repeat infringers of intellectual property rights. Collabra may also, at its sole discretion and without prior notice, limit access to the Site and/or terminate the memberships of any Users who, in the judgment of Collabra, infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Questions and Feedback

We welcome your questions and feedback. Please visit our Help page for more information, or contact us at support@Collabramusic.com.

Definitions of certain terms used in these Terms of Use

“Collabra” or “Collabra Innovations, LLC” – A limited liability company organized in the State of Kentucky, the owner and operator of the Site.

“Profile” – The online identify template that a Site User receives with registration and can populate with personal information according to these Terms.

“Project” – A collaborative transaction (labeled a “project”) initiated by a Site User using the project section of the Site.

“Site” – The web site located at www.Collabramusic.com and all of its various sub-domains.

“User Terms” – agreements made between members in a Collabra Music Project using the interface provided by the Site to define Price, Project Due Date, Instructions, and Final File Type.

“User(s)” – Individuals who visit the Site and do not register; individuals who register with the Site and become free members; and, individuals who register with the Site and purchase paid memberships.

“User Submissions” – includes files uploaded by Users to the Site for all legitimate purposes enabled by the Site, and files uploaded by Users to Profiles (including User photos, sample music, and other media the Site may accept as part of the Profile). Collabra Innovations, LLC DOES NOT claim any ownership rights to User Submissions.