

REGISTERED USER AGREEMENT

ANY USE OF MAVARU, LLC'S WEBSITE, LOCATED AT WWW.MAVARU.COM (AND/OR OTHER WEBSITES OWNED AND/OR CONTROLLED BY MAVARU, LLC AS WELL AS VIA WEB PROPERTIES (INCLUDING, WITHOUT LIMITATION, WIDGETS, WEB GADGETS, HTML LINKS, ETC.) THAT CAN BE ACCESSED BY USERS VIA THIRD-PARTY WEBSITES AND ANY SUCCESSOR THERETO (COLLECTIVELY, THE "WEBSITE") OR ANY VIEWING OR DOWNLOADING OF CONTENT THEREFROM, AND ANY REGISTRATION FOR, OR USE OF, THE CONTENT SERVICES (AS DEFINED BELOW), IS SUBJECT TO THE FOLLOWING REGISTERED USER AGREEMENT, THE PRIVACY POLICY AND DMCA POLICY, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE. BY VIEWING, USING OR DOWNLOADING CONTENT (AS DEFINED BELOW), OR BY REGISTERING FOR, OR USING, THE CONTENT SERVICES OR THE WEBSITE, YOU ARE REPRESENTING AND WARRANTING THAT YOU HAVE READ AND UNDERSTOOD, AND ARE CAPABLE OF ABIDING BY, AND AGREE TO BE BOUND BY, THIS AGREEMENT AND THE POLICIES WITHOUT MODIFICATION. IF YOU HAVE NOT READ AND UNDERSTOOD THIS AGREEMENT AND THE POLICIES, OR IF YOU ARE NOT CAPABLE OF AGREEING, OR DO NOT AGREE, TO BE BOUND BY THIS AGREEMENT AND THE POLICIES WITHOUT MODIFICATION, YOU MUST REFRAIN FROM FURTHER VIEWING, USE OF OR DOWNLOADING OF CONTENT FROM THE WEBSITE, AND MUST NOT REGISTER FOR OR USE ANY OF THE CONTENT SERVICES.

Generally - The above and all of the below terms and conditions, along with the Privacy Policy and Copyright Policy, which are incorporated herein by reference, constitute a contract (collectively, the "**Agreement**") between you and Mavaru, LLC, a Georgia limited liability company ("**Mavaru**"), concerning your: (i) use of the Website; and (ii) viewing, downloading and using the music, images, text and any and all other material, information and data (collectively, the "**Content**") made available via services available on the Website (the "**Content Services**").

Age Restriction – The Website, Content and Content Services are not intended for consumption or use by anyone under the age of 13. BY USING OR DOWNLOADING CONTENT FROM THE WEBSITE, OR BY REGISTERING FOR OR USING ANY OF THE CONTENT SERVICES, YOU ARE REPRESENTING AND WARRANTING THAT YOU ARE AT LEAST 13 YEARS OF AGE, AND THAT YOU WILL NOT, UNDER ANY CIRCUMSTANCE, PERMIT ANYONE UNDER THE AGE OF 13 TO USE OR DOWNLOAD CONTENT OR OTHER MATERIALS FROM THE WEBSITE, OR TO USE THE CONTENT SERVICES.

Changes – Mavaru may, at any time, in its sole discretion and without further notice, change this Agreement, the Website, the Content, the Content Services or any other materials, features or services located on or made available by means of the Website, or discontinue or limit certain or all of the Content or Content Services or add additional terms and conditions regarding an existing or new User Service (a "**Change**"). You agree that neither Mavaru nor any of its licensors or contractors will under any circumstance be held liable to you or any third party for a Change. Mavaru encourages you to regularly review this Agreement, the Website, the Content and the Content

Services for Changes. BY CONTINUING TO USE THE WEBSITE OR CONTENT SERVICES AFTER A CHANGE, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE CHANGE WITHOUT MODIFICATION. IF YOU DO NOT AGREE TO, OR CANNOT COMPLY WITH, A CHANGE WITHOUT MODIFICATION, YOUR EXCLUSIVE REMEDY IS TO TERMINATE THIS AGREEMENT PURSUANT TO AND AS STATED IN THE TERMINATION SECTION, BELOW.

Registration for Content Services; Customer Support

Registration Information – To register for the Content Services, go to Mavaru’s registration page and provide the requested information (e.g., your name and address, email address, age, account information for a credit card in your name, etc.) (“**Registration Information**”). You represent and warrant that your Registration Information will be complete and accurate, and that you will update your Registration Information in the User Dashboard section of the Website, as necessary, to maintain its completeness and accuracy.

YOUR PERSONAL INFORMATION - AS AN EXPRESS CONDITION PRECEDENT TO YOUR USE OF THE CONTENT SERVICES OR DOWNLOADING ANY CONTENT YOU WILL BE REQUIRED TO PROVIDE CERTAIN PERSONAL INFORMATION TO RELEVANT ARTISTS, SUCH AS YOUR E-MAIL ADDRESS, COUNTRY OF RESIDENCE, FIRST NAME, LAST NAME, CITY, STATE, DATE OF BIRTH, GENDER AND ZIP/POSTAL CODE (“IDENTIFIED INFORMATION”). YOU ACKNOWLEDGE THAT MAVARU HAS NO CONTROL OVER THE USE OF THE IDENTIFIED INFORMATION BY THE ARTISTS, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT MAVARU SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE ARTISTS' USE OF SUCH IDENTIFIED INFORMATION.

Credit Card/Bank Account Information – You represent and warrant that the credit card for which you submit account information during or in connection with the registration process is in your name, and that you are authorized to use such credit card for all purposes required under this Agreement. In the event that you permit another person to use your User Name or Password (all as defined below, and collectively “**Access Information**”), resulting in the posting of charges to such credit card, you will be responsible for such charges to the same extent as if you had effected the transactions resulting in such charges yourself.

User Name and Password; Sharing of Access Information – When you register for the Content Services, you will be asked to supply a unique User name (“**User Name**”) and corresponding password (“**Password**”), which you may sometimes be required to input in connection with accessing the Content Services. You will be responsible for all activity conducted under your Access Information, and for all related charges. You represent and warrant that that you will guard and protect your Access Information, and will not share or permit anyone else to use your Access Information. You further represent and warrant that, upon learning of any use by anyone else of your Access Information, or of any loss

or other misuse of your Access Information, you will immediately notify Mavaru of such use, loss or misuse. In the event that you permit another person to use your Access Information, you will be responsible for all actions by that person in connection with such use, to the same extent as if you had taken such actions yourself or in concert with that other person.

Territory – The Content Services are available only to persons residing in the United States, including its territories and possessions (“**Territory**”). By registering for the Content Services, you represent and warrant that you are a resident of the Territory at the address you provide as part of your Registration Information, and that you will not use the Content Services while outside the Territory. Certain of the Content Services may not be available in all portions of the Territory. If you are in doubt as to the availability of particular Content in your location of residence, check the particular terms concerning the use of that Content, as available through the Website or from Mavaru Customer Support.

Usage Rules – Your rights to download or otherwise access, and to listen to, view or read, as the case may be (“**Use**”), the Content are limited by the terms of this Agreement and by copyright and other intellectual property laws (collectively, “**Usage Rules**”). The Usage Rules govern your ability to Use the Content, regardless of whether other, different terms or limitations govern the use of identical materials if purchased or licensed from other sources. By registering for the Content Services, you agree to, and represent and warrant that you will, comply with the Usage Rules. Any attempt by you to Use the Content other than in accordance with the Usage Rules will violate this Agreement, as well as applicable copyright and other intellectual property laws. Mavaru may, at any time, in its sole discretion and without further notice, modify the Usage Rules. By registering for the Content Services, you also agree to permit Mavaru, for its own benefit and for the benefit of its licensors and contractors, to monitor your usage of Content and otherwise to enforce the Usage Rules.

Email, Text-Based and Other Notification – Mavaru may, from time to time and in its sole discretion, send you notices concerning the Content Services to the email address or postal address submitted as part of your Registration Information. Such notices will be considered effective as of the date and time that they are sent or, in the case of posted mail, three days after they are sent. Mavaru, its licensors and its contractors may also, by means of email provide you with information in connection with the Content Services. Such information may include commercial advertisements and other announcements that Mavaru considers of interest to you. You agree to receive such information, and not to block or otherwise attempt to interfere with Mavaru’s attempts to send you such information. Except as expressly provided in this Agreement, all notices to Mavaru must be sent by means of posted mail to support@mavaru.com.

Customer Support – You should direct all questions, comments or concerns regarding the Content Services, except as otherwise stated in this Agreement, to Mavaru Customer Support at support@mavaru.com.

Content Purchases; Limitations on Use

Purchase Defined – To “**Purchase**” Content, as used in this Agreement, means to buy (including for zero dollars) a license to Use that Content in accordance with the Usage Rules. When you Purchase Content, you will not receive any other rights to such Content, all other rights, title and interest in and to which will remain with Mavaru, its licensors and its contractors (as applicable).

Usage Rules Governing Particular Content: The following Usage Rules govern your Use of Content that you Purchase in connection with the Content Services. If you are in doubt as to the Usage Rules governing particular Content, check the Website or contact Mavaru Customer Support.

- *Permanent Music Downloads:* When you Purchase a musical sound recording (“**Recording**”), whether a single track or an entire album, you will be entitled to permanently download that Content to your computer. Prior to Purchasing a Recording, you may be able to sample that Recording by means of an audio stream to your computer. Some Recordings may be accompanied by graphics and other information that will be displayed on your computer when you Use the Recording. You may not Use a Recording as a ringtone or ring back-tone.
- *Downloadable Non-Music Content:* When you Purchase a screensaver, wallpaper or other graphic (including, without limitation, album artwork), downloadable audio, visual, or audiovisual content other than a Recording, you will be entitled to download that downloadable Content to your computer Device, and to Use that downloadable Content on that computer. Prior to Purchasing downloadable Content, you may be able to sample that downloadable Content by means of your computer.

Bundled Content – Mavaru may make certain Content available on a bundled basis (“**Bundled Content**”). Your rights to use the individual items of Content comprising Bundled Content will be the same as if you had purchased those individual items of Content separately.

Limitations – The Content Services and Content (including, for avoidance of doubt, without limitation, the Recordings) are provided for your personal use only. You agree, represent and warrant that you will not: (i) make any commercial use, whether by sublicense, resale or otherwise, of the Content or Content Services; (ii) download, reproduce, modify, display, perform, transfer, transmit or re-transmit, broadcast or re-broadcast, distribute or re-distribute, or otherwise use the Content other than in accordance with the Usage Rules; (iii) reverse engineer, decrypt, break or otherwise alter, interfere with, or attempt to circumvent, any software, device or other technological measure, including without limitation the security framework incorporated into the Website, intended to control access to or to protect the Content or Content Services, or otherwise to implement or enforce the Usage Rules; (iv) interfere with, or attempt to interfere with, the operation, use or enjoyment of the Content or Content Services by others; (v) tamper or interfere with, use other than as permitted by this Agreement, or otherwise attempt to gain unauthorized access to, any server or other computer system or network, whether owned by Mavaru or others, used to provide or otherwise related to the

Content or Content Services; or (vi) authorize, assist or encourage others to do any of the activities prohibited of you by (i) through (v) above. You agree to immediately notify Mavaru of any activities, by you or others, in violation of this section. You shall not sell, license, rent or otherwise exploit any content for commercial use or in any way that violates this Agreement or any third party right.

No Reinstallations – In the event that you lose access to Content you have Purchased, regardless of the reason for such loss, including without limitation the failure of your computer, Mavaru will not be required to make such Content available to you free of charge, although Mavaru may, in its sole discretion, make commercially reasonable efforts to do so.

Expiration of Rights – Mavaru’s rights to license to you certain Content may expire or may be changed, at any time and without notice. In such event, Mavaru will not extend your rights to such Content, and will not provide any reimbursement of any fees (as defined below) or other amounts paid to Mavaru in connection with such Content, although you may contact Mavaru Customer Support to request replacement Content. Mavaru will not be required to provide any such replacement Content, although Mavaru may, in its sole discretion, make commercially reasonable efforts to do so.

Copyright, Trademark and Other Intellectual Property Rights

Proprietary Materials – The Content and Content Services contain and comprise copyrighted or other proprietary information or material (“**Proprietary Material**”) that is protected by state and federal intellectual property laws and international treaties. All rights, title and interest in and to the Proprietary Material are owned by Mavaru and its licensors and contractors. Neither this Agreement, your downloading or Use of Content, nor your registration for or use of the Content Services will transfer to you any rights, title or interest in or to the Proprietary Material, except as is expressly provided herein. You understand that any use, download, reproduction, modification, display, performance, transfer, transmittal or re-transmittal, broadcast or re-broadcast, distribution or re-distribution of the Proprietary Material in excess, or in violation, of the Usage Rules, or your giving of authorization, assistance or encouragement to others in doing the same, will violate this Agreement and copyright and/or other intellectual property or other laws. You agree to abide by and maintain all copyright notices information and restrictions contained in any Content.

Trademarks – MAVARU and MAVARU.COM (“**Mavaru Trademarks**”) and all other trademarks, service marks, domain names, graphics and logos used in connection with the Website, the Content or the Content Services (the “**Trademarks**”) are trademarks or registered trademarks of Mavaru or its licensors or contractors. None of this Agreement, your downloading or Use of Content, or your registration for or use of the Content Services will transfer to you any rights, title or interest in or to the Trademarks.

Artist Names – Artist names appearing on the Website or otherwise used by Mavaru in connection with the Content Services, including but not limited to for the purpose of identifying certain Content, are for informational purposes only, and do not, except as explicitly stated, imply any source of origin, sponsorship or other affiliation of the artist with Mavaru or the Content Services.

Recognizable Individuals – All Content consisting of or containing the voice, signature, photographic or other image, or likeness of a recognizable individual (“**Recognizable Content**”) is provided for entertainment purposes only. All Recognizable Content: (i) was obtained by Mavaru from, or is available through, sources of information open to the public and concerning matters of public interest; and/or (ii) was licensed or otherwise made available to Mavaru under representation, warranty or covenant that the licensor or provider possessed all rights necessary to such license or provision. If you believe that any Content contains your voice, signature, photographic or other image, or likeness, and you have not given all required authorizations or consents, you are encouraged to notify Mavaru at the address provided in Mavaru’s Copyright Policy.

Potentially Objectionable and Erroneous Content; Third-Party Websites

Explicit or Offensive Content – Certain of the Content may be considered, by you or others, to be disturbing, offensive, insulting or otherwise objectionable, and may contain technical or other inaccuracies, typographical mistakes or other errors (collectively, “**Potentially Objectionable Content**”). All descriptions of Content by Mavaru, its licensors and its contractors are provided for convenience, and are not in any way guaranteed to be accurate. MAVARU DISCLAIMS, AND YOU AGREE TO ASSUME, ALL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL HARMS, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM YOUR DOWNLOADING AND USE OF POTENTIALLY OBJECTIONABLE CONTENT.

Third-Party Websites – The Website may contain links to, and your computer may enable you to connect to, other traditional and wireless-enabled websites neither owned nor controlled by Mavaru (“**Third-Party Websites**”). Such links are provided only as a convenience to you. Mavaru has not reviewed, and cannot review, all of the material, including computer software or other goods or services, made available through Third-Party Websites. By linking to a Third-Party Website, Mavaru does not represent, warrant or imply that it endorses such website or any material, goods or services available thereby. If you choose to link to a Third-Party Website, you are responsible for: (i) taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses and other harmful or destructive content; (ii) any downloading or use of material that is obscene, indecent offensive or otherwise objectionable, or that contains technical inaccuracies, typographical mistakes and other errors; (iii) any downloading or use of material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or that is subject to additional terms and conditions, stated or unstated; and (iv) all financial charges or other liabilities resulting from transactions or other activities in connection with your use of the Third-Party Websites. MAVARU DISCLAIMS, AND YOU AGREE TO ASSUME, ALL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL HARMS, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM YOUR ACCESS TO, USE OF, OR DOWNLOADING OF CONTENT FROM, THIRD-PARTY WEBSITES.

Your Communications

Monitoring of Text Messages and Posted Materials – Certain of the Content Services may enable you to transmit text messages, email messages and other communications and

materials to Mavaru (“**Messages**”). The Website and certain of the Content Services may also enable you to post on or upload to the Website or to chat rooms, bulletin boards, blogging areas or the like, whether operated by Mavaru, its licensors or its contractors, text-based materials for review by the general public or Mavaru customers (“**Posted Material**”). Mavaru has the right, but not the obligation, to monitor Messages and Posted Material, and to edit, remove or terminate Messages and Posted Material, at any time and in its sole discretion, including without limitation for the reasons described in the Responsibility in Connection With Messages and Posted Materials section, below.

Ownership – Ownership of Messages and Posted Material will be as stated in this section. You agree that your use of the Content Services constitutes sufficient consideration for the rights granted by this section to Mavaru and its licensors, and that you will be entitled to no additional consideration in the event that Mavaru or its licensors exercise such rights.

- *Generally:* Except as elsewhere provided in this Agreement, all right, title and interest in and to all Messages and Posted Material will remain in the individual author. NOTWITHSTANDING THE PREVIOUS SENTENCE, BY TRANSMITTING, POSTING OR UPLOADING MESSAGES OR POSTED MATERIAL, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO GRANT, AGREE TO GRANT AND HEREBY GRANT TO MAVARU AN UNLIMITED, PERPETUAL, WORLDWIDE, EXCLUSIVE, SUBLICENSABLE TRANSFERABLE, NON-REVOCABLE AND NON-TERMINABLE LICENSE TO USE SUCH MESSAGES AND POSTED MATERIAL IN CONNECTION WITH MAVARU’S BUSINESS, INCLUDING, WITHOUT LIMITATION BY DOWNLOADING, REPRODUCING, MODIFYING, DISPLAYING, PERFORMING, TRANSFERRING, TRANSMITTING, SELLING, DISPOSING, BROADCASTING AND DISTRIBUTING SUCH MESSAGES AND POSTED MATERIAL. WITHOUT LIMITING THE FOREGOING, YOU AUTHORIZE MAVARU OR ITS ASSIGNEE TO PUBLISH, REPRODUCE AND/OR DISTRIBUTE, AND AGREE TO RELEASE AND HEREBY RELEASE MAVARU AND ITS OFFICERS, DIRECTORS, AGENTS, CONTRACTORS AND EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION AND EXPENSES, INCLUDING WITHOUT LIMITATION COSTS AND ATTORNEYS’ FEES, ARISING FROM OR RELATING TO MAVARU’S PUBLICATION, REPRODUCTION AND/OR DISTRIBUTION OF, YOUR USER NAME AND/OR ACTUAL NAME IN CONNECTION WITH SUCH MESSAGES OR POSTED MATERIAL. ADDITIONALLY, YOU ALSO HEREBY DO AND SHALL GRANT EACH USER (INCLUDING VISITORS) OF THE WEBSITE AND/OR THE CONTENT SERVICE A NON-EXCLUSIVE LICENSE TO ACCESS YOUR POSTED MATERIAL AND USER SUBMISSIONS THROUGH THE WEBSITE AND THE CONTENT SERVICE, AND TO USE, EDIT, MODIFY, REPRODUCE, DISTRIBUTE, PREPARE DERIVATIVE WORKS OF, DISPLAY AND PERFORM SUCH SOLELY FOR PERSONAL, NON-COMMERCIAL USE.

Comments – All comments, including, without limitation, all feedback, questions and suggestions, provided to Mavaru in relation to the Website or Content Services (“**Comments**”), will be deemed to be provided on a non-confidential and non-proprietary basis. ALL COMMENTS WILL BELONG TO MAVARU. BY PROVIDING COMMENTS, YOU AGREE TO ASSIGN, AND HEREBY DO ASSIGN, TO MAVARU, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHT, TITLE AND INTEREST, INCLUDING ALL INTELLECTUAL PROPERTY RIGHTS, IN AND TO SUCH COMMENTS. BY PROVIDING COMMENTS, YOU ALSO AGREE TO WAIVE, AND HEREBY WAIVE, ALL MORAL RIGHTS YOU MAY HAVE IN SUCH COMMENTS. MAVARU WILL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO COMMENTS AND WILL BE FREE TO REPRODUCE, MODIFY, DISPLAY, PERFORM, TRANSFER, TRANSMIT, BROADCAST OR DISTRIBUTE ALL COMMENTS, FOR ANY PURPOSE WHATSOEVER, WITHOUT LIMITATION. MAVARU ALSO WILL BE FREE TO USE ALL COMMENTS, AND ALL IDEAS, CONCEPTS OR TECHNIQUES EMBODIED IN ALL COMMENTS, FOR ANY PURPOSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BY DEVELOPING, MANUFACTURING AND MARKETING PRODUCTS OR SERVICES INCORPORATING SUCH IDEAS, CONCEPTS, OR TECHNIQUES.

Responsibility in Connection With Messages and Posted Materials – Mavaru, its licensors and its contractors assume no responsibility or liability for Messages and Posted Material, or for any other communication or text-based material transmitted, posted or uploaded in connection with the Website or Content Services (collectively, “**User Material**”). You are entirely responsible for the content of all User Material that you transmit, post or upload, and for any harms resulting from such User Material. By transmitting, posting or uploading User Material, you represent and warrant that:

- You possess all necessary rights, title and interest in and to such User Material, including but not limited to: (i) all copyright, trademark, patent and trade secret rights; and (ii) all rights necessary to the assignments and licenses described in the Ownership section.
- Such User Material is not libelous, defamatory, obscene, indecent or otherwise sexually explicit, disturbing, offensive, profane, vulgar, abusive, insulting, threatening or hateful, and does not violate the privacy or publicity rights of any person.
- Such User Material does not contain any viruses, worms, Trojan horses or other content that is or could be harmful or destructive to the computer or communications systems or networks of Mavaru or any other party.
- You are not transmitting, posting or uploading such User Material for a commercial purpose, including without limitation the solicitation of funds, the advertising or solicitation of goods or services, or the promotion of any content, website or service.
- Such User Material does not constitute or relate to unsolicited bulk email or bulk text-messages, political campaigning, chain letters, pyramid schemes, mass mailings, or any form of spam, and does not engage any means or device,

including without limitation forged or manipulative headers or other identifiers, designed to mislead others as to its actual content, its origin or your identity.

- Such User Material does not violate any contractual, fiduciary or confidentiality obligation or duty you have to any third party, any applicable local, state, federal or international statute, law or other regulation.

Public Identification - You acknowledge that by submitting User Material or posting Posted Material, you are publically publishing such material and that you may be identified publicly by your User Name in connection therewith.

Restrictions on Use of Website

Harmful Conduct - You represent and warrant that your use of the Website will not harm Mavaru, its licensors, contractors or customers, or any third party. Without limiting the generality of the previous sentence, you represent and warrant that you will not: (i) use the Website in such way as to impose an unreasonable or disproportionately large load on the infrastructure of the Website, including without limitation Mavaru's or any third party's computer or communications systems or networks; or (ii) do any other thing to that might damage, disable or impair the functioning of the Website, or otherwise interfere with any other party's use or enjoyment of the Website.

Hacking - You represent and warrant that you will not gain or attempt to gain unauthorized access to any portion of the Website, to any computer or communications systems or networks connected to or used in connection with the operation of the Website, or to any Content Services or other services offered through or by means of the Website, including without limitation by hacking, password "mining" or any other illegitimate means. You further represent and warrant that you will not probe or test the vulnerability of the Website or of any computer or communications systems or networks connected to or used in connection with the operation of the Website, or otherwise attempt to exploit the Website for the purpose of gathering information, whether about Mavaru, its licensors, its contractors or its customers, that Mavaru does not make generally publicly available.

Unintended Uses - You represent and warrant that you will not access, copy or monitor the Website or any portion of the Website, or employ any program, device or method (e.g., deep-linking, page-scraping, robots or spiders) intended to circumvent the navigational structure or presentation the Website, for the purpose of obtaining information and materials in a form or manner not otherwise intended by Mavaru.

Promotions

The Website, Content and Content Services may contain advertisements and promotional materials, including as related to promotional events and contests ("**Promotional Events**"). Your participation in any Promotional Event is subject to the unique terms and conditions relating to that event.

Fees and Payment

Generally - By registering for the Content Services, you authorize Mavaru or its designees to charge all fees for Content Services-related transactions which you elect to pay for at the time you purchase such Content (“Fees”) to the credit card account as to which you provide information in connection with your registration for the Content Services. YOU AGREE THAT, WHEN YOU PURCHASE CONTENT AND AGREE TO PAY A FEE AS PART OF PURCHASING SUCH CONTENT, YOU MANIFEST YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF ALL FEES, AS WELL YOUR AGREEMENT TO PAY ALL SUCH FEES. Other than as explicitly stated in this Agreement, Mavaru shall have no obligation to provide a refund of any Fees.

Per-Download Content – The Fees for other Content are charged on a per-download basis. You authorize Mavaru to charge you, as described earlier in this Fees and Payment section, the then-applicable per-download or per-usage Fee at the time you Purchase such Content.

Taxes – Mavaru reserves the right to collect all applicable taxes in connection with any Fees. All taxes will be charged to your credit card, as the case may be, at the time you Purchase the applicable Content.

Mavaru’s Right to Change Fees – Except as otherwise stated in this Agreement, all Fees (if any) are subject to change without notice. Additionally, Mavaru reserves the right at any time to require you to pay a fee for Content.

Termination and Suspension

Generally – If Mavaru reasonably suspects that you have violated any of your covenants, representations or warranties under, or otherwise failed to act consistently with the spirit of, this Agreement (“**Suspected Breach**”), it may immediately and without notice suspend or terminate this Agreement and/or your access to or use of the Website or Content Services. You may terminate this Agreement at any time by notice to Mavaru or by contacting Mavaru Customer Support. In either case, Mavaru will not be obligated to provide a refund of any Fees or other amounts paid to Mavaru, and you will remain liable for all Fees due from you to Mavaru as of the effective date of such suspension or termination.

In Mavaru’s Sole Discretion – Mavaru reserves the right to suspend or terminate this Agreement and/or your access to, or use of, the Website or Content Services at any time and for any or no reason, in its sole discretion. In such case, Mavaru will not be obligated to provide a refund of any Fees or other amounts paid to Mavaru, and you will remain liable for all Fees due from you as of the effective date of such termination. Mavaru’s rights under this section shall not be to the exclusion or any other right or remedy provided by law.

Legal Action – If Mavaru, in its discretion, takes legal action against you in connection with any Suspected Breach, Mavaru will be entitled to recover from you as part of such legal action, and you agree to pay, Mavaru’s reasonable costs and attorneys’ fees incurred as a result of such legal action. Mavaru, its licensors and its contractors will have no legal obligation or other liability to you or any third party arising out of or relating to

Mavaru's suspension or termination of this Agreement and/or your access to or use of the Website, the Content or Content Services in connection with a Suspected Breach.

Effect on Use of Identified Information – Notwithstanding anything contained herein to the contrary, upon termination of this Agreement, Mavaru and/or the applicable bank will still have access to and use of your Identified Information.

Survival – Upon termination, all rights and obligations created by this Agreement, including without limitations your rights relating to the Website, Content and Content Services, will terminate, except that you may continue to Use downloaded Content that you have Purchased, subject to all applicable limitations contained in this Agreement and to any additional limitations resulting from the termination of the Content Services (as explained below) and except that you will continue to be bound by your representations and obligations contained in: (i) the section concerning Copyright, Trademark and Other Intellectual Property Rights; (ii) the section concerning Your Communications; (iii) the Fees and Billing provisions relating to Fees Generally, Payment, Third-Party Transactions, Taxes and Late Charges; (iv) the Indemnity section; (v) the Disclaimers section; and (vi) the Miscellaneous section, all of which shall survive the expiration or termination of this Agreement. Your representations and warranties of a type that by their nature would survive also will survive termination.

Effect on Use of Content – Notwithstanding the Survival section above, you agree that any suspension or termination of this Agreement and/or your access to or use of the Website or Content Services may affect your ability to Use certain Content to the extent otherwise permitted by the Usage Rules. You further agree that neither Mavaru nor any of its licensors or contractors will under any circumstance be obligated to refund any Fees paid in connection with Content as to which your Use has been so affected.

Indemnity

Generally - You agree to defend, indemnify and hold harmless Mavaru and its directors, officers, employees, agents, representatives, licensors, affiliates, parents, subsidiaries and contractors from and against any and all claims, actions, demands, causes of action and other proceedings including reasonable attorneys' fees (collectively "Claims") arising out of or relating to: (i) your breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (ii) your access to, or use or misuse of, the Website, Content and/or Content Services; (iii) your transmittal, posting or uploading of any User Material; (iv) your provision to Mavaru of Identified Information and/or Registration Information or other information or data; or (v) any infringement by you, or any third party using your account, of any intellectual or other property right of any person or entity.

Participation by Mavaru – Mavaru will have the right, but not the obligation, to participate through counsel of its choice in any defense by you of any Claim as to which you are required to defend, indemnify or hold harmless Mavaru under the previous section ("**Indemnified Claim**"). You may not settle any Indemnified Claim without Mavaru's prior written consent.

Threatened Actions – In the event that Mavaru is threatened with an Indemnified Claim, Mavaru may seek written assurances from you that you will perform your indemnity obligations as specified in this Agreement. Your failure to provide such written assurances will constitute a material breach of this Agreement entitling Mavaru to all remedies provided by this Agreement or otherwise by law and also entitling Mavaru to defend itself against such Indemnified Claim with counsel of its choice at your expense.

Disclaimers

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