

## Terms of Use

### Introduction

Welcome to chaoticcontent.net. This website is maintained as a service to our customers and clients.

Please read the following Terms of Use carefully before using the Chaotic Content Service, so that you are aware of your legal rights and obligations with respect to Chaotic Content and the Service. These Terms of Use together with all updates, additional terms and all of Chaotic Content's rules and policies, including but not limited to our Licensor Agreement, specific Content License Agreements and Privacy Policy, as applicable, collectively constitute the contract (the "Agreement") between you and Chaotic Content. By using the Service, you accept the terms of this Agreement. Further, you agree to ensure that anyone who uses the Service on your computer or anyone who uses the Service using your Chaotic Content account also abides by the Agreement. Chaotic Content has the right to revise these Terms of Use at any time without providing notice to its users. Your continued use of the Service shall be deemed acceptance of any revisions or modifications to these Terms of Use. You can view the most recent version of these Terms of Use at any time by going to [www.chaoticcontent.net](http://www.chaoticcontent.net) and clicking on the link labeled Terms of Use.

YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS IS AN ABSOLUTE CONDITION TO YOUR ACCESS TO AND USE OF ANY CONTENT. DOWNLOADING OR SYNCHRONIZING ANY CONTENT FROM CHAOTIC CONTENT CONFIRMS YOUR ACCEPTANCE OF OUR TERMS AND CONDITIONS AND THE TERMS OF THIS AGREEMENT AND FORMS A LEGAL CONTRACT BETWEEN YOU AND CHAOTIC CONTENT.

We reserve the right to change, modify, suspend or discontinue any portion of the Service at any time. We may also impose limits on certain features or restrict your access to parts or the entire Service without notice or liability.

If you do not agree to these Terms of Use, do not use this website.

### 1. Definitions

#### 1.1 The Service

The Service is defined as follows: The Chaotic Content service means any related content, licenses and services available through <http://www.chaoticcontent.net>.

#### 1.2 Composition

Composition is defined as a single musical composition, irrespective of length, including all spoken words and bridging passages and including any medley, written by you.

#### 1.3 Licensed Song

Licensed Song is a Composition that Chaotic Content has issued a license to a third party for a specific use.

#### 1.4 Sound Recording

Sound Recording is defined as follows: a sound recording, by any method and on any substance or material, embodying a performance of a Composition. A sound recording also includes but is not limited to music cues, production elements, sound effects and the like (each one a "Sound Recording" and together "Sound Recordings").

#### 1.5 Chaotic Content, we, our, or us

Chaotic Content, we, our, or us is defined as follows: Chaos Theory Music, Inc. doing business as Chaotic Content.

#### 1.6 You or your

You or your is defined as follows:

Any person or entity using the Service or the agents of a person or entity using the Service or any Chaotic Content Account Holder.

#### 1.7 Invoice

Invoice shall mean any computer-generated or printed form or document provided by Chaotic Content, or any Chaotic Content authorized distributors, that sets forth, without limitation, the specific parties contracting for use of the Content selected, the limitations on the license (as applicable) of the Content and the corresponding price(s) for the license of such Content. The term "Invoice" includes any confirmation pages, or receipts provided to you in connection with a payment or transaction that contains additional licensing terms.

#### 1.8 Storage Media

Storage Media shall mean USB Flash Drive, CD-ROM, digital videodisc (DVD), floppy disk, or any other storage device or media now known, or hereafter created.

#### 1.9 User

User shall mean the individual, legal entity or agent entering into a specific Content License Agreement or any employee or contractor of such individual, legal entity or agent that edits, manipulates or modifies the Content or is otherwise directly involved in the creative process. All Users shall only use the Content in accordance with the terms of a specific Content License Agreement.

#### 1.10 Term

The Term of this Agreement shall be for a period of one (1) year from the date that Chaotic Content determines that the Composition and Sound Recording are approved of, processed and uploaded onto the website. At the end of the term, this Agreement shall automatically be extended for additional one year terms, subject to the termination provisions of Article 3 of the Licensor Agreement. You shall be entitled to terminate this Agreement at any time by giving sixty (60) days written notice to [info@chaoticcontent.net](mailto:info@chaoticcontent.net). Chaotic Content may also terminate this Agreement for any reason by giving you sixty (60) days notice by email at the last address contained in the Registration Data. If Chaotic Content terminates your account pursuant to the Terms of Use, such termination shall be deemed to be a notice of termination of the Licensor Agreement as well. Upon termination Chaotic Content will remove Sound Recordings uploaded onto the Site within thirty (30) days of the date of termination of the Licensor Agreement.

### 2. Eligibility

The Service is available only to, and may only be used by, individuals who can form legally binding contracts under applicable law. Only individuals over the age of 18 may use the Service without first obtaining the consent of a parent or legal guardian and providing written proof of consent to Chaotic Content. The Service is not available to Chaotic Content Account Holders whose accounts have been suspended for any reason.

This website is intended for adults only. This website is not intended for children under the age of 13.

### 3. Account Information

3.1 To obtain access to the Service, you have to sign up with Chaotic Content and apply for a Chaotic Content account (an "account"). Once you are granted an Account, you become a Chaotic Content Account Holder. We reserve sole discretion over whether to grant you an Account.

3.2 You agree to provide complete, true and accurate information required to register with the Service, including but not limited to your e-mail address and other contact information ("Registration Data"). You further agree that we may store and use your Registration Data for use in maintaining your Account and billing address.

3.3 You are responsible for maintaining the confidentiality of your Account, and you shall not distribute this information or allow others to use this information to gain access to the Service. You shall be liable for payment for all Sound Recordings downloaded and synchronized by you and by others using your Account without respect to whether Sound Recordings were downloaded with your permission or knowledge prior to the time that you notify us of any unauthorized use of your Account.

### 4. Uploading Compositions and Sound Recordings

By uploading your Composition and Sound Recordings, you agree to have your Compositions and Sound Recordings undergo an approval process by Chaotic Content. Once your Compositions and Sound Recordings are approved for inclusion on the Chaotic Content website, you agree to the terms and conditions as set in our Licensor Agreement which will be sent to you under separate cover and/or is also available at [chaoticcontent.net](http://chaoticcontent.net) and is incorporated into the Agreement by reference.

Pursuant to the terms of our Licensor Agreement, Chaotic Content may delete, move, refuse to accept or edit any Composition or Sound Recording that are deemed unacceptable in Chaotic Content's sole discretion. Thus, if any one of your uploaded Compositions or Sound Recordings is deemed unacceptable, it may be deleted from [Chaoticcontent.net](http://Chaoticcontent.net).

### 5. Downloading Compositions and Sound Recordings

#### 5.1

##### (A) Limited License

(I) Compositions and Soundtracks are available on the Chaotic Content website for Users to freely download for purposes of browsing and "trying out" music for use in specific audio or visual productions. Once downloaded, Users must report which specific Compositions and Soundtracks Users will be synchronizing with their visual production(s). You must notify Chaotic Content by email, fax or website which Compositions and Soundtracks you desire to use by submitting a completed cue sheet which should include: type of media the Content will be used in and your desired license duration. A Chaotic Content representative will contact you upon receipt of such notice to determine the appropriate licensing fee and issue you a Content License Agreement. Failure to report and notify Chaotic Content of your intention to use specific Compositions and Soundtracks will lead to termination of your account, prosecution for back fees and damages, and

possibly copyright infringement litigation. All downloaded tracks that are not selected for synchronization with your audio or video production must be permanently destroyed along with any copies or archives, any CD-ROM or accompanying materials (if applicable).

(II) Chaotic Content will grant you a time-limited, personal, non-exclusive, non-sublicensable, non-assignable license subject to the terms of a specific Content License Agreement giving you the right to use a Licensed Song. Such Content License Agreement will be issued once you have determined which Compositions and Soundtracks you will be synchronizing with your productions, subject to 5.1(A)(I) above. Your Content License will grant you the license during the Term of this Agreement to synchronize the Compositions and Sound Recordings to television programs, radio commercials, TV commercials, websites (in a streaming format only), corporate videos, power point presentations and the like. This license remains subject to all applicable copyright laws and in no way should be construed to grant you copyright in the Composition or Sound Recordings.

(III) Licenses for multiple users and mass-market distribution are sold separately.

(III) All other rights in and to the Compositions and Sound Recordings and accompanying materials are explicitly reserved by Chaotic Content or its licensors as applicable.

(B) Permitted Uses For Synchronized Compositions and Sound Recordings.

You MAY, subject to Section 5.1(C) below:

(I) Use the Compositions and Sound Recordings for media projects including, but not limited to: internet streaming and synchronization, video productions, audio productions, film productions, broadcast (video, audio, Internet), multi-media presentations, music within software packages.

(II) Use the Compositions and Sound Recordings in multiple physical locations including, but not limited to: in-store and in-office background music and telephone on-hold, not to exceed five (5) physical locations.

(III) Distribute up to ten thousand (10,000) units of an item (including CD, DVD and software) that incorporates the Composition and Sound Recording.

(IV) Back up, and store on a single server, a single copy of the Composition and Sound Recording, as necessary for archival, tracking or asset management purposes only.

(V) Modify or alter the Composition and Sound Recording as necessary for your use, subject to the terms of Section 5.1(C), and provided that if such modification or alteration constitutes a derivative work you do not acquire any copyright ownership or equivalent rights in or to any of the Composition and Sound Recording or any other property of Chaotic Content or its licensors and you shall only use such derivative work in accordance with the limited terms of the applicable Content License Agreement. If requested by Chaotic Content, you agree to execute a written assignment of any such rights, including copyrights, without payment of additional consideration by Chaotic Content.

(VI) Use of the Composition and Sound Recording for any other uses must be approved in writing by Chaotic Content prior to such use.

(C) Prohibited Uses for Compositions and Sound Recordings:

You may NOT:

(I) Use the Compositions and Sound Recordings in more than five (5) physical locations without written permission from Chaotic Content.

(II) Distribute more than ten thousand (10,000) units of an item that incorporates the Compositions and Sound Recordings without written permission.

(III) Sublicense, sub-distribute, resell, re-record, transfer, or assign the Compositions or Sound Recordings or rights to the Compositions and Sound Recordings for any purpose.

(IV) Use the title or subtitle of the Compositions and Sound Recordings as the title of an item that incorporates the Compositions and Sound Recordings.

(V) Copy or reproduce the Compositions and Sound Recordings, except as specifically provided for in Section 5 (B).

(VI) Use the Compositions and Sound Recordings, including titles or subtitles, or any other part of the Composition and Sound Recording as part of a trademark, service mark, or logo. Chaotic Content or its licensors retain the full rights to the Compositions and Sound Recordings, and therefore you cannot establish your own rights.

(VII) Use the Compositions and Sound Recordings in any downloadable format intended for multiple distribution including, without limitation, in a product that enables any end-user to create their own soundtrack using the Compositions

and Sound Recordings, in a template-based system that resells products including the Compositions and Sound Recordings, in a “build-it-yourself” media tool. Contact [info@chaoticcontent.net](mailto:info@chaoticcontent.net) to find out about a special license for such use.

(VIII) Resell, assign, transfer, convey or otherwise transfer the Compositions and Sound Recordings for use in mobile or wireless devices, including but not limited to mobile telephones, handheld game consoles, and PDAs. Such usage is subject to additional licensing fees. Please contact [info@chaoticcontent.net](mailto:info@chaoticcontent.net) for information on reseller licenses.

(IX) Use the Compositions and Sound Recordings to compete with Chaotic Content. Chaotic Content is in the business of licensing music and sounds to its customers. It is the specific intent of this provision to prohibit you from using the Compositions and Sound Recordings to enter, either directly or indirectly, a similar or competing business.

(X) Use the Compositions and Sound Recordings in a way that would likely be considered pornographic, defamatory, libelous, obscene, fraudulent or illegal.

(XI) Use the Compositions and Sound Recordings in a broadcast medium without the proper filing of a cue sheet and reporting to Chaotic Content.

(XII) For requests to use the Compositions and Sound Recordings for any of the above prohibited uses please contact [info@chaoticcontent.net](mailto:info@chaoticcontent.net)

#### (D) ADDITIONAL LICENSE TERMS

(I) Chaotic Content reserves the right to (i) not permit use of any Composition and Sound Recording for any reason whatsoever; and (ii) notify you that a certain Composition and Sound Recording is no longer available for use. Upon such notice, the license to use such Composition and Sound Recording in the future shall automatically and immediately terminate. Notice will be affected via email to the email address designated in your Chaotic Content Account.

(II) Chaotic Content reserves the rights to replace Compositions and Sound Recordings with alternative Compositions and Sound Recordings for any reason. Upon notice of such replacement, the license for the replaced Compositions and Sound Recordings immediately, and automatically, terminates for any use of the Compositions and Sound Recordings that does not already exist, and the existing Content License Agreement shall automatically apply to any replacement Composition and Sound Recording. You agree not to use any replaced Compositions and Sound Recordings with future products or services and you should take all reasonable steps to discontinue use of the replaced Compositions and Sound Recordings in existing products or services.

(III) All other rights not expressly granted to you are explicitly reserved solely for Chaotic Content.

(IV) Chaotic Content requests the copyright notice “© [insert current year] Chaotic Content” appear adjacent to the Compositions and Sound Recordings or on a credit page, where practicable.

#### 5.2 Your Limited Rights as Account Holder

You shall not sell, assign, rent, lease, distribute, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Compositions and Sound Recordings downloaded by you. However, you may sell, assign, rent, lease or otherwise distribute media created by you under this Agreement, provided that any such third party buyer, assignee, renter, lessee, or distributor agrees to and is bound by the terms and conditions of the appropriate Content License Agreement that will be issued by Chaotic Content under separate cover (see 5.1 (A)(I)).

#### 5.3 Obligation to Preserve All Compositions and Sound Recordings in their Original Form

You shall not undertake, cause, permit or authorize the modification, creation of derivative works or translation of the Composition and Sound Recordings.

#### 5.5 Agreement to Pay All Fees Associated with Downloading and Synchronizing Compositions and Sound Recordings

You agree that you are jointly and severally liable for all fees associated with downloading and synchronizing Compositions and Sound Recordings and further agree to be bound by the terms and conditions of our Terms of Use. See Article 6 of these Terms of Use.

#### 5.6 Ownership

All content available on [chaoticcontent.net](http://chaoticcontent.net) is and shall continue to be the property of Chaotic Content or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of Chaotic Content is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of [chaoticcontent.net](http://chaoticcontent.net)

#### 6. Fees and Payments

6.1 General. Submitting Compositions and Sound Recordings pursuant to the terms of our Licensor Agreement is free. Downloading Compositions and Sound Recordings for initial browsing and trial is also free. Fees are charged to Accounts for any and all

Compositions and Sound Recordings that are downloaded and synchronized with any visual production including television programs, radio commercials, TV commercials, website (in a streaming format only), corporate videos, power point presentations and the like. You agree to pay for each Composition and Sound Recording you synchronize with any audio or visual production. It is your obligation to notify Chaotic Content of your intended desire to synchronize specific Compositions and Sound Recordings with any visual production.

## 6.2 Default Currency is US Dollars

All Account transactions are made and displayed in US Dollars unless otherwise specified and may be subject to exchange rates.

## 6.4 We Reserve the Right to Change our Fees

We reserve the right to change our fees at any time. We shall provide you with notice of any changes to our fees and we agree to use the email address provided by you during registration to provide you with email notice of any changes to our fees.

6.5 Taxes: You agree to pay and be solely responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the Content License granted to you.

## 7. Termination

(A) Chaotic Content shall be entitled to terminate this Agreement and your Account or both at its sole discretion and without any notice to you if we believe that you have failed to comply with any provision of this Agreement. Upon termination you shall remain liable for all fees and amounts due under your Account.

(I) You can terminate a specific Content License Agreement by destroying the downloaded Composition and Sound Recording, along with any copies or archives, any CD-ROM or accompanying materials (if applicable), and ceasing all use of the Composition and Sound Recording for any purpose. Such termination shall not affect payment obligations.

(II) Chaotic Content may, in its sole discretion: (i) monitor, as frequently as Chaotic Content determines, anything you download from our Web sites, (ii) limit downloads to a fixed amount of downloads per 24 hour period so as to ensure the best possible service to all subscribers to our Websites, (iii) track any abuse of your username and password, (iv) suspend or terminate your account, without notice, if Chaotic Content believes there is a violation of a specific Content License Agreement or any abuse of your username and password.

(III) Upon termination of any specific Content License Agreement, you agree to (i) destroy all copies and archives of the Composition and Sound Recording, (ii) cease using the Composition and Sound Recording for any purpose, and (iii) confirm to Chaotic Content in writing that you have complied with the requirements of this clause.

## 8. Proprietary Rights

8.1 You acknowledge and agree that the Service contains proprietary information and material that are owned by Chaotic Content and its licensors or both and that this information and material are protected by applicable intellectual property rights, including but not limited to copyright, trademark and patents.

8.2 Nothing in this Agreement intends to transfer any intellectual property rights to, or to vest any intellectual property rights in you. You are only entitled to the limited use of the Compositions and Sound Recordings granted to you in this Agreement. You shall not take any action to jeopardize, limit or interfere with others' intellectual property rights. You acknowledge and agree that any unauthorized use of others' intellectual property rights is a violation of this Agreement as well as possible violation of intellectual property laws, including without limitation copyright law, trademark law and patent law.

8.3 You agree that you will not remove, obscure, make illegible or alter any notices or indications of either intellectual property rights or Chaotic Content's rights and ownership thereof.

## 9. Access and Interference

### 9.1 You Agree to Use the Services for Lawful Purposes Only

You acknowledge and agree to use the Service solely for lawful purposes. Access to the Service may be terminated without notice should you be deemed to be using your Account for any unlawful purpose.

9.2 You agree that you shall not use any robot, spider, scraper or other automated means to access the Service for any purpose without the express written consent of Chaotic Content. Use of a robot, spider, scraper or other automated means to access the Service is prohibited unless Chaotic Content consents in writing to such use. Anyone using a robot, spider, scraper or other automated means to access the Service without the express written consent of Chaotic Content shall be denied access to the Service and liable for fees associated with any synchronized usage as described in an applicable Content License Agreement.

9.3 You agree that you shall not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display any content from the Service without our prior expressed written permission and the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of the Service; or (iv) harvest or collect information about the users or

members of the Service; or (v) use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic e-mail or communications.

9.4 Your activities through the Service shall not: (i.) be false, inaccurate or misleading; (ii) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (iii) violate any law, statute, ordinance or regulation; (iv) contain any viruses, Trojan horses, spyware, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

#### 10. Notification of copyright infringement

Chaotic Content will investigate notices of copyright infringement and take appropriate actions. If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring in <http://www.chaoticcontent.net/>, send us a notice at [info@chaoticcontent.net](mailto:info@chaoticcontent.net) containing: (i) a physical or electronic signature of the copyright owner or person authorized to act on behalf of the copyright owner; (ii) a description of the copyrighted work or works that you claim have been infringed and identification of what material in such work(s) is claimed to be infringing; (iii) a description of where the material that you claim is infringing is located on the Chaotic Content website; (iv) information sufficient to permit Chaotic Content to contact you such as your physical address, telephone number or email address; (v) a statement that you have a good faith belief that the use of the material you identified is not authorized by the copyright owner, its agent, or the law; and (vii) a statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf. Our Copyright Agent for Notice of claims of copyright infringement on the Site can be reached as follows: By mail: Chaotic Content, 513 E. 86<sup>th</sup> Street, #1B, New York, NY 10028.

#### 11. Breach

Without limiting other remedies, we may limit your activity, immediately remove your Account and/or Compositions and Sound Recordings, warn our community of your actions, issue a warning, temporarily suspend, indefinitely suspend or terminate your membership and refuse to provide our services to you if: (a) you breach this Agreement or the documents it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users or us.

#### 12. Links

We may provide links to other sites that we feel are relevant and interesting to our users ("Link Sites"). Chaotic Content is not responsible for the content on the Link Sites and is not responsible for the accuracy of the information and intellectual property notices therein. Some of these Link Sites may provide you with opportunities to purchase products. We do not endorse any of the products nor do we make any representations or warranties in connection with the products.

#### 13. Privacy

We do not sell or rent your personal information to third parties for their marketing purposes without your consent and we only use your information as described in the Privacy Policy which is incorporated into this Agreement by reference.

Please review our Privacy Policy available by going to [www.chaoticcontent.net](http://www.chaoticcontent.net) and clicking on the link labeled "Privacy." By using the Service, you agree to the terms of our Privacy Policy. If you object to your information being transferred or used in conformance with our Privacy Policy do not use our services.

We reserve the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

#### 14. Limited Warranty

(I) Chaotic Content represents and warrants that:

- (a) it has the right to enter into Licensor Agreements and Content License Agreements and to grant the rights hereunder;
- (b) the Content or other Storage Media (if applicable) will be free from defects in materials and workmanship under normal use for a period of 30 days from the date of license; and
- (c) the Content as provided hereunder, and used as permitted herein, will not infringe any intellectual property right of any third party.

(II) EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE CONTENT, STORAGE MEDIA, INFORMATION, PRODUCTS, SERVICES INCLUDED IN OR AVAILABLE THROUGH CHAOTICCONTENT.NET AND ACCOMPANYING MATERIALS (IF APPLICABLE) ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE, OUR SUBSIDIARIES, AND OUR LICENSORS DO NOT WARRANT: (A) THAT MATERIALS, INFORMATION, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH CHAOTICCONTENT.NET ARE ACCURATE, RELIABLE OR CORRECT; (B) THAT CHOATICCONTENT.NET WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (C) THAT ANY

DEFECTS OR ERRORS WILL BE CORRECTED; OR (D) THAT THE MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH CHAOTICCONTENT.NET ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

CHAOTIC CONTENT MAKES NO WARRANTIES FOR ANY CONTENT THAT HAVE BEEN MODIFIED OR ALTERED BY YOU AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY CLAIMS RELATING TO OR ARISING OUT OF YOUR MODIFICATION AND USE OF THE CONTENT. CHAOTIC CONTENT DOES NOT WARRANT THAT THE CONTENT, WEB SITES OR OTHER MATERIALS, WILL MEET YOUR REQUIREMENTS OR THAT USE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE AND USE OF THE CONTENT IS SOLELY WITH YOU.

(III) YOUR USE OF CHAOTICCONTENT.NET AND THE SERVICE IS SOLELY AT YOUR RISK.

(IV) YOU UNDERSTAND THAT YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE USING CONTENT ON OR IN CONNECTION WITH ANY GOODS OR SERVICES OR FOR ANY OTHER COMMERCIAL PURPOSES.

#### 15. Chaotic Content's Limited Liability

UNDER NO CIRCUMSTANCES SHALL WE, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, OR OUR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL CONSEQUENTIAL, OR OTHER DAMAGES UNDER ANY OTHER LEGAL THEORY THAT RESULT FROM THE USE OF, OR INABILITY TO USE THE SERVICE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY SOUND RECORDINGS OR PRODUCT MADE AVAILABLE THROUGH THE SERVICE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF CHAOTIC CONTENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT, SHALL CHAOTIC CONTENT'S TOTAL AGGREGATE LIABILITY TO YOU, OR TO ANY THIRD PARTY CLAIMING THROUGH YOU, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE CONTENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE MONETARY AMOUNT ACTUALLY RECEIVED BY CHAOTIC CONTENT FOR YOUR USE OF THE APPLICABLE CONTENT.

#### 16. Your Representations and Warranties

You represent and warrant that you are authorized to enter into this Agreement and comply with its terms. Furthermore, you represent and warrant that you will at any and all times meet with your obligations hereunder, as well as any and all laws, regulations and policies that may apply to the use of the Service. In addition, you represent that:

- (a) You are at least eighteen years of age and have the full right and authority to enter into this Agreement on behalf of you and/or your company, employer or principal;
- (b) You do not reside in any country to which export of US products are prohibited or restricted and you may not ship, transfer or export any of the Content into any country or use any of the Content in any manner prohibited by any laws, restrictions or regulations;
- (c) You will not use the Content in any way that is not permitted by this Agreement;
- (d) Your use of the Content will not violate any applicable law or regulation of any country, state, or other governmental entity;
- (e) The information that you provide to Chaotic Content is accurate and true, including, without limitation, all credit card or other payment information and you shall update such information as necessary; and
- (f) You are solely responsible for determining whether your use of any Content requires the consent of any other party or the license of any additional rights. If you are unsure whether additional rights are needed for your use of the Content, you are responsible for consulting with competent legal counsel
- (g) If you are acting as an agent, you must obtain your client/principal's agreement to the terms of this Agreement
- (h) If you provide the Content, or any portion thereof, for broadcast on television networks or stations (including free, pay, cable, subscription or via terrestrial, satellite and/or internet radio, in any manner whatsoever, you must send notice via a completed cue sheet to [info@chaoticcontent.net](mailto:info@chaoticcontent.net) or via fax to (310) 496-2494, to facilitate the collection of applicable fees, if any, from third party broadcasters.

#### 17. Indemnification

You agree to indemnify, defend and hold Chaotic Content, its subsidiaries, affiliates, directors, officers and employees harmless from and against any and all claims, liabilities, costs, damages, or expenses, including reasonable attorneys' fees incurred by said parties, in connection with or arising out of your (a) violation or breach of any term of this Agreement or applicable law, regulation, policy or

guideline, whether or not referenced herein, or (b) violation of any rights of any third party, or (c) use or misuses of the Service of chaoticcontent.net or d) use of the Content or in connection with any breach of any of the terms of any Content License Agreement.

Provided that Compositions or Sound Recordings are used only in accordance with a specific Content License Agreement and you are not otherwise in breach of any terms of this Agreement or the documents it incorporates by reference, Chaotic Content shall defend, indemnify and hold you harmless from all damages (excluding punitive damages), liabilities and expenses (including reasonable attorney's fees and authorized costs), arising out of or in connection with any actual or threatened lawsuit, legal proceeding or claim alleging that Chaotic Content is in breach of its warranties set out in Section 16 above.

The foregoing states Chaotic Content's entire indemnification obligation under this Agreement and your sole and exclusive remedy for any actual breach of Chaotic Content's representations and warranties set forth herein. Chaotic Content shall have no obligation under this Section 17 unless you promptly provide Chaotic Content with written notice of such claim. At the indemnifying party's option, the indemnifying party may assume the handling, settlement or defense of any claim or litigation and the indemnified party shall reasonably cooperate in the defense thereof. The indemnified party shall have the right to participate in the litigation, at its own expense, through counsel selected by the indemnified party. The indemnifying party will not be liable for legal fees or other costs incurred prior to the indemnified party giving notice of the claim for which indemnity is sought.

## 18. General Provisions

### 18.1 Modification of Terms of Use

Chaotic Content reserves the right to modify these Terms of Use at any time by publishing the revised Agreement on chaoticcontent.net. Your continued use of the Service shall constitute your acceptance of the terms and conditions of the revised Agreement.

### 18.2 Entire Agreement

The terms and conditions of this Agreement constitute the entire agreement between you and Chaotic Content with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND CHAOTIC CONTENT, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND CHAOTIC CONTENT RELATING TO THE SUBJECT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY PURCHASE ORDER TERMS (EVEN IF SUCH TERMS ARE SUBSEQUENT TO THE DATE OF THIS AGREEMENT). FAQ'S, OTHER EXPLANATIONS, AND TEXT IN CHAOTIC CONTENT'S WEBSITES ARE FOR YOUR INFORMATION ONLY AND ARE NOT, AND SHALL NOT BE CONSTRUED AS, PART OF THIS AGREEMENT UNLESS SPECIFIED OTHERWISE IN THIS AGREEMENT.

### 18.3 Severability

Should any term or provision of this Agreement be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect.

### 18.4 No Waiver

Unless expressly waived in writing and signed by Chaotic Content, the failure of Chaotic Content at any time or times to enforce any term of this Agreement or to require performance of any obligations under this Agreement shall not affect Chaotic Content's right at a later time to enforce the same or to require performance of the same.

(a) No action of Chaotic Content, other than an express written, signed waiver may be construed as a waiver of any part of this Agreement, and no employee of Chaotic Content is authorized to make an oral waiver. In the event that Chaotic Content waives a specific part of the Agreement, it does not mean that Chaotic Content waives any other part.

(b) Nothing contained herein shall be deemed to constitute a waiver of any fee which shall become due and payable as a result of the use of any Content as contemplated by this Agreement to the relevant performing rights or collection society, such as ASCAP, BMI, or SESAC, or other performing rights society or organization with jurisdiction in one of more foreign countries. You hereby agree to submit, and to instruct any third party to submit, to all relevant performing rights and collection societies anywhere in which the Content is to be broadcast or distributed through television, radio, internet, or cable media, such information as requested in the cue sheet such that the performing rights and other societies can monitor and administer those performing rights and similar fees payable to the copyright owners of the Content embodied in the use.

### 18.5 Not Assignable Without Consent

You shall not assign this Agreement or any rights hereunder without the prior written consent of Chaotic Content. Chaotic Content reserves the right to assign this Agreement or any rights or obligation under this Agreement without your consent and shall provide you email notice of any assignment of this Agreement.

#### 18.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of California without giving effect to the laws of your actual state or country of residence. Any claims shall be brought solely in the Federal District Court of the District of California and you expressly consent to the exclusive jurisdiction of the federal courts of the State of California, United States. You consent to the service of any required notice or process upon you by registered mail or overnight courier with proof of delivery.

#### 18.7 Legal Fees

You agree to reimburse Chaotic Content for its legal fees, costs and disbursements if Chaotic Content is successful in enforcing any of its rights under this Agreement including, without limitation, in connection with any action to collect payment.

#### 18.8 Venue

Any legal proceedings arising out of or relating to this Agreement shall be brought solely in the Federal District Court of the District of California and you expressly consent to the exclusive jurisdiction of the federal courts of the State of California, United States.

#### 18.9 Consent to Service

In relation to legal proceedings arising out of this Agreement, you consent to the service of any required notice or process upon you by registered mail or overnight courier with proof of delivery.

#### 19. Compliance with Laws

You agree to comply with all applicable laws regarding your use of chaoticcontent.net. You further agree that information provided by you is truthful and accurate to the best of your knowledge.

#### 20. How to contact us

[info@chaoticcontent.net](mailto:info@chaoticcontent.net)

Chaotic Content, a division of  
Chaos Theory Music, Inc.  
912 Colorado Avenue  
Santa Monica, CA 90401

310-264-1413.