

CPARIS Web Site

Terms and Conditions

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1 Introduction

These Terms and Conditions set forth the Terms and Conditions upon which CPARIS® makes available its analogue mastering Services and production Services. Your use of these Services is expressly conditioned on your compliance with these Terms and Conditions. By clicking, accessing or using the services, you are indicating that you agree to be bound by these Terms and Conditions.

You acknowledge and agree that CPARIS® may revise these Terms and Conditions from time to time. By continuing to access or use the services after CPARIS® makes any such revision, you agree to be bound by the revised Terms and Conditions.

2 Services

The services provide you with the ability to send a number of Client Files (hereby called 'Titles') to CPARIS®. The services operate by storing the Client Files on a CPARIS® server. After accessing and downloading the Client Files, CPARIS® may prepare a number of Mastered Files from the Client Files and store them on a CPARIS® server so that you can then access and download them. You acknowledge and agree that CPARIS® may establish general practices and policies concerning use of the Services, including, without limitation, whether or not CPARIS® will prepare the Mastered Files, the maximum size of the Client Files that you may send and store through the Services, the maximum number of days that the Client Files or the Mastered Files will be stored on a CPARIS® server, the maximum number of times you may access the services in a given period of time.

3 Data responsibility

You have sole responsibility for all Client Files that you store on CPARIS® servers through use of the Services. You acknowledge and agree that CPARIS® will not be responsible for any failure of the Services to store a Client File, for the deletion of a Client File stored on a CPARIS® server or for the corruption or loss of any data, information or content contained in a Client File.

4 Privacy policy

CPARIS® respects the privacy of others.

5 Copyright policy

You will not use the Services to transmit, route, provide connections to or store any material that infringes copyrighted works or otherwise violates or promotes the violation of the intellectual property rights or any third party. CPARIS® has adopted and implemented a policy that provides for the termination in appropriate

circumstances of the accounts of users who repeatedly infringe or are believed to be infringing the rights of copyright holders.

6 Proprietary rights

All right, title and interest in and to the Services are and will remain the exclusive property of CPARIS®. The Services are protected by copyright, trademark and international laws. Except as expressly permitted in these Terms and Conditions, you may not reproduce, modify or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit or otherwise use the Services.

7 Trademarks

CPARIS®, the CPARIS® logo and all other CPARIS® trademarks, service marks, product names and trade names of CPARIS® appearing on the Services are owned by CPARIS®. All other trademarks, service marks, product names and logos appearing on the Services are the property of their respective owners. You may not use or display any trademark, service mark, product name, trade name or logo appearing on the Services without the owner's prior written consent.

8 General prohibitions

As a condition to your use of the Services, you agree not to:

- Upload or transmit as part of a Client File or otherwise any data, text, graphics, content or material that: (i) is false or misleading; (ii) is defamatory; (iii) invades another's privacy; (iv) is obscene, pornographic or offensive; (v) promotes bigotry, racism, hatred or harm against any individual or group; (vi) infringes another's rights, including any intellectual property rights; or (vii) violates or encourages any conduct that would violate any applicable law or regulation or would give rise to civil liability,
- Access, tamper with or use any non public areas of the Services or CPARIS®'s computer systems or the technical delivery systems of CPARIS®'s providers,
- Attempt to probe, scan or test the vulnerability of the Services or any related system or network or breach any security or authentication measures,
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services,
- Interfere with or attempt to interfere with the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming or mail-bombing the Services,
- Impersonate or misrepresent your affiliation with any person or entity.

CPARIS® will have the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and security-related issues, to the fullest extent of the law. CPARIS® may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms and Conditions. You acknowledge that CPARIS® has no obligation to monitor your access to or use of the Services, but has the right to do so for the purpose of operating the Services, to ensure your compliance with these Terms and Conditions or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

9 Links

The Services may make available links to third-party websites. You acknowledge and agree that CPARIS® is not responsible or liable for the availability or accuracy of such websites or the content, products or services on or available from such websites. Links to such websites do not imply any endorsement by CPARIS® of such

websites or the content, products or services available from such websites. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites.

10 Termination

You may terminate your account at any time. If you violate any of these Terms and Conditions, your permission to use the Services will automatically terminate. CPARIS® reserves the right to discontinue providing the Services or to change the Services at any time and without notice. Except to the extent that CPARIS® is required by applicable law or court order to retain copies of any of your Client Files that are stored on the CPARIS® servers, upon any termination of your account, CPARIS® will delete and erase all Client Files associated with your account.

11 Warranty disclaimer

The Services are provided 'as is', without warranty or condition of any kind, either express or implied. Without limiting the foregoing, CPARIS® explicitly disclaims any warranties of merchantability, fitness for a particular purpose or non-infringement. CPARIS® makes no warranty that the Services will meet your requirements or will be available on an uninterrupted, secure or error-free basis. Your use of the Services is at your own risk. You acknowledge and agree that CPARIS® will not be responsible for any damages to your computer system or the computer system of any third party that result from use of the Services.

12 Indemnity

You agree to defend, indemnify and hold harmless CPARIS®, its officers, directors, employees and agents, from and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services or your violation of these Terms and Conditions.

13 Liability limitation

In no event will CPARIS® be liable to you or to any third party for any incidental, special, consequential or punitive damages arising out of or in connection with these Terms and Conditions or from the user's inability to use the Services or any Client Files sent through, stored by or downloaded from the Services, whether based on warranty, contract, tort (including negligence) or any other legal theory and whether or not CPARIS® has been informed of the possibility of such damage, even if a remedy set forth herein is found to have failed of its essential purpose.

In no event will CPARIS®'s aggregate liability to you or to any third party for any and all claims arising out of or in connection with the use of the Services exceed one hundred Australian dollars (AU\$100). The limitations of damages set forth above are fundamental elements of the basis of the bargain between CPARIS® and you.

Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

14 Severability

In the event that any provision of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions of these Terms and Conditions will remain in full force and effect.

15 Notice

CPARIS® may provide you with notices, including those regarding changes to the Services by email or by postings on the Services.

16 Waiver

The failure of CPARIS® to enforce any right or provision of these Terms and Conditions will not be deemed a waiver of such right or provision.

17 Agreement

These Terms and Conditions are the entire and exclusive agreement between CPARIS® and you regarding the Services and these Terms and Conditions supersede and replace any prior agreements between CPARIS® and you regarding the Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other CPARIS® Services, affiliate Services or third-party content software or Services.