



TERMS OF USE

Welcome to www.i-dance.com. Please read the following Terms of Use carefully before using the I-dance Service, so that you are aware of your legal rights and obligations with respect to I-dance. These Terms of Use together with all updates, additional terms and all of I-dance's rules and policies, collectively constitute the "Agreement" between you and I-dance. Any additional, different or inconsistent terms proposed by you, whether in writing or otherwise, are hereby objected to and rejected.

By using the Service, you signify your irrevocable acceptance of the Agreement. You also agree to ensure that anyone who uses the Service on your computer also abides by the Agreement. I-dance has the right to revise the Terms of Use at any time without providing notice to its users. Your continued use of the Service shall be deemed irrevocable acceptance of those revisions.

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.

ARTICLE 1 DEFINITIONS

The Service	the website www.I-dance.com and any related content and services available through the website;
Material	any content including but not limited to text, photos, images, graphics and audio- or audiovisual material.
Music Tracks	any sound recording of vocal and musical performances (whether performed by you alone or otherwise) of musical compositions.
I-dance, we, our or us	I-dance B.V. and/or its subsidiaries
You or your	any person or entity using the Service

ARTICLE 2 SERVICE

2.1 You acknowledge that I-dance is a service provider with the sole purpose of promoting Music Tracks when, in I-dance's sole discretion, the Music Track is of potential for the establishment of a contact between any subscribers to the Service. I-dance generally does not regulate the content of communications between users or users' interactions with the Service. As a result, I-dance has very limited control, if any, over the quality, safety, morality, legality, truthfulness or accuracy of various aspects of the Service. You will not hold I-dance responsible for other users' actions or inactions, including Music Tracks and/or Material they post.

2.2 The Service presently includes a fictional currency called Karma Points. I-dance may distribute Karma Points without charge in its sole discretion. Karma Points are not redeemable for any sum of money or goods or service other than explicitly mentioned. All Karma Points shall expire if not redeemed within twelve (12) months from the date of issuance.

ARTICLE 3 ELIGIBILITY

The Service is available only to, and may only be used by individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to persons under the age of 18 or to temporarily or indefinitely suspended I-dance members.

ARTICLE 4 ACCOUNT

4.1 To obtain access to the Service, you have to apply for an account ("Account"). We reserve sole discretion over whether to grant you an Account.

4.2 You agree to provide complete, true and accurate Account information, including but not limited to your e-mail address, name, user name, country and credit card information ("Registration Data"). You further agree that we may store and use your Registration Data for use in maintaining your Account and billing fees to your credit card.

4.3 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 all actions by others using your Account, with or without your permission or knowledge prior to the time that you notify us of any unauthorized use.

4.4 Accounts may be cancelled by you at any time. There will be no refunds for any unused time on a subscription.

ARTICLE 5 SUBSCRIPTION FEE

5.1 As consideration for the Service, Subscriber agrees to pay I-dance all applicable subscription fees as posted on the website at the time Subscriber applies for the Service. All subscription fees are due immediately and are non-refundable except as otherwise provided herein. Any and all subsequent renewals of a Service shall be subject to I-dance's terms of use and applicable subscription fees at the time of renewal.

5.2 You are responsible for paying all fees and applicable taxes associated with the Service in a timely manner with a valid payment method. If your payment method fails or your Account is past due, we may collect fees owed using other collection mechanisms.

5.3 Fees and prices appearing on the website are based on European Euros and inclusive of VAT unless mentioned otherwise.

ARTICLE 6 LICENSE

Subject to the terms of this Agreement, I-dance grants you a limited, personal, revocable, non-exclusive, non-sub licensable, non-assignable, license to use, reproduce and distribute the Music Tracks and the Materials to the extent as indicated by the owner/licensor and in the format provided on this website only. All other rights in and to the Music Tracks and Materials are retained by I-dance or its licensors.

ARTICLE 7 PROPRIETARY RIGHTS

7.1 You acknowledge and agree that the Service contains Music Tracks, Material and proprietary information that are owned by I-dance and/or its users and are protected by applicable intellectual property rights, including but not limited to copyrights, neighbouring/related rights, trademark rights and patents.

7.2 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 intellectual property rights granted to you in this Agreement. You will not take any action to jeopardize, limit or interfere with the intellectual property rights. You acknowledge and agree that any unauthorized use of the intellectual property rights is a violation of this Agreement as well as a violation of intellectual property laws, including without limitation copyright laws.

7.3 You agree that you will not remove, obscure, make illegible or alter any notices or indications of the intellectual property rights and/or I-dance's rights and ownership thereof.

ARTICLE 8 ADDING MUSIC TRACKS AND MATERIAL TO THE SERVICE

8.1 I-dance acknowledges and agrees that, subject to the terms and conditions of this Agreement, you will retain any and all applicable copyright and other intellectual property rights with respect to any Music Track and/or Material added by you to the Service, to the extent you have such rights under applicable law.

8.2 Notwithstanding the foregoing, you understand and agree that by submitting your Music Tracks and/or Materials to any area of the Service, you automatically grant (and you represent and warrant that you have the right to grant) to I-dance: (a) a royalty-free, worldwide, fully paid-up, perpetual, irrevocable, non-exclusive right and license to (i) use, reproduce, distribute and communicate to the public your Music Tracks and/or Materials within the Service as permitted by you through your interactions on the Service, and (ii) use and reproduce (and to authorize third parties to use and reproduce) any of your Content in any or all media for marketing and/or promotional purposes in connection with the Service; (b) the perpetual and irrevocable right to delete any or all of your Content from I-dance's servers and from the Service, whether intentionally or unintentionally, and for any reason or no reason, without any liability of any kind to you or any other party; and (c) a royalty-free, fully paid-up, perpetual, irrevocable, non-exclusive right and license to copy, analyze and use any of your Music Tracks and/or Materials as I-dance may deem necessary or desirable for purposes of debugging, testing and/or providing support services in connection with the Service and (d) the right to use your name, likenesses and biographical material in connection with the distribution, exploitation, marketing and promotion of the Service and/or the Music Tracks.

8.3 You acknowledge that the Music Tracks and/or Material you provide may be used by users of the Service pursuant to the terms of these Terms of Use. I-dance cannot take responsibility for the compliance by users of the Terms of Use. You acknowledge and agree to the possibility of Music Tracks and/or Material added to the Service by you being used in a way that is not contemplated in this Agreement or the Terms of Use. You also agree that I-dance shall have no liability to you or any person claiming through you for any breach by a third party or licensee of the terms of any agreement respecting Music Tracks.

8.4 By adding Music Tracks and/or Material to the Service, you warrant that a) you are authorised to enter into this Agreement and that you have the right to grant us the rights granted by you herein; b) each Music Track and/or Material uploaded by you is original and does not include sampled material unless you have obtained a license permitting the use of such sampled material; (c) you are the original composer of all music and lyrics contained in the Music Track, or you have obtained a license to such music and lyrics from the original composer(s) and/or the copyright proprietor(s) of the original musical composition(s) from which such music and lyrics are derived; d) no Music Tracks and/or Material submitted by you will violate any law, or violate or infringe on the rights of any person, including contractual rights, intellectual property rights, publicity and privacy rights or unfair competition, and no consent, license or permission is necessary or shall be required by you or any third party; e) you are under no disability, restriction or prohibition with respect to your right to execute this Agreement, either on your own behalf or on behalf of each member of your group; f) I-dance will not be required to make any payments of any nature to anyone, including all persons and parties whose performances or ideas are contained on the Music Tracks, its producer(s), publisher(s) or author(s) (including their collecting rights societies) and any union, guild or affiliated trust fund g) You shall be solely responsible for all licensing, reporting and payment obligations to any third party including but not limited to copyright collecting societies, in

connection with the use of the Music Tracks and Material as set forward in this article and this Agreement.

8.5 You agree to indemnify, defend and hold I-dance and its affiliates, and their respective directors, officers, employees, agents and licensees of Music Tracks and/or Materials harmless from and against any and all claims, liability, losses, costs and expenses incurred by any of them inconsistent with any agreement, undertaking, representation or warranty made by you in this Agreement.

ARTICLE 9 ACCESS AND INTERFERENCE

9.1 You acknowledge and agree to use the Service solely for lawful purposes. In this respect you agree that you will not use any robot, spider, scraper or other automated means to access the Service for any purpose without our express written permission. Additionally, you agree that you will 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.

9.2 Further your activities through the Service shall not: (i) be false, inaccurate or misleading; (ii) infringe any third party's copyright, neighbouring/related rights, 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, worms, time bombs, cancel bots or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

ARTICLE 10 NOTIFICATION OF INTELLECTUAL PROPERTY RIGHT INFRINGEMENT

I-dance will investigate notices of intellectual property right infringement and take appropriate actions. If you believe that your work has been used or copied in a way that constitutes intellectual property right infringement and such infringement is occurring on the I-dance website, send us a notice at infringement@i-dance.com containing: (i) a physical or electronic signature of the intellectual property right owner or person authorized to act on behalf of the intellectual property right owner; (ii) a description of the 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 I-dance website; (iv) information sufficient to permit I-dance to contact you, such as your physical address, telephone number, and 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 intellectual property right owner; and (vi) a statement and evidence by you that the information in your notice is accurate and, under penalty of perjury, that you are the intellectual property right owner.

ARTICLE 11 BREACH

Without limiting other remedies, we may limit your activity, immediately remove your Account and/or Music Tracks, warn our community of your actions, issue a warning, temporarily suspend, indefinitely suspend or terminate your Account 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. You understand and agree that you shall

receive no refund or exchange for any unused time on a subscription, any subscription fees, any content or data associated with your Account, or for anything else.

ARTICLE 12 LINKS

We may provide links to other sites that we feel are relevant and interesting to our users ("Link Sites"). I-dance 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.

ARTICLE 13 PRIVACY

13.1 We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent and we only use your information as described in the Privacy Policy. Our current Privacy Policy is available at <http://www.i-dance.com/legal/pdf/privacypolicy.pdf>. If you object to your Information being transferred or used in this way please do not use our services.

ARTICLE 14 NO WARRANTY

ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. WE, OUR SUBSIDIARIES, AND OUR LICENSORS DO NOT WARRANT THAT MATERIALS, INFORMATION, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICE ARE ACCURATE, RELIABLE OR CORRECT; THAT THIS WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS SERVICE IS SOLELY AT YOUR RISK.

ARTICLE 15 LIABILITY LIMIT

UNDER NO CIRCUMSTANCES SHALL WE, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, OR OUR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES 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 THE I-DANCE WEBSITE AND/OR ITS SERVICES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF I-DANCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. OUR LIABILITY, AND THE LIABILITY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, OR OUR LICENSORS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT OF FEES YOU HAVE PAID TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY.

ARTICLE 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.

ARTICLE 17 INDEMNIFICATION

You agree to indemnify, defend and hold I-dance, its subsidiaries, affiliates, directors, officers and employees harmless from and against any and all liability and costs, 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 any 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 misuse of the Service.

ARTICLE 18 GENERAL PROVISIONS

18.1 I-dance reserves the right to modify this Agreement at any time by providing such revised Agreement to You or by publishing the revised Agreement on the website. Your continued use of the Service shall constitute your acceptance to be bound by the terms and conditions of the revised Agreement.

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

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

18.4 The failure of I-dance at any time or times to require performance of any provisions hereof shall in no manner affect its right at a later time to enforce the same unless the same is explicitly waived in writing and signed by I-dance.

18.5 You are not allowed to assign this Agreement or any rights hereunder without the prior written consent of I-dance. I-dance reserves the right to transfer this Agreement or any rights or obligation under this Agreement.

18.6 This Agreement shall be governed by and construed in accordance with the laws of The Netherlands without giving effect to the conflict of laws or provisions of The Netherlands or your actual state or country of residence. Those who choose to access the Service from other locations are responsible for compliance with applicable local laws.

18.7 Any legal proceedings arising out of or relating to this Agreement will be subject to the exclusive jurisdiction of any court of Amsterdam.