

TERMS OF USE

(Last modified September 29, 2016)

1. Introduction, Acceptance, Definitions, and Modifications

Welcome to the CrowdsourceSFX website located at <http://www.crowdsourcesfx.com> (the “**Website**”) which includes all subdomains present and future. We hope you enjoy your visit and / or use of the Website, which may include the purchase of SFX Libraries as described below.

By visiting and / or using the Website you agree to be bound by the terms of the present agreement, known as the Terms of Use (the “TOU”), without any reservations, modifications, additions or deletions. If you do not agree to all the provisions contained in the TOU, you are not authorized to use the Website. The TOU are a legal and binding agreement between you and us.

The Website is owned and operated by CrowdsourceSFX, Inc. (“**CrowdsourceSFX**”), a corporation located at 551 Rue De La Montagne, # 503, Montreal, QC, H3C 6S4. Where the present TOU refers to “CrowdsourceSFX”, it may refer to CrowdsourceSFX, Inc. and / or its officers, directors, employees, agents or representatives, depending on the context. Any reference to “**we**”, “**our**”, or “**us**” in these TOU shall also refer to CrowdsourceSFX.

In these TOU, a Website visitor or user may be referred to as “**you**” or “**your**”. When a Website user has created an account and is logged in, they may be referred to as a “**Logged-in User**”. When a Website user has made a purchase, they may be referred to as a “**Customer**”.

CrowdsourceSFX reserves the right, at any time and without prior notice, to modify or replace any of the TOU. Any changes to the TOU can be found at this URL. It is your responsibility to check the TOU periodically for changes. Your use of the Website following the posting of any changes to the TOU constitutes acceptance of those changes. If we make any substantial changes to the TOU that materially affect your legal relationship with CrowdsourceSFX, we will use commercially reasonable efforts to notify you by sending a notice to the primary email address specified in your account or by posting a prominent notice when you log in to your account for the first time following those changes.

The TOU should be read in conjunction with the [Privacy Policy](#), as both these documents govern your use of the Website.

If you have any questions about the TOU, please contact:

CrowdsourceSFX Legal Services
legal@crowdsourcesfx.com

or:

CrowdsourceSFX Legal Services
551 Rue de la Montagne, # 503
Montreal, QC
H3C 6S4 CANADA

2. General Code of Conduct for Use of the Website

In addition to the more specific rules found later in these TOU, you agree that by visiting and / or using the Website, you will:

- (i) Not use the Website in any manner that in any way violates these TOU;
- (ii) Not use the Website in any manner that violates any intellectual property rights of any third party;
- (iii) Not use the Website in any manner to propagate spam, including but not limited to unsolicited advertising or bulk electronic mail or messages, including to link to a spam or phishing website;
- (iv) Not use the Website in any manner to propagate software viruses, Trojan horses, worms, or any other malicious or non-malicious computer code, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment in any form whether belonging to CrowdsourcingSFX or a third party, or to damage or obtain unauthorized access to any system, data, password or other information (whether Personal Information or not) of CrowdsourcingSFX, other Website users, or any other third party;
- (v) Not: (1) take any action that imposes or may impose (as determined by CrowdsourcingSFX in its sole discretion) an unreasonable or disproportionately large load on CrowdsourcingSFX's (or its third party providers') infrastructures; (2) interfere or attempt to interfere with the proper functioning of the Website or any activities conducted on the Website; (3) bypass any measures CrowdsourcingSFX may use to prevent or restrict access to the Website or any element thereof; (4) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Website; or (5) harvest or scrape any content from the Website in an unreasonable manner;
- (vi) Use the Website in good faith, and in compliance with all applicable local, state, provincial, national, and international laws.

3. Accounts, Passwords and Logged-in Users

In order to access certain areas of the Website and to use certain functions on the Website, and / or to make a purchase on the Website, you are required to create an account. Accounts are free, and are available to anyone who provides the requisite information. The information required to create an account is the following: a valid email address. This information plus any additional non-mandatory information you submit as part of the sign-up process or at a subsequent time may be referred to in the present TOU or the Privacy Policy as "**Account Information**". While you do not have to have an account to submit a sound effect for inclusion in an SFX Library, an account will be automatically created for you once you submit.

As part of the account registration, you will be assigned a password. Once you have been assigned a password, you may change it on your Account page. If you change your password, it is your responsibility to create a password of sufficient strength that cannot easily be discovered by third parties.

If you are a Logged-in User, it is strongly suggested that you log out of your account at the end of every session, or not leave a logged-in account unattended for any period of time. CrowdsourcingSFX, its affiliates, and their respective shareholders, officers, directors, employees, agents, partners, principals, representatives, successors and assigns (collectively "**Representatives**"), will not be held liable for any

losses or damages, direct or indirect, pecuniary or non-pecuniary, resulting from your failure to log out at the end of the session, an unattended logged-in session, or a third party using the Website with your account information and accessing your account through any means, and disclaims any responsibility in this regard.

CrowdsourcingFX reserves the right to terminate your account, at its sole discretion, at any time and for any reason, including but not limited to whether you have violated the letter or spirit of the TOU, as more further described hereinbelow.

4. Purchases of SFX Libraries

CrowdsourcingFX allows Website Logged-In Users to purchase libraries of special effects submitted by other Website users (“**User SFX**”, which may also include SFX created by CrowdsourcingFX), which may be collectively referred to in the TOU or Privacy Policy as “**SFX Libraries**”.

If you are making a purchase of an SFX Library, you declare being above 18 years old and having the legal capacity to make a purchase, or you have received parental authorization allowing you to make a purchase on the Website. Any SFX Library ordered shall remain our property (subject to the licenses as outlined in these TOU) until you fulfill all your obligations towards us, namely until the full payment of the price, plus any taxes as applicable. Once your full payment has been completed, your SFX Library will be available for download through a link in an email or visible on your account page.

Your purchase of an SFX Library is subject to the use license as described further in this section.

a. Payment Processing

All purchases of SFX Libraries made through the Website are processed using a secure <https://> connection, and payment processing is handled through the online payment processor [Stripe](#).

Stripe currently accepts certain credit cards as displayed on the checkout page as payment options, but the available purchase options are subject to change without notice. Once transactions are accepted by Stripe, they are processed in accordance with Stripe’s program rules and procedures and Terms of Use. CrowdsourcingFX and Stripe are unaffiliated companies and CrowdsourcingFX has no influence on the operations of Stripe. CrowdsourcingFX shall in no way be held responsible for any losses or damages, direct or indirect, pecuniary or otherwise, resulting from any error or failure on the part of Stripe.

b. Prices and Taxes

All prices of SFX Libraries are firm and in U.S. dollars that may be converted to other currencies by Stripe at the time of payment processing, depending on your country of origin and / or credit card account agreement. Prices are displayed on the individual SFX Library page and are subject to change without notice. Pricing does not include sales taxes as applicable, which shall be displayed during the checkout process, depending on your location. If you have a valid coupon or discount code, it shall be applied and displayed during the checkout process.

In the event that a SFX Library is mistakenly listed at an incorrect price or an incorrect discount is applied, CrowdsourcingFX reserves the right to refuse or cancel any orders placed listed at the incorrect price or at an incorrect discount. CrowdsourcingFX reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and the Customer’s credit card charged. If the Customer has already been charged for the purchase and the order is cancelled, CrowdsourcingFX shall issue a

credit to the credit card or used to make the purchase in the amount of the incorrect price (plus any taxes as applicable).

c. Refund Policy

We want all Customers to be satisfied with any SFX Library they have purchased. If you are not satisfied with an SFX Library, we will refund the purchase price, plus any applicable taxes, if you claim your refund within 30 days of your purchase. Please contact us at paul@crowdsourcesfx.com to arrange a refund. If you receive a refund, you shall delete any and all copies of the SFX Library in your possession.

d. Use License

Your purchase of an SFX Library is subject to the following usage restrictions. When you purchase an SFX Library, no ownership title in the SFX Library is transferred to you. You are granted a perpetual limited use license to use the purchased SFX Library as follows:

- (i) You may download any SFX Library purchased up to five (5) times, and you have unlimited use of the User SFX included therein;
- (ii) You may use any User SFX included in the SFX Library for your own personal use, which may be commercial use, subject to the next restriction;
- (iii) You may not resell the SFX Library or any User SFX included therein. This restriction shall not apply to any User SFX of which you are the original copyright owner;
- (iv) You may not remove any copyright or other proprietary notations from the SFX Library or any User SFX included therein;
- (v) You may not transfer the SFX Library or any User SFX included therein to another person or “mirror” the materials on any other server, or otherwise make them available to any third party. This restriction shall not apply to any User SFX of which you are the original copyright owner.

Your use license shall automatically terminate if you violate any of these restrictions, and may be terminated by CrowdsourceSFX at any time, if we believe you have violated the TOU. Upon termination of your license you shall destroy any and all copies of the SFX Library in your possession.

CrowdsourceSFX reserves the right to take any and all legal action in law or in equity against you for your violation of the use license, or for your failure to destroy your copies of the SFX Library upon termination of your license.

5. Copyright and Intellectual Property Rights

The content, arrangement and layout of the Website (excluding User Content as defined in the next section), including but not limited to the trademarks, photos, logos, videos, audio, images, text (in the form of plain text, HTML, or PDFs) and computer code are proprietary to CrowdsourceSFX, either owned or under license, and may not be copied, imitated, reproduced, displayed, distributed, transmitted, decompiled or otherwise used without the express permission of CrowdsourceSFX, or as permitted by the functionality of the Website or these TOU. Any unauthorized use of the content, arrangement or layout of the Website, computer code, images, logos, videos, audio or trademarks found in the Website or any derivative works thereof may violate civil or criminal laws, including but not limited to intellectual property laws, and CrowdsourceSFX may take action accordingly.

The above paragraph further applies to third party property used as part of the Website, including but not limited to third party computer code. For the purposes of the present section, “computer code” includes source code, frameworks, CSS or JavaScript files, templates, modules, or any similar files.

If you choose to communicate to Crowdsourcing suggestions for improvements to the Website or any service available on the Website, or suggestions for SFX Libraries (collectively, “**Feedback**”), Crowdsourcing shall own all right, title, and interest in and to the Feedback and will be entitled to use the Feedback without restriction. You hereby irrevocably assign all right, title and interest in and to the Feedback to Crowdsourcing and waive in favor of Crowdsourcing, its successors and assigns all your moral rights in the Feedback, and agree to provide Crowdsourcing such assistance as Crowdsourcing may require to document, perfect, and maintain Crowdsourcing’s rights to the Feedback. You acknowledge and agree that, by providing any Feedback to Crowdsourcing, you are not entitled to any compensation or reimbursement of any kind from Crowdsourcing under any circumstances.

6. User Content Policy, and Related Copyright and Intellectual Property Rights

As a Website user, you may submit User SFX, audio clips of sound effects to contribute to an SFX Library. As a Customer, you may use the Website to leave reviews on SFX Libraries you have purchased. Each of these user submissions may be referred to as “**User Content**”. By creating, submitting and / or uploading User Content, you agree to be bound by the Crowdsourcing policy for User Content as described in this section (the “**User Content Policy**”).

When you submit User Content, you acknowledge and agree to the following:

- (i) User Content submitted by you does not violate any intellectual property right or other proprietary right of a third party. Without limiting the generality of the foregoing, you acknowledge that any written text or User SFX submitted are your own original works, or works for which you have been granted a valid license to reproduce, display and resell (for User SFX). You affirm, represent and warrant that: (1) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Crowdsourcing to use all intellectual property rights and other proprietary rights in and to the User Content (or the individual constituent elements thereof) as set out herein; and (2) have all necessary consents to collect, use and disclose any personally identifiable information, or sounds (of yourself or third parties) contained or displayed in the User Content to enable inclusion and use of the User Content in the manner contemplated by the Website and these TOU;
- (ii) You retain all of your ownership rights (whether in copyright, other intellectual property or property right) in the User Content you submit. However, by submitting User Content to Crowdsourcing, you hereby grant Crowdsourcing a worldwide, non-exclusive, sublicenseable and transferable license to use, edit, translate, reproduce, distribute, display, and / or perform and otherwise fully exploit the User Content in connection with the Website and / or Crowdsourcing 's (and its successors' and affiliates') business or activities, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels without any compensation to you, except as defined in the next section of these TOU, “Royalty Payments”;
- (iii) Where you have uploaded User SFX, you grant a limited license to Crowdsourcing of: (a) resale (whether on the Website or through other means) or commercial use of the User SFX as a part of an SFX Library, subject to the Royalty Payments terms of these TOU; (b) the collection and use of any product listings or descriptions. Such license grant does not include, unless explicit permission is

granted by you, of: (a) any resale or commercial use of your individual User SFX, except as part of an SFX Library; (b) any resale or commercial use of a selected subset or incomplete representation of a complete SFX Library or other collection;

- (iv) Without limiting the generality of the foregoing, you acknowledge that when you upload User SFX for inclusion in SFX Libraries, CrowdsourceSFX then grants the limited use license as described in section 4d. of these TOU to CrowdsourceSFX Website Customers;
- (v) You also hereby waive any moral (or equivalent non-economic) rights you may have in your User Content and grant other users and Customers of the Website, a non-exclusive license to access and use your User Content, subject to the licenses in these TOU;
- (vi) The licenses and rights granted or waived by you in the previous paragraphs in regards the User Content are perpetual and irrevocable, and apply throughout the world and in any and all media as applicable;
- (vii) You will not upload any User Content that is unlawful, such as User Content that is threatening, abusive, harassing, defamatory, libelous, fraudulent, invasive of another's privacy, or otherwise tortuous. Furthermore, you will not upload any User Content that contains any adult content; or upload any User Content that contains and viruses, commercial solicitations, mass mailing, chain mailing or any other form of spam;
- (viii) You will not include in User Content links to any third party website that is a spam or phishing website, to any website that sells goods or services not related to the activities or themes of the Website, or to any website that may violate any applicable law.

Where you are accessing or downloading User Content of a Website user, you acknowledge that any use of User Content accessed or downloaded by you while using the Website is at your own risk and you will be solely responsible for any damage or loss to you or any third party arising therefrom, and CrowdsourceSFX disclaims any responsibility in this regard.

If you as a Website visitor or user believe that a Website user or Logged-in User has posted User Content that violates these TOU, please contact us at legal@crowdsourcesfx.com so that we may conduct an inquiry. CrowdsourceSFX retains absolute discretion whether to remove or modify any User Content or take any other action pursuant to your report.

Customer reviews are not edited, curated or otherwise modified or checked by CrowdsourceSFX prior to posting. However, CrowdsourceSFX reserves the right, in its sole discretion, to remove or modify immediately and without notice, any User Content that violates the User Content Policy. User SFX are curated prior to their inclusion in an SFX Library, as more fully explained in the Royalty Payments section of these TOU.

CrowdsourceSFX, its affiliates and their respective Representatives, officers, directors, owners, officials, partners, partnerships, principals, employees, affiliates and other related entities, agents, representatives, successors and assigns, will not be held liable for any damages, pecuniary or otherwise, to you or any third party arising from your submission or use of User Content, whether it violates the User Content Policy or not, and disclaims any responsibility in this regard.

7. Royalty Payments

When you upload User SFX to the Website, you shall be entitled to the compensation as described in this section, hereinafter “**Royalty Payments**”.

a. General Rules and Acknowledgements Regarding Royalty Payments

When you submit User SFX, you acknowledge and agree that:

- (i) CrowdsourceSFX retains absolute discretion as to whether to include your User SFX in a particular SFX Library. User SFX may be rejected for any reason, including but not limited to sound quality or that the User SFX does not fit into the overall theme of the suggested SFX Library;
- (ii) When you submit User SFX and they are accepted, you shall only be entitled to Royalty Payments if the SFX Library in question generates net profits as described in the next sub-section of these TOU;
- (iii) Royalty Payments are made through PayPal. You must have a PayPal Account in order to receive Royalty Payments, which shall be made in U.S. Dollars, which may be converted to other currencies depending on your country of origin and / or the PayPal Terms of Use. You are required to submit Royalty Payment information (full name, email address, and mailing address) as specified in the [Privacy Policy](#) in order to receive your Royalty Payments;
- (iv) CrowdsourceSFX shall be responsible, and has absolute discretion, for calculation of the Royalty Payments, based on all your submitted User SFX and the annual calculations as described in the next sub-section of these TOU;
- (v) You shall be entitled to payment of your Royalty Payment only if your total Royalty Payments for all submitted User SFX is above \$5 (five U.S. dollars), as described in the next sub-section. If this threshold is not met, the amount shall accumulate annually.

b. Calculation of Royalty Payments

The following calculation is made on December 31st of every calendar year for each SFX Library available for purchase on the Website:

Your Royalty Payment = (SFX Library Net Profit) x (Your Proportional Contribution to SFX Library) x (80%)

Where the following definitions and explanations apply:

“SFX Library Net Profit” – The net profits of a particular SFX Library where you contributed User SFX that was included in the SFX Library, defined as total gross sales of that SFX Library less operating expenses for that SFX Library (as determined by CrowdsourceSFX in its sole discretion).

“Your Proportional Contribution to SFX Library” - CrowdsourceSFX shall determine, in its sole discretion, the proportion of Your Contribution to a particular SFX Library, based on quality, variety and duration of your submitted User SFX to that SFX Library. For a detailed explanation of the determination of Your Contribution, please refer to our [“How it Works” page](#).

80% – CrowdsourceSFX retains a 20% commission on net sales of licenses of SFX Libraries.

Your Royalty Payment for a particular SFX Library (if any) as determined by the above formula shall be tabulated upon every annual calculation. If your total Royalty Payments for all SFX Libraries exceeds the threshold described in section 7.(a)(v) above, you shall be paid your Royalty Payment within 30 days following December 31st.

8. External Links

From time to time CrowdsourceSFX or Logged-in Users may provide links to other websites or services. Links from the Website may take you to websites or services not covered by these TOU. When you access third party resources on the Internet in this manner, you do so at your own risk. CrowdsourceSFX or Logged-in Users provide those links as a convenience to you and CrowdsourceSFX takes no responsibility for your use of those other websites or services or protection of your privacy (including collection of your personal information) on those other websites or services. We encourage you to check the Terms of Use and / or Privacy Policy of any website or service you visit. CrowdsourceSFX does not make any claim or warranty whatsoever about the content of those websites or services to which we link, or any products or services available through those websites or the third parties operating those websites.

In no way will CrowdsourceSFX or its Representatives be held responsible for any damages, direct or indirect, pecuniary or non-pecuniary: (1) for your use of websites or other services that may be linked to from the Website or the information thereon; (2) for any virus, Trojan horse, worm or other similar destructive file received as a result of your use of those websites or services; (3) caused by or in connection with, use of or reliance on any content, or products or services (whether free or for purchase) available on or through any linked-to website or service; or (4) for the actions of the operators of any such website or service.

9. Interruption of Service

From time to time, the Website may be unavailable for periods of time for maintenance and / or modifications to the Website. While we will endeavour to make this unavailability as brief as possible, CrowdsourceSFX or its Representatives shall not be held liable for any losses or damages, pecuniary or non-pecuniary, resulting from the interruption of the normal functioning of the Website, and disclaims any responsibility thereto.

10. Termination of the Website or Your Access to the Website and the TOU

You agree that CrowdsourceSFX, in their sole discretion, with or without cause, has the right (but not the obligation) to block your IP address, revoke your account credentials, or otherwise terminate your access to or use of the Website (or any portion thereof), immediately and without notice, for any reason, including, without limitation, if CrowdsourceSFX believes that you have acted inconsistently with the letter or spirit of the TOU or the Privacy Policy, or have repeatedly violated the User Content Policy. If your access to the Website is terminated under this paragraph, you shall forfeit any amounts available to you as Royalty Payments.

CrowdsourceSFX may also, in their sole discretion and at any time, discontinue providing the Website, or any portion thereof, with or without notice. You agree that CrowdsourceSFX shall not be liable to you or any third party for any losses or damages, pecuniary or non-pecuniary, resulting from termination of your access to the Website, or from CrowdsourceSFX's termination of the Website or any part thereof. If

the Website is terminated by CrowdsourceSFX as described in this paragraph, CrowdsourceSFX shall pay any amounts owing to you as Royalty Payments.

You may also choose to terminate your access to the Website by cancelling your account. If you wish to cancel your account, please contact us at paul@crowdsourcesfx.com.

Termination of the Website or your access to the Website shall terminate the present TOU as between you and CrowdsourceSFX. All provisions of these TOU which by their nature should survive termination of these TOU shall survive termination, including without limitation, intellectual property provisions, disclaimers, indemnity and limitations of liability.

11. Disclaimer of Warranties

You expressly understand and agree that your use of the Website, the information thereon or materials downloaded therefrom (whether provided by CrowdsourceSFX or third parties, including but not limited to SFX Libraries), or any activity arising from your use of the Website or the information thereon or the materials downloaded therefrom is at your sole risk. The Website, any materials downloaded therefrom (including but not limited to SFX Libraries), or any third party materials, are provided on an "as is" and "as available" basis, and you will be solely responsible for any damage to your computer system or loss of data that results from the download, stream or access of any material obtained through the use of the Website or any other functionalities of the Website, or losses or damages (financial or otherwise) resulting from your use of the Website, the information thereon, any materials downloaded therefrom, or any activity arising from the use of the Website, the information thereon or any materials downloaded therefrom.

The information or resources provided through the Website, written or produced by CrowdsourceSFX staff, freelance writers or other subcontractors hired by CrowdsourceSFX are expected to be as accurate as possible at the time of writing or production, and every effort has been made to ensure that the information from the Website is as accurate and up-to-date as possible. However, certain information may change, and errors or omissions may occur, and CrowdsourceSFX shall not be responsible for any loss or damage, financial or otherwise, resulting from changes or errors in information, or any omission, on the Website or the information thereon. CrowdsourceSFX makes no warranty whatsoever regarding the accuracy of information provided by other Website users in the form of User Content, and expressly disclaims any responsibility in this regard.

CrowdsourceSFX expressly disclaims all warranties of any kind, whether express or implied, including but not limited to: warranties of title and non-infringement; warranties that the Website, the information thereon or any materials downloaded therefrom, and any third party materials will be uninterrupted, error-free, accurate, reliable and free from virus and other harmful components; and the implied warranties of merchantability and fitness for a particular purpose. CrowdsourceSFX, its affiliates and their respective Representatives, do not warrant that: (i) the Website will be secure or available at any particular time or location; (ii) any defects or errors or omissions will be corrected; (iii) any content (whether provided by CrowdsourceSFX or third parties) available at or through the Website (including but not limited to any SFX Library or its components) is free of viruses or other harmful components; or (iv) the results of using the Website or any content downloaded will meet your requirements.

Some of the content displayed on the Website (including but not limited to User Content) may include materials (including with respect to products or services) that belong to or are provided by third parties. You acknowledge that we assume no responsibility for such content, products and/or services.

To the extent that the law does not permit a disclaimer of warranties, all content accessible on this Website, or any other website to which we link, and all operations on this Website are warranted only to the minimum amount legally required.

12. Limitation Of Liability

In no case will CrowdsourceSFX, its affiliates, or their respective Representatives or licensees be liable for any indirect, special, consequential, exemplary, punitive damages or other damages, or for any losses, damages, liabilities, costs and expenses arising out of or relating to (i) your access, use, misuse or inability to access or use the Website or (ii) the interruption, suspension or termination of any part of or all the Website; and in both cases (i) and (ii) regardless of the cause of action (whether in contract, warranty, delict, quasi-delict, tort, negligence, strict liability or any other theory of liability) and even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary in the TOU, in no event will our aggregate liability for any claims in connection with your use of the Website and exceed the lesser of (i) Cdn\$ 100 or (ii) the total amount of your individual order(s) of SFX Library(-ies) from the Website.

CrowdsourceSFX disclaims any responsibility (i) where a delivered SFX Library is not in conformity with the laws of the country where they were received; or (ii) where we fail to fulfill our contractual obligations due to an act of God or to any force majeure event. We shall not be held responsible in case of differences between the description associated with an SFX Library on the Website and any SFX Library delivered to you, although you may be entitled to a refund as described elsewhere in these TOU.

You expressly understand and agree that CrowdsourceSFX, its affiliates, or their respective Representatives or licensees shall not be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, in contract, tort, strict liability, negligence, general civil liability or any other cause of action under legal or equitable theory, relating to the Website, the information on the Website, the use of the Website, activities arising from your use of the Website, SFX Libraries purchased on the Website, any third party materials (including but not limited to User Content) on the Website, or any materials downloaded from the Website. This limitation of liability applies, without limitation, to any damages or injury caused by any error, omission or other failure of performance by CrowdsourceSFX, its affiliates, business partners, agents or other subcontractors; any interruption, defect or delay in operation or transmission, including communication line failure; any computer virus; and any theft, destruction or alteration of, or unauthorized access to or use of, any electronic records.

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

13. Indemnity

Notwithstanding any other term of the TOU or any act or failure to act by CrowdsourceSFX or its Representatives, you agree to indemnify, defend and hold harmless CrowdsourceSFX, its affiliates and their respective Representatives where applicable, from and against any damages, liabilities, costs and expenses (including attorneys' fees), claims or demands, arising out of (i) your use of or connection to the Website, the information thereon (including but not limited to User Content), the materials downloaded therefrom, or SFX Libraries purchased therefrom; (ii) your participation in any activities arising from the Website or the information thereon (including but not limited to User Content) or SFX

Libraries downloaded therefrom; (iii) your violation of, or failure to perform your obligations under the TOU or the Privacy Policy; or (iv) your violation of any rights of a third party.

14. Governing Law and Applicable Jurisdiction

The TOU shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws. Regardless of where you access the Website, you agree that any action arising out of or relating to the TOU or your use of the Website shall be filed and adjudicated only in the courts located in the Judicial District of Montreal, Quebec, Canada, and you hereby irrevocably and unconditionally consent and attorn to the exclusive jurisdiction and venue of such court over any suit, action or proceeding arising out of the TOU or your use of the Website. Notwithstanding the foregoing, CrowdsourceSFX shall have the right to bring action against you in courts of competent jurisdiction in the jurisdiction in which you reside or are located: (i) to seek injunctive relief against you; (ii) to obtain a judgment against you where a judgment by the Montreal court will, or may not be, enforced by the jurisdiction in which you reside or are located; or (iii) to enforce a judgment obtained against you in the Montreal court.

15. Law Enforcement

CrowdsourceSFX reserves the right, without any limitation whatsoever, to: (i) investigate any suspected breaches of the Website security or its information technology or other systems or networks; (ii) investigate any suspected breaches of the TOU or violations of any additional terms, conditions or rules posted in connection with a particular service or feature on the Website; (iii) involve and cooperate with law enforcement authorities in investigating any such matters; and (iv) prosecute violators of the TOU to the full extent permitted by applicable law.

16. Miscellaneous Provisions

- (i) The TOU, in conjunction with the Privacy Policy, constitute the entire agreement between you and CrowdsourceSFX with respect to your use of the Website or purchase of SFX Libraries on the Website (as applicable), superseding any prior agreements between you and CrowdsourceSFX.
- (ii) CrowdsourceSFX shall not be liable for any failure to perform its obligations under the present TOU where such failure results from any cause beyond CrowdsourceSFX's reasonable control, including, but not limited to, mechanical, electronic or communications failure or degradation.
- (iii) If any provision of the TOU or Privacy Policy is found by a court of competent jurisdiction to be invalid, you and CrowdsourceSFX nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU or Privacy Policy, as the case may be, shall remain in full force and effect.
- (iv) The failure of CrowdsourceSFX to exercise or enforce any right or provision of these TOU does not constitute a waiver of such right or provision, which will still be available to CrowdsourceSFX.
- (v) The section titles in the TOU and Privacy Policy are for convenience only and have no legal or contractual effect.

(vi) The parties acknowledge having expressly required that these TOU and the Privacy Policy are to be drawn up in the English language. Les parties aux présentes reconnaissent avoir expressément exigé que les présentes Conditions d'utilisation et la Politique de confidentialité soient rédigées en anglais.

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