

7digital is committed to providing an excellent user experience. In order to provide this website and our digital music services to you, you must agree to be bound by the following terms which form a legally binding contract between 7digital Limited ("7") and you.

1 ACCEPTANCE OF TERMS

1.1 Access to our Sites. Your access to and use of any 7 websites (including but not limited to: www.7digital.com, www.7digital.ie, www.indiestore.com, www.yoursongsfor.me and any other site powered by 7 for third parties) (collectively "the Websites") and any Services referred to in Clause 2, is subject exclusively to these terms and conditions. Third party websites operated by 7 may also have additional terms to which you will be bound. It is your responsibility to read and understand any terms and conditions that apply to your use of websites and services.

1.2 Acceptance. You will not use the Website/Services for any purpose that is unlawful or prohibited by these terms and conditions. By using the Website/Services you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these terms and conditions you must immediately stop using the Website/Services.

1.3 Right to Amend Terms. We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these terms and conditions at any time without further notice. If we do this, we will post the changes to these terms and conditions on this page and will indicate the effective date at the top. If you do not agree to (or cannot comply with) the terms and conditions as amended, your only remedy is to stop using the Website/Service. You are responsible for regularly reviewing these terms and conditions so that you will be apprised of any changes. Your continued use of the Website/Services after any such changes constitutes your acceptance of the new terms and conditions.

2 THE SERVICES

2.1 Services. The Website provides digital media download and streaming services ("the Services") designed to enable you to purchase legal digital media. The Services are for your own personal and non-commercial use and you are not authorised to make any copies of any downloads or streams other than for personal use.

3 OBJECTIONABLE MATERIAL

3.1 Objectionable Material. You understand that by using the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language. Nevertheless, you agree to use the Service at your sole risk and 7 will not be liable to you for content that may be found to be offensive, indecent, or objectionable. 7 does not guarantee the accuracy of any descriptions provided on our Websites.

4 CHILD SUPERVISION

4.1 Accessing the Websites. We are concerned about the safety and privacy of our users, particularly children. Parents who wish to allow their children access to and use of the Websites should supervise such access and use. It is your responsibility to determine which if any portions of the Website are suitable for your child to access.

5 AGE RESTRICTION TO REGISTER FOR SERVICES

5.1 Registering for the Services. You must be at least 18 years of age to agree to and enter into a contract on your own behalf and to register for use of the Services. If you are under 18 but at least 13 years of age, you must present these terms and conditions to your parent or legal guardian, and he or she may consent on your behalf.

5.2 Minimum Age. Children under the age of 13 may not register for the Services, and parents or legal guardians may not register on their behalf. By registering for the Services, you represent that (i) you have read, understood and agree to be bound by these terms and conditions (ii) you are at least 18 years old, either entering into this contract for yourself or entering on behalf of your child or a child in your legal care aged 13 or over.

5.3 Full Access. If you are a parent or guardian allowing your child access to the Services you are allowing your child access to all of the Services. It is therefore your responsibility to determine which Services are appropriate for your child. Always use caution when revealing personally identifiable information about yourself or your children via any of the Services. You are fully responsible for his or her use of the Website/Services, including all financial charges and legal liability that he or she may incur. If you do not agree to (or cannot comply with) any of these terms and conditions, do not register and do not attempt to access the Service.

6 PRIVACY POLICY

We recognise that your privacy is very important to you and that it is your right to control your personal information. We know that providing personal information is an act of trust and we take that trust seriously.

6.1 Personal Information. If you register for any of the Services you will be asked to provide basic personal information. The information is used solely for notifying you of changes or updates to the Website/Services. 7 will never sell, rent or otherwise disclose any of your personal information, including your email address, to any third party without your consent unless: 1) we are required to by law; or 2) if it is necessary to provide the Services.

6.2 Communications from Us and Mailing Lists. In order to keep our users informed about the operation of our Website/Services, we may send e-mails and announcements to your personal email address that you have provided to us upon registration. We may also offer options for you to sign up for our mailing lists without having to use any product or service. For additional information and offers, we give you the option of joining our mailing lists. We may also allow you to choose whether to receive mailings from record labels and other promotional partners that we think will be of interest to you. Any promotional e-mail from us will come with instructions for how to unsubscribe from the mailing list.

6.3 Competitions. We may hold competitions in connection with the Service, or in partnership with one or more of our partners or sponsors, as part of which, we may request contact information from you when you enter. We will use the information you provide to conduct the competitions and for other purposes to which you consent. If we offer competitions with third parties, we may share the information we obtain from you with them. If that is the case, then we will notify you that we are sharing your personal information with such partner at the point where we collect it and you will be able to choose whether to participate in the applicable competition.

6.4 Payment Information. If you pay 7 for the Services, your payment information will only be used to check that it is a valid method of payment and to process your payment. No payment information is kept by 7 other than to facilitate the provision of

Services to you (for example, storing your credit or debit card number for quick payment). You will always be able to remove any such stored payment details.

6.5 Use of Vouchers. Vouchers for Services may be provided from time to time by 7, its partners or sponsors. If you redeem a voucher to pay for Services, you may be required to provide additional personal information which may be shared with a third party. If that is the case, then we will notify you that we are sharing your personal information with such partner at the point where we collect it and you will be able to choose whether to use the voucher.

6.6 Your Rights. If you are a registered user, you have certain rights under the 1998 Data Protection Act. You have the right to be told what personal information we hold about you on our database. Should you wish to exercise that right, or if you have any questions concerning the 7 privacy policy, please write to: legal@7digital.com

6.7 Cookies. We use a technology called "cookies" as part of our normal business procedure to enhance the user experience and to track patterns of behaviour of visitors to the Website. A cookie is an element of data that the Website sends to your browser that is then stored on your system. You can set your browser to prevent this happening. Any information collected in this way can be used to identify you unless you change your browser settings.

6.8 Aggregated Information. To monitor and improve the performance of our technology, we capture other data such as search criteria, results, downloads and purchases. We only share this data on an aggregate basis for instance to chart reporting companies for compilation of sales charts. We also gather information such as date, time, connection speed and IP address of all service users. We keep this information for our internal security audit log, aggregate trend analysis and system administration. We sometimes use third party service providers to help us track the activity and user flows within our service. These third parties may use temporary cookies and/or web beaconing technology to facilitate such tracking. Such tracking would track an individual user's movements but the data would not be tracked in a personally identifiable way. Such data would be stored and analysed on an aggregated basis solely for the purpose of internal analysis by 7 to improve the Service.

6.9 Security. 7 has implemented technology and security features, as well as strict internal guidelines, to safeguard the privacy of your personal information from unauthorised access or improper use. We employ SSL encryption to secure your personal data and payment information. We will continue to enhance our security procedures as new technology becomes available. While we make every effort to ensure that your information is secure on our system, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, we cannot guarantee the security of any information you transmit to us, and you do so at your own risk.

7 USER ACCOUNT, PASSWORD AND SECURITY

7.1 Password Security. If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for use with that Service. You are responsible for maintaining the confidentiality of the username and password. You are fully responsible for any unauthorised person's use of the Website/Services, including all financial charges and legal liability that he or she may incur. We recommend that you change your password from time to time for additional security. If you believe someone has accessed any Service using your user name and password without your authorisation, it is your responsibility to set up a new password.

7.2 Unauthorised Access. You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security. In no event will 7 be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another person's account at any time, without the express permission of the account holder. You agree that we will be entitled to assume that any person logging into the Websites using your username and password is either you or someone doing so with your permission.

8 USAGE RULES

8.1 Use of Content. You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services you may be exposed to Content that is offensive and/or indecent. 7 will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

8.2 Digital Rights Management. You understand that some of the Content includes a security framework using technology that protects digital information and limits your usage of the Content to certain usage rules established by 7 and its licensors ("Usage Rules"). You agree to comply with such Usage Rules, as further outlined below, and you agree not to violate or attempt to violate any security components. You agree not to attempt to, or assist another person to, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security components related to such Usage Rules for any reason whatsoever.

8.3 Previews. A "Preview" is a portion of a song or video, or in some cases, an entire song or video that you can play (and, if applicable, view) directly from and while you are logged on to the Service on a promotional basis at no cost to you. You may play as many Previews as you like. You may not attempt (or support others' attempts) to capture, copy, or download a Preview.

8.4 Content Usage Rules.

- (i) You are authorised to use the Content only for personal, non-commercial use, and not for redistribution, transfer, assignment or sublicense, to the extent permitted by law.
- (ii) You are authorised to use the Content on up to five authorised devices at any time. 7 reserves the right to limit the number of authorised devices further to comply with the wishes of its licensors.
- (iii) You may not use Content as a musical "ringer" in connection with mobile phone calls.
- (iv) You agree that you will not attempt to, or encourage or assist any other person to, circumvent or modify any security technology or software that is part of the Service or used to administer the Usage Rules, or interfere with, remove or alter any rights management information on the Content.
- (v) The delivery of Content does not transfer to you any commercial or promotional use rights in the Products.
- (vi) Content in the MP3 or AAC format does not contain security technology that limits your usage of such Content and you may use them as reasonably necessary for personal, non-commercial use.

You agree that your purchase of Content constitutes your acceptance of and agreement to use such Content solely in accordance with the Usage Rules, and that any other use of the Content may constitute a copyright infringement. Any security technology, if applicable, is an inseparable part of the Content. The Usage Rules shall govern your rights with respect to the Content. 7 reserves the right to modify the Usage Rules at any time.

8.5 Use of the Website/Services. You agree not to:

- (i) use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;
- (ii) post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;
- (iii) post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;
- (iv) threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;
- (v) use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;
- (vi) make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another;
- (vii) collect or store personal information about others, including email addresses;
- (viii) advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;
- (ix) impersonate any person or entity for the purpose of misleading others;
- (x) violate any applicable laws or regulations;
- (xi) use the Website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Services;
- (xii) post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);
- (xiii) attempt to gain unauthorised access to any of the Services, other accounts, computer systems or networks connected to the Website/Services through hacking, password mining or any other means.

8.6 Monitoring. We have no obligation to monitor the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these terms and conditions or is otherwise objectionable.

9 TERMINATION

9.1 Termination. We have the right to terminate your access to any or all of the Services at any time, without notice, for any reason, including without limitation, breach of these terms and conditions. We may also at any time, at our sole discretion, discontinue the Website/Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Website/Services.

10 EQUIPMENT

10.1 Equipment. Without limiting any provision herein, 7 makes no warranty that any particular computer, portable device, or other hardware will be compatible with 7's Website/Services. It is your sole responsibility to ensure that your playback system(s) will function correctly with the application.

11 REFUND POLICY

11.1 All Sales are Final. All sales are final and all charges from those sales are non-refundable. Due to the nature of the service you are not able to cancel any purchases of downloads after you have confirmed payment. Downloads may not be returned for any reason unless they are defective. In exceptional circumstances, refunds are given at the discretion of the management.

12 LINKS TO THIRD PARTY WEBSITES

12.1 Links on the Websites. The Website/Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that 7 is not responsible for the content or availability of any such sites.

13 INTERNATIONAL USE

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

Some of our downloads are restricted by territory. Where required, to conclude the purchase of any such restricted products, you will be required to provide a billing address in the relevant territory. You agree not to circumvent any territorial restrictions in place on the Website/ Services or provide false billing information.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 Intellectual Property. The Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trade marks, patents and other intellectual property rights and laws. In accessing the Website you agree that you will access the contents solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

14.2 Posted Material. 7 does not claim ownership of any materials you post, upload or submit to any publicly accessible area of the Services. However, by doing so you are granting us a world-wide, royalty free, non-exclusive licence to copy, distribute, transmit, reproduce, publicly display, edit, translate or publish such Content for as long as you elect to display such Content via the Services. The licence shall be terminated when such Content is deleted from the Services.

15 INDEMNITY

You agree to indemnify and hold 7 harmless from and against any breach by you of these terms and conditions and any claim or demand brought against 7 by any third party arising out of your use of the Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by 7 in consequence of your breach of these terms and conditions.

16 DISCLAIMERS AND LIMITATION OF LIABILITY

Use of the Website/Services is at your own risk. The Website/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, 7 will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website/Services.

7 makes no warranty that the Website/Services will meet your requirements, that Content will be accurate or reliable, that the functionality of the Website/Services will be uninterrupted or error free, that defects will be corrected or that the Website/Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.

Nothing in these terms and conditions shall be construed so as to exclude or limit the liability of 7 for death or personal injury as a result of the negligence of 7.

Nothing in these terms and conditions shall affect your statutory rights as a consumer.

17 SEVERANCE

If any of these terms and conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

18 GOVERNING LAW

These terms and conditions shall be governed by and construed in accordance with the laws of England and you hereby submit to the exclusive jurisdiction of the English courts.

7digital Limited. Registered office: 5-25 Scrutton Street, Zetland House Unit 1G, London EC2A 4HJ. Registered in England and Wales. Registered No. 04843573.