



Artists for Change Terms of Use

Revised on: July 1st, 2011

Please read these Terms of Use ("Agreement" or "Terms of Use") carefully before using the services offered by Artists for Change Incorporated ("Company"). This agreement sets forth the legally binding terms and conditions for your use of the Website at www.artistsforchange.ca (the "Site") and the service owned and operated by company (collectively with the Site, the "Service"). By participating in the Site or Service as a user who creates an Artist Profile and uploads album(s) for sale and by using the Site or Service in any manner, including but not limited to visiting or browsing the Site, you agree to be bound by this agreement. This agreement applies to all Artists ("Artists"), as in the owner or owners of copyright royalties and licenses of the music and artwork sold on the Site or their legal representative or representatives on the Site or Service, including Artists who are also contributors of content, information, and other materials or services on the Site.

Artists for Change is a website for the distribution of digital musical works online at the following website:

www.artistsforchange.ca

The website is operated and owned by the corporation:

Artists for Change Incorporated
4261 Lingfield Crescent
Mississauga, Ontario, Canada
L4W 3M3

Acceptance of Terms

Upon registering, the Artist agrees to accept the Terms of Use of Company. An artist who wishes to sell albums at the Company Site by using its Service must complete the mandatory online registration forms that are attached for the purpose of identifying the Artist and for setting up the Artist's account, in order for the Artist to gain access to Service.

The Artist is responsible for providing the Company with valid information and also in advising Company of any change in the Artist's contact information.

The Service is offered subject to acceptance without modification of all of the terms and conditions contained herein (the “Terms of Use”), which term also incorporates the Privacy Policy available at <http://artistsforchange.ca/privacy-policy>, the Copyright Policy available upon request from info@artistsforchange.ca and all other operating rules, policies and procedures that may be published from time to time on the Site by Company, each of which is incorporated by reference and each of which may be updated by Company from time to time without notice to you. In addition, some services offered through the Service may be subject to additional terms and conditions communicated by Company from time to time; your use of such services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference.

The Service is available only to individuals who are at least 13 years old. You represent and warrant that if you are an individual, you are of legal age to form a binding contract, and that all registration information you submit is accurate and truthful. Company may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions.

Rules and Conduct

As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Use. You are responsible for all of your activity in connection with the Service. For purposes of the Terms of Use, the term “Content” includes, without limitation, any User Submissions, videos, audio clips, written forum comments, information, data, text, photographs, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by Company or its partners on or through the Service.

By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any content on or through the Service, including without limitation any User Submission, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;
- you know is false, misleading, untruthful or inaccurate;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortuous, obscene, offensive, or profane;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (“spamming”);

- exploits people in a sexual or violent manner;
- contains software viruses or any other computer codes, 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 or to damage or obtain unauthorized access to any system, data, password or other information of Company or any third party; or
- impersonates any person or entity, including any employee or representative of Company.

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by Company in its sole discretion) an unreasonable or disproportionately large load on Company's (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass any measures Company may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); (iv) run Maillist, Listserv, any form of auto-responder or "spam" on the Service; or (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site.

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Service, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, provincial, territorial, national and international laws and regulations.

Company does not guarantee that any Content or User Submissions (as defined below) will be made available on the Site or through the Service. Company has no obligation to monitor the Site, Service, Content, or User Submissions. However, Company reserves the right to (i) remove, edit or modify any Content in its sole discretion, including without limitation any User Submissions, from the Site or Service at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Company is concerned that you may have violated the Terms of Use), or for no reason at all and (ii) to remove or block any User Submissions from the Service.

Registration

You may browse the Site and view Content without registering, but as a condition to using certain aspects of the Service, you may be required to register with Company and select a password and screen name ("User ID").

You shall provide Company with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your Company account. You shall not (i) select or use as a User ID or domain a name of another person with the intent to impersonate that person; (ii) use as a User ID or domain a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a User ID or domain a name that is otherwise offensive, vulgar or obscene. Company reserves the right to refuse registration of, or cancel a User ID and domain in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Company password. You shall never use another user's account without such other user's express permission. You will immediately notify Company in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

User ID and Password Confidentiality

The Artist recognizes and accepts that the User ID and password granted when the Artist is registered are given on a personal and confidential basis and that the Artist is solely responsible for them. The Artist agrees to advise Company by telephone or mail promptly upon discovering or suspecting any fraudulent use or theft of his or her identifier and password. The Artist will not hold Company liable for any theft of his or her user identity and password.

Income in Canadian Dollars

The retail price of Full Albums is \$8 (eight Canadian dollars) per Full Album with at least 16 tracks.

The retail price of Regular Albums is \$6 (six Canadian dollars) per Regular Album with at least 10 tracks.

The retail price of Semi-Albums is \$3 (three Canadian dollars) per Semi-Album with at least 6 tracks.

Here are the details of the division of payment:

For every Full Album that the Artist sells using the Service, 62.5 per cent (\$5) of the retail price per Full Album, while Company receives 38.5 per cent (\$3);

For every Regular Album that Artist sells using the Service, 50 per cent (\$3) of the retail price per Regular Album, while Company receives 50% (\$3);

And for every Semi-Album that Artist sells using the Service, 50 per cent (\$1.50) of the retail price per Semi-Album, while Company receives 50% (\$1.50).

The prices may be subject to change at anytime. If the prices change, the Artists will be notified beforehand.

Sales from the Artist's albums will be accounted for bimonthly, the schedule for which the revenue due to the Artist will be deposited to his or her bank account in Canadian dollars, except in the case where Company owes the artist less than \$150 CAD; where Company is not required to deposit the amount into the Artist's bank account until the sum exceeds \$150 CAD, in which case, the sum will be deposited on the next date of the bimonthly schedule; However, the Artist may request for Company to deposit the amount that is less than \$150 CAD, at any time after two months of first acquiring this sum from album sales.

Company is not responsible for the exchange rates that the receiving banks may require in order to convert the deposited Canadian dollars into the currency of the country where the receiving bank is located. Company is not responsible for any bank fees that the Artist's bank may require. The Artist is responsible for all transfer fees required to deposit the Artist's earnings from Company's account to the Artist's account.

The Artist will need to provide a copy of the official document from his/her financial institution, which contains the necessary information regarding his/her bank account and bank details, such as a void cheque or if in France, the RIB (Relevé d'Identité Bancaire) and a copy of his/her identity card. The identity of the account holder on the official bank document and the identity card must correspond. The Artists can be paid only if they provide us with the mentioned corresponding information. Company will only use this information in order to pay the Artists their income from their album sales.

Information on the album sales by the Artist will be shown on the Site in his or her private account with Company.

The two parties expressly agree that the Artists themselves must declare their earnings and, in case of default, bear the tax consequences for amounts collected that may be subject to tax under the law of his or her country. The Artist indemnifies Company from any failure to declare his or her earnings, from the Site, for tax purposes.

If the works have been written, composed or performed by more than one author, artist, performer or label, the Artist contracting with Company must divide the amounts collected among the various parties based on prior agreements made with them. The Artist(s) who contracts with Company agrees to accept responsibility for making this division and releases Company from liability should any disputes arise regarding this matter.

After deducting the payments for Service maintenance and operating costs, Company agrees to pay 75 per cent of its profits to entrepreneurial resources for the youth, social and humanitarian actions.

The remaining 25 per cent will be divided equally among the Company's employees, directors and shareholders.

Further Information on Artists' Income

The prices for your products that are charged through Transactions (the "Prices") through the Site are set as explained above (section Income). Notwithstanding the preceding sentence, Company may redistribute previously purchased copies of your products to users who have, in Company's sole determination, received a corrupted copy of your product, an incorrect file format version of your product, an incomplete copy of your product, or suffered a loss of your product through hard drive failure, damage, theft or destruction, on a no-fee basis to the user (i.e., the user is not charged a new fee for the redistribution). Consequently, no additional payments shall be made to you for such redistributions.

Company shall be entitled to a share of the revenue you receive from Transactions (the "Revenue Share"), which shall be calculated on your gross revenue from Transactions in accordance with the rate schedule set forth as above (section Income). You shall be solely responsible and liable for, and Company shall have no responsibility or liability for, any bad debts (such as credit card returns or fraud), PayPal fees (except for fees charged on Company's PayPal account), credit card transaction fees, disputed payments and refunds.

Payments received from users for Transactions shall be directed to you, provided that if there is an outstanding Revenue Share owed to Company, such payments may be directed to Company in accordance with Company's standard policies.

Company retains the right, but does not have the obligation, to immediately halt the offering or sale of any goods or services, prevent or restrict access to the Site or the Services or take any other action in case of technical problems, objectionable material, inaccurate listings, or actions otherwise prohibited by the procedures and guidelines contained on the Site, or for any other reason in the sole and absolute discretion of Company, and to correct any inaccurate listing or technical problems on the Site.

Information Needed for Depositing Cheques into the Artist's Bank Account

In order for Company to pay the Artists their share from the album sales, it is the Artist's responsibility to submit to Company, via Company's secure email address: paycheque@artistsforchange.ca, a valid email address belonging to the Artist, a copy of a void cheque of the Artist's bank account into which the Artist's earnings can be deposited in security, and a copy of the identification card of the account holder. If these requirements are not met, Company will

not have sufficient information to deposit the Artist's earnings into his or her bank account, and the Artist cannot hold Company liable for the lack of information that is the Artist's responsibility to provide.

Right to Inspection and Filtering

The Artist is advised that Company has the right to inspect and filter works that are offered for sale on the Site and reserves the right to reject any work containing illegal or sexual material that does not comply with current Canadian law or that does not meet certain musical or qualitative specifications.

Modification of Terms of Use

Company reserves the right, at its sole discretion, to modify or replace any of the Terms of Use, or change, suspend, or discontinue the Service (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you an email. Company may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

Third Party Site

The Service may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site. When you access third party websites, you do so at your own risk. These other websites are not under Company's control, and you acknowledge that Company is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Company or any association with its operators. You further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such website or resource.

Intellectual Property Rights - Artists

The Service provides Artists with the ability to upload the Artists' sound recordings ("Sound Recordings") and the musical works ("Musical Works") embodied therein (collectively, the Artists' "Music") to the Site. Company will not have any ownership rights in any elements of an Artist's Music; however,

Company needs the following license to perform the Service. Each Artist uploading Music to the Service grants Company and its authorized sublicensees and distributors, if any, the worldwide, non-exclusive, royalty-free, right and license to: (i) reproduce, distribute, publicly perform, publicly display, create derivative works of, communicate to the public and otherwise exploit (collectively, “Exploit”) (1) the Artists’ Music and perform the Service on the Artists’ behalf (e.g., reproduce, transcode, copy and store the Artists’ Music on computer servers owned and/or operated by or on behalf of Company or its authorized sublicensees and distributors, and publicly perform, transmit, stream previews of, distribute, and playback the Artists’ Music) using any technologies or methodologies now known or hereafter developed, and (2) Exploit all associated copyrightable works or metadata, including, without limitation, song lyrics and musical notations, album cover artwork, photographs, graphics, and descriptive text (“Artworks”) in connection with the Service); (ii) allow users of the Service to receive public performances and public displays of the Artists’ Music and Artworks and to reproduce the Artists’ Music and Artwork on any and all devices owned or controlled by the user for non-commercial purposes and receive performances and displays of same; and (iii) reproduce, use, and publish, and to permit others to reproduce, use and publish, the name(s), trademarks, likenesses, and personal and biographical materials of the Artists, in connection with the provision of the Service.

To enable Company to Exploit your Music pursuant to the above provisions, you hereby grant to Company the worldwide, non-exclusive, royalty-free, sub-licensable, and transferable right to use, distribute, reproduce, copy, and display your trademarks, service marks, slogans, logos or similar proprietary rights (collectively, the “Trademarks”) solely in connection with the Service or in the marketing, promotion or advertising of the service, including in all forms of marketing, promotion, and advertising materials now known or hereafter created.

By uploading any Music or Artworks to the Site:

- you represent and warrant, and can demonstrate to Company’s full satisfaction upon request, that (i) you own or otherwise control all rights to (1) your Sound Recordings, (2) the Musical Works embodied in your Sound Recordings (or that such Musical Works are in the public domain or have otherwise been directly licensed to the Artist/Group in writing with a grant of rights sufficient to permit the Artist/Group to enter into this Agreement and to grant all of the rights with respect to the Artist’s/Group’s Music as set forth in this Agreement (hereinafter “Direct Licensed”)) and (3) the Artworks (or that such Artworks are in the public domain or Direct Licensed); (ii) you have full authority to act on behalf of any and all owners of any right, title or interest in and to any Sound Recordings you upload to the Service and the Musical Works embodied therein and to the Artworks, (iii) you have permission to use the name

and likeness of each identifiable individual person whose name or likeness is contained or used within the Music and/or Artworks, and to use such individual's identifying or personal information (to the extent such information is used or contained in the Music and/or Artworks) as contemplated by these Terms of Use, and (iv) you are authorized to grant all of the aforementioned rights to the Music and/or Artworks to Company and all users of the Service.

- you represent and warrant that the use or other exploitation of your Sound Recordings and the Musical Works embodied therein and/or Artworks by Company and its authorized sub-licensees and distributors and/or by users of the Site as contemplated by this Agreement will not infringe or violate the rights of any third party, including, without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.
- you represent and warrant that, to the extent you are the songwriter of any or all of the Musical Works embodied in your Sound Recordings, whether in whole or in part (e.g., as a co-writer), you have the full right, power, and authority to grant the rights set forth in this Agreement notwithstanding the provisions of any agreement you may have entered into with any performing rights organization ("PRO"), whether based in Canada (e.g., SOCAN, CMRRA/SODRAC or CSI) or elsewhere, or any music publisher, and that you are solely responsible for taking all steps necessary to inform such PRO or music publisher of your grant of a royalty free license to Company for the uses set forth herein for the Hosting, including public performances and communications to the public, of your Musical Works, and that no fees or payments of any kind whatsoever shall be due to any PRO or music publisher for the Hosting of your Musical Works.
- you represent and warrant that no fees of any kind shall be due to any third party, including, but not limited to, any union, guild, non-featured vocalist or musician, engineer or producer, for the use or re-use of your Sound Recordings as authorized under this Agreement.
- you ensure the quality of the production and compression of your Music in mp3 format. If there are quality issues, Company reserves the right to withdraw the Artist's Work from its Service, and allow time to find a solution together with the Artist.

If any agreement you have entered into with any third party, including, but not limited to a PRO, music publisher, union or guild, whether by law or contract, prohibits you from granting company the right and license set forth in this Agreement and making the representations and warranties set forth in the four paragraphs immediately above, then you are prohibited

from uploading your music to the Service and shall be responsible for indemnifying and holding company harmless from and against any and all claims arising from the exploitation of your music on the Service, including all court costs and legal fees.

Termination

Company may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your account, you may do so by following the instructions on the Site. Company will withdraw the music and artworks from sale within one month of acknowledging your request. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Warranty Disclaimer

Company has no special relationship with or fiduciary duty to you. You acknowledge that Company has no control over, and no duty to take any action regarding: which users gains access to the Site; what Content you access via the Site; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Company from all liability for you having acquired or not acquired Content through the Site. The Site may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Company makes no representations concerning any Content contained in or accessed through the Site, and Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site or the Service.

The Service is provided "as is" and "as available" and is without warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed. Company, and its directors, employees, agents, suppliers, partners and content providers do not warrant that: (a) the service will be secure or available at any particular time or location; (b) any defects or errors will be corrected; (c) any content or software available at or through the service is free of viruses or other harmful components; or (d) the results of using the service will meet your requirements. Your use of the service is solely at your own risk.

Some provinces and territories do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Personal Information Protection & Electronic Documents Act (Bill C-6 or the PIPED Act): Company makes no guaranty of confidentiality or privacy of any communication or information transmitted on the Site or any website linked to the Site. Company will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on Company's equipment, transmitted over networks accessed by the Site, or otherwise connected with your use of the Service.

Indemnification

You shall defend, indemnify, and hold harmless Company and its affiliates, authorized sub-licensees and distributors, and each of their employees, contractors, directors, suppliers and representatives, from any and all liabilities, claims, and expenses, including reasonable attorneys' fees and court costs, that arise from or relate to your use or misuse of, or access to, the Site, Service, Content or otherwise from your User Submissions, violation of the Terms of Use, or infringement by you, or any third party using the your account, of any intellectual property or other right of any person or entity, and for breach of any of your representations and warranties in these Terms of Use. For the avoidance of doubt, you hereby agree to defend, indemnify, and hold harmless Company from any and all claims by a third party owning, controlling or claiming any right in or to any Sound Recording or Musical Work in your Music, including claims for performance royalties, mechanical royalties, and use or re-use fees. Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Company in asserting any available defenses at your sole expense.

Limitation of Liability

In no event shall Company, nor its directors, employees, agents, partners, suppliers or content providers, be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the Service (i) for any lost profits, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, substitute goods or services (however arising), (ii) for any bugs, viruses, trojan horses, or the like (regardless of the source of origination), or (iii) for any direct damages in excess of (in the aggregate) one-hundred Canadian dollars (\$100.00). Some provinces and territories do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. (*originally written 'states' and not 'provinces and territories'*)

Because Company is not the buyer or seller in any Transaction, if a dispute arises between one or more participants in a Transaction, you release Company

(and its affiliates, agents and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Upon accepting Company Terms of Use, you expressly waive and relinquish, to the fullest extent permitted by law, any and all Unknown Claims (claims that any of the parties do not know or suspect to exist, which, if known by him, her or it, might affect, or might have affected his, her, or its settlement with and release of the parties or might affect, or might have affected his, her or its decision to object or not to object to the settlement agreement) and the provisions, rights, and benefits of section 1542 of the California Civil Code and of any law, regulation or provision of any code of civil procedure of any other jurisdiction within or outside Canada or the United States which is similar, comparable, or equivalent to section 1542 of the California Civil Code, which provides as follows: "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." You, being aware of said code section, hereby expressly waive any rights you may have thereunder, as well as under any other statutes or common law principles of similar effect. You acknowledge and agree that this waiver is an essential and material term of this Agreement, and that without such waiver, this Agreement would not have been entered into by Company.

Because Company is not the buyer or seller in any actual Transaction between bands and fans and is not the agent of either for any purpose, Company does not have the duty to resolve and will not be involved in resolving any disputes between participants related to or arising out of any buying and selling Transaction between fans and artists.

International/Non-Ontarian Use

Company makes no representation that the Content is appropriate or available for use in locations outside of Ontario, and accessing the Service is prohibited from territories where such Content is illegal. If you access the Service from other locations, you do so at your own initiative and are responsible for compliance with local laws.

Dispute Resolution

A printed version of the Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Company agree that any cause of action arising out of or related to the Service must commence within one (1) year

after the cause of action arose; otherwise, such cause of action is permanently barred.

The Terms of Use shall be governed by and construed in accordance with the laws of the Province of Ontario, excluding its conflicts of law rules, and Canada. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Toronto, Ontario, using the English or French language in accordance with the Arbitration Rules and Procedures of Canadian Commercial Arbitration Center (CCAC) then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of CCAC arbitrators in accordance with the Arbitration Rules and Procedures of CCAC. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the Canadian Federal Courts or provincial courts located in the Southern District of Ontario. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Terms of Use, including without limitation, this section.

Integration and Severability

The Terms of Use are the entire agreement between you and Company with respect to the Service and use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Company with respect to the Site. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

Miscellaneous

Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).

The Terms of Use are personal to you, and are not assignable, transferable or sub-licensable by you except with Company's prior written consent. Company may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under the Terms of Use, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under the Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. The captions and headings in this Agreement are intended only for convenience, and will in no event be construed to define, limit or describe the scope or intent of this Agreement, or of any provision of this Agreement, nor in any way affect the interpretation of this Agreement.

Reading the Contract

The Artist states that he or she has read this Terms of Use and has taken notice of all of it and has accepted all its provisions without condition.

Contact

You may contact Company at the following address: info@artistsforchange.ca