

Ensphere Music

Terms of Service

Must be 18 years old or older to be a member of Ensphere Music.

We (Ensphere Music LLC) make our website platform available to our member artists at ensphermusic.com (the “Website”) so that members can build effective musician and/or band websites. Membership also includes the use of Ensphere Music Independent Artists Stream/s & Ensphere Music Independent Artists Social Site. These services are collectively called the Services.

The following Terms of Service (“Terms”) constitute a legal agreement between you and Ensphere Music LLC which governs your use of ALL Ensphere Music Services. By choosing to use the Services in any way, you agree to comply with these terms.

Registration

In order to use Ensphere Music, you must be a registered user. Membership includes the use of EnsphereMusic Website, Ensphere Music Social Site & Ensphere Music Stream through paid subscription to maintain access to each of the services. When you create an account, we store your stage name and email address in our database. Members with paid subscriptions also have their billing information and full name stored. This information is not shared with any other organization unless we have your approval, or the information is required to investigate or prevent illegal activities, fraud, or violation of our terms of service. For more information about our data practices please see our [Privacy Policy](#).

Useage Rules

In using the Ensphere Music Service, you agree to all of the following:

- * You are at least 18 years of age.
- * You will keep a valid email address associated with your account at all times.
- * You will use a secure, unique password for your account, and will not share access or take any steps that may threaten the security of your account.
- * You will not upload, post, email, transmit or otherwise make available (for example through links to external websites) any material that is unlawful, abusive,

obscene, pornographic, libelous, invasive of another's privacy, hateful, or is otherwise objectionable; or that you do not have a right to make available, under any law or under a contractual relationship; Infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party (including privacy rights); Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or data or the Website or that of any users or viewers of the Website or that compromises a user's privacy; Interferes with or disrupts the Ensphere Music service or probes, scans, or tests the vulnerability of any system or network or breach or circumvent any security or authentication measures; Accesses, tampers with, or uses non-public areas of the service, shared areas of the service you have not been invited to, our (or our service providers') computer systems.

* You are granted a limited, non-exclusive, revocable license to use the Service, including any software, images, documentation, designs, fonts, trademarks, and themes that are its component parts (the "service components"). Service components are owned by Ensphere Music, and are protected by copyright, trade secret, and other intellectual property laws.

* You agree not to store, copy, republish, sell, assign, sub-license, translate, decompile, scrape, reverse engineer, or create derivative works based on any of the service components. Any use of the service components, outside of the terms of this agreement, without written approval of Ensphere Music, is prohibited.

* You may not use Ensphere Music to send unsolicited emails. We reserve the right to disable outgoing emails from your account if emails sent from it are marked as spam by recipients.

* You will not use the Ensphere Music service in a manner that uses resources more heavily than would be the case for a standard user of the Website. This includes, but is not limited to email volume, data storage, bandwidth usage, and server CPU load. Ensphere Music reserves the right to determine, in its sole discretion, if there has been a breach of any of these rules and may disable or delete member accounts without warning or compensation. If a breach of these terms results in damages or costs to Ensphere Music, they will be billed to you (including but not limited to: data transfer, storage space, legal costs.)

Service plans

The Service is billed in advance, and is non-refundable. Monthly plans rebill every 30 days. Upgrades/downgrades can be done anytime. We will credit you the pro-rated amount of days of the new plan. We cannot provide refunds or cash credits for downgrades. To cancel your account, you must click the "Cancel" link in the "Account" section of your control panel. Cancellation requests by email or live chat will not be accepted. Cancellation must be submitted 2 business days prior to the rebilling date. Websites will be permanently deleted after cancellation. Credit card or PayPal chargebacks will incur a fee of \$100 to reinstate accounts. Users' accounts that incur chargebacks will be permanently deleted, and domain ownership transferred to Ensphere Music.

Professionalism

Aritsts and Bands must conduct themsleves in a professional and respectful manner at all times and when communicating to the music listening public.

Domain Names

Ensphere Music may provide one (1) free domain name with the new purchase of a paid plan. The free domain name applies only to the following TLD's: .com, .net, .org, .rocks, .band, .biz.

The domain name is yours to keep. We register the domain in Ensphere Music's name, but will unlock and transfer it to your name upon cancellation of an active paid account, or upon request anytime during the term of your active paid account membership. You may not transfer a domain away within 90 days of its registration.

The free domain will be renewed for the lifetime of your Ensphere Music paid account. Upon cancellation, domains are instantly unlocked and a transfer code is sent by email the address associated to the account. It is the responsibility of the user to transfer the domain to a new registrar. We will not renew domains after cancellation, so when cancelling it is important to transfer the domain away with sufficient time to set it up at a new registrar.

If your account is inactive for any reason (including but not limited to non-payment or violation of our terms of service), any domain name in your account will transfer to Ensphere Music. In this case, Ensphere Music has the right to register the domain for its own purposes, sell or transfer the domain to a third party, or delete the domain and allow any new registrant to register it.

Hold Harmless

If Ensphere Music is made party to a legal challenge relating to one of your domain names, you agree to be held responsible for all of Ensphere Music's costs and legal fees, and to indemnify, defend and hold Ensphere Music harmless for any action. Under no circumstance will Ensphere Music be liable for any damages relating to domains, including but not limited to failure or errors in renewing, transfer, or registration of domains.

E-commerce on Ensphere Music

The Ensphere Music service includes the option to sell goods directly on member websites. Ensphere Music provides the platform to offer sales, but all transactions occur at our third party transaction processor, PayPal. All transactions are subject to the terms and conditions of Paypal. Further, Ensphere Music is not responsible for, and does not have access to, any aspect of transactions that happens on our platform aside from the items that were included in a specified transaction.

By using any e-commerce components of the service, you agree to not sell products that, in our discretion:

Infringe or potentially infringe on the copyrights of another party;

Constitute illegal or potentially illegal products;

Are offensive, violent, pornographic, or otherwise deemed inappropriate. We reserve the right to disable or remove any products that are in violation of the terms of this agreement without warning.

Your Content

You retain full ownership of your content. We don't claim ownership of the content you provide to the service. These Terms only grant us the limited rights that are needed to provide the Services. By submitting, uploading, posting or displaying content on or through the Services, you grant us (and our agents) a non-exclusive, continuous until terminated, royalty-free license (with the right to sublicense) to transmit, display and distribute such content as required to provide the Services to you. This license shall bind all Royalty Collection Companies that may seek to collect royalties on your behalf for the inclusion of your work in the Services.

You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any User Content that you submit. If you choose to use the Services to promote your work or that of your band, then you agree that neither you, nor any composer or performer who contributes any work to your performance, nor any person in your band or otherwise connected with your work will claim any royalty, license fee or other payment of any nature from Ensphere Music LLC or its Affiliates or service providers.

In order to provide the Services, we reserve the right to make technical decisions on how to provide and administer the Services. This includes, but is not limited to, how to store your content and how to secure your content. These rights extend to third parties we work with to provide the service, such as our hosting providers.

We do not control or actively monitor your content, however we reserve the right at all times to remove or refuse to distribute any content which breaches our policies and to terminate users or reclaim usernames. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of our users and the public.

Intellectual Property Policy

We do not permit copyright infringing activities and infringement of intellectual property rights in the Services and will remove any content if properly notified that such content infringes on another's intellectual property rights. If you are a copyright owner or an agent thereof and believe that any content in the Services infringes upon

your copyright, you may submit a notification by providing us with the following information in writing:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Services where the material that you claim is infringing is located;
- your address, telephone number, and email address
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Send your notification to:

www.ensphermusic.com/contact or send a postal mail to:

EnsphereMusic.com

P.O. Box #####

Shelburne, VT 05482

United States

If we receive a complaint in relation to content you have on the Website that a third party claims violates their copyright, trademarks or other rights, we reserve the right to investigate and take down the complained-of material including the right to disable your site on the Website while we investigate or in order to comply with a request from a third party.

End User License

The Services and the information and materials that it contains, are the property of Ensphere Music and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, and other intellectual property laws. Nothing in the Terms gives you a right to use the Ensphere Music name, trademarks, logos, domain names, and other distinctive brand features without our prior written consent.

Indemnification

You agree to defend, indemnify, save and hold Ensphere Music harmless from any and all demands, liabilities, losses, potential losses, claims, costs and expenses (including attorney's fees), asserted against Ensphere Music, its affiliates, subsidiaries, partners, agents, customers, officers, contractors, and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by you and any content you make available through the Services.

Disclaimer

THE SERVICES ARE PROVIDED "AS IS." WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. WE WILL NOT BE LIABLE FOR ANY TYPE OF CONTENT EXCHANGED BY MEANS OF THE SERVICES.

Limitation Of Liability

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES THAT RESULT FROM (I) YOUR USE OF OR YOUR INABILITY TO USE THE SERVICES, (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION OR SERVICES, (III) PROPERTY DAMAGE OF ANY KIND ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES, OR (IV) ANY ERRORS OR OMISSIONS IN ANY MATERIAL ON THE WEBSITE OR ANY OTHER LOSS OR DAMAGE OF ANY KIND ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES, OR (V) ANY LOSS OR CORRUPTION OF DATA FILES ON THE SERVICES. THESE LIMITATIONS SHALL APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY DOLLARS (\$50) OR (B) AMOUNTS PAID BY YOU TO US IN THE PRIOR 12 MONTHS (IF ANY). THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENSION PERMITTED BY APPLICABLE LAW.

Termination

We may, under certain circumstances, terminate your ability to access the Services or portions thereof. Cause for such termination shall include, but not be limited to, (a) breaches or violations of these Terms, (b) requests by law enforcement or other government agencies, (c) a request by you, (d) discontinuance of or material modification to the Services, or (e) unexpected technical, security or legal issues or problems. In most cases we will attempt to give you ample notice of any termination or suspension to help you secure your data, however in some cases the termination may not include notice (for example, a court order or flagrantly violating these terms). Termination of your access to the Services may also include removal of the materials

uploaded by you to the Services. You acknowledge and agree that all terminations may be made by us in our sole discretion and that we will not be liable to you or any third-party for any termination of your access to removal of any of the materials uploaded by you through the Services.

Availability & Changes

We may alter, suspend, or discontinue the Services at any time and for any reason but will endeavor to provide advance notice of any such outages. The Services may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons. We may periodically add or update the information and materials on the Website without notice. We may revise these Terms from time to time and the most current version will always be posted on the Website. If a revision, in our sole discretion, is material we will notify you (for example via email to the email address associated with your account). Other changes may be posted to our blog or terms page, so please check those pages regularly. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Services.

Security

We cannot and do not make any representation or warranty concerning security of the communication to or from the service. Do not attempt to connect to the service using insecure access channels, such as, but not limited to web service requests made over an insecure connection, or any 3rd party applications. You are responsible for safeguarding the password that you use to access the Services and you are responsible for any activities or actions under your password. You agree to keep your password secure. We will not be liable for any loss or damage arising from your failure to comply with these requirements.

General

These Terms, together with the Privacy Policy, constitute the entire agreement between the parties relating to the Services and all related activities. These Terms are governed by the laws of the United States of America.

If any part of these Terms is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions. Any failure by us to exercise or enforce any right or provision under these Terms shall not constitute a waiver of such right or provision. You may not assign your account, or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without our prior written consent.

If you have any questions about these Terms please contact us at: support@ensphermusic.com

Last Updated: April 07, 2015

Ensphere Music Privacy Policy

Welcome to Ensphere Music!

Ensphere Music (“we”/”us”) provides the website located at www.EnsphereMusic.com (the “Website”). This Privacy Policy describes how we collect, store, use and distribute information when you use the Website to: (i) build websites for your project(s); (ii) sell music, digital files, and merchandise; (iii) engage with fans; and/or (iii) access any other features we make available through the Website from time to time (the “Services”).

Consent: By using the Website and/or the Services, you consent to the use and disclosure of your Personal Information as described in this Privacy Policy. Your Personal Information will not be used for any other purpose or disclosed further without your consent. You can withdraw your consent at any time but withdrawing consent may result in your inability to continue using certain features of the Website and/or the Services.

What Personal Information does Ensphere Music Collect?

During the course of your use of the Website and Services, we may request certain Personal Information to enhance your use of the Website and Services. “Personal Information” is any information which identifies an individual. For example, when you create a trial account, we store your project name, user name and email address in our database. Paid users also have their billing information and full name stored. We use Paypal, a third party payment processor, so we do not store your credit card or

banking information. The information we collect may be used to provide you with customer support, send you communications such as special offers, promotions, bill you for the Services (if applicable), and email updates on the Services.

Non-personal Information & Aggregated Data

We may combine your Personal Information with Non-Personal Information and aggregate it with information collected from other users of the Website and Services (“Aggregated Data”). We collect Aggregated Data to enhance your user experience, to improve our Services generally and to analyze and understand how our Website and Services are used. We may also use the combined information without aggregating it to serve you specifically, for instance, to deliver results to you according to your preferences or restrictions, for advertising purposes. We may share Aggregated Data with third parties for industry analysis. Any aggregated information shared in these contexts will not contain your Personal Information. We also automatically collect certain other information when you use the Services, such as your Internet Protocol (IP) address (if using a browser), operating system, the browser type, and your activity on the Website. This information is not treated as personal information unless we combine it with or link it to any of the personally identifiable information mentioned above.

We may also automatically collect certain information through the use of “cookies”. These are small files that your browser places on your computer. We may use both session cookies and persistent cookies to better understand how you interact with our services, to monitor aggregate usage by our users and web traffic routing on our services, and to improve our services. Most Internet browsers automatically accept cookies. You can set your browser to notify you when you are sent a cookie. This gives you the chance to decide whether or not to accept it. If you disable cookies, you may not be able to take advantage of all the features of the Services.

Use of Information

We use the information we collect to provide our services to you, to measure and improve those services and features, and to provide customer support. Personal Information is also used for billing purposes, if applicable. When you send email or other communications to us, we may retain those communications in order to process your inquiries, respond to your requests and improve our services.

No Spam

We will not send you unsolicited commercial electronic messages, except for the purposes of completing a commercial transaction. If you provide us with consent to communicate with you through electronic media (e.g. email, SMS, instant messaging, social media), we will only send you information directly related to your use of the Website and/or the Services. You control when and how (e.g. email, SMS) we send most messages to you. You have the right to opt-out of receiving commercial electronic messages at any time by providing us with written notice. However, if you decide to opt-out of receiving commercial electronic messages from us, you may not be able to take advantage of all the features of the Website and/or the Services. As a user you are solely responsible for complying with spam legislation in relation to your communication with users through the Website or Services.

Minors

As a Website and service which caters to bands and their fans, most of our users are 13 years or older. We do not intentionally collect personal information from minors aged 13 or younger. If we learn that we have collected personal information of a child under 13, we will take steps to delete such information from our files as soon as possible.

Disclosures & Transfers

We do not sell customer lists and we will not disclose or transfer your Personal Information to third parties without your permission, however, please see the Important Exceptions section below.

Our servers are cloud-based and located in different countries, and as such your *[Is this true? Delete if not. Doug]* Personal Information may be available to the U.S. or other countries' governments or agencies under a lawful order made in that country, irrespective of the safeguards we have put in place for the protection of your Personal Information.

Important Exceptions

We may disclose your Personal Information to third parties without your consent if we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone, or the information is required to investigate or prevent illegal activities, fraud, or violation of our Terms of Service. We may also disclose Personal Information when we believe in good faith that such disclosure is required by and in accordance with the law.

We may also disclose your Personal Information in connection with a corporate re-organization, a merger or amalgamation with another entity, a sale of all or a substantial portion of our assets or shares, including any due diligence exercise carried out in relation to the same, provided that the information disclosed continues to be used for the purposes permitted by this Privacy Policy by the entity acquiring the information.

External Parties and Sites

Through our Services and Website, you may be introduced to a variety of third party websites (eg websites for other bands and external websites linked on those bands' pages). The privacy policies and terms of use of these third parties are not under our control and may differ from ours. The use of any information that you may provide to any third party, or the use of cookie or web beacon technology by any third party, will be governed by the privacy policy of the operator of the website you are visiting. If you have any doubts about the privacy of the information you are providing on another website, we recommend that you contact that website directly for more information and review its privacy policy.

Surveys and Promotions

From time to time, we may provide you the opportunity to participate in surveys, contests or sweepstakes through our Website or Services. If you choose to participate in a survey, contest or sweepstake we may require certain Personal Information from you in order to administer your participation. Participation is never mandatory so it is always your choice whether to provide this personal information or not.

Protecting Your Security

We take technical, contractual and administrative steps designed to protect your Personal Information. Our security procedures mean that we may occasionally request proof of identity before we disclose personal information to you. You are also responsible for helping to protect the security of your Personal Information. For instance, never give out your password, remember to log out of your account and close your browser window when you have finished using the Website.

Retention

Any Personal Information which we keep will be kept only for as long as it remains necessary for the identified purpose or as required by law, which may extend beyond the termination of our relationship with you. We may retain certain data as necessary to prevent fraud or future abuse, or for legitimate business purposes, such as analysis of aggregated, non-personally-identifiable data, account recovery, or if required by law. All retained personal information will remain subject to the terms of this Privacy Policy.

Access and Accuracy

You have the right to access the Personal Information we hold about you in order to verify what we have collected in respect to you and to have a general account of our uses of that information. Upon receipt of your written request, we will provide you with a copy of your Personal Information. We provide mechanisms to update, correct, delete or add to your Personal Information as appropriate. Having accurate Personal Information about you enables us to give you the best possible service.

Amendment of this Policy

Any non-material change (such as clarifications) to this Privacy Policy will become effective on the date the change is posted and any material changes will become effective 10 days from their posting on the Website. Unless stated otherwise, our current Privacy Policy applies to all Personal Information that we have about you and your account and will apply to information collected from the date of the posting of the revised Privacy Policy as well as to existing information held by us. The date on which the latest update was made is indicated at the bottom of this document. We recommend that you print a copy of this Privacy Policy for your reference and revisit this policy from time to time to ensure you are aware of any changes. Your continued use of the Services will signify your acceptance of any changes.

Contact Us

If you have any questions, comments or suggestions, www.enspheremusic.com/contact

Ensphere Music is a Registered Trademark in the United States of America. [Note: It isn't registered yet. For now it is a trademark, but not a registered one. Doug]