

TERMS AND CONDITIONS OF USE
[www.musicisidol.com]

This site is provided by FremantleMedia North America, Inc. ("FMNA", "we", "us" or "our"). By visiting the Site or by participating in any of the activities offered on the Site, you agree to be bound by these Terms of Use.

We may, in their sole discretion, modify these Terms of Use without notice to you. If, at any point, you do not agree to these Terms of Use or any changes or updates thereto, your only remedy is not to use the Site and to cancel any accounts that you may have established to access the Site's features and offerings ("Account(s)"). Your continued use of the Site after such changes or updates have been posted will constitute your acceptance of such changes or updates. We encourage you to check these Terms of Use often for updates.

You may use material displayed on the Site for non-commercial, personal use only, and may not copy, distribute, modify, transmit, reuse, re-post, or use the content of the Site for public or commercial purposes, including the text, images, audio, and video without our written permission.

THIS IS A GENERAL USE SITE. IF YOU ARE UNDER THE AGE OF 18, A PARENT/LEGAL GUARDIAN MUST SUPERVISE YOUR USE OF THE SITE.

1. System Requirements.

Use of the Site requires a computer with Internet access (for which your ISP may charge you fees), and certain internet browsing software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Site involves hardware, software, and Internet access, your ability to use the Site may be affected by the performance of these factors. High speed Internet access is strongly recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.

2. Registration and Passwords

Registration may be required to access or use certain parts of the Site. You may be required to submit certain personal information, including, without limitation, your name, zip code, e-mail address. When you submit such information on the Site, you represent that you are at least 18 years of age and that you have the authority to register with the Site. IF YOU ARE UNDER THE AGE OF 18, A PARENT/LEGAL GUARDIAN MUST SUPERVISE YOUR USE OF THE SITE AND REGISTRATION.

If you decide to proceed with registration, you may be asked to create a login ID/username (or you may be assigned a login ID/username), and we may request that you create a password. You are entirely responsible for maintaining the confidentiality of your Account information (including login ID/username and passwords). Furthermore, you are entirely responsible for any and all activities that occur under your Account. You agree to notify us immediately of any unauthorized use of your Account or any other breach of security (and to provide properly documented evidence as reasonably requested by FMNA). FMNA will not be liable for any loss that you may incur as a result of someone else using your Account, either with or without your knowledge. However, you will be liable for losses incurred by us or another party if someone else uses your Account, and will be responsible for paying all charges, including taxes, duties or other fees, incurred by you or anyone using your login ID/username and/or password.

Your Account is personal to you and you may not transfer or make available your Account to others or use anyone else's Account at any time. If you distribute or share your Account or related information with anyone, we reserve the right to terminate and cancel your Account.

3. Ownership of Materials on the Site

You should assume that everything you see, read, watch or download on the Site is copyrighted unless otherwise noted, and may not be used except as provided in these Terms of Use. You may not copy, download, upload, modify, reproduce, transmit, delete, add to, distribute in any way, or otherwise use for any purpose any of the content made available or accessible on the Site except as stated in these Terms of Use, on any Site, or with the prior written consent of the owners of the content.

FMNA, together with its partners and/or suppliers, own the title, copyright, and other intellectual property rights in the software and associated content made available to you by the Site. Such software and content is licensed and not sold, and we, together with our partners and/or suppliers, reserve all other rights to the software and content not granted herein. You do not have ownership rights to any software or other content made available or accessible on the Site, regardless of how such software and content is used or downloaded. FMNA does not warrant or represent that your

use of software, content, and/or other materials displayed on the Site will not infringe rights of third parties not owned by or affiliated with us.

Any unauthorized use of any elements on the Site, including, without limitation, images, text, videos, logos, trademarks and data, may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

4. Software

FMNA and its suppliers grant you a personal, non-exclusive, revocable license to use any software and associated content (e.g., text, images, video, graphics, music, sound) made available to you on the Site only for and during the authorized use of the Site and/or the product to which the software and content relate. You may not copy, download, modify or create derivative works, publish, transmit, sell or attempt to sell or transfer, or otherwise use or exploit any software or associated content unless we or our suppliers have expressly allowed you to do so.

5. Your Submissions and User Conduct

We shall own any communication and/or submission(s) (collectively, "**Submissions**") made on the Site generally, including, but not limited to, any notes, reviews, bulletin board postings, ideas, suggestions, concepts, artwork, photographs and sound and video files, and we (or our affiliates) may adapt, change, license, perform, sell, reproduce, disclose, transmit, publish, broadcast, post or otherwise use it as they see fit. Furthermore, we are free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

You further agree that you will not circumvent our security features, corrupt any content or files on or obtained from any Site, interfere with or in any way disrupt our service or servers, or networks connected to our service or servers, or otherwise violate any applicable law or regulation or these Terms of Use.

Unsolicited Submissions

It is our policy not to accept or consider creative materials, ideas, or suggestions other than those specifically requested. This is to avoid any misunderstandings if your ideas are similar to those we have developed independently. Therefore, we must request that you do not send either FMNA or post any original creative materials, such as screenplays, stories, original artwork, technical concepts, know-how or techniques. Any communication or material you do transmit to the Site by electronic mail or otherwise will be treated as non-confidential and non-proprietary.

By transmitting or posting an unsolicited submission you agree that you are not entitled to any compensation, credit or notice whatsoever with respect to such submission, and that you waive any right to make any claim against FMNA, our parent company(ies), subsidiaries or affiliates relating to our use of such submission, including, without limitation, infringement of proprietary rights, unfair competition, breach of implied contract or breach of confidentiality. You are solely and fully responsible for the content of any of your Submissions to the Site.

6. Downloading Material from the Site

You are permitted to download only those materials specifically available to download from the Site. Such material may only be used for personal, non-commercial home use, and for no other purposes. You must not remove any notices or credits on the downloaded materials or delete, add, or otherwise modify the content of any such downloaded materials.

7. Trademarks.

The trademarks, logos, and service marks (collectively the "**Trademarks**") displayed on the Site are registered and unregistered Trademarks of FMNA, and/or others. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without our written permission (or that of a third party that may own the Trademarks displayed on the Site). Your misuse of the Trademarks displayed on the Site, or any other content on the Site, except as provided in these Terms of Use, is strictly prohibited. You are also advised that we will aggressively enforce their intellectual property rights to the fullest extent of the law, including seeking criminal prosecution.

8. Partner Site/Linked Site

The Site may provide links to other website(s) for your convenience and enjoyment. Please note that if you access other website(s) through such links you do so at your sole risk. We does not review, endorse, or control any content, advertising, products, services, or other materials on or available through those Site, nor are we responsible for any viruses, Trojan horses, or other items of a potentially destructive nature that they may contain. Your correspondence

or business dealings with advertisers, partners, or other third parties through any site(s), including payment for and delivery of goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third parties. You agree that we and the Site will not be responsible or liable for any loss or damage of any sort arising out of any such dealings or as a result of the link to their site on any site.

9. Disclaimer

FMNA IS NOT RESPONSIBLE FOR YOUR USE OF ANY CONTENT FOUND ON OR THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, ADVERTISING AND LINKS. BY USING THE SITE YOU EXPRESSLY AGREE THAT SUCH USE IS AT YOUR SOLE RISK. YOU AGREE THAT ALL CONTENT FOUND ON OR THROUGH THE SITE IS OFFERED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, SO THIS EXCLUSION MAY NOT APPLY TO YOU IN FULL.

The Site and each of their publishers' respective vendors, agents, licensees, officers, directors, shareholders and employees, shall not be liable for any and all injuries, actions, claims, liabilities, damages, losses, costs or expenses, including reasonable outside attorneys' fees, arising as a result of your or your child's use of the Site. We make no guarantee of availability of service and it reserves the right to suspend, withdraw, change or discontinue any functionality or feature of the Site. FMNA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE OR IF WE HAVE BEEN ADVISED OR HAS CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES).

We reserve the right to monitor Submissions by those who use the Site, but it is not obliged to do so. We disclaim any responsibility for the Content submitted by users on or through any area of the Site. FMNA cannot and does not seek to limit the opinions and views of our users. Therefore, such opinions and views should not be taken to represent our views or opinion. We do not represent that the content and features on or offered through the Site are appropriate or available for use in all countries.

We reserve the right to terminate this agreement and/or refuse service to you at any time without notice for any reason.

10. Indemnity.

You agree to indemnify, defend and hold FMNA, and its respective parent, subsidiary and affiliated companies (collectively, the "FMNA Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including attorneys' fees) incurred by any FMNA Parties in connection with any of your transmissions or postings to the Site, your use of the Site, any action taken by FMNA or its designees as part of their investigation of a suspected violation of this Agreement or as a result of their finding or decision that a violation of this Agreement has occurred, or in connection with any breach by you of these Terms of Use. THIS INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT. We reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

11. Infringement and Regulatory Complaints

We are committed to respecting the intellectual property rights of others. It will cooperate with any law enforcement authorities and comply with any judicial order requesting or directing it to disclose the identity of anyone downloading or posting materials, or otherwise using this Site in violation of applicable laws. If you believe that your proprietary rights, including copyright, have been infringed by any content posted by users of any Site, please notify us. If we receive such notice, we will promptly respond to, remove, or disable access to, the material that is claimed to be infringing or to be the subject of any infringing activity.

When notifying us of any claimed infringement, you must provide the following information:

1. a physical or electronic signature of a person authorized to act on behalf of the copyright owner whose work you claim has been infringed;
2. a description of the work you claim has been infringed;
3. a description of the work you claim to be infringing as well as information reasonably sufficient to permit us to locate the material;
4. your address, telephone number, and, if available, your e-mail address;
5. a statement of your good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, their agent, or the law; and

6. a statement that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such notices should be sent to the FMNA Privacy Officer at privacy.officer@fremantlemedia.com.

12. Privacy

See our Privacy Policy relating to the collection and use of your information, which is incorporated into and forms a part of these Terms of Use. You hereby consent that we may use your personally identifiable information in accordance with the terms of the Privacy Policy.

13. Governing Law; Venue.

These Terms of Use shall be governed by and construed in accordance with the law in effect in the State of California, USA and you hereby irrevocably consent, with respect to any dispute hereunder, to the jurisdiction and venue of the state and federal courts located in the state of California and city of Los Angeles. You irrevocably waive any and all rights to trial by jury.

You also agree that, in the event any dispute or claim arises out of or relating to your use of the Site or these Terms of Use that you and FremantleMedia will attempt in good faith to negotiate a written resolution of the matter directly between the parties. You agree that if the matter remains unresolved for forty-five (45) days after notification (via certified mail or personal delivery) that a dispute exists, all parties shall join in mediation services in Los Angeles, California with a mutually agreed mediator in an attempt to resolve the dispute. Should you file any arbitration claims, or any administrative or legal actions without first having attempted to resolve the matter by mediation, then you agree that you will not be entitled to recover attorneys' fees, even if you would otherwise be entitled to them.

If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement between the parties relating to the matters contained herein and shall not be modified except in writing, signed by us.

You are solely responsible for compliance with all applicable laws of the jurisdiction from which you are accessing the Site. If any part or portions of these Terms of Use shall be declared invalid, void or unenforceable, the remaining Terms of Use shall remain in full force and effect and shall be interpreted as closely as possible to the manner in which they were written.

These Terms of Use set forth the entire agreement regarding all of the matters contained herein and should supersede all prior agreements or negotiations concerning the subject matter of these Terms of Use.