

Terms of Service

Effective as of 7/5/2009

Welcome to LPM Voice. This Agreement (Terms of Use) constitutes a legal agreement between You and LPM Voice, Inc. LPM is a music discovery service with social interaction features. The LPM Voice Service includes without limitation our Web site, www.localpromoconnect.com, and all sub-domains of lpmvoice.com. If you use LPM Voice services, you accept these conditions. If you do not agree to the Terms of Use you are not permitted to use the LPMVoice.com site.

LPM Voice may modify this Agreement from time to time. These modifications will be posted on LocalProMoConnect.com and will become effective immediately upon posting.-- You agree to be bound to any changes to this Agreement when you use the services after any such modification is posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

PRIVACY

Please review our Privacy Policy, which also governs your visit to LPM Voice.

1. Eligibility

You are required to be 14 years of age or older to use the Service. By using LPM Voice services you represent and warrant that (a) the registration information that you submit is truthful and accurate; (b) the accuracy of this information will be maintained; (c) your use of the LPM Voice services does not violate any applicable law or regulation. Use of and Membership in the Services is void where prohibited.

2. Terms

This Agreement shall remain in full force and effect while you use the Service and/or are a Member. You may terminate your Membership at any time. LPM Voice reserves the right to terminate Membership at any time if You violate this Agreement. Even after Membership is terminated this Agreement will remain in effect.--

3. Content Usage

a. Membership enables you to upload, archive, post, publish, e-mail, or otherwise transmit to LPM Voice various forms of Content including but not limited to: text, code, software, music files, image files, video files, and graphic files. You are solely responsible for all Content that you upload or submit to LPM Voice.

b. You represent and warrant that in regards to all Content uploaded to LPM Voice: (1) you own or have the necessary licenses, consents, permissions, and rights to use the Content (2) You authorize LPM Voice to use all copyright, trademark, patent, trade secret, and other proprietary rights owned by You in conjunction with use of Your Content on LPM Voice.

c. You represent and warrant that you have the written consent, release, and/or permission of every person identifiable in the Content to use their name and likeness, in order to permit inclusion and use of the Content as contemplated by the Service and this Agreement.

d. Ownership rights to the Content uploaded by You to LPM Voice are retained by You. By uploading the Content to LPM Voice, you hereby grant to LPM Voice license to copy, distribute, publicly display, and publicly perform the Content in connection with the Service.

e. Uploaded Content is the sole responsibility of the Member who Uploaded the Content. If you are exposed to Content Uploaded by Members that is inaccurate or objectionable

you will not hold LPM Voice responsible for damages. LPM Voice does not represent or warrant the quality, accuracy, or any other aspect of Content posted on the Site or in connection with the Service.

f. By submitting material to the Service, you represent and warrant that:

LPM Voice, our Affiliates, and our licensees shall not be required to make any payments with respect to material that you submit to our sites under these Terms, including but not limited to payments to you, third parties, music publishers, mechanical rights agents, performance rights societies, persons who contributed to or appear in your materials, your licensors, unions, or guilds;

you have full right and power to enter into and perform under these Terms, and have secured all third-party consents, licenses, and permissions necessary to enter into and perform under these Terms;

the material that you submit to our sites does not contain "samples" of any third party? sound recording or musical composition and will not infringe on any third party? copyright, patent, trademark, trade secret, or other proprietary right, rights of publicity or privacy, or moral rights;

the material that you submit is not and will not violate any law, statute, ordinance, or regulation; and

the material that you submit is not and will not be defamatory, trade libelous, pornographic, or obscene. By submitting sound recordings or musical compositions or other audio and/or audio-visual content to us, you grant us and our business partners a worldwide, royalty-free, nonexclusive, license to:

- o host your materials on our servers and those of our business partners;
- o display your materials to LPM Voice users on our Web sites and our business partners Web sites, in whole or in part in compilation with content provided by third parties;
- o make your material accessible, at YOUR DISCRETION , to LPM Voice users and those of our business partners for direct singular download;
- o copy your materials to our servers or those of our business partners;
- o re-encode your materials;
- o edit your materials (but not your music) to ensure that they comply with our policies and guidelines;
- o use any trademarks, service marks, or trade names incorporated into your material and use the likeness of any individual whose performance or image is contained in your material. We do not have the right to sublicense your audio-visual materials other than as necessary to syndicate our sites to our business partners.

4. Copyright Policy

LPM Voice does not condone or tolerate violations of the rights of copyright owners. We reserve the right to immediately remove any materials that are deemed to violate the rights of copyright owners.

Repeated uploading of materials violating copyrights by Members may result in immediate termination of Membership. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide LPM? written notification of the violation detailing the nature of the violation and the exact web page(s) on which it appears.

5. LPM Voice Services

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The LPM Voice Service uses and contains confidential and proprietary technology owned or licensed to LPM. You are not granted usage of this technology outside of its usage as part of the Service.

6. Code of Conduct

By using the Service you expressly agree not to conduct in any of the following activities:

- a. Upload, copy, distribute or sell Content that you do not own the legal rights to without the express written sent of said rights holder.
- b. Upload, post, tag, or distribute content that violates obscenity laws
- c. Post libelous comments or Content.
- d. Upload, copy, distribute, or share malicious code or programs.

7. Acknowledgment

This Agreement, including the Privacy Policy, represents a contract between You and LPM Voice, Inc. Use of the Services serves as acknowledgement and agreement to the Terms of Use outlined in this document_ Furthermore, You agree to indemnify and hold LPM Voice and its respective officers, agents, partners, affiliates and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party arising out of or due to your use of the Services in violation of this Agreement.

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