

# Terms of Use and End User License Agreement

This Agreement sets forth how You may use the Services provided on fligmusic.com or the FLIG mobile application (collectively, "FLIG"), and Your rights and obligations in using the Services. If You have any questions pertaining to these Terms and Conditions, please contact [business@fligmusic.com](mailto:business@fligmusic.com).

FLIG IS OWNED AND OPERATED BY FLIG, LLC ("WE" OR "OUR" OR "US").

BY ACCESSING AND USING FLIG, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY (REFERRED TO AS EITHER THE "AGREEMENT" OR THESE "TERMS AND CONDITIONS"). THIS AGREEMENT SETS FORTH THE ENTIRE RELATIONSHIP BETWEEN YOU AND US PERTAINING TO YOUR USE OF FLIG AND THE SERVICES OFFERED ON FLIG, AND SUPERSEDES ALL PRIOR VERSIONS OF THE AGREEMENT.

THIS AGREEMENT IS LEGALLY BINDING. IF YOU USE FLIG ACTING AS THE REPRESENTATIVE FOR AN ARTIST, BAND, GROUP, COMPANY, OR OTHER ENTITY OR PERSON, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ENTITY OR PERSON AND YOU GUARANTEE COMPLIANCE BY SUCH INDIVIDUAL OR ENTITY WITH THESE TERMS AND CONDITIONS.

WE RESERVE THE SOLE RIGHT TO MODIFY, DISCONTINUE, OR TERMINATE FLIG OR ANY SERVICE WE OFFER AT ANY TIME, OR TO CHANGE THE AGREEMENT WITHOUT NOTICE. WE WILL POST CHANGES TO THE AGREEMENT AT FLIGMUSIC.COM.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE FLIG.

## I. DEFINITIONS

- **Admin:** Any of our employees who have the authority to administer, direct, or approve matters connected with Your use of FLIG, including to approve, dismiss, reject, review, consult, correct, or access a Planner, Artist, or Professional Profile.
- **Admin Approval:** The acceptance of an Artist or Planner Profile by an Admin into the FLIG community to participate and use FLIG Services.
- **Artist:** Any person or persons who offers entertainment services, including and without limitation, a musician, vocalist, disc-jockey, or other musical services.
- **Artist Profile:** A profile on FLIG created by a single Artist.
- **Budget:** The monetary amount that an Artist will receive after a successful Event performance as determined by Planner.
- **Certificate of Insurance or COI:** A Certificate of Insurance/General Liability insurance is a one-off or annual insurance policy that covers a performance or the performer.
- **Failure to Perform:** The failure for the Artist to fulfill the obligations of the Event as outlined by the RFP/Event and the Planner.
- **Event or Gig:** Also referred to as **Gig**. An event posted by a Planner for which the Planner requires an Artist(s) for entertainment.
- **Limited Profile:** A Professional Profile for an Artist for which there is email confirmation but not Admin Approval.
- **Member:** Any Artist or Planner whose profile has been granted Admin Approval to be part of the FLIG community and use FLIG Services.

- **Planner:** Any person or entity who plans, hosts, or is otherwise involved in the creation or management of Events for his or herself or any other person or entity.
- **Planner Profile:** A profile on FLIG created by a Planner.
- **Platform Usage Fee:** A percentage of the total Event Budget.
- **Professional Profile:** A Member profile that is the professional entity of the Artist. It is the profile that Planners have access to when viewing submissions, and it is what allows Artists to apply for Gigs. Without a Professional Profile, an Artist does not have the ability to apply for Gigs.
- **Professional Profile Owner/Owner:** The Professional Profile Owner is the Member who is responsible for the Professional Profile of an Artist.
- **Registration Information:** A FLIG user's username, password, email address, and contact information.
- **RFP or Event Post:** A posting on FLIG which communicates an Event to Professional Profiles as prepared by a Planner. RFP or Event Post conveys specific information about the Planner's Event, so that Artists who match the Planner's specified criteria can express their interest in performing at the Event under the terms specified in the RFP.
- **Services:** The website, mobile application, and platform services that we provide You on FLIG.

## II. USE OF FLIG:

(a) Age Restriction. FLIG is intended for use by persons 18 years of age or older. FLIG is not intended for children under the age of 13. Children under the age 18 but at least 13 years of age may use FLIG only with the verifiable consent of a parent or legal guardian who has agreed to be bound by these Terms and Conditions.

(b) Content. All material and content on FLIG, including without limitation, Your Content, as defined in this Agreement, are Our property, or that of Our licensors (including You and other users of FLIG), including the copyrights, logos, slogans, trademarks, and service marks displayed on FLIG (collectively, "Our Content").

(c) License to Use the Services. Subject to these Terms and Conditions, You are granted a limited, non-exclusive, revocable, non-assignable, and non-transferable right to use the Services. Except as expressly permitted by these Terms and Conditions, You may not modify, copy, distribute, frame, reproduce, republish, download, display, post, transmit, sell, or otherwise use Our Content in any form or by any means, in whole or in part, and nothing herein grants You any license or right to use Our trademarks, service marks, logos, slogans or taglines, or those of any of Our licensors (except for Your Content), or any software or code relating to FLIG.

(d) Abuse and Infringement. You will not use FLIG in any abusive or illegal manner, as determined in Our sole discretion, including without limitation, You will not:

(i) use FLIG to infringe the copyright, trademark, or other intellectual property rights of any person or entity;

(ii) harvest or collect email addresses or other contact information of other FLIG users by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;

**(iii)** use automated scripts to collect information from, access, or otherwise interact with FLIG;

**(iv)** upload, post, email, transmit or otherwise make available any content that We deem to be harmful, threatening, abusive, harassing, vulgar, obscene, hateful, or racially, ethnically, or otherwise objectionable, as determined in our sole discretion;

**(v)** impersonate any person or entity, or falsely state or otherwise misrepresent Yourself or Your affiliation with any person or entity;

**(vi)** upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

**(vii)** use "spam," "blast-faxes," or recorded telephone messages to market or promote any materials relating to You on FLIG;

**(viii)** upload, post, email, transmit, or otherwise make available any material that 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;

**(ix)** use FLIG to solicit, advertise, provide, sell, or offer, any third-party sites or services, or similar or competing products or services;

**(x)** solicit FLIG users to register or sign up with another website, platform, or other service or entity;

**(xi)** use or attempt to use another user's account without Our authorization or create a false identity using FLIG;

**(xii)** directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through, FLIG or any software, documentation, or data related to FLIG;

**(xiii)** impair or burden FLIG in any way; and

**(xiv)** remove any proprietary notices or labels from FLIG or Our Content; or modify, translate, or create derivative works based on FLIG or Our Content.

### **III. REGISTRATION:**

**(a)** You must create a profile to use all of the Services provided through FLIG. Without a profile You may only access the public portions of FLIG, such as the newsletter or blog. The profile may be either an Artist Profile or a Planner Profile. You can select the type of profile right for You when You register for FLIG. The profile, at a minimum, should include Your username, a password, email address, and other contact information requested by FLIG during registration.

**(b)** For Artists: Once registered, You will have a Limited Profile, which allows You to access some but not all of the features of FLIG. Full features are unlocked only after You complete a Professional Profile and it is approved by FLIG Admin.

**(c)** For Planners: Once registered, You will have access to all features, which includes the Discover Artist feature and the ability to create Events and upload all associated documents.

**(d)** You alone are responsible for maintaining the security of Your Registration Information and for all uses of FLIG in the name of your profile.

**(e)** You are responsible for maintaining access to the email address associated with Your account. We are unable to restore access to your account if you lose access to the email address associated with the account.

#### **IV. CONTENT SUBMITTED BY YOU:**

**(a)** Your Content.

**(i)** You are solely responsible for all materials and content that You submit through Your account for posting, publication, display, distribution, performance, or other use on FLIG, including without limitation, music, sound recordings, musical works, compositions, videos, photographs, pictures, graphics, names, likenesses, images, copyrights, trademarks, service marks, logos, biographical information, chat, messages, files, code, data, metadata, text, software, links, Your Registration Information, and any other information or materials ("Your Content").

**(ii)** We are not responsible for any of Your Content that may be lost or unrecoverable through Your use of FLIG, and You are encouraged to archive Your Content regularly and frequently.

**(iii)** We reserve the right to: (a) require You meet certain submission specifications in order to upload and submit Your Content on FLIG and (b) refuse to accept and/or cause the removal of any of Your Content for any reason and at Our sole discretion and without notice to You.

**(iv)** As between Us and You, and subject to these Terms and Conditions, You shall retain all ownership rights in Your Content and nothing in these Terms and Conditions shall constitute an assignment of ownership of any of Your Content.

**(v)** You hereby acknowledge and agree that We may, in Our sole discretion, disclose Your Content in order to: (A) comply with law enforcement, court orders, or the legal process; (B) protect the rights and safety of individuals; or (C) settle disputes over intellectual property ownership. You understand and agree that in connection with the rights granted herein, We have the right, but not the obligation, to remove, monitor, market, promote, advertise, or otherwise use Your Content.

**(b)** Licenses to Your Content.

**(i)** By submitting Your Content to FLIG, You grant Us a non-exclusive, transferable, royalty free, worldwide license to, in any manner and media now known or hereafter developed, prepare, review, copy, reproduce, convert, host, distribute, transmit, stream, publicly perform, display, modify, adapt, excerpt (in whole or in part), publish, promote, advertise, market, create derivative works from, and otherwise use all or any portion of Your Content, and to grant and authorize sublicenses of Your Content, in connection with FLIG and the provision of the Services; provided, however, We will not sell or otherwise commercially distribute for a fee Your Content except in connection with your express use of FLIG or other services offered by Us that provide such functionality. We have no obligation to pay You or anyone else any amounts, including record or publishing royalties, performance fees, license fees, or union, guild, or collective bargaining fees, for the distribution, public performance, or other uses of Your Content as authorized in these Terms and Conditions.

**(ii)** The grant of rights in this Section IV will survive Your removal of Your Content from FLIG, the termination of Your use of FLIG, or any other termination of these Terms and Conditions unless We receive written notice of termination of this license from You, at which point this license will expire and We will stop using Your Content within thirty (30) days.

**(c)** Without limitation of the rights granted herein, We may enter into additional agreements with You to confirm the rights granted herein, expand the scope of rights granted to Us, or otherwise with respect to Your Content.

**(d)** Representations and Warranties. By submitting Your Content to FLIG, You acknowledge, represent, and warrant that:

**(i)** You own or control all necessary rights in and to Your Content, and You have the full right and authority to grant the rights, licenses, and permissions in these Terms and Conditions;

**(ii)** the exercise of the rights granted by You herein shall not violate any laws or otherwise infringe upon the rights of any person or entity, including copyright, trademark, privacy, publicity, or other personal or proprietary rights, or contain libelous, defamatory or otherwise unlawful materials;

**(iii)** the exercise of the rights granted by You herein shall be without any obligation to make any payment of any nature to You or any other person or entity; and

**(iv)** to the extent You do not own any underlying musical compositions, sound recordings, samples, publicity rights, or other materials or content in Your Content, it is Your obligation to secure all appropriate permissions, clearances, licenses, or other authorizations and agreements, and, as applicable, to pay directly all third-party fees and royalties as may be required, including, but not limited to, with respect to artists, band members, authors, co-authors, copyright owners and co-owners, publishers, producers, or any other person who performed in the making of Your Content, and in connection with mechanical royalties, digital phonograph delivery royalties, public performance royalties, payments that may be required under any collective bargaining agreements or statutory schemes, or any other royalties, fees, and/or sums payable with respect to Your Content,

and at Our request You shall provide Us with confirmation of such authorizations and payments.

## **V. PROVISION OF SERVICES**

1. FLIG will provide You with the Services for Your account.
2. Through written request, FLIG may require additional information in order to provide You with Our full suite of Services. If You are unable to provide the information, or if the information is incorrect or inaccurate, FLIG will not be responsible for errors, delays, or cancellation of Event(s) or Services.
3. At any time, FLIG may change or alter the Services.

## **VI. PAYMENT**

1. Payments of fees are processed by PayPal on behalf of FLIG.
2. The Platform Usage Fee is a percentage of the total Event Budget and is subject to change; however, these price changes are not retroactive.
3. Platform Usage Fees are quoted in percentages of US Dollars (\$).
4. Budgets are quoted in US Dollars (\$).
5. If the contractual/professional obligations between FLIG and You are terminated, FLIG reserves the right to pursue any financial deficits to FLIG that Artist may have incurred as an active Member under this Agreement.
6. To process credit card and check transactions, FLIG employs STRIPE and PayPal services. As such, FLIG does not store any Artist or Planner financial information on our servers. For information about FLIG's use of Your financial information, please consult the PayPal Privacy Policy and information about PayPal security protocols, available at: <https://www.paypal.com/va/webapps/mpp/ua/privacy-full> and the STRIPE Privacy Policy and information about STRIPE security protocols available at: <https://stripe.com/us/privacy>.
7. Artists will receive Payment via FLIG by the second business day after a completed Event.
8. FLIG charges a platform usage fee in addition to the credit card transaction fees.
9. This Section will survive the expiration of these Terms and Conditions.

## **VII. CANCELLATIONS**

1. Artists must immediately inform a Planner and FLIG in writing of any changes regarding an Event/Gig.
2. If any Event/Gig is altered or cancelled by the Artist for any reason, the Artist accepts full liability for all monies owed to FLIG and/or the Planner in association with a cancellation or postponement of the Event.
3. Once a cancellation has processed, the Artist will be required to settle the full balance of fees.
4. You agree that FLIG will not be liable for any Artist-initiated cancellation, alteration to the Artist's anticipated performance at the Event, or the quality of the Artist's performance at the Event.
5. If the Planner cancels the Event 30 days before the Event or earlier, Artist will not incur any charges or receive any payment.
6. If a Planner cancels less than 30 days before the Event, Artist will receive full fees as quoted on FLIG. This will be paid to Artist after the cancellation is processed.
7. You agree that FLIG will not be liable for any Planner-initiated cancellation, alteration to the Artist's anticipated performance at the Event/Gig, or any other actions or conduct by the Planner at or in connection with the Event.

8. Chronic cancellations on the platform may warrant exclusion from the FLIG Music app at the discretion of the FLIG Music team
9. **FLIG is not an arbiter of disputes.** As a condition of using FLIG, You agree that any dispute that arises between You and another User is solely between You and the other User and FLIG is under no obligation to resolve any disputes or, in the case of a Planner, find a replacement Artist for an Event.
10. This Section will survive the expiration of these Terms and Conditions.

## VIII. INSURANCE

1. The Planner is solely responsible for requesting, applying for, and obtaining all necessary licenses, consents, and permissions required prior to the Event, including without limitation compliance with all applicable laws, codes, regulations, and requirements.
2. By entering into this Agreement and agreeing to perform at an Event, Artist accepts that he/she will comply with all requirements for an Event.
3. Artist must provide sufficient and current insurance documentation and upload a Certificate of Insurance to the FLIG Music platform at least 31 days prior to an Event involving that Artist when requested by the Planner.
4. When required by a Planner for an Event, an Artist must implement and maintain General Liability Insurance providing coverage as specified by the Planner. Artist shall provide policy status details of the insurance to a Planner upon request if such a request is made in association with any Event. FLIG reserves the right to withdraw an Artist's Admin Approval if an Admin believes, in FLIG's sole and absolute discretion, that an Artist's General Liability Insurance is inadequate or an Artist has not yet secured such General Liability Insurance when the Event has specifically called for such documentation and coverage.

## IX. SITE AVAILABILITY OR CHANGES

We reserve the right at any time to modify or discontinue, temporarily or permanently, FLIG, the Services or any part of FLIG or the Services, with or without notice for any reason.

We perform regularly scheduled maintenance and unplanned maintenance that may sometimes be necessary to optimize the availability and functionality of FLIG or the Services. While We make every effort to avoid inconvenience to You, the website, platform, and Event posts may be temporarily unavailable during maintenance periods. If You experience concerns in such circumstances, please e-mail [business@fligmusic.com](mailto:business@fligmusic.com).

## X. LINKS

For Your convenience, one or more links to other internet websites may appear on FLIG from time to time. Except for internet websites maintained by Us, the internet websites to which links are provided are not under Our control and we assume no responsibility for the contents of any such linked internet website, or for any potential damage arising out of or in connection with the use of a such website. In addition, the existence of a link between FLIG any other internet website is not an endorsement of the linked internet website or its owner. This Section will survive the expiration of these Terms and Conditions.

## XI. EXCLUSIVITY AND NON-CIRCUMVENTION

1. By using FLIG, You agree not to by-pass, compete with, avoid, circumvent, or attempt to circumvent FLIG and its Services and knowingly solicit, induce, or encourage other FLIG users to do so by, among other things, engaging in a business transaction with another FLIG user You met through the Services within the past twelve (12) months; and, if You wish to retain any artist or be retained by any employer referred to You through FLIG during that period, the retention will be through FLIG under these Terms and Conditions. Any first violation of this provision will result in an automatic suspension of Your FLIG account for ninety (90) days. A second violation of this provision will result in an automatic termination of Your account.
2. This Section will survive the expiration of these Terms and Conditions.

## **XII. DMCA COPYRIGHT NOTICE AND REPEAT INFRINGER POLICY:**

**(a)** If You are a copyright holder who believes that any of the material on FLIG infringes Your work, You should notify Us promptly through Our "DMCA Agent." Upon Our receipt of notice reporting alleged copyright infringement, and which complies with the requirements set forth in the Digital Millennium Copyright Act ("DMCA"), We will respond promptly to remove, or disable access to, the material in accordance with the DMCA.

**(b)** Pursuant to the DMCA, written notification of claimed copyright infringement must be submitted in writing to the Our DMCA Agent. Contact information for the DMCA Agent is provided below:

DMCA Agent

Pattishall, McAuliffe, Newbury, Hilliard & Geraldson

200 South Wacker Drive, Suite 2900

Chicago, IL 60606

Email: [dmca@pattishall.com](mailto:dmca@pattishall.com)

**(c)** Please be advised that We may provide an alleged infringer with any notice of claimed infringement submitted by You and any communications related thereto. We may also provide any counter notifications received and communication related thereto, to the provider of the original notice of claimed infringement.

**(d)** Without limiting Our termination rights, if You engage in "repeat infringement" We may terminate Your registration and FLIG account without notice, and You will no longer be permitted access to FLIG. "Repeat infringement" shall be defined as two (2) or more instances, as determined by Us in Our reasonable discretion, where You have infringed the copyright of another person.

**(e)** In the event Your materials are removed due to a DMCA notice and then subsequently restored in accordance with the DMCA, We will treat the underlying DMCA notice as withdrawn.



(f) We reserve the right to terminate FLIG accounts that are the subject of fewer than two (2) instances of infringement of the intellectual property rights of another person in appropriate circumstances, such as in cases of repeated intellectual property violations or violations of these Terms and Conditions.

(g) This Section will survive the expiration of these Terms and Conditions.

### **XIII. INDEMNIFICATION:**

You agree to fully indemnify and hold Us and Our subsidiaries, affiliates, directors, officers, agents, contractors, partners, affiliates, employees, contractors, co-branders, advertisers, and other partners (collectively, the "Released Parties") harmless, and upon Our request, defend Us and/or the Released Parties, from and against any and all losses, liabilities, damages, claims, costs, expenses, or demands (including reasonable attorneys' fees and costs), due to or arising out of (i) Your use of FLIG; (ii) Your violation or breach of any representation, warranties, or other terms in these Terms and Conditions; (iii) Your violation of any rights of any third party; and (iv) any dispute between You and any other user of FLIG. Without limitation, You agree to reimburse Us and the Released Parties on demand for any payments made in resolution of any liability or claim that is subject to indemnification under this Section. Your sole remedy as a result of any breach or alleged breach by Us of these Terms and Conditions or other applicable terms and conditions or agreements is limited to Your discontinuing Your use of FLIG. This Section will survive the expiration of these Terms and Conditions.

### **XIV. LIMITATIONS AND DISCLAIMERS:**

**FLIG AND OUR CONTENT ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. WE MAKE NO, AND EXPRESSLY DISCLAIM ANY AND ALL, WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF FLIG.**

Without limiting the foregoing:

(a) We and the Released Parties are not responsible for any incorrect or inaccurate information in Our Content. We and the Released Parties are not responsible for the content of, accuracy of, or statements or opinions expressed by third parties in any of Our Content or other content on FLIG, including any of Your Content or in advertisements or solicitations, or liable for any fraud or false representation made in Our Content or Your Content not created by Us. We and the Released Parties are not responsible for the conduct, whether online or offline, of any user of FLIG. FLIG is not investigated, monitored, or checked for accuracy or completeness by Us. We do not make editorial decisions related to Your Content. Inclusion of any of Your Content, including links to other websites, does not imply approval or endorsement of Your Content by Us and the Released Parties.

(b) Your interactions with organizations and/or individuals found on or through FLIG, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such organizations and/or individuals and You agree that We and the Released Parties will not be liable for any liabilities arising out of these interactions with third-parties. You agree that We and the Released Parties will not be liable for any delay in or failure of performance of the services agreed to

between You and any other FLIG user that cannot take place, in whole or in part, because of an act of God, national emergency, war, labor dispute, fire, earthquake, tsunami, hurricane, blizzard, snow storm, severe weather, casualty or other unforeseen occurrence or any other cause beyond the control of FLIG or which FLIG is unable to avoid by exercise of due diligence (an "Act of Force Majeure") or Your failure to perform Your obligations under the agreement between You and the other FLIG user. You agree that We and the Released Parties shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings including, but not limited to, death, personal injury, or financial injury caused by any third party's intentional or negligent acts or omissions in connection with Your use of FLIG and any services provided or retained through FLIG. If there is a dispute between You and any third party, You understand and agree that We and the Released Parties are under no obligation to become involved.

(c) You understand the speculative nature of the music industry, and We make no guarantees whatsoever with respect to the marketing, promotion, acceptance, development, or popularity of You, Your band, Your music, Your art, or otherwise in connection with Your use of FLIG.

(d) FLIG may be temporarily unavailable from time to time for maintenance or other reasons. We and the Released Parties are not liable for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to, or alteration of, FLIG. We and the Released Parties are not liable for any problems or technical malfunction of any telephone network or lines, computer online systems, computer or mobile device hardware or software, wireless carriers and service providers, other servers or providers, computer equipment or software, or the failure of email on account of technical problems or traffic congestion on the internet or at any website or blocking from the destination mail servers, including injury or damage to any person's computer or mobile device related to or resulting from participating or downloading materials in connection with FLIG. Under no circumstances will We and the Released Parties be liable for any loss or damage, including personal injury or death, resulting from anyone's use of FLIG or Our Content.

(e) By using FLIG, You hereby release Us and the Released Parties from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to Your use of FLIG.

**(f) IN NO EVENT WILL WE AND THE RELEASED PARTIES BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR ANY LOST PROFITS AS A RESULT OF YOUR USE OF FLIG, EVEN IF WE AND RELEASED PARTIES ARE AWARE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK. THIS ALLOCATION OF RISK AND THE DISCLAIMER OF WARRANTIES HEREIN ARE A FUNDAMENTAL ELEMENT OF THESE TERMS AND CONDITIONS.**

(g) This Section will survive the expiration of these Terms and Conditions.

## **XV. TERMINATION:**

(a) You may terminate Your use of FLIG at any time; provided You have paid all applicable charges due at the time of termination.

(b) We may cancel Your registration and terminate Your use of FLIG at any time with or without cause, in Our sole discretion, and with or without notice.

(c) We may delete any of Your Content, information, or other data from FLIG at any time, and We have no obligation to maintain copies of any deleted information.

## **XVI. DISPUTE RESOLUTION/GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without reference to conflict of law provisions. Those who use FLIG from other jurisdictions do so at their own volition and are responsible for compliance with local laws. Any dispute or claim arising out of, or in connection with, these Terms and Conditions shall be finally settled by binding mediation in Chicago, Illinois, by a mediator of Our choosing. The mediator shall apply the law of the State of Illinois, without reference to rules of conflict of law or statutory rules of arbitration, to the merits of any dispute or claim. You agree that, any provision of applicable law notwithstanding, the mediator shall have the authority to award the prevailing party its costs and reasonable attorneys' fees. The mediation can resolve only Your and/or Our individual claims, and the mediator shall have no authority to entertain or mediate any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated. In the event that the forgoing mediation provision is held invalid or unenforceable, then any dispute with respect to these Terms and Conditions shall be brought and heard either in the Illinois state courts located in Cook County, Illinois, or the federal district court for the Northern District of Illinois located in Chicago, Illinois. In such event, You consent to the in personam jurisdiction and venue of such courts. You agree that service of process upon You in any such action may be made if delivered in person, by first class mail or courier service to any physical address provided in Your Registration Information, by email to the email address provided in Your Registration Information, by facsimile to any fax number provided in Your Registration Information, and shall be deemed effective upon receipt or, in the case of email, if the email is not returned as undeliverable. This Section will survive the expiration of these Terms and Conditions.

## **XVII. MISCELLANEOUS:**

This Agreement is between FLIG and You. No other entity has the right to enforce these Terms and Conditions. If any provision of these Terms and Conditions is held invalid or unenforceable, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and the remainder of these Terms and Conditions shall continue in full force and effect. Nothing in these Terms and Conditions shall be deemed to confer any third-party rights or benefits. These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Us without restriction. Our delay or failure to exercise any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. These Terms and Conditions do not, and shall not be deemed to, constitute a relationship of a partnership, joint venture, employee, or agent with the authority to bind the other under any contract, agreement, or otherwise between You and Us, or You and Released Parties. This Section will survive the expiration of these Terms and Conditions.

## **XVIII. CONTACT INFORMATION**

For questions regarding these Terms and Conditions or any FLIG Services, please contact [business@FLIGmusic.com](mailto:business@FLIGmusic.com).

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