

## EMICMGDISTRIBUTION.COM PARTNER PLUS AGREEMENT

PLEASE READ THE USER AGREEMENT BELOW AND INDICATE YOUR ACCEPTANCE BY COMPLETING ALL APPLICABLE INFORMATION AT THE END OF THE AGREEMENT AND FAX OR MAIL ASIGNED HARDCOPY OF THE PARTNER PLUS AGREEMENT(**page 8** TO EMI CMG DISTRIBUTION AT:

FAX NUMBER: 615-371-6555

MAILING ADDRESS: ATTN: EMI CMG Distribution WEBMASTER  
EMI CMG Distribution  
101 WINNERS CIRCLE  
P.O. BOX 5084  
BRENTWOOD, TN 37024-5084

BY USING THIS SERVICE AFTER THE DATE OF SIGNATURE, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT AND ANY AMENDMENTS HERETO, IN THEIR ENTIRETY.

### 1. General

- A. User Agreement: By completing the registration process, returning the Partner Plus document to EMI CMG Distribution, a division of EMI Christian Music Group, Inc. ("EMI CMG" or "EMI CMG Distribution") and using the EMI CMG Distribution website (the "Website"), you are indicating that you are 18 years or older, that you have the complete authority to enter into this Agreement on behalf of yourself and your company, and that you and your company agree to be bound by all terms in this User Agreement. Continued acceptance of this agreement is a condition of your account with the Website. EMI CMG Distribution reserves the right to change, modify, and/or remove portions of this User Agreement at any time without notice or liability, and such modifications shall become effective upon your use of the Website after posting on the Website and/or electronic transmission to you. If this User Agreement, or any changes thereto, are unacceptable to you or your company, or cause you or your company to no longer be in compliance with the User Agreement, you should not use the Website again and should cancel your account according to the procedures specified in the registration process.
- B. The Website: The Website will contain four (7) primary and separate areas, all of which will be accessible on a restricted basis only (as more fully explained below):
1. Order Status section
  2. Place an Order section
  3. Stock Check section
  4. Return Request section
  5. Account Status section
  6. Policies and Procedures section
  7. "ONdeal Promotion" section
  8. Updates and Alerts
  9. Invoice Copies
- C. Levels Of Access: There are three (3) levels of access to the Website, all of which shall be limited to the particular store of the user.
1. **Partner Level** (intended for clerks and so-called "frontliners") shall be provided access to New Release product information, Policies and Procedures Updates and Alerts, Invoice Copies and Order Status. Users can

obtain access to Partner Level by filling out the online registration in its entirety. NO contract is needed for Partner Level access.

2. **Partner Plus Level** (intended for music buyers and managers) shall be provided access to New Release product information, Policies and Procedures, Updates and Alerts, Invoice Copies, Order Status, Place an Order, Stock Check, Return Request, and ONdeal sections. EMI CMG Distribution will provide (and may revoke) levels of access based upon the written direction of the manager/owner of each store. EMI CMG Distribution must receive a signed contract in order to grant access to restricted sections with the Partner Plus Level.
3. **Partner Plus Advanced Level** (intended for store owners and managers) shall be provided access to New Release product information, Policies and Procedures, Updates and Alerts, Invoice Copies, Order Status, Place an Order, Stock Check, Return Request, and ONdeal and Account Status sections. EMI CMG Distribution will provide (and may revoke, as provided herein) levels of access based upon the written direction of the manager/owner of each store. EMI CMG Distribution must receive a signed contract in order to grant access to restricted sections with the Partner Plus Advanced Level. Kathy-how can a manager revoke the access right of the Owner?

- D. Representations and Warranties: EMI CMG Distribution expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness or a particular purpose, noninfringement, security or accuracy. EMI CMG Distribution bears no responsibility for errors in the software program(s) used in connection with your downloading, unencoding ("browsing") or otherwise interpreting information provided by EMI CMG Distribution via its electronic communications equipment.

## 2. Privacy

- A. Consent: By executing this Agreement, you are agreeing that EMI CMG Distribution may store information you provide as part of the registration process and usage information, and may make use of aggregate statistical information without personal identifying information, as detailed more fully in the "EMI CMG Distribution Internet Privacy Policy." EMI CMG Distribution may also use the information to inform you about other EMI CMG Distribution products and services, unless you opt not to receive such information.
- B. Disclosure: EMI CMG Distribution's general policy prohibits the disclosure to third parties of any specific personal identifying information, i.e., your name, address, telephone number or e-mail address. EMI CMG Distribution will not disclose such information to third parties without your prior consent.
- C. Future Communication: EMI CMG Distribution reserves the right to send electronic mail to any and all users. You may always elect to not receive electronic mail from EMI CMG Distribution by unsubscribing as directed in the electronic mail you have received.

**3. Registration with Website; Use of Website**

- A. User Duty: You must keep your password private and not provide it to third parties or co-workers. You are responsible for all statements made and acts or omissions that occur while your password is being used. Until EMI CMG Distribution is notified of a breach of security, or is otherwise instructed by the manager of your store to cancel your registration, you will remain responsible for any unauthorized use of your account. In no event shall EMI CMG Distribution be responsible for any information divulged or actions taken by any party's unauthorized use of your password. You shall promptly advise EMI CMG of any changes in personnel in order to keep your user status current at all times.
- B. Choice of Password: EMI CMG Distribution may refuse to grant you a user name that is already taken, impersonates someone else, is protected by trademark or other proprietary right law or is vulgar or otherwise offensive, in the sole judgment of EMI CMG Distribution.
- C. Accuracy: All member-related information that you provide to EMI CMG Distribution must be accurate, including your name, address, credit or charge card numbers and expiration dates and any payment information. As an authorized user of the Website, it is your responsibility to keep such information up-to-date by altering your User Profile online, by sending a message to Distribution@emicmg.com as appropriate.
- D. Order Placement: You understand, acknowledge, and agree that any and all orders placed under your password through the Website shall be deemed legally binding orders, and shall have the same effect as your placing such order directly with your EMI CMG Distribution sales representative.
- E. Annual Confirmation of User Status: On an annual basis, each user shall be required to review and confirm, or revise, as applicable, his or her account information in order to ensure the continued validity and accuracy thereof.

**4. Copyright, Trademark and Restrictions**

- A. Content: All materials published on the Website (including, without limitation, photographs, images, biographical materials, illustrations, artwork, musical compositions, audiovisual recordings, trailers, VOD and sound recordings, individually and collectively, "the Content"), and all rights therein, are protected by all applicable copyright and trademark laws, and are owned and/or controlled by EMI Christian Music Group, Inc. and its affiliates and licensees (collectively, "EMI CMG") or the party credited as the provider of such Content. Nothing contained on this Website should be construed as granting, by way of implication, estoppel or otherwise, any license or right to use any trademark, service mark or trade name displayed on this Website without the express, written permission of EMI CMG or its applicable licensor(s).

- B. Reproduction: The Content may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, with the sole exception that Content which is designated by EMI CMG Distribution as available for use as marketing materials, and is received through the Website may be publicly distributed in a physical format (i.e., "hard copy" form) in connection with the promotion or sale of records or used as source material or collateral for publication. For the purposes of clarification, and without limiting the foregoing sentence, no materials from the Website may be distributed or used by you on or through the Internet without the express prior written permission of EMI CMG.
- C. Disclosure of Content: You may not disclose any Content (or any other information) from the Website to any third parties, except as permitted by this Agreement. If you share the content with agents and representatives, each agent or representative must be informed of the terms of this User Agreement. Unauthorized disclosure of Content may be grounds for termination of your access privileges, as well as any EMI CMG availing itself of any and all other applicable remedies at law or in equity.
- D. Modification: Modification of the Content or use of the Content for any purpose not specifically allowed in this Agreement is a violation of the Agreement and may infringe on copyrights and other proprietary rights.
- E. Competitors: It is against EMI CMG Distribution's policy and it is against the law for any sensitive commercial information to be shared with competitors. Therefore, access to the Website is prohibited to any employee or representative of any company within the recorded music industry that operates in competition with EMI CMG Distribution, EMI Christian Music Group, Inc. or its affiliated labels.
- F. Legal Use: You may not use the Website for any unlawful purpose.

## 5. License

- A. General: All Content is made available to you by a revocable, non-exclusive, non-assignable and nontransferable license. This Agreement conveys no ownership rights in the Content to any user, nor any right to payment for use of the Content. None of the Content, Website screens or other information contained in the Website shall be construed in any way to be a license of any musical composition, video content and/or sound recording.
- B. Ownership: All Content available on the Website, and any and all rights therein are owned and controlled by the applicable proprietor thereof.
- C. Third Party Obligations: You agree to obtain any and all necessary consents and make any and all necessary payments or royalties to any and all third parties or associations made necessary by your use of any licensed materials, including any payments required by any performance rights society, music publisher, union or guild.

D. Fee: EMI CMG Distribution reserves the right to charge a fee for your access to licensed Content.

E. Endorsement: Content may not be used in connection with any product or service or so as to create any inference of endorsement by EMI CMG Distribution of your products or services.

## 6. Disclaimers

A. Content: Any content, software or other material(s) made available in the Website is provided "as-is" without any warranty of any kind to the maximum extent permitted by applicable law and this agreement. EMI CMG Distribution disclaims all warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. EMI CMG Distribution does not warrant that the content, software or other material is error-free, will operate without interruption or is compatible with all equipment and software configurations to the maximum extent permitted by applicable law. Further, EMI CMG Distribution does not warrant that defects will be corrected, or that the Website or the server that makes the foregoing available are free of viruses or other harmful components. EMI CMG Distribution does not warrant or make any representations regarding the use or the results of the use of the materials in the Website in terms of their correctness, accuracy, reliability, or otherwise. You and not EMI CMG Distribution assume the entire cost of all necessary servicing, repair, or correction. To the extent that applicable law does not allow the exclusion of implied warranties, the above exclusion may not apply to you.

B. Liability: In no event shall EMI CMG Distribution or its suppliers be liable for indirect, incidental, special or consequential damages including without limitation, loss of income, data, use or information that result from the use of, or the inability to use, the materials in the Website, even if the company or its suppliers have been advised of the possibility of such damages. In no event shall EMI CMG Distribution's total liability to you for all damages, losses, and causes of action [whether in contract, tort (including, but not limited to, negligence), or otherwise] exceed the amount paid by you to EMI CMG Distribution, if any, for accessing the Website.

C. Access: The Website is provided "as-is" and "as available" and EMI CMG Distribution makes no express or implied representations or warranties to you regarding the usability, condition or operation thereof. EMI CMG Distribution makes no representations or warranties that access to or use of the Website will be uninterrupted or error-free or that the Website will meet any particular criteria of performance or quality.

D. Third Party Information: As a convenience to its users, the Website may contain links to other related World Wide Web sites, resources, sponsors, affiliates and other unrelated third parties of EMI CMG Distribution. EMI CMG Distribution is not responsible for the availability of these outside sites or

their contents, and EMI CMG Distribution is neither a sponsor, partner, promoter or publisher of such sites or their content. All linking to other sites is at your own risk. You should direct any concerns regarding any external link to the site administrator of such other site.

**7. Usage Limitation and Termination**

EMI CMG Distribution may change, suspend or discontinue any aspect of the service of the Website, including access passwords, at any time without notice or liability, including the availability of any service feature, database, or content. EMI CMG Distribution may also impose limits on certain features and services or restrict your access to parts or all of the service without notice or liability.

**8. Fees and Payments**

EMI CMG Distribution reserves the right at any time to charge fees for access to portions of the Website or the Website as a whole.

**9. Governing law**

A. These terms shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these terms shall be filed only in the state or federal courts located in Davidson County, Tennessee and you hereby consent and submit to the sole and exclusive personal jurisdiction of such courts for the purposes of litigating any such action.

B. Unless otherwise specified, the materials in the Website are presented solely for the purpose of the sale and promotion of records and other products available in the United States, its territories, possessions and protectorates. This Website is controlled and operated by EMI CMG Distribution from its offices within the state of Tennessee, United States of America. EMI CMG Distribution makes no representation that materials in the Website are appropriate or available for use in other locations. Those who choose to access this Website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Software from this Website is further subject to United States export controls. Accordingly, no software from this Website may be downloaded or otherwise exported or re-exported (a) into (or to a national resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using software from the Website, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

**10. Miscellaneous**

A. Indemnity: You agree to indemnify, save and hold harmless, EMI CMG Distribution from and against any and all claims, losses, demands, causes of action and judgments [including reasonable attorneys' fees and court costs] ("Claims") arising from or concerning your use of the licensed materials and/or Content

on your own web site, or otherwise relating in any way to this Agreement and to reimburse us immediately upon demand for any losses, costs or expenses we incur as a result of any Claims.

- B. Assignment: You may not sublicense, assign or transfer your Website account or the benefits provided by such account and any attempt at such sublicense, assignment or transfer shall be deemed void ab initio.
- C. Complete Agreement: This Agreement constitutes the entire agreement you and EMI CMG Distribution with respect to the Website, and it supersedes all prior or contemporaneous communications and proposals, whether oral or written, between you and EMI CMG Distribution with respect thereto.
- D. Severability: If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- E. Submissions: EMI CMG Distribution welcomes your comments regarding this Website. EMI CMG Distribution does not accept creative ideas, suggestions or materials other than those which are specifically requested. In order to avoid the possibility of future misunderstandings when projects developed by EMI CMG Distribution might seem to others to be similar to their own creative works, EMI CMG Distribution requests that you not send any original creative materials, including audio, audiovisual or visual materials. If at EMI CMG Distribution's request you send certain specific submissions or you send unsolicited creative suggestions, ideas, concepts, etc. (collectively, "the Submissions"), the Submissions shall be deemed, and shall remain, the property of EMI CMG Distribution. None of the Submissions shall be subject to any obligation of confidence on the part of EMI CMG Distribution, and EMI CMG Distribution shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, EMI CMG Distribution shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature throughout the universe and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions.

If this Agreement accurately represents our understanding and agreement, please fax or mail a signed contract for each person needing permission to Partner Plus or Partner Plus Advanced Levels.

## EMI CMG Distribution Partner Plus User Agreement

*\*Please note an agreement is needed for each user.*

By completing the following form you are agreeing to terms set in the EMICMGDISTRIBUTION.COM PARTNER PLUS USER AGREEMENT. A contract is needed for each person wishing to upgrade to Partner Plus or Partner Plus Advanced Levels.

Online registration must be completed for Partner Membership before an upgrade can be made to Partner Plus or Partner Plus Advance. Please make sure you complete the online registration at [www.emicmgdistrubtion.com](http://www.emicmgdistrubtion.com) before submitting this agreement.

Name: \_\_\_\_\_

Store Name: \_\_\_\_\_ Position \_\_\_\_\_

Store Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Account # \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**THE FOLLOWING SECTION SHOULD BE COMPLETED BY STORE OWNER OR STORE MANAGER. I HEREBY REQUEST THAT THE ABOVE REFERENCED PERSON BE PROVIDED ACCESS TO THE FOLLOWING SECTIONS FOR OUR STORE THROUGH THE EMI CMG DISTRIBUTION WEBSITE AS REFERENCED IN THIS AGREEMENT:**

Choose Level:

\_\_\_\_\_ **Partner Plus** (New Release Product Information, Policy and Procedures, Updates and Alerts, Invoice Copies, Order Status Place an Order, Stock Check, Return Request, and ONdeal sections.)

\_\_\_\_\_ **Partner Plus Advanced** (New Release Product Information, Policy and Procedures, Updates and Alerts, Invoice Copies, Order Status, Place an Order, Stock Check, Return Request, ONdeal **and Account Status** sections.)

Owner or Store manager's Name: \_\_\_\_\_ Position: \_\_\_\_\_

Store Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please fax or mail the completed and signed form to:

**FAX TO: 615-371-6555; ATTN: EMI CMG DISTRIBUTION WEBMASTER**

**MAILING TO: ATTN: EMI CMG DISTRIBUTION WEBMASTER  
EMI CMG DISTRIBUTION  
101 WINNERS CIRCLE  
EMI CMG Distribution Partner Plus User Agreement  
\*Please note an agreement is needed for each user.**