

READ THIS TERMS OF USE AGREEMENT BEFORE ACCESSING THIS WEBSITE.

This Terms of Use Agreement was last modified on Jan 1, 2010

ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS

This Terms of Use Agreement (“Agreement”) sets forth the terms and conditions for use of this Website Service (“Website”) provided by The Atari Music Network (“AMN”) located at www.AtariMusic.net. By using this Website you (the “User”) agree to the following terms and conditions. Additionally, by requesting and receiving an account with a user name and password to access the Social Network Area of this Website, you (the “Registered Member”) agree to the following terms and conditions including the additional terms and conditions specified for Registered Members below. If you do not agree to any of the following terms and conditions in this Agreement, you must cease all usage of this Website immediately. AMN reserves the right, at any time, to modify the terms and conditions of this Agreement without prior notice. Each time this Agreement is modified, the date of modification will be reflected at the top of Agreement. You are encouraged to periodically review this Agreement to stay up-to-date with any modifications that may occur. Modifications shall become effective immediately upon being posted on this Website. Your continued use of this Website after this Agreement is modified constitutes an acknowledgment and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be modified by anyone other than this Website's owner.

INTERNET ACCESS TO WEBSITE

You must provide (1) all equipment necessary for your Internet connection, including computer and modem and (2) provide for your access to the Internet, and (3) pay any fees that relate with such equipment and access.

DISCLAIMER OF WARRANTIES

AMN provides this Website on an “as is” and on an “as available” basis. To the fullest extent permitted by applicable law, AMN makes no representations or warranties of any kind, express or implied, regarding the use or the results of this Website in terms of its correctness, accuracy, reliability, or otherwise. AMN shall have no liability for any interruptions in the use of this Website. AMN disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, therefore the above-referenced exclusion is inapplicable.

LIMITATION OF LIABILITY

AMN SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR THE AMN SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THIS WEBSITE OR THE INFORMATION CONTAINED IN IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF AMN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS ARE INAPPLICABLE.

INDEMNIFICATION

You agree to indemnify and hold AMN, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of your use of this Website, the violation of this Agreement, or infringement by you, or other User or Registered Member of this Website using your computer, of any intellectual property or any other right of any person or entity.

USE OF SOCIAL NETWORK AREA FOR REGISTERED MEMBER'S

The Social Network Area is a separate area on the Website running the PHPBB3 forum platform. As a Registered Member, you are entirely responsible for any and all activities which occur under your account whether authorized or not authorized. You agree to notify AMN of any unauthorized use of your account or any other breach of security known or suspected by you. You also agree not to sell your Registered Member account or make any commercial use of this Website without the express written consent of AMN.

As a Registered Member with access the Social Network Area, you are entitled to create a Group. A Group may be used to promote an Atari related product, interest, and/or project. You may only administer a Group if you are an authorized representative of the subject of the Group or if there is no known authorized representative and you are committed to provide the necessary knowledge, time, and dedication to moderate and contribute to your Group frequently. If in AMN's sole and careful discretion determines you are not committed, competent, or able to maintain your group for any reason, AMN reserves the right, but not the obligation, to delete, transfer, or take full control of your Group without any liability for damages caused directly or indirectly. Similarly, if an authorized representative can provide AMN with a legal claim of right to the subject of your group, AMN reserves the right to transfer full control of your group without your prior knowledge to that representative.

A Group can only contain content and information that is seen by all Registered Members in the Social Network Area. When you publish content or information to your Group, AMN has no obligation to distribute your content or information to other Registered Members or Users outside the Social Network Area.

If you collect other Registered Member's information on your Group, you must post your own terms of use agreement and privacy statement in a prominent area of your Group. Additionally, your terms of use agreement and privacy statement can not contradict this Agreement or related Privacy Statement.

If available, you may use application widgets from the Social Network Area to promote any aspect of AMN, your Group, or membership. By placing widgets on an external website, you agree to allow others to copy and place that widget elsewhere at your own risk. You may not place widgets on external websites that violate this Agreement.

You will not place any form of advertising in the Social Network Area without AMN's written consent (although open-source and non-profit Atari products and services are permissible). AMN reserves the right, but not the obligation, to delete or restrict any Registered Member's account who violates any of these terms.

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PRIVACY IN SOCIAL NETWORK AREA FOR REGISTERED MEMBER'S

When you, the Registered Member, publish content or information in AMN's Social Network Area, it means that both Registered Members and everyone outside of this Website will have access to that information and AMN may not have control over what they do with it.

If available, when you add an application in the Social Network Area, your content and information is shared with that application. Your agreement with that application will control how it uses the content and information you share. Any application that connects with another online service may share your information with that service and you are therefore governed by both that service's terms of use agreement and/or privacy statement as well this Agreement and related Privacy Statement in so far as that they do not conflict.

Please read AMN's Privacy Statement to make important disclosures about how you can use AMN to share with others and how AtariMusicn.net collects and can use your content and information.

UNLAWFUL AND MALICIOUS USE OF THE SOCIAL NETWORK AREA FOR REGISTERED MEMBER'S

You will not use the Social Network Area to do anything unlawful, misleading, malicious, or discriminatory. Similarly, you will not coordinate or encourage any violations of this Agreement or related Privacy Statement.

You will not access or attempt to register an account in the Social Network Area if you are under the age of 13 or a convicted sex offender.

You will not bully, intimidate, or harass any other Registered Member. You will not post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.

You will keep your contact information accurate and up-to-date. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account. You will not solicit login information or access an account belonging to someone else. You will not transfer your account to anyone without first getting AMN's written permission. If you select a username for your account that is inappropriate, offensive, or a copyright infringement claimed by it's trademark owner, AMN reserves the right, but not the obligation, to remove, reclaim, or transfer it.

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You will not offer any contest, giveaway, sweepstakes, or promotion in the Social Network Area without AMN's written permission. If AMN consents, you take full responsibility for the promotion and agree to follow all applicable State, Federal, and International laws. You will not engage in unlawful multi-level marketing, such as a pyramid scheme nor will you send or otherwise post any form of spam in the Social Network Area.

PROTECTING OTHERS RIGHTS IN THE SOCIAL NETWORK AREA FOR REGISTERED MEMBERS

You agree not to post content or take any action in the Social Network Area that infringes or violates other people's rights or otherwise violates the law. AMN reserves the right, but not the obligation, to remove any content or information you post in the Social Network Area if AMN believes that it violates this Statement.

If AMN removes your content for infringing someone else's copyright, and you believe AMN removed it by mistake, AMN will provide you with an opportunity to appeal (see the section entitled "NOTIFICATION OF CLAIMED COPYRIGHT INFRINGEMENT"). If you repeatedly infringe other people's intellectual property rights, AMN reserves the right, but not the obligation, to disable your account when appropriate.

If you collect information from other Registered Members, you agree to obtain their consent, make it clear you (and not AMN) are the one collecting their information, and post a privacy statement explaining what information you collect and how you will use it. You will not post anyone's personal identification, documents, or sensitive financial information on AMN.

INTELLECTUAL PROPERTY RIGHTS SUB-LICENSE FOR CONTENT POSTED IN THE SOCIAL NETWORK AREA FOR REGISTERED MEMBERS

You agree that by posting content that is covered by intellectual property rights in the Social Network Area, like photos and videos ("IP content"), you are giving AMN the following permission, subject to your privacy and application settings: you grant AMN a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post

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on or in connection with AMN ("IP License"). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.

When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).

MALICIOUS ACTIVITY ON WEBSITE

You are forbidden to collect other Registered Members' content or information from this Website or its Social Network Area. You will not use malicious code such as harvesting bots, spiders, or scrapers nor will you attempt to upload viruses or other malicious code to any area of this Website. You will not do anything that could disable, overburden, or impair the proper working of this Website such as a denial of service attack.

AMN reserves the right to terminate any account and block any IP address involved with any malicious code or activity.

MODIFICATIONS AND INTERRUPTION TO THIS WEBSITE

AMN reserves the right to modify or discontinue this Website without notice and/or liability to the User, Registered Member, or any third party. You acknowledge and accept that AMN does not guarantee continuous, uninterrupted or secure access to this Website and operation of this Website may be interfered with or adversely affected by numerous factors or circumstances outside of its control.

THIRD-PARTY WEBSITES

This Website may include links to other websites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that AMN is not responsible for the availability of, or the content located on or through, any third-party website. You should contact the website's administrator or webmaster for those third-party websites if you have any concerns regarding such links or the content located on such websites. Your use of those third-party websites is subject to the terms of use terms of use and privacy policies of each website. AMN is not responsible for the terms and conditions of any third party website and therefore encourages all Users and Registered Members to review the privacy policies of said websites.

ACCURACY OF VENDOR INFORMATION

Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While AMN makes every effort to ensure that the information on this Website is accurate, AMN makes no representations or warranties as to the accuracy or reliability of any information provided on this Website.

AMN makes no warranties or representations whatsoever with regard to any product provided or offered by any Vendor, and you acknowledge that any reliance on representations and warranties provided by any Vendor shall be at your own risk.

COMPLIANCE WITH LAWS

You assume all knowledge of applicable laws and are responsible for compliance with any such laws. You may not use this Website in any way that violates applicable state, federal, or international laws, regulations or other government requirements. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable state, federal, or international law or regulation.

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If you reside outside the United States, you consent to having your personal data transferred to and processed in the United States. Furthermore, if you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on AMN (such as advertising or payments).

GOVERNING JURISDICTION OF THE COURTS OF NORTH CAROLINA

AMN is operated and provided in the State of North Carolina, USA. As such, it is subject to the laws of the State of North Carolina, and such laws will govern this Agreement, without giving effect to any choice of law rules. AMN makes no representation that this Website is appropriate, legal or available for use in other locations. Accordingly, if you choose to access AMN, you agree to do so subject to the internal laws of the State of North Carolina.

COPYRIGHT AND TRADEMARK INFORMATION

All content included or available on this Website, including Website design, text, graphics, interfaces, and the selection and arrangements thereof is ©2010 The Atari Music Network, with all rights reserved, or is the property of AMN and/or third parties protected by intellectual property rights.

Any use of materials on this Website, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized administrator of AMN is strictly prohibited. You agree not use any robot, spider, or other automatic device, or manual process to monitor or copy any content from this Website without prior written permission of an authorized administrator of AMN.

The Atari Music Network™ and its internet domain name AtariMusic.net™ are proprietary marks of The Atari Music Network (AMN). AMN's trademarks may not be used in connection with any product or service that is not provided by AMN, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits AMN.

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All other trademarks displayed on this Website are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those Vendors. In addition, such use of trademarks or links to the websites of Vendors is not intended to imply, directly or indirectly, that those Vendors endorse or have any affiliation with AMN

NOTIFICATION OF CLAIMED COPYRIGHT INFRINGEMENT

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, AMN designates this Website's administrator as its agent for receipt of notifications of claimed copyright infringement.

By Email (recommended for fastest response): webmaster@atarimusic.net

AMN will use commercially reasonable efforts to promptly respond and resolve any problem or question.

OTHER TERMS

If any provision of this Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent of the law. If AMN fails to enforce any of this Agreement, it will not be considered a waiver. You agree that this Agreement and any other agreements referenced herein may be assigned by AMN, in its sole discretion, to a third party in the event of a merger or acquisition. This Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between AMN in relation to your participation as a User or Registered Member. You agree that by accepting this Agreement, you are consenting to the use and disclosure of your personally identifiable information and other practices described in AMN's Privacy Statement.