

TERMS OF SERVICE

By checking to box or other indicator of acceptance presented with these terms of service (these “**ToS**”) or by using the Service (as defined below), you consent to be bound by these ToS. This Agreement is between you and PlayNetwork, Inc. (“**PN**”) concerning your use of (including any access to) the on-hold music services (including any content updates thereto) in connection with the Cisco Webex video conference system (the “**Service**”) that shall be made available to the designated Customer site(s) or seat(s) (a “**Customer Location**”). BY USING THE SERVICE ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (“**CUSTOMER**”), YOU ARE AGREEING TO THESE ToS ON BEHALF OF YOURSELF AND SUCH CUSTOMER, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH CUSTOMER TO THESE ToS.

- 1. Term.** These ToS shall commence as of the date hereof and terminate as of the end of the 12th month from such date and thereafter shall renew on a monthly basis unless either party provides at least 30 days written notice of termination, which shall be effective as of the end of the monthly period following the notice period (the “**Term**”).
- 2. Customer’s Obligations.** Customer shall be responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use the Service, including a subscription to the Webex video conference systems. Customer will be charged, and agrees to pay, a monthly subscription fee in order to access the Service as set forth in registration form (the “**Service Fees**”), which shall be due and payable 30 days from the date of the invoice. Customer is solely responsible for payment of any applicable taxes (including sales, use and property taxes) resulting from the provision of the Service, other than taxes based on the overall gross or net income of PN.
- 3. Licensing; Intellectual Property.** Subject to the terms and conditions of these ToS, including with respect to Customer’s use of the Service, and Customer’s compliance with each of its obligations hereunder, as between PN and Customer, PN shall be responsible for the payment of any royalties required to be paid in the jurisdiction in which the Customer Location is located to performers or artists or their representatives in connection with its use of the Service in accordance with the terms of these ToS at Customer Locations. PN and/or its licensors owns all right, title and interest in and to the works that are included in the Service. Customer further acknowledges that, as between PN and Customer, PN owns all right, title and interest in the programming of the song selections (e.g., “compilations” or “playlists”), made available through or in connection with the Service (“**Playlists**”), including any such Playlists compiled by, on behalf of or with input from Customer, and that the copyrights in such Playlists are owned exclusively by PN and/or one or more of its licensors. PN shall make available three (3) Playlists of up to 25 songs that will be updated quarterly.
- 4. Confidential Information.** Customer shall hold in strict confidence all proprietary or confidential information of PN or relating to the Service, including the terms and conditions of these ToS (collectively, “**Confidential Information**”). Notwithstanding the foregoing, “Confidential Information” shall not include information that Customer can document is generally available to the public (other than through breach of these ToS or a third party legal obligation) or was already lawfully in Customer’s possession at the time of receipt of such information from PN. In addition, Customer may disclose Confidential Information if Customer is advised by its counsel that such disclosure must be made by Customer in order that Customer not commit a violation of any applicable law or regulation, provided that Customer has promptly notified PN of such requirement or court order, has used its best efforts to limit such disclosure and to obtain confidential treatment or a protective order for such Confidential Information, and has allowed PN to participate in any related proceeding(s). Customer’s submission of information through the Service is governed by PN’s Privacy Policy, located at <https://www.playnetwork.com/privacy-policy/>.
- 5. Disclaimer; Limitation of Liability.** EXCEPTS AS EXPRESSLY SET FORTH HEREIN, COMPANY EXPRESSLY DISCLAIMS AND EXCLUDE ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT. IN NO EVENT SHALL COMPANY’S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED FEES PAID OR PAYABLE BY CUSTOMER HEREUNDER.
- 6. Default; Remedy; Effect of Termination.** Either party may terminate these ToS if the other party materially breaches its obligations hereunder and the breaching party fails to cure such breach within thirty (30) days of written notice of such breach. Upon termination or expiration of these ToS, Customer shall immediately cease all use of PN’s Confidential Information, and shall delete and/or return all such items to PN and Customer shall immediately cease accessing the Service.
- 7. General Terms.** These ToS constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements or understandings (whether oral or written) relating to the subject matter hereof. No amendment or modification or waiver of any term of these ToS shall be binding unless in writing and duly executed by both parties. Neither party shall assign or transfer (by operation of law or otherwise) any of its rights hereunder without the prior written consent of the other party, other than in connection with a sale of all or all or substantially all of a party’s assets, stock or business. Sections 3-5 shall survive the expiration or termination of these ToS
- 8. Governing Law; Venue.** The terms of these ToS are governed by the laws of the State of New York, U.S.A and any action arising out of these ToS shall be brought in the state or federal courts located in the County of New York and the parties irrevocably submit to the exclusive jurisdiction of any such court.