

VID MUSIC PRODUCTIONS

LEGAL NOTICE

I.- Users;

By accessing and/or using the portal you become a user, thus accepting, from that very moment, absolutely and with no reserves these General Conditions as well as the Particular Conditions which, that being the case, complement, modify or substitute the General Conditions with regard to certain services and contents of the portal.

II.- Use of website, services and content;

The user commits to use the portal and its services and contents without infringing the law in force, the good faith, the custom and usage and the public order. Moreover, it is forbidden to use the portal for purposes illegal or harmful against VID MUSIC PRODUCTIONS or any third party, or purposes which, in any way, could cause prejudice or prevent the normal functioning of the site.

Regarding the content (information, texts, image and/or sound files, pictures, design, etc..) it is strictly prohibited to: Reproduce, distribute and alter contents without express consent from the legal owner or legislation. Violate the copyright of VID MUSIC PRODUCTIONS or that of its owners. Use contents for commercial or advertising ends other than those legally permitted.

Any attempt to obtain the portal contents by any means different of those put at the user disposal, as well as those regularly used on the web, provided that they do not cause any harm to VID MUSIC PRODUCTIONS portal.

III.- Users responsibility for damages;

The use of the portal is the sole responsibility of the user. Such responsibility shall be extended to the use, on the part of the user or any third party, of any passwords or similar codes assigned for accessing the portal or any of its services.

Notwithstanding the above, VID MUSIC PRODUCTIONS reserves the right to refuse at any moment and without the need for prior notice, access to the portal, to those users who do not comply with these general conditions or the particular conditions applicable in each case.

IV.- Unilateral modification;

VID MUSIC PRODUCTIONS may modify, unilaterally and without prior notice, whenever it considers it to be appropriate, the structure and design of the web site, as well as modify or remove the services, contents and the conditions of access and/or use of the Web site.

V.- Hyperlinks;

V.I.

The persons or entities who intend to create hyperlinks from a web page from another internet portal to any of the pages of the VID MUSIC PRODUCTIONS portal or have already done so will be subject to the following conditions: Total or partial reproduction of services or content offered at VID MUSIC PRODUCTIONS.com is strictly prohibited. Deep-links, IMG or image links and frames to VID MUSIC PRODUCTIONS.com or any of its pages is prohibited, except with expressed authorization of VID MUSIC PRODUCTIONS.

No false, inaccurate or incorrect statement will be entered on the web pages of the VID MUSIC PRODUCTIONS portal, nor on the services and contents contained within. Except those signs which form a part of the "hyperlink", the web page in which it is established will not contain any brands, trade mark, business sign, denomination, logo, slogan or any other distinctive signs belonging to VID MUSIC PRODUCTIONS, except with expressed authorization.

The establishing of the "hyperlink" will not imply the existence of any relation between VID MUSIC PRODUCTIONS and the title holder of the web page or portal from which such action is carried out, nor the knowledge and acceptance of the services and contents offered in aforementioned portal. Under no circumstances will VID MUSIC PRODUCTIONS be liable for any content or service put at the disposal of the public in the web page from which the hyperlink is carried out, nor for the information and statements included therein. Any "hyperlink" to the VID MUSIC PRODUCTIONS portal will be carried out to the main

page or the main pages of the sections which it contains.

V.II

The VID MUSIC PRODUCTIONS portal could put connections to other Web sites which are managed and controlled by third parties at the disposal of users. These links have the sole function of making searching for information, contents and services in Internet easier for users, without it being considered as suggestion, recommendation or invitation to visit them under any circumstances. VID MUSIC PRODUCTIONS does not commercialize, nor does it run, control previously, nor claim as its own the contents, services, information and statements which are available in the aforementioned Web sites.

VID MUSIC PRODUCTIONS does not assume any kind of responsibility, either indirectly or secondary, for damages or detriment of all kinds which may arise from the access, maintenance, use, quality, legality, reliability and usefulness of the contents, information, communications, opinions, statements, existing products and services or those offered in the Web sites which are not managed by VID MUSIC PRODUCTIONS and which may be accessed by means of the VID MUSIC PRODUCTIONS portal.

VI.- Protection of data of a personal nature;

VI.1.- Privacy Policy

VID MUSIC PRODUCTIONS and/or the societies belonging or linked to the VID MUSIC PRODUCTIONS Group gather personal data and information about Users by means of diverse application forms throughout the Portal which are to be stored and/or used in relation to the aforementioned User. The data provided by the Users will be incorporated into an automated file whose ownership belongs to the corresponding society (from here on, the "Responsible for the File").

In each of these application forms in which data of a personal nature is gathered, the User will receive from the Responsible for the File detailed information regarding the treatment, its aim, the use of the data, the obligatory or optional nature of its treatment, the consequences of a refusal to provide them and, in general, all the mentions required by legislation applicable to the protection of data of a personal nature, which, in any case, will have to be expressly authorized by the User.

The Responsible for the File is committed to treating the data of a personal nature provided by Users in accordance with that established in the applicable regulations and, in particular:

- To treat all data of a personal nature to which he/she may have access as a result of browsing in the Portal with utmost confidentiality. However, the Responsible for the File will be able to reveal the data of a personal nature and any other information about the User when it is required by public authorities on exercising the duties which are legitimately attributed and in accordance with the regulations which may be applicable.
- To adopt the technical and organizational measures necessary in order to avoid the alteration, loss or unauthorized treatment or access to the aforementioned data. Without detriment to this, owing to the current security conditions in the Internet, the Responsible for the File cannot guarantee the illicit use of the information about Users by third parties. As a consequence, neither VID MUSIC PRODUCTIONS nor the Responsible for the File guarantee or assume any responsibility for damages, of any nature, which may arise from the alteration, loss, treatment, unauthorized access or illicit use of the Information about Users by third parties.

Users commit themselves to maintaining the data provided to the Responsible for the File duly updated. Users will be responsible for damages which VID MUSIC PRODUCTIONS, the societies belonging or linked to the VID MUSIC PRODUCTIONS Group and/or third parties may suffer owing to a lack of veracity, exactness, validity and authenticity of the data provided.

VI.2.- Registration of Users of the Portal

The contracting of, access to and use of determined services and applications which are offered in the Portal require prior registration by the user by means of the General Registration form.

The data provided by Users in the aforementioned form will be incorporated into an automated file belonging to Vid Music Productions, C/ Albarracín, 5-36, 28660, Boadilla del Monte, Madrid, Spain, whose treatment will be subject to the Ley Orgánica 15/1999, of the 13th of December, regarding the protection of data of a personal nature, and its development regulations.

The user name and password chosen by the User in the registration process are personal and non-

transferable. Therefore, the User commits him/herself to diligently guard his/her User Name and Password, adopting the necessary measures to avoid their loss, theft, divulging to third parties or unauthorized use. Likewise, the User commits him/herself to making an appropriate and diligent use of his/her User Name and Password, being the sole responsible for their illegal use or that which is contrary to the present General Conditions and the Personal Conditions which in each case may be applicable.

VII.- Use of "Cookie" technology;

Description:

Cookies are a tool used by web servers in order to store and recover information regarding to its visitors. A cookie is no more than a text file which some servers ask our browser to write in our hard disk, with information about what we have been doing in these pages.

They have an expiry date, which may vary from the time the session lasts until a specific time in the future, from which point they stop being operational.

For more information, visit the website of the Department of Treatment of Information and Encoding which is dependent on the Superior Council for Scientific Research in Spain

Cookies used in the VID MUSIC PRODUCTIONS.com Portal:

VID MUSIC PRODUCTIONS could use cookies in order to make browsing through its Portal easier and in order to achieve greater efficiency and personalization of the services offered to its Users.

The cookies used in VID MUSIC PRODUCTIONS.com are only associated to an anonymous User and his/her computer, they do not provide references which may allow the Users name and surname(s) to be deduced and cannot read data from their computer's hard disk or include viruses in their texts. Likewise, VID MUSIC PRODUCTIONS.com cannot read the cookies implanted in the hard disk of the User's computer from other servers. The cookies used in VID MUSIC PRODUCTIONS.com are divided into two types: Session Cookies and Permanent Cookies:

Session Cookies: These are not stored in the user's computer; they disappear when the session is ended.

Permanent Cookies: These have an expiry date at a future date. They are stored in the User's computer after ending the session.

Users are free to decide with regard to the implementation of the cookies used in VID MUSIC PRODUCTIONS.com in their computers' hard disk or not. Therefore, users can configure their browser in order to accept or refuse all cookies by default or to receive a on-screen warning of the receipt of each cookie and then decide whether to accept it or not. For this reason, we suggest you consult the help section of your browser in order to find out how to change the configuration which you are currently using.

Even when Users configure their browsers in order to refuse all cookies or have expressly refused the cookies from VID MUSIC PRODUCTIONS.com, they will be able to browse through the Portal with the only drawback of not being able to enjoy the functions of the Portal which need the installation of some of the cookies, the functions indicated in Session Cookies to be precise.

In any case, Users can delete the VID MUSIC PRODUCTIONS.com cookies which have been implemented in the hard disk at any time, following the procedure established in the help section of their browsers.

VIII.- Disclaimer;

VID MUSIC PRODUCTIONS does not give any guarantees **nor is it responsible**, at any case, for damages of any nature which may arise resulting from:

The lack of availability, maintenance and effective functioning of the website and/or its services and content. The lack of usefulness, appropriateness or validity of the website and/or its services and content in order to satisfy the needs, specific activities or results or expectations of the users. The presence of viruses or malicious or harmful software programs in its content. The receipt, securing, storage, diffusion or transmission of its content by users. The illicit, negligent, fraudulent use of the portal, its services and contents by the user, which are contrary to these General Conditions, good faith, the generally accepted uses or public order. The lack of legality, quality, reliability, utility and availability of the services provided by any third party made available to users in the website.

The non-fulfilment by any third party of its commitment and obligations relating to the services provided to users via the website. The opinions of Users in the forums, chat and the messages of opinion which are facilitated in the different areas of the VID MUSIC PRODUCTIONS.com portal.

IX.- Duration;

The duration of the providing of services of the Website and the services offered to users is of an indefinite nature. Notwithstanding the above, VID MUSIC PRODUCTIONS reserves the right to interrupt, suspend or finish providing the Web service or any of its services rendered, in the same terms laid out in section four.

X.- Copyright;

For the purpose of preserving the possible copyright, should any user or third party consider his/her legal rights have been violated due to the introduction of a certain type of content in the portal, he/she must give notice of such circumstance to VID MUSIC PRODUCTIONS indicating: Personal data of the person whose rights have purportedly been infringed. Should the action be taken by any third person different to the interested party, he/she must indicate in which capacity he/she is acting.

Definition of the contents protected by copyright regulations and their location in the website. Documentation of the aforementioned copyright. Express consent in which the interested party takes responsibility for the veracity of the information in the notice. The VID MUSIC PRODUCTIONS brand and their corresponding graphic brand are all registered trade marks and their reproduction and use is forbidden without the express authorisation from the holder.

The legitimacy of the intellectual or industrial copyright corresponding to contents provided by any third party is of their own exclusive responsibility.

XI.- Applicable legislation and Jurisdiction;

The present General Conditions will be regulated by **Spanish legislation**.

VID MUSIC PRODUCTIONS and the user, expressly waiving any other jurisdiction which could apply, submit themselves to the jurisdiction of the courts and courts of law corresponding to the address of the user for any questions which may arise or actions taken which derive from the providing of the website service and from its services and contents and regarding the interpretation, application, fulfilment or breach of what is laid out in these conditions. Should the user reside outside Spain, VID MUSIC PRODUCTIONS and the user, expressly waiving any other jurisdiction which may apply, submit themselves to the jurisdiction of the courts and courts of law of Madrid.