

AVIATOR'S MUSIC INC. WEBSITE TERMS AND CONDITIONS

Welcome to aviatorsmusic.com and aviatorsmusic.ca (collectively, the "Site"). Our services are provided to you subject to the following website terms and conditions (the "Site Terms" or the "Agreement").

1. Acceptance of Site Terms

PLEASE CAREFULLY READ ALL OF THE FOLLOWING SITE TERMS BEFORE USING THIS WEBSITE OR DOWNLOADING ANY MATERIAL FROM THIS SITE. THE SITE TERMS CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND AVIATOR'S MUSIC INC. ("Aviator's Music"). BY ACCESSING OR USING THIS SITE, YOU AGREE TO BE LEGALLY BOUND BY THE SITE TERMS, ALL APPLICABLE LAWS AND REGULATIONS, AND ALL POLICIES, GUIDELINES OR RULES INCORPORATED BY REFERENCE INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE SITE TERMS, DO NOT USE THIS SITE.

Aviator's Music reserves the right to update or revise any of the terms and conditions contained in the Site Terms at its discretion and without notice. You are responsible for checking the Site Terms periodically for changes. You can review the most current version of the Site Terms at any time at:

http://www.aviatorsmusic.com/terms_of_use.htm. If you continue to use this Site following the posting of any changes to the Site Terms, you agree to be bound by these changes.

In addition, when using particular Aviator's Music services, you and Aviator's Music shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the Site Terms.

2. Ownership

This Site is owned, controlled and operated by Aviator's Music. All material on this Site, including, but not limited to images, text, illustrations, photographic images, web pages, trade-marks, logos and trade names, audio clips and video clips, (collectively the "Content"), including the manner in which the Content is presented or appears and all information relating thereto is protected by copyrights, moral rights, and other laws relating to property rights which are owned and controlled by Aviator's Music or its owner, Douglas A. Blackmore, and used with permission by Aviator's Music. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify us immediately.

aviatorsmusic.com, aviatorsmusic.ca and other Aviator's Music trade-marks, logos and service marks (collectively the "trade-marks") used in this Site are the property of Aviator's Music or its respective owners. All other company names, brand names and logos used on aviatorsmusic.com and aviatorsmusic.ca are the trademarks of their respective owners. Nothing in this Site should be construed as granting by implication or otherwise, a license or right to use of aviatorsmusic.com and aviatorsmusic.ca in any manner, or any of the trade-marks in the Site without the express written permission from Aviator's Music or its respective owner.

3. Use of the Site

Except as explicitly permitted under a separate license agreement with Aviator's Music, you agree not to reproduce, republish or redistribute any Content, including, but not limited to, create derivative works of, reverse engineer, decompile, disassemble, caching, framing, adapt, translate, transmit, arrange, modify, bundle, sell, sub-license, export, merge, transfer, adapt, assign, share, make available to any person or otherwise use, either directly or indirectly, the Content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise, or registering, subscribing, unsubscribing, or attempting to register, subscribe, or unsubscribe any party for any Aviator's Music product or service if you are not expressly authorized by such party to do so. All related rights to the Content shall remain the exclusive property of Douglas A. Blackmore, Aviator's Music and/or its licensors and/or Content providers unless otherwise expressly agreed. You shall not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of Aviator's Music or its licensors or allow any third-party to

access the Content. The restrictions set out in this Agreement apply in all cases except to the limited extent the restrictions are prohibited by applicable law.

As a condition of using this Site, you represent and warrant that you will: (a) comply with all applicable laws and regulations, including, without limitation, those relating to the Internet, data, e-mail, privacy, and the transmission of technical data exported from Canada or the country in which you reside; (b) provide true, accurate, current and complete information about yourself and your company whenever submitting such information to the Site ; (c) if keeping any registration or account with Aviator's Music, maintain and promptly update the information to keep it true, accurate, current and complete; (d) refrain from using the Site for any purpose that is unlawful or prohibited under the Agreement and (e) refrain from obtaining or attempting to obtain any materials Content or information through any means not intentionally made available or provided by the Site.

If you provide any information that is untrue, inaccurate, not current or incomplete, or Aviator's Music has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Aviator's Music has the right to suspend or terminate your access and refuse any and all current or future use of the Site. Upon completion of any registration you may receive a registrant designation, along with its associated User ID and Password. You are responsible for maintaining the confidentiality of your User ID and Password, and you are fully responsible for all activities that occur under your account. You agree to immediately notify Aviator's Music any unauthorized use of your account or any other breach of security and to ensure that you exit from your account at the end of each session. Aviator's Music cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

Third-party web sites may contain a text link to the top page index of this web site (either <http://www.aviatorsmusic.com/index.htm> or <http://www.aviatorsmusic.ca/index.htm>), provided that such link is identified as "Aviator's Music Inc." and does not use any other name or trade-mark of Aviator's Music. Links to any other content of Aviator's Music websites are prohibited.

4. Privacy Policy

Registration Data and certain other information about you are subject to our Privacy Policy. For more information, see our full privacy policy at: http://www.aviatorsmusic.com/privacy_policy.htm.

5. Indemnity

You agree to indemnify and hold Aviator's Music, and its owner, subsidiaries, affiliates, officers, agents, co-branders or other partners, employees, third party information providers and independent contractors harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Site, your use of the Site, your connection to the Site, your violation or alleged breach of the Site Terms or any representation or warranty contained herein, your unauthorized use of the Content, or your violation of any rights of another.

6. DISCLAIMER

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AVIATOR'S MUSIC EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. AVIATOR'S MUSIC MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS THAT: (i) THE SITE OR RESULTS DERIVED FROM THE SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS (ii) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE CONTENT, INFORMATION, PRODUCTS OR SERVICES OBTAINED BY YOU THROUGH THE SITE WILL BE ACCURATE, RELIABLE, UP-TO-DATE, COMPLETE, UNTAMPERED OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (iv)

THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, AND (V) ANY DEFECTS OR ERRORS WILL BE CORRECTED.

c. ANY CONTENT, MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT, MATERIAL OR DATA.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AVIATOR'S MUSIC OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE SITE TERMS.

7. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT AVIATOR'S MUSIC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF AVIATOR'S MUSIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (v) ANY OTHER MATTER RELATING TO THE SITE.

8. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 6 AND 7 MAY NOT APPLY TO YOU.

9. Termination

You agree that Aviator's Music reserves the right, without notice and in its sole discretion, to terminate your access (or any part thereof) or block your use of the Site, and remove and discard any Content within the Site, for any reason, including, without limitation, for lack of use or if Aviator's Music believes that you have violated or acted inconsistently with the letter or spirit of the Site Terms. Any such termination by the Company shall be in addition to and without prejudice to such rights and remedies as may be available to the Company, including injunction and other equitable remedies. The disclaimers, limitations on liability, ownership, termination, interpretation, your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement. Further, you agree that Aviator's Music shall not be liable to you or any third-party for any termination of your access to the Site.

10. Third Party Content

This Site contains links to other third party services and resources for informational purposes only. Aviator's Music is not responsible for such third party services and resources, nor does Aviator's Music approve or endorse such third parties or their service or resources. You further acknowledge and agree that Aviator's Music shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource, and that you access such third-party websites at your own risk.

11. General

The Site Terms constitute the entire agreement between you and Aviator's Music and govern your use of the Site, superseding any prior agreements between you and Aviator's Music. You also may be subject to additional terms and conditions that may apply when you use affiliate services or third-party content.

You and Aviator's Music expressly exclude the application of the *United Nations Convention on Contracts for the International Sale of Goods* and the *International Sale of Goods Act (Ontario)*, as amended, replaced or re-enacted from time to time. The Site and the Content are not to be construed as any form of recommendation, promotion, endorsement, or an offer to sell any product or service, by or to enter any transaction with Aviator's Music.

This Agreement and the application or interpretation of it shall be governed exclusively by the laws of the Province of Ontario and the federal laws of Canada applicable thereto. You and Aviator's Music agree to submit to the personal and exclusive jurisdiction of the courts located within the province of Ontario, Canada. The failure to exercise or enforce any right or provision of the Site Terms shall not constitute a waiver of such right or provision. If any provision of the Site Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Site Terms shall remain in full force and effect. Any rights not expressly granted herein are reserved.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use shall be resolved by binding arbitration held in Toronto, Ontario and before a single arbitrator, who is independent of the parties, legally trained and experienced in the field of information technology, in accordance with the *Arbitration Act*, 1991, S.O. 1991, c. 17.

12. Questions and Contact Information

Questions or comments about the Site or Site Terms may be directed to Aviator's Music at admin@aviatorsmusic.com.

© 2007 Aviator's Music Inc. All rights reserved.