

Hip Digital Media Website Use Agreement

This version in effect since July 19, 2011



THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE HIP DIGITAL DOWNLOAD SERVICE, WHICH MAY INCLUDE MUSIC, FACEBOOK CREDITS, eBooks, PERSONAL COMPUTER GAMES, APPS AND VARIOUS OTHER DIGITAL CONTENT. THIS AGREEMENT EXEMPTS HIP DIGITAL MEDIA INC. AND OTHER PERSONS FROM LIABILITY, AND CONTAINS IMPORTANT PROVISIONS THAT YOU SHOULD READ. BY SELECTING THE “I AGREE” BUTTON OR BY ACCESSING OR BY USING THE SERVICE, AS DEFINED BELOW, YOU ACKNOWLEDGE AND SIGNIFY THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO (OR CANNOT COMPLY WITH) THIS AGREEMENT, WITHOUT LIMITATION OR QUALIFICATION, YOU MAY NOT ACCESS OR USE THE DOWNLOAD SERVICE. HIP DIGITAL MEDIA INC. WARRANTS AND REPRESENTS THAT ITS INCLUSION OF ANY APPLICABLE DIGITAL CONTENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE LICENSEE OF SUCH DIGITAL CONTENT AND THAT HIP DIGITAL MEDIA INC. IS USING SUCH DIGITAL CONTENT IN ACCORDANCE WITH THOSE APPLICABLE TERMS AND CONDITIONS WHICH YOU HEREBY AGREE TO BE BOUND BY.

THE DOWNLOAD SERVICE AND ALL RELATED SERVICES ARE AVAILABLE ONLY IN THE UNITED STATES. IF YOU ARE NOT IN THE UNITED STATES, YOU MAY NOT USE OR ATTEMPT TO USE THE SERVICE.

1. Your Acceptance of this Agreement This Agreement is a binding contract between you and Hip Digital Media Inc. (“Hip Digital”) regarding your access to and use of the Hip Digital download service accessible through the Hip Digital websites (the “Website”) and all sound recordings, music videos, artwork, personal computer games, APPs, eBooks, Facebook credits and all other materials, information and data available through the Website (collectively, the “Content”). In this Agreement, the Website, the Content, and all related systems and services are collectively called the “Service”. This Agreement also provides benefits to Hip Digital’s related entities, service providers, suppliers, licensors, and other persons (and for the purpose of this Agreement, “person” includes natural persons and any type of incorporated or unincorporated entity). Each time you use the Service you signify your agreement, without limitation or qualification, to be bound by this Agreement as amended from time to time. **IF YOU DO NOT AGREE TO (OR CANNOT COMPLY WITH) THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICE.**

2. Changes to this Agreement Hip Digital may in their discretion change, supplement, or amend this Agreement from time to time effective immediately by

posting a revised Agreement on the Website. You will check and review this Agreement periodically to ensure that you are familiar with the most current version. By using the Service after a revised Agreement has been posted on the Website, you signify your acceptance and agreement, without limitation or qualification, to be bound by the revised Agreement. **IF YOU DO NOT AGREE TO (OR CANNOT COMPLY WITH) THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICE.** You may not change, supplement, or amend this Agreement in any manner.

3. Scope of Agreement This Agreement is in addition to and supplements any written agreements that you may have with Hip Digital (now or in the future) regarding your dealings Hip Digital generally, including the downloading of sound recordings from other websites operated by Hip Digital. If there is any inconsistency or conflict between the provisions of this Agreement and the provisions of any other agreements that you have with Hip Digital, the provisions of this Agreement will govern regarding access to and use of the Service, and the other agreements will govern regarding all other matters.

4. Location and Age Requirements for Use of the Service (a) Location: The Service may be accessed and used only by natural persons located in the United States and is not available in any other location. If you are not located in the United States, you may not access or use the Service. The Service may use technologies to verify your location, including determining the IP address and location of your computer and the billing address of your credit card (if a credit card number is provided by you); (b) Age: The Service may be used only by individuals aged 13 years or older or other age as required by law and other regulations. You must be at least the legal age of majority in your State or territory to agree to this Agreement on your own behalf and to register to use the Service. If you are 13 or older but under the legal age of majority, you must accept this Agreement and also your parent or legal guardian must read and accept this Agreement for your benefit and approve your use of the Service. If you are a parent or guardian accepting this Agreement for the benefit of your child, you are fully responsible and liable (legally and financially) for your child's use of the Service and compliance with this Agreement; (c) Confirmation: By agreeing to this Agreement (whether for your own benefit or for the benefit of your child), you represent and warrant that you are located in the United States and you comply with the age requirements listed above and you have read, understood and agree to be bound by this Agreement.

5. Registration, Accounts and Access Codes To access and use parts of the Service, you are required to register and provide certain information ("User Information") and create an account on the Service (the "Account") using a personal username and password (collectively "Access Codes"). Hip Digital is under no obligation to approve your application for registration or allow you to create an Account or allow you to maintain an Account. Hip Digital may refuse your application for registration in their discretion without any liability to you or any other person. You represent, warrant, and certify that all User Information is

valid, true, accurate, current, and complete at the time you submit it, and that you will maintain and promptly update User Information to keep it valid, true, accurate, current and complete. Hip Digital and other persons will rely upon the User Information. You will be fully responsible for all loss, damage, liabilities, obligations, and additional costs that you, Hip Digital, or any other person may incur as a result of your submission of any invalid, false, incorrect or incomplete User Information, or your failure to update User Information promptly after any changes or your omissions. Hip Digital is not under any obligation to verify any User Information you submit, but may do so in their discretion; and you hereby consent to Hip Digital making all inquiries and investigations as they in their discretion consider appropriate to verify the User Information. If your application for registration is accepted: (a) you are fully responsible and liable for the confidentiality and security of your Access Codes and Account, and all uses and misuses of your Access Codes and Account; (b) you will keep your Access Codes secure and confidential at all times and not disclose your Access Codes to any other person or permit any other person to use your Access Codes or Account; (c) you will ensure that all uses of your Access Codes and Account comply with this Agreement; and (d) you will immediately notify Hip Digital by email to support@hipdigital.com if you know or suspect that your Access Codes have become known to or used by any other person or if your Account has been accessed or used by any other person. You will not attempt to access or use any other person's account or use any other person's username or password. Hip Digital may in their discretion cancel or suspend your Access Codes and Account at any time without any notice or liability to you or any other person. Hip Digital is not under any obligation to verify the actual identity or authority of any person using your Access Codes or Account, but may in their discretion require proof of the identity of any person seeking to access and use your Access Codes and Account, and may deny access to and use of your Account or refuse to accept or act upon any communication if they are not satisfied with such proof. Hip Digital may act upon any communication that is given with the use of your Access Codes.

6. Permitted and Prohibited Uses The Service (including but not limited to the Website and all Downloads (see Section 9) and other Content you obtain through the Service) is made available to you for your lawful, personal, non-commercial use for entertainment purposes only, only in the manner described expressly in this Agreement (including the Usage Rules set forth below), and strictly in accordance with all applicable federal, state, and local laws. You may not use the Service for any other reason or purpose or in any other manner, or permit or assist any other person to do so. Unauthorized use of the Service may result in civil and criminal liability. Without limiting the generality of the foregoing, the following rules apply to your use of the Service or any part of it (including but not limited to the Website and all Downloads (see Section 9) and other Content you obtain through the Service): You will comply with all applicable federal, provincial, and local laws relating to your access to and use of the Service, and you will access and use the Service in a manner that is respectful of and protects the rights (including but not limited to copyright and other intellectual property

rights) of the owners of the Service.

- You will not attempt to access or use the Service if your permission to use the Service has been previously revoked or terminated by Hip Digital.
- You will not use or exploit the Service or any part of it for any commercial or promotional reason or purpose whatsoever.
- You will not use the Service or any part of it in any manner or for any reason or purpose that infringes the rights (including without limitation personal information privacy, personality and intellectual property rights) of any other person.
- You will not copy, reproduce, imitate, republish, upload, post, transmit, translate, modify, enhance, create derivative works from, index, catalogue, mirror, display, publish, perform, transfer, assign, license, sublicense, sell, resell, lend, lease, loan, distribute, rent, or otherwise give or make available the Service or any part of it, or merge, embed or combine the Service or any part of it with any other services, software or content, in any way, in whole or in part, without the express prior written consent of Hip Digital.
- You will not use any of the software that is used in the operation or provision of the Service except while you are using the Service in accordance with this Agreement.
- You will not directly or indirectly use the Service or any part of it, or assist or encourage other persons to use the Service, in any manner or for any reason or purpose that may damage, disrupt, disable, harm, overburden, compromise or degrade the integrity, efficiency, performance or security of the Service or any related computer systems or any other person's use and enjoyment of the Service or the Internet generally.
- You will not create or maintain any links to the Service or any part of it without the express written permission of Hip Digital.
- You will not directly or indirectly frame, mirror, scrape, or data-mine the Service or any part of it in any form or by any method (including without limitation spiders, robots, avatars, intelligent agents, or other automated or manual processes).
- You will not attempt to circumvent the navigational structure of the Service or the presentation of any Content, or access or use the Service or any part of it in any way or through any means not expressly authorized and purposely made available through the Service by Hip Digital.
- You will not permit or assist any other person to use the Service or any part of it in a way that would constitute a breach of this Agreement.
- You will not, and shall not permit or cause any other party to (i) copy, use, or modify the software or any component thereof, (ii) disassemble, decompile, reverse engineer or otherwise attempt to discover any binary code, source code or proprietary information, or (iii) interfere or attempt to interfere with the operation or running of the Website and/or Service with any virus, worm, Trojan horse, adware, spyware or any other form of malicious code or software.

7. Objectionable/Explicit Material You acknowledge that the Service may include Content that you may consider offensive, indecent, or otherwise objectionable, and which may or not be identified as having explicit language. Certain Content may be identified with a “Parent Advisory” or “Explicit Language” warning. Information regarding those warnings may be obtained from the websites: www.parentalguide.org and www.cria.ca/parentaladvisory.php. Hip Digital is not responsible or liable to you or any other person for any Content that you find objectionable, even if it does not have a warning.

8. Technical Requirements To access and use the Service or the Content obtained through the Service, you will require Internet access and certain computer hardware, operating systems, software, eBook readers, smart phones and portable music players that are compatible with the Service and comply with the Usage Rules (see Section 9) and Security Components (see Section 10). Your use of Content may require Internet communications with the Service and the ongoing involvement of Hip Digital, or other persons. Information regarding minimum technical and compatibility requirements is available on the Website, and may be changed by Hip Digital from time to time. You may be required to update or upgrade your hardware, operating systems, software, and portable music players from time to time in order to access and use the Service and the Content. You are solely responsible and liable for: (a) obtaining, paying for, configuring, maintaining, updating, and protecting from loss and damage (including virus protection and regular data backup) all compatible equipment and services necessary for you to access and use the Service; and (b) maintaining and protecting from loss and damage (including virus protection and regular data backup) all Content you obtain through the Service.

9. Usage Rules You will access and use the Service and the Content (including sound recordings and music videos) you obtain through the Service strictly in accordance with the following rules and restrictions established by Hip Digital, and other owners of the Content (the “Usage Rules”): (a) Personal/Non-Commercial Use License: The Service and the Content are licensed, not sold, to you for your lawful, personal, non-commercial use for entertainment purposes only, strictly in accordance with the Usage Rules and the other provisions of this Agreement and all applicable laws and regulations. The license is not assignable, transferable, or sublicensable. You will not share the Service or the Content with any other person or authorize or permit any other person to use the Service or the Content in any way or for any reason or purpose whatsoever. (b) Samples: A “Sample” is a display and/or demonstration of a Content which provides a user with a preview of the Content that the Service makes available for promotional purposes only for you to use while you are accessing the Website. You will not access or use a Sample in any other way or for any other reason or purpose whatsoever, including without limitation attempting to capture, copy, or download a Sample. (c) Downloads: A “Download” is a copy of Content that the Service makes available for you to obtain using a valid promotional code (see Section 11). You will access and use each Download as follows: (i) Download Personal Computer: You may download and save each

Download to the hard drive of a personal computer (a traditional consumer desktop or notebook computer intended for use by an individual user) located in the United States that you own and use for your personal, non-commercial use (the "Download Personal Computer"), and play the Download on the Download Personal Computer. Except as expressly set forth in these Usage Rules, you will not copy, transfer, or distribute Downloads from the Download Personal Computer to any other computer, device, or media. (ii) Secondary PCs: You may copy each Download from the Download Personal Computer to the hard drive of up to two (2) other compatible personal computers located in the United States that you own and use for your personal, non-commercial use (each a "Secondary PC"), and you may play the Download on each Secondary PC. Except as expressly set forth in these Usage Rules, you will not copy, transfer, or distribute Downloads from a Secondary PC to any other computer, device, or media. (iii) Transfers to Portable Devices: You may copy each Download from the Download Personal Computer or a Secondary PC an unlimited number of times to up to three (3) compatible portable consumer electronics devices located in the United States that you own and use for your personal, non-commercial use for entertainment purposes only (each a "Portable Device"). You will not copy, transfer, or distribute Downloads from a Portable Device to any other device, computer, or media. (iv) Burning to Media: You may permanently copy (burn) each Download in uncompressed form from the Download Personal Computer or a Secondary PC up to five (5) times, in the aggregate, to compatible, blank, recordable CD-R or CD-RW compact discs (collectively, "Media") that you own for your personal, non-commercial use for entertainment purposes only. You will not copy, transfer, or distribute Downloads from Media to any computer (including the Download Personal Computer or a Secondary PC), device, or other media. (v) Additional Uses: Certain Downloads may be transferred to an additional number of Portable Devices or copied (burned) to Media an additional number of times, but only if those additional uses are expressly permitted by the Security Components (see Section 10) included in the Download in the format obtained from the Service and are expressly indicated when the Usage Rules for the Download are displayed by compatible computer player software authorized by Hip Digital. (vi) General: Downloads may be used in their original format only. Downloads may not be used as a musical ringer (ringtone, ringtone, master tone, etc.). The Usage Rules apply regardless of whether other rules have been associated with the Downloads or other Content by any other person.

Hip Digital may in their discretion change the Usage Rules from time to time effective immediately by posting revised Usage Rules on the Website. Except as expressly set forth in the Usage Rules, you will not access or use (including but not limited to reproduce, copy, or modify) the Service (including but not limited to Downloads and other Content) in any way or for any reason or purpose whatsoever. All rights not expressly granted to you in this Agreement are reserved to Hip Digital, and their licensors (including but not limited to the owners of copyright in the Content and/or any copyrights related to the Content). Without limiting the generality of any of the foregoing, you are not granted any commercial, sale, resale, syndication, reproduction, distribution, retransmission,

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10. Security Components and Watermarks The Service (including but not limited to Downloads and other Content) contains: (a) technologies (including but not limited to notices, proprietary codes, means of identification, authentication measures, and rights management information) designed to protect against unauthorized access or use and to control your use of Downloads and other Content in accordance with applicable Usage Rules (the “Security Components”); and (b) visible and non-visible identification, marks and codes that identify you as the person that downloaded the Content from the Service and specify certain applicable Usage Rules and other information (the “Watermarks”). Security Components and Watermarks are an inseparable part of each Download. The Service may also automatically install Security Components on your Download Personal Computer, your Secondary PCs, and your Portable Devices to register those computers and devices with the Service. You will not attempt to, or authorize or assist any other person to, reverse engineer, decompile, disassemble, decrypt, alter, change, remove, interfere with, obscure, destroy or otherwise circumvent or tamper with the Security Components or the Watermarks or the limitations or restrictions on your access to or use of the Service and the Content at any time, by any means (including without limitation by hacking, password mining or similar technologies or devices), or for any reason or purpose whatsoever (including without limitation for the purpose of disguising or changing the source or ownership of the Content). Downloads may not be used in conjunction with any software application (including a CD burning application), personal computer, or portable device that does not recognize and respect the Security Components and enforce the Usage Rules.

11. Promotional Codes and Account Credits To obtain a Download from the Service, you will be required to redeem a valid promotional code issued by Hip Digital. Use of promotional codes is subject to this Agreement and may also be subject to additional terms and conditions imposed by Hip Digital and additional terms required by laws and regulations. Promotional codes and unused account credits are not refundable, transferable, exchangeable, or convertible to cash. Unused promotional codes will expire on the date specified in the terms and conditions applicable to the promotional code, and if there is no such expiry date then unused promotional codes will expire three (3) months after the date the promotional code was issued or the date allowed by law if such date is longer than the above period. Unused account credits will expire on the date specified in the terms and conditions applicable to the promotional code used to create the credits, and if there is no such expiry date then the unused account credits will expire six (6) months after the date on which the promotional code used to create the credit was issued or the date allowed by law if such date is longer than the

above period. Hip Digital is not responsible for any lost or stolen promotional codes. Hip Digital may refuse to honor or accept any promotional code that was not obtained from Hip Digital lawfully and in accordance with the applicable terms and conditions.

12. Misprints/Errors, Orders, Availability Hip Digital strive to provide current information on the Website, nevertheless misprints or other errors may occur. Accordingly Hip Digital reserves the right to change the Website and the Content from time to time without any notice or liability to you or any other person. Advertisements for Downloads on the Web Site are invitations for orders, and are not offers. Your properly completed and delivered order form constitutes your request to redeem promotional codes or credits for the ordered Downloads. Once you begin to download a Download, the Download cannot be cancelled, returned, or exchanged. If an ordered Download is not available for any reason, your sole and exclusive remedy will be a replacement of the Download by a different Download of similar value.

13. Privacy Hip Digital will collect, use and disclose your personal information in accordance with the Download Service Privacy Policy, which is available on the Website at <http://www.hipdigitalstore.com/privacy.aspx> and which may be changed from time to time by Hip Digital in their discretion without any notice or liability to you or any other person by posting an amended Privacy Policy on the Website at <http://www.hipdigitalstore.com/privacy.aspx>. By accepting this Agreement, and each time you use the Service, you consent to the collection, use, and disclosure of your personal information in accordance with the Privacy Policy as it then reads.

14. Contests and Promotions/Advertising All contests and promotions available through the Service are governed by specific applicable terms and conditions.

15. Ownership of the Service You acknowledge and agree that the Service (including but not limited to the Website and all Downloads and other Content available on or through the Service, and the design, structure, selection, coordination, compilation, expression, “look and feel”, and arrangement of the Website and Content) is exclusively owned by Hip Digital and their licensors, and is protected by federal and international copyright, trademark, and other intellectual property and fair competition laws. Your use of the Service does not transfer to you any ownership or other rights in the Service or the Content. Your access to and use of the Service and all Downloads and other Content you obtain through the Service are limited by the provisions of this Agreement (including the Usage Rules) and applicable law (including copyright and other intellectual property laws).

16. Trademarks and Patents HIP DIGITAL, HIP and the Hip Digital logo are trademarks, service marks, and trade names owned or licensed by Hip Digital. Other product and company names, slogans, and logos appearing on the Service

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17. Other Sites For your convenience, the Service may provide links to other Internet sites or resources and businesses operated by other persons (collectively "Other Sites"). Other Sites are independent from the Service, and Hip Digital has no responsibility or liability for or control over Other Sites, their business, goods, services, or content. Your use of Other Sites and your dealings with the owners or operators of Other Sites are at your own risk, and you will not make any claim against Hip Digital arising from, connected with, or relating to your use of Other Sites or your dealings with the owners or operators of Other Sites. As between you and Hip Digital, the provisions of this Agreement under the section headed Disclaimers, Liability Exclusions/Limitations and Indemnity (Section 19) apply, with all necessary modifications, to your access to and use of any Other Sites and their business, goods, services and content.

18. Unsolicited Submissions Hip Digital does not accept or consider unsolicited ideas, suggestions, or other materials relating to the Service. The purpose of this policy is to avoid potential misunderstandings or disputes. Accordingly, please do not send any unsolicited ideas, suggestions, or other materials ("Submissions") to Hip Digital. If you do send any Submissions to Hip Digital, you automatically grant (or warrant that the owner of the Submissions grants) Hip Digital and their respective successors and assigns a perpetual, royalty-free, irrevocable, unrestricted, non-exclusive, world-wide, assignable, sub-licensable, right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and otherwise exploit the Submissions or any ideas, concepts, know-how or techniques associated with the Submissions for any reason or purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without providing compensation to you or any other person, without any liability whatsoever, and free from any obligation of confidence or other duties, and you agree, represent and warrant that all moral rights in the Submissions are waived in favor of Hip Digital and their respective successors and assigns.

19. Disclaimers, Liability Exclusions/Limitations and Indemnity

DISCLAIMERS HIP DIGITAL DOES NOT ACCEPT ANY LIABILITY FOR YOUR USE OF THE SERVICE. YOU ACCESS AND USE THE SERVICE AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND

INCLUDING WITHOUT LIMITATION IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF OR RELATING TO ACCURACY, ACCESSIBILITY, AVAILABILITY, COMPLETENESS, DURABILITY, ERRORS, FITNESS FOR A PARTICULAR PURPOSE, LACK OF NEGLIGENCE, MERCHANTABILITY, NON-INFRINGEMENT, PERFORMANCE, QUALITY, RESULTS, SECURITY, SEQUENCE, SERVICE, TIMELINESS, TITLE, UNINTERRUPTED SERVICE, VIRUSES OR WORKMANLIKE EFFORT, ALL OF WHICH ARE HEREBY WAIVED BY YOU AND DISCLAIMED BY HIP DIGITAL TO THE FULLEST EXTENT PERMITTED BY LAW. THERE WILL NOT BE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HIP DIGITAL MAKES NO REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE THAT: (A) THE SERVICE WILL BE COMPATIBLE WITH YOUR COMPUTER, PORTABLE MUSIC PLAYER, OR RELATED EQUIPMENT AND SOFTWARE; (B) THE SERVICE WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR WILL BE FREE OF ERRORS OR THAT ANY ERRORS WILL BE CORRECTED; (C) THE SERVICE WILL MEET YOUR REQUIREMENTS; (D) THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SEQUENTIAL, ACCURATE, AUTHENTIC, COMPLETE OR NOT OFFENSIVE OR OBJECTIONABLE TO YOU OR OTHER PERSONS; (E) CERTAIN OR ANY RESULTS MAY BE OBTAINED THROUGH ACCESS TO OR USE OF THE SERVICE ; OR (F) ACCESS TO AND USE OF THE SERVICE WILL BE FREE OF VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE OR DISRUPTIVE COMPONENTS AND WILL NOT INFRINGE THE RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; HIP DIGITAL DISCLAIMS ALL LIABILITY REGARDING SUCH MATTERS TO THE FULLEST EXTENT PERMITTED BY LAW. THE INTERNET IS NOT A SECURE MEDIUM, MAY BE SUBJECT TO INTERRUPTION AND DISRUPTION, AND INADVERTENT OR DELIBERATE BREACHES OF SECURITY AND PRIVACY. THE SERVICE MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND THE CONTROL HIP DIGITAL (SUCH AS YOUR COMPUTER EQUIPMENT AND INTERNET ACCESS), AND MAY NOT BE CONTINUOUS OR UNINTERRUPTED, SECURE OR PRIVATE. YOU PROVIDE USER INFORMATION AT YOUR OWN RISK, AND HIP DIGITAL HEREBY DISCLAIM ALL LIABILITY TO YOU AND ANY OTHER PERSON FOR ANY LOSS OR DAMAGE ARISING FROM, CONNECTED WITH, OR RELATING TO THE UNAUTHORIZED ACCESS TO, OR USE OR DISCLOSURE OF, ANY USER INFORMATION. IF YOU ARE NOT SATISFIED WITH THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING THE SERVICE. **LIABILITY EXCLUSIONS** WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL HIP DIGITAL EVER BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSS OR

DAMAGE OR ANY OTHER SIMILAR DAMAGES ARISING FROM, CONNECTED WITH, OR RELATING TO THE SERVICE OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF DATA, BUSINESS, MARKETS, SAVINGS, INCOME, PROFITS, USE, PRODUCTION, REPUTATION OR GOODWILL, ANTICIPATED OR OTHERWISE, OR ECONOMIC LOSS, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR LAW OR EQUITY). YOU HEREBY RELEASE, REMISE, AND FOREVER DISCHARGE HIP DIGITAL FROM ALL EXCLUDED LIABILITIES SET FORTH ABOVE. **LIABILITY LIMITATION AND RELEASE** WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE LIABILITY OF HIP DIGITAL TO YOU OR ANY OTHER PERSON UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR LAW OR EQUITY), EVER EXCEED THE LESSER OF: (A) THE AMOUNT (IF ANY) YOU PAID FOR THE DOWNLOAD IN ISSUE (IF ANY), OR (B) \$5 (USA) IF THERE IS NO SUCH PAYMENT OR DOWNLOAD. YOU HEREBY RELEASE, REMISE, AND FOREVER DISCHARGE HIP DIGITAL FROM ALL LIABILITY IN EXCESS OF THE FOREGOING LIMITATION. **INDEMNITY** YOU WILL INDEMNIFY, DEFEND AND HOLD HIP DIGITAL HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING LAWYER'S FEES AND DISBURSEMENTS AS BETWEEN SOLICITOR AND OWN CLIENT) SUFFERED OR INCURRED BY HIP DIGITAL ARISING FROM, CONNECTED WITH, OR RELATING TO YOUR ACCESS TO OR USE OF THE SERVICE, YOUR BREACH OF THIS AGREEMENT, OR ANY WRONGFUL CONDUCT BY YOU OR ANY PERSON FOR WHOM YOU ARE RESPONSIBLE UNDER THIS AGREEMENT OR AT LAW. YOU WILL ASSIST AND CO-OPERATE AS FULLY AS REASONABLY REQUIRED BY HIP DIGITAL IN THE DEFENCE OF ANY SUCH CLAIM OR DEMAND. **ACKNOWLEDGEMENT** YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT REPRESENTS A FAIR ALLOCATION OF RISK AND LIABILITY. ADVICE AND INFORMATION PROVIDED BY HIP DIGITAL, WHETHER ORAL OR WRITTEN, WILL NOT CREATE ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE OR VARY OR AMEND THIS AGREEMENT (INCLUDING THIS SECTION 19), AND YOU MAY NOT RELY UPON ANY SUCH ADVICE OR INFORMATION. THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR LIABILITIES IS PROHIBITED BY LAW IN SOME JURISDICTIONS. IN THOSE JURISDICTIONS, THE LIABILITY OF HIP DIGITAL IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. APPLICATION AND DEFINITIONS THIS SECTION 19 APPLIES REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY HIP DIGITAL OR ANY PERSON FOR WHOM HIP DIGITAL IS RESPONSIBLE, AND EVEN IF HIP DIGITAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR

DAMAGE BEING INCURRED. IN THIS SECTION 19: (a) REFERENCES TO “HIP DIGITAL” MEANS HIP DIGITAL AND EACH OF THEM, JOINTLY AND SEVERALLY, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS, SERVICE PROVIDERS, SUPPLIERS, SUB-CONTRACTORS, AND LICENSORS, AND ALL OTHER RELATED, ASSOCIATED, OR CONNECTED PERSONS, JOINTLY AND SEVERALLY; (b) REFERENCES TO “SERVICE” INCLUDE THE WEBSITE AND ALL DOWNLOADS AND OTHER CONTENT, PRODUCTS AND SERVICES AVAILABLE ON, THROUGH OR IN CONNECTION WITH THE SERVICE; AND (c) REFERENCES TO “YOU” MEANS YOU AND YOUR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, PERMITTED ASSIGNS, AND PERSONAL REPRESENTATIVES.

20. Changes/Termination Hip Digital may in their discretion from time to time, change, suspend or terminate, temporarily or permanently, the Service (including the Website and Content) or any part of it (including removing Content from the Service), or terminate your permission to use the Service and this Agreement, without any notice or liability to you or any other person. If you breach any provision of this Agreement, you may no longer use the Service. If you withdraw your consent to the collection, use, and disclosure of your personal information in accordance with the Privacy Policy (as amended from time to time), you may no longer use the Service. If this Agreement or your permission to access or use the Service or any part of it is terminated for any reason, then: (a) your ability to use Downloads you have previously obtained from the Service may be limited; and (b) this Agreement and all other then existing agreements between you and Hip Digital will continue to apply and be binding upon you regarding your prior access to and use of the Service, and anything connected with, relating to or arising therefrom.

21. Enforcement of this Agreement and Usage Rules Hip Digital and their licensors (including without limitation owners of Content) may take such technological and other measures and steps as they consider appropriate in their discretion to enforce this Agreement (including the Usage Rules) and detect and prevent the breach of this Agreement or any applicable laws, including without limitation using technological measures to monitor and record your use of the Service and Content and your compliance with the Usage Rules and your communications with Hip Digital, and reporting potential violations of the Usage Rules Policy or applicable laws to law enforcement authorities and the owners of the Content, all without any notice or liability to you or any other person. Hip Digital will co-operate fully with law enforcement authorities and the owners of the Content in the investigation of suspected unlawful conduct (including unauthorized file sharing of Downloads), including without limitation by disclosing your User Information and information regarding your use of the Service. Any failure by Hip Digital to enforce this Agreement, for whatever reason, will not be construed as a waiver of any preceding or subsequent breach of this Agreement. Hip Digital will not be liable to you for any failure to enforce this Agreement.

You acknowledge that your breach of this Agreement will result in irreparable

harm, loss and damage to Hip Digital and others for which they could not be adequately compensated by an award of monetary damages. You agree that the event of any actual or threatened breach of this Agreement, and in addition to any and all remedies available to Hip Digital at law or in equity, Hip Digital will be entitled as a matter of right to judicial relief by way of a restraining order, interim, interlocutory or permanent injunction, or order for specific performance, and you will not oppose the granting of any such judicial relief and hereby waive all defenses to the strict enforcement of this Agreement and such judicial relief.

The specific rights and remedies of Hip Digital under this Agreement are cumulative and not exclusive of any other rights or remedies to which they may be lawfully entitled under this Agreement or at law or equity, and Hip Digital will be entitled to pursue all of their respective rights and remedies concurrently, consecutively and alternatively. No consent or waiver by Hip Digital to or of any breach by you of this Agreement will be: (a) effective unless in writing and signed by Hip Digital; or (b) deemed or construed to be a consent to or waiver of a continuing breach or any other breach of this Agreement.

22. Governing Law and Dispute Resolution Although the content delivered in connection with the Service may reside on servers in either the United States or Canada and the Service is controlled by Hip Digital from Vancouver, British Columbia, Canada, you agree to comply with all local, state and federal laws that apply to your use of the Service. Notwithstanding the foregoing, this Agreement is governed by the laws of California and applicable federal laws of the United States, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any dispute between you and Hip Digital or any other person arising from, connected with or relating to the Service (including the Website, Downloads and other Content), this Agreement, or any related matters (“Disputes”) will submit to jurisdiction in San Francisco, California, and you and Hip Digital each hereby irrevocably submit and attorn to the original and exclusive jurisdiction of that court in respect of all Disputes. Any process in any action, suit or proceeding arising out of or relating to this Agreement may, among other methods, be served upon you by delivering it, e-mailing it or mailing it. Any such delivery or mail service shall be deemed to have the same force and effect as personal service in California.

23. Other Matters If any provision of this Agreement is held to be invalid or unenforceable for any reason, then the provision will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of any such severance this Agreement would fail in its essential purpose.

Notwithstanding any other provision of this Agreement, Sections 6, 8, 9, 10, 13, 15, 16, 17, 18, 19, 21, 22, and 23 of this Agreement, and all other provisions necessary for their interpretation or enforcement, will survive indefinitely after the termination of this Agreement and remain in full force and effect. This

Agreement enures to the benefit of and is binding upon Hip Digital and their respective successors and assigns and related persons, and you and your heirs, executors, administrators, successors, permitted assigns, and personal representatives. You may not assign this Agreement or your rights and obligations under this Agreement without the prior written consent of Hip Digital, which consent may be withheld in their discretion. Hip Digital may assign this Agreement and their respective rights and obligations under this Agreement without your consent. The Parties are independent contractors, and nothing in this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, joint venture, agency, employment, or other similar relationship between the Parties. Any rights not expressly granted by this Agreement are reserved to Hip Digital and their licensors. This Agreement was last changed effective July 19, 2011.