



STREETJAM TV



TERMS OF USE AND CONTENT SUBMISSION AGREEMENT

This is the official Terms of Use and Content Submission Agreement by and between StreetJam Television, a Home Shopping and Entertainment Cable Television Show (hereinafter referred to as "StreetJam TV"), and Power Play Records, Inc., a Maryland Corporation trading as First Power Entertainment Group and its Internet Websites: www.ShopStreetJam.com, www.FirstPowerEntertainment.com and www.StreetJamTV.com (hereinafter referred to as "Site," "Sites," "Web Site(s)," "We," "Us," "StreetJam TV" &/or "Our") and You (hereinafter referred to as "You," "Your," "User" and/or User(s).") StreetJam Television is produced by First Power Entertainment Group and Power Play Records, Inc., ("Parent Companies"). This Agreement governs the content, features and activities related to StreetJam TV, its web sites, the Parent Companies and its licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates and/or any other company unless specifically stated.

1. REGISTRATION.

Registration to be considered for casting and performance on StreetJam TV is offered and made available to users age 18 and over who reside in the United States of America. If you are not yet 18 years of age, or do not reside in the United States, please discontinue using the site for Registration immediately, or if for any reason, you do not agree with all of the terms and conditions contained in this Agreement, please discontinue using the web site immediately because by using or attempting to use the web site, you certify that you are at least 18 years of age and meet any other eligibility requirements of the web site. Parents and Legal Guardians must register and complete all forms for Artists and Entertainers under the age of 18, who desire to register and be considered for casting on StreetJam TV.

These terms and conditions regarding your use of the web sites constitute a legally binding agreement between You and StreetJam TV and our web sites and the Parent Companies. In this Agreement, the term "web site," or "site" includes all web sites and web pages within www.ShopStreetJam.com, www.FirstPowerEntertainment.com and www.StreetJamTV.com as well as any equivalent, mirror, replacement, substitute or backup web sites and web pages that are associated with the above named site. By using this site, you understand, acknowledge and agree that you will abide by the terms of this Agreement, the Talent Audition Form Agreement and any additional terms that govern certain products and services ("Additional Terms"), which will be presented in conjunction with those products and services. The web site may also provide rules of participation ("rules") for certain activities and services including, but not limited to casting, auditions, contests, award programs, membership clubs and email services. The web sites Additional Terms, Privacy Policy and the Rules are hereby incorporated in this Agreement by reference. To the extent that there is a conflict between this Agreement and the specific Rules for the activity in which you choose to participate, this Agreement shall govern. This Agreement will remain in full force and effect as long as you are a user of the web site and in the event of termination of any membership, service or feature, you will still be bound by your obligations under this Agreement, the Privacy Policy, and Additional Terms or Rules, including any indemnifications, warranties and limitations of liability.

The words "Use" or "Using" in this Agreement, means any time an individual (a "user"), directly or indirectly, with or without the aid of a machine or device, does or attempts to access, interact with use, display, view, print or copy from the Site, transmit, receive or exchange data or communicate with the site, or in any way utilizes, benefits, takes advantage of or interacts with any function, service or feature of the web site, for any purpose whatsoever. This Agreement does not cover your rights or responsibilities with respect to third party content or sites or any links that may direct your browse or your connection to third party web sites or pages. This is the entire and exclusive Agreement between you and us regarding use of the Site, and it cannot be modified, except as specifically described in **Section 11** titled, **Modifications**.

2. POSTINGS.

Your User Content, comments, information and suggestions are important to us. Portions of this Site may provide you and others an opportunity to submit, post, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, audio, creative works or other information, messages, transmissions or material to us, the web site or other users ("Post" or "postings"). You understand, acknowledge and agree that such Postings are the sole responsibility of the person(s) from which such Postings originated. This means that you, the user, and not this web site, are entirely responsible for the consequences of all Postings that you upload, post, email, transmit or otherwise make available to StreetJam via the web site (and otherwise). Postings do not reflect the views of the web site, StreetJam TV, its Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives and assigns. We do not monitor, endorse, edit or screen any Postings, although we reserve the right to do so, nor shall we be liable for any Posting that is in violation of this Agreement. In no event shall the web site, StreetJam TV, its Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives and assigns have or be construed to have responsibility or liability for or in connection with any Posting whatsoever; however, if we determine, in our sole discretion and judgement that any Posting does or may violate any of the term of this Agreement, we reserve the right, at any time and without limiting any and all other rights we may have under this Agreement, at law or in equity, to (a) refuse to allow you to Post; (b) remove and delete Postings; (c) refuse to consider your User Broadcast for submission and broadcast; and/or revoke your right to use the web Site; and/or use any technological, legal, operational or other means available to us to enforce the provision of this Agreement, including, without limitation, blocking specific IP addresses.

If a Posting originates from you, your Parent or Legal Guardian and/or another person in your Entertainment Act, you hereby agree that (a) you are placing the Posting or its use and you specifically authorize the web site and StreetJam TV to use such Posting in whole or in part throughout the universe, in perpetuity in or on any and all media, now known or hereafter devised, and alone or together or as part of other information, content and/or material of any kind or nature; (b) you represent and warrant that (i. The Posting is original to you or fully cleared for use as contemplated herein, (ii) the Posting does not contain libelous, tortuous or otherwise unlawful information, infringe on or violate any copyright or other right, or contain any matter the publication or sale of which will violate any federal or state statute or regulation, (iv) the Posting is not obscene or in any other manner unlawful, (v) the Posting shall not be injurious to the health of the user, and (vi) we shall not be required to pay or incur any sums to any person or entity as a result of our broadcast, use or exploitation of the Posting; (c) if your Posting incorporates the name, logo, brand, service or trademark, voice, likeness or image of any person, firm or enterprise, you specifically represent and warrant that you have the right to place such Posting in the public domain and grant StreetJam TV the right to use such Posting as described above; (d) we have the right to delete, re-format and/or change your Posting in any manner that we may determine (although you will not be responsible for any such changes made); and (e) you will not be entitled to any compensation because of the use or exploitation by us or any third party of any videos, audio and other Postings you make to us or any ideas or concepts contained therein, and the submission of a video or other Posting, and/or any posting or display thereof, is not any admission of novelty, priority or originality. Even if you subsequently see or learn of a

presentation, motion picture, still photograph, film video, audio recording or any other content which appears to incorporate any idea or concept or include anything similar or identical to that contained in any video or other Posting that you or anyone else submits to or through the web site, you acknowledge and agree that you shall not be entitled to any compensation therefore. The amount of storage space on the web site per user is limited. Some Postings may not be processed due to space constraints or outbound message limitations. You understand, acknowledge and agree that we assume no responsibility for deletion of Postings or any failure to store, receive or deliver Postings in a timely manner or any other matter relating to Postings. You may not Post in any manner User Content which (does or) is intended to promote or generate revenue for any business enterprise or commercial activity. If you believe that any content on the web site (including without limitation, Postings) violates any of the terms of this Agreement, please send an email about it to: info@streetjamtv.com and make it to the attention of the CORPORATE OFFICE – STREETJAM TV. We cannot guarantee that we will respond to your message and we reserve the right to take or refrain from taking any or all steps available to us once we receive any such message.

3. AGE REQUIREMENTS.

You must meet the Age Requirements of this Agreement and the Talent Release Agreement each and every time you submit or attempt to submit User Content Media, among other things you will be asked to confirm your compliance.

4. CONTENT SUBMISSION.

This section of the Agreement is in regards to your submission and our display and distribution of content to and on StreetJam TV via certain technology and/or features that we make available to you so that you can upload such content. When you submit your content, or by using or attempting to use our upload features, you are signifying your agreement with and acceptance of all terms and conditions of this Agreement as well as the terms and conditions contained in the Talent Audition Form, the Talent Release Agreement that govern your legal and contractual relationship with StreetJam TV. StreetJam TV has the right to change the terms and conditions of this Agreement and also the Talent Release Agreement at any time. If you do not agree with all of the terms and conditions of this Agreement at any time, including without limitation, those times when we make changes, do not use, do not attempt to use, and immediately discontinue your use of the User Content Submission Features, because if you do any of these things you are agreeing to be bound by all of the terms and conditions of this Agreement, including without limitation, any changes we have made.

The term “User Content” means and refers to any and all content, media and materials you submit for StreetJam TV, it’s web site(s) and also including without limitation, still photographs, writings, spoken statement, music, audio, video, video recordings, audio-visual works and recordings, slides, portraits, animated and/or motion pictures, caricatures, likenesses, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and to all derivative works, translations, adaptations or variations of the same, regardless of the tangible medium, broadcast medium, format or form or hereinafter developed or discovered, and regardless of where produced, on location or in a studio or elsewhere, in black and white or in color, alone or in conjunction with other work, characters, real or imaginary, in any part of the world. User Content is also considered a “**Posting**,” as such term defined in **Section 2** titled, “**Postings**,” and shall apply to all User Content you submit pursuant to the terms and conditions of this Agreement for Posting to this site.

Each time you upload or submit User Content (or if you attempt to do so), you will be confirming your acceptance of, and agreement to be bound by all of the terms and conditions of this Agreement and the Talent Release Agreement. Instructions for uploading User Content can be found on the Site’s web page for the upload of User Content. To be considered for broadcast on StreetJam TV and/or it’s web sites, promotions, advertising, and any other display (whether public or private) the User Content must meet all specifications and requirements relating to formatting,

compatibility, copyrights, operating characteristics and submission which can also be found on the sites web page for the upload of User Content. In order to submit User Content, you will also need to meet our Age Requirements.

When you submit User Content you may also be asked to provide some information about you and your submission. This may include, without limitation, such things as a descriptive title, some information about the User Content, length, your location and/or similar information. By submitting User Content, you are also agreeing and you understand that the term "User Content" also includes, without limitation, and refers to all of the information you submit or we may receive that is related to your submission. Always keep a copy of anything you send because we are not responsible for lost, damaged, misdirected, unusable or unreadable User Content. Proof that you submitted User Content does not constitute proof that we received anything.

5. USER CONTENT STANDARDS; UNAUTHORIZED CONTENT.

You are solely responsible and liable for your communications and submissions (and the consequences) made under your name, user name, email address, credit card, password and your registration and profile information, if any. User Content does not reflect the views of StreetJam TV and neither StreetJam TV, its Parent Company, licensees, employees, contractors, successors, cable, satellite and network television network affiliates, legal representatives and assigns represent or guarantee the truthfulness, accuracy or reliability of any User Content, nor endorses or supports any opinions expressed in any User Content. In no event shall StreetJam TV, the Parent Company, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives and assigns have or be construed to have any responsibility or liability for or in connection with any User Content that you submit. If we determine, in our sole discretion, you have not met the Age Requirements, or if in our judgement, you or any User Content you submit violates this Agreement, we reserve the right, at any time, without notice and without limiting any and all other rights we may have under this Agreement, at law or in equity, to (a) refuse to allow you to submit further User Content, (b) remove and delete your User Content, (c) revoke your registration and right to use the User Content Submission features, (d) refuse to refund any Registration fees paid with your submission and (e) use any technological, legal, operational or other means available to enforce the terms of this Agreement, including, without limitation, blocking specific IP addresses or deactivating your registration and access using your email address. We make no claim the User Content Submission Features or any User Content are appropriate for any particular purpose or audience or that any video, software or our User Content Submission Features may be accessed, used or downloaded outside of the United States which may not be legal for certain persons or in certain countries and you do so at your own risk. You are responsible for compliance with the laws of your jurisdiction. The United States controls the export of products and information and you agree to comply with such restrictions and not export or re-export any User Content including videos, information, software, materials, products or services to countries or persons prohibited under the export control laws and regulations.

You agree you will not submit or attempt to submit, and we have the right to reject, refuse to accept, remove or otherwise handle as StreetJam TV deems appropriate, any "Unauthorized Content" which is defined as any User Content that is or could be construed as violating any copyright infringements and/or of the terms and conditions of the Agreement, and/or any of the terms and conditions set forth in our Talent Release Agreement, including, without limitation: (i.) Infringing on a third party's copyright or other intellectual property rights; (ii.) Causing harm, harassing anyone or which may prevent, prohibit, inhibit, restrict or otherwise impair others from using or enjoying this site and/or StreetJam TV; (iii.) Unauthorized access to the User Content Submission Features or information of other users; (iv.) The modification, impairment, disruption, alteration or interference with the use, features, functions, operation or maintenance of the User Content Submission Features; or (v.) Any requirements, rules, terms or conditions that may be applicable to the User Submission Features and/or StreetJam TV. Neither StreetJam TV, its Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns, and/or affiliates control any User Content

submitted, although we may use both automated and manual means of reviewing User Content in order to prevent Unauthorized Content from appearing and being displayed on our site and/or StreetJam TV. StreetJam TV reserves the right to review any submitted User Content and to delete, remove, move, discard, edit or reject, without notice to you, any User Content that we deem, in our sole discretion, abusive, defamatory, obscene, pornographic, in violation of copyright, trademark or other intellectual property rights, to be in violation of this Agreement or to be unacceptable to StreetJam TV, its Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates, for any reason or for no reason whatsoever; provided, however, that StreetJam TV shall have no obligation or liability to you for failure to do so or for doing so in any particular manner. If StreetJam TV receives notice of any claim of infringement that satisfies specific legal requirements, such as notice and takedown requirements under U.S. copyright law, we may remove and/or refuse to broadcast User Content associated with such claim. StreetJam TV reserves the right to provide information to law enforcement officials, governmental agencies and pursuant to judicial or regulatory compulsion, to protect their respective interests, the Site, StreetJam TV and/or to comply with legal, regulatory, audit and compliance obligations.

6. RIGHTS GRANTED TO STREETJAM.

In connection with all User Content you submit using the User Content Submission Features, you grant to StreetJam TV, its Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates the unqualified, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual and royalty free right, license, authorization and permission, in any form or format, on or through any media or medium and with any technology or devices now known or hereafter developed or discovered, in whole or in part, to host, cache, store, maintain, use, reproduce, distribute, display, exhibit, perform, publish, broadcast, transmit, modify, prepare derivative works of, adapt, reformat, translate and otherwise exploit all or any portion of your User Content on the site and also on StreetJam TV, and/or any other channels, services, and other distribution platforms, whether currently existing or developed in the future, for any purpose whatsoever including, without limitation, accounting, notification, credit or other obligation to you, and the right to license and sub-license and authorize others to exercise any of the rights granted hereunder to StreetJam TV, its Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates, in our sole discretion. For the avoidance of doubt, without limiting the generality of the rights granted to StreetJam TV, its Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates. These rights include without limitation, the right to create derivative works of, distribute and synchronize all or any portion of your User Content in timed relation to any other visual elements; to web-cast, pod-cast, re-publish, re-broadcast, re-platform, port, syndicate, route, and link to and from all or any portion of your User Content; to encrypt, encode and decode, and compress and decompress all or any portion of your User Content; to edit, mix, re-mix, combine, merge, distort, superimpose, create or add special effects, illusions and/or other material to or to or of all or any portion of your user Content; to create composite, stunt, comic, or unusual photographs, videos, animations, motion pictures, audio, video and/or voice reproductions from all or a portion of your User Content and to excerpt and/or extract portions of your User Content in order to host, store, index, categorize, broadcast, transmit and display your User Content on or through the platforms.

By submitting User Content, in addition to the rights, licenses and privileges referred to above, you are also granting StreetJam TV, its Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates the unqualified, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual and royalty free right, license, authorization and permission to use and refer your name, logo, marks, image, characteristic or other distinctive identification in presentations, marketing materials, customer lists and financial reports, to do, perform, take advantage of and exploit any and all of the rights set forth herein in connection with the marketing, advertising and promotion of the Platforms and any products, goods, features, functions, capabilities and/or services

associated with StreetJam TV, its Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates and to use and otherwise exploit any ideas, concepts, content, material, expression or form of expression, in whole or in part, contained in your User Content, for any purpose whatsoever, without credit, compensation or accounting to you, in products or services developed by StreetJam TV, its Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates without limitation or restriction whatsoever.

The rights, licenses and privileges described in this Agreement and granted to StreetJam TV, its Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates shall commence immediately upon submission of your User Content to or through the User Content Submission Features and continue thereafter perpetually and indefinitely, regardless of whether you continue or remain a registered user and/or featured guest artist or not, unless and until terminated, in whole or in part, by StreetJam TV on notice to you. Notwithstanding the foregoing, you acknowledge and agree that neither StreetJam TV, nor its Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates shall be required or have any obligation to host, index, display, accept or use any submitted User Content (or take advantage of any or all of the particular rights and authorities granted or otherwise available) and StreetJam TV may, in its sole discretion, remove, or refuse to host, index, display, accept use or do anything at all with respect to any User Content. Once you submit or attempt to submit User Content you shall have no rights to prohibit, restrict, revoke or terminate any of the rights granted to StreetJam TV or its Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates. You are not entitled to and you will not receive any compensation or other consideration for your User Content or any use made of your User Content once submitted. You also understand and agree that neither all or any portion of your User Content, nor any commercial, advertisement, promotional, marketing or other material associated with your User Content, need to be submitted for approval prior to use.

You hereby release Streetjam TV, its Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates from any and all claims of any rights, encumbrances, liens, claims, demands, actions or suits which you may or can have in connection with your User Content, including, without limitation, any and all liability for any use or nonuse of your User Content, claims for defamation, libel, slander, invasion of privacy, right of publicity, emotional distress or economic loss. StreetJam TV and its Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates have the right to assign, transfer, convey, license, sub-license and otherwise transfer, sub-contract, delegate, outsource or engage third parties to perform or benefit from all or any portion of its or their rights and/or obligations to any one or more other parties, without accounting, reporting, notification or other obligation or liability to you whatsoever, now or in the future. You also forever waive and relinquish all moral rights now or hereafter recognized in connection with your user Content and the rights granted to StreetJam TV, its Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates hereunder.

StreetJam TV has the right to license, authorize and/or otherwise enter into agreements and arrangements with its Parent Companies and/or any licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates to do or perform any of the activities, exercise any of the rights and/or undertake any of the responsibilities granted or imposed under this Agreement, in whole or in part. To the extent StreetJam TV does so, when you submit User Content each such Parent Company, licensee, employee, contractor, successor, cable, satellite and/or television network affiliate, legal representative, assigns and/or affiliate shall be entitled to exercise and benefit from the terms and

conditions, rights, licenses and authorizations granted to StreetJam TV hereunder and related thereto as if you had entered into this Agreement with such Parent Company, licensee, employee, contractor, successor, cable, satellite and/or television network affiliate, legal representative, assigns and/or affiliate directly.

7. OWNERSHIP TO STREETJAM TV.

STREETJAM retains all rights, titles and interest in and to the User Content Submission Features, including without limitation, to all associated intellectual property and proprietary rights existing anywhere in the world and you acquire no ownership, proprietary or other rights, titles or interest in or to the User Content Submission Features. Except for the licenses, authorizations, consents and rights granted hereunder and described in this Agreement, as comprehensive and broad as they may seem or actually be, StreetJam TV acquires no title or ownership rights in or to any User Content. StreetJam TV is acting only as a host, bulletin board, or conduit for submitted User Content, with all of the specific rights granted by you hereunder. Although by your submission of any User Content you are requesting and directing us, our Parent Companies and/or any licensees, employees, contractors, successors, cable, satellite and/or television network affiliates, legal representatives, assigns and affiliates and any of the Parent Companies of the Affiliates with whom we have made arrangements, to take advantage of and exploit all of the rights and privileges granted hereunder (including, without limitation, the right to display, post, transmit and broadcast the User Content on Platforms), neither we, nor any of the Parent Companies and/or any licensees, employees, contractors, successors, cable, satellite and/or television network affiliates, legal representatives, assigns and affiliates have any obligation to do any of these things. You must own the rights to the User Content you submit and the right to grant all of the authorizations, permissions, approvals, consents, rights and licenses as described in this Agreement. If you do not exclusively own all of these rights, you must have all necessary authorizations, permissions, approvals, consents, rights and licenses from the owner(s) to enter into this Agreement and perform and comply with all of its obligations. You represent, warrant and covenant to StreetJam TV and by submitting User Content you reaffirm each such representation, warranty and covenant that (a) you are not a minor and you have the legal right and capability to enter into this Agreement and perform and comply with all of its terms and condition or, if you are under the age of 18, your parent or legal guardian has agreed to this Agreement on your behalf, (b) all of the information provided by you associated with your user Content is correct, complete and current, (c) your submission of any User Content does not violate this Agreement, any rights of any other party, any of your obligations, any law or regulation or infringes upon or misappropriates any intellectual property, privacy, publicity or other rights of any party, (d) you make in the Audition Form and Talent Release Agreement, including, without limitation, those relating to Postings and (e) you hold and will continue to hold all the ownership, license, proprietary and other rights necessary to enter into, authorize, grant rights and perform your obligations under this Agreement as described. Upon the request of StreetJam TV, you will furnish StreetJam TV any documentation, substantiation and releases necessary and reasonably required to verify and substantiate your compliance with any or all of the terms and conditions of this Agreement, including without limitation, the foregoing representations, warranties and covenants. You represent and warrant that the submission of your User Content is not subject to or under the jurisdiction of any guild or union collective bargaining agreement, and you further acknowledge that StreetJam TV is not signatory to any such agreement. Notwithstanding anything to the contrary, you also understand and agree that StreetJam TV shall not be obligated or responsible for providing any guild or residual payments in connection with the submission, transmission, broadcast and exploitation of the User Content.

You acknowledge that other persons may have submitted User Content to us, may have made public or developed, or may obligate, submit, make public or develop, material or identical to all or a portion of your User Content or concepts contained herein, and you understand and agree you will not be entitled to any compensation because of the use or exploitation thereof and the submission of User Content, or any posting or display thereof, is not any admission of novelty, priority or originality. Even if you subsequently see or learn of a presentation, motion picture, still

photograph, film, video, song, audio recording or any other content which appears to incorporate any idea or concept or include anything similar or identical to that contained in any User Content you or anyone else submits, that is purely coincidental and unavoidable.

8. SHOPPING.

All e-commerce on the website is brought to you by StreetJam TV and Parent Company and affiliates under this Agreement. All goods and services offered for sale on the web site ("Products") are guaranteed by the manufacturer, licensor or distributor against defects in material and workmanship for 30 days from the date of the invoice. Within that time period, please contact our Customer Service Department and we will coordinate attempting to correct, repair or replace the defective product or, if applicable, in obtaining a refund for you. We have no responsibility or liability whatsoever for goods or services you may obtain from or through other websites or web pages, even if you were directed or linked to such a site or page through our web site or page through the web site, nor are we responsible for assisting you in correcting any problem you may experience with Products if you do not notify us within the 30 day period note above or for any goods or services not obtained directly on the web site. You agree that your sole and exclusive remedy and our sole, exclusive and maximum liability arising from or relating in any way to any Product shall be the amount you actually paid us (or our suppliers, operational service providers, or other e-commerce partners) for it. Except as specifically set forth in this Agreement, we expressly disclaim any and all liability arising from or relating in any way to any and all products. Except as specifically made in writing, we expressly disclaim all representations and warranties of any and every kind, express or implied, with respect to any and all products and merchandise including, but not limited to, any warranty of merchantability of or fitness for a particular purpose.

Our creation or transmission of a product order, a Class, Workshop, Session, Rental and/or a Casting Registration confirmation does not signify acceptance of your product order, Class, Workshop, Session, Rental and/or Casting Registration, nor constitute a binding confirmation of an offer to sell any Product and we reserve the right to accept or decline your order for any reason up until the time the Product is actually delivered to you. We reserve the right at any time, without prior notice, to limit or reduce the quantity you ordered of any Product or service and we will notify you if we do so. All orders placed must obtain pre-approval with an acceptable method of payment, as established by our credit and authorization policies and practices in effect at the time of your order. We may contact you and require additional information from you before we grant such pre-approval. Products and services on the web site are offered for sale only to end user customers or as personal gifts to end user customers and not for resale. We do not knowingly accept orders from dealers, exporters, wholesalers, distributors, resellers or other similar persons or companies, and reserve the right to refuse, cancel or seek the return of any Products or Services that are purchased in violation of the foregoing restrictions. You are responsible for any taxes imposed on the sale or use of Products and applicable taxes will be added to the amount charged for products purchased on the web site. If an order consists of multiple items, they may be shipped separately depending on availability.

9. FINANCIAL CONSIDERATION.

StreetJam TV reserves the sole and exclusive right to sell advertising and otherwise exploit, benefit from and/or realize revenue from the conduct of its business, television programs and operating the web site, the User Content Submission Features or other Platforms and any and all arrangements made with respect thereto, without accounting, obligation, liability or financial compensation to you, notwithstanding that your user Content may be displayed on or otherwise used by or in connection with StreetJam TV, its web sites, ShopStreetJam.com, the User Content Submission Features or other Platforms.

10. PODCASTING.

The web site provides "Podcasts" consisting of selected audio content from the web site,

available at www.ShopStreetJam.com, www.FirstPowerEntertainment.com and/or www.StreetJamTV.com that is provided over the Internet using an XML feed and an associated audio file so that the audio file may be downloaded and played from a user's computer or transferred to a portable listening device. Certain software and hardware is required for users to download and play Podcasts. Our Podcasts are protected by United States Federal and State laws, and applicable foreign laws, regulations and treaties, and all rights in and to the Podcasts are reserved to StreetJam TV or the content provider. Our Podcasts are available for personal, noncommercial use only and you may download, copy and/or transfer to a portable listening device or a computer that we Podcast for your personal, noncommercial use only. You must not nor will you allow any third party to reproduce, modify, create derivative works of, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party, or otherwise use any of our Podcasts except as expressly authorized in this Section. You also may link to our Podcasts from your web site, weblog, or similar application, as long as the linking does not (a) suggest that StreetJam TV promotes or endorses any third party's causes, ideas, websites, products or services, or (b) use the StreetJam TV and/or web site content for inappropriate or commercial purposes, or (c) otherwise violate this Agreement. StreetJam TV and our web site reserve the right to discontinue providing our Podcasts and to terminate your subscription and/or access to or use of the StreetJam / web site Podcasts, or any content contained in our web site Podcasts, at any time for any reason. By your access to and use of StreetJam TV / web site Podcasts, you understand, acknowledge and agree that StreetJam TV and its web site does not warrant that its Podcasting service will operate on all user equipment.. Please see our "Disclaimer and Limitations of Liability" section for further details.

11. MODIFICATIONS.

We reserve the right, at any time and from time to time, for any reason in our sole discretion, to change the terms of this Agreement. We will post or display notices of material changes on the web site and we may also e-mail you about these changes. Once we post them on the web site, these changes become effective immediately and if you use the web site after they become effective it will signify your agreement to be bound by the changes. You should check back frequently and review the terms and conditions of this Agreement regularly so you are aware of the most current rights and obligations that apply to you and the terms and conditions of your agreement with us.

12. OWNERSHIP OF INTELLECTUAL PROPERTY.

The contents of this web site, including all site software, design, text, images, photographs, illustrations, audio and video material, artwork, graphic material, databases, proprietary information and all copyrightable or otherwise legally protectable elements of the site, including without limitation, the selection, sequence and arrangements of items, and all trademarks, service marks, trade names, patents and patent pendings (individually and/or collectively, "Material"), are the sole property of the Parent Companies, and their subsidiaries, affiliates, licensors, suppliers, operational service providers, advertisers, promotional partners, or sponsors and are legally protected, without limitation, under U.S. Federal and State, as well as applicable foreign laws, regulations and treaties. Unless the context clearly requires otherwise or we explicitly say so in writing, the term "site" includes "Material" as well. You must not alter, delete or conceal any copyright or other notices contained on the web site, including notices on any material you download, transmit, display, print or reproduced from the website. You shall not, nor will you allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including without limitation on or via a third party web site), or otherwise use, any Material without the express prior written consent of StreetJam TV or its owner if StreetJam TV is not the owner. Any unauthorized or prohibited use of any Material may subject you to civil liability, criminal prosecution, or both, under applicable federal, state and local laws. We require users to respect our copyrights, trademarks, and other intellectual property rights. We likewise respect the intellectual property of others. On notice, we will act expeditiously to remove content on the web site that infringes the copyright rights of others and will disable the access to the site and its services of anyone who uses them to repeatedly infringe the intellectual property rights of others.

We take protection of copyrights, both our own and others, very seriously. We therefore employ multiple measures to prevent copyright infringement over this site and to promptly end any infringement that might occur.

13. TALENT RELEASE.

Whereas, the user wishes to upload media on and for STREETJAM TV and/or its web sites. The User will present User Content and the User hereby grants his/her consent and the absolute right to STREETJAM TV and its web sites, Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates to copyright and/or publish, produce, duplicate, broadcast, release and distribute any audio, video performance, media, interview, photograph, image, likeness, &/or voice of User in which may be included in whole or in part or composite or distorted in composite form, in conjunction with the User's name or reproduction thereof in color or otherwise, made through any media at its studios, or elsewhere for art, advertising, promotions, trade, electronic media and internet usage, mobile cell phone usage or any other lawful purpose whatsoever. The User hereby waives any right that he/she may have to inspect and/or approve the finished product or the advertising, broadcast, podcast, mobile cell phone broadcast and/or streamed web site copy that may be used in connection therewith or the use to which it may be applied. The user hereby releases, discharges, and agrees to save STREETJAM TV/ its web sites, Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates harmless from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, that may be produced in the taking of said audio/video/photographic pictures, or in any processing tending toward the completion of the finished product. In addition, such audio/ video/ photographic media / recordings are the sole property of STREETJAM TV and its web sites to view, copy, release, broadcast &/or distribute for use.

14. INDEMNIFICATION.

Your indemnification obligations under the Audition Form and Talent Release Agreement include, without limitation, any third party claims arising from, related to or caused by your User Content, the submission of User Content and/or in any way associated with this Agreement, StreetJam TV, www.ShopStreetJam.com, www.FirstPowerEntertainment.com and www.StreetJamTV.com and/or the Site.

15. DISCLAIMERS AND LIMITATION OF LIABILITY.

The User Content Submission Features are provided "as is" with no warranties of any kind, express or implied and your use of the User Content Submission Features is at your own risk. You are solely responsible for your User Content, the representations and obligations under this Agreement and for any damages to your computer system or loss of data resulting from your use of the web site or User Content Submission Features. StreetJam TV expressly disclaims any and all warranties, including without limitation, warranties concerning access to an/or the availability, accuracy, usefulness and/or security of the web site or User Content Submission Features, any content, material, software, information, data, software capabilities made available to you, resources, facilities, products and/or services, and warranties of title, non-infringement, merchantability or fitness for a particular purpose or that the User Content Submission Features are maintained on servers in the United States intended for users and use of the User Content Submission Features that are not restricted or prohibited by law or regulation. StreetJam TV disclaims all liability for any use not specifically authorized or that is in violation of this Agreement or the laws or regulations that may apply to you in any jurisdiction or country. StreetJam TV expressly disclaims all liability for any and all damages, whether direct, consequential, special, indirect, exemplary or punitive damages, howsoever arising or caused, whether foreseeable or not, regardless of the form of action or the basis or characterization of the claim an even if advised of the possibility of damages.

The Talent Audition Form, Talent Release Agreement and the Terms of Use and Content Submission incorporating this Agreement, are the entire Agreements between you and StreetJam

TV, its Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates relating to StreetJam TV and web sites, and also the terms and conditions, Talent Audition Registration Form, Talent Release, User Content, User Submission and your use of the User Content Submission Features and supercedes any prior or inconsistent agreements. StreetJam TV may terminate this Agreement with you and your right to use the User Content Submission Features at any time without notice to you.

16. CONTENT SUBMISSION TERMS AND CONDITIONS AGREEMENT-WEBS.

a. Terms of Service Effective Date: September 1, 2008 Webs is a private service which provides free site building tools and free web hosting. Webs reserves the right to cancel any account for any reason or no reason at all. Webs reserves the right to change the terms and conditions at any time. Webs users are entirely liable for all activities conducted through their account. The following rules apply while using Webs services: 1. You agree to not use your account to upload, post, transmit, or otherwise make available the following types of content which are strictly prohibited and may lead to your account and membership being revoked:

- i. Adult or Pornographic related
- ii. Hate, Bigotry, and/or Intolerance
- iii. Warez or Software Piracy related
- iv. Music Piracy Related
- v. Hacking Related
- vi. Making available copyrighted software which has been "cracked" (e.g., copyright protection for the software has been removed)
- vii. Making available serial numbers for software which can be used to illegally validate or register software.
- viii. Making available tools which can be used for no purpose other than "cracking" software.
- ix. Spamming to promote your website
- x. Anything related to illegal activity

b. Additionally, you agree not to:

- i. "Stalk" or otherwise harass anyone
- ii. Use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data - except for Internet search engines (e.g. Google) and non-commercial public archives (e.g. archive.org) that comply with our robots.txt file, or "well-behaved" web services/RSS/Atom clients. We reserve the right to define what we mean by "well-behaved"
- iii. Post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable burden on our infrastructure
- iv. Attempt to gain unauthorized access to Webs computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Webs Platform
- v. Develop, invoke, or utilize any code to disrupt, diminish the quality of, interfere with the performance of, or impair the functionality of the Webs Platform

c. You and any person who has access to your account must evaluate, and bear the risk associated with, the accuracy, completeness or usefulness of any Content. Webs reserves the right to remove Content which is deemed in Webs sole discretion harmful, offensive, or otherwise in violation of the Rules or any rules or policies Webs has in place at the time. You or Webs may terminate your Account at any time for any reason. To remove your Webs site and account, sign in and visit your Profile. From there you can edit your account or remove it.

d. You or Webs may terminate your Account at any time for any reason. To remove your Webs site and account, sign in and visit your Profile. From there you can edit your account or remove it.

e. STREETJAM TV & THE WEBS SERVICE IS PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” WITH NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, Webs DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, THE IMPLIED CONDITION OF SATISFACTORY QUALITY AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. YOU ACKNOWLEDGE THAT IF YOU RELY ON ANY INFORMATION OR CONTENT ON THE SERVICE, YOU DO SO SOLELY AT YOUR OWN RISK.

f. StreetJam TV and/or Webs will not be liable for any of its services. We have the right to cancel our service at any time, and we will not be liable for any files that are lost and/or corrupted which may occur (including, for example, from a system crash, security breach, or hard disk failure). To the full extent permissible under the applicable law, Webs shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use Webs services. You agree, at your own expense, to indemnify, defend and hold harmless Webs and its affiliates, officers, directors, employees, consultants, agents, suppliers and licensors from and against any and all third party claims, liability, damages, losses and/or costs (including but not limited to reasonable attorneys’ fees) arising from or relating to: (a) your failure to comply with these terms of use; (b) your infringement or violation of any intellectual property or other right of a third party; or (c) your violation of any applicable law.

g. These terms of use shall be governed by and construed in accordance with the laws of the State of Maryland. Both parties submit to the personal jurisdiction in Maryland. These Terms of Use constitute the entire agreement between you and Webs with respect to the Service. You acknowledge and agree that you have read and understand the provisions of these terms of use. By using this site, you consent to the terms of use described herein, including any updates. Webs reserves the right to vary these terms of use from time to time and will update the “Effective Date” section above when such changes are made.

17. MINORS AND PARENTS.

The Parent /Guardian confirms that he/she is the Legal Parent &/or Legal Guardian and has submitted User Content on behalf of the child to the web sites and that they understand and agree with all of the terms and conditions of this Agreement.

18. JURISDICTION.

This agreement has been entered into in the State of Maryland, and the validity, construction and legal effect of this agreement and any all extensions and/or modifications thereof, shall be governed by the laws of the State of Maryland. The Entertainer and Company hereby consent and submit to the jurisdiction and venue of the State of Maryland for the adjudication of any dispute between the Entertainer and the Company arising out of or relating to this agreement or the alleged breach hereof, and Entertainer further agrees that process of such court in the State of Maryland in connection with the adjudication of any such dispute may be served upon the Entertainer &/or Company by Certified or Registered mail directed to the addresses set forth above (or any future address). Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of Maryland or the jurisdiction in which such action or proceeding may be commenced.

19. VALIDITY OF THIS AGREEMENT.

Should any portion of this entire Agreement be found to be invalid or unenforceable, it shall not effect the remainder of this Agreement.

20. LIABILITY OF THIS AGREEMENT.

In consideration of the terms and obligations of this Agreement, the User hereto sets his/her hands by electronically “submitting” to the Terms and Conditions of this Agreement and agrees to

be personally, jointly and severally liable for the terms and conditions of this Agreement.

IN WITNESS WHEREOF, THIS AGREEMENT correctly reflects that upon pressing or clicking the "Submit" button, the User understands and agrees to abide by all of terms and conditions of this Agreement. In addition, this Agreement cannot be modified or amended unless it is done so in writing by a Corporate Representative of StreetJam Television and First Power Entertainment Group and that the User(s) have executed this Agreement on the time, date and year that it is hereby electronically submitted.

This **Terms of Use and Content Submission Agreement** was last modified on January 23, 2010, and February 28, 2012 and is effective immediately.