

## Terms of Service - Users

Thank you for choosing musical catalog 4z.  
Be Welcome!

### 1- Acceptance of service terms;

This is a contract between you, in this act also named the "User" and the company 4z serviços ltda. Sometimes we refer to 4z serviços ltda as, "4z services", "musical catalogue 4z", "4z", "we", "us" or "our".

4z supplies the "User", under license of 4z serviços ltda, under the following Terms of the Service, that may be from time to time be modified by 4z without any previous advise, a buying service of digital files, via download.

When using our service, the "User" is aware that he is submitted to any manual or applicable rule to such service available or not at the moment. All the using rules to service are, in this act, integrated to the terms of service as well as to the copyrights terms.

The Terms of the Service, that we will refer as "Terms of Service", shall be from time to time up to date or be modified by 4z serviços ltda. Any add or modification to the Terms of Service will be subject to section 11, below. The "User" will be able to review the most recent version of the "Terms of Service" at any time, accessing:

[http://www.4z.com.br/En/termos\\_servico.aspx](http://www.4z.com.br/En/termos_servico.aspx)

As informed, they constitute integrant part of the "Terms of Service": the terms and conditions contained in this document, the copyrights terms of and any rules or politics on date that may be published, from time to time, by 4z services, applicable to the service (or to any other service that comes to be supplied by 4z services ltda in future).

By clicking "I Agree" and using any Service, the "User" point that he read and agreed, even tacitly, with the latest version of the Terms of Service and the "User" will automatically be linked to the rules contained therein.

Please observe that we do not offer guarantees for transmission, in accordance to the provisions in sections 2 and 10. The contract also limits our responsibility. These terms are set in sections 20, 21 and 22 and need to be carefully read.

### 2 - Description of service;

We supply our users a buying system of musics in digital files, via download. For recorded musics we use mp3 format and for scores, in this act named as printed material, the digital formats (\*.mus and/or \*.pdf) the one available for the printed.

The "User", after his cadastre and confirmation of his payment, shall have an available area named here, virtual office, to report his personal cadastre, his credits and remaining balance. After purchasing the credits and selection of the digital files, the "User" will download. Otherwise, contact us by the following email address:

[download@4z.com.br](mailto:download@4z.com.br)

Any new resource increasing or improving the now available service, including new artist's launchings in the musical Catalogue 4z, will be automatically subject to the Terms of Service.

The "User" is aware and agrees that the Service is supplied in its own defined shape, allowing not the "User" to personalize the area supplied by 4z. To succeed a good performance, the "User" will, by himself, access to " World Wide Web ", even directly or through devices to access the existing content in 4z's site, paying the values charged by his access supplier, if necessary, and providing all the required equipment to effect his connection to the World Wide Web, including computer, modem or another device of access. It is clearly understood that 4z services does not supply any sort of access service and/or connection to the World Wide Web.

4z will strain the best efforts to assure the best possible service running. However, foreign problems to the will of 4z may disable the transmission and/or publication, such as:

- judicial determination order, state of site, fall of local, national and/or international energy, fall of transmission towers, interruption of the internet service national or international, fire, natural disasters, wars, riots and technical problems of provider's responsibility.

Musical catalogue site coming back to exhibition as soon as normal technical conditions returns.

Any modification to the service terms will be in accordance to the provisions of section 11 of this act.

3- The "User" duties for registration;

Considering the use of the Service, the "User" agrees to:

- (a) To provide true, accurate, update, current and complete information about himself at the moment of the inscription into the specific form ("Registration Information") to access the Service;

- (b) Maintain and promptly update these information, to keep it true, accurate, current and complete.

The musical catalogue 4z will be in the right to suspend or cancel immediately, regardless notification, the "User" account and refuse any and all use, present or future, or any part thereof if the "User" provides any untrue, inaccurate, not current or incomplete information or if the 4z has reasonable grounds to suspect these information.

The musical catalog 4z is concerned about the safety and privacy of all its users and respects the copyrights of all its advertisers. Our service aims to attract a large audience. According to the applicable legislation to children and adolescents, it is upon the responsibility of parents to determine whether the use of the service and/or content is appropriate, becoming them the only responsables for the use of acquired files.

I - The provision of false information or using third party information represents a statement crime in Brazilian penal code. If any damage or injury to third parties or to musical catalogue 4z arise due to 'User' illegal conduct, he will be compelled to answer for losses, damages and be subject to all penalties imposed by law. In this case the musical catalogue 4z reserves the right to cancel the service provided to the 'User',

when the musical catalogue 4z has knowledge of falsity or bad faith employed, avoiding his return to the service provided by the musical catalogue 4z.

II - In case of judicial actions against the musical catalogue 4z due to acts committed by the 'User', thereby the musical catalogue 4z exercising his right of return charges the 'User' to recover all judicial costs spent.

#### 4- Respects to copyrights;

The musical catalog 4z respects the intellectual property of composers and musicians, and ensures that all the material provided and/or exhibited in its electronic site is previously authorized. We demand our users to respect the copyright, not producing copies and/or transmissions by any way of the provided material in our electronic site. The musical catalogue 4z may, in accordance to the terms of service, and in the appropriate circumstances, disable or terminate without previous notice, the accounts of users who disrespect the intellectual property rights of third parties.

4z enables its users, who buy the digital files, to keep on their personal computer 1 (one) copy for PRIVATE USE without any aim of direct or indirect profit, as **§4 of Article 184** Brazilian Penal Code. Other sorts of use, such as reproduction, modification, distribution, transmission or display in other sites or other existing way or that are to be invented, are **PROHIBITED**. Except under previous authorization of their authors.

It is clear that the "User" will respond to any effected claim.

#### 5- Internet Access service;

The user is aware, as provided in section 2 above, that our service does not include Internet access, here referred as World Wide Web, therefore the user is responsible to pay the fees charged by the provider of Internet access. Such fees are apart from fees paid to our service.

#### 6- Support;

The support provided to the "User" is given only and exclusively to the service provided by 4z as information upon the using of the virtual office and not effected downloads.

The means of communication between the user and 4z, to this purpose, will be electronic. It is clear that 4z does not provide service to access the Internet as well as e-mail accounts, the "User" must use its own e-mail. The 4z services will answer to all e-mails in the shortest possible time.

#### 7- User account, password, security and credits;

At the end of the registration process, the "User" must choose a password and identification, and will be fully responsible to maintain the privacy of his password and identification as well as for all activities occurring under his password and / or identification. The "User" agrees to:

(a) Immediately notify 4z services ltda (according to the item III below) about any unauthorized use of your password or account or any security breakdown of your knowledge;

(b) Run out "User" account at the end of each session. Insuring you no access by unauthorized third parties. The musical catalog 4z shall not be responsible for any loss or damage resulting disregard to the disposed in this clause by the User.

I- When you are allowed to use the service;

You may start using the service as soon as you have finished the sign-up process and payment confirmation. No withdrawal right or other "cooling off" period applies to the service and you waive any applicable "cooling off" period, except if the law requires a "cooling off" period despite your waiver and even when a service starts right away.

II- How use the service;

Using the service, you will:

- Obey the Law;
- Obey any codes of conduct or other notices we provide;
- Keep your service account password secret and promptly notify us if you suspect a security breach related to the service.

III- You are responsible for your service account;

Only you can use your service. You are responsible for all activities under the account of the service. You can not allow any third party to access and/or use the service on behalf of you.

IV- Update your account;

The user may from time to time update its account by changing e-mail contact, login and password, having disponsible the asked login.

V- No other beneficiaries;

User may not transfer this contract, or any part thereof, to a third part. Any attempt to do so is void. User will not transfer to any person, temporarily or permanently, any rights to the use of the service or any part of it.

§1- This contract and its benefits are exclusive to the registered "User". With no benefits to any other person, except to his allowed successors.

VI- Canceling the service;

The User may terminate his contract at any time, without extra charges to both sides. Being clear and understood that the "User" declare be aware of the conditions provided in section 16 below.

I- If the “User” cancel his contract, the 4z reserves a period of up to 72 (seventy two) hours to effect it, without any extra charges.

The musical catalog 4z has the right to suspend and/or terminate the “User” access area from its electronic site due to non-compliance of section 4 or no use the service within 90 (ninety) current days. The 4z services, shall collect if there is, any existing residue coming from operations carried by the user in its virtual office. This residue will be used to refund the operational costs.

#### VII- Credits

The “User” expressly agrees that the musical catalogue 4z set that the currency circulating in its electronic site is named “credits”.

The musical catalogue 4z reserves the right to change from time to time the credit value, being its users and advertisers notified through electronic address:

[http://www.4z.com.br/En/Loja\\_mp3.aspx](http://www.4z.com.br/En/Loja_mp3.aspx)

All our “Users” and advertisers understand and agree that will be informed about eventual adjustment for credit value through e-mail, but, in case of no e-mail reception, this notification should be checked periodically at the above address or in their login board.

The “User” understands and agrees that all his payments are exchanged into “credits” in accordance to “credits” values defined by 4z.

#### VIII- Stated period of use;

The referring “credits” paid by the user begins after confirmation of payment. It does not define a stated period to use the “credits”, henceforth the “User” use his account regularly. As described in item VI of section 7, the credits will be blocked and considered inactive, from 90 (ninety) current days to be counted, from the last use.

After this period the “User” shall receive a warning about the inactivity of its account and the amount of “credits”. The “User” should reactivate its account to keep using the service.

If the “User” does not use again his account in a delay of 30 (thirty) days, after the warning, the 4z services ltda can cancel its account and use the remaining “credits” to refund the operational costs of “User” account maintenance.

I- The club option is a subscription lasting 30 days. Afterwards, a new obligatory payment is required to continue using this option.

#### 8 – User discipline;

The “User” acknowledges and agrees that all files purchased will be under the full responsibility of the user and not allowed to be reproduced, modified, distributed, transmitted or displayed on other sites or other existing means or that to be invented in accordance to section 4 above. This means that each User, and never the 4z, is entirely responsible for all Content transmitted to a server, displayed, emailed or otherwise turn available. The musical catalogue 4z does not control the already available content to users.

It is FORBIDDEN to the “User”:

Transmit, display, send, or other form turn available all Content purchased in 4z eletronic site. The “User” can not assume ("personality"), physical or legal, including, but not limited to, as representant of musical catalogue 4z, or declaring himself or falsely introduce himself as a member of any entity, or any other way manipulate identifiers in order to disguise the origin of any Content purchased from 4z site; The “User” CAN NOT turn available, advertise, send, transmit, or otherwise turns available any Content distributed, published or promoted in the 4z electronic site, without having the right to do so under the law, by force of the contract or previously authorized by their authors or legal responsables.

The 4z does not allow any of his users to effect any sort of advertising or any unsolicited and/or unauthorized promotional material, such as unsolicited messages (known as "junk mail" or "spam"), chain letters, pyramid schemes or any other form of solicitation.

The user can not interfere with or disrupt the Service, the networks or servers connected to the Service, obtain or attempt to gain unauthorized access to other systems or networks of computers connected to the Service, or disobey to any rule, procedure, policy or regulation of networks or systems connected to the Service; intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by Brazil federative republic. Spy or, in any way, harass third parties; Obtain or store personal data about other users, including, but not limited to, financial information. Without any limit to the provided above, the musical catalogue 4z and its representants shall be in right to withdraw out the Service to any user who violates the Terms of Service. The “User” agrees that he must pre-evaluate and endorse all risks resulting from the use of any Content, exhibited in the 4z electronic site and also any other information available at any other part of the service by relying on any Content is correct, complete or useful. The “User” agrees that 4z services shall preserve the ‘User’ information, but also may allow access to such information under the law determination or, in good faith, believing that, the preservation or disclose is necessary:

- (a) To protect the rights, property and/or interests of musical catalogue 4z and/or all public;
- (b) To respond complaints of thirds rights violations;
- (c) To enforce the Terms of Service;
- (d) To comply the law or respond to legal petitions or legal proceedings.

I- We use the technology or other means to protect our users and thirds rights therefore avoiding any violation to this contract.

The “User” agrees that the technical process and transmissions through the Service, may involve:

- (a) Transmissions through several networks;
- (b) Modifications to reach or to adapt technical network requirements of connection or devices.

In this act, the “User” expressly authorizes such technical transmission process in order to comply the applicable laws and/or the rules of his residencial country.

9 - Prohibitions to resale the service (or purchased material);

The “User” is aware that the reproduction, modification, distribution, publication, transmission, exhibition of the material distributed and turned available in the musical catalogue 4z in other sites and/or other existing means or that to be invented are PROHIBITED. Except under permission of their authors. All content, images and/or photos, drawings, logos, titles, pseudonyms, names, text, phonograms and scores displayed in the page(s) of musical catalogue 4z are protected by law, and the purchasing is upon his own risk, being responsible for any third parties claims and/or charges.

10 - General Practice of use and storage;

The “User” acknowledges that 4z services, may establish, upon its exclusive discretion, general practices and limits for the Service use, including, but not limited to:

- The number of effected downloads;
- The maximum period of account inactivity;
- The maximum amount of effected downloads in a single day;
- Access the account on more than one computer simultaneously;
- The maximum number of times (and the maximum duration for each of them) that the “User” shall access the Service in a defined period.

The “User” understands and agrees that the musical catalogue 4z does not assume any responsibility for the deletion or failure of the transmission of the content purchased through the Service. Also, the “User” agrees that 4z services reserves the right to disable the account that are inactive for a certain period of time. The “User” also agrees that 4z services can change these general practices and limits at any time, on its exclusive discretion with or without any notice.

I – In case of exclusion cases or failure in the transmission of the Content refer to section 2 above.

11 – Modifications to the service;

We can modify the service or delete resources at any time and for any reason, being the “User” warned at least 30 (thirty) days in advance before such modifications applied. If you do not agree with these modifications, you must cancel and stop using the service before such amendments are in force. If the ‘User’ doesn’t interrupt the use of the service before the validity of modifications the use of service will be continued in accordance to the amended. We may also cancel or suspend the service at any time. Our cancellation or suspension may occur, respecting the deadline above. Cancelling the service, the “User” rights to purchase new credits will be consequently interrupted. When the service is cancelled or suspended, shall not be allowed new “Users” inscriptions. Our service cancellation does not modify the “User” obligation to pay all the charges relative to his account. In case of any cancellation of ours without reason,

the “User” will be refund of his effected payment relating to credits acquisition, preceding the cancellation, in a pro-rata basis.

#### 12 - Termination;

The “User” understands and agrees that musical catalogue 4z, on its exclusive discretion, may terminate his password, or part of his account or use of the Service, including, but not limited to, lack of use or if 4z services suspect that the “User” is violating or acting in a contrary manner to the letter and spirit of the Terms of Service. The “User” agrees that the termination of his access to the Service, for any reason contained in the Terms of Service, can occur without previous notification and acknowledge and agrees that 4z services can disable or delete his account and all information and data in his account and/or block the access to such files or the Service.

#### 13 - Indemnities payments;

The “User” agrees to indemnify and exempt the musical catalogue 4z, directors, employees, partners and advertisers who produce their brands and/or artistic work with musical catalogue 4z, for any losses or damages that may be required, including court costs and attorneys payments due to the Content submitted by the “User” and/or purchased or available in the Service, the use of the Service by the “User”, the connection to the Service, the violation of the Terms of Service or the violation of any Law.

#### 14 - Payments;

When opening an account of credits, the “User” will inform the way of his payment. The method of payment must be previously approved. Under your authorization we will charge you the service, applying your own method or charge you by any other means paid for the service upon your option or using during the delay of the contract. You must pay the fees for the service in advance. Small differences may appear between the amount compared to what approved, when the difference is consistent, we inform you the value and time for cashing at least 10 days in advance of expiration. Moreover, the fee may be charged in accordance with the approved and, any difference will be notified by us in advance. In case of your not *accusing* the contract, we are in right to renew it automatically and charge the renewal terms. You must keep up to date all information of your credits account. The “User” can access his credits account in his virtual office, supplied after payment confirmation, in which the “User” can effect changes regarding his account, and can change the method of payment at any time. If the “User” requests the blocking of his credits, we may then cancel the service. However the notification will not alter the credits already purchased or its balance.

#### 15 - Prices and increasings;

The service price excludes taxes and phone tariffs, unless contrarily defined. The ‘User’ assume all taxes he is obliged to pay or claimed, as well as to the payments of other costs (for example, the phone account). *The delay of discharge the exchange is based upon your contract with provider’s method of payment.* We can change the price periodically, for this occurrence, the “User” will be notified. In case of any spcific time and price for the service, then the price remain valid within this period. At the end of

this period, the service will be charged with an actual value. For any modifications of ours to the service for a periodic basis (ex. Monthly) without any ending of time, you will be informed in day for any price modification. This date shall be not shorter than 30 days after you have been notified of the change in price. If you do not agree with these changes, you must cancel and stop using the service before the amendments are in force. If you cancel your service, it will be terminated at the end of the current period of this time, or if the charge is held regularly, it will be cancelled at the end of the period that you asked for.

#### 16 – Refund policy;

Unless otherwise established by law or in relation to any specific provision of service, all fees are non-refundable, eventually occurring this case, the costs for any refund will always paid by the “User”. Any payment due to the “User”, related to the service or by credit residue, will be conditioned to the fact that the “User” promptly provide the necessary information to remit such payment (for example, details of the bank account to receive the same). We will do all reasonable efforts to inform what informations needed in advance to the use of applicable service. However if any lack of our, the ‘User’ must provide the requested information before access the right to income the residue of his credits and payments. The “User” is the responsible for the accuracy of the provided information and for all result charges to be refunded. Moreover, he must be able to some other conditions to be entitled to receive the residue. If accidentally you receive an undue payment to you, we demand to reverse this payment, so the “User” will cooperate with our efforts to clear such situation.

The “User” agrees that the minimum amount to refund the residue of his credits will be from BRL 5.00 (five reais). This amount will be deposited on account informed by the “User”.

#### 17 – Specific restrictions for use (transmission of purchased material / by any existing means or that to be invented)

Recognising the global extension of the Internet, the “User” agrees to comply with any other local law ruling the ‘User’ behaviour in the network and the contents in the musical catalogue 4z. More the less, the ‘User’ agrees to comply with anyu laws related to transmission of technical datas from Brazil or ‘User’ residential country or any where internet access. The ‘User’ agrees to comply to any copyright legislation and brazilian similar laws, from his residential country or from any where internet access. As provided in section 4 above and in copyright terms also provided in the musical catalogue 4z.

#### 18 - Connections ("links");

All our advertisers as well musicians, tradings, professionals should provide "links" to other sites of the World Wide Web or other resources. As the musical catalogue 4z has no control over such sites or external resources, the “User” acknowledges and agrees that 4z ltda services is not responsible for their availability of the same and does not endorse or keep responsibility for any content, advertising, products, services or other materials contained and/or available by such sites or resources. The “User” expressly acknowledges that the 4z ltda services is not responsible, directly or indirectly, for any loss and damage that are effective or allegedly caused by or in connection to the

confidence entrusted in such content, goods or services available on or through such sites or resources.

I – the musical catalogue 4z may contain, eventually, access links to partners and/or affiliated sites. If ‘user’ enter in another site, the legal relationship resulting therefrom does not include the musical catalogue 4z, involving only the ‘user’ and the accessed site.

19 - Intellectual property rights of musical catalogue 4z and others;

The “User” acknowledges and agrees that the Service as well any other necessary software used in connection with the Service ("Software") contain confidential information in accordance to the Intellectual Property Program of Computer law and equal rules.

The “User” acknowledges and agrees that all the Contents contained by our advertisers and all information provided to the “User” through the Service are protected by copyrights, trademarks, patents and intellectual property rights and whatever legislation. Except as expressly authorized by 4z or by our advertisers, the “User” agrees not to modify, rent, sell, distribute or create derivative works beyond of the offered by the Service or the Software, by all or in parts.

The 4z services offered to the ‘User’ a personnel license not transferable and non exclusive to use the offered content on a single personnel computer. The license now acquired does not permit the “User”, to allow thirds copies, modify, create derivative works to sale, consig, sub permits, concede a guarantee or transfer any right related to the Content. It is not allowed to the ‘User’ or to thirds reverse engineering or disassembly the Software or any act to find out its code. The ‘User’ also will not modify the files and software in any manner or use modified versions of the Software including, without limitation, for the purpose of obtaining unauthorized access to the Service. The “User” also will not access the Service by any means wich are not the interface provided by musical catalogue 4z to access the Service.

The “User” informs to be aware of the provisions of section 8 (User's conduct) and section 4 (policy of copyrights respect) therefore will be inquired for any claims by thirds.

20 - Limited Warranty;

The User expressly agrees and acknowledges that:

A. The Service is used under the full risk of the User. The Service is provided to the User the way is available. The musical catalogue 4z, due to restrictions above mentioned to the ‘User’, doesn’t guarantees others beyond the established in terms of service. The musical catalogue 4z has the right to not provide assistance or technical support to users of the service and software.

B. The musical catalogue 4z does not guarantee that:

(I) certain available works will answer the ‘User’ needs;

(II) that the Service will be provided on a continuous, suitable, secure or free from errors;

- (III) that the result obtained by the use of the Service will be accurate or reliable;
- (IV) that the quality of files acquired by the User through the Service will serve to his expectations;
- (V) that any errors will be corrected.
- (VI) that the authorized copy by law as established in section 4, satisfy the 'User' quality expectation.

#### 21 - Liability limits;

The "User" expressly agrees and acknowledges that 4z services will not have any liability, contracted or not, any patrimonial or moral damages, including without any limitation, damages to loss of earnings, loss of commercial fund or other information or intangible losses resulting from:

- (I) use or inability to use the Service;
- (II) costs of acquisition of goods or services to access the World Wide Web;
- (III) access to links and/or other resources informed by advertisers of the musical catalogue 4z;
- (IV) unauthorized access to transmissions or "User" information as well as amendments of these;
- (V) instructions or conducts by thirds upon the Service;
- (VI) for reasons of force majeure or foreseeable circumstances and practiced acts by the "User".

#### 22 - Exclusions and limits;

Some jurisdictions doesn't permit the exclusion of certain warranties or the limitation or exclusion of liability for incidental damages or consequences. Thus, the limitations established in sections 20 and 21 above may not apply to the "User" who does not resides in Brazil.

#### 23 - Notices;

We sign the commitment to send any information concerned to the service and we reserve the right to provide specific additional information. Some other information related to the service that should be sent to you under Law. We retain the right to send them via e-mail. We will provide you the necessary information:

- Via e-mail at the specified address on time of your inscription;
- Through an access link in the site of musical catalogue 4z, designated in a notice by e-mail sent to you when such information is available;

The notices provided to you by e-mail shall be considered given and received in the transmission date of this e-mail. You have the right to withdraw such consent. If you do not agree to receive notices in electronic form, you must provide us an address of contact.

I- It is clear and understood that all expenses relating to correspondences will be charged to the "User" upon his balance of credits.

II- Not having any sufficient sold to overcome the post fees then the 'User' shall be informed when sufficient credits appears.

III- Your notice should be addressed to us as indicated in section 31. We do not accept notices by e-mail.

24 – Trademark information;

All brands used in 4z services electronic site are protected by copyrights and being them property of 4z or its advertisers.

25 - General Provisions;

The Terms of Service constitute the entire agreement between the "User" and musical catalogue 4z and govern the use of the Service by the "User", substitute any previous agreement between the "User" and 4z. The "User" also shall be subject to additional terms and conditions when using the service of the site 4z ltd, sited in Brazil or from affiliated sites in other countries or when accessing the content or third part software. Brazil federative republic laws will prevail over the Terms of Service and the relationship between the "User" and 4z without regard to any providence for conflict of laws. The "User" and musical catalogue 4z agree to submit to the one and exclusive jurisdiction of the courts located in Brazil.

To any impediment to the terms of service, 4z will not be appointed as a waiver of such rights or provision and never admit novation. If any provision of the Terms of Service is held invalid by a competent court, as provided in section 27, the parties nevertheless agree that the following Terms of Service shall be interpreted in such a way to respect the original accorded by the parties, and any other devices of the Terms of Service remain in full force and effect. The "User" agrees that in despite of any other provision or other opposite law, all claim or reclaim consequent or related to the use of the Service or the Terms of Service must be filed within 1 (one) year after the claim or the demand. All and any third part who wish to access "Users" information from the musical catalogue 4z located under the [www.4z.com.br](http://www.4z.com.br) address, or in any other country in which it is established, should get a court order from a competent Judge in Brazil or seek at Brazilian jurisdiction the legal means. Such titles and expressions never modify the nature of the Terms of Service. The "User" understands and expressly authorizes that the 4z services can use resources, such as, but not limited to, cookies, in order to provide better and/or more personalized service. The "User" has the right to access and mofify personal information. The "User" will obtain such access by electronic way.

The ethical and moral values of advertisers profiles are sustained by a combination of people and automatic systems of abuse detection. Established values violations can now be reported through "denounce" link on profiles.

The Excessive or Unreasonable use of 'denounce' link may lead to suspension of 'User' account. The musical catalogue 4z recommend the use of this tool, however, the exaggerated or unjustified use may be interpreted as a purely personal action against an advertiser, and not in order to inhibit illegal practices.

## 26 - Violations;

Please report us any violation of the terms of service to 4z customer service through e-mail:

[viol@4z.com.br](mailto:viol@4z.com.br)

## 27 - Interpreting the contract;

All sections of the terms of service apply to attain the maximum limit by Law. One court may decide that we can not impose a part of this contract as wrote. In this case, we will adapt the questioned part by closer terms to reach the intention that we can not impose. The following terms of this contract shall not be modified. This is the faithful agreement between the “User” and 4z services to the use of the service.

It replaces any previous contract or any statement regarding the use of the service. The titles of the contract does not limit the appliance of other equivalent terms.

## 28 - Attribution;

4z can assign this contract, entirely or in part, at any time, with or without notice. The “User” never assigns this contract, or any part thereof, to a third part. Any attempt to do so is void. The “User” never transfer to any other person, temporarily or permanently, any right to use the service or any part of it.

## 29 - Deadline for claims;

Any claim relating to this contract or to the service is submitted to a delay limit of one year. The period of one year starts from the date in which the claim is demanded for the first time. Exceeding this delay claims are permanently barred. This applies to the User and its successors. It also applies to us and our successors and assigns.

## 30 – Forum

To clear any disputes and controversies came to the terms of service, the parties elect the district court of Rio de Janeiro, in the state of Rio de Janeiro, Brazil. This agreement is governed by Brazilian laws and meet the Brazilian legal system, the general principles of law and international standards rules for electronic commerce. Being them fair and contracted, sign this contract by electronicall mean available at the following address:

[http://www.4z.com.br/En/termos\\_servico.aspx](http://www.4z.com.br/En/termos_servico.aspx)

## 31 – Contact

For eventual notices concerning the service and/or accuses, please contact:

Legal Consulting  
Rua Paulo Silva Araújo, 198  
20735-230  
Rio de Janeiro - RJ - Brasil