

Terms of service and access plan conditions E.4z +!

Hello! Thank you for chosen a new option to promote your career. The musical catalogue 4z is ready to share a long journey.

Keep the detailed plan description and which you are earning.

This is a contract between you, in this act also named the “advertiser” 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 to ‘advertiser’ under license of 4z serviços ltda, the following Terms of service and access plan conditions, the access plan to publish and to promote.

When using our service, the advertiser is aware that he is submitted to ever manual or applicable rule to such service available or not at the moment. All the rules of use of the service are, in this act, integrated to the terms of service and access plan conditions as well as to the copyrights terms.

The Terms of the Service and access plan conditions, that we start to relate as "Terms of Service", could from time to time be brought up to date or be modified by 4z serviços ltda.

Trial period

The musical catalogue 4z offers to its advertisers an initial free period of 7(seven) days to test its system. The advertiser agrees that the contract will be effected after this period.

I- the advertiser must cancel its login until deadline or in case of any disagreement with the system, terms of service or contract offered by musical catalogue 4z.

Access plan description;

Purchasing our plan, you introduce your presentation until 3 (three) languages: Portuguese, English and French. The advertiser, has an available area named here, virtual office, where the advertiser can manage his profile, change and include his register information, contact e-mail, login, password, includes pictures, texts and be informed about visits and payments.

Every time the musical catalogue site is load, one of our advertisers is shown in the “Enterprise in focus” or “Professional in focus” box.

The access plan has its own standard structure. The plan E.4z+! You have just bought, compound the following:

- Presentation page: Your introducing page format is divided in picture, title, presentation text and links (at the bottom);
- Photo: You can display on your page a photo until 100kb capacity, in one of the following formats, *. Jpg, *. Png, *. Bmp or *. Gif.

- **Title:** You have one available line in which you can include your denomination and/or your name. It uses arial font, size 12 pt. If your title exceed the paragraph, an abbreviation must be used;
- **Presentation text:** Your text should contain until 1500 (one thousand and five hundred) characters and will be formatted in Arial font.

Icons description, functions and other terms

Photos: box where you can upload until 6 (six) additional photos until 250kb each one and use one of the following formats; *. jpg, *. bmp or *. gif.

Videos: box where you can upload until 6 (six) videos links.

Contact page: The advertiser has a contact page which enable the reception of messages from catalogue users. It has the following available options:

- * Name: (user);
- * Title: (of the message, subject);
- * Free description: (message box);
- * E-mail: (user contact).

The advertiser is the one responsible for messages content that will be exchanged with other advertisers and/or users of musical catalogue 4z.

Within your personal access area you control your account, accessing important informations to manage your activities. Following your office details and functional description:

Registration: this option allows the advertiser to include or amend all its cadastral information. Following these available options:

- **Title:** This option allows the advertiser to type his title, naming him, for this option are available up to 22 (twenty two) characters;
- **Text –** box where the advertiser shall include or modify the displayed text in his own presentation page;
- **Presentation picture -** the advertiser has an available bar to type his presentation picture address. As provided in section *photo* above, image must be until 100kb of capacity.
- **Activity:** This option allows the advertiser to select his activity. If not available the advertiser must contact us;
- **E-mail:** This option allows the advertiser to type his e-mail. It is available until 255 (two hundred fifty five) characters. The e-mail provided by the advertiser will be used as his standart contact page e-mail;

- . Correspondence: The advertiser has 7 (seven) available boxes to type address, district, zip code, city, state and country.

In accordance to the terms of the Service, the advertiser agrees:

- (a) To provide true, accurate, update, current and complete informations about himself when the inscription in the specific form ("Registration Information") to access the Service;
- (b) Maintain and promptly update such informations, to keep them true, accurate, current and complete.

The musical catalogue 4z is in the right to suspend or cancel immediately regardless notification, the advertiser account and refuse any and all use, present or future, if the advertiser provides any untrue, inaccurate, not current or incomplete information or if the 4z has reasons to suspect these informations.

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 one responsables for the use of the service, acquired files and their distribution.

Statistics: The advertiser has an available box describing the visitors amount who access his page.

Login password:

Login is an identification you choose to access your virtual office. It is clearly understood that you can only use an available identification. Your identification contain a maximum of 50 (fifty) characters. It may be composed of letters and numbers.

Password is the office secret key of activation. It is clearly understood that your password is personal, non-transferable and that you are entirely responsible to maintain the confidentiality of it as well as login and all other activities that occurs under your password and/or login identification.

The Advertiser agrees:

- (a) Immediately notify musical catalogue 4z (according to the item I below) about any unauthorized use of your password or account or any other breach of security of your knowledge;
- (b) Run out advertiser's account at the end of each session. Assuring that it shall not be accessed by unauthorized third parties. The musical catalogue 4z shall not be liable for any loss or damage resulting disregard to the disposed in this clause by the advertiser.

I - You are responsible for account service.

You're the one to use the 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.

II – To use the service, you will:

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

Plans: In this option the advertiser accesses his payments confirmation. It has the following available options:

- Paid amount: In this option the advertiser has available the total plan rate and values of payments already effected.
- Plan time: in this option the advertiser has available the contract term signed and how long his association.

The advertiser understands and agrees that he must maintain all information current and updated. The advertiser can access his account on his virtual office, supplied after the payment confirmation, in which the advertiser can effect modifications to his account.

Log out: This is the available option to close your virtual office and lock its session.

Other terms of service for the access plan

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” or “advertiser” will respond to any effected claim.

Internet Access service:

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

Support:

The support provided to the advertiser 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 advertiser 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 advertiser must use its own e-mail. The 4z services will answer to all e-mails in the shortest possible time.

No other beneficiaries:

Advertiser may not transfer this contract, or any part thereof, to a third part. Any attempt to do so is void. Advertiser 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 advertiser. With no benefits to any other person, except to his allowed successors.

Advertiser conduct:

The advertiser understands and agrees with the *contract's single paragraph of clause 4th*. This means that the advertiser, 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.

The 4z does not allow any of his advertisers 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 advertiser 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 advertiser who violates the Terms of Service. The advertiser 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 advertiser agrees that 4z services shall preserve the 'advertiser' 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 “Advertiser” 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 “advertiser” expressly authorizes such technical transmission process in order to comply the applicable laws and/or the rules of his residencial country.

Prohibitions to resale the service (or material purchased):

The “advertiser” 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.

General Practice of use and storage:

The “advertiser” 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 “advertiser” shall access the Service in a defined period.

The “advertiser” 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 “advertiser” agrees that 4z services reserves the right to disable the account that are inactive for a certain period of time. The “advertiser” also

agrees that 4z services can change these general practices and limits at any time, on its exclusive discretion with or without any notice.

4z will strain all efforts to assure the best possible service running. However, some problems foreign to the will of 4z may disable the transmission and/or publication of advertiser's pages 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 *Modifications to service* of this act.

Modifications to service;

We can modify the service or delete resources at any time and for any reason, being the "advertiser" 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 'advertiser' 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 "advertiser" rights to purchase new credits will be consequently interrupted. When the service is cancelled or suspended, shall not be allowed new "advertisers" inscriptions. Our service cancellation does not modify the "advertiser" obligation to pay all the charges relative to his account. In case of any cancellation of ours without reason, the "advertiser" will be refund of his effected payment relating to credits acquisition, preceding the cancellation, in a pro-rata basis.

Termination;

The "advertiser" 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 "advertiser" is violating or acting in a contrary manner to the letter and spirit of the Terms of Service. The "advertiser" 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.

Indemnity payments;

The "advertiser" 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 “advertiser” and/or purchased or available in the Service, the use of the Service by the “advertiser”, the connection to the Service, the violation of the Terms of Service or the violation of any Law.

Payments;

By joining the plan to access the advertiser informs the method of payment. The method of payment must be previously approved. Under your authorization we charge you the use of service and by some other means of service by which you choose to sign up or use for the duration of this contract, through your chosen method of payment. You must pay the fees for the service in advance. Small differences may exist 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 account. The advertiser can access his account in his virtual office, supplied after payment confirmation, in which the advertiser can effect changes regarding his account. The advertiser can change the method of payment at any time. If the advertiser requests the blocking of his account, we may then cancel the service. However the notification will not alter the payments already made or its balance. The total plan value is set in clause 17 of the contract.

Prices and price increase;

The service price excludes taxes and phone tariffs, unless contrarily defined. The ‘advertiser’ 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 “advertiser” will be notified. In case of any specific 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.

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 “advertiser”. Any payment due to the “advertiser”, related to the service or by credit residue, will be conditioned to the fact that the “advertiser” 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 ‘advertiser’ must provide the requested information before access the right to income the residue of his credits and payments. The “advertiser” 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 “advertiser” will cooperate with our efforts to clear such situation. The “advertiser” 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 “advertiser”.

Credits:

The “advertiser” expressly agrees that the musical catalogue 4z set that the currency circulating in its eletronic 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 eletronic address:

http://www.4z.com.br/En/Loja_mp3.aspx

All our “users” and “advertisers” understand and agree that will be informed about eventuals 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 “advertiser” understands and agrees that all his payments are exchanged into “credits” in accordance to “credits” values defined by 4z.

Restrictions for specific use (transmission of material purchased / by any means existing or that to be invented);

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

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 “advertiser” 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 “advertiser” 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.

The advertiser endorses the “links” and/or information provided in his pages.

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 advertiser and the accessed site.

Intellectual property rights of music catalogue 4z and others;

The “advertiser” 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 “advertiser” acknowledges and agrees that all the Contents contained by our advertisers and all information provided to the “advertiser” 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 “advertiser” 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 ‘advertiser’ 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 “advertiser”, 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 ‘advertiser’ or to thirds reverse engineering or disassembly the Software or any act to find out its code. The ‘advertiser’ 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 “advertiser” also will not access the Service by any means wich are not the interface provided by musical catalogue 4z to access the Service.

I- The “advertiser” informs to be aware of the provisions of section *Advertiser conduct* and section *Respects to copyrights* therefore will be inquired for any claims by thirds.

Limited Warranty;

The advertiser expressly agrees and acknowledges that:

A. The Service is used under the full risk of the advertiser. The Service is provided to the advertiser the way is available. The musical catalogue 4z, due to restrictions above mentioned to the ‘advertiser’, 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 “advertiser” of the service and software.

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

(I) certain available works will answer the ‘advertiser’ 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 advertiser 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 *Respects to copyrights*, satisfy the ‘advertiser’ quality expectation.

Liability limits;

The “advertiser” 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 “advertiser” 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 “advertiser”.

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 *Limited Warranty* and *Liability limits* above may not apply to the “advertiser” who does not resides in Brazil.

Trademark information;

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

General Provisions;

The Terms of Service constitute the entire agreement between the “advertiser” and musical catalogue 4z and govern the use of the Service by the “advertiser”, substitute any previous agreement between the “advertiser” and 4z. The “advertiser” 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 “advertiser” and 4z without regard to any providence for conflict of laws. The “advertiser” 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 *Interpreting the contract*, clause 21, 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 “advertiser” 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 “advertiser” information from the musical catalogue 4z located under the 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 “advertiser” 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 “advertiser” has the right to access and modify personal information. The “advertiser” 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.

Violations;

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

viol@4z.com.br

Attribution;

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

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 advertiser and its successors. It also applies to us and our successors and assigns.

Granting of license;

After registration and payment confirmation we will grant, for each registration acquired, the right not-exclusive, not transferable and not assignable for the use of service during the act of contract.

Duration of the license;

The “stated period of use” refers to the paid registration starts in the date of payment confirmation and finishes in the corresponding date to the number of contracted months (for example, 12 months). You must renew the “contract” to keep on using the service.

Forum;

As provided in contract clause 22, 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.

Being them fair and contracted, sign this contract by electronicall mean available at the following address:

http://www.4z.com.br/En/plano_4z.aspx

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