

H-Lounge.com

H-LOUNGE REVENUE SHARE PROGRAM

PARTICIPANT AGREEMENT

This Participant Agreement (“Agreement”) describes the terms and conditions under which we, H-Lounge, doing business as Harmony Line-Lounge, Inc. (“H-Lounge”), offer you access to and participation in our H-Lounge Revenue Share Program at www.h-lounge.com (“the Revenue Share Program”) for the distribution of music (“Your Content”).

THIS IS A LEGAL AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR PARTICIPATING IN THE REVENUE SHARE PROGRAM, REGISTERING FOR A REVENUE SHARE ACCOUNT, OR OTHERWISE USING REVENUE SHARE SERVICES.

BY CHECKING THE “I AGREE” CHECKBOX, YOU CONFIRM YOUR LEGALLY BINDING AGREEMENT TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, OR ARE NOT AT LEAST 18 YEARS OLD, DO NOT DO NOT CHECK THE “I AGREE” CHECKBOX.

THE REVENUE SHARE PROGRAM IS AVAILABLE ONLY TO PERSONS OVER THE AGE OF 18 WHO ARE ABLE TO FORM A LEGALLY BINDING CONTRACT UNDER APPLICABLE LAW, AND WHO HAVE SPECIFICALLY AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE 13 - 17 YEARS OLD, YOU MAY PARTICIPATE IN THE REVENUE SHARE PROGRAM ONLY IF YOUR PARENT OR LEGAL GUARDIAN CAREFULLY READS AND AGREES ON YOUR BEHALF TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND A TEEN PARTICIPANT RIDER.

PLEASE NOTE THAT USE OF H-LOUNGE’S PRODUCTS AND SERVICES ARE FURTHER SUBJECT TO H-LOUNGE’S TERMS OF USE AND PRIVACY POLICY, AND TO THE EXTENT APPLICABLE, THE HARMONY LINE’S SOFTWARE END USER LICENSE AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

THE REVENUE SHARE PROGRAM IS AVAILABLE ONLY TO RESIDENTS OF THE UNITED STATES.

If you have any questions regarding this Agreement or the Revenue Share Program, please contact Customer Service via e-mail at support@harmonylinemusic.com.

REVENUE SHARE SERVICES

Subject to the terms and conditions of this Agreement, H-Lounge agrees to provide you access to and participation in the Revenue Share Program for the purpose of: (a) opening and maintaining a Revenue Share Program user account (“Revenue Share Account”); (b) allocating revenue from Your Content distributed by you hereunder (“Revenue”) to your Revenue Share Account; and (c) receiving payment for Revenue allocated to your Revenue Share Account every thirty (30) days or as otherwise scheduled by H-Lounge at its sole discretion, as provided in this Agreement (collectively, “Revenue Share Services”).

REVENUE SHARE PROGRAM ACCOUNT

Registration

You must have an H-Lounge account and specifically open and maintain a Revenue Share Account in order to use the Revenue Share Services. You may register only one Revenue Share Account.

Transactions

In the event Your Content distributed through H-Lounge is purchased by another individual, and provided that you are not in breach of this Agreement, H-Lounge will use reasonable efforts to credit to your Revenue Share Account a percentage of the Revenue actually received from a purchaser to whom you directly distributed Your Content through H-Lounge.com. Percentage levels will be defined at H-Lounge's sole discretion, will be clearly announced in its Royalty Schedule, and may be modified from time to time. Any changes in the Royalty Schedule will not be applied retroactively. Revenue does not include sales and other taxes or fees applied by carriers and other intermediaries. In no event shall H-Lounge be responsible for Revenue which H-Lounge cannot verify and document, after reasonable effort, was actually payable to your Revenue Share Account in accordance with the terms of this Agreement, nor for bad debt or uncollected amounts.

You will be paid the balance of your Revenue Share Account every thirty (30) days or as otherwise scheduled by H-Lounge at its sole discretion. Payment will be made through PayPal and you must maintain a PayPal account in order to receive payment. Each transaction will be charged the then-current applicable fee, currently the lesser of Two Percent (2%) of the transaction total or US\$1.00.

H-Lounge is not responsible for software errors, system disruptions, or acts, including acts of third parties, which may impact your ability to earn Revenue from Your Content, or otherwise affect your Revenue Share Account and/or transactions under this Agreement. If you believe there is an error or irregularity with your Revenue Share Account, send e-mail to support@harmonylinemusic.com.

You agree that any dispute with respect to an amount payable for distribution of Your Content shall be resolved by H-Lounge, in its sole discretion.

Taxes

You are solely responsible for all sales, use, and other tax liabilities and reporting due in connection with this Agreement and your Revenue Share Account.

Breach

You must register and maintain your Revenue Share Account, and conduct all transactions, in strict accordance with the Revenue Share Program policies and applicable laws, statutes, and regulations.

If H-Lounge believes you have registered, or attempted to register, more than one Revenue Share Account, and/or failed to comply with the Revenue Share Program policies or any other term or provision of this Agreement, and/or used your Revenue Share Account in an unlawful manner, or accrued Revenue in your Revenue Share Account by directly or indirectly infringing upon others' copyrights, H-Lounge shall have the right, without limiting other remedies, to freeze your Revenue Share Account, and/or terminate this Agreement, and all of your Revenue Share Accounts, and prohibit any further access or use of the Revenue Share Program, in H-Lounge's sole discretion.

OWNERSHIP

This Agreement does not convey to you any ownership interest whatsoever in the H-Lounge software technology or any other property of H-Lounge or any third party, but only the limited right to access and participate in the Revenue Share Program in strict accordance with the terms of this Agreement. You acknowledge and agree that H-Lounge retains all right, title, and interest in the H-Lounge software and technology, the Revenue Share Program trademarks and service marks, and all other property of H-Lounge, and all modifications, enhancements, and derivatives thereof, and agree not to assert any ownership interest whatsoever in such property of H-Lounge at any time.

YOUR OBLIGATIONS

As a condition of your right to access and use the Revenue Share Program, you must:

- Provide H-Lounge with full, complete, accurate and honest information, and promptly notify H-Lounge of any change in such information.
- Comply with all the Revenue Share Program policies, and all other instructions of H-Lounge, as they may change from time to time in H-Lounge's sole discretion, including without limitation with respect to use and distribution of music you upload to H-Lounge.
- Maintain the security of your Revenue Share Account, including without limitation your user name and password, and not disclose your password to any other person, nor allow any other person to access and use the Revenue Share Program using your Revenue Share Account.

YOUR WARRANTIES

You represent and warrant to H-Lounge that (a) you have the right and ability to enter into and perform under this Agreement; (b) you have and shall access and use the Revenue Share Program, and use and distribute Your Content, only in strict accordance with this Agreement, the Revenue Share Program policies, and all applicable laws, statutes, and regulations; and (c) you have and shall provide H-Lounge with full, complete, accurate, and honest information.

DISCLAIMER OF WARRANTY

THE REVENUE SHARE PROGRAM IS PROVIDED "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NONINFRINGEMENT, SECURITY OF REVENUE SHARE ACCOUNTS AND TRANSACTIONS, INFORMATIONAL CONTENT, SYSTEM INTEGRATION OR ACCURACY, CODING AND FORMATTING ERRORS, SOFTWARE FLAWS, NETWORK DISRUPTIONS, AND ALLOCATION OF REVENUE. H-LOUNGE DOES NOT WARRANT THAT THE REVENUE SHARE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, ACCURATE, OR ERROR FREE OR THAT DEFECTS IN THE REVENUE SHARE PROGRAM WILL BE CORRECTED. H-LOUNGE IS NOT RESPONSIBLE FOR ERRORS, OMISSIONS, INTERRUPTIONS, DELETIONS, DEFECTS, AND DELAYS IN OPERATION OR TRANSMISSION, OR FOR COMMUNICATION LINE FAILURE OR COMPUTER VIRUSES ASSOCIATED WITH THE OPERATION OF THE REVENUE SHARE PROGRAM OR THE PROVISION OF THE REVENUE SHARE SERVICES OR DISTRIBUTION OF YOUR CONTENT. H-LOUNGE IS NOT RESPONSIBLE FOR ANY UNAUTHORIZED ADDITIONS, DELETIONS, OR ALTERATIONS MADE TO THE REVENUE SHARE PROGRAM OR YOUR CONTENT BY THIRD PARTIES. H-LOUNGE HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU WAIVE ANY AND ALL WARRANTIES WHICH MIGHT HAVE ARISEN, OR MIGHT LATER ARISE, FROM COURSE OF PERFORMANCE OR DEALING, OR USAGE OF THE TRADE AND RELEASE H-LOUNGE FROM ALL LIABILITY FOR LOSS OR DAMAGE RELATING TO THIS AGREEMENT, THE REVENUE SHARE PROGRAM, YOUR CONTENT, AND ANY CONTENT, PRODUCTS OR SERVICES ACCESSED OR LINKED THROUGH THE REVENUE SHARE PROGRAM, OR DISTRIBUTED TO YOU

HEREUNDER. NO OFFICER, EMPLOYEE OR AGENT OF H-LOUNGE, NOR ANY PARTICIPANT OR CONTENT PROVIDER, IS AUTHORIZED TO CREATE OR PROVIDE ANY WARRANTY BY H-LOUNGE.

SOME U.S. STATES DO NOT ALLOW, AND OTHER JURISDICTIONS MAY NOT ALLOW, THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU.

INDEMNIFICATION

You agree to indemnify and hold harmless H-Lounge, its shareholders, business partners, directors, officers, employees, agents or third party sponsors, subsidiaries, affiliates, successors and assigns, at your sole cost and expense, from and against any claim, cause of action or demand, damage, or expense (including attorneys' reasonable fees), including without limitation claims for damage to or destruction of property, infringement or rights or publicity or privacy, whether under any theory of contract, tort, warranty or any other theory, caused by, arising out of or related to (a) any act or failure to act by you; (b) any default in your performance hereunder, or breach of any warranty provided by you hereunder; and/or (c) your use of the Revenue Share Program, Revenue Share Services, and/or your use and distribution of Your Content. You shall not settle any indemnified claim without H-Lounge's prior written consent.

LIMITATION OF LIABILITY

NEITHER H-LOUNGE NOR ITS BUSINESS PARTNERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SPONSORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND/OR ASSIGNS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOST PROFITS, COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, OR LABOR COSTS) ARISING OUT OF, IN CONNECTION WITH, OR RELATING IN ANY WAY TO THE REVENUE SHARE PROGRAM, YOUR CONTENT, OR OTHERWISE RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE TERMINATION OF THIS AGREEMENT. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE REVENUE SHARE PROGRAM IS TO STOP USING THE REVENUE SHARE PROGRAM AND TO CLOSE YOUR REVENUE SHARE ACCOUNT. IN NO EVENT WILL H-LOUNGE, ITS BUSINESS PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR THIRD PARTY SPONSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR OTHERWISE) FOR DAMAGES IN AN AMOUNT IN EXCESS OF [\$100], REGARDLESS OF WHETHER SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME U.S. STATES DO NOT ALLOW, AND OTHER JURISDICTIONS MAY NOT ALLOW, THE LIMITATION OF LIABILITY, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU.

TERMINATION

You may terminate this Agreement, and close your Revenue Share Account at any time, upon written notice to Customer Service at support@harmonylinemusic.com. H-Lounge shall have the right, but not the obligation, to attempt to confirm the authenticity of your request.

Without limiting other remedies, H-Lounge may without liability immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your access to the Revenue Share Program if: (a) you breach this Agreement or any of the documents it incorporates by reference; (b) H-Lounge is unable to verify or authenticate any information you provide; or (c) H-Lounge believes that your actions may cause legal liability to any person or entity.

H-Lounge may also suspend or terminate your access to the Revenue Share Program if (i) your Revenue Share Account has no recorded Revenue for a period of twelve (12) consecutive months; or (ii) if payments from your Revenue Account are uncollected by or undeliverable to you for any reason for a period of six (6) consecutive months.

H-Lounge may terminate this Agreement at any time, for any or no reason, upon notice to the e-mail address you have provided. Upon termination of this Agreement for any reason, H-Lounge shall have no further obligation to provide the Revenue Share Services and your Revenue Share Account shall terminate, subject to the termination provisions below. In the event H-Lounge terminates this Agreement for cause, you shall have no right to enter into another Agreement, and/or open another Revenue Share Account.

The ownership, warranty and disclaimer of warranty, indemnity, limitation of liability, and any other obligations and duties defined in this Agreement or any of the documents it incorporates by reference which by their nature extend beyond the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement and remain fully enforceable thereafter in accordance with their terms.

Upon termination of this Agreement, you shall have no right to receive any further allocation of Revenue for music distributed hereunder, whether before or after the date of termination; provided that, if you are not in material breach of this Agreement at the time of termination or thereafter, H-Lounge will use reasonable efforts to continue to allocate Revenue to your Revenue Share Account, subject to applicable transactions fees and as otherwise provided hereunder. Provided that you are not in breach of this Agreement, the balance of your Revenue Share Account shall be paid to you through your PayPal account, or if you do not have an active PayPal account at the time of termination, H-Lounge will use reasonable efforts to pay the balance by check to your mailing address; provided that you have provided a mailing address within thirty (30) days of termination.

QUESTIONS AND PROBLEMS

If you have questions about, or encounter problems with the Revenue Share Program, please promptly contact Customer Service at support@harmonylinemusic.com. Any report of an alleged error with respect to your Revenue Share Account or any transaction must be received within fifteen (15) days of the date of the applicable transaction or the date the allegedly erroneous information first appeared in your Revenue Share Account history, and must include (a) your name, telephone number and address; (b) a specific description of the alleged error and any applicable transaction (including the date thereof); (c) the dollar amount of any alleged error; and (d) any other information necessary for H-Lounge to investigate the error. H-Lounge will use reasonable efforts to investigate such reports, and respond to you within a reasonable time, subject to availability of H-Lounge personnel and resources. H-Lounge shall have no responsibility or liability for any errors resulting from any act or failure to act by you or any third party, network outages, and similar force majeure circumstances.

GOVERNING LAW; VENUE

This Agreement and its validity, construction and performance will be governed in all respects by the laws of the Commonwealth of Massachusetts, without regard to its choice of law provisions. You irrevocably agree that any action or proceeding arising from or relating to this agreement may be brought only in the courts of Massachusetts or the U.S. District Court located in Boston, Massachusetts, consent, for yourself and in respect of your property, to the jurisdiction of each such court in any such action or proceeding, and waive any objection to proceeding in such venue, including that the forum is inconvenient. **YOU IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.** The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

CHANGES AND CANCELLATION

H-Lounge may at any time, without notice or liability, change or eliminate the Revenue Share Program or the content contained therein, or restrict use of any portion of the Revenue Share Program, including limiting the time of its availability, the amount of use permitted, or the persons who are permitted to use it. We may at any time, in its sole discretion, cancel or suspend the Revenue Share Program for any reason, including without limitation the existence of viruses, bugs, or other causes beyond our control that corrupt the administration, security or proper function of the Revenue Share Program. H-Lounge reserves the right to refuse access to the Revenue Share Program for any reason.

AMENDMENT

H-Lounge may amend this agreement at any time by posting the amended terms on the Revenue Share Program, which will become effective immediately when posted. By continuing to use the Revenue Share Program after H-Lounge posts any amendment, you agree to be bound by the amendment. This agreement may not be amended other than by an authorized officer of H-Lounge.

GENERAL

This Agreement contains the entire understanding of the parties to relating its subject matter and supersedes any prior written or oral agreement or understandings between the parties with respect to its subject matter. The provisions of this agreement are to be interpreted in a reasonable manner to effect the purpose of the parties, and this agreement is not to be interpreted or construed against us because we participated in the drafting of this agreement. The invalidity or unenforceability of any provision of this agreement will not affect the validity or enforceability of any other provision. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns. We may assign or transfer this agreement, in whole or in part, to any party without notice. You may not assign or transfer your rights and obligations hereunder, in whole or in part, including without limitation disclosure of your password, to any other person or entity, without the express, prior written consent of H-Lounge. Any attempt by you to sublicense, transfer or assign any right, duty or obligation hereunder shall be void. All terms and conditions of this agreement which by their nature are meant to survive the termination of this Agreement will survive termination.