

**H-Lounge.com**

## **H-LOUNGE REVENUE SHARE PROGRAM**

### **TEEN PARTICIPANT RIDER**

This Teen Participant Rider ("Rider") describes the terms and conditions under which we, H-Lounge, doing business as Harmony Line, Inc. ("H-Lounge"), offer teenagers access to and participation in our H-Lounge Revenue Share Program at [www.h-lounge.com](http://www.h-lounge.com) ("the Revenue Share Program").

Teens 13 - 17 ("Teens") may participate in H-Lounge Revenue Share Program ("the Revenue Share Program") only if a parent or legal guardian enters into both a Participant Agreement and a Teen Participant Rider ("Rider"). If you are a parent or legal guardian and wish to allow your Teen to participate in the Revenue Share Program, you must agree to all of the term and conditions of the Participant Agreement and this Rider, complete the Rider Form, and comply with the Rider Execution Procedure. If you wish to allow more than one Teen to participate in the Revenue Share Program, you must complete a separate Rider Form for each Teen. Undefined terms in this Rider shall have the meaning set forth in the Participant Agreement.

You acknowledge that use of H-Lounge's products and services are further subject to H-Lounge's Terms of Use, Privacy Policy, and to the extent applicable, the Harmony Line Software End User License Agreement, which are incorporated herein by reference.

#### **Warranties**

You represent and warrant to H-Lounge that (a) you are the parent or legal guardian of the Teen identified in the Rider Form and are able to form a legally binding contract; (b) the Teen is 13 - 17 years old; (c) you shall ensure that the Teen complies with all provisions of this Rider, the Participant Agreement, and H-Lounge's Terms of Use and Privacy Policy; (d) you are legally responsible for any damages resulting from the Teen(s) breach of this Rider, the Participant Agreement, and H-Lounge's Terms of Use and Privacy Policy, without regard to whether those actions occur inside or outside your household and without regard to whether those actions occur using computer resources that are under your custody or control; (e) the Teen(s) participation in the Revenue Share Program is strictly voluntary; (f) you and the Teen(s) are legal residents of the United States with a United States address; and (g) you are solely responsible for all sales, use, and other tax liabilities and reporting due in connection with the Teen(s) participation in the Revenue Share Program. Your obligations under this Rider are in addition to, and not in limitation of, your obligations under the Participant Agreement and H-Lounge's Terms of Use and Privacy Policy.

#### **Revenue Share Program**

H-Lounge is willing to allow the Teen(s) to participate in the Revenue Share Program, subject to the requirements described herein. You are solely responsible for ensuring that the Teen(s) strictly comply with this Rider, the Participant Agreement, and H-Lounge's Terms of Use and Privacy Policy, which are incorporated herein by reference.

#### **H-Lounge Account and Revenue**

You understand that Teen(s) are not eligible for, and shall not have their own the Revenue Share Accounts. You will be solely responsible for payment of all amounts payable through your Revenue Share Account, and for all withdrawals from, and payments to the Teen(s).

## **Indemnity**

In addition to, and not in limitation of your indemnity obligations under the Participant Agreement, you hereby agree to defend, indemnify, and hold harmless H-Lounge, its shareholders, business partners, directors, officers, employees, agents, 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 a 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 and/or any Teen(s); (b) any breach by you and/or a Teen of the provisions of the Participant Agreement and/or this Rider and/or H-Lounge's Terms of Use and/or Privacy Policy; (c) your and/or Teen(s) use of the H-Lounge Account. You shall not settle any indemnified claim without H-Lounge's prior written consent.

## **Termination**

This Rider shall terminate immediately and without further notice upon termination of the Participant Agreement for any reason. This Rider and the Participant Agreement shall terminate upon written notice by H-Lounge in the event you and/or a Teen breaches any provision hereof, in addition to, and not in limitation of, the termination conditions set forth in H-Lounge's Terms of Use.

## **Release**

You hereby, for yourself, the Teen(s) and the members of your family, and respective heirs, assigns, and personal representatives, irrevocably release H-Lounge, its officers, directors, shareholders, employees, agents, and contractors, from any liability whatsoever, and hereby waive any and all causes of action related to or arising from any claim, cost, injury, loss, expense, accident, delay, inconvenience, or other damage of any kind (collectively, "Claims") whether under a theory of contract, tort, warranty, or any other theory, that may be caused or contributed to by Teen(s) access to and/or participation in the Revenue Share Program, and/or distribution of Ringtones, including improper distribution and/or revenue, or otherwise related to or arising under this Rider.

## **Rider Execution Procedure**

Download and print a [Rider Form](#).

Complete and execute a hard copy of the Rider Form, identifying the Teen and his or her age and providing full, complete, and truthful information.

If you wish to allow more than one Teen to participate in the Revenue Share Program, you must complete a separate Rider Form for each Teen.

Mail, fax, or scan and e-mail the executed Rider Form to the address below:

Mail:  
Harmony Line, Inc.  
Attn: Teen Rider Form  
238 Main Street, Suite 305  
Cambridge, MA 02142

Fax: (617) 871-6884

Email: [teenriderform@h-lounge.com](mailto:teenriderform@h-lounge.com)