

MY FRONTMAN Pty Ltd

Terms and Conditions of Use

Welcome, and thank you for your interest in myFRONTMAN, which is an app that offers a service that enables anyone the opportunity to access broadcasts of video and audio of artist performances occurring around the world (“Content”) through a mobile application and software downloaded from iTunes or Google Play (“myFRONTMAN Application”) either live or on a delayed feed (altogether the “Service”). myFRONTMAN is pleased to offer you access to the Service according to the terms and conditions set forth below. The following terms, including the Guidelines (as defined below), and any future modifications (collectively, the “Terms”) form an agreement between you and MY FRONTMAN PTY LTD (ACN 168 646 982) (“myFRONTMAN”), and any subsidiaries and affiliated entities it may have now or in the future, upon your download and use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY INSTALLING THE MYFRONTMAN APPLICATION AND/OR USING THE SERVICE YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN PLEASE DO NOT USE THE SERVICE.

TERMS

Authorised Use

1. Subject to your acceptance and compliance with these Terms, myFRONTMAN grants you permission to use the Service as set forth in these Terms.

2. Content Rights

The Content available through the Service is intended for personal, non-commercial use. All Content is licensed to myFRONTMAN by third parties and is subject to copyright protection. You shall not copy, distribute or publish any Content except as permitted through the Service and by myFRONTMAN.

3. Payment

- 3.1. Payment shall be made prior to access to the Content and shall be made on a pay-per-view basis (“Fees”). Fees will vary for Content and will be displayed with the details of the Content and will be valid for viewing Content from one device only. You authorise iTunes or Google Play to your charge the Fee to your account once you have clicked the purchase option on the myFRONTMAN Application for the specified Content. Please refer to iTunes or Google Play terms and conditions for further information regarding payments, credits and refunds. The Fees will only be credited or refunded to you where you have paid the Fees in full and at the discretion of iTunes or Google Play. Payments shall only be made in Australian

Dollars unless otherwise indicated. Conversion fees, credit card fees or any other fees associated with payment for the Content if any, shall be solely borne by you.

3.2. myFRONTMAN will not be liable to credit your account in the event that you are unable to access the Service due to poor Internet connection or technical errors incurred by you including but not limited to failure of the device that the myFRONTMAN Application has been downloaded to.

4. Use of the Service

Use of the Service requires the download of the myFRONTMAN Application onto compatible devices, hardware, Internet access (additional third-party fees may apply); may require periodic updates; and may be affected by the performance of these factors. High-speed Internet access is strongly recommended. You agree that these requirements, which may change from time to time, are your responsibility. The Service is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the Service.

5. Intellectual Property

5.1. Acknowledgement of Ownership

5.1.1. The myFRONTMAN Application is owned and operated by myFRONTMAN. The visual interfaces, graphics, design, compilation, systems, methods, information, computer code, products, software, services, and all other elements of the myFRONTMAN Application ("Materials") are protected by Australian copyright, patent, and trade mark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws.

5.1.2. The Content is licensed to myFRONTMAN by third party licensors and shall remain the property of the licensor. You agree not to reproduce the Content without authority or license from the third party licensor, nor to make any public exhibition or broadcast of the Content.

5.1.3. myFRONTMAN, the myFRONTMAN logo, the Service and other myFRONTMAN trade marks, graphics, and logos used in connection with the Service are trade marks or registered trademarks of myFRONTMAN. You are granted no right or license with respect to any of the aforesaid trade marks and any use of such trade marks.

6. myFRONTMAN Application License

6.1. License Grant

6.1.1. Subject to your compliance with these Terms, myFRONTMAN grants you a limited, non-exclusive, non-transferable license, without the right to sublicense, to download and install a copy of the myFRONTMAN Application onto a mobile device that you own and control and run such copy of the myFRONTMAN

Application solely for the purposes of using the Services for your internal personal use.

6.1.2. Subject to your compliance with these Terms, and in consideration for the Fees, myFRONTMAN grants you a one-off, non-exclusive, non-transferable license, without the right to sublicense, to access and view the Content once from one device at the time permitted by myFRONTMAN only.

6.1.3. Furthermore, (i) with respect to any myFRONTMAN Application sourced and downloaded from the iTunes Store, you acknowledge and agree to the provisions in the "Usage Rules" set forth in the Apple App Store Terms of Service; and (ii) notwithstanding the foregoing, with respect to any myFRONTMAN Application sourced and downloaded from Windows Live you may download and install a copy of the myFRONTMAN Application on up to five (5) mobile devices associated with your "Windows Live ID". myFRONTMAN reserves all rights in the myFRONTMAN Application not expressly granted to you in these Terms.

6.2. Updates and Upgrades

myFRONTMAN is not obligated to maintain or support the Service, or to provide you with updates or upgrades related thereto. You acknowledge that myFRONTMAN may from time to time in its sole discretion issue updates or upgrades to the myFRONTMAN Application, and may automatically update or upgrade the version of the myFRONTMAN Application that you are using on your mobile device. You consent to such automatic updating or upgrading on your mobile device, and agree that these Terms will apply to all such updates or upgrades.

6.3. Term and Termination

The license to the myFRONTMAN Application and use of the Service granted under these Terms remains in effect until such time that it is terminated by you or myFRONTMAN in accordance with this provision. You may terminate the license at any time by destroying all copies of the myFRONTMAN Application in your possession or control. Without limiting any other provisions of these Terms, the license will automatically terminate without notice from myFRONTMAN if you breach any of these Terms. Upon any termination of these Terms you must cease all use of the Service and promptly delete and destroy all copies of the myFRONTMAN Application.

7. Additional Terms

When using the Service, you will be subject to any additional guidelines or rules applicable to specific products, services, or features which may be posted from time to time on the myFRONTMAN website www.myfrontman.com (collectively, the "Guidelines"). All such Guidelines are hereby incorporated by reference into these Terms.

8. Modification of these Terms

myFRONTMAN reserves the right, at myFRONTMAN's sole discretion, to change, modify, add, or remove portions of these Terms at any time. Please check these Terms and any Guidelines on the myFRONTMAN website www.myfrontman.com periodically for changes. Your continued use of the Service after the posting of changes constitutes your binding acceptance of such changes. For any material changes to these Terms, such amended terms will automatically be effective immediately upon their posting on the Service. In the event that such modifications materially alter your rights or obligations hereunder, such modified Terms will become effective immediately upon your continued use of the Service.

9. Objectionable Material

You understand that in the use of the Service you may encounter material that you may deem to be offensive, indecent, or objectionable, and that such Content may or may not be identified as having explicit material. You agree to use the Service at your sole risk and myFRONTMAN shall have no liability to you for material that may be found to be offensive, indecent, or objectionable. Any descriptions, if at all, are solely provided for convenience, and you agree that myFRONTMAN does not guarantee the accuracy of such descriptions.

10. Disclaimer

10.1. Unless otherwise expressly stated by myFRONTMAN, the myFRONTMAN Application and Content made available through the Service is provided "as is" and "as available" without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, myFRONTMAN and third party Content suppliers disclaim all warranties, statutory, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, correctness, accuracy, and reliability.

10.2. Unless otherwise expressly stated by myFRONTMAN, myFRONTMAN and third party Content providers do not warrant that the myFRONTMAN Application or any Content made available in conjunction with or through the Service:

10.2.1. will be uninterrupted or error-free;

10.2.2. will be corrected in the event of defects; or

10.2.3. will be free of viruses or other harmful components.

11. Indemnification

You agree to indemnify and hold harmless myFRONTMAN and any third party Content supplier from any claims, losses, damages or liabilities arising out of your use or misuse of the Service, violation of these Terms, or any breach of any representations and warranties contained herein.

12. Limitation of Liability

In no event will myFRONTMAN or any third party Content suppliers have any liability to you for damages, losses, and causes of action arising out of or relating to these terms or your use of the Service.

13. Miscellaneous

13.1. Severability

If any provision of these Terms shall be invalid, unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

13.2. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by myFRONTMAN without restriction.

13.3. Headings

The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

13.4. Entire Agreement

These Terms, together with any other provisions incorporated hereunder by reference, as they may change from time to time in accordance with the terms herein, are the entire agreement between you and myFRONTMAN.

13.5. Jurisdiction

This agreement shall be governed by the laws of the State of New South Wales, Australia and you submit to the non-exclusive jurisdiction of the courts of New South Wales in resolving any dispute between yourself and myFRONTMAN.

13.6. Contact

If you have any queries please contact myFRONTMAN at support@myfrontman.com.