

Market Square Entertainment, LLC™

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Msemusic.com is an Internet-based retail service provided by Market Square Entertainment. Msemusic.com offers music and other promotional merchandise for sale to the general public. We currently market music on CDs. All merchandise is provided to you subject to the terms and conditions set forth in this Terms-of-Use and Disclaimer document and any operating rule or policy that may be posted here from time to time by Market Square Entertainment.

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Market Square Entertainment reserves the right to modify and revise these Terms-of-Use from time to time. User will be responsible for reviewing the Terms-of-Use so as to be aware of such amendments. Revisions will be posted in this Terms-of-Use document, and the continued use of msemusic.com after such changes have been posted will constitute the user's agreement to the revised Terms-of-Use and all of the changes. The user will be responsible for reading the Terms-of-Use each time he/she accesses and prior to using, msemusic.com.

Access to the Web Site

You are responsible for obtaining access to the msemusic.com web site and are required to pay any third party fees (such as Internet services provider or airtime charges) that may be involved. You are solely responsible for those fees. In addition, you must provide any and all equipment and software, including a computer and modem, necessary to establish a connection to msemusic.com and use the features and services of msemusic.com.

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Using the Web Site

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WARNING:

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User On-line Conduct

While using any of the services provided by/on the msemusic.com web site, you agree NOT to do any of the following:

Violate any applicable local, state, federal, and international laws and regulations;

Submit, publish or display anywhere on the msemusic.com web site any defamatory, abusive, obscene, threatening, racially or sexually offensive or illegal material of any nature, or any material that infringes upon or violates the rights of others;

Access, tamper with or use restricted or non-authorized areas of the web site. Unauthorized individuals attempting to access these areas of the web site may be subject to prosecution;

Pinpoint Market Square Entertainment or any other user with the intent to cause harm, distress, embarrassment or other discomfort;

Upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or program that may damage the operation of msemusic.com or another computer;

Tamper with postings of other users;

Solicit or gather any user's information available from the web site, such as other users' names and e-mail addresses, for any commercial or business purposes or to transmit any unsolicited advertising, "junk mail", "spam" or "chain letters";

Post false or misleading information about a product, service or service request;

Post or transmit any content that infringes a third party's intellectual property rights or rights of publicity or privacy;

Fail to respond to an e-mail from Market Square Entertainment regarding violation, dispute or complaint.

If you violate these terms Market Square Entertainment may, with or without prior warning, pursue legal action.

Commerce on the Web Site

Market Square Entertainment provides the general public a facility to order, purchase or obtain music and other promotional merchandise or services through msemusic.com. All transactions, however, relating to music or other promotional merchandise or services offered by any party other than Market Square Entertainment are solely between the seller and you; and you acknowledge that Market Square Entertainment and its subsidiaries and affiliates make no warranties or representations with regard to such merchandise and services. You agree that Market Square Entertainment or msemusic.com shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or third parties' presence on the web site.

Fees and Payments

Msemusic.com may charge you fees for certain services offered on the web site if you request them. You agree to pay all fees and charges, including applicable taxes, incurred by credit card or other method if offered on the web site at the rates in effect for the billing period in which such fees and charges are incurred. Msemusic.com reserves the right to change the amount of, or basis for determining, any fees, and to institute new fees, effective upon prior notice to you through posting on msemusic.com.

By submitting credit card information, you give msemusic.com permission to charge, through our merchant account, all fees incurred by you to the credit card you designate on the Order Form. All fees will be charged at the time they are incurred.

Username or Login, Password and Security

The User has the option to choose a Password and Login or Username upon completing the Shopping/Purchase process. The User is then entirely responsible for any and all activities that occur under the User's Password and Username. You must safeguard the User ID and password you use to access this site. You authorize us to assume that

any person using the site with your User ID and password either is you or is authorized to act for you. The User agrees to immediately notify Msemusic.com of any unauthorized use of the User's Password and/or Username. Market Square Entertainment is committed to handling your transactions information with high standards of information security. Your credit card and bank account information are stored only in encrypted form on computers that are not connected to the Internet. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public personal information. In the event of a breach of security through your account, you will be liable for unauthorized use until you notify us at mail@msemusic.com.

Provide Accurate Information

You agree to provide true, accurate and complete information as prompted by the order form, and maintain and update such information to maintain its truth, accuracy and completeness. Whenever you post any information on or to the web site (including but not limited to posting a request for services, and/or posting your profile), you agree to provide true, accurate and complete information. Msemusic.com reserves the right to refuse your order if we determine that the information you provided or posted is not complete or accurate.

Modifications to Service

Market Square Entertainment reserves the right to modify, interrupt or discontinue, temporarily or permanently, the service (or any part thereof) at any time and from time to time with or without notice. You agree that Market Square Entertainment shall not be liable to you or to any third party for any modification, suspension or discontinuance of the service.

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Market Square Entertainment makes no warranty that the services available on the web site will be uninterrupted, timely, or error-free, and that the information or results obtained from the use of the

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Market Square Entertainment reserves the right in its sole discretion to monitor, edit or delete any of the Terms-of-Use mentioned in the Terms-of-Use document from time to time. When any such modifications or deletions are made, MSE will post a revised version of the Terms-of-Use on the web site. The users will not be notified by MSE in any direct ways such as e-mails, postal mails etc. that any such modifications and deletions have been made. It is users' responsibility to read the Terms-of-Use document from time to time to be aware of any such modifications. It is presumed that the user has accepted the Terms-of-Use stated in the Terms-of-Use document, every time he/she accesses the web site.

Forward-Looking Statements

The web site may contain projections or other forward-looking statements regarding future business events or activities. It is important to understand that any such statements reflect only predictions and actual developments, results, and events might differ materially. Nothing contained on the web site constitutes a solicitation by msemusic.com of the purchase or sale of securities.

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Market Square Entertainment makes no representation that content or materials on this web site are appropriate or available for use in

locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the web site from locations outside the United States do so at their own risk and are responsible for compliance with local laws.

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The terms of the Terms-of-Use constitute the entire agreement between you and Market Square Entertainment and govern your use of the services, superceding any prior agreements between you and MSE. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The terms and conditions specified in these Terms-of-Use and the relationship between you and MSE shall be governed by all applicable laws. You and MSE agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Maryland, United States of America. The failure of Market Square Entertainment to exercise or enforce any right or provision of the

Terms-of-Use shall not constitute a waiver of such right or provision. If any provision of the Terms-of-Use is found by a court of competent jurisdiction to be invalid, such provision shall be struck and the other provisions of the Terms-of-Use remain in full force and effect. The Terms-of-Use set forth the entire understanding and agreement of the parties as to the subject matter hereof and supersede all prior proposals, discussions or agreements with respect thereto.

Contacting Us

If you have any questions about the Terms-of-Use as stated in this Terms-of-Use document, you may contact us at our e-mail address, mail@msemusic.com or write to:

Market Square Entertainment
10169 New Hampshire Avenue
Suite #192
Silver Spring, Maryland 20903

Please report any violations of the Terms-of-Use and Disclaimer to mail@msemusic.com.