

AnotherProtestSong.org

Member Agreement (Mail-in Version)

Effective Date: May 15, 2008.

1. General Information

anotherprotestsong.org (the “Site” or “we”) is an online platform for the uploading and discussion of new and original politically engaged music. The general public can enjoy the Site by, for instance, listening to uploaded music and reading through the comment threads. To upload songs, comment, reply, and contribute other content to the Site, you must become a member of the Site (a “Member”) by agreeing to this Member Agreement (the “Agreement”). By signing a copy of this Agreement, you agree to be bound by the terms of this Agreement.

To register as a Member, you must provide your email address, a password, and your name. This personal information will be stored in an electronic file record (“Your Profile”). We will hold all your personally identifying information in strict confidence, in accordance with our Privacy Policy, available at

http://www.anotherprotestsong.org/default/?page_id=67

It is your responsibility to keep the information in Your Profile up to date.

As a Member, you will be able to contribute content to the Site. For instance, you will be able to (i) upload songs and accompanying content (such as images and text) and (ii) participate in the discussion in which you can comment on uploaded songs and comments. Your rights as a Member are personal to you and are not transferable. The Site may modify the terms and conditions of this Agreement from time to time, and such modifications will be effective upon notice to you.

2. Your Content

You are responsible for all songs, images, video, text, information and other material that you contribute to the Site or that is contributed from your email address by any person (collectively, “Your Content”).

To contribute Your Content, either (i) you must own all intellectual property and other rights in and to Your Content; or (ii) you must have the right to contribute works owned or controlled entirely or in part by another. In connection with your uploading of a song and accompanying content, please submit information describing how and by whom you are authorized to contribute the content. In no event may you contribute any content protected by copyright, trademark, patent, or other rights without the permission of the holder of such intellectual property or other rights.

If your work incorporates parts of works created by others, you may do so on a claim of fair use or by license or express permission. If you use such works pursuant to a Creative Commons license, a link to the license and your compliance with the license terms may provide the necessary authorization. If you use “CC-NC” works (i.e., works made available under a Creative Commons noncommercial license), please include the legend “NOT FOR COMMERCIAL DISTRIBUTION” when posting or otherwise submitting the work to the Site.

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In its sole discretion and for any reason, the Site may (i) not include any or all of Your Content on the Site and (ii) remove some or all of Your Content, without notification, from the Site’s servers and from the Site itself.

Your Content may not include any material that defames any person, invades or infringes any person’s rights of privacy or publicity, violates copyrights or other intellectual property rights, or that is otherwise unlawful. Moreover, you may not access or manipulate the code of the Site; contribute any content containing viruses, “worms,” “Trojan horses,” or any other harmful properties; or falsify any author attributions or proprietary or legal notices connected to Your Content.

3. Site Content

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Unless otherwise specified in the terms for a particular work, you may not distribute any Site Content, with the exception of Your Content, for any commercial purposes.

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6. Indemnification

You agree to defend, indemnify, and hold harmless the Site and its Affiliates from and against all claims and expenses (including attorneys’ fees and costs) arising out of Your Content or any breach by you of this Agreement.

7. Right to Terminate Membership

The Site reserves the right to terminate this Agreement, Your Profile and/or your rights under this Agreement at any time in the event that it considers, in its sole discretion, any conduct by you, including Your Content, to violate the terms of this Agreement.

8. Miscellaneous

This Agreement constitutes the entire agreement between the Site and you with respect to the subject matter contained herein. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, all other provisions shall remain in full force and effect. No waiver by us or you of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. This Agreement

shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws rules. Without limiting the Site's right to bring an action against you in any jurisdiction, you further agree to submit to the non-exclusive jurisdiction of, and acknowledge and agree that proper venue shall lie in, the federal and state courts located in New York County, New York, with respect to any claim, action, or proceeding arising out of or relating to this Agreement.

Please acknowledge your acceptance of this Agreement by signing and completing the information below and returning one (1) copy of this Agreement to us at:

Another Protest Song
c/o Nevarez/Tevere
611 Broadway, #836
New York, NY 10012

Signature:

Name:

Date:

Email Address:

User Name (If you don't have one already, please select one. Your User Name should be no more than eight (8) letters or numbers.):

Upon receipt of a signed copy of this Agreement, if you are a new Member, we will email you your temporary password.