

Privacy Policy

ALBE MUSIC Privacy Policy and Terms of Use This Internet website is the property of ALBE MUSIC.

ALBE MUSIC PROVIDES ACCESS TO THIS WEBSITE AND ANY RELATED SERVICES PROVIDED HEREON SUBJECT TO YOUR COMPLIANCE WITH THE FOLLOWING TERMS OF SERVICE. THESE TERMS OF SERVICE CONSTITUTE AN AGREEMENT BETWEEN YOU AND ALBE MUSIC ("AGREEMENT") THAT GOVERNS THE RELATIONSHIP BETWEEN YOU AND ALBE MUSIC WITH RESPECT TO YOUR USE OF THIS WEBSITE. THUS, IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THESE TERMS OF SERVICE.

TERMS OF USE

TRADEMARK AND COPYRIGHT INFORMATION: All material on this website, including, but not limited to, text, data, graphics, logos, button icons, images, audio clips, video clips, links, digital downloads, data compilations, and software is owned, controlled by, or licensed to ALBE MUSIC and is protected by copyright, trademark, and other intellectual property rights. Material on this website is made available solely for your personal, non-commercial use and may not be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way, including by e-mail or other electronic means, without the express prior written consent of ALBE MUSIC in each instance. You may download material intentionally made available for downloading from this website for your personal, non-commercial use only, provided that you keep intact any and all copyright and other proprietary notices that may appear on such materials.

CODE OF CONDUCT: The following rules, policies, and disclaimers shall govern and/or apply to your use of ALBE MUSIC on this website (including, without limitation, any bulletin boards, chat rooms, or other online services provided on this website).

We do not review every message, nor do we confirm the accuracy or validity of information posted. We do not actively monitor the contents of the postings, nor are we responsible for the content of any postings. We do not vouch for, nor do we warrant the validity, accuracy, completeness, or usefulness of any message or information posted. The contents of the postings do not represent the views of ALBE MUSIC, its labels, or any person or property associated with ALBE MUSIC, this website, or any other website in the ALBE MUSIC family of websites. If you feel that any posting is objectionable, we encourage you to contact us by email. We will make every effort to remove objectionable content if we deem removal to be warranted. Please understand that removal or editing of any posting is a manual process and might not occur immediately.

You agree, by using this website, that: (1) you will not use this website to post any material that is knowingly false and/or defamatory, inaccurate, abusive, vulgar, obscene, profane, hateful, harassing, sexually oriented, threatening, invasive of one's privacy, or otherwise in violation of any law; (2) you will not restrict or inhibit any other user from using and enjoying this website (for example, by means of hacking or defacement); (3) you will not post any copyrighted material on this website unless you own the copyright in and to such material; (4) you will not post or transmit any information or software that contains a virus, worm, timebomb, cancelbot, trojan horse or other harmful, disruptive, or deleterious component; (5) you will not post or transmit materials in violation of another party's copyright or other intellectual property rights; (6) you will not utilize any robot, spider, site search/retrieval application, or any other manual or automated technique to scrape, index, data mine, etc., or in any way reproduce or circumvent the navigational structure or presentation of this website, or the contents of such website or services; and (7) you will not impersonate any other individual or entity in connection with your use of this website.

Although we cannot and do not review all posted messages, we reserve the right to remove (or not) any message for any (or no) reason whatsoever. You remain solely responsible for the content of your messages, and you agree to indemnify and hold harmless ALBE MUSIC and their agents with respect to any claim based upon the transmission of your message(s) and/or posting(s).

We reserve the right to reveal your identity (including whatever information we know about you) in the event of a complaint or legal action arising from any message posted by you.

Posting of advertisements, chain letters, pyramid schemes, solicitations, and the like, are inappropriate and forbidden on the ALBE MUSIC websites and any related (including bulletin boards). **WARRANTY DISCLAIMER**

ALBE MUSIC HAS PROVIDED LINKS AND POINTERS TO INTERNET SITES MAINTAINED BY THIRD PARTIES ("THIRD PARTY SITES") AND MAY, FROM TIME TO TIME, PROVIDE THIRD PARTY MATERIALS ON THIS WEBSITE. NEITHER ALBE MUSIC, ITS PARENT OR SUBSIDIARY COMPANIES, NOR THEIR AFFILIATES, OPERATE OR CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS, OR SERVICES ON THESE THIRD PARTY SITES. THE MATERIALS IN THIS WEBSITE AND THE THIRD PARTY SITES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR

YOUR USE OF THIS WEBSITE.

ALBE MUSIC, ITS AFFILIATES, AND ITS SPONSORS ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THIS WEBSITE, OR ANY THIRD PARTY SITES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS WEBSITE, AND/OR ANY THIRD PARTY SITES IS TO STOP USING THE WEBSITE(S) CONCERNED AND/OR THOSE SERVICES. ALBE MUSIC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEBSITE AND/OR ANY THIRD PARTY SITES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR ANY THIRD PARTY SITES, OR THE SERVERS THAT MAKE THEM AVAILABLE, ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ALBE MUSIC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THIS WEBSITE, OR ANY THIRD PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE. YOU (AND NOT ALBE MUSIC) ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR, OR CORRECTION OF ANY SUCH MATERIALS.

FOR THE AVOIDANCE OF DOUBT, ALBE MUSIC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING HOW OFTEN THE MATERIALS OR INFORMATION POSTED ON THIS WEBSITE WILL BE UPDATED (IF AT ALL) OR THE NUMBER OR IDENTIFICATION OF THE RECORDING ARTISTS OR OTHER INDIVIDUALS (IF ANY) THAT WILL BE FEATURED ON THIS WEBSITE.

VOID WHERE PROHIBITED

Although this website is accessible worldwide, not all products or services discussed or referenced on this website are available to all persons or in all geographic locations. ALBE MUSIC reserves the right to limit, in its sole discretion, the provision and quantity of any product or service to any person or geographic area it so desires. Any offer for any product or service made in this website is void where prohibited.

LICENSE TO ALBE MUSIC

By posting messages, uploading files, inputting data, or engaging in any other form of communication through this website, you are granting ALBE MUSIC a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to: (1) use, copy, sublicense, adapt, transmit, publicly perform, or display any such communication; and (2) sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to the communication.

The foregoing grants shall include the right to exploit any proprietary rights in such communication, including but not limited to rights under copyright, trademark, service mark, or patent laws under any relevant jurisdiction.

MAKING PURCHASES

If you wish to purchase products or services described on this website, you may be asked to supply certain information including credit card or other payment information. You agree that all information that you provide will be accurate, complete, and current. You agree to pay all charges, including shipping and handling charges, incurred by users of your credit card or other payment mechanism at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless ALBE MUSIC and its affiliated companies, officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms and Conditions. ALBE MUSIC reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you.

LITIGATION ISSUES

This Agreement is entered into in the State of Massachusetts (US)/in the country of Austria-EU (Outside US) and shall be governed by, and construed in accordance with, the laws of the State of Massachusetts (US)/in the country of Austria (Outside US), exclusive of its choice of law rules. Each party to this Agreement submits to the exclusive jurisdiction of the state and federal courts sitting in the State of Massachusetts/in the country of Austria-EU (Outside US), and waives any jurisdictional, venue, or inconvenient forum objections to such courts. Each party to this Agreement further agrees as follows: (i) any claim brought to enforce this Agreement must be commenced within two (2) years of the cause of action accruing; (ii) no recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees; (iii) any claim must be brought individually and not consolidated as part of a group or class action complaint.

MISCELLANEOUS

In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto with respect to the subject matter of this Agreement are expressly canceled. ALBE MUSIC may modify the terms of this Agreement by posting notice of such modification on the page of this website entitled "Legal Notices" or "Legal Information" (or similar title) before the modification takes effect.

DESIGNATED AGENT UNDER THE DIGITAL MILLENNIUM COPYRIGHT ACT

The Digital Millennium Copyright Act (DMCA) provides a mechanism for notifying service providers of claims of unauthorized use of copyrighted materials. Under the DMCA, a claim must be sent to the service provider's Designated Office. If you believe in good faith that ALBE MUSIC should be notified of a possible online copyright infringement involving any ALBE MUSIC website, please notify ALBE MUSIC's designated office: USA Office: PO Box 902, Merrimack, NH 03054, USA - WORLDWIDE Office: Stelzhamerstrasse 4, 4840 Voecklabruck, AUSTRIA.

Please be aware that, in order to be effective, your notice of claim must comply with the detailed requirements set forth in the DMCA. You are encouraged to review them (see 17 U.S.C. Sec. 512(c)(3)) before sending your notice of claim.

INFORMATION SHARING AND DISCLOSURE

GENERAL

We do not collect personally identifiable information about you on this site without your knowledge, and all such information is collected directly from you. For example, we may ask you to provide your e-mail address, name, mailing address, cell phone number and carrier service provider or other information about yourself in order to participate in chat room, or on bulletin board, to be added to the list to receive e-mail or newsletter updates. You are not required to provide us with this information, but if you choose not to, you may not be able to participate in some of the activities on this site. We use the information we collect from you to allow you to participate in the site activities for which the information is collected. For example, when you give us your e-mail address in order to receive updates, that address is added to the e-mail list. On each e-mail you receive, you are given the opportunity to unsubscribe; once you unsubscribe, you will no longer receive such e-mails. We kindly ask each visitor who wishes to participate in chat room or bulletin board on this site to provide an e-mail address along with the visitor's full name. All such e-mail addresses are used only to protect the security and integrity of the site, such as to take action against visitors who post inappropriate material or harass other visitors.

We may share the information we collect from you with our affiliates or send you e-mail promotions and special offers from reputable third parties in whose products and services we think you may have an interest. We may also share your information with reputable third-parties who may contact you directly. With regard to artist sites, except as discussed in the following paragraph, we do not share personal information collected on those sites with anyone outside ALBE MUSIC for any purpose.

Personal information collected on this site may be shared with those with whom we contract to operate this site (for example, to send you a promotional item that you have requested on the site). These contractors have agreed with us to use personal information of site visitors only for the purposes of carrying out these operations. To the extent required or permitted by law, we may also collect, use and disclose personal information in connection with security-related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements. We may also use your information as permitted by law to perform credit checks, report or collect debts owed, or protect our rights or property, our website, or its users.

Some information may automatically be collected as you browse our site. Our web server automatically collects information known as "clickstream data," such as the domain name of the service providing you with Internet access, the Internet protocol (IP) address used to connect your computer to the Internet, your browser type and version, operating system and platform, the average time spent on our site, pages viewed, information searched for, access times and other relevant statistics. We also use cookies on our site. Cookies are pieces of information that a web site transfers to the hard drive of a visitor's computer for record-keeping purposes.

COOKIES

We use clickstream data and cookies only in the aggregate to measure the use of our site and to administer and improve our site. When we collect personal information, we may extract some of the information and combine it with other information, such as clickstream data. This combined information is used and analyzed only at an aggregate level to help us understand trends and patterns.

We try to keep the information we collect from you as current as possible, and we take steps to maintain the security of

your personal information and to prevent unauthorized access to it by those who do not have a legitimate need for it. To that end, we periodically review our security measures. We will never post your e-mail address or other identifying information you have provided on our site without your consent.

CHILDREN

If you are under 13 years of age, you should not provide any personally identifiable information on this site without the knowledge and permission of your parent or guardian. There are certain web pages within our website that require users to be at least 13 years of age; these pages require you to enter your date of birth, and anyone under the age of 13 will be restricted from participating in such web page activities. We use cookies to assure that this restriction persists. This may mean that you will be unable to participate in some activities on the site.

CONTACT AND NOTIFICATION OF CHANGES

The operator of this site is ALBE MUSIC.

By using our site you consent to our collection and use of your personal information as described in this policy. We reserve the right to modify this privacy statement and related business practices at any time by posting updated text on this site, and your continued use constitutes acceptance of those changes. Thank you for visiting our site, and for taking the time to read this policy.

Last Revised: March, 2007