



Terms of Service for SoundZap.com

1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

SoundZap.com ("SoundZap", the "Service"), owned and operated by DJ Monitor BV ("DJ Monitor"), is provided to you ("Member") under these Terms of Service (TOS) and any operating rules or policies that may be published by SoundZap. The TOS comprises the entire agreement between Member and SoundZap and supersedes all prior agreements between the parties regarding the subject matter contained herein. BY USING THE SOUNDZAP WEBSITE, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE TOS.

2. DESCRIPTION OF SERVICE

SoundZap provides Member with various content and communication services. Some of these services will be free of charge, others may cost money or have other requirements. The requirements or fees for any service or option will be clearly explained and separately agreed to when Member implements those options, if any. Member must: (1) provide all equipment, including a computer and modem, necessary to establish a connection to the World Wide Web; (2) provide for own access to the World Wide Web and pay any telephone service fees associated with such access.

3. MODIFICATIONS TO TERMS OF SERVICE

SoundZap may at any time revise the TOS by updating this posting. By using SoundZap, Member agrees to be bound by any such revisions and should therefore periodically visit this page to determine the then-current TOS to which you are bound. Member's continued use of SoundZap constitutes an affirmative: (1) acknowledgment by Member of the TOS and TOS modifications; and (2) agreement by Member to abide and be bound by the TOS and TOS modifications.

4. MODIFICATIONS TO SERVICE

SoundZap reserves the right to modify or discontinue the Service with or without notice to Member. SoundZap shall not be liable to Member or any third party should SoundZap exercise TOS right to modify or discontinue the Service.

5. PRIVACY POLICY

Your use of the Service is subject to the SoundZap [Privacy Policy](#)



6. INDEMNITY

You agree to indemnify and hold SoundZap, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any alleged claim or demand, including reasonable attorney fees, made by any third party due to or arising out of your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another, whether you are a registered user or not. The user is solely responsible for his or her actions when using the Service, including, but not limited to, costs incurred for Internet access.

7. MEMBER ACCOUNT, PASSWORD, AND SECURITY

Once you become a member of the Service, you shall receive an account. You are entirely responsible if you do not maintain the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities which occur under your account. You may change your password at any time; you may also set up a new account and close an old one at your convenience.

Member agrees to immediately notify SoundZap of any unauthorized use of Member's account or any other breach of security known to Member.

8. TERMINATION

You agree that SoundZap, in its sole discretion, may terminate your password or account, and remove and discard any content within the Service, for any reason, including and without limitation, the lack of use, or if SoundZap finds that you have violated or acted inconsistently with the letter or spirit of the TOS. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that SoundZap may immediately deactivate or delete your SoundZap account and any or all related information and files. SoundZap reserves the right to bar any further access to such files or the Service. You agree that SoundZap shall not be liable to you or any third-party for any termination of your access to the Service. Advanced accounts that are terminated will not be refunded.

Should Member object to any terms and conditions of the TOS or any subsequent modifications thereto or become dissatisfied with the Service in any way, Member's only recourse is to immediately discontinue use of the Service.



Upon termination of the Service, Member's right to use the Service and Software immediately ceases. Member shall have no right and SoundZap will have no obligation thereafter to forward any unread or unsent messages to Member or any third party.

9. NOTICE

All notices to a party shall be in writing and shall be made either via email or conventional mail. SoundZap may broadcast notices or messages through the Service to inform Member of changes to the TOS, the Service, or other matters of importance; such broadcasts shall constitute notice to Member.

10. LINKS

The Service, or relevant third parties, may provide links to other web sites or resources as well as pictures and other content. Because SoundZap has no control over such sites and resources, you acknowledge and agree that SoundZap is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that SoundZap shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

11. MEMBER CONDUCT

Member is solely responsible for the contents of his or her transmissions through the Service. Member's use of the Service is subject to all applicable local, state, national and international laws and regulations.

Member agrees: (1) to comply with US law regarding the transmission of technical data exported from the The Netherlands through the Service; (2) not to use the Service for illegal purposes; (3) not to interfere or disrupt networks connected to the Service; and (4) to comply with all regulations, policies and procedures of networks connected to the Service.

The Service makes use of the Internet to send and receive certain messages; therefore, Member's conduct is subject to Internet regulations, policies and procedures. Member will not use the Service for chain letters, junk mail, spamming or any use of distribution lists to any person who has not given specific permission to be included in such a process.



Member agrees not to transmit through the Service any unlawful, harassing, libelous, abusive, threatening, or harmful material of any kind or nature. Member further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited.

Member shall not interfere with another Member's use and enjoyment of the Service or another entity's use and enjoyment of similar services.

SoundZap may, at its sole discretion, immediately terminate Service should Member's conduct fail to conform with these terms and conditions of the TOS.

12. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SOUNDZAP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) SOUNDZAP MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

(c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA OR OTHER LIABILITY THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.



(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SOUNDZAP OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

(e) SOUNDZAP DOES NOT PROMOTE OR CONDONE ANY IDEAS OR MESSAGES CONTAINED IN THE MUSIC LISTED VIA THE SERVICE.

(f) THE USAGE OF THE SERVICE IS FOR ENTERTAINMENT PURPOSES ONLY, ANY PROFESSIONAL OR CORPORATE USAGE SUCH AS, BUT NOT LIMITED TO, COMPILING CHARTS OR PLAYLISTS, RETRANSMITTING OR STORING (PARTIAL) DATA FROM THE SERVICE IS PROHIBITED.

13. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SOUNDZAP SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SOUNDZAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

14. VIOLATIONS

To report violations of the TOS, please use the e-mail us on abuse-soundzap@djmonitor.com. To expediate the processing of your report, please include as many details as possible about the violation.

To report copyright infringement, please follow the instructions at [Notice and Procedure for Making Claims of Copyright Infringement](#)



Notice and Procedure for Making Claims of Copyright Infringement

SoundZap stores and publishes information on publicly available audio items, under the fair use laws. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide SoundZap copyright agent the written information specified below. Please note that this procedure is exclusively for notifying SoundZap that your copyrighted material has been infringed.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
- A description of the copyrighted work that you claim has been infringed upon.
- A description of where the material that you claim is infringing is located on the site.
- Your address, telephone number, and e-mail address.
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

SoundZap's Copyright Agent for notice of claims of copyright infringement on its site can be reached as follows:

Copyright Agent
SoundZap p/a DJ Monitor BV
Timorplein 46
1094 CC Amsterdam
The Netherlands