

**Additional Terms of Service**  
**("Additional Terms")**

These Additional Terms of Service ("Additional Terms") apply to those Black Crow Services that require an account or registration. For those services, these Additional Terms are an integral part of the Black Crow Terms of Service and are integrated therein. If not otherwise defined herein, the definition of any capitalized term is the same as the definition in the Terms.

1. ***Registration Requirements.*** To post on the Service, you must become a registered user of the Service. In order to register, you are required to provide your name, e-mail address, city, telephone number, zip code, and birth date. You will also be required to create a member name and password. You agree to (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You further agree that you will not supply the e-mail address of, register under the name of, or attempt to access the name of, another person. Black Crow may delete any member account that Black Crow believes has been obtained through the use of false or fraudulent information, and may delete any Content posted on the Service using such account. Black Crow may also reject or terminate the use of any member name that Black Crow deems inappropriate for any reason.
2. ***Account Requirements.*** You agree to use the Service only for purposes that are permitted by (a) the Terms and these Additional Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. You are responsible for maintaining the confidentiality of your member name and account, and are responsible for all activities that occur under your member name. If you discover or suspect any unauthorized use of your account, you agree to immediately notify Black Crow. Black Crow may terminate any account that is inactive for an extended period of time.
3. ***Disclosure of Account Information.*** You acknowledge, consent and agree that Black Crow may access, preserve and disclose your account information, Submissions, or any other Content you submit, post, transmit, or otherwise make available through the Service if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms or Additional Terms; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or safety of Black Crow, Service users, or anyone else.
4. ***Use and Storage.*** You acknowledge and agree that Black Crow may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that messages, postings, or other uploaded Content will be retained by the Service, the maximum number of messages or postings that may be sent from or received by an account on the Services, the maximum size of any message or

posting that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Black Crow has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that Black Crow reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Black Crow reserves the right to modify these general practices and limits from time to time in Black Crow's sole discretion.

5. ***Prohibited Conduct.*** You agree not to use the Service to:
- a. Engage in any illegal conduct;
  - b. Upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
  - c. Harm minors in any way;
  - d. Impersonate any person or entity, including but not limited to, a Black Crow employee or agent, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - e. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
  - f. Upload, post, email, transmit, or otherwise make available any Content that you do not have a right to make available under any law or under any contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of an employment relationship or under a non-disclosure agreement);
  - g. Upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party;
  - h. Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - i. Upload, post, email, transmit or otherwise make available any commercial content;
  - j. Stalk or otherwise harass another;
  - k. Collect or store personal data about other users; and/or
  - l. Harvest email addresses from the Service for any reason, including but not limited to utilizing email addresses for spam or other commercial or non-commercial solicitations.

6. ***Intellectual Property.***

- a. ***Submissions.*** You retain ownership of the copyright and any other rights you already hold in Content which you submit, post, or display on or through the

Service (“Submissions”). By submitting, posting, or displaying the Submissions, you give Black Crow a perpetual, irrevocable, worldwide, royalty-free, fully sub-licensable, non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, distribute, and create derivative works from, the Submissions on or through any Service and on or through any other online or offline medium, including but not limited to the online, offline, or electronic publication of the Black Crow. You agree that this license includes a right for Black Crow to make the Submissions available to other companies, organizations, or individuals with whom the Black Crow has relationships. You acknowledge and agree that Black Crow, in performing the required technical steps to provide the Services to users, may (a) transmit or distribute Content (including Submissions) over various public networks and in various media; and (b) make such changes to Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You confirm and warrant to Black Crow that you have all the rights, power, and authority necessary to grant the above license.

- b. *Proprietary Rights Notices.* You agree that you will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services.
  - c. *Responsibility for Content.* You agree that you are solely responsible for (and that Black Crow has no responsibility to you or to any third party for) any Content (including Submissions) that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Black Crow may suffer) by doing so.
7. **Monitoring.** Black Crow reserves the right, but has no obligation, to screen, filter, review, flag, modify, refuse, or remove any or all Content from the Service for any reason and with or without notice.
8. **Reporting Violations.** If you see something on the Service that you believe violates the Terms or these Additional Terms of Service, interferes with the ability of others to enjoy the Service, or is otherwise objectionable, please notify Black Crow at [terms@blackcrow.fm](mailto:terms@blackcrow.fm).
9. **Survival.** Upon termination of the Terms or these Additional Terms of Service, the provisions entitled Account Obligations, Disclosure of Account Information, Use and Storage, Intellectual Property, Monitoring, and Survival shall survive.