

**RULES AND REGULATIONS
FOR AFM LOCAL 802
WEBSITE/ONLINE DIRECTORY AGREEMENT
NewYorkMusicians.com**

Please read this Agreement carefully and save it. If you wish to enroll in the Referral Service's Online Directory, you must read this Agreement and indicate your acceptance of all conditions and regulations by signing/dating this Agreement. Your Musician/Band Pages will be hidden from public view until and unless the signed/dated is received and filed at the Referral Service Desk.

NewYorkMusicians.com is an online service that allows Members of the Local 802 Referral Service to post personal and band profiles online in order to procure employment. The services offered by "NewYorkMusicians.com" ("NewYorkMusicians.com" or "we"), an entity wholly owned and administered by AFM Local 802 ("Local 802"), include the NewYorkMusicians.com website (the "Musician Referrals Service Website"), and any other features, content, or applications offered from time to time by NewYorkMusicians.com in connection with the Referral Service (collectively, the "Referral Service Website").

This Terms of Use Agreement ("Agreement") sets forth the legally binding terms for your use of the Referral Service Website. As a member in good standing of AFM Local 802, and as a registrant with the NewYorkMusicians.com, you agree to be bound by this Agreement, the rules and regulations of NewYorkMusicians.com, the Bylaws of AFM Local 802 and the Bylaws of the American Federation of Musicians. You also agree to abide by all applicable laws and federal/state regulations that may apply to usage of NewYorkMusicians.com

This Agreement sets forth and establishes NewYorkMusicians.com's policy for acceptable use of the Referral Service Website and Content posted on the Referral Service Website, as well as your rights, obligations and restrictions regarding your use of the Referral Service Website and NewYorkMusicians.com's Privacy Policy. In order to continue your participation in certain Referral Service Websites, you may be notified at a future date by NewYorkMusicians.com that you are required to agree to additional terms and conditions. Unless otherwise provided by the additional terms and conditions applicable to the Referral Service Website in which you choose to participate, those additional terms will be, and are hereby, incorporated into this Agreement. You may receive a copy of this Agreement by emailing us at: contact@NewYorkMusicians.com; Subject: Terms of Use Agreement. NewYorkMusicians.com and Local 802 hereby reserve the right, in their sole and exclusive discretion, to modify this Agreement from time to time and any such modifications shall be effective and binding upon you when posted by NewYorkMusicians.com on the Referral Service Website. You agree to be bound to any changes to this Agreement when you use the Referral Service Website after any such modification is posted. It is therefore important that you review this Agreement and the NewYorkMusicians.com website regularly to ensure you are updated as to any changes.

Please choose carefully the information you post on NewYorkMusicians.com. Your NewYorkMusicians.com profile may not include the following items: any photographs containing nudity, or obscene, lewd, excessively violent, harassing, sexually explicit or otherwise objectionable subject matter.

NewYorkMusicians.com and Local 802 assume no responsibility or liability for and in connection with information provided by other NewYorkMusicians.com Members (for instance, in their Profile) which may contain inaccurate, inappropriate, offensive or sexually explicit material, products or services. If you become aware of misuse of the Referral Service Website by any person, please contact Referral Service at Referral@local802afm.org. NewYorkMusicians.com reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages) by you or any other person, or to restrict, suspend, or terminate your access to all or any part of the Referral Service Website at any time, for any or no reason, with or without prior notice, and without liability.

1. Eligibility. Use of and Membership in the Referral Service Website is void where prohibited. By using the Referral Service Website, you represent and warrant that

(a) you are a member in good standing of Local 802;

(b) you are a member of the AFM Local 802 Referral Service and all registration information you submit is truthful and accurate;

(c) you will maintain the accuracy of such information; and

(d) your use of the Referral Service Website does not violate any applicable law or regulation.

2. Term. This Agreement, and any modifications or amendments thereof, shall remain in full force and effect while you use the Referral Service Website or are a Member. NewYorkMusicians.com may terminate your Membership at any time, without warning. Even after Membership is terminated, this Agreement will remain in effect, including sections 5-17.

3. Password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another Member at any time or to disclose your password to any third party, or to allow another Member or any third party to access or utilize your password and/or account. You agree to notify NewYorkMusicians.com immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.

4. Non-commercial Use by Members. The Referral Service Website is for the use of Members only and may not be used in connection with any commercial endeavors except those that are specifically endorsed, approved or administered by NewYorkMusicians.com. Illegal and/or unauthorized use of the Referral Service Website, including collecting usernames and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Referral Service Website is prohibited and will result in the revocation of your membership. The posting of commercial advertisements, affiliate links, and other forms of solicitation is prohibited and will be removed from Member profiles without notice and shall result in termination of Membership privileges. NewYorkMusicians.com and Local 802 reserve the right to institute appropriate legal action in connection with any illegal or unauthorized use of the Referral Service Website.

5. Proprietary Rights in Content on NewYorkMusicians.com.

a. NewYorkMusicians.com does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials (collectively, "Content") that you post to the Referral Service Website. After posting your Content to the Referral Service Website, you continue to retain all ownership rights in such Content, and you continue to have the right to use your Content in any way you choose. By displaying or publishing ("posting") any Content on or through the Referral Service Website, you hereby grant to NewYorkMusicians.com and Local 802 a limited non-exclusive license to use, modify, publicly perform, publicly display, reproduce, distribute and modify for posting/streaming/downloading such Content solely on and through and in connection with the Referral Service Website, including, but not limited to, links to or with other websites.

By entering into this Agreement, you hereby acknowledge that the above non-exclusive and limited license is granted to NewYorkMusicians.com and Local 802, on a world-wide basis, in consideration of your utilization of and listing on the NewYorkMusicians.com website and that neither NewYorkMusicians.com nor Local 802 owes you any royalty payments in connection therewith. This license will terminate at the time you remove your Content from the Referral Service Website and/or this Agreement is terminated either by you or NewYorkMusicians.com.

b. By entering into this Agreement, you represent and warrant that: (i) you own the Content posted by you on or through the Referral Service Website or otherwise have the right to grant the license set forth in this section, and (ii) the posting of your Content on or through the Referral Service Website does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You agree to pay for, upon demand from NewYorkMusicians.com and/or Local 802, all royalties, fees, and any other monies owing any person by reason of any Content posted by you to or through the Referral Service Website.

c. The Referral Service Website contains Content of NewYorkMusicians.com ("NewYorkMusicians.com Content"). Any Content created and owned by NewYorkMusicians.com and/or Local 802 is protected by

copyright, trademark, patent, trade secret and other laws, and NewYorkMusicians.com and Local 802 owns and retains all rights in the NewYorkMusicians.com's Content and the Referral Service Website. NewYorkMusicians.com hereby grants you, and all public visitors to NewYorkMusicians.com, a limited, revocable, non-transferable license to reproduce and display NewYorkMusicians.com's Content (excluding any software code) solely for your personal use in connection with viewing the Referral Service Website and using the Referral Service Website.

d. The Referral Service Website contains Content created by, owned by and posted by other Users and other NewYorkMusicians.com licensors. Except for Content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell or in any other way exploit any content appearing on or through the Referral Service Website.

6. Content Posted.

a. In its sole and exclusive discretion, NewYorkMusicians.com reserves the right to delete any Content that in the sole judgment of NewYorkMusicians.com violates this Agreement or which may be offensive, illegal or violates the rights of, harms, or threatens the safety of any person. NewYorkMusicians.com assumes no responsibility for monitoring the Referral Service Website for inappropriate Content or conduct. Provided, however, that if, at any time, NewYorkMusicians.com chooses, in its sole discretion, to monitor the Referral Service Website, NewYorkMusicians.com nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content.

b. You are solely responsible for the Content that you post on or through any of the Referral Service Website, and any material or information that you transmit to other Members and for your interactions with other Users. Content is not necessarily reviewed by NewYorkMusicians.com prior to posting and does not necessarily reflect the opinions or policies of NewYorkMusicians.com. NewYorkMusicians.com makes no warranties, express or implied, as to the Content or to the accuracy and reliability of the Content or any material.

7. Content/Activity Prohibited.

NewYorkMusicians.com and Local 802 reserve the right, in their sole and exclusive discretion, to investigate and take appropriate legal action – including, but not limited to, removing the offending communication from the Referral Service Website and terminating the Membership of such violators -- against anyone who, in the sole and exclusive judgment of NewYorkMusicians.com and/or Local 802, posts Prohibited Content. Prohibited Content includes, but is not limited to Content that, in the sole discretion of NewYorkMusicians.com:

- a.** is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- b.** harasses or advocates harassment of another person;
- c.** exploits people in a sexual or violent manner;
- d.** contains nudity, violence, or offensive subject matter or contains a link to an adult website;
- e.** solicits personal information from anyone under 18;
- f.** promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- g.** promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- h.** involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- i.** contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- j.** furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- k.** solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
- l.** involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- m.** includes a photograph of another person that you have posted without that person's consent; or
- n.** for band and individual profiles, uses sexually suggestive imagery or any other unfair, misleading or deceptive Content intended to draw traffic to the profile. As determined by the Local 802 Executive Board;

- o.** criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
- p.** advertising to, or solicitation of, any Member to buy or sell any products or services through the Referral Service Website. You may not transmit any chain letters or junk email to other Members. It is also a violation of these rules to use any information obtained from the Referral Service Website in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent. If you breach this Agreement and send unsolicited bulk email, or other unsolicited communications of any kind through the Referral Service Website, you acknowledge that you will have caused substantial harm to NewYorkMusicians.com, but that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, you agree to pay NewYorkMusicians.com a monetary compensation as determined by the Local 802 Executive Board, for each such unsolicited email or other unsolicited communication you send through the Referral Service Website.
- q.** attempting to impersonate another Member or person;
- r.** using the account, username, or password of another Member at any time or disclosing your password to any third party or permitting any third party to access your account;
- s.** using any information obtained from the Referral Service Website in order to harass, abuse, or harm another person;
- t.** displaying an advertisement on your profile, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity on or through the Referral Service Website on behalf of that person, such as placing commercial content on your profile, or sending private messages with a commercial purpose; or
- u.** using the Referral Service Website in a manner inconsistent with any and all applicable laws and regulations.
- v.** statements that defame or call into disrepute Local 802, the American Federation of Musicians, their officers, employees and/or members.
- w.** Statements that encourage members in good standing of Local 802 and/or the American Federation of Musicians to violate their obligations under the Bylaws of Local 802 and/or the American Federation of Musicians.

8. Copyright Policy.

You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information or intellectual property belonging to others without (1) obtaining the prior written consent (e.g., an appropriate license) of the owner of such proprietary rights and/or intellectual property and (2) providing proof of such written consent to NewYorkMusicians.com.

NewYorkMusicians.com reserves, in its sole and exclusive discretion, the right to terminate Membership privileges of any Member who infringes the copyright rights and/or other intellectual property rights of others upon receipt of proper notification to NewYorkMusicians.com by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Referral Service Website in a way that constitutes copyright infringement, you must provide NewYorkMusicians.com administrator with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Referral Service Website; (iv) your address, telephone number, and email address; (v) a written 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; (vi) 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. NewYorkMusicians.com's Copyright Agent for notice of claims of copyright infringement can be reached as follows: AFM Local 802, 322 West 48 Street, 3rd Floor, New York, NY 10036; Attn: Copyright Agent; and email: referral@local802afm.org.

9. Privacy Policy. By entering into this Agreement, you also agree to be bound by the NewYorkMusicians.com Privacy Policy, which is incorporated into this Agreement by this reference.

10. Disclaimers.

NewYorkMusicians.com and/or Local 802 are not responsible for any incorrect or inaccurate Content posted on the Referral Service Website or in connection with the Referral Service Website, whether caused by Users of the Referral Service Website or by any of the equipment or programming associated with or utilized in the Referral Service Website. Profiles created and posted by Members on the Referral Service Website may contain links to other websites. NewYorkMusicians.com and/or Local 802 are not responsible for the Content, accuracy or opinions expressed on such linked websites, and such linked websites are in no way investigated, monitored or checked for accuracy or completeness by NewYorkMusicians.com and/or Local 802.

Inclusion of any linked website on the Referral Service Website does not imply ownership, approval or endorsement of the linked website by NewYorkMusicians.com and/or Local 802. NewYorkMusicians.com and/or Local 802 take no responsibility for third party advertisements which are posted on this Referral Service Website or through the Referral Service Website, nor does it take any responsibility for the goods or services provided by its advertisers. NewYorkMusicians.com and/or Local 802 are not responsible for the conduct, whether online or offline, of any User of the Referral Service Website. NewYorkMusicians.com and/or Local 802 assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User or Member information.

NewYorkMusicians.com and/or Local 802 are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or media-players due to, by way of illustration only, software viruses, technical problems or traffic congestion on the Internet or on any part of the Referral Service Website or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Referral Service Website. Under no circumstances shall NewYorkMusicians.com and/or Local 802 be responsible for any loss or damage, including personal injury or death, resulting from use of the Referral Service Website, attendance at a NewYorkMusicians.com and/or Local 802 event, from any Content posted on or through the Referral Service Website, or from the conduct of any Users of the Referral Service Website, whether online or offline.

The Referral Service Website are provided "AS-IS" and as available and NewYorkMusicians.com and Local 802 expressly disclaim any warranty of fitness for a particular purpose or non-infringement.

NewYorkMusicians.com and Local 802 cannot and do not guarantee and does not promise any specific results, employment, income and/or benefits from use of the Referral Service Website.

11. Disputes.

If there is any dispute about or involving the Referral Service Website or regarding the application, meaning, interpretation, scope and/or termination of this Agreement, you agree that such dispute(s) shall be governed by the laws of the State of New York, USA, without regard to conflict of law provisions, and you agree that any and all such disputes shall be exclusively resolved through the commercial arbitration procedures of the American Arbitration Association (AAA) in New York, NY, USA. In any such arbitration proceeding, the arbitrator shall have the authority to award attorneys' fees and the costs of proceedings to the prevailing party. In the event judicial action is necessary to either compel arbitration of a dispute arising hereunder or to enforce or vacate the decision of an arbitrator issued hereunder, the prevailing party shall be entitled, in addition to any other legal and/or equitable relief, to an award of those attorneys' and costs of proceeding incurred in prosecuting or defending such judicial action. Provided, however, that nothing in the foregoing shall prevent, bar or enjoin either NewYorkMusicians.com and/or Local 802 from commencing an action for appropriate injunctive relief in the event of any claim relating to the infringement or unauthorized use or exploitation of Content and other intellectual property which solely belongs to and is owned and/or licensed by NewYorkMusicians.com and/or Local 802.

12. Indemnity.

You agree to indemnify and hold NewYorkMusicians.com, Local 802, their subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Referral Service Website in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any Content that you post on the Referral Service Website or through the Referral Service Website causes NewYorkMusicians.com and/or Local 802 to be liable to another.

13. Other.

This Agreement is accepted upon your use of the Referral Service Website or any of the NewYorkMusicians.com Services and is further affirmed by you becoming a Member and/or signing below. This Agreement constitutes the entire agreement between you and NewYorkMusicians.com regarding the use of the Referral Service Website. The failure of NewYorkMusicians.com to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

NewYorkMusicians.com is a trademark of AFM Local 802. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. Please contact us at referral@local802afm.org or (212) 245-1091 with any questions regarding this Agreement.

By checking this box, I hereby state that I understand NewYorkMusicians.com and Local 802 cannot and do not guarantee and does not promise any specific results, employment, income and/or benefits from use of the Referral Service Website.

I hereby state that I have read and understood the Rules & Regulations of the AFM Local 802 Referral Service as well as the provisions of the Website Agreement and agree to adhere to and be bound by the same, and I acknowledge I have received a copy of these Rules & Regulations.

***Local 802 AFM Member Signature*
(Checking the Checkbox above is equivalent to a handwritten signature.)

Union Card # _____

_____ **Print Name**

Date _____

_____ **Email**

