

Terms of Service

Updated February 28, 2018

General Information

Welcome to “My Rock n’ Roll Memories (“MRRM,” “we,” “us,” “our”), a platform for you to create and engage with content, connect through communities. These Terms of Service (the “Terms”) govern your access and the use of the www.myrocknrollmemories.com website, its subdomains, and all of the website and Internet properties owned by MRRM (the “Site”) our products, and any information, text, graphics, photos, or other materials uploaded to, downloaded from, or appearing on the Site, or products (collectively, the “Content”). We refer to the Site and our products throughout these Terms as the “Services.” These Terms are a legally binding agreement between you and MRRM. Read this agreement carefully before using our services. Contact us through the form on the About Us page.

Effective Date

These Terms are effective as of January 1, 2018.

Who can use My Rock n’ Roll Memories?

MRRM is only for people 18 years or older. By logging on to MRRM, you confirm that you are above the minimum age and are not barred from doing so under applicable law.

MRRM is a Not-for-Profit Endeavor

MRRM is not a revenue-generating entity. There are no fees for participation, no revenue gained by advertising. There are no sales of any kind.

Privacy Policy

We are committed to protecting the privacy of your information. Please see our Privacy Policy for information about how we collect, use, and disclose your information in connection with your access and use of the Services. By accessing or using the Services, you agree to the terms of our Privacy Policy.

Intellectual Property and Use of Services

The Services are protected by copyright, trademark, and other intellectual property rights and laws of the United States and other applicable countries. You agree to abide by all applicable proprietary rights and laws, as well as any trademark or copyright notices or restrictions contained in the Terms. MRRM's trademarks, service marks, slogans, logos, trade dress, and other identifiers ("Marks"), including, but not limited to, page headers, customer graphics, button icons and scripts, that are displayed in the Content of our Services are our property, unless as otherwise disclosed. You are prohibited from modifying, copying, displaying, distributing, transmitting, publishing, selling, licensing, creating derivative works from, or using any portions of the Content for commercial or public purposes without our express authorization. You may use material in limited quantities from the Content for your personal noncommercial use. We reserve the right to terminate at any time your permission to make personal copies of material from the Content. Nothing contained herein shall be construed as conferring by implication, or otherwise any license or right under any patent, trademark, copyright or other proprietary right of MRRM.

MRRM does not claim ownership of any Content that you post on or through the Services. However, you hereby grant MRRM a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license to use the Content that you post on or through the Services, and the right to sublicense, reproduce, prepare derivative works based on, distribute copies of, publicly display and publicly perform, your Content on, through or by means of the Services and any future Services we may offer or conduct.

You are solely responsible for the Content you submit or post. This means you assume all risks related to it, including someone else's reliance on its accuracy, or claims relating to intellectual property or other legal rights.

As stated in our Privacy Policy, you can request deletion of your posts, or your account, at any time. Processing the deletion may take time, but we will do it as quickly as possible. Please note that modifying, updating, or deleting any information will not guarantee the modification, updating, or deletion of any such information that may reside in back-up or disaster-recovery storage.

Copyright Policy

Notification of Copyright Infringement:

MMR respects the intellectual property rights of others and expects its users to do the same.

It is MRRM's policy to terminate in appropriate circumstances and at its discretion account holders or subscribers who repeatedly infringe or who are repeatedly charged with infringing the rights of copyright holders.

If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking

place on this site via the Contact Us form on the About Us page. MRRM will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Services.

Notice of Alleged Infringement (“Notice”)

1. Identify the copyrighted work that you claim has been infringed, or if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
2. Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Site(s) where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:
 - I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”
 - I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”
5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to MRRM. Appropriate action will be taken to satisfy all legitimate claims. We always act in good faith when it comes to protecting the intellectual property rights of everyone in the community.

Rights MRRM Grants to You

Subject to your compliance with these Terms, MRRM grants you access to view any Content that belongs to MRRM. You agree that you won’t use any Content or articles except as expressly permitted in these Terms. Please follow the steps in accordance with the functionality of this site if you want to remove your Content and/or account. However, in certain instances, some of your Content (such as posts or comments you make) may not be completely removed and copies of your content may continue to exist on the Services.

Prohibited Uses of the Services

You may use the Services only for lawful purposes and only for your personal noncommercial use, which includes viewing and requesting information about our Services. You are responsible for any communications you make to us through the Services. You agree that we retain all rights in our Services, including certain intellectual property rights. You agree not to copy or adapt any portion of our code or visual design elements (including logos) without our permission. You may not use our Services to do, or try to do, the following:

- (a) submit information that is false, inaccurate, or not your own;
- (b) engage in conduct that is illegal or would constitute a criminal offense;
- (c) transmit information that is copyrighted or otherwise owned by a third party unless you are the copyright owner or you have the owner's permission transmit it;
- (d) transmit information that infringes on another person's intellectual property or privacy rights;
- (e) communicate information derived from the Services to foreign nations in violation of applicable export control laws;
- (f) gain unauthorized access to our networks or otherwise interfere with our network security;
- (g) access or tamper with non-public areas of our Services, our computer systems, or the systems of our technical providers;
- (h) access or search our Services by any means other than what is made publicly available to our users,
- (i) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use our Services to send altered, deceptive, or false source-identifying information; or
- (j) interfere with, or disrupt, the access of any user, host, or network, including sending a virus, overloading, flooding, spamming, mail-bombing our services, or by scripting the creation of material or user accounts in such a manner as to interfere with or create an undue burden on our Services
- (k) crawl our Services and agree not to scrape the Services or its Content.

Rules

MRRM is an open social platform that allows for the creation, discovery and amplification of content, giving people the opportunity to share what's most important to them and their communities, amplifying unique perspectives and moving conversations forward. We encourage all MRRM users to share their perspectives on a range of topics related to their music interests.

Due to the diverse views represented on our platform, some disagreements, debates and disputes are inevitable. However, in all cases, we expect our users to treat each other with

respect—our aim is to fuel conversations and forge connections, but never to misinform or discourage dialogue.

MRRM features communities overseen both by editors as well as individual users who post content to our site. Therefore, not everything is seen, edited and approved by our internal team before being posted. True to our open platform format, we always look to our greater MRRM community to weigh in. That's where you come in.

Being an open space for people to freely express their thoughts, we believe in the power of a great comeback. Whenever disagreement arises, we want to empower individuals to enter the conversation with a response, rather than dismissing ideas with censorship.

We have guidelines (featured below), that help MRRM determine when a post is unfit to be posted on our platform. If you find any content that violates our guidelines, please let us know through the form on the Contact Us page.

The Rules

Plagiarism

We do not permit plagiarism of any kind. If you believe an article has been copied from another source, please report it here. We will pull the article down, review the case and report back our findings.

Hate speech

Hate speech is any speech that offends, threatens, or insults groups, based on race, color, religion, national origin, sexual orientation, disability, or other traits, and is unacceptable in any capacity. MRRM reserves the right to request edits to any piece of content that may include hate speech, as well the ability to remove the piece from the site.

Harassment

MRRM does not permit articles that harass, shame or threaten individuals and/or groups, or would encourage others to do so after reading. These include but are not limited to:

- Posting any personal images taken or posted without the owner's express consent
- Bullying or shaming someone, or posting things likely to encourage others to do so
- Using responses, in a way intended to annoy or harass someone as opposed to joining the conversation
- Using personal information to target, shame, blackmail, harass, intimidate, endanger, etc.
- Posting copies of private communications between private individuals without the explicit consent of all parties to the communication

Threats of violence

Content posted should never threaten, encourage or incite violence against anyone, either directly or indirectly. We may remove any users or pieces of content that incite violence in any capacity.

Spam

Posting content promoting another organization or site is allowed in most circumstances. However, we do not allow users to post spam articles on our platform. This may include:

- Any content that is a blatant advertisement intended to drive MRRM's audience to an external site
- Re-posting content, whether from a single MRRM account or across multiple accounts for personal gain

Graphic, profane content

Do not include any pornographic or sexually explicit images in your article. We do allow erotic writing and suggestive images that are not pornographic or violent. Profanity is not allowed.

Self-harm content

Content that encourages or promotes acts of self-harm, (i.e. cutting, eating disorders or suicide) are subject to removal. Steps will be taken with any content pertaining to these issues if a resolution or avenue to receive help is not addressed as the purpose of the post. If you encounter users contemplating or threatening self-harm, please use the form on the Contact Us page.

How to report a violation

If you find a post or user account on MRRM that violates these guidelines, you can use the form to Contact Us on the About Us page. Please provide as much detail as possible, and we will be in touch as soon as possible.

If you break the rules

If someone reports that you have broken one of our guidelines, a member of the editorial team may contact you directly to discuss your piece. We reserve the right to ask you to change or delete sections, as well as, without notice, to remove your piece altogether and remove you as a user from the platform.

As our platform grows, we may change these guidelines at any time, so be sure to check back here for current versions as they become available.

Disclaimers of Warranties

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR

FREE, OR VIRUS FREE, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. INFORMATION OBTAINED THROUGH THE SERVICES HAS NOT BEEN VERIFIED, AND WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT SUCH INFORMATION IS ACCURATE, COMPLETE, RELIABLE, OR OTHERWISE VALID.

WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, TRADE USAGE, OR TRADE PRACTICE.

Limitation of Liability

YOU ACKNOWLEDGE THAT YOU ARE 18 YEARS OF AGE OR OLDER. YOU ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK AND DISCRETION. YOU ACKNOWLEDGE THAT WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY DAMAGE TO YOU, YOUR COMPUTER, OR YOUR OTHER PROPERTY DUE TO YOUR ACCESS TO OR USE OF THE SERVICES OR ANY MATERIALS PROVIDED ON THE SITE OR APP. YOU ACKNOWLEDGE THAT INFORMATION TRANSMITTED THROUGH THE INTERNET IS NEVER COMPLETELY SECURE. NEITHER MRRM, NOR ANY OF OUR EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, VOLUNTEER, OR LICENSORS (COLLECTIVELY, "OUR ASSOCIATES") SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY COMPENSATORY, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ATTORNEYS' FEES, OR FOR LOST DATA OR LOST PROFIT, ARISING OUT OF YOUR USE OF THE SERVICES OR INABILITY TO GAIN ACCESS TO THE SERVICES, EVEN IF WE OR AN ASSOCIATE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE. THIS LIMITATION APPLIES TO ALL KINDS OF LEGAL CLAIMS, SUCH AS BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, OR ANY OTHER LOSS OR HARM.

YOUR SOLE RIGHT AND REMEDY WITH RESPECT TO ANY DISPUTE WITH US IS TO STOP USING THE SERVICES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, IN SUCH STATES AND JURISDICTIONS LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IF THE FOREGOING LIMITATIONS ARE UNENFORCEABLE, YOU AGREE THAT MRRM'S LIABILITY TO YOU UNDER THESE TERMS SHALL NOT EXCEED THE AMOUNTS PAID BY YOU TO ODYSSEY IN THE THREE (3) MONTHS PRIOR TO THE ACCRUAL OF ANY SUCH CLAIM.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS MRRM AND OUR ASSOCIATES, FROM AND AGAINST ANY CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING ALL COSTS OF LEGAL PROCEEDINGS AND ATTORNEYS' FEES, ARISING IN CONNECTION WITH USE OF THE SITE BY YOU, OR IN CONNECTION WITH A VIOLATION OR BREACH OF THESE TERMS BY YOU, INCLUDING WITHOUT LIMITATION, YOUR VIOLATION OF ANY LAWS GOVERNING COMMUNICATIONS OR INTELLECTUAL PROPERTY.

YOU ACKNOWLEDGE AND AGREE THAT ANY AND ALL DISCLAIMERS IN THESE TERMS AND THE PROVISIONS OF THESE TERMS REFLECT A FAIR AND REASONABLE ALLOCATION OF RISK BETWEEN MRRM AND YOU.

Governing Law and Disputes

This agreement is governed by Texas law without regard to its conflict of laws provisions.

You and MRRM agree to resolve any claims relating to this agreement or the services through final and binding arbitration. MRRM will not cover any fees associated with arbitration.

Right of Modification and Termination

We may at any time revise these Terms by updating this posting. You are bound by such revisions and should therefore periodically visit this page to review the current Terms. Additionally, we may terminate this agreement at any time, without notice to you, if we believe, in our sole discretion, that you have breached or may breach any term or condition of the Terms, or we may terminate this agreement for our convenience. You may terminate this agreement at any time by destroying all materials received from our Services and ceasing to use our Services.

We reserve the right, without notice and for any reason, to remove any Content from the Site correct any errors, inaccuracies, or omissions in any Content on the Site, change or update any Content on the Site and to deny access of any user(s) to all or any part of the Services at any time, for any reason, and without prior notice. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

You may stop using the Services at any time. The provisions relating to ownership of your Content posted by you, disclaimers, limitations of liability, dispute resolution and general terms survive any termination or cancellation of Services.

General Terms

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. These Terms constitute the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms). Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party. If any provision of this agreement is found invalid by an arbitrator or a court, you agree that the arbitrator or court should try to give effect to the parties' intentions as reflected in the

provision and that other provisions of this agreement will remain in full effect. We may freely assign this agreement but you may not assign this agreement without our consent.

Our Policy Toward Children

Our Services are not directed to individuals under 18 and we do not knowingly collect PII from individuals under 18. If we learn that we have collected PII of a person under 18 we will take steps to delete such information from our files as soon as possible.

Severability

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

Privacy Policy

Protecting your privacy is important to us. With this in mind, we're providing this Privacy Policy to explain our practices regarding the collection, use and disclosure of information that we receive through our services. This Privacy Policy does not apply to any third-party websites, services or applications, even if they are accessible through our services. Also, please note that, unless we define a term in this Privacy Policy, all capitalized terms used in this Privacy Policy have the same meanings as in our Terms of Service. So, please make sure that you have read and understand our Terms of Service.

Revisions to this Privacy Policy

Any information that is collected via our services is covered by the Privacy Policy in effect at the time such information is collected. We may revise this Privacy Policy from time to time. If we make any material changes to this Privacy Policy, we'll notify you of those changes by posting them on our services or by sending you an email or other notification, and we'll update the "Last Updated Date" above to indicate when those changes will become effective.

Collection and Use of Information

Account Information: If you submit content, we'll collect and retain certain information that can be used to identify you, such as your name, email address, postal address and phone number ("PII").

Information you Provide to Us:

We will collect all the information that you provide to us via your articles and other content that you submit on our website. So please use discretion when submitting articles and other content to our services.

Information Collected Using Cookies and other Web Technologies:

Like many website owners and operators, we may use automated data collection tools such as Cookies and Web Beacons to collect certain information. “Cookies” are small text files that are placed on your device by a Web server when you access our services. We may use both session Cookies and persistent Cookies to identify that you’ve logged in to the services and to tell us how and when you interact with our services. We may also use Cookies to monitor aggregate usage and web traffic routing on our services and to customize and improve our services. Unlike persistent Cookies, session Cookies are deleted when you log off from the services and close your browser. Although most browsers automatically accept Cookies, you can change your browser options to stop automatically accepting Cookies or to prompt you before accepting Cookies. Please note, however, that if you don’t accept Cookies, you may not be able to access all portions or features of the services.

Information Related to Use of the Services:

Our ISP servers automatically record certain information about how a person uses our services (we refer to this information as “Log Data”), including both account holders and non-account holders (either, a “User”). Log Data may include information such as a User’s Internet Protocol (IP) address, browser type, operating system, the web page that a User was visiting before accessing our services, the pages or features of our services to which a User browsed and the time spent on those pages or features, search terms, the links on our services that a User clicked on and other statistics. We use Log Data to administer the services and we analyze (and may engage third parties to analyze) Log Data to improve, customize and enhance our services by expanding their features and functionality and tailoring them to our Users’ needs and preferences. We may use a person’s IP address to generate aggregate, non-identifying information about how our services are used.

Information Sent by Your Device:

We collect certain information that your device sends when you use our services, like a device identifier, user settings and the operating system of your device, as well as information about your use of our services.

Use of Information Collected

Our primary goal in collecting information are to provide and improve our services, to administer your use of the services (including your account, if you are an account holder), and to enable you to enjoy and easily navigate our services. We will use your PII to:

- provide services, communicate with you and provide customer support in relation to the services.
- customize your experience and otherwise measure and improve our services.

- send you relevant emails, newsletters and communications (including sending you or surfacing to you relevant articles based on your interest and keeping you informed about our products, offerings and any promotional offers) that might be of interest to you. If we use your personal information to market to you, you will be able to opt-out of such uses.
- enforce our agreements, terms, conditions, and policies, and send you notices and alerts.

Information that We Share with Third Parties:

We will not share any PII that we have collected from or regarding you.

Information Disclosed in Connection with Business Transactions:

Information that we collect from our users, including PII, is considered to be a potential business asset. Thus, if we are acquired by a third party as a result of a transaction such as a merger, acquisition or asset sale or if our assets are acquired by a third party in the event we go out of business or enter bankruptcy, some or all of our assets, including your PII, may be disclosed or transferred to a third party acquirer in connection with the transaction.

Information Disclosed for Our Protection and the Protection of Others:

We cooperate with government and law enforcement officials or private parties to enforce and comply with the law. We may disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate: (i) to respond to claims, legal process (including subpoenas); (ii) to protect our property, rights and safety and the property, rights and safety of a third party or the public in general; and (iii) to stop any activity that we consider illegal, unethical or legally actionable activity.

Your Choices

Opt-Out:

We may periodically send you free newsletters, and e-mails that directly promote our services, and articles that we think you might enjoy. When you receive such promotional communications from us, you will have the opportunity to “opt-out” (either through your account or by following the unsubscribe instructions provided in the e-mail you receive). We do need to send you certain communications regarding the services and you will not be able to opt out of those communications – e.g., communications regarding updates to our Terms of Service or this Privacy Policy.

The Security of Your Information

We take reasonable administrative, physical and electronic measures designed to protect the information that we collect from or about you (including your PII) from unauthorized access, use or disclosure. When you enter sensitive information on our forms, we encrypt this data

using SSL or other technologies. Please be aware, however, that no method of transmitting information over the Internet or storing information is completely secure. Accordingly, we cannot guarantee the absolute security of any information.

Links to Other Sites

Our services may contain links to websites and services that are owned or operated by third parties (each, a “Third-party Service”). Any information that you provide on or to a Third-party Service or that is collected by a Third-party Service is provided directly to the owner or operator of the Third-party Service and is subject to the owner’s or operator’s privacy policy. We’re not responsible for the content, privacy or security practices and policies of any Third-party Service. To protect your information we recommend that you carefully review the privacy policies of all Third-party Services that you access.

International Transfer

Your PII may be transferred to, and maintained on, computers located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you’re located outside the United States and choose to provide your PII to us, we may transfer your PII to the United States and process it there.

Sincerely,

The MRRM Team