

By uploading any Music or Artworks to the Site:

- you represent and warrant, and can demonstrate to Company's full satisfaction upon request, that (i) you own or otherwise control all rights to your Music and Artworks (or that such Music and Artworks are in the public domain or have otherwise been directly licensed to the Artist in writing with a grant of rights sufficient to permit the Artist to enter into this Agreement and to grant all of the rights with respect to the Artist's Music or Artworks as set forth in this Agreement (hereinafter "Direct Licensed"); (ii) you have full authority to act on behalf of any and all owners of any right, title or interest in and to any Music you upload to the Service and to the Artworks; (iii) you have permission to use the name and likeness of each identifiable individual person whose name or likeness is contained or used within the Music and/or Artworks, and to use such individual's identifying or personal information (to the extent such information is used or contained in the Music and/or Artworks) as contemplated by these Terms of Use, and (iv) you are authorized to grant all of the aforementioned rights to the Music and/or Artworks to Company and all users of the Service.
- you represent and warrant that the use or other exploitation of your Music and/or Artworks by Company and its authorized sublicensees and distributors and/or by users of the Site as contemplated by this Agreement will not infringe or violate the rights of any third party, including, without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.
- you represent and warrant that, to the extent you are the songwriter of any or all of the Musical Works embodied in your Sound Recordings or Music Videos, whether in whole or in part (e.g., as a co-writer), you have the full right, power, and authority to grant the rights set forth in this Agreement notwithstanding the provisions of any agreement you may have entered into with any performing rights organization ("PRO"), whether based in the United States (e.g., ASCAP, BMI or SESAC) or elsewhere, or any music publisher, and that you are solely responsible for taking all steps necessary to inform such PRO or music publisher of your grant of a royalty free license to Company for the public performances and communications to the public of your Musical Works, and that no fees or payments of any kind whatsoever shall be due to any PRO or music publisher for the public performance or communication to the public of your Musical Works.
- you represent and warrant that no fees of any kind shall be due any third party, including, but not limited to, any union, guild, non-featured vocalist or musician, engineer or producer, for the use or re-use of your Music as authorized under this Agreement.