

# Myspace.com Terms of Use Agreement

June 25, 2009

Myspace LLC ("Myspace" or "we") operates Myspace.com, which is a social networking platform that allows Members to create unique personal profiles online in order to find and communicate with old and new friends. The services offered by Myspace include any Myspace-branded URL (the "Myspace Website"), Myspace messaging services (including, without limitation, instant messaging, private messaging, and email services), Myspace music and video services, Myspace developer services, Myspace mobile services, and any other features, content, or applications offered from time to time by Myspace in connection with Myspace's business (collectively, the "Myspace Services"). The Myspace Services are hosted in the United States.

This Terms of Use Agreement, as may be modified from time to time, ("Agreement") constitutes legally binding terms and applies to your use of the Myspace Services. By accessing and/or using the Myspace Services, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the Myspace Services, including, without limitation, through a mobile or other wireless device, or otherwise use the Myspace Services without being registered) or you are a "Member" (which means that you have registered with Myspace). The term "User" refers to a Visitor or a Member. You are authorized to use the Myspace Services (regardless of whether your access or use is intended) only if you agree to abide by all applicable laws, rules and regulations ("Applicable Law") and the terms of this Agreement. In addition, in consideration for becoming a Member and/or making use of the Myspace Services, you must indicate your acceptance of this Agreement during the registration process.

Myspace reserves the right to modify this Agreement at any time and from time to time, and each such modification shall be effective upon posting on the Myspace Services. All material modifications will apply prospectively only. Your continued use of the Myspace Services following any such modification constitutes your agreement to be bound by and your acceptance of the Agreement as so modified. It is therefore important that you review this Agreement regularly. If you do not agree to be bound by this Agreement and to abide by all Applicable Law, you must discontinue use of the Myspace Services immediately. You may receive a copy of this Agreement by contacting us at our [Help site](#).

## 1. Eligibility

Use of the Myspace Services and registration to be a Member for the Myspace Services ("Membership") is void where prohibited. By using the Myspace Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 13 years of age or older; and (d) your use of the Myspace Services does not violate any Applicable Law. Your profile may be deleted and your Membership may be terminated without warning, if we believe that you are under 13 years of age, if we believe that you are under 18 years of age and you represent yourself as 18 or older, or if we believe you are over 18 and represent yourself as under 18.

## 2. Term

This Agreement, and any posted revision to this Agreement, shall remain in full force and effect while you use the Myspace Services or are a Member. You may terminate your Membership at any time, for any reason, by following the instructions on the Member's Account Settings page. Myspace may terminate your Membership at any time, for any or no reason, with or without prior notice or explanation, and without liability. Furthermore, Myspace reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including, without limitation, private messages, emails and instant messages (collectively, "messages")) by you, or to deny, restrict, suspend, or terminate your access to all or any part of the Myspace Services at any time, for any or no reason, with or without prior notice or explanation, and without liability. In addition, Myspace reserves the right, in its sole discretion, to reassign or rename your profile URL. Myspace expressly reserves the right to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the Myspace Services if Myspace determines, in its sole discretion, that you have violated this Agreement or pose a threat to Myspace, its employees, business partners, Users and/or the public. Even after Membership is terminated, this Agreement will remain in effect, including, without limitation, Sections 5-18.

## 3. Fees

You acknowledge that Myspace reserves the right to charge for any portion of the Myspace Services and to change its fees (if any) from time to time in its discretion. If Myspace terminates your Membership because you have



[Open Player](#)

[Password](#)

When you sign up to become a Member, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, email address or password of another Member at any time or to disclose your password to any third party. You agree to notify Myspace 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.

## 5. Use by Members

The Myspace Services are for the personal use of Members and may only be used for direct commercial purposes if they are specifically endorsed or authorized by Myspace. Myspace reserves the right to remove commercial content in its sole discretion. Illegal and/or unauthorized use of the Myspace Services, including, without limitation, collecting usernames, user id numbers, 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 Myspace Services, or employing third party

## Myspace Support

[Help](#)

[Myspace Safety](#)

## Myspace Safety

Featuring tips for parents and educators, teens and all other Myspace users.

[Learn more.](#)

U.S. v. Nosal, NO. 10-10038 archived on April 20, 2012

promotional sites or software to promote profiles for money, is prohibited. Commercial advertisements, affiliate links, and other forms of unauthorized data collection or solicitation may be removed from Member profiles without notice or explanation and may result in termination of Membership privileges. Myspace reserves the right to take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Myspace Services.

---

## 6. Proprietary Rights in Content on Myspace

8. 1 Myspace does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials (collectively, "Content") that you transmit, submit, display or publish ("post") on, through or in connection with the Myspace Services. After posting your Content on, through or in connection with the Myspace Services, you continue to retain any such rights that you may have in your Content, subject to the limited license herein. By posting any Content on, through or in connection with the Myspace Services, you hereby grant to Myspace a limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such Content solely on, through or in connection with the Myspace Services, including, without limitation, through the Myspace Services to applications, widgets, websites or mobile, desktop or other services which are linked with your Myspace account (collectively, "Linked Services"), including, without limitation, distributing part or all of the Myspace Services and any Content included therein, in any media formats and through any media channels, except that Content marked "private" will not be distributed by Myspace outside the Myspace Services and Linked Services. This limited license does not grant Myspace the right to sell or otherwise distribute your Content outside of the Myspace Services or Linked Services. After you remove your Content from the Myspace Services we will cease distribution as soon as practicable, and at such time when distribution ceases, the license will terminate. If after we have distributed your Content outside of the Myspace Services, you change the Content's privacy setting to "private," we will cease distribution of such "private" Content outside of the Myspace Services as soon as practicable after you make the change. Notwithstanding the foregoing, you understand and agree that once Content is distributed to a Linked Service or incorporated into other aspects of the Myspace Services, Myspace is under no obligation to delete or ask other Users or a Linked Service to delete that Content, and therefore it may continue to appear and be used indefinitely.

8. 2 The license you grant to Myspace is non-exclusive (meaning you are free to license your Content to anyone else in addition to Myspace), fully-paid and royalty-free (meaning that Myspace is not required to pay you or anyone else deriving rights from you for the use on the Myspace Services of the Content that you post), sublicensable (so that Myspace is able to use its affiliates, subcontractors and other partners such as Internet content delivery networks and wireless carriers to provide the Myspace Services), and worldwide (because the Internet and the Myspace Services are global in reach).

8. 3 You represent and warrant that: (i) you own the Content posted by you on, through or in connection with the Myspace Services, or otherwise have the right to grant the license set forth in this section 6, and (ii) the posting of your Content on, through or in connection with the Myspace Services and/or Linked Services 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 all royalties, fees, and any other monies owing any person or entity by reason of the use of any Content posted by you on or through the Myspace Services and/or Linked Services.

8. 4 The Myspace Services contain Content of Myspace ("Myspace Content"). Myspace Content is protected by copyright, trademark, patent, trade secret and other laws, and Myspace owns and retains all rights in the Myspace Content and the Myspace Services. Myspace hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the Myspace Content (excluding any software code) solely for your personal use in connection with viewing the Myspace Website and using the Myspace Services.

8. 5 The Myspace Services contain Content of Users and other Myspace licensors. Except as provided within this Agreement, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, sell or otherwise use any Content appearing on or through the Myspace Services.

8. 6 Myspace performs technical functions necessary to offer the Myspace Services, including, but not limited to, the technical processing and transmission of email communications to perform the email service, and transcoding and/or reformatting Content to allow its use throughout the Myspace Services. In addition, you agree and acknowledge that Myspace may send messages including, but not limited to, notifications, special offers, promotions, commercial advertisements, and marketing materials, in connection with the Myspace Services. You can control what type of communications you receive from the Myspace Services by logging into your account and choosing the appropriate notifications settings or by following the unsubscribe instructions contained at the bottom of commercial emails.

8. 7 Myspace reserves the right to limit the storage capacity of Content that you post on, through or in connection with the MySpace Services.

---

## 7. Content Posted

Please choose carefully the information that you post on, through or in connection with the Myspace Services and that you provide to other Users. Your Myspace profile may not include any form of Prohibited Content, as outlined in Section 8 below. Despite this prohibition, information, materials, products or services provided by other Myspace Members (for instance, in their profiles) or Linked Services may, in whole or in part, be unauthorized, impermissible or otherwise violate this Agreement, and Myspace assumes no responsibility or liability for this material. If you become aware of misuse of the Myspace Services by any person or Linked Service, please click on the "Contact Myspace" or the "Report Abuse" link at the bottom of the Myspace Website pages.

8. 1 Myspace may reject, refuse to post or delete any Content for any or no reason, including, but not limited to, Content that in the sole judgment of Myspace violates this Agreement or which may be offensive, illegal or

U.S. v. No. 2:10-cv-010038-archived on April 20, 2012

violate the rights of any person or entity, or harm or threaten the safety of any person or entity. Myspace assumes no responsibility for monitoring the Myspace Services for inappropriate Content or conduct. If at any time Myspace chooses, in its sole discretion, to monitor the Myspace Services, Myspace 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.

8. 2 You are solely responsible for the Content that you post on, through or in connection with any of the Myspace Services, and any material or information that you transmit to other Members and for your interactions with other Users.

---

#### 8. Content/Activity Prohibited

The following are examples of the kind of Content that is illegal or prohibited to post on, through or in connection with the Myspace Services. Myspace reserves the right to investigate and take appropriate legal action against anyone who, in Myspace's sole discretion, violates this provision, including, without limitation, removing the offending Content from the Myspace Services, terminating the Membership of such violators and/or reporting such Content or activities to law enforcement authorities. Prohibited Content includes, but is not limited to, Content that, in the sole discretion of Myspace:

8. 1 is patently offensive or promotes or otherwise incites racism, bigotry, hatred or physical harm of any kind against any group or individual;
8. 2 harasses or advocates harassment of another person;
8. 3 exploits people in a sexual or violent manner;
8. 4 contains nudity, excessive violence, or offensive subject matter or contains a link to an adult website;
8. 5 solicits or is designed to solicit personal information from anyone under 18;
8. 6 publicly posts information that poses or creates a privacy or security risk to any person;
8. 7 constitutes or promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
8. 8 constitutes or 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 manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
8. 9 involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging "spimming," or "spamming";
8. 10 contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
8. 11 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;
8. 12 solicits or is designed to solicit passwords or personal identifying information for commercial or unlawful purposes from other Users;
8. 13 involves commercial activities and/or sales without prior written consent from Myspace such as contests, sweepstakes, barter, advertising, or pyramid schemes;
8. 14 includes a photograph or video of another person that you have posted without that person's consent;
8. 15 for band, comedy, filmmaker and other profiles, uses sexually suggestive imagery or any unfair, misleading or deceptive Content intended to draw traffic to the profile; or
8. 16 violates or attempts to violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person.
8. 17 The following are examples of the kind of activity that is illegal or prohibited on the Myspace Website and through your use of the Myspace Services. Myspace reserves the right to investigate and take appropriate legal action against anyone who, in Myspace's sole discretion, violates this provision, including, without limitation, terminating your Membership and/or reporting such activity or Content to law enforcement authorities. Prohibited activity includes, but is not limited to:
  8. 18 criminal or tortious activity, including, but not limited to, child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, defamation, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
  8. 19 advertising to, or solicitation of, any Member to buy or sell any products or services through the unauthorized or impermissible use of the Myspace Services. You may not transmit any chain letters or junk email to other Members. In order to protect our Members from such advertising or solicitation, Myspace reserves the right to restrict the number of emails which a Member may send to other Members in any 24-hour period to a number which Myspace deems appropriate in its sole discretion. If you breach this Agreement and send or cause to send (directly or indirectly) unsolicited bulk messages, status or mood updates, bulletins or other unauthorized commercial communications of any kind through the Myspace Services, you acknowledge that you will have caused substantial harm to Myspace, but that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, you agree to pay Myspace \$50 for each actual or intended recipient of

U.S. v. Nosal, No. 10-10098, archived on April 20, 2012

such unsolicited message, status or mood update, bulletin or other unauthorized commercial communication you send through the MySpace Services;

8. 20 circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person in circumventing or modifying any security technology or software that is part of the Myspace Services;

8. 21 activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network;

8. 22 modifying, copying, distributing, downloading, scraping or transmitting in any form or by any means, in whole or in part, any Content from the Myspace Services other than your Content which you legally post on, through or in connection with the Myspace Services;

8. 23 providing or using "tracking" or monitoring functionality in connection with the Myspace Services, including, without limitation, to identify other Users' views, actions or other activities on the Myspace Services;

8. 24 covering or obscuring the banner advertisements and/or safety features (e.g., report abuse button) on your personal profile page, or any Myspace page via HTML/CSS or any other means;

8. 25 any automated use of the system, such as, but not limited to, using scripts to add friends or send comments, messages, status or mood updates, blogs or bulletins;

8. 26 interfering with, disrupting, or creating an undue burden on the Myspace Services or the networks or services connected to the Myspace Services;

8. 27 impersonating or attempting to impersonate Myspace or a Myspace employee, administrator or moderator, another Member, or person or entity (including, without limitation, the use of email addresses associated with or of any of the foregoing);

8. 28 for band, comedy, filmmaker and other profiles containing a Myspace player, copying the code for your Myspace Player and embedding it (or directing others to embed it) anywhere other than in your band profile on Myspace;

8. 29 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;

8. 30 selling or otherwise transferring your profile, your email address or URL;

8. 31 using or distributing any information obtained from the Myspace Services in order to harass, abuse or harm another person or entity, or attempting to do the same;

8. 32 displaying an unauthorized commercial advertisement on your profile, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity through the unauthorized or impermissible use of the Myspace Services on behalf of that person, such as placing commercial content on your profile, links to e-commerce sites not authorized by Myspace, posting status or mood updates, blogs or bulletins with a commercial purpose, selecting a profile with a commercial purpose as one of your top friends, or sending messages with a commercial purpose;

8. 33 relaying email from a third party's mail servers without the permission of that third party;

8. 34 using invalid or forged headers to disguise the origin of any Content transmitted to or through Myspace's computer systems, or otherwise misrepresenting yourself or the source of any message or Content;

8. 35 using any automated system, including, but not limited to, scripts or bots in order to harvest email addresses or other data from the Myspace Website for the purposes of sending unsolicited or unauthorized material;

8. 36 engaging in, either directly or indirectly, or encouraging others to engage in, click-throughs generated through any manner that could be reasonably interpreted as coercive, incentivized, misleading, malicious, or otherwise fraudulent; or

8. 37 using the Myspace Services in a manner inconsistent with any and all Applicable Law.

---

## 9. Protecting Copyrights and Other Intellectual Property

Myspace respects the intellectual property of others, and requires that our users do the same. You may not upload, embed, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. It is Myspace's policy to terminate, in appropriate circumstances, the membership of repeat infringers.

If you believe your work has been copied and posted on or through the Myspace Services in a way that constitutes copyright infringement, please send Myspace's Copyright Agent a notification of claimed infringement with all of the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Myspace Services (providing the URL(s) of the claimed infringing material satisfies this requirement); (c) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address; (d) 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; (e) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf;

U.S. Postal No. 10-10038 archived on April 20, 2012

and (f) your physical or electronic signature. Myspace's Copyright Agent for notification of claimed infringement can be reached as follows: Copyright Agent, Myspace LLC 8391 Beverly Blvd., #349, Los Angeles, CA 90048; Facsimile: (310) 734-1748; Phone: (424) 202-6148; Attn: Copyright Agent. Myspace's Copyright Agent for notification of claimed infringement can also be reached electronically at [copyrightagent@support.myspace.com](mailto:copyrightagent@support.myspace.com). Myspace provides certain tools and technologies to help facilitate copyright owners' control over their copyrighted works. In order to inquire about the availability of these tools and technologies, please contact Myspace's Copyright Agent at the email address listed.

---

#### 10. Third Party Linked Services

Linked Services created by third party developers may be available on, through or in connection with the Myspace Services. Linked Services include applications, websites, desktop, wireless, mobile and other services available from third parties which can be installed onto your Myspace profile or shared with other Users on the Myspace Services or which may link to your Myspace account from outside of the Myspace Services. Linked Services may use your Myspace profile information, friends and/or other profile content on the Linked Service and share activity events between Myspace and the Linked Service (depending on the features the Linked Service chooses to make available).

When you engage with a third party Linked Service, you are interacting with the third party, not with Myspace. Myspace does not control the third party, and cannot dictate their actions. If you choose to use a third party Linked Service, the Linked Service may use and share your data in accordance with the privacy policy of and your privacy settings on such service. In addition, the third party providing the Linked Service may use other parties to provide portions of the application or service to you, such as technology, development or payment services. Myspace is not responsible for and makes no warranties, express or implied, as to the third party Linked Services or the providers of such Linked Services (including, but not limited to, the privacy practices thereof). Myspace encourages you not to provide any personally identifiable information to any third party Linked Service unless you know and are comfortable with the party with whom you are interacting.

---

#### 11. Member Disputes

You are solely responsible for your interactions with other Myspace Users, third party developers or any other parties with whom you interact through the Myspace Services and/or Linked Services. Myspace reserves the right, but has no obligation, to become involved in any way with these disputes.

---

#### 12. Privacy

Use of the Myspace Services is also governed by our [Privacy Policy](#), which is incorporated into this Agreement by this reference.

---

#### 13. Disclaimers

Myspace is not responsible for and makes no warranties, express or implied, as to the User Content or the accuracy and reliability of the User Content posted through or in connection with the Myspace Services or Linked Services, by Users of the Myspace Services or Linked Services, and such User Content does not necessarily reflect the opinions or policies of Myspace. In addition, Myspace is not responsible for any damage, injury or loss caused by Users of the Myspace Services or by any of the equipment or programming associated with or utilized in the Myspace Services or Linked Services. Profiles and Linked Services created and posted by Members on, though or in connection with the Myspace Services may contain links to other websites or services. Myspace is not responsible for the Content, accuracy or opinions expressed on such websites and services, and such websites and services are not necessarily investigated, monitored or checked for accuracy or completeness by Myspace. Inclusion of any linked website or service on the Myspace Services does not imply approval or endorsement of the linked website or service by Myspace. When you access these third party sites and services, you do so at your own risk. Myspace takes no responsibility for third party advertisements or Linked Services that are posted on, through or in connection with the Myspace Services or Linked Services, nor does it take any responsibility for the goods or services provided by these third parties. Myspace is not responsible for the conduct, whether online or offline, of any User of the Myspace Services or Linked Services. Myspace 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 communication. Myspace is 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 players due to technical problems or traffic congestion on the Internet or on any of the Myspace Services or Linked Services or combination thereof, including, without limitation, 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 Myspace Services or Linked Services. Under no circumstances shall Myspace be responsible for any loss or damage, including, without limitation, personal injury or death, resulting from use of the Myspace Services or Linked Services, attendance at a Myspace event, from any User Content posted on or through the Myspace Services or Linked Services, or from the conduct of any Users of the Myspace Services, whether online or offline. The Myspace Services and Linked Services are provided "AS-IS" and as available and Myspace expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Myspace cannot guarantee and does not promise any specific results from use of the Myspace Services or Linked Services.

---

#### 14. Limitation on Liability

IN NO EVENT SHALL MYSPACE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE MYSPACE SERVICES OR LINKED SERVICES, EVEN IF MYSPACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MYSPACE'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO MYSPACE FOR THE MYSPACE SERVICES DURING THE

U.S. v. Nosal, No. 10-10038, archived on April 20, 2012

## TERM OF MEMBERSHIP.

## 15. U.S. Export Controls

Software available in connection with the Myspace Services (the "Software") is further subject to United States export controls. No Software may be downloaded from the Myspace Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

## 16. Disputes

The Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of law provisions. You and Myspace agree to submit to the exclusive jurisdiction of the courts located within the State of New York to resolve any dispute arising out of the Agreement or the Myspace Services. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THIS AGREEMENT.

## 17. Indemnity

You agree to indemnify and hold Myspace, its subsidiaries, and affiliates, subcontractors and other partners, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including, but not limited to, reasonable attorneys' fees, made by any third party due to or arising out of your use of the Myspace Services 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 in this Agreement and/or any Content that you post on, through or in connection with the Myspace Services.

## 18. Other

This Agreement is accepted upon your use of the Myspace Website or any of the Myspace Services and is further affirmed by you becoming a Member. Your agreement with Myspace will always include this Agreement at a minimum. Your access and use of certain MySpace Services will require you to accept additional terms and conditions applicable to such certain Myspace Services, in addition to this Agreement, and may require you to download Software or Content. The failure of Myspace 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. Myspace is a trademark of Myspace LLC. 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.

To contact us regarding any questions about this Agreement, please use the Contact Myspace form on our [Help site](#).

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

Below are additional terms applicable to your use of and access to certain Myspace Services:

[Myspace Apps Developer Addendum to the MySpace.com Terms of Use](#)

[MyspaceID Developer Addendum to the MySpace.com Terms of Use](#)

Around Myspace	Also on Myspace	What's Trending	What's Trending	Join Myspace	Get Help
<a href="#">Music</a>	<a href="#">Movies</a>	<a href="#">Dick Clark Dead At 82</a>	<a href="#">Tupac Remembered</a>	<a href="#">Sign up</a>	<a href="#">Help &amp; FAQs</a>
<a href="#">New Music Player</a>	<a href="#">Celebrity</a>	<a href="#">Apartment 23</a>	<a href="#">Coachella</a>	<a href="#">About us</a>	<a href="#">Privacy Policy</a>
<a href="#">Radio</a>	<a href="#">Television</a>	<a href="#">Anthony Hopkins is Hitchcock</a>	<a href="#">Rihanna Dates Woman</a>	<a href="#">Terms</a>	<a href="#">Safety Tips</a>
<a href="#">Artists</a>	<a href="#">Events</a>	<a href="#">Kim Kardashian Mayor</a>	<a href="#">Nicki Minaj Madonna Kiss</a>	<a href="#">Privacy Policy</a>	<a href="#">Sync</a>
<a href="#">Albums</a>	<a href="#">Themes</a>	<a href="#">R.I.P. Levon Helm</a>	<a href="#">Battleship Aliens</a>	<a href="#">Learn more</a>	<a href="#">Facebook Connect</a>
<a href="#">Songs</a>	<a href="#">IM</a>	<a href="#">Think Like A Man Fanswers</a>	<a href="#">New Dark Shadows Photos</a>		<a href="#">Developers</a>
		<a href="#">Twilight Reshoots</a>	<a href="#">420 Playlist</a>		<a href="#">Advertisers</a>
		<a href="#">Tupac Coachella Performance</a>	<a href="#">Zac Efron Lucky One</a>		<a href="#">Press Room</a>