



Online Access Terms and Conditions

In these terms and conditions "you" means the Owner (and/or any representative that you have authorised us to give access to) and "we" or "us" means Kobalt Music Group Limited and its subsidiaries ("Kobalt"). The term "Agreement" means any administration, publishing or sub-publishing agreement between you and us as amended from time to time in accordance with its terms. Online access to your area of the Kobalt website ("your Owner Area") is provided subject to the following terms:-

- 1 For security reasons, access to your Owner Area is strictly controlled by the use of the username/password combination, which Kobalt has issued to you by email or post. This username/password combination may be changed by Kobalt from time to time and any such change will be notified to you as soon as practicable;
- 2 You must not leave the computer terminal from which you have accessed your Owner Area unattended whilst you are logged on, or allow anyone other than your authorised representatives to access your Owner Area using your username or password. On-line access will be subject to automatic time outs after a period of inactivity as determined by us.
- 3 We may refuse to allow you or your employees access to your Owner Area if we reasonably suspect that an unauthorised person is attempting to log in to access it, or incorrect details are used in attempting to log in.
- 4 You must, at all times, keep your username/password combination safe and secure and not disclose it to any third party (other than your authorised representatives or professional advisers). You shall be responsible for any failure to do so and Kobalt shall not be liable to you or your employees in any way in the event that as a result of your failure a third party gains access to your Owner Area through the use of your username/password combination.
- 5 If you become aware (or have reason to suspect) that your username/password combination is no longer secure, or that a third party may have access to it, you shall inform Kobalt immediately. If you wish to revoke access to any of your authorised representatives or professional advisers then you must inform us in writing immediately and we will issue you with a new username/password combination.
- 6 You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks. Kobalt shall have no liability to you in respect of unauthorised access to your Owner Area unless it is negligent in its provision of suitable protections to prevent unauthorised access to your Owner Area.
- 7 You will also comply with all appropriate data protection legislation in relation to any personal information contained in your Owner Area. You also confirm that any personal information provided by you or on your behalf is provided with written approval for its use for the purposes of the preparation and disclosure of the statements of account and other information in your Owner Area over the Internet in accordance with these terms and conditions and the Agreement.
- 1 These terms and conditions relating to this online service may be varied by us on seven (7) days' notice at any time and any changes will be notified to you through your Owner Area. Your continued use of the online service following any changes constitutes your acceptance of such changes.