

BrianEaton.com

Electronic Press Kit

TERMS OF USE

Please read the following terms and conditions of use (the “Terms and Conditions”) which govern your use of this Electronic Press Kit (referred to herein as the “EPK”) located at <http://www.BrianEaton.com> (referred to herein as “Website”). If you, the User, do not agree to all of these Terms and Conditions, do not use the EPK. Brian Eaton (the “Artist”) reserves the right to revise and update these Terms and Conditions at any time without notice to the User, by posting such changes on the Website.

1. Use of Material

1.1 The content, including but not limited to, text, artwork, photographs, audio, videos, posted on the EPK is owned by the Artist and is the subject of copyright protection. The downloadable material on the EPK may be used only by authorized members of the press and the music industry as a promotional tool to promote the Artist and its initiatives on professional media websites, publications, and broadcasts. No other uses are permitted without the prior written consent from the Artist;

1.2 Any use, duplication, display, preparation of derivative works based upon, or distribution of the EPK material other than as expressly permitted herein or pursuant to the written authorization of the Artist is strictly prohibited. The User may not lease or sell the material in whole or in part. The Artist reserves the right to pursue any and all legal remedies to terminate any unauthorized use, duplication, display, preparation of derivative works based upon, or distribution of the material;

1.3 The EPK material cannot be used for parody or other distortion of any plot, theme, idea, image, likeness, character or name, nor in any way disparaging to the Artist;

1.4 The EPK material is subject to change and the User’s ability to access and/or use the material may be terminated without notice at the sole discretion of the Artist. Nothing herein shall constitute a representation or warranty by the Artist that the material shall be error-free;

1.5 If the User violates any of these Terms and Conditions, without limiting any rights or remedies available to the Artist, the User’s permission to use the EPK material automatically terminates and the User must immediately destroy any copies they have made of any portion of the material and discontinue accessing the EPK.

2. Use of the Website

2.1 Using the EPK, the User agrees to act responsibly in a manner demonstrating the exercise of good judgment. For example, but not limited to, the User agrees not to:

- a) Use the EPK for any purpose in violation of local, national, or international laws;
- b) Infringe or violate the rights of any third party, including but not limited to, intellectual property, privacy, publicity or contractual rights;
- c) Engage in crawling/spidering, “screen scraping,” “database scraping,” harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the website, including but not limited to, any information residing on any server or database connected to the website or the services offered on or through the website;
- d) Interfere with, interrupt, damage, disable, overburden, or impair the website made available on or through the website, including but not limited to, through the use of viruses, bot networks, Trojans (malware), code injection, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;

- e) Attempt to gain unauthorized access to other computer systems through the website;
- f) Linking to the website or any material displayed or accessible through the website, or assist any third party in doing any of the foregoing.

2.2 The User further agrees that they shall not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the EPK, or make any unauthorized use thereof. The User agrees that they shall not use the EPK in any manner that could damage, disable, overburden, or impair the website or interfere with any other party's use and enjoyment of the website or any of its services. The User shall not obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through the EPK.

3. Rights Reserved

The Artist reserves the right to refuse access and/or refuse to provide EPK materials, including but not limited to, if the Artist believes that the User's conduct violates applicable law or is harmful to the interests of the Artist.

4. Indemnification

The User agrees to defend, indemnify, and hold the Artist and its employees harmless from and against any claims, actions or demands, liabilities and settlements including but not limited to, reasonable legal and accounting fees, resulting from, or alleged to result from the User's use of and access to the EPK; or the User's violation of any term or condition of these Terms and Conditions.

5. Applicable Law

This Agreement, the Terms and Conditions, interpretation of its terms, and claim for damages shall be governed by the laws of the United States, in the State of Oregon. You and the Artist each agree to submit to the personal and exclusive jurisdiction of the state and federal courts located in Portland, Oregon.

6. Complete Agreement

This Agreement represents the full understanding of the Parties and shall supersede all previous oral or written agreements regarding the use of the materials included the EPK.