



## Terms & Conditions

relating to use of the IndyGo management system, and to membership of the IndyGo network.

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The most recent version of this document will always be made available from our web site:  
<<http://indygo.mogwerks.com/>>

*Us, We and Our* means **mogWerks**, a limited-liability company registered in France, acting under the name **IndyGo**.

The *IndyGo management system, or the System* is the software made available by Us at the following web address:

<<http://indygo.mogwerks.com/go/>> enabling and managing the serving and tracking of advertisements on web sites.

The web pages on which these advertisements are displayed make up a collective broadcast medium referred to as *the IndyGo network*.

The *Advertiser (or Advertisers)* means the person, company, group or collective that chooses to manage advertisements using the **IndyGo management system**, with the objective that these advertisements are then displayed on the web sites that make up the **IndyGo network**.

The *Member (or Members)* means a web site that has agreed to display the advertisement made available using the **IndyGo management system** through the legal representative for that web site and become part of the **IndyGo network**.

The *Visitor (or Visitors)* means any third-party visiting a Member web site, and viewing advertisements placed by Advertisers.

### OVERVIEW

The **IndyGo network** and the **IndyGo management system** allow Advertisers in the field of independent music to reach out to an interested public through the web sites that make up the **IndyGo network**. The ultimate objective is to provide a low-cost System to support independent music, musicians, record labels, promoters, and all other endeavours that go to make up a viable eco-system for independent music.

- If you are an Advertiser, or prospective Advertiser, then you should read, in priority, the first section that follows, labelled **Terms and Conditions relating to Advertisers using the IndyGo management system**, but please note that all sections of this document make up our binding Terms and Conditions.

- If you are a Member, or prospective Member, of the **IndyGo network**, then you should read, in priority, the second section that follows and labelled **Terms and Conditions relating to Members on the IndyGo network**, but please note that all sections of this document make up our binding Terms and Conditions.

If you have any questions, suggestions or other issues arising from this document, then We en-

courage you to contact Us and make us aware of those issues, and assist Us in rendering this document acceptable to you.

### Part One

Terms and Conditions relating to Advertisers using the IndyGo management system

#### Cookies

Advertisements made available on the **IndyGo network** may not place 'cookies' on the Visitors' computers, nor may advertisements be used to do so by any third parties.

#### Pop-up Windows

Advertisements made available on the **IndyGo network** may not generate or otherwise provoke the creation of pop-up windows on Visitors' computers, nor may advertisements be used to do so by any third parties.

#### Non-commercial usage

You may not trade, buy, sell, barter, or loan the placement of advertisements on the **IndyGo network**. You also agree not to assist a third-party in doing so, or in attempting to do so.

#### All advertisements must be respectful and legal

Advertisements to be placed on the IndyGo network may not be offensive to Visitors, nor contain pornographic material, nor may they contain or represent any other material prohibited by law. Advertisers also agree not to encourage hatespeech or discrimination through their advertisements.

Advertisements to be placed on the **IndyGo network** may only contain visual or sound elements for which Advertisers possess the appropriate rights. This means that Advertisers may not use another person or company's image, likeness, slogans, message, music, film, or brands without permission.

Advertisements to be placed on the **IndyGo network** may not be used to link to a site that contravenes these terms.

#### Parody, Satire and Fair Use

An Advertisement may use parody and satire to convey a message. However your reflexion should be tempered by the fact that, even though **IndyGo** does not bill for managing and showing ads, they can be considered a commercial message. In this case, you should be

aware that fair use and free speech may not necessarily be applicable.

### Closing an account

As an Advertiser, you may close your account at any time using the **IndyGo management system**. From that point on, you will no longer have access to your account, and will no longer be able to use the **IndyGo network**. We reserve the right to preserve any information in your account once it is closed, if this is needed to fulfill legal obligations. Information will not be preserved in the **IndyGo management system** for longer than one year from the date of closure.

An account that shows no activity for a period of time at least equal to six months may be closed with no further action on the part of the **IndyGo administrators**.

### Acceptation

Advertisements will only be accepted on the **IndyGo network** once We have verified the site, or product to which the advertisements link. Advertisements can be displayed pending this verification. The fact that an advertisement is displayed on the network does not imply approval.

### Removals

We reserve the right to block any advertisement that does not respect the present terms and conditions. If this happens, the Advertiser will be informed at the earliest delay convenient to Us. We will then work with the Advertiser to adapt the offending advertisement to conform to Our current terms and conditions. The fact that an advertisement may be displayed on the **IndyGo network** prior to Our action does not imply that an advertisement conforms to Our terms and conditions.

If We cannot reach agreement with the Advertiser, then We may, at Our own discretion, remove the advertisement from the **IndyGo management system**.

### Responsability

The Advertiser is sole responsible for the advertisements displayed through the Advertiser's account on the **IndyGo network**. Neither Members of the **IndyGo network** nor **mogWerks** can be held responsible for the content of these advertisements. The Advertiser agrees to indemnify both Members of the **IndyGo network**

and **mogWerks** in the event of demands for damages resulting from the display of advertisements under the Advertiser's control. In this event, We also reserve the right to seek damages for expenses and for any harm caused to the **IndyGo network**.

### Infringements

An Advertiser found to be in infringement of the current terms and conditions on more than one occasion, may be barred from using the **IndyGo management system**. Barring an Advertiser from the **IndyGo management system** is entirely at Our discretion.

### Policy

Currently We accept advertisements for the following types of products and services:

- sites or blogs run by independent musicians
- music [CD, DVD, downloads] for sale by independent musicians or their label or collectif
- sites or blogs concerned principally with independent music

For products and services beyond these categories, We are willing to discuss with interested parties and seek to reach a satisfactory arrangement that respects Advertisers, independent musicians, and Our Members.

Currently We do not accept advertisements for the following types of products or services:

- record stores that are not run or owned by independent musicians, or an independent label
- merchandising stores [T-shirts, posters, badges, etc.] that are not run or owned by independent musicians, or an independent label\*
- other products and services to musicians or of interest to the independent music scene but not directly music related, and not run by, or on behalf of independent musicians.

*\* We understand that independent musicians or their labels may have sections on their sites concerned with merchandising as this is a necessary and legitimate source of revenue: musician-run sites are not excluded from the network. There is also a thriving independent poster scene associated with independent music, We do not seek to exclude this either. When in doubt, the criteria We retain is that small independent [and/or] alternative structures or individuals are acceptable at Our discretion, large-scale commercial exploitation is not.*

### Liability

We accept no liability, nor any claims for financial loss or damages of any type, relating to or resulting from advertisements appearing on the

**IndyGo network**. This also applies to the case where an advertisement is not displayed, or is displayed late. While We take all care in maintaining the **IndyGo management system**, We cannot be held liable in the event of malfunctions, or if the **System** ceases to function, nor in the event of any losses from Our databases.

We are not liable for the loss of data or files that you may have uploaded to the **IndyGo management system**, or that may be made available on this **System**.

## Part Two

Terms and Conditions relating to Members on the **IndyGo network**

### Content of Member web sites

We have no wish to restrict free speech, however, We understand that Advertisers may be concerned about the environment in which their advertisements will be displayed. To that end, We reserve the right to block advertisements to web sites that promote or encourage hatespeech or discrimination, or any illegal activity, to the extent that We have been made aware of this content.

We also understand that the livelihood of independent musicians depends on the respect of artistic and intellectual property rights. To that end, We reserve the right to block advertisements to web sites that abuse, or seek to abuse, those rights.

Member sites will be visited prior to their inclusion in the **IndyGo network**, and if We do foresee problems, We will work with prospective Members to avoid those problems. We will also revisit Member sites periodically in order to ensure that the nature of the content has not become unacceptable. The fact that a Member site may, at any moment, be part of the **IndyGo network** does not imply approval on Our part of the contents of the Member site.

We may, at Our own discretion, and without having to provide justification of any sort, choose not to include certain web sites in the **IndyGo network**. In that event, the Member will be informed, and the account closed.

### Content of advertisements

For no advertisements displayed on the **IndyGo network**, do We have control on the sites where these advertisements appear. We cannot therefore block advertisements from appearing on Member sites in the event of specific products,

services or sites that Members may find objectionable. If, as a Member, you have a problem with a specific advertisement, you are asked to contact Us, in order to signal and discuss the issue.

#### Closing an account

As a Member, you may close your account at any time, using the **IndyGo management system**. From that point on, you will no longer have access to your account, and will no longer be a Member of the **IndyGo network**. We reserve the right to preserve any information in your account once it is closed, if this is needed to fulfill legal obligations. Information will not be preserved in the **IndyGo management system** for longer than one year from the date of closure.

The account for a Member site that no longer displays advertisements for a period of time at least equal to three months may be closed with no further action on the part of the IndyGo administrators.

#### Code display

Members of the **IndyGo network** receive a unique snippet of HTML code to be placed on the pages of their site, where it will invoke and display advertisements served by the **IndyGo management system**. This code identifies the Member as well as the type and format of the advertisement. Every care has been taken to provide code that will integrate easily and conveniently on web sites of all natures, and will not be prejudicial to accessibility and validation. We request that Members do not alter this code snippet as, to do so, can have a disrupting effect both on their site and on the **IndyGo network**. We provide instructions on how to use CSS (*Cascading Style Sheets*) to best integrate advertisements, and are willing to help Members improve the display and experience of advertisements on their pages. Notwithstanding these remarks, if Members do have problems or issues with the provided code, then please contact Us to explain the issues in order that We may work together to reach a satisfactory solution to all parties.

#### Liability

We accept no liability, nor any claims for financial loss or damages of any type, relating to or resulting from advertisements appearing on the **IndyGo network**, nor from the code used to manage and display

those advertisements. While We take all care in maintaining the **IndyGo management system**, We cannot be held liable in the event of malfunctions, or if **the System** ceases to function, nor in the event of any losses from Our databases.

We are not liable for the loss of data or files that you may have uploaded to the **IndyGo management system**, or that may be made available on **this System**.

## Part Three

### General

#### Minors

The **IndyGo network** and **IndyGo management system** are not available to minors. A minor is defined as a person less than 18 years of age.

#### Passwords

Members and Advertisers are sole responsible for access to their account on the **IndyGo management system**, and for the security of their password on the system. Members and Advertisers should choose a password that is difficult to guess, and should never share this password with a third-party. All orders passed to the System using the supplied credentials — log in and password — will be reputed to come from the corresponding Member or Advertiser.

#### Changes

These Terms and Conditions can be revised at any moment without prior notice. Revised Terms and Conditions will become effective and binding, 15 (fifteen) days after their first publication on Our sites. Members and Advertisers will be informed of changes by the means of the e-mail address supplied for this purpose. The latest Terms and Conditions are always available for download and consultation from Our website.

If Members or Advertisers are not happy with changes in the Terms and Conditions, then you should contact Us to discuss the matter. Members and Advertisers remain free to close accounts on the **IndyGo management system** at any moment.

#### Validity

If one, or more, of the clauses of this agreement is subsequently ruled to be null or obsolete by a Court of Law, then, for the purposes of this agreement, the remaining clauses remain valid and effective.