

Terms of Use

Welcome to the **UndergroundFish.com** website. The following are the rules or "Terms" that govern use of the web site, also referred to throughout this document as "the Site". By using the "Site", you agree to be bound by these Terms and to follow these Terms and all applicable laws and regulations governing the Site. UndergroundFish reserves the right to change these Terms at any time, effective immediately upon posting on the Site.

Permitted Use

You are only authorized to view and to retain a copy of pages of this Site for your own personal use. Do not duplicate, publish, modify or otherwise distribute the material on this Site unless specifically authorized by UndergroundFish to do so. The content and software on this Site is the property of UndergroundFish and/or its suppliers and is protected by U.S. and international copyright laws. We post a legal notice and various credits on pages of the Site. Please do not remove this notice or these credits, or any additional information contained along with the notices and credits.

User Contributions to the Site

There are many opportunities for you to contribute to the Site. These include, among others, uploading music samples, images, articles, links or other materials, even software, which collectively, we call "Content" to the Site. UndergroundFish is not liable or responsible for any Content provided by its users or other third parties to the Site ("User Content"). The contributions of third parties do not necessarily represent the view or opinions of UndergroundFish. Although UndergroundFish and its staff attempt to monitor content for offensive subject matter, UndergroundFish cannot in most cases preview all User Content before it appears. Users can be held liable for any illegal or prohibited User Content they provide to the Site, including among other things, infringing, defamatory or offensive materials such as text, music or images, as well as any materials which may infringe on another party's copyright or legal ownership of said materials. It is UndergroundFish's Policy to present a Family-Friendly website which is focused specifically on the Christian religious community. If you discover material on the Site which you feel violates our Policy, please notify us and we will investigate your claim and take appropriate action where necessary. In materials that are submitted for public view, UndergroundFish reserves the right to, in some cases, edit user content to improve its readability, clarity, focus, grammar, etc.

Public Postings

This site makes some common public posting areas available for users to network, share information and encourage community. Please remember that any information that is disclosed in these areas becomes public information and you should exercise caution when deciding to disclose your personal information.

Copyright and Trademark Protection

Due to the nature of our website which is largely filled with user-submitted content, we cannot verify that the audio works, graphic images, articles or other written works, band names, products and any other objects which are governed by Copyright and Trademark Law are being presented by their rightful owner or with the correct permissions in place if by an assign. Those who feel that something is being presented without permission should contact the artist that it is associated with the material directly.

Security

This site has security measures in place to protect the loss, misuse and alteration of the information under our control. Abuse of the site through attempted hacking practices, criminal intent, etc. will result in our pursuit of appropriate law enforcement where necessary.

Links and Search Results

The Site may automatically produce search results that reference or links to third party sites throughout the World Wide Web. Due to the nature of the internet, UndergroundFish has no

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control over these Sites or the Content within them. UndergroundFish can not guarantee, represent or warrant that the Content contained in the Sites is accurate, legal and/or inoffensive. UndergroundFish does not endorse all of the Content of any third party Site, nor can we warrant that they will not contain viruses or malicious software scripts, or otherwise impact your computer. By using the Site to search for or link to another site, you agree and understand that you are waiving any claim against UndergroundFish for any damages or losses, whatsoever, resulting from your use of the Site to obtain search results and/or to link to another site. However, if you have a problem with a link from the Site, please let us know and we will investigate the link and take appropriate action.

Prohibited Content

The following is a partial list of the kind of Content which is illegal or prohibited on the Site. It includes Content that:

- Is patently offensive to the online community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- Is or could be harmful to minors;
- Harasses or advocates harassment of another person;
- Involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming"
- Promotes information that you know is false, misleading, or promotes illegal activities or conduct, is abusive, threatening, obscene, defamatory or libelous;
- Is or promotes an illegal or unauthorized copy of another person's work, such as providing pirated computer programs or links to them, provides information to circumvent manufacture-installed copy-protect devices; providing pirated music or links to pirated music files;
- Contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page)
- Displays pornographic material of any kind;
- Provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
- Provides instructional information about illegal activities such as making or buying illegal weapons; violating someone's privacy; providing or creating computer viruses,;
- Solicits passwords, personal identifying information for commercial or unlawful purposes from other users;
- Engages in commercial activities and/or sales without UndergroundFish's prior written consent such as contests, sweepstakes, barter, advertising, pyramid schemes, etc.

Violation of the Terms

You understand and agree that in UndergroundFish's sole discretion, and without prior notice, UndergroundFish may terminate your access to the Site, and remove any unauthorized User Content, if UndergroundFish believes that the User Content you provided has violated or is inconsistent with the Terms or with the intention behind them, or that you have violated the rights of UndergroundFish, another User or the law. UndergroundFish may release user information about you if required by law or subpoena, or if the information is necessary or appropriate to release to address an unlawful or harmful activity.

Correspondence

In order to keep member artists and other customers aware of important website notifications, all registered users agree to be notified by email through our regular email newsletters and notifications. Third party newsletter services often require that recipients have an option to "opt-out" of email contact, however by doing so you are made aware that you are violating our Terms of Use, and since we may not be able to contact you about important matters, you therefore waive all claims against UndergroundFish for any issues stemming from lack of notification. Users

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on the site that wish to receive regular newsletters but are not registered artists within the community are free to opt out at any time.

Privacy

We believe that your privacy and the privacy of all our users is important. Please review our privacy policy. If you post any original Content to the Site, by electronic mail or otherwise, we will treat it as non-confidential and non-proprietary to you. By posting it to the Site, you authorize us to use or allow others to distribute, reproduce or otherwise use the Content. UndergroundFish is not liable for any lost data resulting from the operation of our Site and/or the enforcement of the Terms. We urge all users to maintain their own back up versions of any content they submit to the Site.

If you are 13 or under you should not post information about yourself on the Site, without the permission of a parent or guardian.

U.S. Export controls

Software from this site is further subject to United States export controls. No software from this site may be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

DISCLAIMER

UndergroundFish does not promise that the Site will be error-free, uninterrupted, nor that it will provide specific results from use of the Site or any Content, search or link on it. The Site and its Content are delivered on an "as-is" and "as-available" basis. UndergroundFish can not ensure that files you download from the Site will be free of viruses or contamination or destructive features. UndergroundFish disclaims all warranties, expressed or implied, including also any implied warranties of merchantability and fitness for a particular purpose. UndergroundFish will not be liable for any damages of any kind arising from the use of this Site, including without limitation, direct, indirect, incidental, punitive and consequential damages.

Disputes

If there is any dispute about or involving the Site, by using the Site, you agree that the dispute will be governed by the laws or the State of California without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and federal courts of the State of California, County of Riverside.

Indemnity

You agree to indemnify and hold UndergroundFish, its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of Your use of the Site, including also your use of the Site to provide a link to another Site or to upload content or other information to the Site.

Contacting the Web Site

If you have any questions about our Terms of Use, the practices of this site, or your dealings with this Web site, you can contact us via our Contact Page.