

Terms of Engagement with the Website “JAMLY” Participant

1. The terms specified hereinafter constitute the terms of engagement between the administrators of the website “JAMLY” (hereinafter: “**the website**”) and me.
2. I hereby affirm that the nature and properties of the website are known to me and that I have read the legal terms and conditions governing its use and I have found that they are suitable and appropriate for my engagement.
3. A. “**participant**” in the website means any creator that consents to integrating his/her original composition into a pre-existing composition on the website, whether it be a song and/or a melody and/or a tune and/or an instrumental and/or a vocal performance (hereinafter: “**the participant’s composition**”/**my composition**”), as stipulated in this agreement.
B. “**composition**” for the purposes of this agreement means an original composition as has been submitted by the first participant.
C. “**joint composition**” means a composition which has been supplemented with additional elements by other participants.
4. In order to become a participant in the website, I acknowledge that I shall be required to register and obtain a user name and a personal password.
5. I hereby affirm that my composition is original and does not infringe in any manner whatsoever on the rights of a third party.
6. I hereby consent to the integration of my composition, as it was submitted to the website, into one or more joint compositions.
7. I hereby grant the website administrators exclusive permission to use my composition, including my performance rights, in order to enable the composition’s integration into one or more joint compositions, into the websites’ contents and for any commercial use in any media and broadcast outlet, for an indefinite period of time and scope.
8. I wave any present and future claims against the website administrators regarding contributions that other participants add to my composition or in respect to the

composition prior to my contribution, or in the event that my composition is removed from the joint composition, or in the event that an additional composition is added to my joint composition.

9. I acknowledge that the website administrators reserve the right not to include my composition within the website, subject to their complete discretion, even more so in the event that they hold that the composition entails breaches of the terms and conditions of use of the website and/or any other law.

10. I acknowledge that the personal information which I submit to the website administrators shall be displayed alongside my composition, including an e-mail address, and additional optional information and photograph, all subject to the discretion of the website administrators. The following shall not be deemed an infringement of my privacy and I waive any claims of such nature: any information published on the website which has been submitted by me and concerns me, the inclusion of such information in data bases and/or its transfer to others for any professional or commercial purposes.

11. I acknowledge that I shall not be entitled to any proceeds and/or payment for my composition and its integration within the website or for any other and/or additional use of it. This does not entail an infringement on my right to receive royalties from artists' and performers' rights corporations, such as Acum, Eshkolot, Eilam, IFPI Israel, etc. provided that I am a member of an organization of that nature and that I have given my consent that such an organization represent me.

12. I take full responsibility over my composition being free from any third party rights' infringement or privacy infringement or defamation and/or any other legal norm according to any law and only I shall be liable in the event of such infringements. I take full responsibility to indemnify the website administrators and those functioning on their behalf for any loss, expense or damage that may occur as a result of breaches of any of my obligations.

13. I acknowledge that my composition may be subjected to critique by other users and/or the website administrators and/or persons functioning on their behalf, and I accept that such critique does not constitute defamation or any other additional claim or plea.

14. The engagement with the website administrators does not establish a partnership and/or an employment and/or any form of contractual engagement and/or any other legal engagement, except for that constituted through this agreement and through the terms and conditions of use of the website.

15. I acknowledge that at any given point in time I can withdraw my participation in the website. However, the withdrawal does not apply to my compositions submitted prior to the act of withdrawal and the terms set out in this agreement shall continue to apply to these compositions.

16. I acknowledge that in the event that the website administrators' abstain from realizing a right which they are granted by this agreement, or in the event that they waive a right granted to them by this agreement or grant an extension — these acts shall not be deemed as precedents for future purposes.

17. Any changes made to the engagement terms shall have binding effect from the date of their publication on the website and shall come into effect only in respect to activity carried out subsequent to the date of publication.

18. I acknowledge that all the intellectual property rights of my composition shall come under my ownership.

19. The provisions of this agreement, its interpretation, execution and breach are governed exclusively by the laws of the State of Israel. The courts of the Tel-Aviv-Yafo District are granted the sole jurisdiction concerning any disputes arising over matters related to the agreement.

20. The submission of my compositions to the website and/or the submission of a user name and password constitute a voluntary acceptance of the terms set out in this agreement, which I have read and understood.