

## TERMS OF USE

(Effective April 7, 2009)

Welcome to [www.thekeytosugarland.com](http://www.thekeytosugarland.com) (the "Site"), owned and operated by All Access Today ("we," "us," or "All Access Today"), the official fan club promotional site of the fan club (the "Club") of Sugarland (the "Artist"). The following terms of use ("Terms") govern your use of the Site. BY USING OR VISITING THE SITE, YOU EXPRESSLY AGREE TO BE BOUND BY THESE TERMS AND TO FOLLOW THESE TERMS AND ALL APPLICABLE LAWS AND REGULATIONS IN YOUR USE OF THE SITE. WE RESERVE THE RIGHT TO CHANGE THESE TERMS AT ANY TIME, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SITE. PLEASE CHECK THIS PAGE OF THE SITE PERIODICALLY FOR SUCH CHANGES.

### User Conduct

User Content - We may allow Members and Non-members (as defined below) to make contributions to the Site ("User Content") through chat rooms, bulletin board services, member profiles, and other means. By submitting any User Content to the Site, you hereby grant us a perpetual, worldwide, non-exclusive, royalty-free right and license to use, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, and for any purpose. Furthermore, you thereby waive any so-called moral rights or other similar rights in your User Content. You agree not to submit or post any User Content that: (i) infringes the rights of a third party, including, without limitation, copyrights, trademarks, patents, trade secrets, rights of privacy and publicity, (ii) is libelous, defamatory or slanderous, (iii) condones, promotes, contains or links to cracks, hacks or similar utilities or programs, (iv) is pornographic or sexually explicit, (v) does or may denigrate or offend any ethnic, racial, gender, religious or other protected group, through use of language, images, stereotypical depiction or otherwise, (vi) is designed to or does harass, threaten, defame or abuse others, (vii) is used to impersonate or claim the identity, characteristics or qualifications of any other person or entity; or falsely state or otherwise misrepresent your affiliation with a person or entity; (viii) exploits minors in a sexual or violent manner, (ix) promotes, condones or encourages illegal activity or (x) is generally offensive or in bad taste. You agree that all of your User Content, whether publicly posted or privately transmitted, is your sole responsibility. User Content does not necessarily reflect our views or opinions. We shall not be liable to you or any third party in any way for any User Content, including, but not limited to, for any errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available via the Site. We generally do not pre-screen, pre-edit or otherwise control User Content and we do not assume responsibility to monitor the Site for inappropriate User Content. We do not warrant, expressly or impliedly, the accuracy, reliability or quality of User Content. By using the Site, you assume this risk. However, we reserve the right, but have no obligation (i) to monitor interactions between you and other users of the Site; (ii) to prevent you from submitting User Content that is inconsistent with our standards, stated above; (iii) to edit, restrict

or remove User Content for any reason at any time; and (iv) to take any other action in good faith to restrict access to or the availability of any User Content that we, or another user, may consider to be inconsistent with the standards described above. If you discover this kind of User Content on the Site, please notify us at [legal@allaccesstoday.com](mailto:legal@allaccesstoday.com). Should we monitor User Content, we still will assume no responsibility for any inappropriate User Content, or for the conduct of any user who submits it, and or to remove inappropriate User Content from the Site. If we prevent your User Content from being submitted, or edit, restrict, or remove it from the Site, you may not hold us accountable under any circumstances.

### Prohibited Activities

You agree to respect the rights of others and exercise good judgment. Without limitation, you agree not to: (i) engage in unsolicited or unauthorized advertising or any other form of solicitation, including, without limitation, "pyramid schemes" or the distribution of promotional materials, "junk mail," "spam," or "chain letters," (ii) impersonate any person or entity or misrepresent your affiliation with a person or entity, (iii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Site, (iv) make available, introduce into or direct to the Site any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, (v) interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site, (vi) violate any applicable local, state, national or international law, rules or regulations, including, without limitation, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, (vii) "stalk" or otherwise harass another person, (viii) "deep link" to any portion of the Site, (ix) collect or store personal data about other users, (x) use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained thereon or for any other unauthorized purpose without our prior express written permission, (xi) take any action that imposes an unreasonable or disproportionately large load on our infrastructure, (xii) display any of the Site in a frame (or any of our content via in-line links); (xiii) attempt to gain unauthorized access to any part of the Site including without limitation, other accounts, computer systems or networks connected to the Site, through hacking, password mining or any other means; (xiv) attempt to obtain any materials or information through any means not intentionally made available through the Site; (xv) engage in any activity that interferes with any third party's ability to use or enjoy the Site, (xvi) assist any third party in engaging in any activity prohibited by these Terms, or (xvii) solicit personal information from, harm or attempt to harm minors, in any way.

### Commercial Use

You agree not to use the Site for any commercial purpose, such as conducting sales of tickets, merchandise or services of any kind. Without limiting the foregoing, you may not link to other sites for the purpose of selling tickets, merchandise or services of any kind .

## Privacy

We will have the right to collect, share and use your information in accordance with our Privacy Policy, which is incorporated by reference in these Terms.

## Contest Registration

WE, IN OUR SOLE ABSOLUTE DISCRETION, WILL HAVE THE RIGHT TO REFUSE TO ALLOW YOU ACCESS TO THE SITE. ĩ For residents of the United States : THIS SITE IS NOT INTENDED FOR USE BY CHILDREN UNDER THE AGE OF 13 ĩ For all other persons: THIS SITE IS NOT INTENDED FOR USE BY CHILDREN UNDER THE AGE OF 18. YOU MUST COMPLY WITH THESE AGE LIMITS TO BECOME A MEMBER. BY USING THE SITE OR ENTERING A CONTEST, YOU REPRESENT AND WARRANT THAT IF YOU ARE A RESIDENT OF THE UNITED STATES, YOU ARE AT LEAST 13 YEARS OF AGE, AND IF YOU ARE NOT A RESIDENT OF THE UNITED STATES, THAT YOU ARE AT LEAST 18 YEARS OF AGE. We do not accept any such registration from, or provide any product or service to, any visitor who identifies himself or herself as being under the applicable age limit.

## Registration Obligations

If you wish to enter a contest and, you must follow all rules on the registration forms on the Site through our online registration process. In doing so, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the Site's registration process (such information being the "Registration Data") and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

## Password and Security

Members will receive a password and an account upon completing the Site's registration process. You are responsible for maintaining the confidentiality of the password and your account and are fully responsible for all activities that occur under your password or account. You agree not to share your user name and password with anyone else; each user should have his or her own personal account and password. Unauthorized access through improper password use may result in termination of the password owner's account and perhaps legal action as well. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security. Also, please ensure that

you exit from your account at the end of each session. We will not be liable to you or any third party for any loss or damage arising from your failure to comply with these Terms of Use.

### User Names

Members will also receive one or more User Names upon completing the Site's registration process. User Names are confirmed based upon availability, and we reserve the right to cancel any User Name in our sole discretion, if it is offensive or violates any rule applicable to the Site. All User Names are our property. Upon termination, you shall surrender such User Name(s) and we may reserve or reissue any User Name in our sole discretion.

### General Practices & Limits

You also acknowledge that Fan Club may establish general practices and limits concerning use of the Site, including without limitation, limiting the maximum number of days that email messages, message board postings or other uploaded content will be retained by the Site, the maximum number of email messages that may be sent from or received by an account on the Site, the maximum size of any email message that may be sent from or received by an account on the Site, the maximum disk space that will be allotted on Fan Club servers on your behalf, the maximum length of time that an IP address will be assigned for your use, the maximum throughput of traffic from the Internet or associated service (e.g., Usenet, email, web hosting), and the maximum number of times (and the maximum duration for which) you may access the Site in a given period of time. You agree that Fan Club has no responsibility or liability for the deletion, for failure to store or to deliver any messages and other communications, for the modification or malformation of data communications over the Site, or for other content maintained or transmitted by the Site. You acknowledge that Fan Club reserves the right to log off accounts that are, or disconnect a session that is, inactive for an extended period of time.

### IP Address Ownership

We shall maintain and control ownership of all IP numbers and addresses that may be assigned to you by us and we reserve, in our sole discretion, the right to change or remove any and all such IP numbers and addresses.

### CPU Usage

You agree that you shall not use excessive amounts of CPU processing on any of our servers. Any violation of this policy may result in corrective action by us, in our sole discretion, including assessment of additional charges, disconnection or discontinuance of your membership, or termination of this

Agreement. In the event that we elect to take any corrective action, you shall not be entitled to a refund of any fees paid in advance prior to such corrective action.

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