

RADIONOMY's TERMS OF USE

I. Use of the Site

These terms of use (hereinafter referred to as the Disclaimer) apply to the site www.Radionomy.com, (hereinafter referred to as the "Site"). This Site has been created and is managed by Radionomy SA, whose registered office and operating headquarters are located at 55K Boulevard International 1070 Brussels, BELGIUM, VAT BE 0892.300.624 RPM/RPR Brussels.

Consultation and use of the Site, the services proposed, and the tools (including software) and related services, automatically implies full acceptance of the Disclaimer. Access to information contained in the Site is free of charge, but implies that the user has read and accepted the Disclaimer. When a visitor (hereinafter "you") continues consultation of the Site or further uses the services proposed, or downloads or uses the tools (including software) and related services, this means that he has formally accepted the content of the Disclaimer. Access to the site is open and free of charge. If applicable, you must register on the Site, communicate certain data and possibly create an access code or a password to use certain services proposed in the Site, or download tools (including software). If you do not accept the General Terms of the services, or the Privacy Policy of these services, you cannot use the services proposed or downloads or uses the tools (including software) and related services. If there is a charge for access to certain services or downloading tools (including software), you will be informed at the appropriate point before you register or download the tools, and the applicable conditions, prices and means of payment will be indicated. By simply using the Site, you accept the Disclaimer fully and unconditionally and you undertake to comply with all the clauses. In the case of refusal of all or part of the Disclaimer, we recommend that you refrain from visiting or using the Site. These conditions apply to the use pages on the Site. At the same time, other conditions or on-line contracts are included in the Site for special situations or services proposed by the Site, such as relations with Members, Radio Creators, Content Providers, forums, etc. These conditions will be proposed to you and you must formally accept them before any use of these services or special situations. Radionomy SA reserves the right to adapt the Disclaimer at any time, without prior notice, particularly in view of evolution in the law or jurisprudence. Consequently, we recommend consulting the Disclaimer regularly to become familiar with the most recent version. Insofar as possible, in the event of a substantial modification of the Disclaimer, information on this subject will be proposed on the Site.

In principle, the Site is accessible continually, except for interruption, scheduled or other, for maintenance or in the case of unforeseeable circumstances. Radionomy SA can under no circumstances be held liable for damages, of any kind whatsoever, resulting from the non-availability of the Site as further detailed below.

II. Information proposed by the Site

Radionomy SA continually manages and adapts the Site in order to give visitors the most recent information on its products, services and activities. The purpose of the Site is to

inform visitors as well as possible. If mistaken information is published, Radionomy SA will make all reasonably commercial effort to correct it as soon as the error is discovered. The information on the site is provided "AS IS". Radionomy SA cannot be held liable for the accuracy or exhaustiveness of the information consulted on the Site. Information published on the Site is of a general nature, and is not designed to respond to an individual need; it is not necessarily complete or up to date, and does not constitute professional advice or recommendations. Radionomy SA does not guarantee the legality of the information published or proposed by the Site (including the advertising messages that are published under the responsibility of the advertiser). The content of the Site (including the hyperlinks) can be adapted, modified or completed at any time without prior notice or communication of any kind. The purpose of this site is purely informational, and no order or application for services will ever be finalized by simply visiting the Site. Consequently, the site does not constitute a firm offer, and any commercial request will always be subject to your registration on the Site under the appropriate headings and the acceptance of Radionomy SA that need not justify its decision. Confirmation from Radionomy SA will always be necessary.

III. Radionomy SA's liability

Radionomy SA gives no warranty, whether express or implied, including any warranty for hidden/latent defects, with regard to the continual availability, without error or interruption, of all functions of the Site, nor the immediate repair of errors, nor the total absence of viruses or any other harmful elements on the Site or downloaded tools (including software) or originating from the Site. Radionomy SA therefore cannot be held liable for any loss or damage (direct, consequential, material or intangible, including, without limitation, any loss of profit, goodwill, business, turnover, savings, clientele, data, or third party's claims,...), whether contractual, extra-contractual, based on statutory liability, or otherwise, incurred in relation with the use of the Site or downloaded tools (including software) or the impossibility of using the Site or tools. Radionomy SA disclaims any liability in the event of inappropriate or fraudulent use of the information supplied on the site.

IV. Hyperlinks to the Site

The creation of links to the Site must be communicated to the administrator of the site. The link must be designed in such a way so that a new, additional window opens in the navigator proposing the home page of the site exclusively. Deep linking is prohibited.

V. Hyperlinks to other sites

The Site can contain direct and indirect hyperlinks to other sites of institutions and private parties that are either related to Radionomy SA, or totally independent of Radionomy SA. To the extent Radionomy SA does not own, neither control any of these sites, Radionomy SA can under no circumstances be held liable for any content or privacy policy of any kind that may be part of a site to which the Site proposes a link. The creation of hyperlinks to one or several other sites, including links established within these sites, in no way means that there is an association, partnership, membership or approval of any kind with the institution

proposing these sites. As soon as Radionomy SA becomes aware of any illegal content, or content not corresponding to the objective sought, on a site to which a link is identified by the Site, the hyperlink will be withdrawn from the Site, without this entailing any liability of Radionomy SA for the period during which the hyperlink was proposed on the Site. Radionomy SA cannot be held liable for errors in the addresses of web sites or domain names given on the Site.

VI. Content proposed by the users of the Site

Certain users of the Site will have the opportunity to use and supply content (video, audio, text, photographic material or other) and to place it in part of the Site intended for these users. In the context of contractual relations between Radionomy SA and these users, the users grants Radionomy SA a worldwide, royalty-free, perpetual, and non-exclusive right to use, reproduce, display, perform, adapt, modify, distribute, have distributed, and promote such content in any form, anywhere in the world, and for any purpose. Users are entirely and exclusively liable for the content of their contribution(s) and the consequences of its being broadcast on the Site. On this subject, Radionomy SA has the role of a technical intermediary and host only. The users have contractually guaranteed Radionomy SA that they own or otherwise control all the rights and have all necessary authorizations for reproduction and communication to the public on the Site, as concerns copyright, author's rights, neighboring rights, related rights, intellectual property rights, use rights, and in a general way they guarantee Radionomy SA against any third-party action. The users have also undertaken not to propose illegal content or content that is prejudicial to a third party. Radionomy SA does not have the possibility to exercise prior control of all content proposed by users and is not in a position to report infringements of third-party rights. Nevertheless, Radionomy SA expressly reserves the right not to broadcast or to delete from its Site any illegal content, or any content for which it can reasonably suppose, or which it has learned from a visitor or an interested third-party, that it constitutes an infringement of third-party rights or is harmful, as soon as Radionomy SA becomes aware or has any suspicion of infringement of such rights or of such harmfulness, and will do so immediately, without first informing the user who transmitted the content in question and without being required to show proof of the possible illegality or infringement of third-party rights. In the case of deletion of content, Radionomy SA reserves the right to inform any user concerned *a posteriori*, and to take any appropriate measures to prevent reoccurrence, including the temporary or definitive prohibition to use the Site or all or part of the services proposed. In the event of illegal or prejudicial content, Radionomy SA can take all necessary and adequate measures without notice, including notifying the competent judicial authorities or other control authorities. If you observe or think you observe content that seems illegal, shocking or reprehensible, or for which you suppose that your rights or the right of third parties have been infringed by the broadcasting of the content proposed by users of the Site, you can point this out by sending an e-mail to the address notification@radionomy.com, specifying the address of the page of the Site in which you found this content, the date and the time on which you made this observation, and the reasons for which you feel the content should be withdrawn.

VII. Intellectual property

The texts, photographs, page-make up, layout, slogans, illustrations and other elements appearing on the site www.Radionomy.com are protected by copyright, author's rights or neighboring rights, or other intellectual property rights. The trade names Radionomy™, ____, logos, drawings, slogans and databases are protected by intellectual property rights. Without prejudice to mandatory rights you may have under applicable law, by using the Site and the tools, you agree not to reproduce, republish, display, frame, download, transmit, modify, rent, loan, sell, assign, distribute, reverse engineer, adapt, edit, translate, or create derivative works based on the Site or its content, in any form and by any means whatsoever, without prior written authorization from Radionomy SA. The users of the Site expressly undertake to fully comply with copyright, author's right or neighbouring right, as well as any and all intellectual and/or industrial property rights, belonging to Radionomy SA or to third parties. Radionomy SA reserves the right to take all measures that it considers adequate in order to prevent or terminate infringement of copyright, author's right or neighboring right, as well as any and all its intellectual and/or industrial property rights, belonging to Radionomy SA or to third parties, without any incurring any liability as a result of these measures. Radionomy SA only authorizes the visitor to copy, print and use the data on the Site, subject to the sole condition that these data are intended for the visitor's information to the exclusion of any multiplication, distribution or commercialization thereof.

VIII. Privacy

Radionomy SA's policy for the respect of privacy concerning simple visitors to the Site is accessible in the 'Privacy Policy' page of this section.

IX. Liability of the visitor

By gaining access to the information proposed on the Site or tools (including software), you waive any complaint or recourse of any kind whatsoever against Radionomy SA concerning the use of the data or information made available to you on the Site or tools (including software). Radionomy SA can under no circumstances be held liable in the event of damage of any kind, whether contractual, extra-contractual, based on statutory liability, or otherwise, be it consequential or fortuitous, including, without limitation, any loss of profit, goodwill, business, turnover, savings, clientele, data, third party's claims,... caused by the use of such data or information. Similarly, by gaining access to the information proposed by the Site or tools (including software), you accept to assume all risks inherent to the use of the Site and tools (including software) and waive any claim against Radionomy SA, including the risk of damage caused to a computer, software or to data by a virus that may be transmitted or activated by the Site or tool, or by the fact that you have gained access to it.

X. Security of the Site

To ensure security of the Site, Radionomy SA will take all necessary measures such as security audits, encryption techniques, secured environment and all reasonable measures and procedures given the state of the art in the field. Certain zones of the Site can be reserved and subject to access procedures. In the event of an attack of the Site, computer

crime, or any other unauthorized attempt to gain access to all or part of the Site, Radionomy SA will use all legal means at its disposal to maintain the integrity of the Site and will do so in collaboration with the competent judicial and police authorities.

XI. Nullity of a clause

If any provision of this Disclaimer shall be held to be invalid, illegal or unenforceable, then all parties shall be relieved of all rights and obligations arising under such provision but only to the extent that such provision is invalid, illegal or unenforceable and provided that each such provision shall be modified to the extent necessary to make it valid, legal and enforceable whilst preserving the intent of the parties. All other provisions of this Disclaimer shall be regarded as fully valid and enforceable unless otherwise proved.

XII. No waiver

Failure by Radionomy SA to exercise or enforce any of its rights under this Disclaimer shall not constitute a waiver of such right unless acknowledged and agreed to by Radionomy SA in writing.

XII. Applicable law

The Site and this Disclaimer as well as any contractual or non-contractual obligations arising in connection with them shall be governed by and construed in accordance with the laws of Belgium, excluding international private law rules. Any dispute arising out of or in connection with this Disclaimer shall be submitted to the exclusive jurisdiction of the Courts of Brussels, Belgium.