

A. ATMACLASSIQUE.COM TERMS OF SALE

THE LEGAL AGREEMENTS SET OUT BELOW GOVERN YOUR USE OF ATMACLASSIQUE.COM, TO AGREE TO THESE TERMS, CLICK "AGREE." IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE," AND DO NOT USE THE SERVICES.

THE ATMACLASSIQUE.COM SERVICE

Disques ATMA Inc. is the provider of the Service, which permits you to purchase or rent digital content ("Products") for end user use only under the terms and conditions set forth in this Agreement.

REQUIREMENTS FOR USE OF THE SERVICE

This Service is available for individuals aged 13 years or older. If you are 13 or older but under the age of 18, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

The Service is available to you with no restrictions territories.

Use of the Service requires compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. High-speed Internet access is strongly recommended for regular use and is required for video. The latest version of the ATMACLASSIQUE.COM software is recommended to access the Service and may be required for certain transactions or features and to download Products previously purchased from the Service. You agree that these requirements, which may change from time to time, are your responsibility. The Service is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the Service.

YOUR ACCOUNT

As a registered user of the Service, you may establish an account ("Account"). Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify Disques ATMA Inc. of any security breach of your Account. Disques ATMA Inc. shall not be responsible for any losses arising out of the unauthorized use of your Account.

You agree to provide accurate and complete information when you register with, and as you use, the Service ("Registration Data"), and you agree to update your Registration Data to keep it accurate and complete. You agree that Disques ATMA Inc. may store and use the Registration Data you provide for use in maintaining and billing fees to your Account.

PAYMENTS, TAXES, AND REFUND POLICY

The ATMACLASSIQUE.COM services ("Services") accept these forms of payment: credit cards issued by Canada banks, payments through your PayPal account, and Allowance Account balances. If a credit card or your PayPal account is being used for a transaction, Disques ATMA Inc. may obtain preapproval for an amount up to the amount of the order. Billing occurs at the time of or shortly after your transaction.

You agree that you will pay for all products you purchase through the Services, and that Disques ATMA Inc. may charge your credit card or PayPal account for any products purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your Account. YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING Disques ATMA Inc. WITH A VALID CREDIT CARD OR PAYPAL ACCOUNT DETAILS FOR PAYMENT OF ALL FEES. All fees will be billed to the credit card or PayPal account you designate during the registration process. If you want to designate a different credit card or if there is a change in your credit card or PayPal account status, you must change your information online in the Account Information section of ATMACLASSIQUE.COM; this may temporarily disrupt your access to the Services while Disques ATMA Inc. verifies your new payment information.

Your total price will include the price of the product plus any applicable sales tax; such sales tax is based on the bill-to address and the sales tax rate in effect at the time you download the product. We will charge tax only in states where digital goods are taxable.

All sales and rentals of products are final.

Prices for products offered via the Services may change at any time, and the Services do not provide price protection or refunds in the event of a price reduction or promotional offering.

ELECTRONIC CONTRACTING

Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

Disques ATMA Inc. is not responsible for typographic errors.

B. ATMACLASSIQUE.COM TERMS AND CONDITIONS

THIS LEGAL AGREEMENT BETWEEN YOU AND Disques ATMA Inc. GOVERNS YOUR USE OF THE ATMACLASSIQUE.COM SERVICE (THE "SERVICE").

CONTENT AVAILABILITY

Disques ATMA Inc. reserves the right to change content options (including eligibility for particular features) without notice.

USE OF PURCHASED CONTENT

You agree that the Service and certain Products include security technology that limits your use of Products and that, whether or not Products are limited by security technology, you shall use Products in compliance with the applicable usage rules established by Disques ATMA Inc. and its licensors ("Usage Rules"), and that any other use of the Products may constitute a copyright infringement. Any security technology is an inseparable part of the Products. Disques ATMA Inc. reserves the right to modify the Usage Rules at any time. You agree not to violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security technology related to such Usage Rules for any reason—or to attempt or assist another person to do so. Usage Rules may be controlled and monitored by Disques ATMA Inc. for compliance purposes, and Disques ATMA Inc. reserves the right to enforce the Usage Rules without notice to you. You agree not to access the Service by any means other than through software that is provided by Disques ATMA Inc. for accessing the Service. You shall not access or attempt to access an Account that you are not authorized to access. You agree not to modify the software in any manner or form, or to use modified versions of the software, for any purposes including obtaining unauthorized access to the Service. Violations of system or network security may result in civil or criminal liability.

USAGE RULES

(i) You shall be authorized to use Products only for personal, noncommercial use.

(ii) You shall be able to download Products for a period of fifteen (15) days

(iii) ATMACLASSIQUE.COM Products do not contain security technology that limits your usage of such Products, and Usage Rules (ii) – (v) do not apply to ATMACLASSIQUE.COM Products. You may copy, store, and burn ATMACLASSIQUE.COM Products as reasonably necessary for personal, noncommercial use.

Once a Product is downloaded, it is your responsibility not to lose, destroy, or damage it, and Disques ATMA Inc. shall not be liable to you if you do so.

The delivery of Products does not transfer to you any commercial or promotional use rights in the Products. Any burning or exporting capabilities are solely an accommodation to you and shall not

constitute a grant, waiver, or other limitation of any rights of the copyright owners in any content embodied in any Product.

You acknowledge that, because some aspects of the Service, Products, and administration of the Usage Rules entails the ongoing involvement of Disques ATMA Inc. if Disques ATMA Inc. changes any part of or discontinues the Service, which Disques ATMA Inc. may do at its election, you may not be able to use Products to the same extent as prior to such change or discontinuation, and that Disques ATMA Inc. shall have no liability to you in such case.

SUBMISSIONS TO THE SERVICE

The Service may offer interactive features that allow you to submit materials (including links to third-party content) on areas of the Service accessible and viewable by the public. You agree that any use by you of such features, including any materials submitted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable, or in poor taste. You also agree that you have obtained all necessary rights and licenses. You agree to provide accurate and complete information in connection with your submission of any materials on the Service. You hereby grant Disques ATMA Inc. a worldwide, royalty-free, nonexclusive license to use such materials as part of the Service, and in relation to Products, without any compensation or obligation to you. Disques ATMA Inc. reserves the right to not post or publish any materials, and to remove or edit any material, at any time in its sole discretion without notice or liability.

Disques ATMA Inc. has the right, but not the obligation, to monitor any materials submitted by you or otherwise available on the Service, to investigate any reported or apparent violation of this Agreement, and to take any action that Disques ATMA Inc. in its sole discretion deems appropriate, including, without limitation, termination hereunder or under Disques ATMA Inc. Copyright Policy.

THIRD-PARTY MATERIALS

Certain content, Products, and services available via the Service may include materials from third parties. Disques ATMA Inc. may provide links to third-party websites as a convenience to you. You agree that Disques ATMA Inc. is not responsible for examining or evaluating the content or accuracy and Disques ATMA Inc. does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that Disques ATMA Inc. is not in any way responsible for any such use by you.

OBJECTIONABLE MATERIAL

You understand that by using the Service, you may encounter material that you may deem to be offensive, indecent, or objectionable, and that such content may or may not be identified as having explicit material. Nevertheless, you agree to use the Service at your sole risk and Disques

ATMA Inc. shall have no liability to you for material that may be found to be offensive, indecent, or objectionable. Product types and descriptions are provided for convenience, and you agree that Disques ATMA Inc. does not guarantee their accuracy.

INTELLECTUAL PROPERTY

You agree that the Service, including but not limited to Products, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Service, contains proprietary information and material that is owned by Disques ATMA Inc. and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service in any manner, and you shall not exploit the Service in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

Notwithstanding any other provision of this Agreement, Disques ATMA Inc. and its licensors reserve the right to change, suspend, remove, or disable access to any Products, content, or other materials comprising a part of the Service at any time without notice. In no event will Disques ATMA Inc. be liable for making these changes. Disques ATMA Inc. may also impose limits on the use of or access to certain features or portions of the Service, in any case and without notice or liability.

All copyrights in and to the Service (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) and related software are owned by Disques ATMA Inc. and/or its licensors, who reserve all their rights in law and equity. THE USE OF THE SOFTWARE OR ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

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As an Account holder of the Service in good standing, you may be provided with limited access to download certain album cover art for music stored in the ATMACLASSIQUE.COM application. Such access is provided as an accommodation only, and Disques ATMA Inc. does not warrant, and will not have any liability or responsibility for, such album cover art or your use thereof. You may access album cover art only for music for which you are the lawful owner of a legal copy. Album cover art is provided for personal, noncommercial use only. You agree that you will not use album cover art in any manner that would infringe or violate this Agreement or the rights of any other party, and that Disques ATMA Inc. is not in any way responsible for any such use by you.

TERMINATION

If you fail, or Disques ATMA Inc. suspects that you have failed, to comply with any of the provisions of this Agreement, Disques ATMA Inc., at its sole discretion, without notice to you may: (i) terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and/or (ii) terminate the license to the software; and/or (iii) preclude access to the Service (or any part thereof).

Disques ATMA Inc. reserves the right to modify, suspend, or discontinue the Service (or any part or content thereof) at any time with or without notice to you, and Disques ATMA Inc. will not be liable to you or to any third party should it exercise such rights.

DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION

Disques ATMA Inc. DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME Disques ATMA Inc. MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY Disques ATMA Inc.) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

IN NO CASE SHALL Disques ATMA Inc., ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, APPLE'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

Disques ATMA Inc. SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND Disques ATMA Inc. HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

Disques ATMA Inc. DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND Disques ATMA Inc. DISCLAIMS ANY LIABILITY RELATING THERETO. PRODUCTS

CAN BE DOWNLOADED ONLY ONCE; AFTER BEING DOWNLOADED, THEY CANNOT BE REPLACED IF LOST FOR ANY REASON. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY PRODUCTS PURCHASED OR RENTED FROM THE ITUNES STORE THAT ARE STORED IN YOUR SYSTEM.

WAIVER AND INDEMNITY

BY USING THE SERVICE, YOU AGREE TO INDEMNIFY AND HOLD Disques ATMA Inc., ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SERVICE, OR ANY ACTION TAKEN BY Disques ATMA Inc. AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM Disques ATMA Inc, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICE, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF Disques ATMA Inc'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

CHANGES

Disques ATMA Inc.reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Service. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Service will be deemed acceptance thereof.

MISCELLANEOUS

This Agreement constitutes the entire agreement between you and Disques ATMA Inc. and governs your use of the Service, superseding any prior agreements between you and Disques ATMA Inc. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Disques ATMA Inc's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. Disques ATMA Inc. will not be responsible for failures to fulfill any obligations due to causes beyond its control.

The Service is operated by Disques ATMA Inc. from its offices in Canada located at 400,Atlantic avenue Suite 702 Montréal (Québec) H2V 1A5. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Service. All

transactions on the Service are governed by Canadian law, without giving effect to its conflict of law provisions.

Disques ATMA Inc. may notify you with respect to the Service by sending an email message to your Account email address or a letter via postal mail to your Account mailing address, or by a posting on the Service. Notices shall become effective immediately.

Disques ATMA Inc. reserves the right to take steps Disques ATMA Inc. believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that Disques ATMA Inc. has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as Disques ATMA Inc. believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Disques ATMA Inc's right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third-party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights).