

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X

CAPITOL RECORDS, LLC,

Plaintiff,

Civil Action File No.  
12 Civ 0095 RJS/AJP

-against-

REDIGI INC.,

Defendant.

**DECLARATION**

-----X

**JOHN OSSENMACHER** declares under penalty of perjury:

1. I am Chief Executive Officer and a founder of ReDigi Inc. I have had a very successful corporate career at three major NYSE-listed companies including Sylvania Lighting International (President, Electronic and Conservation Products), Parker Hannifin Corporation (Director), and Pacific Scientific (President, Energy Products). I am a multiple patent holder and primary inventor for controllable, energy efficient CFL's which technology has become the undisputed industry leader and is being sold, globally, at major retailers every day. I have led teams that were responsible for advancing flight controls and systems that are in use on most commercial and military aircraft flying today. I have been part of corporate governance and public stock offerings. I have also had a successful career as an entrepreneur, founding and building companies like Electro-Mag International, which developed revolutionary control technologies and was subsequently acquired by Sylvania Lighting within 18 months of its launch, and Conserving America Corporation, which was awarded some of the largest lighting efficiency contracts ever issued, and served as a key supplier to the US government for Conserving

America's proprietary control systems. I have served on many industry organizations and charitable groups. I have a wide breadth of education and experience which began with my Bachelors of Science in Electro-Mechanical engineering from Michigan State University in 1981. I left semi retirement to found ReDigi in 2009. I respectfully offer this declaration in opposition to plaintiff's motion for preliminary injunction.

### **ABOUT OUR BUSINESS**

2. The home page of ReDigi's web site, [www.redigi.com](http://www.redigi.com), welcomes visitors to the "Online Marketplace for Pre-Owned Digital Music" and offers "previously listened to songs at used prices". The technical details about our business are set forth in the accompanying declaration of our Chief Technical Officer, Larry Rudolph, but in summary what we do is provide cloud music storage in personal lockers, and a used digital music marketplace for eligible, pre-owned mp3 and mp3-type files (hereinafter "MP3" files) which reside in those lockers. The technology behind our sale process does not involve the making of even a single copy, or even a RAM copy; the exact file is transferred in a manner whereby only the record locator, or file pointer, is changed. The Eligible File remains in the same location in the ReDigi Cloud and is not copied. Only a modification of the record locator, from the seller's locker to the buyer's locker, has occurred. Our verification technology ensures that (a) no copies of a file sought to be uploaded can remain on the user's computer or attached devices, (b) in the event any device is subsequently attached to the user's computer, and a copy is located on the attached device, the user must delete the file or the user's account will be suspended, and (c) if a file is downloaded, no copy may remain in the user's cloud locker.

3. The only files which are eligible for our service – either for storage or for sale –

are files which were lawfully purchased from iTunes, or subsequently from ReDigi, thereby excluding music tracks copied from CDs, or downloaded from other online vendors or file sharers, or obtained from any other source. The terms and conditions used by iTunes (exhibit A to Ray Beckerman declaration) do not in any way prohibit any part of ReDigi's business model. Plaintiff's citation of the terms and conditions used by Amazon.com is completely irrelevant since Amazon files are not allowed to be uploaded to our service. Ultimately, we anticipate that our business model will expand to include Eligible Files other than those downloaded from iTunes, such as recordings sold by independent musicians, recordings sold by independent labels, recordings sold by other online retailers, etc., once all technical, legal, and business issues are worked out, and will also include new music sales, but to date we have not gotten to that point. We may never get to that point if we are saddled with litigations like this.

4. Music cloud locker storage is a rapidly growing business. Among the companies which provide general cloud locker storage to consumers are Dropbox, Microsoft LiveMesh & SkyDrive, Apple MobileMe, Rackspace, Amazon AWS, Box.net, Google Docs / Gmail Drive, ADrive, Mozy, Asus webstorage, iDrive, and others. Among the companies which provide cloud locker storage specifically for MP3's, and make it possible for their users to privately stream their music from the cloud, are Apple iCloud, Google Music, Amazon Cloud Drive and Player, BitSpace, Maestro.fm, Moug, MusicPlayer.fm, Deezer, MP3tunes, and others. A sampling of articles discussing this industry is attached hereto as exhibit A.

5. Two key features of our cloud music storage business are its (a) verification technology and business model which preclude the existence of more than one copy, and limit the eligible files to those lawfully purchased, and (b) used digital music marketplace, which does

not implicate the reproduction right since there is no copy being made, and does not implicate the distribution right because only the digital file, and no “material object” in which the digital file is embedded, is sold.

6. As explained in Dr. Rudolph’s accompanying declaration, ReDigi’s structure ensures that no copies of an Eligible File are made when a resale transaction occurs in the ReDigi online marketplace. When another user purchases such a file, the record locator associating the file with the seller’s cloud locker is modified to associate the file with the purchaser’s cloud locker. In such a transaction only the record locator is changed; the file remains in the same location in the ReDigi Cloud and is not copied.

7. The ReDigi website provides links to 30-second clips of music and artwork which are on the website of Rdio, Inc., pursuant to a license agreement with Rdio, Inc., which agreement states that Rdio is licensed to provide same by, among others, EMI Group Limited (exhibit B), which is identified by plaintiff in its Rule 7.1 statement as one of its multitudinous affiliates.

### **TIMING**

8. The timing of plaintiff’s sudden “emergency” is curious indeed. Plaintiff has been aware of our process and approach, and has been actually discussing it with us, since early 2010 – i.e., for the past two (2) years. Our initial discussions with plaintiff were with Ron Werre, Chief Operating Officer of plaintiff’s parent company EMI, and Mark Piibe, a vice president of EMI. They were very positive and supportive of the whole concept of ReDigi. We had multiple discussions. Mr. Werre said he thought that the data that could be collected by consolidating listening habits on each specific track could be significant in helping build solid, helpful

marketing data for them. Mr. Piibe's comments, which he indicated were based on his past experience at Napster, were very favorable regarding our substantial technical and solid verification and deletion approach. There wasn't the slightest indication of any problem with our business, or any request that we refrain from moving forward with it. We have at all times been completely forthcoming about our business and business plans, issuing public press releases at various junctures.

9. The first indication we received from the "Big 4" record companies (of which plaintiff's parent is one) of a negative attitude towards our business model was the vague November 10<sup>th</sup> "cease and desist" letter included in plaintiff's exhibits, which we learned of through a New York Times reporter (the RIAA sent the letter to the press three (3) or four (4) days *before* sending it to us). One might wonder why, if the plaintiff and the RIAA believed ReDigi was committing copyright infringement as of November 10<sup>th</sup>, and if they believed it was truly causing them "irreparable harm", they *never identified a single act of copyright infringement*, never sent any kind of DMCA notice, and waited more than two (2) months to submit a preliminary injunction motion... and *still haven't identified a single act of infringement*.

#### **HARM TO PLAINTIFF**

10. Even if plaintiff were right that ReDigi's used music marketplace business somehow infringes its copyrights, this infringement would be fully compensable in damages. ReDigi keeps detailed records of all of the purchase and sale transactions, including the buyer and the seller, the date and time of the transaction, and the metadata of the music file, including title, artist, album, owner (seller), store identification, original store, and the hash of the acoustics. So plaintiff would be able to identify each infringed work, and if it can prove damages

by reason of those transfers, or that ReDigi improperly profited, plaintiff will be entitled to calculate its damages and obtain a money judgment.

### **HARM TO REDIGI**

11. An injunction would put us out of business, pure and simple.

12. We are a startup company. We are still in beta. We are employing people and creating jobs.

13. The cloud of plaintiff's "cease and desist" letter and lawsuit, needless to say, are already making it difficult or impossible to enter into new relationships with other companies and investors that would enable us to grow our business.

14. A preliminary injunction would devastate ReDigi, effectively shutting it down and putting it out of business before the case is resolved on the merits.

### **STATUS QUO**

15. The present status quo is that plaintiff is a long established giant in the recording industry. A fairly small number of its mp3 recordings, and only those which have been lawfully purchased through iTunes, on which plaintiff has already received compensation in the neighborhood of 70% of the retail price of each file, are being sold through a fledgling company, in a new industry, which employs less than 15 people, and which is careful to protect the plaintiff's right not to have multiple copies floating around, and to protect against any form of unregulated copying. This small company is using revolutionary new, patent-pending, technology, which performs a service for all copyright owners by forensically analyzing mp3 files to protect against unauthorized copying. The process adds value to new mp3's sold by plaintiff each day, by (a) adding, to lawfully acquired mp3 files which otherwise have no

economic value, a true economic value -- an actual resale price -- and on the other hand (b) making pirated copies of which consumers may have possession economically worthless, since they cannot be resold and therefore have no resale value. Our fledgling company is providing a valuable service to the public and to copyright holders. We have created a service that is far superior in copyright protection than the existing systems currently readily accepted on the resale of CD's. For example; the ReDigi service continually monitors and requires deletion of any and all copies that may have been previously made by the user, no matter when or where they are found, thereby helping users maintain compliance with copyright laws, unlike CD resales where there is no required ongoing or follow-up mechanism to aid in compliance.

16. That is the status quo. Denying an injunction would preserve the status quo. Granting an injunction would put a fledgling company, creating jobs in a new technology, out of work, and squash an entirely unique service to consumers and to music makers.

#### **ALLEGED STREAMING AND ARTWORK**

17. Plaintiff falsely accuses ReDigi of streaming infringing 30-second clips, and hosting infringing artwork. All they would have had to do was right click their mouses for the artwork, or play any one of the 30-second clips, to know that this accusation was false. Right clicking the artwork shows that the artwork is located not on our site, but at Rdio's, with links in this format: [http://media.rd.io/\[...\].jpg](http://media.rd.io/[...].jpg) And playing any of the 30 second clips would likewise have shown that the music is located not on our site, but at Rdio's, with links in this format: [http://www.rdio.com/\[...\]](http://www.rdio.com/[...]) And Mr. McMullan's unsubstantiated allegation that the users store copies of the clips on ReDigi is likewise false, as all that is retained in the "memory bank" of viewed clips is a list of pointers to the offsite links, which Mr. McMullan could likewise have

easily ascertained by clicking one of them. Copies of our agreements with Rdio, Inc., licensing us to use this material, are annexed hereto as exhibit B. The Rdio agreement specifically states:

Certain Transmitted Content is provided by third party licensors of Rdio, including, without limitation, Universal Music Group, Sony Music Entertainment, Warner Music, Inc., *EMI Group Limited*, IODA, Orchard Enterprises, NY, Inc., Isolation Network, Inc., and IRIS (collectively, the Transmitted Content Providers”). (emphasis supplied)

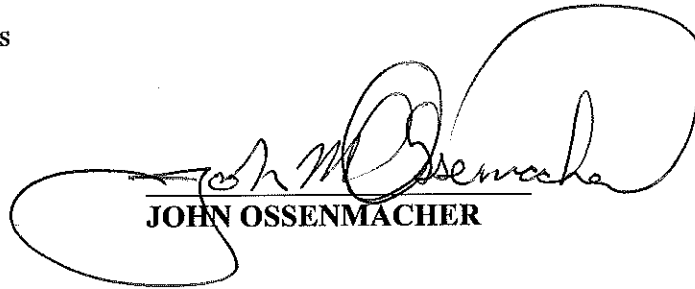
It is therefore highly unlikely that Mr. McMullan, who identifies himself as “Executive Vice-President of Legal Affairs for EMI Music North America (“EMI”)” was unaware, when he signed his declaration, that Rdio is an authorized licensee of EMI Group Limited, since the latter company is listed in plaintiff’s Rule 7.1 Statement as having an ownership interest in plaintiff.

18. Neither is the private streaming by a user of the stored songs in his personal cloud locker, through an internet-connected device using the user’s secure login to access his or her ReDigi account, a “public performance”, as it can be viewed only by the user. Each ReDigi user agrees to “(I) keep [the user’s password secure and confidential, (ii) not permit others to use [the user’s] account, (iii) refrain from using other users’ accounts, (iv) refrain from selling, trading, or otherwise transferring [the user’s] account to another party”. (Exhibit C) No copy of a music file so “streamed” is stored; rather, as with any digital music player, the recording is loaded into RAM, and disappears when the song stops playing. I.e., no “public performance” is permitted.



WHEREFORE it is respectfully requested that plaintiff's motion be in all respects denied.

Dated: Cambridge, Massachusetts  
January 25, 2012



**JOHN OSSENMACHER**

# Exhibit A

EDITION: U.S.

[CA Canada](#) [FR France](#) [US United States](#) [UK United Kingdom](#)

AdChoices

January 24, 2012

HUFF  
POST TECH

THE INTERNET NEWSPAPER: NEWS BLOGS VIDEO COMMUNITY

[Like](#)

44K

CONNECT

Search the Huffington Po 

## iTunes Match vs. Google Music vs. Amazon Cloud Drive

By [RYAN NAKASHIMA](#) 11/28/11 01:51 PM ET Associated Press 

React



LOS ANGELES -- In recent weeks, Apple, Google and Amazon.com have each launched the missing puzzle piece in their wireless mobile music systems.

Apple enabled storage and delivery of your songs over the Internet through iTunes Match. Google started selling music digitally. Amazon shipped an electronic-books device, called the Kindle Fire, that does much more than books.

With those additions, each system now lets you buy songs, store them on faraway computers called the cloud and retrieve them wirelessly on devices connected to the Internet.

But which system do you want to live with? It's a choice you can't make lightly because these companies don't play nice with each other. Once you've adopted one, it's hard to switch.

If this were the Music Cloud Wars, then Apple's iTunes Match would be winning – but not by much.

Here's a quick primer, along with a few ways to get in and around their digital barriers.

---

### iTunes Match.

There's a good chance you are familiar with iTunes. The software is on millions of computers, and many of you have iPods, iPhones or iPads that let you consume content bought through the iTunes online store.

**Sponsored Links****RBCC - Breakout Gains!**

The Most Promising Biotech Company Could Make You Extremely Wealthy!

[www.BestMicroCapStock.com](http://www.BestMicroCapStock.com)

**Hot Mobile App Stock OMVS**

Bikini Model Contest Promo Trailer Means Prices Are Going Up, Buy Now!

[www.TopMicroCapStock.com](http://www.TopMicroCapStock.com)

**Blood Sugar Shocker**

This seemingly harmless substance is ruining our health. Learn how to protect yourself today.

[www.Gluco-Secure.com](http://www.Gluco-Secure.com)

[Buy a link here](#)

iTunes Match is a \$25-a-year service on top of that. It sees everything you have in iTunes and matches it to copies Apple already has stored in the cloud. Songs not already there will be uploaded from your computer to a personal locker in the cloud.

It's alone among the three to let you download songs to iPhones and iPads wirelessly. That means a full copy of the song is stored for listening anytime, rather than streamed on demand over wireless networks, which can be spotty. There's nothing more annoying than having your songs stop and start as your connection flutters.

You can have up to 25,000 songs on the service, plus an unlimited number bought through iTunes – great for those with large music collections. Of course, most of you won't fit 25,000 songs on your device, so streaming is an option for songs you haven't downloaded yet.

If there's a tune you want to listen to offline, just tap an icon. It takes only a few seconds, and you can start listening before it's done.

One major caveat: You need an Apple device to use this, and specifically a newer one with Apple's iOS 5 mobile software. You're out of luck if you have a phone running Google's Android system, for instance.

---

## Google Music.

Using Google's free Music Manager program, you upload music you own into Google's cloud. Unlike Apple, Google doesn't have songs preloaded, so this can take hours or days.

Google Music works best with an Android phone or tablet computer. You simply download the Google Music app to your device. Voila, your songs will be available for streaming. You can save songs for offline playback by "pinning" them with a digital push pin icon.

The service stores up to 20,000 songs, not including those bought through a companion music store run by Google. That's not as many as iTunes Match, but it's free.

I like Google's music store because it offers plenty of bargains. I found Coldplay's latest album, Mylo Xyloto, for \$5 – half the price on iTunes. Google plans to release lots of free music, too.

I also like that if you buy from Google's music store, you can share the songs with friends on its Google Plus social network. They get one full listen for free – that's something not available anywhere else.

One downside: Google's store isn't as extensive as Apple's or Amazon's. For instance, it's missing songs from Warner Music Group, which accounts for about 20 percent of music sold in the U.S.

Google Music also isn't a great option for users of Apple devices.

Google found a way to make the system work on iPhones and iPads through Apple's Safari Web browser. It has a surprising app-like feel because of the way menus respond to touch. But you won't be able to store songs on your phone for offline use.

There's also a trick for Apple users to take advantage of music deals: Download the songs onto a computer, put the music in iTunes and upload the songs into Apple's cloud through iTunes Match. It's not pretty, but it works.

---

## Amazon Cloud Drive.

The new Kindle Fire completed Amazon's music system, though it's not required. It works fine on Android devices through the Amazon MP3 app.

Released in March, Amazon's cloud storage system is free for up to 5 gigabytes of storage – roughly 1,250 songs. If you bought Lady Gaga's latest album, "Born This Way," in a 99-cent promotion in May, you'll have 20 GB of space – good for about 5,000 songs.

Amazon's uploader works about the same as Google's. It could take hours or days to get your songs into the cloud. But once there, you can stream or download songs to the Kindle Fire or to Android devices.

Like Google, Amazon sells songs and albums at a discount to iTunes, and its long-running music store has a selection comparable to iTunes.

Amazon has also found a way to make its system work on Apple devices, using Safari as well, but that workaround is clunkier than Google's and doesn't support downloads either.

One other downside to Amazon's service is that you'll likely have to pay for cloud storage, as you do with iTunes Match.

Having 5 GB of storage for free is kind of meaningless because most mobile devices have that already. The Kindle Fire comes with 8 GB on board. For a limited time, you can get 20 GB of storage for \$20 a year – and most music files won't count against the total.

---

Although there are things to like about Google's and Amazon's systems, they both favor streaming, which isn't how I want to listen to music when I'm not at a computer.

Apple's iTunes Match is fundamentally more oriented to work with downloading in mind, and it meshes well with your existing song library, either on your device or on your computer.

The iTunes store is also set up better – showing what's new and popular, and acting as a barometer of popular culture. Google promotes what's free and Amazon emphasizes its bargains, but those picks aren't always what I'm looking for.

Ultimately it's great to have cloud services out there. It has helped me organize my music collection and reconnected me with songs stuck in the recesses of my computer.

In the end, though, these services ought to be as free and easy to access over multiple devices as email is. Instead, they come across as tools to get you to buy this or that device. And we shouldn't be made to pay for a song once and then again when we store it.

Music in the cloud has promise, but it hasn't fully delivered just yet.

Related Video...

FOLLOW HUFFPOST TECH

ON

Facebook:

[Like](#)

44K

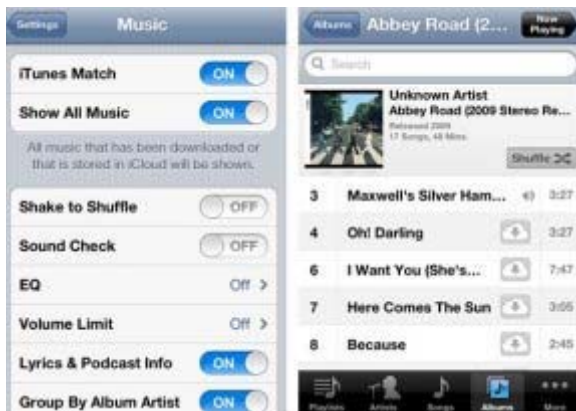
Twitter:

# With iTunes In The Cloud, Apple Under-Promises And Over-Delivers



**MG  
SIEGLER**

Tuesday, August 30th, 2011



As the summer winds down and we near the fall, we know two things are for sure about to enter existence in the world of Apple: iOS 5 and iCloud. Given that both offer third-party developers various opportunities, both are in the process of being tested by that community. And that means things are starting to leak out. Tonight brought perhaps the biggest surprise revelation yet: iTunes in the Cloud will support *streaming* as well as downloading of music.

Now, before everyone works themselves into a tizzy yelling “FIRST!!!”, yes, it’s true that other music services have offered cloud-based streaming before — notably both Google Music Beta and Amazon Cloud Player this past summer. But neither of those is iTunes, the largest music retailer on the planet (online or “offline”). And there are plenty of other services that are streaming-only. It now seems certain that this fall, iTunes will offer both cloud downloading *and* cloud streaming.

And this is a big deal because during the iCloud unveiling at WWDC in June, Apple didn’t say a word about streaming. This led everyone to believe the feature wouldn’t be implemented when the service launched — a disappointment, for sure. But it now appears that Apple pulled the old “under-promise, over-deliver” trick. iTunes Match went live to developers for testing earlier tonight and music streaming from the cloud **is already up and running (<http://www.macrumors.com/2011/08/29/itunes-match-allows-both-streaming-and-downloading-of-music/>)**.

It’s entirely possible that Apple didn’t announce streaming at WWDC because they didn’t yet have the music labels’ permission for the feature and now they do. It’s also possible that they don’t feel they need the labels’ permission — after all, neither Google nor Amazon obtained it before launching their services, and both are still live. It’s also possible that the **MP3tunes decision (<http://torrentfreak.com/mp3tunes-wins-in-landmark-cloud-piracy-case-against-emi-110823/>)** last week affected Apple’s position. Regardless of how it happened, it happened. And that’s great news for everyone.

It also shows Apple’s prowess when it comes to the little customer delights. Apple announced iTunes in the Cloud and people were excited, but a little letdown by the functionality. But Apple was also announcing it at least four months prior to launch — something they don’t typically like to do with products. When iTunes in the Cloud finally does fully launch, Apple probably wants a few other surprises to show off at the unveiling (undoubtedly at the fall event, which typically is focused around music). One of those can now be music streaming from the cloud (though a bit spoiled by the developer leaks tonight).



# Amazon Beats Apple And Google To Cloud-Based Music Storage/Streaming



**MG  
SIEGLER**

Monday, March 28th, 2011



Well, the rumors were true. Not only is Amazon entering the “music locker” space, they’re doing it before both Google and Apple — as their “Cloud Drive” and “Cloud Player” have just gone [live \(http://www.amazon.com/b/ref=amb\\_link\\_355091782\\_4?ie=UTF8&node=2658409011&pf\\_rd\\_m=ATVPDKIKX0DER&pf\\_rd\\_s=center-2&pf\\_rd\\_r=1XCE7Q7BHQA2C69H0SW&pf\\_rd\\_t=101&pf\\_rd\\_p=1291940422&pf\\_rd\\_i=163856011\)](http://www.amazon.com/b/ref=amb_link_355091782_4?ie=UTF8&node=2658409011&pf_rd_m=ATVPDKIKX0DER&pf_rd_s=center-2&pf_rd_r=1XCE7Q7BHQA2C69H0SW&pf_rd_t=101&pf_rd_p=1291940422&pf_rd_i=163856011) on their site tonight.

**Cloud Drive** (<https://www.amazon.com/clouddrive/learnmore>) is the name Amazon is giving to its media storage space on their servers. They give you 5 GB of storage for free and allow you to access the media from any computer. Cloud Player is the name of yes, the actual player. And it comes in two flavors: a player for the **web** ([https://www.amazon.com/gp/redirect.html/ref=amb\\_link\\_355702102\\_2?location=https://www.amazon.com/gp/dmusic/mp3/player&token=661ABEA050EC7ED103349320C53489637F654274&pf\\_rd\\_m=ATVPDKIKX0DER&pf\\_rd\\_s=center-3&pf\\_rd\\_r=1PFKDQWGBTRZK80JMDHH&pf\\_rd\\_t=101&pf\\_rd\\_p=1292120922&pf\\_rd\\_i=2658409011](https://www.amazon.com/gp/redirect.html/ref=amb_link_355702102_2?location=https://www.amazon.com/gp/dmusic/mp3/player&token=661ABEA050EC7ED103349320C53489637F654274&pf_rd_m=ATVPDKIKX0DER&pf_rd_s=center-3&pf_rd_r=1PFKDQWGBTRZK80JMDHH&pf_rd_t=101&pf_rd_p=1292120922&pf_rd_i=2658409011)), and one for **Android** ([http://www.amazon.com/gp/feature.html/ref=amb\\_link\\_355702102\\_4?ie=UTF8&docId=1000454841&pf\\_rd\\_m=ATVPDKIKX0DER&pf\\_rd\\_s=center-3&pf\\_rd\\_r=1PFKDQWGBTRZK80JMDHH&pf\\_rd\\_t=101&pf\\_rd\\_p=1292120922&pf\\_rd\\_i=2658409011](http://www.amazon.com/gp/feature.html/ref=amb_link_355702102_4?ie=UTF8&docId=1000454841&pf_rd_m=ATVPDKIKX0DER&pf_rd_s=center-3&pf_rd_r=1PFKDQWGBTRZK80JMDHH&pf_rd_t=101&pf_rd_p=1292120922&pf_rd_i=2658409011)) devices. You’ll note an absence of an iOS player...

A bit more:

- Any album bought through Amazon MP3 is stored for free in your Cloud Drive — a very nice perk



































[Best 10 Cloud Storage](#)[Cloud Storage Comparison](#)[Cloud Storage Blog](#)[About Us](#)[Contact Us](#)[Disclaimer](#)[Bookmark](#)

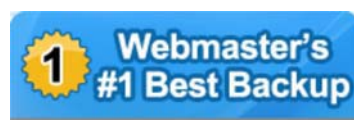
## The "Top 10 Best Cloud Storage Companies" Reviewed!

**TheTop10BestOnlineBackup.com**, the smartest way to determine your best options for the most secure and affordable cloud storage services online. Our reviewers take an impartial look at the hundreds of cloud storage companies on the market right now and select the top 10. Our reviewers examine the products and services of each cloud storage company, first hand and report to you. Don't waste another minute leaving your files vulnerable to irreversible deletion, make the move to cloud storage now.

The Top 10 Best Cloud Storage List					Updated: 24th January 2012		
RANK	COMPANY	PRICE	STORAGE	MONEY BACK	PERFORMANCE	SCORE	REVIEW
<b>1</b>	BEST OVERALL! 	<b>FREE</b> (Limited Time)	Unlimited	Anytime	Reliability:  Speed: 	<b>98%</b>	
<b>2</b>		\$4.95	Unlimited	Anytime	Reliability:  Speed: 	95%	
<b>3</b>		\$7.95	2TB	14-Day	Reliability:  Speed: 	93%	
<b>4</b>		\$4.95	Unlimited	Anytime	Reliability:  Speed: 	89%	
<b>5</b>		\$9.95	60GB	None	Reliability:  Speed: 	88%	
<b>6</b>		\$9.95	50GB	None	Reliability:  Speed: 	85%	
<b>7</b>		\$9.95	20GB	None	Reliability:  Speed: 	84%	
<b>8</b>		\$8.25	Unlimited	Non-refundable	Reliability:  Speed: 	84%	
<b>9</b>		\$9.99	50GB	None	Reliability:  Speed: 	83%	
<b>10</b>		\$9.99	50GB	30 Days	Reliability:  Speed: 	81%	

### [View Our In Depth Comparison Chart](#)

#### Webmasters Choice





**98%** 

Just Cloud is an exciting new Cloud Storage Provider in the constantly growing online cloud storage market. The product is easy to use while providing a full list of features that many of the established cloud backup providers do not offer.

With one of the most affordable cloud storage plans out there, the user gets pound for pound one of the most complete and secure methods of cloud file storage with Just Cloud.

Unlimited storage, automated backup, multi-computer syncing are some the features offered, all which are backed up with 24/7 customer and technical support.



After our great user experience we decided that the #1 Cloud Storage provider is Just Cloud.

**[Visit Just Cloud](#)**

### Why Cloud Storage?

With most homes now totally relying on their PC to store all their photos, videos, music and documents Cloud Storage is a must, especially with increasing computer viruses and hard drive crashes due to inferior components continually being used by big brand suppliers.

### Cloud Storage Articles

#### **The Latest about Cloud Storage in the Technology World**

When you think of Cloud Storage it is growing by leaps and bounds as more and more people use the internet for their daily business needs. You will be surprised to know of how many people who are aware of the term and have used this kind of storage option for themselves. Cloud computing is all web based and people get to share common resources in the form of software that allows them to access their information from anywhere. This works to be an off the site information storage space that is provided as a service. There are third parties that operate and administer this either as an absolutely free or paid service. Therefore, you get to not only save your precious data on a hard disk but also on some distant commonly shared server so that in case of an emergency you will still have all the data intact. There are plenty of such service providers and they are growing by the day since there is a demand for this kind of service. The free ones get you storage space of a minimum amount whereas the paid ones enable you to opt for the amount of storage space that you will require. There are plans and packages in place for cloud storage and you can choose from one that best suits your individual as well as business needs. Also, check out the credentials of the service providers before you opt for them.

#### **The Demerits of Cloud Storage in Cloud Technology**

Cloud technology and online storage is the latest in the world of technology. However, just with everything else in life, it too has demerits linked with it. The moment that you opt for cloud storage options you lose control. The data that you store is not with you but in the hands of a third party owner. This means that you are not in the possession of the data the way you might have been in the case of having had it on your laptop. The other major demerit looming large is what if the company that you have entrusted to store your data online decides to shut shop and vanish. This could mean that all your data also vanishes along with them. That is the reason it is all the more imperative that you select a company that has been around for a long time and you can go on to bank on them. The other thing about the online data is how secure and well protected it is going to be. You do not want your data to fall into the hands of hackers or get virus infested. The right kind of encryption processes need to be in place that use the best and most updated of technologies. This will enable you to be able to know for one hundred percent that your data is in good hands. You can also go on to choose a password that is really strong and cannot be hacked easily. However, even with some drawbacks, the benefits still greatly outweigh them.

#### **How do I use Cloud Storage to its Maximum Potential?**

Cloud Storage is the latest buzz in the IT world and it grants several merits to its users. If you have been left asking 'what is it?', then read on to find the answers. It is a storage option in the virtual cloud space online. It is usually a public space that you can buy access to as your needs increase. I have used this kind of storage option and found it to be easily accessible in the most convenient of ways. Also, when you get the options of buy as you need, you do not have to spend money unnecessarily on more storage options when you would not need them. The providers of this service have the requisite infrastructure in place and whenever I need to scale my storage options further I just need to contact them. They use a grid form of architecture that allows users in different diverse locations to be able to gain access from a single storage point. These users can be using any kind of these two technologies that are there in the form of tight or loose clusters. The storage manager will be able to see the final interface. The user will get several benefits coming their way by the use of this model of cloud technology. They will be able to affect their bottom line greatly if they were to implement this and get themselves the winning edge for their enterprise in the easiest of ways.

#### **Cloud Storage and Secure Syncing**

File storage and secure syncing for small businesses and individual users using cloud storage has changed how we store our important documents and other files forever. It has made files more accessible and has allows small businesses and individuals to take their documents wherever there is an internet connection. Several companies offer this type of cloud service and now almost everyone uses this type of service. Public cloud storage is especially beneficial to businesses and allows all employees to have access to certain documents. Now businesses never have to worry about losing important files because they were not backed up. In addition, cloud technology synchronizes all files to any computer or mobile device so not having a document with you is a thing of the past. Some companies that offer cloud technology to users not only have file storage and synchronizing to any device but some companies include security. Some are able to keep data without actually storing it and keeping it secure. Overall, this technology has made data storage easier and has changed the way that we back up and store our files. The technology is very easy to use and offers a safe, secure and easily accessible way of storing files. Businesses and individuals have benefited greatly from cloud storage and will continue to do use it in the future. If you are looking for the right cloud storage solution, then check out any of the companies that we review on the front page. You can get some terrific information to assist you in your final decision.

#### **Cloud Storage and the Speed of Doing Business**

Cloud storage has become an absolute necessity in the world of business from the small mom and pop stores to national changes and major corporations. With a global move towards green technologies, cloud storage services are an ideal way for companies and private

users to move quickly towards a paperless world. Data centers are now converting to solar and wind power in many parts of the world to reduce the drain on global energy resources and cloud storage users are benefiting and making it a possibility. In concert, the changes to the way the world transmits and receives data with the cloud as an intermediary, will bring about major reduction in overall power consumption, thus reducing the need for fossil fuels. 2012 will bring a lot of changes in technology when it comes to cloud storage and other cloud services. We can expect to see a lot of new and faster ways in which to store our files instantaneously as ISPs implement new technology on a mass scale. In 2010 and 2011, ISPs throughout the US have had new methods of data transfer in beta testing and with those tests being highly successful, the roll out of that technology will start taking place around the middle of 2012. This will mean much faster transfers but also seamless continuity in streaming. Because of the major increase in devices requiring bandwidth, ISPS simply had to increase their speed or potentially fall by the wayside.

### **Cloud Storage is not a New Technology**

Cloud Storage has been around for a very long time and it was not until someone put a catchy phrase with it, that it suddenly took off. If you own a computer or an Xbox, iPad or Kindle, then you are probably already familiar with or now familiarizing yourself with what cloud storage can do for you. Pretty neat stuff right? Over the holidays, I had to explain what cloud storage is to several older family members. These are people in their late sixties and early seventies that are still vital and love new technology. Most were given some type of Kindle type device and had to have it setup as simply as possible. Trying to explain cloud storage did not prove to difficult. It is where your files are saved off of the device in your hand. Simple enough and easily understood. The big problem came in explaining how to actually use the device and the touch screen, but that is a completely different story. Cloud storage is a household word now and in your household, if that is not yet the case, then it soon will be. Your television shows will be stored on the cloud, movies, music, and family photos. It is just the next step in where we are going with technology. Luckily, there is not too much hands on experience required and most of the new devices already have it setup automatically, so the inclusion of this new technology really will not take too much effort on your part.

## **Latest Customer Reviews for our Top 10 Cloud Storage companies**



Value For Money	★★★★★
Reliability And Uptime	★★★★★
Customer Service	★★★★★
Technical Support	★★★★★
Features	★★★★★
Storage Space	★★★★★
Bandwidth	★★★★★
Tech Response Time	★★★★★
Ease of use	★★★★★

### **Protection from hard drive crashes**

[More Reviews](#)

I work at a local electronics shop, and I can't tell you how many people come in with their computers because their hard drives crashed and they can't get to their files. I tell them all the same thing: Back up your files online! It's the only way you can make sure they're safe. I use MyPC Backup and I recommend it to all of my clients.



Value For Money	★★★★★
Reliability And Uptime	★★★★★
Customer Service	★★★★★
Technical Support	★★★★★
Features	★★★★★
Storage Space	★★★★★
Bandwidth	★★★★★
Tech Response Time	★★★★★
Ease of use	★★★★★

### **Thanks for my referral to ZipCloud**

[More Reviews](#)

Having searched the internet for an appropriate storage solution i found zipcloud referred to me by this site. Zipcloud have a really nice website and a funky little animation (i'm a sucker for flash). The product is great, the free trial is small so i had to signup pretty quick but i am glad i did. It works great. Thanks for the advice, keep up the good work.



Value For Money	★★★★★
Reliability And Uptime	★★★★★
Customer Service	★★★★★
Technical Support	★★★★★
Features	★★★★★
Storage Space	★★★★★
Bandwidth	★★★★★
Tech Response Time	★★★★★
Ease of use	★★★★★

### **Yes, there is a Free Trial**

[More Reviews](#)

I was recently in the market for an online computer backup program. I looked at a lot of different options. Livedrive was one of the programs I was considering, but rumor had it that they don't offer a free trial like most of the other programs do. Well the rumor was wrong and I was excited to try the 2 week free trial. It gave me a good feel for what the software had to offer.



Value For Money	★★★★★
Reliability And Uptime	★★★★★
Customer Service	★★★★★

### **Just CCloud - Just Great!**

[More Reviews](#)

As a webmaster of a few websites, I needed something offsite to backup all my clients important files and documents, Just Cloud seemed to fit the bill and boy am I glad I went for them. Excellent service, easy to use, and great value for money! - I will

## About.com Digital Music

[Share](#)

### Best Free Music Storage Sites That Stream: Free Cloud Storage for Your Music

Store your digital music online and listen to it as streaming audio

By [Mark Harris](#), About.com Guide

#### Free Digital Music Newsletter!

[Sign Up](#)
[Discuss in my forum](#)

Would you like to listen to your music library from anywhere? There are free online music storage sites that provide the facility to stream your music via most Web browsers. Music lockers as they are sometimes called are excellent for organizing and storing all your MP3s online so you can gain access to them wherever you are. The following free digital music sites offer different levels of services, but all have the capability to stream your music on demand.

#### 1. [Amazon Cloud Drive](#)



Image © Amazon.com, Inc.

Amazon's Cloud Drive enables you to store your digital music on the Internet and listen to it using the Amazon Cloud Player application (any computer or Android device). As well as music, you can also store other digital media files such as videos and photos. Amazon initially give you 5GB of [cloud storage](#) for free. The good news is that if you purchase music from the [Amazon MP3 service](#), it will be automatically stored in Amazon's Cloud Drive but won't count towards your storage limit.

[More Info](#)

#### 2. [Google Music Beta](#)



Image © Google Inc.

Google Music Beta is a cloud storage service that boasts a capacity of up to 20,000 songs. With it you can centrally store your songs on the Internet and stream them from the Web to any computer or Android (2.2+) mobile device -- this includes smartphones, tablets, etc. As well as music files, Google Music Beta also supports your iTunes library content (including playlists) so you aren't tied down to just using Apple's [iCloud](#) service.

Google Music Beta also has an offline feature that you can use to sync music to your computer or mobile device in order to listen while not connected to the Internet.

[More Info](#)

#### 3. [Maestro.fm](#)



Image © Maestro Music Inc.

Maestro.fm is a social music network that not only makes it possible to search for new music, connect with friends, and share playlists, but also gives you access to your own digital music via remote storage. Rather than uploading songs in one go, Maestro.fm's system stores your music online as you listen to it. Read the full [Maestro.fm review](#) for more information.

[More Info](#) [Read Review](#)

#### 4. [Mougg](#)



Image © Mougg

Mougg is a streaming audio service that you can use to store your digital music in the cloud and listen to it almost anywhere -- the free account comes with 1Gb of storage space. As well as being able to stream to any Internet-connected computer, you can also use your mobile device with Mougg. So far the company has developed free apps for the iPhone (also compatible with iPad, iPod Touch), and Android based smartphones to extend its service for mobile users. Want to know more? Read our [review of Mougg](#) to discover its features and how this streaming music service performs.

[More Info](#) [Read Review](#)

#### 5. [MP3tunes](#)



You can create your own music locker using MP3tunes and store your digital music online. You can create playlists, stream your music from the Internet. You can either sign up for a free account that gives you 2Gb of



Image © MP3tunes, Inc.

storage, or go for 'paid for' storage that enables you to store 50-200Gb of music depending on your subscription level. You can also store videos in your MP3tunes locker using various freeware programs such as the [Download Helper](#) Firefox plugin that grabs media from YouTube etc.

[More Info](#)

#### 6. [MusicPlayer.fm](#)



Image © MusicPlayer FM

MusicPlayer.fm gives you online storage to stream your music collection wherever you may be. You can also use the service to easily search for a track to play and organize your collection using playlists. There's also the option to create your very own digital radio station based on your favorite genre.

[More Info](#)

#### 7. [Deezer](#)

Deezer is a free and legal music service that also offers an unlimited amount of storage space for your MP3 music collection; the only limit is that you can't upload MP3 files that exceed 10Mb. Deezer is an on-demand streaming audio service - meaning that you can listen to your music practically anywhere in the world. Other benefits include creating and sharing playlists with the Deezer community and making Deezer radio stations that other members can tune in to.

[More Info](#)

**Related Searches** [Maestro Music](#) [Free Digital Music](#) [Uploading Songs](#) [Music Storage](#) [Social Music](#) [Image Copy](#)



## AndGeeks

- [RSS](#)
- [Twitter](#)
- [StumbleUpon](#)
- [Facebook](#)
- [Youtube](#)
- [delicious](#)
- [Home](#)
- [Android Phones](#)
- [Store](#)
- [Accessories](#)
- [Games](#)
- [Themes](#)
- [On Sale](#)
- [Free Android Apps](#)
- [New to Android?](#)



## mSpot brings cloud storage and streaming music service to Android

Posted by Joe on May 26, 2011 | [no comment](#) | Filed under : [Streaming Media](#)

[Google](#) has been a little busy sending out invitations for its [cloud storage](#) service, but that hasn't stopped others from rolling out the same. If you're still waiting for that invite, you might want to check out a new service from mSpot. Actually, there are two new services that work hand in hand. The first is that cloud [storage](#) service. The second is streaming radio. You might like your Pandora or Slacker — even the new [Slacker Premium](#) — but mSpot's streaming service adds a personal twist that the others don't quite have.

19

[Tweet](#)

### **Towerstream Business T1**

Full T1 Service w/ No Loop Charges & Taxes.  
\$199/m, Request Info Nowo  
[www.Towerstream.com](http://www.Towerstream.com)

### **Pandora Music in Office**

Simple, affordable business music. Pandora for offices by DMX.  
[www.dmx.com/pandora](http://www.dmx.com/pandora)

### **Free Online Radio**

Listen to Free Streaming Internet Radio Now with the Radio Toolbar  
[www.RadioRage.com](http://www.RadioRage.com)

### **2TB Cloud Storage: \$16**

Appears on your computer like any disk drive. Access files anywhere.  
[www.livedrive.com](http://www.livedrive.com)

AdChoices

[The cloud](#) storage works as you might expect. You can head over to [mspot.com](http://mspot.com) and sign up for a free [account](#). From there you can upload your [music](#), up to 5GB for free. After you download the [Android](#) app, you can access those songs from the cloud. This is clearly a feature that we'll see more of in the coming months and years. Everyone seems to be releasing a cloud storage service, since it means streaming without using on-device memory. mSpot is also offering a premium plan, which allows you to upload 40GB and access those songs from up to five mobile devices (from the free plan you get just one device). That costs \$3.99 per month, which is pretty reasonable given the cost of other music services.

What really interests me about mSpot is its new Radio Spotter, which is a streaming radio



service. That might not sound much different from what we see from so many

other apps. But this has an interesting twist, since it determines your tastes based on the music you upload. This is easier for the user than defining the bands and genres you enjoy. With mSpot you can skip all that and move right onto the listening part. As long as it doesn't play too many songs from your actual locker — that would pretty much defeat the purpose — it figures to provide a personalized radio station on the level of Pandora and Slacker.

In addition, mSpot has its own collection of genre-based streaming radio stations. With these you can flag a song, so that you can purchase it later. This works right with the Amazon MP3 store, which you very well might have on your Android device already. It also provides lyrics for songs, which is another popular feature.

Basically, mSpot takes features from other popular music services and combines them into one. It certainly has its shortcomings, but as a free offering I haven't seen much better. Once you sign up for your free account at [mspot.com](http://mspot.com), head to the [Market to download the mSpot app](#). From there you should be off and running.



[0 Subscribe to Rss](#)

## Related Posts

- [4shared Music app lets you stream cloud-based music](#)
- [Google announces Music Beta, by invite only](#)
- [Amazon introduces cloud music storage and streaming](#)
- [Google's music efforts facing problems?](#)
- [Spotify coming to the US](#)

## Android Accessories



### Smartphone Experts Wall Adapter for S&C Cables

Use with a Sync & Charge Cable to rapidly charge your smartphone from a wall outlet.

Price: \$9.95



# Online Storage Services Review

Like 197

18

## Why Use an Online Storage Service?

At any given time, the precious and irreplaceable files stored on your personal hard drive are susceptible to damage through a vast array of threats, from accidental erasures to natural disasters. **Online storage services** provide an easy and convenient way to safeguard your documents, photos and music files from such threats. Your files are backed up and the copies are stored online, where they are safe, secure and accessible from any internet connection. If your original files are ever damaged or lost, you can easily restore your files. Many online storage services also allow you to share your files with others, typically through a link to a folder with the files you want to share.

There are many excellent players in the industry, including [SugarSync](#), [Egnyte](#) and [OpenDrive](#). Our comprehensive reviews, side-by-side comparison and [articles on online storage services](#) are designed to provide information to help you make an informed decision on which service is right for you. At TopTenREVIEWS We Do the Research So You Don't Have To.

### [2011's Best Web Hosts](#)

Web Hosting Prices, Reviews & Ranks Which Web Host Fits You Most?

[www.Consumer-Rankings.com/Hosting](http://www.Consumer-Rankings.com/Hosting)

Ads by Google

## Online Storage Services: What to Look For

Online storage services all provide the same basic functionality of internet [data](#) storage, but they can differ greatly when it comes to features and storage space allotments. Before choosing a service, it is crucial to evaluate your storage needs and the quality of the service. The following are the criteria we used to assess the top online storage services in our lineup.

### Features

Online storage services should provide practical features that make uploading, accessing and sharing your files easy. We looked for the ability to share files, schedule backups and create sub-accounts for additional users. An online storage service should also provide remote and mobile access to your account, so you can access your files from any internet connection no matter where you are.

### Security

Security should be a top priority when it comes to choosing an online storage service. Online storage services should employ robust security measures to safeguard your files during transmission and when stored on their servers. These should include, but aren't limited to, SSL encryption when files are transferred, password-protected accounts and multi-level security.

### Storage Space

The best online storage services offer ample storage space for a reasonable price. In our lineup, we included services that provided several gigabytes of storage for a low monthly price.

### Ease of Use

We looked for online storage services that are powerful yet simple enough for the average consumer to understand and use. A clean, intuitive account interface should foster easy navigation, and uploading files and [software](#) installation, if required, should be straightforward. A good online storage service will allow you to begin uploading files to your account within a few minutes.

### Help & Support

Even the most user-friendly online storage services should be supplemented with useful help and support options. Troubleshooting and technical resources should be available, including tutorials, FAQs, user manuals and community forums. Direct customer support should also be offered by the manufacturer via telephone, email or online chat.

**Online storage services** provide secure and easily accessible cloud storage that allows you to view and share your files from anywhere, anytime. You can free up space on your hard drive while ensuring you'll never lose your personal files.

FOLLOW US ON



# Exhibit B

# Rdio API Terms of Use

## **Rdio® API Terms of Use**

Last updated: August 17, 2011

Rdio, Inc. (referred to here as “Rdio”) makes available its application programming interface (“Rdio API”) subject to this Terms of Use agreement (the “API Terms”). Rdio may update, amend or modify these API Terms from time to time. By accessing and continuing to use the Rdio API, You (“You” or “Your” where applicable) signify Your binding acceptance of these API Terms (as updated on the Rdio developer website (the “Rdio Developer Site”) from time to time), and You represent that You are of legal age to form a binding contract. If You disagree with any of these API Terms, Rdio does not grant You a license to use the Rdio API.

These API Terms are in addition to and supplement the Rdio Terms of Service, the Rdio Payment Terms and Rdio Privacy Policy (collectively, the “Rdio Policies”), as published on the Rdio Site. The terms and conditions of the Rdio Policies shall fully apply to these API Terms, save for the exceptions that are explicitly stated in these API Terms. Capitalized terms not otherwise defined in this API Terms have the definitions set forth in the Rdio Policies.

You should monitor the Rdio Developer Site to ensure (i) You are only using the latest stable version of the Rdio API in any applications You distribute; and (ii) You are aware of any changes in the API Terms, the Rdio Policies, or any other applicable legal documents. In the event You cannot agree to any changes in any applicable legal document, You will immediately cease any and all use of the Rdio API and, where applicable, any and all use of the Rdio Service.

## **Accounts and Account Codes**

To access and use the Rdio API, You must create an account. You may create only one (1) account and You must complete the registration process by providing current, complete and accurate information (including Your email address) when prompted. If Your contact information changes, You agree that You will promptly update Your account information to reflect those changes. You will be issued one or more unique passwords, security codes, or tokens (each a “Security Code”) for accessing the Rdio API and managing Your account. You may only access Your account with the Security Codes provided to You by Rdio. You may not sell, transfer, sublicense or otherwise disclose Your account or Security Codes to any other party. Maintaining account security is very important. You are entirely responsible for maintaining the confidentiality of Your account and Security Codes. You agree to notify Rdio immediately if You believe that Your account or Security Codes have been compromised. You are fully responsible for all activities that occur using Your account and Security Codes, regardless of whether such activities are undertaken by You or a third party.

## **Licensed Uses and Restrictions**

As an exception to the Rdio Policies, and subject to Your compliance with the API Terms and all other terms of

the Rdio Policies, Rdio grants to You a limited, non-exclusive, non-assignable, non-sublicensable, non-transferable right to use the Rdio API for the sole purpose of developing software applications that can interface and communicate with the Rdio Service for the purpose of displaying and transmitting Transmitted Content via the Rdio Service, as made available on or through such software applications (e.g., for enabling subscription based streaming and/or a-la-carte downloading of music recordings via the Rdio Service, as made available on or through such software applications).

As used herein, the term “Transmitted Content” means metadata arising from the Rdio Service regarding user recommendations, user profiles, user playlists, user reviews, history, play and queue information, artist information, album cover art, song titles, album titles and other information provided by Rdio from time to time, as well as streamed clips and full song versions of music recordings. Certain Transmitted Content is provided by third party licensors of Rdio, including, without limitation, Universal Music Group, Sony Music Entertainment, Warner Music, Inc., EMI Group Limited, IODA, Orchard Enterprises, NY, Inc., Isolation Network, Inc., and IRIS (collectively, the Transmitted Content Providers”).

Through Your use of the Rdio API, You agree that You will not, directly or indirectly, violate any applicable laws, the rights of others, or the operational and security mechanisms of the Rdio Service. Examples of such prohibited behavior include, but are not limited to, directly or indirectly:

- Using the Rdio API for any application that promotes, conducts, or contributes to fraudulent, obscene, pornographic and/or illegal activities, including deceptive impersonation or activities involving the exploitation of children.
- Using the Rdio API to display or imply any kind of product or political endorsement, whether by Rdio or any Transmitted Content Provider (or any music or other artist).
- Using the Rdio API for any application to violate anyone's privacy rights (e.g. distributing unwanted commercial solicitations, such as, but not limited, to spyware and adware), to infringe on intellectual property rights (including copyrights and trademark rights), to sponsor or operate any contest, sweepstakes or other promotion, to harass or defame others, or to promote hatred towards any group of people.
- Using the Rdio API in a manner that disrupts, circumvents, or interferes with any part of the Rdio Service; or forges or modifies any data processed or distributed by the Rdio Service, such as, but not limited to spyware, adware or stealware.
- Using the Rdio API or the Transmitted Content to populate any website, application or service, or make the Transmitted Content available for download (as opposed to streaming) to end users.
- Using the Rdio API to use, distribute or transmit the Transmitted Content in any manner not authorized under the Rdio Policies or these API Terms.
- Using the Transmitted Content in any manner other than in conjunction with the Rdio Service or Rdio Site.
- Using the Rdio API for any application that causes increased demand on the servers operating the Rdio Service (i.e., more than a single person could produce by normal use of the Rdio Service without Your application or Your use of the Rdio API).
- Using the Rdio API in any manner that advocates, encourages, condones, promotes or facilitates the infringement of any third party intellectual property rights, including, without limitation, trademark rights, copyright rights, patent rights and/or trade secrets.
- Altering, modifying, deleting, or otherwise interfering with or in any manner compromising any content,

programming, services and/or features contained on or through the Rdio Service, including, without limitation, the Rdio Service's content delivery and display functionality, in each case, except as expressly permitted by the Rdio Service.

- Using the Rdio API for any application that adversely impacts the behavior of other applications using the Rdio API.
- Using the Rdio API for any application that constitutes, promotes or is used in connection with or installs spyware, adware, or other malicious programs or code.
- Using the Rdio API for any application that constitutes, promotes or is used in connection with or installs any type of bot, virus, worm, Trojan-horse routing, trap door, time bomb or any other codes or instructions that are designed to monitor, distort, delete, damage or disassemble the Rdio Service (or its ability to communicate and function with other computers running the Rdio Service), or any user's computer.
- Using the Rdio API to develop an application to automate or assist with user synchronization with external media (such as slide shows, video or games).
- Selling, leasing, or sublicensing the Rdio API or access thereto.
- Attempting to redistribute information about a user of the Rdio Service without express permission of the user.
- Sending messages to or communicating with (or attempting to do the foregoing) other users of the Rdio Service unless specifically directed to do so by the user.
- Attempting to modify the Rdio Service user interface in any way not otherwise permitted by Rdio.
- Attempting to modify other software, the operating systems or configuration settings of the user or others directly or through manipulating the Rdio Service without the express and informed permission of the user.
- Attempting to modify other software, the operating systems or configuration settings of other services directly or through manipulating the Rdio Service without a party's express and informed permission.
- Monetizing any application using the Rdio API (e.g., selling of advertisements, sponsorships, etc.).

Further, You agree that:

- Your application will at all times display and promote the ability to subscribe to the Rdio Service, including, without limitation, making available and displaying promotions of Rdio's subscription tiers, and without limiting the generality of the foregoing, will at all times make available ecommerce opportunities (including Rdio subscription tier offers and Rdio a-la-carte download offers) for free trial users and registered users listening to 30 second clips of music recordings.
- You will comply with the requirements and specifications related to application design and the use and presentation of the User Interface stated in "Attribution" below.
- You will not distribute any application online through one or more website(s) that is/are in any way similar to the Rdio Site or use the Rdio trademarks, or words confusingly similar or describing Rdio's products or services, as the registered URL for Your website(s), save as expressly approved in writing by Rdio.
- You will not knowingly harm, misuse or bring into disrepute the Rdio Service, the Rdio API or Rdio's and/or Transmitted Content Providers' brands, logos or names, but, on the contrary, will maintain the value and reputation thereof to the best of Your abilities.
- You will not use the Rdio API in any application that is actually or potentially fraudulent or inappropriate or contrary to the Rdio Policies or these API Terms.
- You will not collect, use, store or disclose any user's personal information or data in any manner that

violates applicable laws, rules or regulations, and You will not collect any user's personal information or data in any misleading, unauthorized or unfair way.

- You will adopt and publish a privacy policy that is easily accessible to users, that complies with all applicable laws, rules and regulations, and that clearly and concisely discloses how You collect, use, store, and disclose data collected from users. You will only collect the personal information or other data or information of a user which is necessary for the function of Your application and only as expressly described in Your privacy policy.
- You will never collect the Rdio password used by users to log-in to their Rdio account (the "Rdio Password"). If users need a separate password to use Your application, You will either (i) automatically generate a unique password and communicate it to the user, or (ii) actively encourage users to use a password different from the Rdio Password.

### **Limitations on Usage**

Rdio may limit the number of network calls that Your applications may make with the Rdio API, and/or the maximum file size, and/or the maximum Transmitted Content that may be accessed, or anything else about the Rdio API and the Transmitted Content in Rdio's sole discretion. Rdio may change such usage limits at any time and without notice. Without limiting any of its rights under the Rdio Policies, these API Terms or otherwise, Rdio may use technical means to prevent overusage and/or stop usage of the Rdio API if an application exceeds usage limitations.

### **Monitoring Your Use of the Rdio API**

You agree to provide Rdio and the Transmitted Content Providers with access to Your Application and/or other materials related to Your use of the Rdio API as requested by Rdio or the Transmitted Content Providers to verify Your compliance with these API Terms. You agree that Rdio and the Transmitted Content Providers may monitor the applications You develop (including, but not limiting to, crawling such applications) and You agree not to block or interfere with such efforts by Rdio or the Transmitted Content Providers.

### **Your Use of Transmitted Content**

You may only stream Transmitted Content from Your application using the Rdio API as allowed pursuant to these API Terms. You must clearly and conspicuously identify the source of all Transmitted Content as received from Rdio. You may not modify, obscure or otherwise disable the functioning of links to Rdio or Transmitted Content Providers' applications or websites provided within Transmitted Content. You shall not omit, modify or obscure any aspect of the Transmitted Content. Any use by You that either Rdio or any Transmitted Content Provider determines is unacceptable for any reason shall be deemed a violation of these API Terms and Rdio may, at its discretion, immediately terminate the licenses granted herein or discontinue Your access to the Rdio API.

### **Termination**

Your license to the Rdio API under these API Terms continues until it is terminated by either party. You may terminate the license by discontinuing use of the Rdio API. Rdio may terminate the license at any time for any reason. Rdio may also disable or remove from the Rdio Service or otherwise any application developed by You

under the Rdio API at any time for any reason. Without limiting the foregoing, Your rights to use the Rdio API terminate automatically if (i) You violate the letter or spirit of any of these API Terms or the Rdio Policies, (ii) Rdio publicly posts a written notice of termination on its website, (iii) Rdio sends a written notice of termination to You, or (iv) Rdio disables Your access to the Rdio API or disables or removes from the Rdio Service any application developed by You under the Rdio API.

### **User Ratings and Comments**

Rdio may provide a user rating system or evaluation method for registered users to post positive or negative comments and ratings about the applications developed by You using the Rdio API. This system will allow users to view any comments about a particular application or application developer which have been posted by other users who have downloaded and installed their applications. Users may choose to make decisions on whether to download and install applications developed by You based on other users' ratings and comments. Please note that Rdio does not intend to censor nor check for accuracy the opinions or comments of its registered users as posted on other users' rating histories, nor is Rdio legally responsible for the nature of the opinions or comments posted (whether they are libelous, defamatory or otherwise). You will not hold Rdio responsible for any user's actions or inactions, including things they post.

### **Caching**

No data obtained through the Rdio API may be persistently stored by You in a local database except as set forth in the next sentence. You shall delete from Your application and data retention systems all Transmitted Content and other data associated with an end user or their session utilizing Your Rdio API-enabled application within twenty-four (24) hours of the expiration of such session. Under no circumstances will You cache any audio content.

### **Attribution**

You may only use the following references to Rdio, the Rdio API and the Rdio Service in connection with Your application:

- “works with Rdio®”
- “uses Rdio®”
- “for Rdio®”
- “powered by Rdio®”

You should not design or name Your application, or any website that hosts Your application, in a manner that suggests that Rdio has endorsed, certified or otherwise approved the application or website. Specifically, You acknowledge that Your application must prominently display the following statement in the help text or about text:

- “This product uses the Rdio API but is not endorsed, certified or otherwise approved in any way by Rdio®.”

You further acknowledge and agree that you will not use the word “Rdio”, or any confusingly similar word designed to sound or look like “Rdio”, in any domain name associated with You, Your website, or Your application.

Rdio® and the Rdio logo are registered trademarks of Rdio, Inc. and all other proprietary trademarks, service marks, trade names, slogans, logos, and other indicia of origin that appear on or in connection with the Rdio Service are the property of Rdio, Inc. Except as provided above, You may not use any Rdio logos, trademarks, service marks, or other proprietary information without the prior express written consent of Rdio. Additionally, except to the extent appearing in any Transmitted Content, You may not use any Transmitted Content Provider logos, trademarks, service marks, or other proprietary information without the prior express written consent of such Transmitted Content Provider. Unauthorized references or use of such items shall be considered a material breach of the API Terms as well as the Rdio Policies and any other agreement You may have entered into with Rdio and shall result in immediate termination thereof. Such termination shall be without limitation to Rdio’s right to claim damages, seek injunctive or other equitable relief and obtain other remedies from You.

### **Ownership and Relationship of Parties**

The Rdio API is protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. Rdio's rights apply to the Rdio API and all output and executables of the Rdio API, excluding any software components developed by You which do not themselves incorporate the Rdio API or any output or executables of the Rdio API. You agree to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices or restrictions contained in these API Terms. Rdio owns all rights, title, and interest in and to the Rdio API. These terms grant You no right, title, or interest in any intellectual property owned or licensed by Rdio, including (but not limited to) the Rdio API and Rdio trademarks, and any Transmitted Content.

You acknowledge and agree that Rdio and other Rdio API users may independently develop other applications through their use of the Rdio API or otherwise which are identical or similar to Your application in function, code or other characteristics. You agree that You will have no ownership or intellectual property rights in such applications. You further acknowledge and agree that any application developed by Rdio and using the Rdio API which may be identical or similar to Your application in function, code or other characteristics will not be deemed to violate in any manner any of Your rights in Your application, and that any such characteristics are coincidental in nature. In this regard, You expressly agree not to bring claims against Rdio for copyright infringement or otherwise based on the sole fact that an application developed by Rdio and using the Rdio API is identical or similar to Your application utilizing the Rdio API in function, code or other characteristics. By submitting or otherwise making available an application that uses the Rdio API, You acknowledge and agree that Your application and/or its functionality is not exclusive to Rdio, the Rdio Service and/or to third parties, and may be replicated, imitated or otherwise duplicative with other applications or functionality developed by Rdio or third parties.

### **License to Rdio**

You hereby grant Rdio a limited, non-exclusive license to perform, display and make available any application



developed by You using the Rdio API on the Rdio Site and through the Rdio Service.

### **Indemnity**

You agree to indemnify, hold harmless and defend Rdio and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents, business partners, Transmitted Content Providers and network service providers (collectively, the “Related Parties”) at Your expense, against any and all damages, claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by Rdio or any of the Related Parties arising out of or relating to Your (a) violation or breach of any term of these API Terms, the Rdio Policies, or any applicable law, regulation, policy or guideline, whether or not referenced herein, (b) use or misuse of the Rdio API, or (c) violation of any rights of any third party.

### **Disclaimer of Warranties**

THE RDIO API IS PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY RDIO, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE RDIO API, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. RDIO FURTHER DOES NOT REPRESENT OR WARRANT THAT THE RDIO API WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, ERROR-FREE, OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES RDIO WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, OR ANY QUALITY OF TRANSMISSIONS OF DATA MADE THROUGH THE RDIO API.

YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE RDIO API REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY LAW.

As some jurisdictions do not allow some of the exclusions set forth in this section, some of these exclusions may not apply to You.

### **Limitation of Liability**

IN NO EVENT SHALL RDIO OR ANY RELATED PARTIES BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OR OTHER THEORY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE RDIO API, INCLUDING ANY DAMAGES RESULTING THEREFROM, EVEN IF RDIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR ONLY RIGHT WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE RDIO API IS TO UNINSTALL AND CEASE USE OF THE RDIO API AND RDIO SOFTWARE.

As some jurisdictions do not allow some of the exclusions set forth in this section, some of these exclusions may not apply to You.

## **General Provisions**

*Reservation of Rights; Modification.* Rdio reserves all rights not expressly granted in these API Terms. Rdio may modify these API Terms at any time by providing such revised API Terms to You or posting the revised API Terms on the Rdio Developer Site. Your continued use of the Rdio API shall constitute Your acceptance to be bound by the terms and conditions of such revised terms.

*Third Party Beneficiaries.* In addition to these API Terms, Your use of the Rdio API and Transmitted Content is subject to the separate API use requirements, if any, of each of the Transmitted Content Providers. You hereby acknowledge and agree that the Transmitted Content Providers are third party beneficiaries with respect to this API Terms with full power and authority to enforce the provisions of this API Terms as if a direct party hereto, including, without limitation, the ability to terminate the licenses granted to You under this API Terms at any time for any reason. The Disclaimer of Warranties and Limitation of Liability of this API Terms shall apply to the Transmitted Content Providers as if the Transmitted Content Providers directly made such disclaimers and limitations of liability therein.

*No Partnership.* You agree that no joint venture, partnership, employment, or agency relationship exists between You and Rdio as a result of this API Terms or Your use of the Rdio Service.

*Assignment.* Rdio may assign this API Terms, in whole or in part, to any person or entity at any time with or without Your consent. You may not assign the API Terms without Rdio's prior written consent, and any unauthorized assignment by You shall be null and void.

*Attorneys' Fees.* In the event any litigation is brought by either party in connection with this API Terms, the prevailing party in such litigation shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

*No Waiver.* Our failure to enforce any provision of this API Terms shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of this API Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

*Notices.* All notices given by You or required under this API Terms shall be in writing and addressed to: Rdio, Inc., 62 First Street, Suite 500, San Francisco, CA 94105, ATTN: CEO.

*Equitable Remedies.* You hereby agree that Rdio would be irreparably damaged if the terms of this API Terms were not specifically enforced, and therefore You agree that Rdio shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this API Terms, in addition to such other remedies as we may otherwise have available to us under applicable laws.

*Entire Agreement.* This API Terms and the Rdio Policies constitutes the entire agreement between You and Rdio

with respect to the Rdio API and supersedes all prior or contemporaneous communications, whether electronic, oral or written, between You and Rdio with respect to the.

*Severability.* Should any term or provision of these API Terms be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of these API Terms shall remain in full force and effect.

### **Release and Waiver**

To the maximum extent permitted by applicable law, effective upon Your consent hereto, and reaffirmed upon every occasion You use the Rdio API or distribute software that uses the Rdio API, You release, and waive all claims against Rdio, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to Your use of the Rdio API. You understand that any fact relating to any matter covered by this release may be later found to be untrue even though it is now believed to be true, and You accept and assume the risk of such possible differences in fact. In addition, You expressly waive and relinquish any and all rights and benefits which You may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

### **Dispute Resolution**

a. **Negotiations.** Before initiating any arbitration or court proceeding, You and Rdio agree to first attempt to negotiate any dispute, controversy or claim related to these API Terms ("Claim") (except those Claims expressly provided in clause f below) informally for at least thirty (30) days. Negotiations will begin upon written notice. Rdio will send its notice to Your billing or other physical address (if on file with Rdio) and email You a copy to the email address You have provided. You will send Your notice to Rdio, Inc., 62 First Street, Suite 500, San Francisco, CA 94105, ATTN: CEO.

b. **Binding Arbitration.** If the parties fail to resolve a Claim through negotiations, within such thirty (30)-day period, either You or Rdio may elect to have the Claim (except as otherwise provided in clause f) finally and exclusively resolved by binding arbitration by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the "JAMS Rules") and under the terms set forth in this API Terms. In the event of a conflict between the terms set forth in this clause b and the JAMS Rules, the terms in this clause b will control and prevail.

Except as otherwise set forth in clause f, You may seek any remedies available to You under federal, state or local laws in an arbitration action. As part of the arbitration, both You and we will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator's decision regarding the Claim, the award given and the arbitrator's findings and conclusions on which the arbitrator's decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided

in these API Terms, (i) You and Rdio may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (ii) the arbitrator's decision is final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

BY AGREEING TO THIS ARBITRATION PROVISION, YOU UNDERSTAND THAT YOU AND RDIO ARE WAIVING THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

c. **Arbitration Fees.** If You initiate arbitration for a Claim, You will only need to pay an arbitration initiation fee of \$250 and we will pay all other costs charged by JAMS for initiating the arbitration. If we are initiating arbitration for a Claim, we will pay all costs charged by JAMS for initiating the arbitration. All other fees and costs of the arbitration will be charged pursuant to the JAMS Rules. Notwithstanding anything in the clause titled "Attorneys' Fees" above to the contrary, You will not be required to pay our attorneys' fees or other costs if You do not prevail in the arbitration.

d. **Location.** The arbitration will take place in Your hometown area if You so notify Rdio in Your notice of arbitration or within ten (10) days following receipt of Rdio's arbitration notice. In the absence of a notice to conduct the arbitration in Your hometown area, the arbitration will be conducted in San Francisco, California, unless the parties agree to video, phone and/or Internet connection appearances. Any Claim not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, shall be decided exclusively by a court of competent jurisdiction in San Francisco, California, United States of America, and You and Rdio agree to submit to the personal jurisdiction of that court.

e. **Limitations.** You and Rdio agree that any arbitration shall be limited to the Claim between Rdio and You individually. YOU AND RDIO AGREE THAT (A) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (B) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (C) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER.

f. **Exceptions to Negotiations and Arbitration.** You and Rdio agree that the following Claims are not subject to the above provisions concerning negotiations and binding arbitration: (i) any Claims seeking to enforce or protect, or concerning the validity of, any of Your or Rdio's intellectual property rights; (ii) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (iii) any claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such courts' jurisdiction in lieu of arbitration. As some jurisdictions do not allow for some of the dispute resolution provisions set forth in these API Terms, some of these provisions may not apply to You.

g. **Governing Law.** Except as otherwise provided in API Terms, these API Terms shall be governed by, and will be construed under, the laws of the United States of America and the laws of the State of California, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

h. Severability. You and Rdio agree that if any portion this “Dispute Resolution” section is found illegal or unenforceable (except any portion of clause f), that portion shall be severed and the remainder of this section shall be given full force and effect. If clause f is found to be illegal or unenforceable then neither You nor Rdio will elect to arbitrate any Claim falling within that portion of clause f found to be illegal or unenforceable and such Claim shall be exclusively decided by a court of competent jurisdiction within San Francisco, State of California, United States of America, and You and Rdio agree to submit to the personal jurisdiction of that court.

**Express Agreement**

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THESE API TERMS AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY ACCESSING AND CONTINUING TO USE THE RDIO API, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO RDIO THE RIGHTS SET FORTH HEREIN.

## Affiliate Program

You can earn **recurring revenue** each month, for as long as a subscriber recruited by you remains an Rdio subscriber. You can also earn revenue each time someone purchases and downloads an MP3.

- Earn **3% of the subscription fee** (currently that fee is \$9.99) per month for each Rdio Unlimited subscriber you referred
- Earn **2% of the subscription fee** (currently that fee is \$4.99) per month for each Rdio Web subscriber you referred
- Earn **7% of the purchase price** for each MP3 purchased by someone you referred
- 30-day cookie window

If you're creating an app using the [Rdio API](http://developer.rdio.com/) (<http://developer.rdio.com/>), use this offer to send your users to Rdio and earn a commission from all your hard work. For more details on the program, [sign up for a LinkShare account](https://cli.linksynergy.com/cli/publisher/registration/registration.php?mid=36727) (<https://cli.linksynergy.com/cli/publisher/registration/registration.php?mid=36727>) and look at our [advertiser page](http://cli.linksynergy.com/cli/publisher/programs/advertiser_detail.php?oid=221756&mid=36727) ([http://cli.linksynergy.com/cli/publisher/programs/advertiser\\_detail.php?oid=221756&mid=36727](http://cli.linksynergy.com/cli/publisher/programs/advertiser_detail.php?oid=221756&mid=36727)) on their site.

Once you've signed up you can create links using the LinkShare [deep linking tool](http://cli.linksynergy.com/cli/publisher/links/deeplinks.php) (<http://cli.linksynergy.com/cli/publisher/links/deeplinks.php>). The links are a pretty straight-forward format, so you can write code to craft your own affiliate links or use the [LinkGenerator web service](http://cli.linksynergy.com/cli/publisher/links/webServices.php?serviceID=43) (<http://cli.linksynergy.com/cli/publisher/links/webServices.php?serviceID=43>) to generate links programatically. Alternatively there are [banners and badges](http://cli.linksynergy.com/cli/publisher/links/link_list.php?mid=36727&oid=221756&nid=1&type=banner) ([http://cli.linksynergy.com/cli/publisher/links/link\\_list.php?mid=36727&oid=221756&nid=1&type=banner](http://cli.linksynergy.com/cli/publisher/links/link_list.php?mid=36727&oid=221756&nid=1&type=banner)) you can use.

## Embeds

You can use Rdio's embeddable players with affiliate links too:

1) First, log into [Linkshare's deep linking tool](http://cli.linksynergy.com/cli/publisher/links/deeplinks.php) (<http://cli.linksynergy.com/cli/publisher/links/deeplinks.php>), to fetch a URL with their parameters. Select "Rdio" from the Advertiser list, paste in the Rdio URL you'll be embedding, and an optional U1 Value if you need it. Their tool will return something like:

```
http://click.linksynergy.com/fs-bin/click?id=1CxKMv3HAfo&subid=&offerid=221756.1&type=10&tmpid=7950&RD_PARM1=http%253A%252F%252Fwww.rdio.com%252F%2523%252Fartist%252FThe_Anniversary%252Falbum%252FDesigning_A_Nervous_Breakdown%252F
```

2) Grab the linkshare-specific parameters (`?id=1CxKMv3HAfo&subid=&offerid=221756.1&type=10&tmpid=7950`), and manually type "linkshare\_" in front of each parameter to get something like:

```
?linkshare_id=1CxKMv3HAfo&linkshare_subid=&linkshare_offerid=221756.1&linkshare_type=10&linkshare_tmpid=7950
```

3) paste this at the end of the rd.io link in the embed code, for example:

```
<iframe width="500" height="250" src="http://rd.io/i/QF5DPkdoaw?linkshare_id=1CxKMv3HAfo&linkshare_subid=&linkshare_offerid=221756.1&linkshare_type=10&linkshare_tmpid=7950" frameborder="0">
```

4) there is no step 4.

# Exhibit C

or other censure or penalty, you and/or your representatives may disclose such Proprietary Information without liability hereunder.

No portion of the ReDigi Products 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 ReDigi Products in any manner, and you shall not exploit the ReDigi Products in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

### 3. Media Manager Software License

Subject to these Terms and in accordance with any documentation supplied by ReDigi, including any disclaimers or other notices that may be provided in connection with your use of the Software, ReDigi grants you a personal, non-sublicensable, non-exclusive license to use the Software.

ReDigi shall at all times retain all title to and ownership of the Software and all copies thereof. You will not reproduce or modify the Software or any portion thereof. In accordance with Section 2 above, you shall not rent, sell, lease or otherwise transfer the Software or any part thereof or use it for the benefit of a third party. Further, you shall not reverse assemble, reverse compile or reverse engineer the Software, or otherwise attempt to discover any Software source code or underlying Proprietary Information.

### 4. Use of Content

(a) ReDigi authorizes you to view and access a single copy of the content available on or from the Site solely for your personal use. The contents of the Site, such as text, software, scripts, graphics, images, logos, button icons, sounds, music, videos, audiovisual combinations, interactive features and other content you may view on, access through, or contribute to the ReDigi Products (collectively, "Content"), are protected under United States and foreign copyright, trademark and other laws. All Content is the property of ReDigi, its content suppliers or its users. The compilation (meaning the collection, arrangement and assembly) of all Content on the Site is the exclusive property of ReDigi and is protected by United States and foreign copyright, trademark, and other laws. Unauthorized use of the Content may violate these laws and is strictly prohibited.

(b) Except as permitted by these Terms, you agree not to sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose, in connection with products or services that are not those of the ReDigi Products, in any other manner that is likely to cause confusion among consumers, that disparages or discredits ReDigi or its licensors, that dilutes the strength of ReDigi's or any of its licensors' property, or that otherwise infringes ReDigi's or any of its licensors' intellectual property rights. You further agree to in no other way misuse Content that appears on this Site. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. Any code that ReDigi creates to generate or display any Content on the pages making up the Site is also protected by ReDigi's copyright and you may not copy or adapt such code.

### 5. Site Restrictions

(a) You may not use the ReDigi Products in order to transmit, post, distribute, sell, store or destroy material, including without limitation, Content: (i) in violation of any applicable law or regulation, (ii) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (iii) that is defamatory,

obscene, threatening, abusive or hateful.

(b) You are also prohibited from violating or attempting to violate the security of the Site, including without limitation, the following activities: (i) accessing data not intended for you or logging into a server or account which you are not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (iii) attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "spamming", "mailbombing", "crashing" or engaging in a denial of service attack. Violations of system or network security may result in civil and/or criminal liability. ReDigi will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

(c) You further agree to: (i) keep your password secure and confidential, (ii) not permit others to use your account, (iii) refrain from using other users' accounts, (iv) refrain from selling, trading, or otherwise



transferring your account to another party and (v) refrain from charging anyone for access to any portion of the Site, or any information therein. Further, you are responsible for anything that happens through your account until you close down your account or prove that your account security was compromised due to no fault of your own.

(d) If you believe that any user or any content posted by any user of the Site violates these Terms, please contact ReDigi at [Support@ReDigi.com](mailto:Support@ReDigi.com). If notified of User Content (as defined in below) or other materials which allegedly do not conform to these Terms, ReDigi may in its sole discretion investigate the allegation and determine whether to take any other actions whether to remove or request the removal of the User Content. ReDigi has no liability or responsibility to its users for performance or nonperformance of such activities.

feedback

### User Content and Digital Media

(a) Subject to these Terms, ReDigi provides Services that permit you and other users to (i) license digital content, which may include information, data, text, software, music, sound, photographs, graphics, video, messages or other digital materials submitted, posted or displayed on or through the Site (collectively, the "Digital Media") by ReDigi itself or by users of the Site for end-user use only and (ii) sell your rights to Digital Media deemed eligible by ReDigi in its sole discretion to other users of the Site, provided, that any such sale is contingent on there being demand for such Digital Media on the Site as determined by ReDigi in its sole discretion.

(b) You understand that all Digital Media and other information, data, text, software, scripts, music, sound, photographs, graphics, video, messages, audiovisual combinations, or other materials submitted, posted or displayed on or through the ReDigi Products, including but not limited to the Site (collectively, "User Content") by you is your sole responsibility.

You agree that any User Content submitted, posted or displayed on or through the Site by you: (i) shall be your sole responsibility; (ii) shall not infringe or violate the rights of any other party or violate any laws; (iii) shall not contribute to or encourage infringing or otherwise unlawful conduct, and (iv) shall not otherwise be obscene, objectionable, or in poor taste. You or a third party licensor, as appropriate, retain all patent, trademark and copyright rights to any User Content you submit, post or display on the Site and you or such third party licensor, as appropriate, are responsible for protecting those rights. You agree to provide accurate and complete information in connection with your submission of any User Content to the Site.

(b) By submitting, posting or displaying User Content on the Site, you grant ReDigi a worldwide, royalty-free, non-exclusive license to use such User Content as part of the ReDigi Services, without any compensation or obligation to you. ReDigi will discontinue this licensed use within a commercially reasonable period after such User Content is removed from the Site. You represent and warrant that you

have the right to grant or that the holder of any rights, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant, the license stated above. Subject to the foregoing, the owner of such User Content placed on the Site retains any and all rights that may exist in such User Content.

(c) You acknowledge that (i) download and use of the Software (including any updates thereto) is required to assist you with the verification and upload of any User Content to the Site and (ii) if such User Content includes Digital Media, the verification and upload process described above involves identifying and deleting all copies of such Digital Media on the computer or device on which the Software has been downloaded as well as all devices that are linked thereto and creating a digital finger print for such Digital Media. You acknowledge the importance of complying with these Terms and allowing the Software to work as described in these Terms and in any disclaimers or other notices that may be provided in connection with your use of the Software.

(d) ReDigi claims no ownership or control over any User Content submitted, posted or displayed on or through the Site and does not represent or guarantee the truthfulness, accuracy, or reliability of User Content or any other communications posted by users or endorse any opinions expressed by users. You acknowledge that any reliance on User Content posted by other users of the Site will be at your own risk.

(e) ReDigi has the right, but not the obligation, to screen or monitor any Digital Media (which may include User Content) available through the Site, to investigate any reported or apparent violation of these Terms, and to take any action that ReDigi in its sole discretion deems necessary or appropriate, including without limitation, (i) refusing to accept, post, display or transmit any User Content, (ii) reviewing and removing from the Site any User Content that, in its sole judgment, violates these Terms, violates applicable laws, rules or regulations, is abusive, disruptive, offensive or illegal, or violates the rights of, or harms or threatens the safety of, any of its other users, and (iii) expelling users and preventing their further access to the Site and/or use of the ReDigi Products for violating these Terms or applicable laws, rules or regulations. While ReDigi reserves the right in its sole discretion to remove User Content or other material from the Site from time to time, ReDigi does not assume any obligation to do so and