

TERMS OF USE, LICENSE AGREEMENT & STREAMING EVENT AGREEMENT

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND JUJU MEDIA, INC. (“JUJU”) THAT GOVERNS YOUR USE OF THE LA MUSICA WEBSITE, MOBILE APPLICATION AND YOUR PURCHASE, POSSESSION OR USE OF ANY TICKETS (“TICKETS”) TO LIVE STREAM CONCERT EVENTS (“EVENTS”) PROMOTED BY SBS PROMOTIONS, INC. (THE “LA MUSICA PLATFORM”).

YOU AGREE NOT TO RECORD, DIRECTLY OR INDIRECTLY, DOWNLOAD, MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT OR DISTRIBUTE THE EVENT IN WHOLE OR IN PART.

YOU UNDERSTAND THAT ANY COPYING INCLUDING RECORDING THE EVENT IS UNAUTHORIZED AND CONSTITUTES A VIOLATION OF U.S. COPYRIGHT LAW.

IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS, DO NOT USE THE LA MUSICA PLATFORM AND DO NOT PURCHASE TICKETS TO THE EVENTS.

BY USING THE LA MUSICA PLATFORM, YOU CERTIFY THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY EACH AND EVERY TERM OF THESE TERMS OF USE AND THIS END USER LICENSE AGREEMENT (COLLECTIVELY, THE “AGREEMENT”).

LA MUSICA MAY REFUSE ACCESS TO THE LA MUSICA PLATFORM FOR NONCOMPLIANCE WITH ANY PART OF THIS AGREEMENT. PLEASE READ THIS AGREEMENT VERY CAREFULLY.

1. Notice Regarding Future Changes to Terms. The La Musica Service is operated by JuJu Media, Inc. Throughout this Agreement, the terms “JuJu,” “we,” “us” and “our” refer to JuJu. JuJu offers the La Musica Service, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated herein.

By availing yourself of the La Musica Service and/or purchasing Tickets, you agree to be bound by the terms and conditions of this Agreement. JuJu reserves the right to update, change or replace any part of these terms or services (“Terms”) by posting updates and/or changes. It is your responsibility to check the La Musica website and/or La Musica mobile application periodically for changes. The “Last Updated” date above will tell you when these Terms were last revised. Your continued use of or access to the La Musica Service following the posting of any changes constitutes acceptance of those changes.

2. Notice Regarding Arbitration and Class Action Waiver. These Terms contain an arbitration agreement and class action waiver, whereby you agree that any dispute or claim relating in any way to your use of the La Musica Service, or to products or services sold, distributed, issued, or serviced by us or through us, will be resolved by binding, individual

arbitration, rather than in court, and you waive your right to participate in a class action lawsuit or class-wide arbitration. We explain this agreement and waiver, along with some limited exceptions, in Section 20 below.

Please note that while some of the events listed on the La Musica Service may appeal to children, the La Musica Service is not targeted at children under the age of 13, and they are not permitted to use the La Musica Service. We strongly encourage all parents and guardians to monitor the Internet use by their children. If you use the La Musica Service, you affirm you are at least 13 years old.

3. **Account Registration.** You may use the La Musica Service without registering for an account. You will be required to register for an account to use certain features of the La Musica Service, such as purchasing a ticket. Your account username may not include the name of another person with the intent to impersonate that person, or be offensive, vulgar or obscene. Your account username and password are personal to you. You will be responsible for the confidentiality and use of your username and password, and for all activities (including purchases) that are conducted through your account. You may not transfer or sell access to your account. We will not be liable for any harm related to disclosure of your username or password or the use by anyone else of your username or password. You may not use another user's account without that user's permission. You will immediately notify us in writing if you discover any unauthorized use of your account or other account-related security breach. We may require you to change your username and/or password if we believe your account is no longer secure or if we receive a complaint that your username violates someone else's rights. You will have no ownership in your account or your username. We may refuse registration, cancel an account or deny access to the La Musica Service for any reason.

4. **Mobile Device Application.** If you install or use our mobile application, software, and services, including any accompanying documentation (collectively, "App"), we grant you a limited right to install and use the App on a single authorized device located in the United States and its territories, or in another country where we may offer the App. You may use the App for your personal, non-commercial and entertainment purposes only. We do not grant you any rights to any related documentation, support, upgrades, maintenance, or other enhancements to the App. We will not provide you with any device, internet access, or wireless connection to use the App. We are not responsible for any interaction between you and another App user, or information you transmit through the App (including your location).

5. **Eligibility to Purchase Tickets.** We reserve the right to refuse service to anyone for any reason at any time. Only individuals aged 13 years or older are eligible to purchase Tickets. If you are 13 years old or older but have not reached the age of majority in the jurisdiction where you reside, please review this Agreement with your parent or guardian. In purchasing Tickets, you represent and warrant that you are aged 13 years or older, and that you agree to be bound by the terms and conditions of this Agreement. Any purchase of Tickets by an individual under 13 years old is unauthorized and the transactions is void.

6. **Purchase Policy.** Please review our Purchase Policy, which in addition to these Terms, will govern your purchase of any tickets or other products through the La Musica Service,

including any refunds or exchanges. We may impose conditions on your use of any coupon, promotional code or gift card. You will pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred, including any applicable taxes. You may only use credit or debit cards, gift cards or vouchers that belong to you or to people who expressly authorize you to use such payment methods.

You may not attempt to conceal your identity by using multiple Internet Protocol addresses or email addresses, or by any other means, to conduct transactions on the La Musica Service.

You will not hold us liable if you do not comply with laws related to your transactions. We may provide law enforcement with information you provide to us related to your transactions to assist in any investigation or prosecution of you.

If we are unable to verify or authenticate any information or tickets you provide during any registration, ordering, purchase, ticket posting, sale, authentication, delivery, payment or remittance process, or any other process, or if we are no longer able to verify or authorize your credit card or bank account information, your tickets may be cancelled, we may refuse to honor all pending and future ticket purchases made with those credit card or bank accounts and/or via any online accounts associated with those credit card or bank accounts. We may also prohibit you from using the La Musica Service.

You will not use ticket bot technology to search for, reserve, or purchase tickets through the La Musica Service; for the avoidance of doubt, this specifically prohibits you from using automated ticket purchasing software on the La Musica Service, and prohibits you from circumventing any security measure, access control system, or other technological control or measure on the La Musica Service that is used to enforce posted event ticket purchasing limits or to maintain the integrity of posted online ticket purchasing order rules.

7. Modification to the Service, Tickets and Ticket Prices. Ticket prices are subject to change without notice. We reserve the right at any time to modify or discontinue Ticket sales, without notice. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of any Ticket sales. JuJu may, in its sole discretion, limit or cancel quantities of Tickets purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time that that order was made.

8. Account Data. You agree to provide current, complete and accurate information when purchasing tickets, and at other points as may be required in the course of using the La Musica Platform (the “Account Data”). You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. You understand that your Account Data may be transferred, unencrypted and involve: (a) transmissions over various

networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

9. **Account Security.** You agree to maintain the confidentiality and security of your Account Data, including but not limited to any password and identification information. You are solely responsible for restricting access to your account and to your Devices. You also understand that by granting access to the La Musica Service on a Device any person accessing such Device may have access to your Account Data. You are entirely responsible for all activities that take place using your account and your Devices, and you agree to immediately notify JuJu of any unauthorized use of your account or any other breach of security.

10. **Limited License.** JuJu grants you a limited, non-exclusive, non-transferable, revocable license to use the La Musica Service in accordance with the terms and conditions of this Agreement, including certain rules of conduct established by JuJu and/or its licensors (“Rules of Conduct”) set forth both herein and in Section 11 of this Agreement.

The La Musica Service and all data, text, designs, pages, print screens, images, artwork, photographs, audio and video clips, and HTML code, source code, or software that reside or are viewable or otherwise discoverable on the La Musica Service, and all tickets obtained from the site (collectively, the “Content”) are owned by us or our licensors. We own a copyright and, in many instances, patents and other intellectual property in the La Musica Service and Content. We may change the Content and features of the La Musica Service at any time.

We grant you a limited, conditional, no-cost, non-exclusive, non-transferable, non-sub-licensable license to view the La Musica Service and its Content as permitted by these Terms for non-commercial purposes only if, as a condition precedent, you agree that you will not:

- Submit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you submit;
- Link to any portion of the La Musica Service other than the URL assigned to the home page of the La Musica Service;
- “Frame” or “mirror” any part of the La Musica Service;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the La Musica Service, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Content;
- Remove any copyright, trademark or other proprietary rights notices contained on the La Musica Service;

- Use any computer program, bot, robot, spider, offline reader, site search/retrieval application or other manual or automatic device, tool, or process to retrieve, index, data mine, or in any way reproduce or circumvent the security structure, navigational structure, or presentation of the Content or the La Musica Service, including with respect to any CAPTCHA displayed on the La Musica Service. Operators of public search engines may use spiders to copy materials from the La Musica Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. We may revoke this exception at any time and require removal of archived materials gathered in the past;
- Use any automated software or computer system to search for, reserve, buy or otherwise obtain tickets, discount codes, promotional codes, vouchers, gift cards or any other items available on the La Musica Service, including sending information from your computer to another computer where such software or system is active;
- Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- Access, reload, or refresh transactional event or ticketing pages, or make any other request to transactional servers, more than once during any three-second interval;
- Request more than 1,000 pages of the La Musica Service in any 24-hour period, whether alone or with a group of individuals;
- Make more than 800 reserve requests on the La Musica Service in any 24-hour period, whether alone or with a group of individuals;
- Reproduce, modify, display, publicly perform, distribute or create derivative works of the La Musica Service or the Content;
- Reproduce or scan tickets in a format or medium different from that provided by the La Musica Service;
- Decode, decrypt, modify, or reverse engineer any tickets or underlying algorithms or barcodes used on or in production of tickets or the La Musica Service;
- Use the La Musica Service or the Content in an attempt to, or in conjunction with, any device, program or service designed to circumvent any technological measure that effectively controls access to, or the rights in, the La Musica Service and/or Content in any way including, without limitation, by manual or automatic device or process, for any purpose;
- Use ticket bot technology to search for, reserve, or purchase tickets through the La Musica Service; for the avoidance of doubt, this specifically prohibits you from using automated ticket purchasing software on the La Musica Service, and prohibits you from circumventing any security measure, access control system, or other technological control

or measure on the La Musica Service that is used to enforce posted event ticket purchasing limits or to maintain the integrity of posted online ticket purchasing order rules.

This license is expressly conditioned on your agreement to comply with, and your actual compliance with, each of the provisions described in this Section. This license exists only so long as you strictly comply with each of the provisions described in this Section. Any use of the La Musica Service or Content by you or anyone acting on your behalf that does not strictly comply with each and every provision in this Section exceeds the scope of the license granted to you herein, constitutes unauthorized reproduction, display, or creation of unauthorized derivative versions of the La Musica Service and Content, and infringes our copyrights, trademarks, patents and other rights in the La Musica Service and Content. You will not acquire any ownership rights by using the La Musica Service or the Content.

The registered and unregistered trademarks, logos, and service marks displayed on the La Musica Service are owned by us or our licensors. You may not use our trademarks, logos, and service marks in any way without our prior written permission

11. **Rules of Conduct.** You agree that you will comply with all applicable laws, rules and regulations, and that you will not:

- Restrict or inhibit any other person from using the La Musica Service;
- Use the La Musica Service for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Impersonate any person or entity, whether actual or fictitious, including any employee or representative of our company;
- Submit (a) any content or information that is unlawful, fraudulent, libelous, defamatory, or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any non-public information about companies without authorization; or (c) any advertisements, solicitations, chain letters, pyramid schemes, surveys, contests, investment opportunities or other unsolicited commercial communication;
- Submit, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, includes the image or likeness of individuals under 18 years of age, encourages or otherwise depicts or glamorizes drug use (including alcohol and cigarettes), characterizes violence as acceptable, glamorous or desirable, or contains any personal contact information or other personal information identifying any third party;

- Submit, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability;
- Engage in spamming or flooding;
- Harvest or collect information about users of the La Musica Service;
- Order, or attempt to order, a number of tickets for an event that exceeds the stated limit for that event; and/or
- Use any password or code to participate in a presale or other offer on the La Musica Service if you did not receive the password or code from us, or if you violate the terms of the presale or offer.

12. **Enforcement and Violation of Terms.** We may investigate any violation of these Terms, including unauthorized use of the La Musica Service. We may also provide law enforcement with information that you provide to us related to your transactions to assist in any investigation or prosecution of you. We may take legal action that we feel is appropriate. You agree that monetary damages may not provide us a sufficient remedy, and that we may pursue injunctive or other relief for your violation of these Terms. If we determine that you have violated these Terms or the law, or for any other reason or for no reason, we may cancel your account, delete all your User Content, and prevent you from accessing the La Musica Service at any time without notice to you. If that happens, you may no longer use the La Musica Service or any Content. You will still be bound by your obligations under these Terms. You agree that we will not be liable to you or any third party for termination of your access to the La Musica Service or to your account or any related information, and we will not be required to make the La Musica Service or your account or any related information available to you. We may also cancel any ticket or merchandise order, and tickets or merchandise acquired through your order. We may refuse to honor pending and future purchases made from all accounts we believe may be associated with you, or cancel a ticket or ticket order associated with any person we believe to be acting with you, or cancel your ticket postings, or exercise any other remedy available to us.

13. **Access Outside of the United States.** The La Musica Service is primarily directed to people residing in the United States. We do not represent that Content available on or through the La Musica Service is appropriate or available in other locations. We may limit the availability of the La Musica Service or any service or product described on the La Musica Service, including Ticket Sales and the streaming of Events, to any person or geographic area at any time. If you choose to access the La Musica Service from outside the United States, you do so at your own risk.

14. **Links.** The La Musica Service contains links to other websites that may not be owned or operated by us. The fact that we may link to those websites does not indicate any approval or endorsement of those websites. We have no control over those websites. We are not responsible for the content of those websites, or the privacy practices of those websites. We strongly encourage you to become familiar with the terms of use and practices of any linked

website. Your use of other websites is at your own risk, and is subject to the terms of those websites. It is up to you to take precautions to ensure that whatever links you select or software you download (whether from the La Musica Service or other sites) is free of viruses, worms, Trojan horses, defects, date bombs, time bombs, and other items of a destructive nature.

15. Forums and User Content. We may host fan reviews, message boards, blog feeds, social media feeds and other forums found on the La Musica Service (collectively, “Forums”), and you may be able to submit suggestions, reviews, concepts, audio and video recordings, photographs, artwork or other materials to the Forums or other areas of the La Musica Service (“User Content”).

By submitting User Content, you certify that you are at least 18 years old, or you are at least 13 years old and have obtained your parent’s or legal guardian’s express consent to submit User Content.

You own all rights to your User Content. If you submit User Content to the La Musica Service, you grant us a worldwide, non-exclusive, transferable, sub-licenseable, royalty-free right and license to use, reproduce, modify, create derivative works of, distribute, publicly perform, display, archive and commercialize your User Content, in our sole discretion, in all formats and in all media channels now known or hereinafter discovered, without any compensation or acknowledgment to you or anyone else.

This license will not affect your ownership in your User Content, including the right to grant additional licenses to your User Content, except if it conflicts with these Terms. We are not obligated to post, display or otherwise use any User Content, or to attribute your User Content to you. You will not make or authorize any claim against us that our use of your User Content infringes any of your rights.

Statements, opinions, and reviews posted by participants in a Forum may be inaccurate, offensive, obscene, threatening, or harassing. We do not endorse and are not responsible for these postings. We will not be liable for any loss or harm caused by the posting or your reliance on information obtained through the postings.

You will be responsible for your User Content and the consequences of posting it. By submitting User Content, you represent to us that: (i) you own, or have the necessary permission to submit the User Content and to grant the licenses to us under this section, and (ii) you have the written permission of every identifiable person in the User Content to use that person’s name and likeness in the manner contemplated by the La Musica Service and these Terms or, if the person is a minor, the written permission of the minor’s parent or legal guardian.

We will have the right (but not the obligation) to monitor the La Musica Service, the Forums and the User Content, and to disclose any User Content and the circumstances surrounding its submission in order to operate the La Musica Service properly, or to protect ourselves, our sponsors and our users, or to comply with legal obligations or governmental requests.

If we are notified that your User Content does not comply with these Terms, we may investigate the allegation and may decide to remove your User Content and cancel your account. We may also hold you liable for any User Content that infringes the rights of a third party and require you to pay or reimburse us for any amounts we believe are necessary to resolve any complaint.

16. The Digital Millennium Copyright Act. Under the Digital Millennium Copyright Act of 1998 (the “DMCA”) if you believe in good faith that any content on the La Musica Service infringes your copyright, you may send us a notice requesting that the content be removed. The notice must include: (a) your (or your agent’s) physical or electronic signature; (b) identification of the copyrighted work on our La Musica Service that is claimed to have been infringed (or a representative list if multiple copyrighted works are included in one notification); (c) identification of the content that is claimed to be infringing or the subject of infringing activity, including information reasonably sufficient to allow us to locate the content on the La Musica Service; (d) your name, address, telephone number and email address (if available); (e) a statement that you have a good faith belief that use of the content in the manner complained of is not authorized by you or your agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that you or your agent is authorized to act on behalf of the copyright owner. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, you may send us a counter-notice.

You may read more information about the DMCA at <http://www.loc.gov/copyright>. Notices and counter-notices should be sent to General Counsel, Spanish Broadcasting System, Inc., 7007 N.W. 77th Avenue, Miami, Florida 33166; email: copyrightofficer@spanishbroadcastingsystem.com.

There can be penalties for false claims under the DMCA. We suggest that you consult your legal advisor before filing a notice or counter-notice. It is our policy to terminate, in appropriate circumstances, the access rights to the La Musica Service of repeat infringers.

17. Disclaimer of All Warranties. WE PROVIDE THE LA MUSICA SERVICE AND THE CONTENT TO YOU “AS IS” AND “AS AVAILABLE.” WE TRY TO KEEP THE LA MUSICA SERVICE BUG-FREE AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND TO THE EXTENT THAT APPLICABLE LAW PERMITS THE DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE. WE DO NOT GUARANTEE THAT THE LA MUSICA SERVICE WILL ALWAYS BE SAFE, SECURE, OR ERROR-FREE, OR THAT THE LA MUSICA SERVICE WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION OF THIRD PARTIES, AND YOU RELEASE US FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH

SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

18. **Indemnification.** If anyone brings a claim against us related to your use of the La Musica Service, the Content, your User Content or your violation of these Terms, you agree to indemnify, defend and hold us and our affiliated companies, event providers, suppliers, advertisers and sponsors, and each of our officers, directors, employees, and agents, harmless from and against any and all claims, damages, losses and expenses of any kind (including reasonable legal fees and costs). We reserve the right to take exclusive control and defense of any claim, and you will cooperate fully with us in asserting any available defenses.

19. **Limitation of Liability.** IN NO EVENT WILL WE OR OUR EVENT PROVIDERS, SUPPLIERS, ADVERTISERS AND SPONSORS, BE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OTHER THAN OUT OF POCKET EXPENSES, AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, ARISING OUT OF OR IN CONNECTION WITH THE LA MUSICA SERVICE, THE CONTENT, OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE LA MUSICA SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM IS BASED UPON ANY CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE THEORY. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (a) ANY FAILURE OF ANOTHER USER OF THE LA MUSICA SERVICE TO CONFORM TO THE CODES OF CONDUCT, (b) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ACCESS TO AND USE OF OUR LA MUSICA SERVICE, (c) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (d) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR LA MUSICA SERVICE, (e) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY CONTENT, OR (f) ANY LOST, STOLEN OR DAMAGED TICKETS, OR THE FAILURE OF A VENUE TO HONOR A TICKET. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE LA MUSICA SERVICE IS TO STOP USING THE LA MUSICA SERVICE. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE ALLOCATION OF RISK BETWEEN US IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN US. OUR AGGREGATE LIABILITY ARISING OUT OF THESE TERMS OR THE USE OF THE LA MUSICA SERVICE WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. IN NO EVENT WILL ATTORNEYS' FEES BE

AWARDED OR RECOVERABLE. OUR LIABILITY WILL BE LIMITED UNDER THIS PARAGRAPH TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND THE PROVISIONS OF THIS PARAGRAPH WILL NOT APPLY TO THE EXTENT APPLICABLE LAW PERMITS THE RECOVERY OF DAMAGES, ATTORNEYS' FEES OR COSTS OTHERWISE PROHIBITED UNDER THIS PARAGRAPH. THE PROVISIONS OF THIS PARAGRAPH THAT (A) PROHIBIT DAMAGES TO BE MULTIPLIED OR OTHERWISE INCREASED, (B) IMPOSE A DAMAGES LIMITATION OF THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS, AND (C) PROHIBIT THE RECOVERY OF ATTORNEYS' FEES AND COSTS, DO NOT APPLY IN CERTAIN STATES, INCLUDING WITHOUT LIMITATION NEW JERSEY, TO CLAIMS BROUGHT UNDER STATUTES PERMITTING SUCH RECOVERY.

20. Disputes, Including Mandatory Arbitration and Class Action Waiver.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THE LA MUSICA SERVICE, OR TO PRODUCTS OR SERVICES SOLD, DISTRIBUTED, ISSUED, OR SERVICED BY US OR THROUGH US, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, RATHER THAN IN COURT, with the following exceptions:

- You may assert claims in small claims court if your claims apply; and
- In the event that the arbitration agreement in these Terms is for any reason held to be unenforceable, any litigation against us (except for small-claims court actions) may be commenced only in a federal or state court located within Miami Dade County, Florida, and we both consent to the jurisdiction of those courts for such purposes.

The arbitration agreement in these Terms is governed by the Federal Arbitration Act (“FAA”), including its procedural provisions, in all respects. This means that the FAA governs, among other things, the interpretation and enforcement of this arbitration agreement and all of its provisions, including, without limitation, the class action waiver discussed below. State arbitration laws do not govern in any respect.

This arbitration agreement is intended to be broadly interpreted and will survive termination of these Terms. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow these Terms as a court would. For the avoidance of doubt, the arbitrator can award public injunctive relief.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to: General Counsel, Spanish Broadcasting System, Inc., 7007 N.W. 77th

Avenue, Miami, Florida 33166. You may download the forms located at <http://www.jamsadr.com>.

The arbitration will be conducted by JAMS under its Streamlined Arbitration Rules and Procedures or, if applicable, its Comprehensive Arbitration Rules and Procedures, and any applicable supplemental rules including its Consumer Arbitration Standards of Minimum Fairness. The JAMS Rules are available online at <http://www.jamsadr.com> or by calling (800) 352-5267. Payment of all filing, administration and arbitrator fees will be governed by JAMS' rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

YOU AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

You agree that these Terms evidence a transaction involving interstate commerce and will be governed by and construed in accordance with federal law to the fullest extent possible.

21. **Severability.** It is our belief that these Terms do not contain any provision contrary to law. However, if any part of these Terms is determined to be illegal, invalid, or unenforceable, you agree that: (a) that part shall nevertheless be enforced to the extent permissible in order to effect the intent of these Terms, and (b) the remaining parts shall be deemed valid and enforceable.

22. **Questions.** If you have any questions, comments or complaints regarding these Terms or the La Musica Service, please contact us at:

Spanish Broadcasting System, Inc.,
Attn: General Counsel
7007 N.W. 77th Avenue
Miami, Florida 33166

California users may also contact the Complaint Assistance Unit of the Division of Consumer Services, California Department of Consumer Affairs, located at 1625 North Market Blvd., Sacramento, California 95834, (800) 952-5210.

