

TERMS OF USE

EFFECTIVE APRIL 20, 2018

(PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.)

Welcome to michaelburrowsmusic.com, owned and operated by Michael Burrows Music. ("we," "us," or "MBM"), the official site of Michael Burrows and the Great Love Fan Club (the "Artist"). MBM provides this website and all site-related services (collectively, the "Site") subject to your compliance with the terms and conditions set forth in this agreement (the "Agreement"). This Agreement governs the relationship between MBM and you, the Site visitor and/or member ("you", "your"), with respect to your use of the Site. It is important that you read carefully and understand the terms and conditions of this Agreement.

MBM cannot prohibit minors from visiting this site. MBM must rely on parents, guardians and those responsible for supervising children under 13 to decide which materials are appropriate for such children to view and/or purchase. Pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the two websites GetNetWise (<http://kids.getnetwise.org/>) and OnGuard Online (<http://onguardonline.gov/>). Please note that MBM does not endorse any of the products or services listed at such websites.

By using or attempting to use the Site, you certify that (1) you are a resident of the United States, Canada or Australia and are at least 13 years of age or, if under the age of 13, you have the consent of your parent or guardian (over the age of 18) to use the Site, or (2) you are not a resident of the United States, Canada or Australia and are at least 18 years of age or, if under the age of 18, you have the consent of your parent or guardian (over the age of 18) to use the Site. If you do not meet these requirements or, if for any reason, you do not agree with all of the terms and conditions contained in this Agreement, please discontinue using the Site immediately.

By using the Site, you agree to be bound by the terms of this Agreement, all applicable laws and regulations, and any additional terms that govern certain products and services, which will be presented in conjunction with those products and services ("Additional Terms"). The Site may also provide rules of participation ("Rules") for certain activities and services including, without limitation, contests and sweepstakes, games, membership clubs and email. The Site's Additional Terms, Privacy Policy and the Rules are hereby incorporated in this Agreement by reference. To the extent that there is a conflict between this Agreement and Additional Terms for the activity in which you choose to participate, the Additional Terms shall govern. To the extent that there is a conflict between this Agreement and the specific Rules for the activity in which you choose to participate, this Agreement shall govern. This Agreement will remain in full force and effect as long as you are a user of the Site and in the event of termination of any membership, service or feature, you will still be bound by your obligations under this Agreement, the Privacy Policy, any Additional Terms or Rules, including any indemnifications, warranties and limitations of liability.

We reserve the right at any time to:

- **Change the terms and conditions of this Agreement;**
- **Change the Site, including eliminating or discontinuing any content on or feature of the Site; or**
- **Change any fees or charges for use of the Site.**

Any changes we make will be effective immediately upon notice, which we may provide by means including, without limitation, posting a revised version of this Agreement on the Site. You can determine when this Agreement was last revised by referring to the "Last Updated" legend at the top of this Agreement. Your continued use of the Site after such notice will be deemed acceptance of such changes. Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement. Upon our request, you agree to sign a non-electronic version of this Agreement.

CODE OF CONDUCT

You agree to respect the rights of others and exercise good judgment. You agree that you will not:

- **Restrict or inhibit any other visitor or member from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;**
- **Use the Site or Materials 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 or misrepresent your affiliation with a person or entity;**
- **"Stalk" or otherwise harass another person;**
- **Solicit personal information from, harm or attempt to harm minors, in any way;**
- **Transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);**
- **Use the Site for any commercial purpose, such as conducting sales of tickets, merchandise or services of any kind. Without limiting the foregoing, you may not resell or link to other sites for the purpose of selling tickets of any kind;**
- **Engage in spamming or flooding;**
- **Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;**
- **Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site;**
- **Remove any copyright, trademark or other proprietary rights notices contained in the Site;**
- **"Frame" or "mirror" any part of the Site without our prior written authorization;**
- **Use any robot, spider, offline reader, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents without our prior written consent. Notwithstanding the foregoing, MBM grants the operators of public search engines permission to use spiders to copy materials from the site 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. MBM reserves the right to revoke these exceptions either generally or in specific cases;

- **Harvest or collect information about Site visitors or members without their express consent;**
- **Take any action that imposes 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 100 pages of the Site in any twenty-four hour period, whether alone or acting in concert with a group of individuals; or**
- **Violate any applicable local, state, national or international law, rules or regulations, including, without limitation, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange.**

PRIVACY

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

OWNERSHIP AND RESTRICTIONS ON USE

The information and materials provided on or through the Site, including any data, text, designs, graphics, images, photographs, illustrations, audio and video clips, logos, icons and links (collectively, the "Materials"), are intended to educate and inform you about the events, venues and other products and services offered or described on the Site. Although MBM strives to provide Materials that are both useful and accurate, the nature of the data and other information contained on the Site is subject to frequent change. In addition, the facts and circumstances of every situation differ. Accordingly, although MBM endeavors to use reasonable care in assembling the Materials, the Materials may not be up-to-date, accurate or complete. Moreover, portions of the Materials have been

contributed to the Site by various artists and other persons. The inclusion of such information does not indicate any approval or endorsement thereof, and MBM expressly disclaims any liability with respect to the foregoing.

Subject to your compliance with the terms and conditions of this Agreement, you may only download one (1) copy of any Materials displayed on the Site, and you may use such downloaded Materials solely for your personal, non-commercial use, provided that you retain all copyright and other proprietary notices contained therein. MBM cannot guarantee that technical difficulties will not occur during the download of the Materials or that the Materials will download successfully. You may not engage in any unauthorized use, copying, or distribution of any of the Materials. For example, you may not otherwise reproduce, display, publicly perform, or distribute the Materials in any way for any public or commercial purpose. You may not alter or modify any part of the Site other than as may be reasonably necessary to use the Site for its intended purpose. Modification or use of the Materials for any purpose other than as expressly authorized in this Agreement is a violation of our copyright and other proprietary rights, and is strictly prohibited.

The Site, including all Site software, databases, proprietary information and Materials (and any intellectual property and other rights relating thereto) including, without limitation, the selection, sequence and "look and feel" and arrangement of items, is owned and operated by MBM in conjunction with others pursuant to contractual arrangements, and will remain the property of MBM and its licensors and suppliers. The Site is protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable. You further acknowledge that you do not acquire any ownership rights by using the Site or the Materials.

The trademarks, logos, and service marks displayed on the Site (collectively the "Trademarks") are the registered and unregistered trademarks of MBM, MBM's licensors and suppliers, and others. The Trademarks owned by MBM, whether registered or unregistered, may not be used in connection with any product or service that is not offered by MBM, in any manner that is likely to cause confusion with customers, or in any manner that disparages MBM. Nothing contained on the Site

should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express written permission of MBM, MBM's licensors or suppliers, or the third party owner of any such Trademark. Misuse of any Trademarks is prohibited, and MBM will aggressively enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings.

LINKS

The Site contains links to other Internet websites, including affiliated websites which may or may not be owned or operated by MBM. MBM has not reviewed all of the websites that are linked to the Site, and MBM has no control over such sites. Unless otherwise explicitly stated, MBM is not responsible for the content of such websites, any updates or changes to such sites, or the privacy or other practices of such sites, and the fact that MBM offers such links does not indicate any approval or endorsement of any material contained on any linked site. MBM is providing these links to you only as a convenience. Accordingly, we strongly encourage you to become familiar with the terms of use and practices of any linked site. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from the Site or other sites) is free of such items as viruses, worms, Trojan horses, defects, data bombs, time bombs and other items of a destructive nature.

You agree that your use of other internet websites and resources including, without limitation, your use of any content, information, data, advertising, products or other materials on or available through such websites and resources, is at your own risk and is subject to the terms and conditions of use applicable to such sites and resources.

CLAIMS OF COPYRIGHT INFRINGEMENT

We respect the intellectual property rights of others, and we ask our users to do the same. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for

copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by MBM infringe your copyright (for example, materials posted by MBM on one of our Forums), you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works); (iii) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow MBM to locate the material on the Site; (iv) the name, address, telephone number and email address (if available) of the complaining party; (v) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (vi) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Additionally, if you believe in good faith that a notice of copyright infringement has been wrongly filed by MBM against you, the DMCA permits you to send MBM a counter-notice.

Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Site should be sent to info@michaelburrowsmusic.com. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

RULES FOR SWEEPSTAKES, CONTESTS AND GAMES

In addition to the terms and conditions of this Agreement, any sweepstakes, contests, games or similar promotions (collectively, "Promotions") made available through the Site may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you will become subject to those rules, which may

vary from the terms and conditions set forth herein. MBM urges you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy which, in addition to this Agreement, governs any information you submit in connection with such activities. To the extent that the terms and conditions of such rules conflict with this Agreement, the terms and conditions of such rules shall control with respect to the particular Promotion.

MODIFICATION, SUSPENSION AND TERMINATION

We reserve the right at any time to suspend, modify or discontinue, temporarily or permanently, any portion of the Site or the Club with or without cause and with or without prior notice. You agree that we will not be liable to you or to any third party for any suspension, modification or discontinuance.

DISCLAIMERS

THE SITE, THE MATERIALS ON THE SITE, AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MBM AND ITS PARENTS, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE, THE MATERIALS, AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you. MBM AND ITS PARENTS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DO NOT

WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, THE SERVER(S) ON WHICH THE SITE IS HOSTED IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF MBM OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS OR VISITORS, WHETHER MADE ON THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY. MBM DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED SITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND MBM WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. YOUR USE OF THE SITE AND ANY MATERIALS PROVIDED THROUGH THE SITE ARE ENTIRELY AT YOUR OWN RISK.

The Site, Materials or Forums could include inaccuracies or errors, or information or materials that violate this Agreement (specifically, the Code of Conduct above). Additionally, unauthorized alterations could be made by third parties to the Site, Materials or Forums. Although we attempt to ensure the integrity of the Site, we make no guarantees as to the Site's completeness or correctness. In the event that a situation arises in which the Site's completeness or correctness is in question, please contact us at info@michaelburrowsmusic.com with, if possible, a description of the material to be checked and the location (URL) where such material can be found on the Site, as well as information sufficient to enable us to contact you. We will try to address your

concerns as soon as reasonably practicable. For copyright infringement claims, see the section on "Claims of Copyright Infringement," above.

LIMITATION OF LIABILITY

NEITHER MBM NOR ANY OF ITS PARENTS, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE OR WILL BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR MATERIALS CONTAINED ON THE SITE, ANY LINKED SITE OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT MBM SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (I) ANY FAILURE OF ANOTHER USER TO THE SITE TO CONFORM TO THE CODES OF CONDUCT, (II) 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 SITE, INCLUDING ANY CLAIM, CAUSE OF ACTION, OBLIGATION, LIABILITY, RIGHT, OR REMEDY WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF MBM, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE, (V) 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 SITE BY ANY THIRD PARTY, (VI) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY MATERIALS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A

RESULT OF THE USE OF ANY MATERIALS POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SITE, AND/OR (VI) 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 SITE OR MATERIALS OR ANY LINKED SITE IS TO STOP USING THE SITE, MATERIALS, OR LINKED SITE, AS APPLICABLE.

INDEMNIFICATION

You agree to indemnify, defend and hold the Club, MBM, Artist and Artist's management, and each of their parents, affiliates, licensors, suppliers, advertisers and sponsors, and their respective directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (i) your breach of this Agreement, including any violation of the Code of Conduct, above; (ii) any allegation that any User Content or other materials you submit to us or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (iii) your activities in connection with the Site.

FORCE MAJEURE

We will not be liable to you or any third party for failure or delay in performing our obligations hereunder if such failure or delay is due to circumstances beyond our reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, computer viruses, terrorism, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Site.

ACCESS FROM OUTSIDE THE UNITED STATES

Unless otherwise specified, the Materials on this Site are presented primarily for citizens and residents of the United States and its territories, possessions, and protectorates. We make no representation that Materials on the Site are appropriate or available for use in other locations. Those who choose to access the Site do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable. We reserve the right to limit the availability of the Site and/or the provision of any service, program, film or other product described thereon to any person, geographic area or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any such service, program, film or other product that we provide. Software from this site is further subject to United States export controls. No software from this site may be downloaded or otherwise exported or re-exported to any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any software from this site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

ARBITRATION

You agree that any dispute arising out of or relating to these Terms or your use of the Site will be submitted exclusively to confidential binding arbitration in Maryland. Arbitration under these Terms will be conducted under the prevailing rules of the American Arbitration Association. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms will be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. Notwithstanding the foregoing, to the extent you have in any manner violated or threatened to violate the intellectual property rights of MBM or Artist, these persons or entities may seek injunctive or other appropriate relief in any state or federal court in the state of Virginia.

MISCELLANEOUS

This Agreement is governed by and construed in accordance with the laws of the State of Maryland, United States of America, without regards to its principles of conflicts of law. You agree to submit to the exclusive jurisdiction of any State or Federal court located in Maryland, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in this

Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

PRIVACY POLICY (EFFECTIVE APRIL 20, 2018)

This website, located at www.timmcgraw.com (the "Site"), owned and operated by Michael Burrows Music. ("we," "us," or "MBM"), and is the official site of Michael Burrows and the Great Love Fan Club. We understand the concerns that our members and other visitors to our web site (the "Site") have about the collection, use, and disclosure of their Personally Identifiable Information (as defined below) while online. Accordingly, we have established this Privacy Policy to make you aware of the information collection and sharing practices of the Site. This Privacy Policy only applies to transactions made and data gathered on the Site and does not pertain to information collected on any other site owned by MBM, its subsidiaries or other businesses, nor does it extend to the privacy practices (or lack thereof) of third parties. MBM cannot and does not assume responsibility for the policies, practices and actions of such third parties. By visiting the Site, you are accepting the practices described in this Privacy Policy. Please review this Privacy Policy periodically. We may update it from time to time and we will notify you of any modifications in this section or in links from this section.

MBM complies with the privacy laws and regulations of the United States of America. MBM makes no representation that this Site is governed by or operated in accordance with the laws of other nations, or that the Site or any part thereof is appropriate or available for use in any particular jurisdiction. Those who choose to access the Site do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. By using this Site, visitors from outside of the United States of America acknowledge this Site is subject to the laws and regulations of the United States of America, and waive any claims that may arise under their own national laws.

MBM reserves the right to change, modify, add, or remove provisions of this Privacy Policy. Any changes to this Privacy Policy will be posted here, and we encourage you to check back from time to time to ensure continuing familiarity with the most current version of our Privacy Policy. You can determine whether the Privacy Policy has been revised since your previous visit to the Site by referring to the "Last Updated" legend at the top of this page. Please read this Privacy Policy carefully. Your use of this Site constitutes your acceptance to be bound by this Privacy Policy without limitation, qualification or change. If at any time you do not accept all the terms and conditions contained herein, you must immediately discontinue use of this Site.

USE OF THIS SITE BY CHILDREN

The Site is not directed to individuals under the age of thirteen (13), and we request that such individuals do not provide Personally Identifiable Information (as defined below) through the Site. Children under the age of 13 may only register as a member with the confirmed consent of a parent or legal guardian. If a parent or guardian becomes aware that his or her child has provided us with Personally Identifiable Information without the parent or guardian's consent by, for example, misrepresenting his or her age, that parent or guardian should contact us at info@michaelburrowsmusic.com. If MBM determines that it has collected personal information of children under the age of 13 without parental consent, MBM will immediately delete such information and any accounts believed to be held by children under 13. Please see our Terms of Use for additional information regarding the use of this Site by minors. Accordingly, we request that person's age and residence before we permit anyone to register with our site, open an account, register for our newsletter, participate in any games, contests or sweepstakes, purchase tickets or other merchandise, join a mailing list or to request any information, products or services offered by our site. We do not accept any such registration from, or provide any product or service to, any visitor who identifies himself or herself as being under the applicable age limit without confirmed parental consent. If we discover any Personally Identifiable Information from anyone who is under the applicable age limit provided without parental consent, we will promptly delete it. During the sign-up process for this site we may have collected parents' credit card information

for three reasons: 1. To verify your parental consent for your child to become a member of the site and have access to all of its features. 2. To process a membership fee. 3. As payment for the purchase of merchandise or concert/special events tickets. By providing your credit card information and email address you are giving consent for your child to use all of the features of the web site. During the registration process, we will directly collect from your child their first name, username, date of birth and password for the site. We will also collect your email address and billing information and your child's email address from you. None of this information is ever shared with 3rd parties. After registration is completed with your consent, your child will have access to all of the interactive features of the web site including chat, message boards, community section, community profile, and community inbox. You should be aware that your child will be able to disclose personal information about themselves to any other members accessing these features. You will receive an email confirming your consent for your child to become a member of the site, with the option to decline membership.

1. WHAT INFORMATION WE COLLECT

MBM gathers two basic types of information through the Site: "Personally Identifiable Information" (or "PII") and "Non-Personally Identifiable Information" (or "Non-PII"). PII is information that identifies or can identify you as an individual (such as residential address, telephone number, or billing information) and Non-PII is aggregated information, demographic information, IP addresses and any other information that does not reveal your specific identity.

a. Non-Personally Identifiable Information -When you visit and interact with the Site, MBM and third parties with whom MBM has contracted to provide services to MBM may collect Non-PII (for example, a catalog of the Site pages you visit). Non-PII is anonymous and does not identify you personally. Non-PII is generally collected through the Site from four different sources: Internet protocol addresses and web logs; cookies; pixel tags and other similar technologies; and other Non-PII that you voluntarily provide (as explained below).

i. IP Protocol Addresses and Web Logs – This Site’s web servers automatically collect the Internet Protocol (IP) addresses and log files of visitors. Your IP address is an identifying number that is automatically assigned to your computer by your Internet Service Provider (ISP). This number is identified and logged automatically in our server log files whenever you visit the Site, along with the time(s) of your visit(s) and the page(s) that you visited. This information is collected in an aggregate form only and does not contain any PII. We use your IP address, and the IP addresses of all users, for purposes such as calculating Site usage levels, helping diagnose problems with the Site’s servers, and administering the Site. Collecting IP addresses is standard practice on the Internet and is done automatically by many websites.

ii. Cookies – We and our service providers may use a standard technology called a "cookie" to collect information about how you use the Site. Cookies reside on your computer and help the Site recognize your computer’s browser as a previous visitor. In addition, on occasion our Site may also set a "session cookie" which helps us administer the Site. The session cookie expires when you close your browser and does not retain any information about you after it expires. If you do not want information collected through the use of cookies, you should be able to modify your browser preference to provide you with choices relating to cookies. For example, if you use a standard browser, you should have the choice to accept all cookies, to be notified when a cookie is set or to reject all cookies. If you choose to reject cookies, you may be unable to use certain Site services (e.g., those services that require you to log on to the Site in order to participate). For more information on modifying your browser preference, please refer to the documentation accompanying your browser.

iii. Pixel Tags – We and our service providers may also use so-called "pixel tags," "web beacons," "clear GIFs" or similar means (collectively, "Pixel Tags") in connection with some Site pages and HTML-formatted email messages to, among other things, compile aggregate statistics about Site usage and response rates. A Pixel Tag is an electronic image, often a single pixel (1×1), that is ordinarily not visible to Site visitors and may be associated with cookies on the visitors’ hard drives. Pixel Tags do not contain any PII and allow us to count users who have visited certain pages of the Site, to deliver branded services, and to help determine the effectiveness of promotional or advertising

campaigns. When used in HTML-formatted email messages, Pixel Tags can tell the sender whether and when an email has been opened.

iv. Information You Voluntarily Provide – We may also collect certain information (e.g., your geographic location, your genre preferences etc.) when you voluntarily provide such information to us. When such information is not combined with any PII, such information is considered to be Non-PII, as it does not personally identify you or any other user. Additionally, we may aggregate PII in a manner such that the end-product does not personally identify you or any other user of the Site, for example, by using PII to calculate the percentage of our users who have a particular telephone area code. Such aggregate information is considered Non-PII for purposes of this Policy.

b. Personally Identifiable Information -You may use many features of this Site without providing any PII. However, in order to take advantage of particular opportunities made available through the Site (for example, to access additional services provided by this Site such as concert updates, chat room forums and/or personalized content) we may require that you furnish PII to us such as: your name, postal address, telephone number, fax number email address, age, gender, credit card number or other payment account number and health-related information (for example, physically disabled seating requests). We collect PII from you through the Site only when you voluntarily provide it.

If you become a member of the Club, you should note that when you complete your member profile, this information can be viewed by other members. Accordingly, you should not provide any information in your member profile that you do not wish to share with third parties and you should have no privacy expectations with respect to the information contained therein. You should be aware that if you voluntarily disclose information online in a publicly accessible area, such as in your member profile, a message board or chat room, that information may be collected and used by others. We do not control the actions of our visitors. If you disclose PII in your member profile, message board, or any other publicly accessible place on the Internet, you do so at your own risk and should understand that your submitted information may be collected and used by others to send you unsolicited messages, advertisements, or for other purposes. Please remember that protection of your privacy begins with you. You are

solely responsible for maintaining the secrecy of any password you use to register, and you should always be careful and responsible whenever disclosing information online.

2. HOW INFORMATION WE COLLECT IS USED

a. Non-Personally Identifiable Information – Because Non-PII does not personally identify you, we may use such information for any purpose. For example, we may use Non-PII to measure the number of visits, average time spent on the Site and pages viewed as well as to diagnose problems with our servers and to administer the Site. We may then use this information to analyze and improve the features and functionality of this Site. We may use non-PII information about you and other Site visitors on an aggregate basis to sell and deliver advertising, promotions and content that we believe will be of interest to you. In addition, we reserve the right to share such Non-PII, which does not personally identify you, with third parties, for any purpose. For example, we may share information with advertisers or other third parties that are not part of the MBM family on an aggregate or other basis that does not disclose any of your PII.

In some instances, we may combine Non-PII with PII (such as embedding email addresses in cookies). If we do combine any Non-PII with PII, the combined information will be treated as PII as long as it is so combined. This "combined" PII is not shared with third parties, except as described in this Policy.

B. PERSONALLY IDENTIFIABLE INFORMATION

i. Site: We may use PII you give us to better tailor your website experience to your interests, and to show you content in which you may be interested and to display the content according to your preferences. We may also share your PII within the MBM business family in order to enhance your experience on other MBM websites. To the extent we do so, we make sure that your PII receives the same level of protection

throughout the MBM business family. Please note that such sharing may involve the collection use, storage, or disclosure of PII outside the United States of America.

ii. Communications: If you choose to opt-in, we may use your PII to send you information about the Site, as well as promotional material on behalf of some of our partners. If at any time you change your mind and prefer to no longer receive such marketing communications from us, please see the "Opt-In Policy" section below.

iii. Administrative Matters: MBM reserves the right to contact you in the event of a change in the Site's Terms of Use and/or this Privacy Policy, or to notify you of other administrative matters in connection with the Site (e.g., contacting you to facilitate, complete or confirm a transaction). Because this information may be important to your use of the Site, you may not opt-out of receiving such communications.

iv. Fulfillment of Requests: MBM may use your PII to fulfill the purpose for which such PII was provided (e.g., to confirm your registration or fulfill your purchase).

v. Facilitation of Transactions: Please note that, at times, forms on the Site may be pre-populated with your PII in order to facilitate a transaction between you and MBM.

vi. Internal Business Purposes: We may also use your PII for our internal business purposes, such as to target advertising, for data analysis, for audits and for other internal purposes.

vii. Shopping/Commercial Services: This Site may offer merchandise and/or ticket purchase services, which may be offered by us or by one of our e-commerce partners. To the extent the merchandise and/or ticket purchase services are offered by one of our e-commerce partners, such e-commerce partner will be collecting and using the PII you provide. For more information regarding your transactions with our e-commerce partners, please refer to Section 4(b) below.

To the extent MBM is the entity offering the purchase services, when you make a purchase through the Site, we may collect your credit card number or other payment

account number (for example, your PayPal account number), billing address and other information related to such purchase (collectively, "Payment Information") from you. We will use the Payment Information that you provide to bill you for your purchase and to fulfill your purchase. By providing your Payment Information, you are authorizing us to give that information to third parties as necessary to confirm and fulfill your order (for example, to process your credit card or payment account number and to send you products you have ordered).

viii. Email This to a Friend: The Site may allow you to forward certain items posted on Site or links to Site features by email or Instant Messenger to other parties who you believe may be interested. If you wish to use this feature, you may provide us with such other party's email address or Instant Messenger screen name so that we can facilitate your sending of such message to such other party. To do so, any PII you provide in connection with sending such other party the message, such as your name and your email address or Instant Messenger screen name, will, of course, be disclosed to such other party. While, due to technical restrictions, the recipient's email address or Instant Messenger screen names may be retained in our log files, we do not knowingly share it with third parties and we do not use this PII for any purpose except to send this message (unless the recipient has already consented to such use of his/her PII).

ix. Online Surveys/Sweepstakes and Contests: From time to time, we conduct online surveys and offer online sweepstakes or contests on the Site (each, a "Promotion"), and we may collect PII in connection with the same. We may use your PII to contact you regarding your Promotion entry, or to contact you if you win a Promotion (if applicable). You should carefully review the rules, if any, of each Promotion in which you participate through the Site, as they may contain additional important information about MBM's use of your PII. To the extent such rules conflict with this Privacy Policy, such rules will govern that particular Promotion.

3. HOW PERSONALLY IDENTIFIABLE INFORMATION WE COLLECT IS DISCLOSED

a. Affiliate Communications: If you choose to opt-in, we may share your PII with our affiliates so that they may send you announcements and notifications of events, products or services that might be of interest to you. For further information, please see the "Opt-In Policy" section below.

b. Third Party Communications: If you choose to opt-in, we may also share your PII with third parties to allow such third parties to send promotional communications to you. For further information, please see the "Opt-In Policy" section below.

c. MBM Service Providers: We work with third parties who provide services including but not limited to data analysis, order fulfillment, credit card processing and other services of an administrative nature. If you use our services, we reserve the right to share your PII with such third parties for the purpose of enabling these third parties to provide such services. We take reasonable steps to ensure these third parties treat PII in a manner comparable to how we do so.

d. Public Forums and Other Interactive Features: Please be aware that when you disclose PII in a chat room, forum, message board or news groups on the Site, the information may become public and accessible to all or a part of the Site community, so it is important for you to exercise discretion and appropriate caution when deciding to reveal PII in these areas. In addition, when you choose to make a posting on such services, certain PII may be available for other users to view. We urge you to exercise discretion and caution when deciding to disclose your PII, or any other information, on the Site. WE ARE NOT RESPONSIBLE FOR THE USE OF ANY PII YOU VOLUNTARILY DISCLOSE THROUGH THE SITE VIA THESE FORUMS AND OTHER INTERACTIVE FEATURES. Please note that we reserve the right, but have no obligation, to republish content posted in a chat room, forum, message board or news group (including any PII contained therein) as further set forth in our Terms of Use Agreement.

In the event that you encounter any Site user who you believe is improperly collecting or using information about you or other users, please visit our Help Page to send us an email about such collection or use.

e. Online Surveys/Sweepstakes and Contests: We reserve the right to share PII collected in connection with Promotions with the third-party sponsors of any such Promotions (irrespective of whether such Promotions are hosted by us), or otherwise in accordance with the rules applicable to such Promotion. You should carefully review the rules, if any, of each Promotion in which you participate through the Site, as they may contain additional important information about a sponsor's or other third parties' use of your PII. To the extent such rules conflict with this Privacy Policy, such rules will govern that particular Promotion.

f. Compliance With Applicable Law: MBM may also access and disclose PII as needed to: (1) comply with applicable laws; (2) respond to governmental inquiries or requests; (3) comply with valid legal process; (4) protect the rights, privacy, safety or property of MBM, Site visitors or the public; (5) permit us to pursue available remedies or limit the damages that we may sustain; and (6) enforce our Terms of Use or other published guidelines.

g. Assignment: We reserve the right to transfer any and all information that we collect from users of the Site to a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of MBM's business, assets or stock (including without limitation in connection with any bankruptcy or similar proceedings).

4. COLLECTION OF INFORMATION BY THIRD PARTIES

a. Co-Branded Pages – We may enter into relationships with "powered by" partners, business partners, sponsors, and co-branded sites (referred to here as "co-branded pages"). These might include, for example, pages that share our name and that of another entity. You should look for a specific privacy policy on any such co-branded

page. Any PII that you provide when signing up at any co-branded page may be collected by, or shared with, our third-party partner. We have no control over, and are not responsible for, our partners' use of your PII. You should check our posted partners' websites for information regarding their privacy policies.

b. Transactions With E-Commerce Partners, Vendors and Advertisers – When you provide PII to one of our Site's e-commerce partners, vendors or advertisers, this transaction will occur in connection with the site of the e-commerce partner, vendor or advertiser, not on the Site, and, as such, the PII you provide is collected pursuant to and controlled by the privacy policy of such e-commerce partner, vendor or advertiser. MBM is not responsible for such parties' privacy policies and we encourage you to familiarize yourself with the applicable privacy policy of the e-commerce site with which you transact business or to contact the operator of such site for more information. Please be aware that at times, at the request of or on behalf of our e-commerce partners, vendors or advertisers, MBM may "pre-populate" forms with your PII for your review, and, if you so choose, for submission to such e-commerce partners, vendors or advertisers. Accordingly, we encourage you to review each pre-populated form carefully before agreeing to submit your PII to determine who is seeking to collect your information, and to familiarize yourself with the applicable privacy policy governing use of any PII collected about you.

c. Third Party Advertising – The ads that may appear on this Site are delivered to you by our web advertising partner. Non-PII about your visits to this Site, such as number of times you have viewed an ad, is used to serve ads to you. In the course of serving advertisements to this Site, our third-party advertiser may place or recognize a unique cookie on your browser.

d. Third Party Links – The Site may contain links to third-party Internet websites, which are not owned or operated by MBM. We provide such links only as a convenience, and the inclusion of a link on the Site does not imply endorsement of the linked site by MBM. If you provide any PII through any such third-party website, your transaction will occur on such third party's website (not the Site) and the PII you provide will be collected by, and controlled by the privacy policy of, that third party. We are not responsible for the

privacy practices or the content of such third-party websites, including such websites' use of any PII that you provide to them. We strongly encourage you to become familiar with the privacy practices of those sites.

PLEASE NOTE THAT THIS POLICY DOES NOT ADDRESS THE PRIVACY OR INFORMATION PRACTICES OF ANY THIRD PARTIES.

5. OPT-IN POLICY

MBM Communications – When you supply MBM with PII, from time-to-time, in MBM's discretion, you may be asked to indicate whether you are interested in receiving information from us about special offers in connection with the Site, and/or our advertisers and partners. If you do choose to opt-in to receive such communications, we may, from time to time, send you marketing communications. If at any time you change your mind and no longer wish to receive marketing communications from us, you may opt-out of such marketing communications by using the link provided in our newsletters or commercial email messages to opt-out of receiving further marketing communications from us.

If you decide to contact us to change your contact preference to "Do Not Contact Me", MBM will implement this change in a reasonable time frame. Please be aware that your requested change will not be effective until MBM implements such change, and such requests will be implemented only in connection with your Site profile, and will not impact any preferences you may have made to any other site controlled, owned or operated by MBM or its affiliates.

6. SECURITY OF YOUR PII

MBM employs reasonable security measures consistent with standard industry practice, for PII collected through this Site, including physical, electronic and operational

measures to maintain security and prevent unauthorized access. While MBM takes all appropriate steps to safeguard PII under our control, unfortunately, no data transmission over the Internet or method of storing data can be guaranteed to be 100% secure. As such, we cannot guarantee that PII supplied by users will not be accessed on our servers, or intercepted while being transmitted to us over the Internet. We assume no liability for any damages you may suffer as a result of interception, alteration or misuse of information during such transfers.

7. OFFLINE VS. ONLINE PRACTICES

Please note that this Privacy Policy applies solely to our online information gathering and dissemination practices in connection with the Site, and does not apply to any of our practices conducted offline

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