

Special Terms and Conditions of TAB-AUSTRIA Industrie- und Unterhaltungselektronik GmbH & CoKG, Haider Straße 40, A-4052 Ansfelden (also referred to as TAB) for delivering music tracks in MP3 or MPEG format

1. General Conditions:

The "General Terms and Conditions of TAB-AUSTRIA Industrie- und Unterhaltungselektronik GmbH & CoKG" shall be valid, provided that these general terms and conditions are not replaced or extended by the present Special Terms and Conditions. For the "General Terms and Conditions", see www.tab.at.

In case one or more of the present stipulations is or becomes invalid or impracticable, this shall not affect the validity of the other stipulations. In such a case the invalid or impracticable stipulation shall be replaced by a valid or practicable one, which reflects the economic purpose of the original stipulation to the greatest extent possible.

2. The purchase of music tracks **does not** entitle the customer to make copies of the music tracks. The copyrights associated with music tracks (copying of tracks to another hard disk, storage of tracks purchased from suppliers other than TAB on the hard disk (from whatever original medium), copying of the musical content of the hard disk, etc.) must be purchased from austro mechana and LSG. In such cases please contact austro mechana, Baumannstrasse 10, 1031 Vienna (Phone: 0043/(0)1/71787) or LSG, Schreyvogelgasse 2/5, 1010 Vienna (Phone: 0043/(0)1/53560350), the competent regional office or the corresponding copyright exploiting companies in your country.

The tracks may only be uploaded on a terminal supplied by TAB. The same applies to any music updates you purchase from TAB. You are only entitled to upload the tracks you purchase on one terminal. The right to upload the tracks on other terminals, too, must be purchased from the above mentioned companies (or from TAB).

The music tracks purchased shall only be used for public presentation and may not be passed on to third parties or sold. The right to present music in public (playing music in inns, amusement arcades, etc.) must be purchased from the authorized copyright exploitation company (AKM in Austria) in return for a license fee.

Security stickers are supplied along with the musical pieces on hard-drive. You are obliged to attach the security stickers onto the hard-drive of the machine on which the music is intended to be played. Otherwise, all warranties or possible replacements due to a defective machine or musical pieces lost from a storage medium will become defunct. Similarly, if the security sticker becomes damaged or otherwise is no longer intact, all claims for replacement become defunct.

TAB shall be entitled (at normal business hours of the customer) to convince themselves if the music uploaded on a terminal supplied by TAB was purchased properly.