

TERMS OF USE

This website is one of many operated by Diogo Cardoso. These Terms of Use govern each user's access to and use of all sites and services provided by Diogo Cardoso (the "Diogo Cardoso Sites" and "Diogo Cardoso Services"), whether accessed through the World Wide Web, mobile telephone, or any other medium or device now known or hereafter invented. The Diogo Cardoso Services may include any one or more of the following: accessing, viewing and/or using a Diogo Cardoso Site, whether publicly accessible or with restricted access; fan clubs and subscription sites; contests; email subscription lists; search services; Diogo Cardoso ID (described below); Mobile Services (also known as Diogo Cardoso Mobile, and described below); online stores (and other shopping services) for the browsing and purchasing of merchandise, tickets to concerts and other events, and other items; email, message boards, chat rooms, forums, blogs, social networking, and other forms of online and/or electronic communication; the uploading and downloading of music, photos, text, video, and other audio and visual content; the viewing of and listening to audio and visual content; personalized content and other creative and/or interactive tools and activities; and any other features, functionality, materials or activities which may be available from time to time on a Diogo Cardoso Site.

Included among the various Diogo Cardoso Services is Diogo Cardoso ID, a Web-based service that makes it easy for you to sign in and or register for various sites and services and conduct various online transactions ("Diogo Cardoso ID" and the "Diogo Cardoso ID Service"). The Diogo Cardoso ID Service is a common account system that makes it possible for you to use your e-mail address and a single password to sign in to any Web site, service or system participating in the Diogo Cardoso ID system.

The Diogo Cardoso Services may also include certain services that are available via your mobile phone, including, but not limited to, (i) the ability to upload content to Diogo Cardoso Services via your mobile phone (Mobile Uploads), (ii) the ability to receive and reply to text messages, and (iii) the ability to browse the Diogo Cardoso Services from your mobile phone (Mobile Web) (collectively, "Diogo Cardoso Mobile" or the "Mobile Services"). Whether or not Diogo Cardoso charges for some or all of these Mobile Services, your carrier's normal messaging, data and other rates and fees will still apply. You should check with your carrier to find out what plans are available and how much they cost. By using the Mobile Services, you agree that we may communicate with you by SMS, MMS, text message or other electronic means to your

mobile device and that certain information about your usage of the Mobile Services may be communicated to us.

Age Requirements

In order to use the Diogo Cardoso Services, you must be at least 13 years of age. If you are under 13 years-old, you may not use the Diogo Cardoso Services or any Diogo Cardoso Site and you are instructed to leave this website and not access any other Diogo Cardoso Site. If you are between the ages of 13 through 17 years-old, you may use the Diogo Cardoso Services only under the supervision and with the written consent of your parent or legal guardian. Your profile, membership, subscription, registration, posted content, messages, communications, and/or other materials or accounts may be deleted and or terminated without refund or warning if we believe, at our own discretion, that you are under 13 years of age or are utilizing Diogo Cardoso Services while not under the supervision and/or without the written consent of your parent or legal guardian.

Legal Agreement Between You and Diogo Cardoso; Visitors and Registered Users

These Terms of Use constitute a legal agreement between you (the user of the Diogo Cardoso Services) and Clique Group. You must accept and agree to, without modification, all of the terms, conditions, restrictions and notices contained in these Terms of Use in order to access and/or use the Diogo Cardoso Services. By using Diogo Cardoso Services, you agree to be legally bound by these Terms of Use, whether you are a "Visitor" (which means that you simply browse any Diogo Cardoso Site or Diogo Cardoso Services) or a "Registered User" (which means that you have registered as a user of Diogo Cardoso Services). As used herein, the term "users" refers to Visitors and Registered Users of the Diogo Cardoso Services. You are authorized to use Diogo Cardoso Services (regardless of whether your access or use is intended) only if you agree to abide by all applicable laws and these Terms of Use. Please read these Terms of Use carefully. If you do not agree with all of them, you should leave the Diogo Cardoso Site and discontinue use of Diogo Cardoso Services immediately. If you do not accept these Terms of Use in their entirety, you do not have permission to access or use the Diogo Cardoso Services.

Modification of these Terms of Use

Diogo Cardoso may wish to update or change these Terms of Use from time to time to reflect changes in the Diogo Cardoso Services, changes in the laws affecting the Diogo Cardoso Services, changes in Diogo Cardoso's policies, or for other good reasons. When we do, Diogo Cardoso will endeavor to provide notice to users in one or more of the following ways: (1) Diogo Cardoso will update the "last updated" date at the bottom of the Terms of Use; (2) Diogo Cardoso will post notice of the change as a news post on the Diogo Cardoso Site; and/or (3) Diogo Cardoso may email notice of the change to all Registered Users. You understand that Diogo Cardoso reserves the right to make these changes and that you are responsible for regularly reviewing these Terms of Use, as posted on the Diogo Cardoso Sites. Continued access to or use of the Diogo Cardoso Services after any such change shall constitute your consent to such change. Unless explicitly stated otherwise, any new features that change or improve the Diogo Cardoso Services shall be subject to the Terms of Use, as modified from time to time.

Privacy and Personal Information

You may be required to register to use the Diogo Cardoso Services. By registering as a user of the Diogo Cardoso Services, you will be automatically registered with a Diogo Cardoso ID. To register, you may be required to provide information about yourself, and you are required to update this information as necessary in order to keep it current. Additionally, data pertaining to your online transactions, purchase history and usage patterns may be collected, analyzed and stored. Diogo Cardoso agrees that it will only use and/or disclose your personal information in accordance with the terms of the Diogo Cardoso Privacy Policy. The Privacy Policy is hereby incorporated by reference into these Terms of Use. By agreeing to these Terms of Use, you are also agreeing to the Privacy Policy. Please carefully review the Privacy Policy. If you do not accept the Privacy Policy in its entirety, you are not permitted to access or use the Diogo Cardoso Services. The Privacy Policy shall supersede any conflicting terms contained in these Terms of Use.

You Are Responsible for Activities on Your Account

If you are given a password to access the Diogo Cardoso Services, you are responsible for maintaining the confidentiality of your password. Furthermore, you are responsible for all activities that occur in your account and you agree to notify Diogo Cardoso immediately of any unauthorized use of your account. Diogo Cardoso is not responsible for any loss that you may incur as a result of any unauthorized person using your account or your password.

Please choose carefully the information you post via the Diogo Cardoso Services or provide to other users. Your publicly available profile may not include the following items: telephone numbers, street addresses, last names, and any photographs containing nudity, or obscene, lewd, excessively violent, harassing, sexually explicit or otherwise objectionable subject matter. Despite this prohibition, information provided by other Diogo Cardoso users (for instance, in their publicly available profile) may contain inaccurate, inappropriate, offensive or sexually explicit material, products or services, and Diogo Cardoso assumes no responsibility or liability for this material.

Personal and Non-Commercial Use Only

You may use the Diogo Cardoso Services for your own personal and non-commercial purposes only. Each Diogo Cardoso account may only be used by a single user, and you may not allow or permit anyone else to use your Diogo Cardoso account to access the Diogo Cardoso Services. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services that are part of the Diogo Cardoso Services except as expressly provided in these Terms of Use. Illegal and/or unauthorized use of Diogo Cardoso Services is prohibited, including, but not limited to (i) collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, (ii) unauthorized framing of or linking to a Diogo Cardoso Site or part thereof; and (iii) placing advertising or attempting to collect revenue from advertisements placed on user profiles or other areas of a Diogo Cardoso Site. Except as expressly authorized per a written agreement with Diogo Cardoso, Commercial advertisements, affiliate links, and other forms of solicitation are expressly prohibited, and Diogo Cardoso reserves the right to remove them from user profiles or other areas of a Diogo Cardoso Site without notice at our sole discretion; and such unauthorized advertisement or solicitation may result in termination of user registration, membership and other privileges, again, at our sole discretion. Appropriate legal action may be taken for any illegal or unauthorized use of Diogo Cardoso Services.

Ticket Sales

All ticket sales on a Diogo Cardoso Site or through the Diogo Cardoso Services are operated by third-party vendors. As such, Diogo Cardoso is not responsible for any issues that may arise regarding ticket sales. Please contact the ticket vendor for customer support associated with ticket sales.

Furthermore, Diogo Cardoso makes no guarantees that tickets will be available to users of a Diogo Cardoso Site or through the Diogo Cardoso Services. Any available tickets will be made available on a first-come, first-serve basis, and Diogo Cardoso does not warrant that tickets will be available for every concert or event date, or for every user. Diogo Cardoso makes no guarantees with respect to the availability of tickets nor does Diogo Cardoso make any warranties or representations with respect to any tickets received.

Prohibited Uses, Content and Activities

Prohibited Uses

You agree that you will not: (i) use the Diogo Cardoso Services for any purpose that is unlawful or contrary to these Terms of Use; (ii) use the Diogo Cardoso Services in any manner that could damage, disable, overburden, or impair the Diogo Cardoso Services or interfere with any other party's use and enjoyment of them; (iii) attempt to gain unauthorized access to any Diogo Cardoso user account, computer systems or networks associated with the Diogo Cardoso Services; or (iv) obtain or attempt to obtain any materials or information through the Diogo Cardoso Services by any means not intentionally made available or provided for.

Prohibited Content

You agree not to post, submit, upload or otherwise display prohibited content on or through the Diogo Cardoso Services, including, but not limited to, text, photos, illustrations, graphics, audio clips, video clips, and other music and video files (all of these things are commonly referred to as "Content"). The following is a partial list of the kind of Content that is illegal or prohibited to post submit, upload or otherwise display on or through the Diogo Cardoso Services. Diogo Cardoso reserves the right to investigate and take appropriate legal action against anyone who, in Diogo Cardoso's sole discretion, violates this provision, including without limitation, removing the offending communication from Diogo Cardoso Services and terminating the subscription, membership, registration and/or use of such violators.

Prohibited content includes, but is not limited to Content that, in the sole discretion of Diogo Cardoso Services:

Is patently offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;

- Harasses or advocates harassment of another person;
- Exploits people in a sexual or violent manner;
- Contains nudity, violence, or offensive subject matter or contains a link to an adult website;
- Solicits personal information from anyone under 18;
- Publicly discloses any telephone numbers, street addresses, or last names;
- Promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- Promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent

manufacture-installed copy-protect devices, or providing pirated music or video or links to pirated music or video files;

- Involves the transmission of “junk mail,” “chain letters,” or unsolicited mass mailing, instant messaging, “spimming,” or “spamming”;
- Contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- Furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses;
- Solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- Involves commercial activities and/or sales without Diogo Cardoso’s prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- Includes a photograph of another person that you have posted without that person’s consent.

Prohibited Activity

The following is a partial list of the kind of activity that is illegal or prohibited on the Diogo Cardoso Services and through your use of the Diogo Cardoso Services. Diogo Cardoso reserves the right to investigate and take appropriate legal action against anyone who, in Diogo Cardoso’s sole discretion, violates this provision, including without limitation, reporting you to law enforcement authorities. Prohibited activity includes, but is not limited to:

- Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual’s system (often known as “hacking”);
- Criminal, illegal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
- Advertising to, or solicitation of, any user to buy or sell any products or services through the Diogo Cardoso Services;
- Exporting encryption software over the Internet or otherwise to points outside the United States;
- Covering or obscuring the banner or other advertisements on your personal profile page or other page via HTML/CSS or any other means;
- Any automated use of the system, such as using scripts to add friends or send comments or messages;
- Interfering with, disrupting, or creating an undue burden on the Diogo Cardoso Services or the networks or services connected to the Diogo Cardoso Services;
- Attempting to impersonate another user or person;
- Using the account, username, or password of another user at any time or disclosing your password to any third party or permitting any third party to access your account;
- Selling or otherwise transferring your profile;
- Using any information obtained from the Diogo Cardoso Services in order to harass, abuse, or harm another person;
- Displaying an advertisement on your profile, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity on or through the Diogo Cardoso Services, such as placing commercial content on your profile, posting blogs or bulletins with a commercial purpose; OR

- Using the Diogo Cardoso Services in a manner inconsistent with any and all applicable laws and regulations.

Spam

You may not transmit any chain letters or junk email to other users. You may also not forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message. It is also a violation of these rules to use any information obtained from the Diogo Cardoso Services in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent. In order to protect Diogo Cardoso users from such advertising or solicitation, Diogo Cardoso reserves the right to restrict the number of emails which a user may send to other users in any 24-hour period to a number which Diogo Cardoso deems appropriate in its sole discretion. If you breach these terms and send unsolicited bulk email, instant messages or other unsolicited communications of any kind through the Diogo Cardoso Services, you acknowledge that you will have caused substantial harm to Diogo Cardoso, but that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, you agree to pay Diogo Cardoso (Euro) 50 for each such unsolicited email or other unsolicited communication you send through the Diogo Cardoso Services.

User Disputes

You are solely responsible for your interactions with other users of Diogo Cardoso Services. We reserve the right, but have no obligation, to monitor disputes between you and other users.

Policy on Emailing, Chatting, and Posting on a Message Board

The Diogo Cardoso Services may include use of an email account or emailing, chatting, or message board activity (individually and collectively "Community Applications"). Your use of the Community Applications is subject to these Terms of Use.

You understand that Diogo Cardoso is not obligated to provide any assistance, including any technical or customer support, in connection with the use of any Community Applications, and that your use of the Community Applications is at your own risk. Any and all Community Applications are provided "AS IS" and "AS AVAILABLE" and no warranties are provided, except as required by law. SPECIFICALLY, THE WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

Diogo Cardoso is in no way liable for any claims arising from your use of any Community Applications. As a condition of your use, you agree to indemnify Diogo Cardoso for all claims relating to your use, reproduction of, and/or receipt or distribution of content through the Community Applications. Diogo Cardoso reserve the right, in its sole discretion and at any time: to modify or discontinue the Community Applications; to limit, terminate or suspend your use of the Community Applications; and to assess charges for the use of the Community Applications in the future.

Your Text, Photos, Artwork, Sound Recordings and other Materials Submitted to Diogo Cardoso or Posted on a Diogo Cardoso Service or Diogo Cardoso Site

By submitting or posting text, photos, video, sound recordings, artwork, designs, software, data, or any other materials ("Your Materials"), you are giving us permission, in perpetuity, on a no-charge basis, to use Your Materials in connection with the Diogo Cardoso Services, in connection with any advertisements and promotions, and for any other purpose for which Diogo Cardoso chooses to use Your Materials. In particular, you understand and agree that by submitting, posting or uploading Your Materials to Diogo Cardoso or the Diogo Cardoso

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Content Available on the Diogo Cardoso Services

The Diogo Cardoso Services and all the content offered through it, including, but not limited to, text, photos, graphics, audio clips, video clips, other music and video files and everything else you see and hear through the Diogo Cardoso Services (all of these things are commonly referred to as "Content") are owned exclusively by Diogo Cardoso or others who have licensed their material to Diogo Cardoso. The Content is therefore protected by copyrights, trade secrets, or other proprietary rights which means that you and others using this Diogo Cardoso Services are not permitted to use the Content (and that includes modifying, copying, downloading, uploading or distributing the Content) except as outlined in the Terms of Use. You are authorized only to make personal, noncommercial use of the Content. All rights not expressly granted to you in the Terms of Use are reserved by Diogo Cardoso (or its licensors as the case may be). Also, any of the names and logos (which are commonly referred to as "Trademarks") that appear on the Diogo Cardoso Services are owned by Diogo Cardoso or their respective owners. The Trademarks may not be used in any manner without the prior permission of the owners. You understand that any unauthorized use of the Trademarks or Content would result in irreparable injury to Diogo Cardoso for which money damages would

be inadequate and, in such event, Diogo Cardoso will have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief to prevent any such unauthorized use.

Copyright Policy

You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of Diogo Cardoso to terminate user privileges of any user who repeatedly infringes the copyright rights of others upon receipt of proper notification to Diogo Cardoso by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Diogo Cardoso Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Diogo Cardoso Services; (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Technical Requirements

In order to use the Diogo Cardoso Services, we recommend the hardware and software specified below. Diogo Cardoso is not responsible for any failure to operate the Diogo Cardoso Services resulting from you not using the recommended hardware and software.

PC:

- Pentium III 700 MHz or higher
- Windows XP or higher
- Minimum 100 MB available hard drive space
- Minimum 256 MB of RAM

Mac:

- G4 Processor or higher
- Mac OSX 10.3 or higher
- Minimum 100 MB available hard drive space
- Minimum 256 MB of RAM
- Web Browser Software:
- Microsoft Internet Explorer version 6.0 SP2 or higher
- Apple Safari versions 2.0 or higher
- Browser software built on the Mozilla rendering engine (5.0 or higher), which include:
- Mozilla 1.5 or higher (PC and Mac)

- Firefox 1.5 or higher (PC and Mac)

In addition to using one of the aforementioned browsers, the following features must be enabled:

- Cookies
- JavaScript

Please refer to your browser's documentation for information on how to enable these features. Other browsers are unsupported and are not guaranteed to function or display correctly. If your browser isn't listed above, we recommend that you use one of the following browsers:

- Firefox (PC and Mac): <http://www.getfirefox.com/>
- Apple Safari (PC and Mac): <http://www.apple.com/safari>

Delay or Failure to Provide Services

Diogo Cardoso is not responsible for any delay or failure to provide content, materials or other services where such delay or failure is due to causes outside of Diogo Cardoso's control, including but not limited to failure of a particular recording artist or their management to make materials available to Diogo Cardoso in a timely manner. Regardless of any promises, statements or representations made to you, any such failure or delay will not entitle you to any credit or refund of fees.

Third-Party Sites

Diogo Cardoso Sites contain links to other websites controlled or operated by persons and companies other than Diogo Cardoso ("Linked Sites"). The Linked Sites are not under the control of Diogo Cardoso and Diogo Cardoso is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Diogo Cardoso is not responsible for web casting or any other form of transmission received from any Linked Site, nor is Diogo Cardoso responsible if the Linked Site is not working correctly. These links are provided to you only as a convenience, and the inclusion of any link does not imply endorsement by Diogo Cardoso of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites. You are solely responsible for any dealings with third parties (including advertisers) who support the Diogo Cardoso Services or are identified on Diogo Cardoso Sites, including the delivery of and payment for goods and services.

Your Feedback and Suggestions Submitted to Diogo Cardoso

Diogo Cardoso wants your voluntary feedback and suggestions regarding the Diogo Cardoso site and the Diogo Cardoso Services so that we can continually improve the services for you and other customers. When you submit feedback and suggestions, please understand that Diogo Cardoso needs to have full rights to use your feedback and suggestions without any encumbrances. In particular, you understand and agree that by submitting any feedback or suggestions to Diogo Cardoso, you warrant and represent that you own or otherwise control the rights necessary to do so and you are granting Diogo Cardoso and its affiliated companies

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Warranty Disclaimer

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Termination and Restriction of Access

Diogo Cardoso reserves the right, in its sole discretion, to reject, refuse to post, or remove any posting (including private messages) by you, or to restrict, suspend, or terminate your access to the Diogo Cardoso Services or any portion thereof at any time, without prior notice. Diogo Cardoso may also terminate or suspend your access to the Diogo Cardoso Services for breach of this Terms of Use or inactivity, which is defined as failing to sign in to the Services for an extended period of time, as determined by Diogo Cardoso. Notwithstanding the foregoing, if you have purchased and paid for a subscription to use the Diogo Cardoso Services, Diogo Cardoso will not terminate your access to the Diogo Cardoso Services prior to the expiration of your subscription period without good cause. Good cause includes, but is not limited to, your breach of this Terms of Use. If your Diogo Cardoso Services subscription is terminated for good cause, or if you cancel your Diogo Cardoso Services subscription prior to the expiration of the subscription period for any reason, Diogo Cardoso will not refund to you any fees paid in advance of such termination or cancellation. Upon termination of your Diogo Cardoso account, your right to use the Diogo Cardoso Services immediately ceases and all benefits associated with your membership are immediately terminated. Any cancellation or termination by you or Diogo Cardoso shall not relieve you of any obligations to pay fees accrued prior to such cancellation or termination. Any or all of the Diogo Cardoso Services, including but not limited to any subscription site, may be discontinued at any time without notice or refund, even if

such discontinuance occurs prior to the expiration of your paid membership or subscription, if any.

Miscellaneous

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Social Responsibility

Diogo Cardoso is aware that the responsible use of natural resources, environmental protection and respect for the communities within which it is present are essential requirements for a company that operates on a global level.

For this reason, Diogo Cardoso, which is always looking towards the future, has for some time been engaged in a worthwhile initiative for the development of projects that are aligned with the leading international principles concerning the combination of economic sustainability and environmental and social sustainability.

The aim is to identify and make available the creativity of the company's raw materials, technical solutions and increasingly advanced production processes which are, from the

perspective of sustainability, more innovative and respectful of people and the environment. Working to ensure that the company achieves this goal means enabling it to face a future in which environmental and social sustainability will be increasingly important to the creation of value.

The thoughts of Diogo Cardoso on this matter are clear: "the environment issue involves everyone. It is up to us all to make the right choice to change the world we live in. We cannot let future generations be led by the wrong choices we have made in the past. We have to make the right decisions for a certain future".

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