

GhostPro Terms and Conditions Terms of Use/Terms of Service

This stuff is pretty important so we recommend you read it thoroughly and don't skip any parts as it may effect you later on.

Welcome to GhostPro. GhostPro is an online platform that manages the buying and selling of unique/custom made music productions for registered GhostPro users. Music productions consist of music or sounds, including any accompanying words, recorded or composed by the use of musical instruments, computer programs and/or any other sound production equipment, digital, analogue or otherwise. By accessing www.GhostPro.io (herein the "Website") and its services, applications or tools (collectively referred to as "GhostPro") and/or registering for an online account with GhostPro you are agreeing to the following Terms of Use.

These Terms of Use govern use of our service. As used in these Terms of Use, "GhostPro," "our service(s)" or "the service(s)" means the services provided by GhostPro for managing & facilitating the buying and selling of unique/custom made Music productions, including all features and functionalities, website, and user interfaces, as well as all content and software associated with our service.

If you are a resident of the United States (including its possessions and territories), you agree to the Class Action Waiver and Arbitration Agreement described in Section 11 to resolve any disputes with GhostPro (except for matters that may be taken to small claims court).

These Terms of Use constitute a legally binding agreement between you (herein "User" or "USER") and GhostPro and is effective as of 5-14-2016 for current Users, and upon acceptance for new Users. By clicking the "Music Store" button, "Login" button or the "Create Account" button when registering with GhostPro as a buyer or seller of Music productions, or by otherwise accessing or using the GhostPro website, services, applications and/or tools, User accepts these Terms of Use.

1. Acceptance of Terms of Use

a. These Terms of Use, which include our Privacy Policy described in Section 3 and our End User License Agreement, if any, contained elsewhere on the Website, govern use of the GhostPro service. By using, visiting or browsing the GhostPro service, User accepts and agrees to these Terms of Use. If User does not agree to these Terms of Use, do not use the GhostPro service.

2. Changes to Terms of Use

a. GhostPro may, from time to time, update or change the Terms of Use, including the Privacy Policy, and the End User License Agreement, if any. Such revisions shall be effective immediately; provided however, for existing members, such revisions shall, unless otherwise stated, be effective 30 days after posting. All prior versions of any Terms of Use dispersed, published or otherwise promulgated by GhostPro are hereby replaced by these Terms of Use.

3. Privacy Policy

a. GhostPro recognizes the importance of protecting the privacy of personal information that may be provided to us by individual Users or viewers of GhostPro content online. Accordingly, we have adopted a privacy policy to govern how we treat such information. GhostPro may

change this privacy policy from time to time, in its sole discretion, and any such changes will become effective when GhostPro posts the revised privacy policy online. User's continued use of the Website indicates User's consent to GhostPro's Privacy Policy and the most current version then in effect.

b. Personally-Identifiable Information. GhostPro may collect personally identifiable information when User specifically and knowingly provides it to GhostPro, for example

when User provides personal information such as User's e-mail address, name, phone number or address or when User submits credit card information for payment of products.

i. GhostPro will use the personally identifiable information directly submitted by User solely for the purpose for which User has provided it, whether it be to purchase uploaded content, subscribe to a service, request information, etc. We will only use and disclose the credit card information submitted by User as necessary to process User's payment transactions. We may also use the information User provides to us to contact User for reasons related to User's original communications to us. Additionally, we may periodically send User promotional e-mails about existing or prospective products and services offered by GhostPro, as well as to obtain information to better understand our Users.

ii. GhostPro will not disclose any personally identifiable information about our current or former Users to anyone, except as permitted or required by law, or as described herein. GhostPro will endeavor to maintain physical, electronic, and procedural safeguards to protect the confidentiality of the information that we collect online.

c. As a general rule, GhostPro will not disclose any of User's personally identifiable information except under one of the following circumstances: we have User's permission; we determine in good faith that it is legally required to be revealed by any relevant statute, regulation, ordinance, rule, administrative or court order, decree, or subpoena; information revealed during the course of GhostPro's enforcement of the policies and procedures of this Web site; information that we determine must be disclosed to correct what we believe to be false or misleading information or to address activities that we believe to be manipulative, deceptive or otherwise a violation of law; where User is otherwise notified at the time we collect the data; where we need to share User's information to provide the product or service User has requested; when disclosed to an affiliate of GhostPro or when such disclosure is made subject to confidentiality restrictions in connection with a sale, merger, transfer, exchange, or other disposition (whether of assets, stock, or otherwise) of all or a portion of the business conducted by the Website to which the GhostPro privacy policy applies. GhostPro may share the non-personally identifiable information that GhostPro gathers, in aggregate form only, with advertisers and other partners.

d. If User is located outside of the United States, please note that the information User provides to us will be transferred to the United States. By using this Website, User consents to this transfer.

4. Communication Preferences

a. By using the GhostPro service, User consents to receiving electronic communications from GhostPro. These communications may involve sending emails to User's email address provided during registration, or posting communications on the GhostPro service, or in your account login page and is a part of User's relationship with GhostPro. User agrees that any notices,

agreements, disclosures or other communications that GhostPro sends to User electronically will satisfy any legal communication requirements, including that such communications be in writing. User should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. User also consents to receiving certain other communications from us, such as newsletters about new GhostPro features and content, special offers, promotional announcements and customer surveys via email or other methods. If User no longer wants to receive certain nontransactional communications, simply

email boo@ghostpro.io to specify User's GhostPro communication preferences.

5. Billing

a. Price Changes. We reserve the right to adjust pricing for our content or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. At its discretion, GhostPro may post charges individually and/or aggregate charges with other purchases made on the Website. Except as otherwise expressly provided for in these Terms of Use, any price changes will take effect following email notice to User.

b. No Refunds. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our users ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle User to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

c. Payment Methods. User agrees to pay for all products that User purchases through the Website. User is responsible for providing GhostPro with a valid payment method. GhostPro only accepts U.S. Dollars. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and User does not edit User's Payment Method information, User remains responsible for any uncollected amounts and authorizes us to continue billing the Payment Method, as it may be updated. This may result in a change to User's payment billing dates. For certain Payment Methods, the issue of User's Payment Method may charge User a foreign transaction fee or other charges. Check with your Payment Method service provider for details.

d. Taxes. User is responsible for paying any governmental taxes associated with any purchases through GhostPro, including, but not limited to, sales, use or value-added taxes.

e. Sales of GhostPro Content. Each purchase of a Musical Production will constitute an individual sale subject to these Terms of Use. Each Musical Production sold and delivered will be treated as a separate transaction, whether delivery is made in whole or in partial fulfillment of an order.

f. Commissions to User. Upon the sale of a musical production, the User (Ghost Producer) will receive a 75% commission of the sale price LESS any expenses or fees. (For example: Sale price of \$300.00 USD. Minus Paypal fees/other expenses \$290. Commission paid to User: \$218.25.) Payment will be made via PayPal within 7 business days of the sale.

g. PURCHASER WARRANTIES. USER AGREES THAT USER WILL PAY FOR ALL PRODUCTS AND CONTENT USER PURCHASES THROUGH THE SERVICES, AND THAT GhostPro MAY CHARGE USER'S PAYMENT METHOD FOR ANY PRODUCTS PURCHASED

AND FOR ANY ADDITIONAL AMOUNTS (INCLUDING ANY TAXES AND LATE FEES, AS APPLICABLE) THAT MAY BE ACCRUED BY OR IN CONNECTION WITH USER'S ACCOUNT OR PURCHASING HISTORY. USER IS RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING GhostPro WITH A VALID PAYMENT METHOD FOR PAYMENT OF ALL FEES.

6. GhostPro Service Rules

a. You may not use our services and may not accept these Terms of Use if (a) you are not of legal age to form a binding contract with GhostPro, or (b) you are a person who is either barred or otherwise legally prohibited from receiving or using our services under the laws of the country in which you are resident or from which you access or use our services.

b. Without limiting other remedies, we may issue warnings, limit or terminate our service, remove hosted content and take technical and legal steps to keep Users off GhostPro if we think that they are creating problems, infringing the rights of third parties or acting inconsistently with the letter or spirit of our policies (including, without limitation, circumventing temporary or permanent suspensions or harassing the GhostPro employees or other Users). GhostPro holds the right to take content down if GhostPro decides it is inappropriate, vulgar, or for any other reason that GhostPro sees fit. However, whether we decide to take any of these steps, remove hosted content or keep Users off GhostPro or not, we do not have any obligation to monitor the information transmitted or stored on our sites, services, applications and tools and we do not accept any liability for offensive, unauthorized or unlawful content on GhostPro or use of GhostPro by Users. GhostPro is a global network and website. User may be subject to additional laws or other restrictions in the country from where User's track is uploaded or purchased. We may remove any content if it is reported on our websites, services, applications or tools, or if we believe it causes problems or violates any law or policy.

c. The GhostPro service, and any sample, trial or other preview content viewed through our service, are for User's personal and noncommercial use only. During User's GhostPro membership, we grant User a limited, nonexclusive, nontransferable, license to access Music Composition samples and previews through the GhostPro service on a streaming only basis for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to User in any sample, trial or other preview content viewed through our service. User agrees not to use the service for public performances of any sample, trial or other preview content viewed through our service.

d. GhostPro reserves the right to refuse access to the Website, GhostPro content and GhostPro services for any reason to any individual or other entity. GhostPro may terminate any offers for special pricing or promotions on merchandise or content at any time. The provision of special pricing or promotions in one instance does not entitle User to special pricing or promotions in the future for similar instances, nor does it obligate us to provide special pricing or promotions in the future, under any circumstance.

e. We continually update the GhostPro service, including the content library. In addition, we continually test various aspects of our service, including our website, user interfaces, service levels, plans, promotional features, availability of Music productions, delivery and pricing. We reserve the right to, and by using our service User agrees that we may, include User in or exclude User from these tests without notice. We reserve the right in our sole and absolute

discretion to make changes from time to time and without notice in how we offer and operate our service.

f. User agrees to use the GhostPro service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. User agrees that User will not post any threatening, abusive, defamatory, obscene or indecent material or otherwise communicate any false or misleading material or message of any kind. User also agrees not to archive, download (other than through caching necessary for personal use), reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) content and information contained on or obtained from or through the GhostPro service without express written permission from GhostPro. User also agrees not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the GhostPro service; use any robot, spider, scraper or other automated means to access the GhostPro service and content library; decompile, reverse engineer or disassemble any software, Music productions or other products or processes accessible through the GhostPro service; insert any code or product or manipulate the content of the GhostPro service in any way; or, use any data mining, data gathering or extraction method. In addition, User agrees not to upload, post, Email or otherwise send or transmit any material designed to interrupt,

destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the GhostPro service, including any software viruses or any other computer code, files or programs.

g. BY USING OUR SERVICE, USER ACKNOWLEDGES AND AGREES TO THE END USER LICENSE AGREEMENT, IF ANY, AND TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE GhostPro AND RELATED THIRD-PARTY SOFTWARE. IF USER DOES NOT ACCEPT THE FOREGOING TERMS, DO NOT USE OUR SERVICE.

h. We may terminate or restrict User's use of our service, without compensation or notice if User is, or if we suspect that User is (i) in violation of any of these Terms of Use or (ii) engaged in illegal or improper use of the service.

7. Disclaimers of Warranties and Limitations on Liability

a. THE GhostPro SERVICE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE GhostPro SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. GhostPro DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT USER'S USE OF THE GhostPro SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. GhostPro IS NOT LIABLE FOR ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OF BUSINESS REPUTATION, ANY LOSS OF OPPORTUNITY OR ANY LOSS OF DATA SUFFERED THROUGH USE OF OR INABILITY TO USE GhostPro SERVICES. GhostPro SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF THIRD PARTY APPLICATIONS AND OTHER SOFTWARE IN CONNECTION WITH THE GhostPro SERVICE. USER USES THE SERVICES SOLELY AT USER'S OWN RISK. GhostPro MAY DISCONTINUE THE WEBSITE OR PORTIONS THEREOF AT ANY TIME, WITHOUT NOTICE.

b. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL GhostPro, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.

c. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO USER.

d. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT MAY APPLY TO USER. IF ANY PROVISION OR PROVISIONS OF THESE TERMS OF USE SHALL BE HELD TO BE INVALID, ILLEGAL OR UNENFORCEABLE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

e. USER AGREES TO INDEMNIFY AND HOLD GhostPro AND (AS APPLICABLE) GhostPro'S AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES, AND GhostPro'S POTENTIAL CUSTOMERS AND CLIENTS, HARMLESS FROM ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES AND DEMANDS , INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO ANY CLAIMS, ACTIONS, SUITS, OR PROCEEDINGS MADE OR BROUGHT BY ANY THIRD PARTY DUE TO OR

ARISING OUT OF USER'S BREACH OF THESE TERMS, OR USER'S VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.

8. Intellectual Property Policy

a. GhostPro adopted this intellectual property policy in accordance with industry best practices, general U.S. intellectual property laws, and the Digital Millennium Copyright Act.

b. Responsibility for Uploaded Content. User represents that User has all necessary rights to any content uploaded, posted or otherwise published to GhostPro and that User is not infringing or violating any third party's rights by posting it. If User submits and sells a track that they do not own the rights to (stolen or otherwise taken), User takes full responsibility for any consequences and must refund the DJ who purchased the track/release. USER AGREES THAT IF ANY THIRD PARTY BRINGS A CLAIM AGAINST GhostPro RELATED TO CONTENT THAT USER POSTS, THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, USER WILL INDEMNIFY AND HOLD GhostPro HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF SUCH CLAIM. GhostPro RESERVES THE RIGHT TO HANDLE ANY POTENTIAL LEGAL DEFENSES UNDER THIS INDEMNIFICATION AGREEMENT HOWEVER GhostPro SEES FIT.

c. By posting any content to GhostPro, User grants GhostPro a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of any uploaded content to provide

GhostPro services and to promote GhostPro, User's uploaded content, or the services in general, in any formats and through any channels, including across any GhostPro services or third-party website or advertising medium.

d. GhostPro and its affiliates do not represent, warrant or guarantee the truthfulness, authenticity, accuracy, quality or reliability of any of the Content posted, displayed, linked to or otherwise transmitted via our services. GhostPro and its affiliates do not endorse any opinions expressed in or through any such Content. User agrees that User must evaluate and bear all risks associated with uploading or purchasing any Content, including any claims arising from the authenticity, completeness, or originality of the Content. Except where expressly stated to the contrary, GhostPro possesses the immediate right, but not the obligation, to edit or remove any Content from the Website at any time and/or terminate User's ability to access the Website and/or our services without notice, at its sole discretion.

e. The Website, including without limitation all uploaded Content and all intellectual property rights in and to the same, is owned by or licensed to GhostPro, its affiliates, or our third-party content providers. User must not modify, decompile, or reverse engineer any software that GhostPro or its affiliates discloses to User, and User must not remove or modify any copyright or trademark notice, or other notice of ownership. Subject to the following paragraphs, User acknowledges and agrees that no right, title or interest in any Content is transferred to User as a result of User's use of such Content, the Website, or any services provided or otherwise made available via the Website.

f. NOTICES OF INTELLECTUAL PROPERTY INFRINGEMENT. All content uploaded to the website is original to the best of GhostPro's knowledge. GhostPro strives to respond quickly when we receive proper notice of intellectual property infringement by removing or disabling access to the allegedly infringing material. When GhostPro removes or disables access in response to a notice, GhostPro makes a reasonable attempt to contact the allegedly infringing party, provide information about the notice and removal, and, in cases of alleged copyright infringement, provide information about counter notification. GhostPro may also provide a copy of the notice to the

allegedly infringing party. If User believes that material residing on or accessible through GhostPro infringes a copyright, User may send a notice of infringement via email to boo@ghostpro.io, which must include all of the following required information:

i. A signature of a person authorized to act on behalf of the intellectual property owner whose right has been allegedly infringed upon – signatures may be provided by electronically typing the name

ii. Identification in sufficient detail of the work allegedly infringed upon

iii. Identification of the allegedly infringing material on GhostPro including the specific location of the material so that GhostPro can find it

iv. The name of the intellectual property owner, and contact information for the notifier including name, address, telephone number and email address

v. A statement that the notifier has a good faith belief that the material is not authorized by the intellectual property owner, its agent, or the law

vi. A statement that the information provided in the notice is accurate, and under penalty of perjury, that the notifier is authorized to make the complaint on behalf of the copyright owner

g. If User misrepresents that material is infringing, User may be liable for damages (including costs and attorney's fees). Therefore, if User is not sure whether the material is infringing, please contact an attorney before submitting a notice to GhostPro. Fraudulent or abusive notices or other misuse of GhostPro's Intellectual Property Policy may result in account termination or other legal consequences.

h. COUNTER-NOTICES OF INTELLECTUAL PROPERTY INFRINGEMENT. If User has a good faith belief that material removed or disabled as a result of a notification of copyright infringement to GhostPro involved a misidentification or mistake, User may send a counter notice via email to boo@ghostpro.io which must include all of the following required information:

i. User's signature—signatures may be provided electronically by typing User's name

ii. Identification of the material that has been removed or to which access has been disabled

iii. A statement made under penalty of perjury that User has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material

iv. User's name, address, telephone number, and email address, and a statement that User consents to the jurisdiction of the Federal Court for the judicial district in which User is located, or if User's address is located outside the United States, for any judicial district in which GhostPro is located, and that User will accept service of process from the person who provided the original notification or an agent of such person

i. If User misrepresents that material is not infringing, User may be liable for damages (including costs and attorney's fees). Therefore, if User is not sure whether or not the material is infringing, please contact an attorney before submitting a counter notice to GhostPro. Fraudulent or abusive counter notices or other misuse of GhostPro's Intellectual Property Policy may result in account termination or other legal consequences.

9. Governing Law

a. These Terms of Use shall be governed by and construed in accordance with the laws of the state of Minnesota, U.S.A. without regard to conflict of laws provisions.

b. User may be entitled to certain consumer protection rights under the laws of User's local jurisdiction.

10. General

a. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect

b. These Terms of Use and the other policies posted on GhostPro, including the End User License Agreement, if any, constitute the entire agreement between GhostPro and User, superseding any prior agreements. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

11. Class Action Waiver and Arbitration Agreement

a. USER AND GhostPro AGREES THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN USER'S OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

b. User and GhostPro agrees that any dispute or claim arising from or relating to the Terms shall be finally settled by arbitration, using the English language, administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules then in effect (those rules are deemed to be incorporated by reference into this section). Our arbitration will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under the Terms will take place on an individual basis: class arbitrations and class actions are not permitted. User understands that by agreeing to these Terms, User and GhostPro are each waiving the right to trial by jury or to participate in a class action.

Contact Us

If you have any questions about this Agreement, please contact us at boo@ghostpro.io