



Effective as of October 30, 2020

Welcome!

These terms of service (the “Terms”) apply to you and GuitarChild Ltd., a Finnish entity specified below in section “Contact us” (hereinafter “GuitarChild” or “us/we”) regarding your use of GuitarChild’s applications, services, products, websites, and all content and software related to our services (collectively the “Services”). Use of the Services is also governed by GuitarChild’s Privacy Notice (the “Privacy Notice”) and other relevant policies.

Supplemental terms, policies and guidelines, such as policies related to specific services (including without limitation forums, sweepstakes, etc.) as well as other operating rules and policies that may be published from time to time, may apply to the use of the Services, and your use of the Services shall, in addition to these Terms, also be governed by such terms, policies and guidelines.

These Terms and Privacy Notice, and all policies and guidelines, which are incorporated herein by reference, form a legally binding agreement (the “Agreement”) between you and GuitarChild in relation to your use of the Services, so please read them carefully. The current valid version of the Agreement is available on the GuitarChild website.

1. WHO CAN USE THE SERVICES

Before accessing or using our Services, you must agree to the terms of the Agreement. You may also be required to register an account on the Services. By registering for an account or otherwise using the Services, you represent that (i) you are at least 18 years of age (or the age of majority in your country), or (ii) you are at least 18 years of age and otherwise authorized to enter into binding agreements, such as this Agreement, without being prevented by any applicable law and your parent or legal guardian has reviewed and agreed to this Agreement on your behalf.

If you access the Services from a social networking site, such as Facebook, you shall comply with its terms of service as well as these Terms.

BY INSTALLING, REGISTERING FOR, USING OR OTHERWISE ACCESSING THE SERVICES, OR ANY COMPONENT THEREOF, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DO NOT INSTALL, USE OR OTHERWISE ACCESS THESE SERVICES OR THEIR CONTENT. USE OF THE SERVICES IS VOID WHERE PROHIBITED.

IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE CONSENT FOR YOUR CHILD TO USE THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE IN RESPECT OF THEIR USE. You accept full responsibility for any unauthorised use of the Services by minors in connection with your account.

2. CONTACT US

If you have any questions about GuitarChild or this Agreement, please contact our support through the “Support” section of our website or send an email to support@GuitarChild.com or by mail to us at:



3. CHANGES

GuitarChild reserves at its discretion the right to change, modify or remove parts of the Agreement, including these Terms, its Privacy Notice or any other relevant policies at any time by posting the amended terms on the GuitarChild Services, or by any other method of notice we deem appropriate (including email).

Your continued use of the Services shall constitute your acceptance of such changes. If as a result of changes or modifications made in the Terms, the Privacy Notice or any other policy or otherwise you are no longer agreeing to any part of the then-current version of the Agreement, you must stop using the Services.

4. RIGHT TO USE THE SERVICES

RIGHTS WE GIVE TO YOU

Our Services and their content are the property of GuitarChild or its licensors. Subject to certain limitations as described herein, you are granted the right to use the Services, as well as access and use applications, music, videos, pictures, instructional or other material or content available through the Services (collectively, "Service Content").

Subject to your acceptance of these Terms and your continued compliance with them and the Agreement, GuitarChild grants you a limited, non-exclusive, non-transferable and non-sublicensable license to use the Services and related software (only the executable version, excluding source) and any Service Content, strictly for your personal, non-commercial use.

The Services and Service Content are licensed, not sold or transferred to you. Any software copies, content or other material of the Services, including Service Content, will remain the property of GuitarChild and its licensors even after they are downloaded or installed on your device.

You may not use the Services, Service Content or any part thereof in any way that is not expressly permitted by the Agreement. You are prohibited from using the Services (including without limitation the Service Content) for public performances. You further agree that you will not, and will not attempt to, copy, modify, share or transfer any part of the Services or the content thereof unless specifically permitted by GuitarChild.

The license to use the Services granted under these Terms remains in effect until terminated by you or us. Your license is automatically revoked if you violate these Terms or the Agreement.

GuitarChild may add, change, discontinue, remove or suspend any of the Services or a part thereof, any Service Content or any other feature of the Services (including without limitation financial terms availability or equipment needed for access or use, or by charging fees for certain Services or features) at any time, with or without notice and unless prohibited by law, without liability. However, charging fees will be subject to your approval.

Some of the Services are not compatible with all mobile devices and computers, and you are responsible for procuring a compatible device if you wish to use any of the Services. Use of the Services requires access to the internet, which you are responsible to obtain and pay for. Please also note that the Services may include third party software (for example, open



**Integrated
Software
Services**

The power of code

source software libraries), which are provided to you subject to the terms and conditions applicable to such third-party software. Such terms and conditions are published in the settings of the mobile application.

OWNERSHIP

GuitarChild does not grant you any ownership rights in the Services or Service Content. All rights, title and interest in and to the Services (including without limitation any titles, computer code, graphics, images; images; audio and/or video; designs; concepts and methods of operation; themes, advertising copy; logos; domain names; trade names and trademarks; service marks and trade identities; Accounts; any other copyrightable material; the “look and feel” of the Services; the compilation, assembly and arrangement of the materials of the Services; and all other Service Content and applications) are owned, controlled or licensed by GuitarChild and are protected from unauthorized use, copying and dissemination including without limitation by copyright, trademark, patent, trade secret publicity and other laws, rules, regulations and international treaties. Copyright to third-party content appearing on the Services are the property of their respective owners.

All GuitarChild trademarks (for example, GuitarChild and GuitarTuning), service marks, trade names, domain names, logos and other brand features of ours are the exclusive property of GuitarChild. You may not display our Services or content in frames or “in-line links” without prior express written permission from us.

5. USER ACCOUNT

Certain elements of the Services may enable you to create an account or otherwise register (“Account”), while others do not. You may be required to select a password for your Account or you may also use other credentials to access the Account (“Login Information”). You further consent and authorize us to verify your Login Information as required for your use of and access to the Services, as applicable. You agree that you will not share the Account or Login Information nor let anyone else access your Account or do anything else that may jeopardize the security of your Account.

You agree that you are responsible for maintaining the confidentiality of your Login Information. If you suspect that your Login Information and/or Account has been accessed or used without your authorization, you must immediately notify GuitarChild and modify your Login Information. You are responsible for any use of the Login Information and activity on your Account, including purchases, whether or not authorized by you.

GuitarChild reserves the right to refuse or limit the registration for any reason. WITHOUT LIMITING ANY OTHER REMEDIES, WE HAVE THE RIGHT TO REMOVE ANY LOGIN INFORMATION, AND SUSPEND, TERMINATE, MODIFY OR DELETE YOUR ACCOUNT OR ACCESS TO THE SERVICE OR A PORTIONS THEREOF, WITH OR WITHOUT NOTICE TO YOU, IF YOU ARE OR WE REASONABLY SUSPECT THAT YOU ARE FAILING TO COMPLY WITH THIS AGREEMENT, OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICES, OR FOR ANY OTHER REASON. AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION YOU CAN LOSE YOUR USERNAME IN THE SERVICES AS WELL AS ANY EARNED ITEMS, PRIVILEGES AND PURCHASED ITEMS ASSOCIATED WITH YOUR USE OF THE SERVICES, AND GUITARCHILD IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.



6. PAYMENT POLICY

You may access parts of the Services for free, and other services and products require payment of subscription and/or other fees (“Paid Content”). Fees charged may be one-time payments or automatically renewing payments as described in more detail in the respective Services. By choosing to access and/or buying or subscribing to Paid Content, you authorize us to charge your credit card or other approved payment method for all the costs and charges that apply to such paid content. You are responsible for all applicable fees and charges incurred, including applicable taxes, and all subscriptions and purchases made by you or through your or by anyone that has used your Account(s).

Please note that we may use a third-party payment processor to facilitate payments in the Services. If you make a purchase through a third-party application store, such as Apple App Store or Google Play Store, your purchase will be subject to such third party’s applicable payment policy.

PAYMENT INFORMATION

To access Paid Content of the Services, you must provide valid and accepted payment information. If the payment information provided by you is declined for payment of the Paid Content you are subscribed to, you must provide us new valid payment information or your access to Paid Content may be suspended. You will get access to Paid Content as soon as the initial payment has been processed.

TRIALS

When you subscribe for Paid Content, we may from time to time offer a trial period (“Trial Period”) without payment or at a reduced rate. This may vary depending on promotions, type of subscription and the term you select at the time of purchase. We reserve the right, in our absolute discretion, to determine your eligibility for a Trial Period and may cancel or change the Trial Period at any time without notice and liability within the limits permitted by applicable law.

We may require you to provide your valid payment information to start the Trial Period. By providing this information, you agree that unless you cancel your paid subscription prior to the end of the Trial Period, we may automatically begin charging you for such Paid Content you subscribed to on the first day after the end of the Trial Period on a monthly or other recurring basis notified to you, until you cancel your subscription to Paid Content (turn off automatic renewal from your account settings or via the Apple App Store or the Google Play Store). If you do not want to be charged, you must cancel your subscription to such Paid Content before the end of the Trial Period. If you cancel your subscription to Paid Content, your Account will only have access to those parts of our Services that you may access for free.

BILLING, RENEWALS AND CANCELLATIONS

The subscription fee for our auto-renewable subscription plans may be billed as one-time advance payment for the subscribed period (e.g., 1, 3, 6 or 12 months) or in monthly installments charged every month in advance for the duration of the subscription period. The pricing and terms applicable to your subscription may vary depending on promotions, type of subscription and the subscription period you select at the time of purchase.



If your subscription started with a promotion or Trial at a reduced rate, your renewal rate may be higher than your initial rate.

In some cases, your payment billing dates or billing term of your subscription may change if your payment has not successfully settled on the original due date. We will inform you of the billing term change through email.

If you have registered for a paid-for subscription, you may however change your mind and receive a full refund of all monies paid within fourteen (14) days (the “Cooling-off Period”) from your subscription for such paid-for parts of our Services, provided that during that Cooling-off Period you have not at any time accessed to the paid-for parts you registered for.

If you choose to sign up for an auto-renewable subscription for Paid Content, you understand that and authorize that your subscription will automatically renew at the end of the subscription period and that payment for the renewal period is automatically charged from you using the payment information you have provided, unless you cancel your subscription before the end of the then-current subscription period. You can cancel your auto-renewing subscription to Paid Content purchased from our site from your account settings or by contacting our support. If you purchased a paid subscription via third party, such as Apple App Store or Google Play Store, you can cancel the paid subscription via such third party following the applicable terms and payment policies of such third party.

Except as specifically provided otherwise, any payments are always FINAL and NON-REFUNDABLE.

PRICE CHANGES

Our prices may change from time to time. If the pricing of your subscription changes, we will notify you in advance and provide you an opportunity to review those changes to your subscription. Price changes will take effect at the beginning of the next subscription period after the date of the price change. Applying any price changes to your subscription or changing your payment details in connection with an automatic renewal applying new price is subject to your approval of the changed pricing. In accordance with applicable law, you accept the price change by continuing to use the Services after the price change takes effect. If you do not accept this price change, you have the right to refuse the change by cancelling the subscription to Paid Content before the price change takes effect.

CODES, GIFT CARDS AND OTHER PREPAID PRODUCTS

If you have purchased or received a code, a gift card or other pre-paid GuitarChild product enabling you to access Paid Content of the Services (“Code”) your order will automatically terminate at the end of the period specified in the Code. Supplemental terms and conditions provided in connection with the Code may apply to the use of the Services. In case of conflict between this Agreement and such supplemental terms, the supplemental terms shall prevail.

7. THIRD PARTY LINKS

The Services may contain links to third-party websites, services, content or resources (“Third Party Services”). We are not responsible for any such Third Party Services and do not have control over any materials or content made available in such services. Our inclusion of a link to



such Third Party Services does not in any way imply GuitarChild's endorsement or promotion of such Third Party Services or any features or content of any Third Party made available there. We encourage you to familiarize yourself with the terms of service applicable to any such Third Party Services you may access. Please note that the applicable third party is fully responsible for all materials, content, goods and services it provides to you and for any and all damages, claims and liabilities to may cause to you, directly or indirectly.

8. USER CONTENT

USER CONTENT IN THE SERVICES

Users may publish or otherwise add content to the Services, which may include for example any communications or materials you submit to the Services or transmit to other users of the Services, by an application, website, email or by participating in blogs, message boards, online forums and other functionality, where you may have the opportunity to create, submit, post, display, transmit, perform, publish, distribute, broadcast, and comment on content and materials to GuitarChild and/or to or via the Services, including, without limitation, data, text, writings, compositions, notes, music, sounds, videos, audiovisual effects, artwork, photographs, screenshots, videos, graphics, comments, suggestions or chat or message postings or other material (collectively, excluding Service Content, "User Content"). You are solely responsible for your User Content.

Except as otherwise described in the Privacy Notice you agree that your User Content will be treated as non-confidential and nonproprietary and will not be returned. We cannot guarantee that the ideas you share are not used by others, so if you want to keep them confidential or do not want others to use them, please do not share them in the Services. GuitarChild has no obligation to review, monitor, display, archive, maintain, accept or exploit any User Content, and we assume no obligation to modify or remove any inappropriate User Content you may be exposed to when using the Services. GuitarChild does not pre-screen or monitor all User Content. Therefore, your use of the Services is at your own risk. GuitarChild does not endorse any User Content submitted to the Services, or any opinion, recommendation, or advice expressed therein, and GuitarChild expressly disclaims any and all liability in connection with User Content. GuitarChild does not permit copyright infringing activities or other infringement of intellectual property or any other third party rights on the Services.

GuitarChild may delete, move, modify, edit, remove or disable access to User Content without liability, or any notice to you; provided, however, that we reserve the right to treat User Content on the Services, or on certain portions of the Services, as content stored at the direction of users for which we will not exercise editorial control except to enforce the rights of third parties and the content restrictions set forth below when violations are brought to our attention. Such User Content need not, however, be maintained on the Services by us for any period of time and you will not have the right, once posted, to access, or otherwise use such User Content on the Services. GuitarChild is not obligated to use User Content and you will not receive any compensation for the User Content you may choose to submit or for any exploitation thereof.

REPRESENTATIONS AND WARRANTIES



You affirm, represent, and warrant that (i) your User Content is not in violation of any laws, contractual restrictions (including those in this Agreement) or any other rights or intellectual property, or any third party rights, and (ii) you own or have the necessary licenses, rights, consents, and permissions to submit, publish and share the User Content you submit, including the right to grant all of the rights and licenses in these Terms without GuitarChild incurring any third party obligations or liability arising out of its exercise of the rights thereto granted herein by you, and (iii) your User Content or our use thereof as described in this Agreement does not indicate that you or the User Content you publish is affiliated with or endorsed by GuitarChild or an artist, band, other rights holder, or any other party, without the express written consent of GuitarChild or such party. You shall be solely responsible for the User Content and the consequences of submitting, publishing, and sharing the User Content on the Service.

RIGHTS YOU GRANT

You retain all of your ownership rights in the User Content you submit and/or share with GuitarChild. However, in exchange of use of the Services, by submitting and/or sharing the User Content on the Services, you hereby grant GuitarChild an irrevocable, perpetual, sublicensable, transferable, worldwide, and royalty-free fully paid-up non-exclusive license in the User Content to reproduce, distribute, modify, prepare derivative works of, publicly display and perform and use, in any way, all or any portion of the User Content, in connection with the Services, and other services and products, of GuitarChild (and its successors and affiliates), including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels, and publishing your User Content in a searchable format accessible by users of the Services and on the internet.

You also grant to GuitarChild the right to sublicense and authorize others to exercise any of the rights granted to GuitarChild under these Terms; and each such third party will be entitled to benefit from the rights and licenses granted to GuitarChild under these Terms. Except as prohibited by law, you waive any rights of attribution and/or any so-called moral rights you may have in any User Content you submit, even if such User Content is altered or changed in a manner not agreeable to you.

You also hereby grant each user of the Services a non-exclusive license to access your User Content through the Services, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Content as permitted through the functionality of the Services and under these Terms.

UNSOLICITED IDEA SUBMISSION POLICY

You agree that GuitarChild is free to use any ideas, suggestions, feedback information, concepts, know-how or techniques contained in any User Content you choose to submit in Services or send to GuitarChild, for any purposes whatsoever, including, without limitation, developing, producing, marketing and otherwise exploiting products and/or services using such User Content, and without further compensation of any kind.

REPORTING INFRINGEMENTS



We respect the copyrights and other intellectual property rights of others. If you discover any content in the Service that you believe infringes your copyright ("Disputed Content"), please report this to GuitarChild, as follows:

A. Your notice concerning the claimed infringement accompanied by details set out below in B or C should be sent to GuitarChild's designated copyright agent by email to copyrightagent@GuitarChild.com

B. You may send GuitarChild a written copyright infringement notification. Please make sure that you include the following information in your notification:

1. your full name and contact information (address and telephone number, a valid email address, as well as your GuitarChild username, if applicable);
2. an itemization of the Disputed Content, including the GuitarChild URL(s) where such Disputed Content can be located;
3. your confirmation that you have a good-faith belief that the Disputed Content which is the subject of your copyright infringement notification is illegally available;
4. information concerning the fact that you have requested the relevant third-party content provider to remove the Disputed Content without effect, or that such third-party content provider could not be identified;
5. your confirmation that you are the owner of the exclusive right which the Disputed Content allegedly infringes, or that you are entitled to act on behalf of the relevant third party rights holder; and
6. your signature (physical or electronic).

C. Alternatively, if you reside in the United States and wish that your copyright infringement notification is considered as a notice pursuant to the United States Digital Millennium Copyright Act 17 U.S.C. §512(c), please make sure that you include the following information in your notification:

1. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and a description of where the material is located;
4. information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; and
5. A following statement in the body of a DMCA notice:



"I have a good-faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law. I represent that the information in this DMCA notice is accurate and, under penalty of perjury, that I am the owner of the copyright or authorized to act on the copyright owner's behalf."

Please note that under 17 U.S.C. 512(f), if you knowingly misrepresent that a material or activity is causing infringement, you may be liable for damages, including the costs and attorneys' fees incurred by us or our users. If you are unsure whether the material or activity you are reporting is causing infringement, you may wish to contact an attorney before serving a notice to GuitarChild.

GuitarChild has no obligation to monitor or enforce your intellectual property rights to your User Content but has the right to protect and enforce its and its licensees' licensed rights to your User Content.

9. POLICY REGARDING USERS WHO REPEATEDLY INFRINGE COPYRIGHT

GuitarChild will terminate the accounts of any users who repeatedly use the Services to infringe copyright.

10. USE RESTRICTIONS

You agree that you will not in any circumstances:

- use the Services in violation of this Agreement or any applicable law or regulation;
- post any information, content or other material (or links) that include any offensive comments connected to race, national origin, gender, sexual preference or physical handicap; include profanity or contain any obscene, indecent, pornographic, sexual or otherwise objectionable content or language; or otherwise engage in ongoing toxic behavior;
- use the Services in a way, or make available through the Services, any material or information that violates copyrights, patents, trademarks or any other intellectual property rights, rights of privacy, rights of publicity or any contractual or any other rights of any party, or promotes or constitutes illegal activity;
- disrupt, interfere with or otherwise adversely affect the normal flow of the Services or otherwise act in a manner that may negatively affect other users' experiences when using the Services;
- reveal in the Services anyone's private information, including personally identifiable information, contact details or financial information or any information that may be used to track, contact or impersonate that individual;
- use the Services for fraudulent or abusive purposes including, but not limited to, using the Services to impersonate any person or entity, or otherwise misrepresent your affiliation with a person, entity or the Services or its content;
- attempt to, or harass, abuse, or harm, or advocate or incite harassment, abuse, or harm of another person, group, including GuitarChild employees, directors, officers, and customer service representatives;



- use the Services for any commercial activities, including, without limitation, any attempt to raise money for anyone or advertising or promoting a product, service, pyramid scheme or other multi-tiered marketing scheme, spam emails, chain letters or similar;
- attempt to gain unauthorized access to the Services, to credentials or accounts registered to others or to the computers, servers, or networks connected to the Services by any means other than the user interface provided by GuitarChild, including but not limited to by interfering or circumventing or attempting to interfere or circumvent any of the security components, security methods or regional restrictions used in the Services;
- unless specifically authorized by law, attempt to reverse engineer, decompile, disassemble, or hack any of the Services;
- use, either directly or indirectly, any automated system, cheats, spiders, hacks, scrapers, offline readers or any unauthorized third party software designed to modify or interfere with the Services;
- harvest, scrape or use any other automated means to view, access or collect any information about the Services or about other people using the Services;
- cover or obscure any notice, banner or advertisement on the Services; or
- engage in any act that GuitarChild deems to conflict with the spirit or intent of this Agreement or the Services or make improper use of GuitarChild's support services.

GuitarChild reserves the right to determine to take appropriate action, as a result of any above-referred conduct, which may include terminating your Account, and prohibiting you from using the Services in whole or in part.

11. DISCLAIMER OF WARRANTIES

THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, AT YOUR OWN RISK, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY MATERIAL, CONTENT, PRODUCTS OR SERVICES DISPLAYED ON OR OFFERED THROUGH THE SERVICES ARE ACCURATE, COMPLETE, APPROPRIATE, RELIABLE, OR TIMELY. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES WILL MEET YOUR REQUIREMENTS AND/OR YOUR ACCESS TO AND USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS, OR OTHERWISE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, GUITARCHILD SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES OR INJURIES IN ANY WAY WHATSOEVER ARISING OUT OF OR RELATING TO THIS



AGREEMENT OR OF THE USE OF, OR INABILITY TO USE, THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES TO PROPERTY, PERSONAL INJURIES, LOSS OF GOODWILL, LOST PROFITS, DEVICE FAILURE OR MALFUNCTION, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT GUITARCHILD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT GUITARCHILD IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD GUITARCHILD LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICES AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICES AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. TO THE EXTENT NOT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES WILL GUITARCHILD BE LIABLE TO YOU, COLLECTIVELY, FOR MORE THAN THE AMOUNT YOU HAVE PAID TO GUITARCHILD IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT A CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID ANYTHING TO GUITARCHILD DURING SUCH TIME PERIOD, YOUR SOLE REMEDY (AND GUITARCHILD'S EXCLUSIVE LIABILITY) FOR ANY DISPUTE WITH GUITARCHILD IS TO STOP USING THE SERVICE AND CANCEL YOUR ACCOUNT.

Some jurisdictions do not allow certain limitations of liability such as those stated above; thus, the above terms may not apply to you. Instead, in such jurisdictions, the foregoing limitations of liability shall apply only to the extent permitted by the laws of such jurisdictions.

BY ACCESSING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED. YOU ACKNOWLEDGE THAT THE DISCLAIMERS, LIMITATIONS AND WAIVERS OF LIABILITY CONTAINED HEREIN WILL SURVIVE ANY TERMINATION OF YOUR ACCOUNT(S), AGREEMENT OR ANY SERVICES.

13. INDEMNIFICATION

You agree to defend, indemnify and hold harmless GuitarChild, its affiliates, and their respective officers, directors, employees, agents, licensors, representatives, and third party providers to the Services from and against all claims and expenses, including attorneys' fees and costs, arising from, incurred as a result of, or in any manner related to any claim or action based upon (a) your breach of, or failure to comply with, the terms and conditions of this Agreement, (b) your use of the Services, and/or (c) the use of the Services by any other person using your Login Information. The provisions in this paragraph will survive any termination of your account(s) or the Services.

14. FORCE MAJEURE

GuitarChild shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of GuitarChild, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond GuitarChild's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

15. TERMINATION

You may terminate this Agreement by deleting your Account and thereafter by ceasing to use the Services. If you have any subscription, and terminate this Agreement before the end of



your subscription, you will not receive any refunds for any unexpired period of your subscription.

WITHOUT LIMITING OUR OTHER REMEDIES, GUITARCHILD MAY LIMIT, SUSPEND, TERMINATE, MODIFY OR DELETE ACCOUNTS OR ACCESS TO YOUR ACCOUNT AND/OR THE SERVICES OR PORTIONS THEREOF AND/OR TERMINATE THIS AGREEMENT AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT YOU FROM ACCESSING THE SERVICES, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU, IF (I) YOU ARE DEEMED TO BE A REPEAT INFRINGER AS DESCRIBED ABOVE; (II) WE BELIEVE YOU IN ANY WAY BREACH ANY PROVISION OF THE AGREEMENT, INCLUDING WITHOUT LIMITATION THESE TERMS OR RELATED POLICIES OR GUIDELINES OR THEIR LETTER OF SPIRIT; (III) GUITARCHILD ELECTS AT ITS DISCRETION TO CEASE PROVIDING ACCESS TO THE SERVICES IN THE JURISDICTION WHERE YOU RESIDE OR FROM WHERE YOU ARE ATTEMPTING TO ACCESS THE SERVICES; OR (IV) IN OTHER REASONABLE CIRCUMSTANCES AS DETERMINED BY GUITARCHILD AT ITS DISCRETION.

GUITARCHILD RESERVES THE RIGHT TO TERMINATE ANY ACCOUNT THAT HAS BEEN INACTIVE FOR 180 DAYS AND HAS NO ACTIVE PAID SUBSCRIPTION.

GuitarChild reserves the right to discontinue any aspect of the Services at any time, at which point your license to use such Services will be automatically terminated. In such event, GuitarChild shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued Services.

Upon termination for any reason, you must cease all use of the Services. Your termination for any reason shall not release you from any liabilities or obligations set forth in the Agreement which (a) have expressly been stated as surviving any such termination or expiration, or (b) remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration.

16. GOVERNING LAW

If you are a United States resident, the laws of the state of New York without regard to or application of its conflict of law provisions, will govern this Agreement and you agree that any claim or dispute you may have against GuitarChild must be resolved exclusively by a court located in the State of New York. If you are a resident of a country other than the United States, the laws of Finland, without regard to or application of its conflict of law provisions, will govern this Agreement and you agree that any claim or dispute you may have against GuitarChild must be resolved exclusively by a court located in Helsinki, Finland. **YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST GUITARCHILD ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

17. ASSIGNMENT, SEVERABILITY AND ENTIRE AGREEMENT

GuitarChild may assign the Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Agreement without GuitarChild's prior written consent and any unauthorised assignment and delegation by you is ineffective.



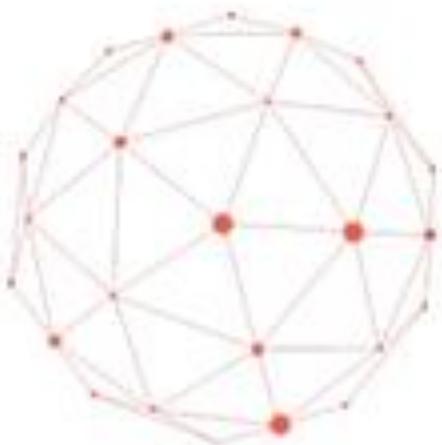
Integrated
Software
Services

The power of code

If any provision of the Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such provision will, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the terms, which shall continue to be in full force and effect.

GuitarChild's failure to enforce any right or provision of the Agreement shall not constitute or be deemed a waiver of such right or provision or waiver of such right or provision in the future.

The Agreement sets out the entire agreement between you and GuitarChild regarding the Services and supersedes all earlier agreements and understandings between you and GuitarChild.



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