Terms of Service

Real Absolute Pitch Terms of Service

Welcome to Real Absolute Pitch!

Thank you for using our services and products (“Real Absolute Pitch Service(s)” or “Service(s)”). These Real Absolute Pitch Terms of Service define the relationship between TigerStone1263, which provides Real Absolute Pitch Services, and users of Real Absolute Pitch (“User(s)”), who use such Services, with regard to the use of various Real Absolute Pitch Services, and contain useful information which may help you use Real Absolute Pitch Services.

By using our Services, you are deemed to have been notified of Real Absolute Pitch Terms of Service, and by signing up as a User, you are deemed to agree to be bound by these Real Absolute Pitch Terms of Service and additional relevant operation policies. Please take a moment to read these Real Absolute Pitch Terms of Service carefully.

Enjoy various Real Absolute Pitch Services.

Real Absolute Pitch provides a variety of Services that can make your training listening skills more convenient and fun. Real Absolute Pitch provides the same service contents to all of you in principle. However, in certain circumstances, it partially restricts use of its Services by providing different service contents and restricting the permitted time for use and frequency of use of its Services pursuant to applicable laws and regulations such as the Juvenile Protection Act or other special need in providing individual services.

You may sign up to be a User after reading and providing your consent to these Real Absolute Pitch of Service. Real Absolute Pitch completes the registration process by providing its approval and provides a Real Absolute Pitch Service user account (“Account”).

Real Absolute Pitch also provides group accounts so that members of a group may use Naver Service under a common account shared among such members. Individuals using the group account share a single account and ID but log in to the account and use various Services by entering individually set passwords. A group member can either be a manager or a member, and other members delegate an authority to the manager to represent the group members as well as manage the group member account. Accordingly, the manager may provide consent to additional terms and conditions or an amendment of the existing NAVER Terms of Service or withdraw from group membership with the group member account, and manage other members’ use of Naver Services such as members’ log-in method for group member account and posts (including deletion of posts). In principle, these NAVER Terms of Service shall be applied to all members, and each member shall bear joint and severable liability for other members’ use of service through the group account and ID.

Please check our user account policy and the Introduction to Naver group membership (group ID) within the Customer Center for details related to rights and joint liability of managers and members when using the group account.

We will value all contents provided by you.

Naver hopes your posts shared with other users through Naver Services will enrich the lives of all of us. Posts refer to various contents or files composed of signs, texts, voices, sounds, pictures, photographs, videos, links, etc. that you post on Naver Services in order to show them to yourself or others.

Naver promises to safely protect the contents that express your thoughts and emotions. Of course, you have your own rights such as intellectual property rights regarding the posts that you create and post.

Meanwhile, in order to duly provide the posts that you have posted through Naver Services, Naver needs to have a legitimate right to use your contents such as a license to store, copy, reproduce, modify, publicly transmit, display, distribute, and create derivative works (only limited to translation) of such contents (license without any restriction on term or territory and royalty free). Since you will be granting Naver such license by posting the content, you must have the necessary rights to do so.

Pursuant to applicable laws such as the Copyright Act of the Republic of Korea, Naver will exercise such license granted by you, to use your contents, only to the limited extent of exposing the contents within Naver Services, utilizing them for promotion of Services, conducting research and development on service operation, improving and developing new services; complying with legal obligations such as web accessibility; allowing search, collection and links from other sites. If Naver unavoidably needs to use your contents for other purposes, we will explain it to you and receive your consent in advance.

Moreover, valuable contents that you provide may be used by Naver and its affiliates for purposes of research and development related to artificial intelligence technology, etc. in order to improve Naver Services and offer new Naver Services. Naver will do its best to provide you with more convenient and useful service through continuous research and development.

Naver is committed to providing various means of making it easier for you to manage Naver or other users’ use of or access to the contents that you provide. If management functions to delete or make your contents private are provided within the Naver service, you may directly control others’ use of or access to your contents. Also, you may request measures to delete, make your contents private, or exclude your contents from search results to the Customer Center. However, for some Naver Services, it may be difficult to delete or make your contents private, so please check the details provided by Information and Notice sections under each Service and Help section under the Customer Center.

We safely protect your personal information.

To provide more convenient Services to users, Naver collects and uses Members’ personal information only to the extent of purposes and scope agreed by the Member and safely manages such personal information pursuant to applicable laws and regulations related to the protection of personal information. Naver’s efforts or other details related to safely processing relevant personal information of users and Members can be found in our Privacy Policy.

If you do not have a log-in or access record for a certain period of time, Naver may destroy or separately store your information after providing prior notice through e-mail, notification within the Services or other appropriate electronic means, and if there is insufficient information necessary to provide the Services as a result, Naver may unavoidably terminate the relevant service agreement.

Please respect the rights of others.

Posts you casually put on may result in infringement of rights of others such as infringement of copyright or defamation. In order to solve such problem, Naver manages Request for Notice and Take-down Service, pursuant to which a post may be taken down upon the request of the right-holder or posted again when the original poster made an objection, based on applicable laws such as the “Information and Communications Network Act” and “Copyright Act”. For more information about the details and procedures, please refer to Introduction to Request for Notice and Take-down Service within the Customer Center.

Meanwhile, when you use others’ contents through Naver Services, this does not mean that you have the intellectual property right over such contents. In order to freely use such contents, special caution is required as such use must be within the scope permitted by applicable laws such as the Copyright Act or you need separate permission from the person holding the intellectual property right to use such contents.

Naver grants you the authority to use relevant software accompanying Naver Services so that you can fully utilize Naver Services. In this case, please note that you are free to use such software only to the extent that it complies with Naver’s Terms of Use, that such authority is non- transferable, and that non-exclusive terms and Legal Notification will apply.

Take advantage of the various Points that Naver offers.

Naver provides points to help you use Naver Services efficiently. Points mean virtual data on Services with certain calculation unit which Naver provides in conjunction with your use of Naver Services by arbitrarily setting or adjusting the value. They do not have any property value and thus cannot be converted into cash or provided as a refund, but there are cases when the amount of points you have may affect your use of Naver Services, so please feel free to use them appropriately depending on each circumstance.

Naver may unavoidably have to adjust a part or all points after notifying you in advance if such adjustment is necessary to support efficient use of Naver Services or improve service operation. In addition, points may be extinguished on a regular basis based on the period designated by us, so please be mindful of this while you are using Naver service.

There are some precautions you should keep in mind with regard to use of Naver Services.

Naver is trying its best so that you can freely and conveniently enjoy Naver Services. However, we need your help and cooperation in order to ensure safer use of Naver Services and to ensure respect and protection of the rights of you and others. Your posting or use of Naver Services may unavoidably be limited for to ensure safe use of Services and protection of rights in the following events, so please check and comply with the following.

You should not provide false information regarding your name, date of birth, mobile phone number, etc. when you sign up as our member. Please make sure that the information registered in your member account is accurate and up-to-date. You should not sell, transfer, lend or provide your account as security or allow others to use it. Also, you should not use another person’s account which does not belong to you without permission. For detailed information, please refer to account policy.

Posts that directly or expressly threaten to physically harm others, posts that encourage or recommend self-harm or suicide to others, posts that expose undisclosed personal information such as personal identity or personal life of others, posts that constantly bully or harass others, posts that suggest, broker, induce or force prostitution, and posts that present a direct and severe threat to public safety may be restricted.

Posts identified as directly related to crime such as performing or aiding and abetting acts that are prohibited or subject to criminal sanctions under applicable laws, posts that promote, advertise or sell products or services which are prohibited from being promoted, advertised, or sold pursuant to applicable laws, and posts identified as infringing another person’s intellectual property right or violating another person’s rights through insults, invasion of privacy or defamation may be subject to limitation.

Posts that cause sexual humiliation or development of distorted view towards sexuality by depicting provocative and explicit sexual activities, posts that contain violent and stimulating contents which may cause sense of brutality or displeasure, posts that deceive another person by impersonating someone other than oneself or raising a false claim, and posts that cause serious feeling of aversion or displeasure by continuing to use excessive profanity and abusive language may be restricted.

Posts that were posted through abnormal use of Naver service functions such as utilization of automated means and posts that do not correspond with the purpose of providing Service by each individual Naver Service may also be subject to restriction as they cause inconvenience to other users’ normal use of Naver service as well as interfere with Naver’s smooth provision of Services. For details of other posts that are subject to restriction, please refer to posting operation policy and each individual service’s terms and conditions and operation policy of each individual Service.

Users should not use Naver Services in ways which do not correspond with Naver’s purpose of providing its services, which is based on the premise that it is the certain user (person) himself or herself that actually uses Naver’s Services, such as joining or attempting to join as a Member, logging in or attempting to log in to Naver service, posting or attempting to post on Naver Service, engaging in communication through Naver service (e.g., e-mail, messages), collecting ID or posts on Naver Services, searching with certain query terms on Naver search service or selecting (i.e., click) certain item among the search results by using automated means (e.g., macro program, robot (bot), spider, scraper, etc.) without the prior permission from Naver, or attempt to disable Naver’s technical measures to block such abuse of Naver Services (e.g., accessing by constantly changing IPs, making a detour or disabling Captcha through external solution, etc.).

Users should not insert various contents or files composed of signs, texts, voices, sounds, pictures, photographs, videos, links, etc. in spaces where advertisements are posted or other spaces on Naver Services by using automated means without the prior consent of Naver. In addition, users may not copy, modify, sell, transfer, lend, provide as security or give another person the permission to use Naver Services or software contained in Naver Services. Reverse engineering, attempting to extract source code, copying, deconstructing, imitating or otherwise altering the software contained in Naver Services is also prohibited (however, if the software is an open source, its own terms and conditions will apply). Moreover, uploading viruses or other malicious codes or abnormal use of service functions in order to interfere with smooth operation of Naver Services is prohibited.

Naver provides support to ensure stable and smooth use of Services through provision of posting operation policy, terms and conditions or operation policy under each individual Service, Information and Notice sections under each Service and Help section under the Customer Center, within the scope of these NAVER Terms of Service. Each specific policy contains more detailed precautions for your reference, so please check each policy using the links provided in the main body of these NAVER Terms of Service and applicable webpages.

If Naver has to restrict the use of Services for inevitable reasons, it will comply with reasonable procedures.

While Naver promises to handle your contents containing various information and opinion with care, if your post is in violation of applicable laws or any terms in these NAVER Terms of Service Naver may delete or make such contents private contents or refuse to post such contents. However, this does not mean that Naver is obligated to review all contents.

Moreover, if you do not comply with applicable laws or violate any provisions in these NAVER Terms of Service, Naver may check the details of your related action, and depending on the results, provide precautions regarding the use of Naver Services or restrict the use of Services by suspending a part or all of Naver Services on a temporary or permanent basis. If Naver believes that it would be difficult to maintain the NAVER Terms of Service as a whole even after restricting the use of Services as provided above, Naver may inevitably terminate these NAVER Terms of Service entered into between you and NAVER.

If we have to restrict your use of Services for unavoidable reasons, we will follow the above-mentioned step-by-step principle regarding restriction on use of Services unless matters that require urgent actions to prevent risks or damages are involved due to apparent violation of laws or infringement of another person’s rights. Please be mindful that all points and other benefits acquired through the use of Services will be extinguished and not separately be compensated in the event of our immediate suspension of Services on a permanent basis unavoidably due to apparent violation of laws. For conditions of restriction on the use of Services and other details, please refer to account policy and operation policy under each individual Service.

Naver will take responsibility for its own fault.

If you suffer from any damage while using Naver Services due to willful misconduct or negligence of Naver, Naver will compensate your damages pursuant to applicable laws. However, Naver will not be liable for any damages that were incurred because Naver was unable to provide its Services due to any force majeure events or user was unable to use the Services due to his/her own willful misconduct or negligence.

Even in the case where Naver is liable for damages, Naver shall not be liable for special damages, indirect damages, or other punitive damages that are normally impossible to foresee or those that arise from special circumstances, unless there is a special provision in applicable laws.

Meanwhile, unless there are special circumstances, Naver shall not be liable for damages incurred by exchange of opinion, transaction, etc. between you and other members by the medium of Naver service or damages incurred by depending on contents such as other person’s posts that were posted on the service.

You may terminate these NAVER Terms of Service at any time.

Although it is a pity for Naver, members may apply for termination of this Term of Service and withdraw from Naver membership at any time, and in such case, Naver shall process such application pursuant to applicable laws, etc. without delay.

Upon termination of these NAVER Terms of Service, all data of Members including all posts related to the member’s account will be deleted and become irrecoverable unless applicable laws and the privacy policy allow Naver to retain a certain user’s information. However, even in this case, posts separately stored or scrapped by other members or replies registered in public bulletin board will not be deleted, so please delete such posts before you apply for termination and then deactivate your membership.

Certain Naver Services contain advertisements.

While using various Naver services, you may notice that some individual Services contain advertisements from time to time. You are responsible for any data telecommunications fees incurred while using Naver Services pursuant to a data plan of a telecommunications service provider that you subscribe to, and you are also responsible for any additional fees incurred while viewing the advertisements contained in such Services.

There are circumstances where you need to watch unwanted advertisements in order to use the Naver Services that you would like to use. This allows Naver to provide its various Services free of charge, and this also becomes the basis for providing better Services by allowing Naver to invest in research and development. The fact that other companies have been charging users for use of the main services while emphasizing services without advertisements supports this point.

Naver will always try to think of ways to minimize your inconvenience or burden on you and make improvements.

Naver will make sure to notify you of any suspension or modification of its Services.

While Naver is trying its best to provide its Services in a stable manner, 24 hours a day, all year around, Naver may have no other choice but to suspend its Services in part or in whole if there are any significant operational issues such as repair, inspection, replacement or disconnection of information communication facilities such as computers or servers.

Meanwhile if there is a significant need for service operation or improvement, Naver may change, modify or terminate Services in part or in whole. If Services are changed, modified or terminated in whole or in part, Naver shall not make any separate compensation unless there is a special provision in applicable laws.

In this case, if the event can be foreseen, Naver shall provide prior notification before a considerable period of time, and if the event cannot be foreseen, Naver shall provide an ex post facto notification and detailed explanation regarding the situation without delay. Also, if the services are suspended, Naver shall provide you reasonable and sufficient opportunities to back up your own contents.

Naver will guide you through the main points and pay attention to your valuable opinion.

Naver will make every effort to provide important information necessary for using the Services in a timely manner. When notifying its Member, Naver will provide individual notice through e-mail, notification within the Services or other appropriate electronic means. If notification to all Members is necessary, however Naver will post relevant information on the startup page of Naver domain’s websites such as www.naver.com and applications (apps) or through its announcements, for more than seven days.

Naver will pay attention to your valuable opinion. You may at any time provide your opinion or communicate matters requiring improvement related to the use of Services through the Customer Center, and Naver will provide an update on how it handles such matters and the results to the reasonable extent.

Naver posts these NAVER Terms of Service and operation policies so that you can easily notice them and makes modifications after providing prior notification.

Naver displays these NAVER Terms of Service on its startup page so that you can easily see detailed NAVER Terms of Service.

Naver may modify these NAVER Terms of Service as well as account policies and posting operation policies from time to time, provided that such modifications will only be made to the extent they do not violate any applicable laws and Naver will notify Members of reasons for such modifications and the effective date of such modifications within the Services in advance. Moreover, in the event of material modifications of these NAVER Terms of Service that may put you at a disadvantage, Naver shall make notifications of such modifications at least 30 days in advance within the applicable Services, and provide an individual notice to you through separate electronic means (e-mail, notification within the Services, etc.).

Naver waits for your comments on modifications from the date Naver posts the modified terms and conditions until the effective date of such modifications. If your comments are not received during the above time period, you will be deemed to have consented to using the Services pursuant to the modified terms and conditions. Although Naver is not happy about this, Naver may not be able to provide applicable Services that are subject to the modified terms and conditions to you anymore if you do not consent to the modified terms and conditions.

While these NAVER Terms of Service apply to Naver Services by default, sometimes additional terms and conditions or operation policies other than these NAVER Terms of Service may additionally apply in order to reflect unique characteristics of individual Services. Therefore, in the event of any conflict between the additional terms and conditions or account policies or posting operation policies and these Terms of Service regarding the provision of such individual Services, the additional terms and conditions and operation policies shall prevail. Please check the details provided on the startup page of each individual Service.

This English version of the NAVER Terms of Service is a translation based on the original Korean version of the NAVER Terms of Service. If there is any conflict between these two versions, the original Korean version of the NAVER Terms of Service shall prevail. The relationship between you and Naver in relation to the NAVER Terms of Service or Naver Services shall be governed by the laws of Republic of Korea, and any dispute arising between you and Naver arising out of or in connection with the NAVER Terms of Service or Naver Services, shall be resolved in accordance with the procedures set out in the Civil Procedure Act of Republic of Korea.

Date of announcement: March 30, 2018

Effective date: May 1, 2018

If you have any inquiries about Naver Services, please contact Customer Center (contact number: 1588-3820/ open weekdays 09:00~18:00).

Confirm

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