

ChordBoardMusic.com's Terms of Use

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Version 1.0.

The following terms and conditions (these "**Terms**") govern your access to and use of the websites of Chord Board, LLC and its subsidiaries and affiliates (collectively, "**Chord Board**," "**our**," "**we**," or "**us**") located at www.chordboardmusic.com (together with any sub-domains thereto and future websites the Chord Board operates), including any content, functionality, accounts, and services offered on or through such website (collectively, the "**Website**"), whether as a guest or a registered user.

Please read these Terms carefully before you start to use the Website. By using the Website or by clicking to accept or agree to these Terms when this option is made available to you, you accept and agree to be bound and abide by these Terms, our [Privacy Policy](#) (which is incorporated herein by reference) and all applicable laws and regulations.

Please be advised that by subscribing to our services or purchasing our product licenses, you will also be subject to the relevant user agreement that applies to the specific license or subscription you purchased, which can be found at [Chord Board End Software User License Agreement](#) ("**User Agreement**"). If there is any conflict between these Terms and any User Agreement, the User Agreement will govern with respect to that particular product or service.

IMPORTANT NOTICE: THESE TERMS CONTAINS A WAIVER OF JURY TRIALS AND CLASS ACTIONS GOVERNING DISPUTES ARISING FROM USE OF THE SERVICES AND PLATFORM (EACH AS DEFINED BELOW). IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE GOVERNING LAW/JURISDICTION AND WAIVER OF JURY TRIALS CLASS ACTIONS SECTION BELOW. PLEASE READ CAREFULLY.

1. Right to Use the Website

Chord Board grants you a personal, non-exclusive right to use the Website. The Website remains the sole property of Chord Board or its third-party licensors or providers. The Website is protected by copyright, trademark, and other U.S. and foreign laws. These Terms do not grant you any right, title, or interest in the Website or Chord Board trademarks, logos, or other brand features.

2. Eligibility

Persons creating Accounts (as defined below) agree as a condition of use that they are (i) 18 years of age or older; or (ii) if under 18, have parental permission to access materials and are over 16 years of age.

If you are using the Website on behalf of a corporation or other organization, you represent and warrant that you can agree to these Terms on behalf of such organization and all references to “you” throughout these Terms will include such organization, jointly and severally with you personally.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. If any applicable law, rule, or regulation prohibits you from accessing the Website, you may not access it.

3. Permitted Use

You may only use the Website and the Services for lawful purposes and in accordance with these Terms. All commercial and/or unauthorized use of the Website or any Service is strictly prohibited. You agree not to use the Website or any Service:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate Chord Board, a Chord Board employee, another user, or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website or that, as determined by us, may harm Chord Board or users of the Website.
- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party’s use of the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Otherwise attempt to interfere with the proper working of the Website.

4. Accounts

The Website contains certain areas and contents that are accessible to all persons and contains areas that may be accessed only by valid, active account holders after login with assigned username and password credentials through a personal user account (“**Account**”). You shall provide accurate, complete, and current Account information and, as applicable, timely update the same. You are solely responsible for the activity that occurs on the Account, including usage via any interfaces or connectors to the Account, and for keeping your Account credentials secure. You also acknowledge that your Account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You shall remain solely responsible for the activity arising out of any failure to keep your Account details confidential and notify Chord Board promptly of any breach of security or any known unauthorized use of the Account. Notwithstanding deletion of the Account, Chord Board may retain your data as reasonably necessary for compliance with applicable law. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, using any interactive features on the Website, is governed by our Privacy Notice, and you consent to all actions we take with respect to your information consistent with our Privacy Notice.

5. Services

Chord Board offers various services through this Website (collectively, the “**Services**”), including, but not limited to, our chatbot found on the Website that provides customer support and account management services by issuing responses (including in certain circumstances, artificial intelligence (AI) responses to your support and services inquiries) (“**Our Support Chatbot**”), and online courses and informative tutorials to the Website’s users (“**Online Courses**”).

To ensure you can successfully participate in the Services, we recommend that you review the performance of your technology, as we cannot accept any responsibility for slow loading, latency, or failure to view or access streamed sessions, recordings, audio, or other online content forming part of any Service. We reserve the right to limit the use of any

Service to any person, geographic region, or jurisdiction. All Service descriptions and pricing are subject to change at any time without notice, at our sole discretion. Additionally, we reserve the right to discontinue any Services at any time.

CHORD BOARD DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS.

Chord Board makes no warranty or representations regarding the use of any Service in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability, or otherwise.

Your use of the Website and Services is solely at your own risk.

6. Song Sharing

The Service for sharing Songs (when available) allows you to upload your Chord Board Songs to share and keep track of applicable Songs under your User Account, depending on the Services you have purchased and written notices through our Service.

You acknowledge and agree that Chord Board is not obliged to create and maintain archival records and copies of any Songs at any time, provided, however, Chord Board uses reasonable efforts to keep copies of your Songs and any contained meta data or other information that you submit in direct connection with such Songs (e.g., song name, artist name, genre, etc.), that you upload to the Service for the purpose of using the Service which is considered a “Private User Submission” as per Section 9 below. You may only upload to the Website Songs in which you have all necessary intellectual property rights and licenses required to use the Songs and to grant to Chord Board the related rights and license as set forth in these Terms.

You acknowledge that each Song is stored for you “As Is.”

7. Online Courses

When courses become available, we do not offer a refund for any reason for cancellations of an Online Course. Please be aware that although we might offer a “Chord Board Certificate” upon completion of an Online Course, we offer no professional accreditation in connection with our Online Courses by issuance of this certificate or otherwise. Descriptions and fees for our Online Courses may be found on the Website.

8. Our Support Chatbot

Our Support Chatbot, when available, is based on proprietary algorithms and machine learning models designed to assist with customer inquiries by referencing information

available on the Website support sections and content specific to the Website and Services. While Our Support Chatbot strives to provide accurate and helpful information, the responses that Our Support Chatbot generates are not infallible and may not always reflect the most current company policies or industry standards.

By submitting a question/prompt in Our Support Chatbot, you consent to our monitoring and recording of your question(s)/prompt(s) and Our Support Chatbot's response(s) (the "**Conversations**"). Chord Board collects, processes, retains, and uses the Conversation for the following purposes: communication with you, fraud prevention, research, development, analytical and archival purposes, and to improve, maintain and provide Our Support Chatbot or other Services, and to assist you further if you contact us. Chord Board may associate your Conversations to other information about you, including but not limited to your IP address, location, name, or social media profile and to your Account. You agree that if you include your contact information, such as your telephone number or email address, we may use your contact information to associate information about you to the Conversations and contact you using the contact information you provided.

You bear sole responsibility for your use of Our Support Chatbot and your interaction and reliance on the information it provides. Generally, you are encouraged to verify any AI-generated information before relying on it. Chord Board shall not be held liable for any errors or omissions in the information that Our Support Chatbot provides and shall not be liable for any damages or decisions made based on such information.

While using Our Support Chatbot, if you discover any inaccuracies in the information it provides, please feel free to contact us at support@chordboardmusic.com to report the inaccuracies.

9. User Submissions; Feedback

The Website may contain message boards, chat rooms, personal web pages or profiles, forums and bulletin boards, and other interactive features that allow users to post, submit, publish, display, or transmit to other users or other persons content or materials (collectively, "**User Submissions**"). User Submissions are public by default. However, the Website may permit you to designate some User Submissions (such as, for example, presets) as "private" solely for your own use (in accordance with the instructions set forth on the Website) (collectively with Songs, "**Private User Submissions**"); *provided, however*, that once you have uploaded a User Submission to the Platform as public (*i.e.* without a "private" designation), such User Submission always will be considered a "**Public User Submission**." Accordingly, Public User Submissions may not be designated as a Private User Submission at any time after the initial submission, and any and all

licenses you have granted thereto pursuant to these Terms will continue in accordance with its terms. By posting User Submissions, you agree that you are solely responsible for your User Submissions and the consequences of posting, publishing, or uploading them and that Chord Board is not responsible or liable for any User Submissions.

We do not guarantee any confidentiality with respect to any Public User Submissions. You acknowledge that all Public User Submissions may be viewed by other users of the Website and on public search engines. We will not include any Private User Submissions in Website search results, and only you will be able to access the Private User Submissions, subject to the licenses granted herein and the Chord Board Privacy Notice. Notwithstanding the foregoing, if you share any Private User Submissions via link with any third party, the link will be able to be redistributed with no limitation.

As between you and Chord Board, you own all Private User Submissions, and you are only granting Chord Board the following non-exclusive license: A worldwide, transferable, and sublicensable right to use, copy, modify, distribute, publish and process Private User Submissions to offer the Website and provide the Services, without any further consent, notice and/or compensation to you or others, subject to the Chord Board Privacy Notice. You can end this license for Private User Submissions by deleting such submissions from the Services or generally by closing your Account, except for the reasonable time it takes to remove from backup and other systems. Notwithstanding the foregoing, third parties may submit content or material that are identical or similar to your Private User Submissions (“**Third-Party Submissions**”), and you acknowledge and agree that you have no right, title or interest in or to any Third-Party Submissions.

However, any Public User Submissions you post to the Website will be considered non-confidential and non-proprietary, and, accordingly, Chord Board and all third parties have the right to reproduce, distribute, create derivative works of, and otherwise use of your Public User Submissions for any purpose, and you hereby waive any moral rights in your Public User Submissions to the extent permitted by law.

You can submit to Chord Board via the Website or otherwise questions, comments, suggestions, and ideas (“**Feedback**”). Any Feedback you provide to us shall be deemed to be non-confidential and non-proprietary, and, accordingly, Chord Board shall be free to use such information on an unrestricted basis.

You agree that you will not post any of the following prohibited content anywhere on the Website or upload to any Service:

- Confidential information or other information that you do not have the right to disclose (whether under contractual obligation or otherwise).

- User Submissions that may be misleading or deceptive.
- Advertising, marketing, or promotional material or other unauthorized commercial communications.
- User Submissions that you do not have the right to post or otherwise transmit, such as content that is protected by copyright, trademark, or any other proprietary right (unless you have express, written permission from the owner and, where applicable, include appropriate acknowledgement).
- User Submissions that contain a virus or other harmful or potentially harmful code.
- User Submissions that defame, harass, bully, or threaten others.
- User Submissions that discuss illegal activities, with the intent to commit such illegal activities.
- User Submissions that contain obscene, violent, sexually explicit or offensive language or images.
- User Submissions that are unlawful.
- User Submissions that are otherwise harmful or potentially harmful to us or others, including audio content or preset settings that may be harmful to others.
- Miss-tags on presets and audio ID's.

10. Monitoring and Enforcement

We have the right to:

- Remove, suspend, or refuse to post any User Submission for any or no reason in our sole discretion.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms.

We do not undertake to review all material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party.

11. Fees

Fees for Online Courses other Services, licenses, and products are posted on the Website. Chord Board may at any time, without notice or upon notice as required by applicable law, change the prices of any of its offerings, institute new charges or fees, or change the conditions associated with particular fees. Failure to pay Service fees in a timely fashion will result in discontinuation of Service.

To make any purchases from the Website, you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. Alternatively, you may contact sales at www.chordboardmusic.com/contact or by email at support@chordboardmusic.com. All prices advertised are subject to such changes and, unless otherwise indicated, are in US Dollars. Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates).

While we try and ensure that all details, descriptions, and prices that appear on the Website are accurate, errors might occur. If we discover an error in the price of any goods that you have ordered, we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. If your order is cancelled and you have already paid, you will receive a full refund.

12. Digital Millennium Copyright Act Notice

Chord Board responds to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act and works to ensure that content on the Website does not infringe upon copyrights of third parties. If you believe that your copyrights have been infringed, please notify our DMCA designated agent as follows:

- A physical or electronic signature of the copyright owner or the person authorized to act on behalf of the copyright owner that is allegedly infringed;
- A description of the work that you claim has been infringed and a description of the infringing activity;
- A description of where the material that you claim is infringing is located, such as the URL where it is posted;

- Your name, address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use of the material is not authorized by the owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Chord Board for notice of claims of copyright infringement can be reached as follows.
support@chordboardmusic.com.

13. Data Protection and Privacy

Please review the [Chord Board Privacy Policy](#), which govern collection, use, and disclosure of your personal information, including all data associated with your use of the Website.

14. Disclaimer

We strive to provide great Services, but there are certain things that we can't guarantee. WE DO NOT INDEPENDENTLY VERIFY THE ACCURACY OR RELIABILITY OF THE WEBSITE OR SERVICES. EXCEPT AS MAY BE EXPRESSLY WARRANTED IN THE APPLICABLE USER AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. CHORD BOARD AND ITS THIRD-PARTY LICENSORS OR PROVIDERS SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

EXCEPT AS MAY BE EXPRESSLY WARRANTED IN THE APPLICABLE USER AGREEMENT, CHORD BOARD AND THIRD-PARTY LICENSORS OR PROVIDERS MAKE NO WARRANTY THAT: (i) THE WEBSITE WILL MEET YOUR REQUIREMENTS, (ii) THE PROVISION OF THE WEBSITE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY SOFTWARE, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE USE OF THE WEBSITE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE WEBSITE WILL BE CORRECTED. NEITHER WE, NOR OUR LICENSORS OR SUPPLIERS, GUARANTEE THE RELIABILITY, ACCURACY, COMPLETENESS, SAFETY, TIMELINESS, LEGALITY, USEFULNESS, ADEQUACY, OR SUITABILITY OF THE WEBSITE. THE WEBSITE MAY BE INCOMPLETE OR INACCURATE AND, ACCORDINGLY, YOU AGREE TO EXERCISE CAUTION, DISCRETION AND COMMON SENSE WHEN USING THE WEBSITE.

Some jurisdictions do not allow the disclaimer of implied warranties, so a portion of the foregoing may not apply to you, in which case the duration of any such implied warranties is limited to the minimum period permissible under applicable law.

15. Limitation of Liability

NEITHER CHORD BOARD NOR ANYONE ELSE CONNECTED WITH THE WEBSITE IN ANY WAY CAN BE RESPONSIBLE FOR THE APPEARANCE OF ANY INACCURATE INFORMATION OR FOR YOUR USE OF THE INFORMATION CONTAINED IN OR LINKED FROM THE WEBSITE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE, OR OUR THIRD-PARTY LICENSORS OR PROVIDERS, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO ACCESS THE WEBSITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK DISRUPTIONS, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. CHORD BOARD SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF THE WEBSITE AND/OR ANY MATERIAL LINKED THROUGH THE WEBSITE.

EXCEPT AS MAY BE EXPRESSLY WARRANTED IN THE APPLICABLE USER AGREEMENT, UNDER NO CIRCUMSTANCES WILL CHORD BOARD' DIRECT LIABILITY ARISING OUT OF USE OF THE WEBSITE EXCEED THE GREATER OF (I) THE AMOUNT YOU HAVE PAID CHORD BOARD FOR SUCH USE OR (II) \$10.00. SOME JURISDICTIONS DO NOT PERMIT SOME OF THE ABOVE LIMITATIONS OF LIABILITY, AND THEREFORE THIS MAY NOT APPLY TO YOU.

16. Indemnification

You agree to indemnify and hold Chord Board and its officers, directors, employees, and agents harmless from and against any and all liability, losses, claims, demands, or costs of any kind, including reasonable attorneys' fees and costs of litigation, arising from your violation of these Terms.

17. Third-Party Vendors

Your correspondence or business dealings with, or participation in promotions of, third-party vendors found on or through the Website are solely between you and such advertiser or third-party vendor. Any question, complaints, or claims should be directed to the appropriate third-party vendor. You agree that Chord Board shall not be responsible or

liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third-party vendors on the Website.

18. Links

The Website may provide links to other websites. Because we have no control over such sites, you acknowledge and agree that Chord Board is not responsible for the availability of such external sites and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites. You further acknowledge and agree that Chord Board shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or products available on or through any such linked site. You should follow the link to the terms of use on the appropriate page for such sites to determine which company's terms of use governs such sites.

19. Force Majeure

Chord Board will not be liable for any failure of performance to the extent such failure is due to any cause or causes beyond Chord Board's reasonable control, including acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions, governmental action, acts of terrorism, strikes and similar labor difficulties, war, sabotage, pandemic, internet-access issues, denial of service attacks, shortage or unavailability of supplies, and other mechanical, electronic, or communications failures or degradation. Chord Board's invocation of this clause will not relieve you of your obligation to pay any fees owed to Chord Board.

20. Governing Law/Jurisdiction and Waiver of Jury Trial and Class Actions

These Terms and the interpretation of these Terms will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles and specifically will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, or the Uniform Computer Information Transactions Act (UCITA). Any cause of action or claim you might have with respect to these terms must be commenced within one (1) year after such claim or cause of action arises or shall be deemed waived.

EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY AND ALL RIGHTS TO BRING OR PARTICIPATE IN A CLASS ACTION OR MULTI-PARTY ACTION IN ANY ACTION, PROCEEDING, OR COUNTER-CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. ALL CLAIMS AND DISPUTES ARISING OUT OF

THIS AGREEMENT MUST BE LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS.

21. Severability; English Language

If any provision in these Terms should be held illegal or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from these Terms if no such modification is possible, and the other provisions of these Terms shall remain in full force and effect. The controlling language of these Terms is English. If you have received a translation into another language, it has been provided for your convenience only.

22. Modifications

We retain the right, at our sole discretion, to modify these Terms at any time. Whenever we modify these Terms in substance, the label “updated” will be displayed next to the link “Website Terms” in the footer to the Website, which link leads to these Terms. The “updated” label will be removed after thirty (30) days or when you visit the updated Terms to read them, whichever comes sooner. Please make sure you read the updated Terms before using the Website.

If any portion of these Terms is unacceptable to you or will cause you to no longer be in compliance with these Terms, you should discontinue use the Website and all Services. Your use of the Website now or following changes in these Terms means that you have accepted and are bound by the changes. It is therefore important that you check the current version available from time to time and ensure you are updated as to any changes.

23. Entire Agreement

These Terms constitute the entire agreement between you and Chord Board with respect to the subject matter of these Terms and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. Our past, present, and future affiliates and agents can invoke our rights under these Terms in the event they become involved in a dispute with you. Otherwise, these Terms do not give rights to any third parties.

If you have any questions about these Terms, please contact support@chordboardmusic.com.