



SONGTOOLS TERMS OF USE (TOS)

By signing and subscribing to the platform, ("SongTools") you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trademark law.

DESCRIPTION OF SERVICE

SongTools is a platform that provides users with access to a varied collection of music discovery and promotion tools, including Playlister Club, SongFly, SongFolder, SongPage, SongBlog and PlaylistPulse, for those creating, curating and promoting music now known or hereafter developed (the "Service"). You also understand and agree that the Service may include advertisements and that these advertisements are necessary for SongTools to provide the Service. You also understand and agree that the Service may include certain communications from SongTools, such as service announcements, user messages, administrative messages and your personal SongTools profile updates, and that these communications are considered part of SongTools membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that may augment or enhance the current Service, including the release of new SongTools properties, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that SongTools assumes no responsibility for the timeliness, deletion or failure to store any user communications or personalization settings.

YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the "Registration Data"), (b) If you open an account on behalf of your company, then "you" includes you and your company, and you represent and warrant that you are an authorized representative of your company with the authority to bind the entity to these Terms of Use, and that you agree to these Terms on your company's behalf, (c) you give us permission to access and use your information from third party services (e.g., Spotify, Twitter, Facebook) and to store your authentication credentials for that third-party service (d) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or SongTools has reasonable grounds to suspect that such information is



untrue, inaccurate, not current or incomplete, SongTools has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof); (e) respect the rights of third party creators and content owners.

FREE SERVICES

SongTools may make Free Services available to you. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to you without charge up to certain limits set forth by SongTools and subject to change without notice. You agree that SongTools, in its sole discretion and for any or no reason, may terminate access to the Free Services or any part thereof. You agree that any termination of access to the Free Services may be without prior notice, and Customer agrees that SongTools will not be liable to you or any third party for such termination.

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY SONGTOOLS" SECTION BELOW, THE FREE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND SONGTOOLS SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE SONGTOOLS' LIABILITY WITH RESPECT TO THE FREE SERVICES SHALL NOT EXCEED \$10.00. WITHOUT LIMITING THE FOREGOING, SONGTOOLS AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE FREE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE FREE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE FREE SERVICES WILL BE ACCURATE.

SUBSCRIBING TO THE SERVICE

You will pay subscription fees specified in Price Packages offer online. Except as otherwise specified herein, (i) subscription fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non- cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term. You will provide SongTools with valid and updated credit card information, or a Paypal payment transaction or alternative payment method acceptable to SongTools. If you provide credit card information to SongTools, You authorize SongTools to charge such credit card for the amount listed in the Price Package for the initial subscription term and any renewal subscription term(s) as set forth in the price package information provided online. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable price package. If the price package specifies that payment will be by a method other than a credit card,



SongTools will invoice you in advance. You are responsible for providing complete and accurate billing and contact information to SongTools and notifying SongTools of any changes to such information. You agree subscription fees are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by SongTools regarding future functionality or features. You are responsible for any charges assessed by your bank or payment provider. SongTools' fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchases hereunder.

ALL SALES ARE FINAL. YOU SHOULD BE AWARE THAT WE DO NOT OFFER REFUNDS FOR PAID SUBSCRIPTIONS UNDER ANY CIRCUMSTANCE.

SONGTOOLS PRIVACY POLICY

SongTools is concerned about the safety and privacy of all its users, particularly children. For this reason, parents of children under the age of 13 who wish to allow their children access to the Service are responsible for supervision of that access. When you register a SongTools account for your child or allow your child to register his or her own SongTools account, you certify that you are at least 18 years old and that you are the legal guardian of the child/ children accessing the site. By allowing access to your child, you also give your child permission to access many areas of the Service. Please remember that the Service is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the Service areas are appropriate for your child. Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by SongTools and its affiliates.

MEMBER ACCOUNT, PASSWORD AND SECURITY

You will create a password and account designation during the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify SongTools of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. SongTools cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.



MEMBER CONDUCT

SongTools does not control the content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such content. You understand that by using the Service, you may be exposed to content that is offensive, indecent or objectionable. Under no circumstances will SongTools be liable in any way for any content, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to: Impersonate any person or entity, including, but not limited to, a SongTools official, playlist curator, reviewer, administrator, artist, music label or user, or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Service; upload, post, transmit or otherwise make available any material that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); upload, post, transmit or otherwise make available any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party; upload, post, transmit or otherwise make available any unsolicited or unauthorized submission, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

You acknowledge that SongTools may or may not pre-screen content, but that SongTools and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any content that is available via the Service. Without limiting the foregoing, SongTools and its designees shall have the right to remove any content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content. In this regard, you acknowledge that you may not rely on any content submitted to SongTools.

You acknowledge, consent and agree that SongTools may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of SongTools, its users and the public.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these



materials is subject to usage rules set by SongTools and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

USER-GENERATED CONTENT

You may post, upload, and/or contribute content to the Service (which may include, for example, pictures, text, messages, information, playlist compilations, and/or other types of content) ("User Content"). You promise that, with respect to any User Content you post on SongTools, (1) you have the right to post such User Content, and (2) such User Content, or its use by SongTools as contemplated by the Agreements, does not violate the Agreements, applicable law, or the intellectual property (including without limitation copyright), publicity, personality, or other rights of others or imply any affiliation with or endorsement of you or your User Content by SongTools or any artist, band, label, entity or individual without express written consent from such individual or entity. You are solely responsible for all User Content that you post. SongTools is not responsible for User Content nor does it endorse any opinion contained in any User Content. YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST SONGTOOLS RELATED TO USER CONTENT THAT YOU POST, THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, YOU WILL INDEMNIFY AND HOLD SONGTOOLS HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF SUCH CLAIM.

SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

REPRESENTATION, WARRANTIES AND INDEMNIFICATION

You hereby represent and warrant that: (a) you have all necessary authority, rights and permissions to submit the Materials and grant the licenses described in these Terms of Service, (b) the Materials are accurate, current and complete, (c) the Materials and your use of the Service shall not infringe or misappropriate any copyright, trademark, trade secret, patent, or other intellectual property right of any third party or violate any other rights of third party, including, without limitation, any rights of privacy or publicity or any contractual rights, (d) the Materials and your use of the Service shall not violate any applicable law or regulation or cause injury to any person; (e) your use of the Service shall not violate any



agreements between you and a third party. You agree to indemnify and hold SongTools and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your SongTools Profile), use of the Service, or access to the Service.

GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that SongTools may establish general practices and limits concerning use of the Service, including without limitation, the maximum number of messages that may be sent from or received by an account on the Service, the maximum size of any content that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on SongTools' servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that SongTools has no responsibility or liability for the deletion or failure to store any content maintained or transmitted by the Service. You acknowledge that SongTools reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that SongTools reserves the right to modify these general practices and limits from time to time.

MODIFICATIONS TO SERVICE

SongTools reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that SongTools shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

TERMINATION

You agree that SongTools may, under certain circumstances and without prior notice, immediately terminate your SongTools account and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement, third parties or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected



technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment or disputes of any fees owed by you in connection with the Services. Termination of your SongTools account includes (a) removal of access to all offerings within the Service, including but not limited to SongTools blogs, articles, profiles, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of the Service. Further, you agree that all terminations for cause shall be made in SongTools's sole discretion and that SongTools shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Service. Company shall have no liability to you or any third party should Company modify or discontinue any service or an aspect thereof.

DEALINGS WITH USERS

Your correspondence or business dealings with, or participation in promotions of, users found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such user. You agree that SongTools 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 users on the Service.

LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because SongTools has no control over such sites and resources, you acknowledge and agree that SongTools is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that SongTools 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 services available on or through any such site or resource.

SONGTOOLS' PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in sponsor advertisements or information presented to you through the Service or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by SongTools or advertisers, you agree not to modify, rent, lease, loan, sell,



distribute or create derivative works based on the Service or the Software, in whole or in part.

SongTools grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by SongTools for use in accessing the Service.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SONGTOOLS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SONGTOOLS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SONGTOOLS OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SONGTOOLS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF



PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SONGTOOLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

NOTICE

SongTools may provide you with notices, including those regarding changes to the TOS, by email, regular mail or postings on the Service.

TRADEMARK INFORMATION

The SongTools and SongTools logo trademarks and service marks and other SongTools logos and product and service names are trademarks of SongTools. (the "SongTools Marks"). Without SongTools's prior permission, you agree not to display or use in any manner the SongTools Marks. Other product and company names may be trademarks or service marks of their respective owners.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

SongTools respects the rights of third party creators and content owners and expects that you will do the same. Given the nature of the Service and the volume of information submitted, SongTools cannot and does not monitor all of the materials posted or transmitted by you and other third-party information providers via the Service, including, without limitation, any materials posted via the Service. You expressly agree that Company will not be liable for materials. However, SongTools may, in appropriate circumstances and



at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide the SongTools Team the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; a description of the copyrighted work or other intellectual property that you claim has been infringed; a description of where the material that you claim is infringing is located on the site; your address, telephone number, and email address; a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

DISPUTE RESOLUTION

Any claim or controversy arising out of or relating to the use of SongTools, to the goods or services provided by SongTools, or to any acts or omissions for which you may contend SongTools is liable, including but not limited to any claim or controversy ("Dispute"), shall be finally, and exclusively, settled by arbitration in New York, from which arbitration there shall be no appeal. The arbitration shall be held before one arbitrator under the Commercial Arbitration rules of the American Arbitration Association ("AAA") in force at that time. The arbitrator shall be selected pursuant to the AAA rules. The arbitrator shall apply the substantive law of the State of Florida, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. To begin the arbitration process, a party must make a written demand therefore. Each party shall bear its own costs and attorneys' fees. Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction in New York. The arbitrator shall not have the power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential, punitive or exemplary damages, and each party irrevocably waives any claim thereto. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation of arbitration under this Agreement with arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved. THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND SONGTOOLS WILL BE RESOLVED BY BINDING ARBITRATION. YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. YOU ACKNOWLEDGE AND AGREE THAT YOU AND SONGTOOLS ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and SongTools otherwise agree, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative



proceeding. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY.

CLASS ACTION / JURY TRIAL WAIVER

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

GENERAL INFORMATION

Entire Agreement. The TOS constitutes the entire agreement between you and SongTools and governs your use of the Service, superseding any prior agreements between you and SongTools with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other SongTools services, products, affiliate services, third-party content or third-party software.

Electronic signatures. Pursuant to any applicable laws, rules or regulations, including without limitation the US Electronic Signatures in Global and National Commerce Act, P.L. 106-229 or other similar statutes, YOU AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non--electronic records, or to payments or the granting of credits by other than electronic means. A printed version of these Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved to SongTools.

Choice of Law and Forum. The TOS and the relationship between you and SongTools shall be governed by the laws of the State of New York without regard to its conflict of law provisions. You and SongTools agree to submit to the personal and exclusive jurisdiction of the courts located in New York.



Waiver and Severability of Terms. The failure of SongTools to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No Right of Survivorship and Non-Transferability. You agree that your SongTools account is non-transferable and any rights to your SongTools Profile or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.