## **Terms of Use**

Please read the following terms and conditions of use (the "Terms and Conditions") which govern your use of, and access to, the "Website" located at https://digitalhandpan.com, including but not limited to its message boards, (referred to herein as the "Service") and your relationship with Soundventure Kft (hereinafter referred to as "we" or "Soundventure") . Your use of this Service means that you accept and agree to the Terms and Conditions. These rights granted to the User are non-exclusive, personal, non-transferable, revocable and limited to the User concerned. If you do not agree, do not use the Service.

We may change the Terms and Conditions from time to time and at any time without notice to you, by posting such changes on this Website. By using the Service following any modifications to these Terms and Conditions, you agree to be bound by any such modifications to the Terms and Conditions.

If you do not have legal capacity to enter into the agreement created by these Terms and Conditions, you cannot use the Service unless and until Sounventure receives the consent of your parent or legal guardian.

# **Warranty Disclaimer:**

By using the Service, including any software and content contained therein, you agree that your use of the Service is entirely at your own risk. The Service is provided to you as a convenience to provide information relating to, and to discuss. Soundventure products and related resources, but we do not guarantee the accuracy or completeness of such information. THE SERVICE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, SOFTWARE, TOOLS, SERVICES, OR UNINTERRUPTED ACCESS. SPECIFICALLY, THE SERVICE DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO: (i) ANY WARRANTIES CONCERNING THE AVAILABILITY, RELIABILITY, ACCURACY, USEFULNESS, CONTENT, TIMELINESS, OR SECURITY OF INFORMATION OR SERVICES; AND (ii) ANY WARRANTIES OF TITLE, WARRANTY OF NON-INFRINGEMENT, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVISE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SOUNDVENTURE THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

## **Limitation of Liability:**

NEITHER SOUNDVENTURE NOR ANY OF ITS EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, OR CONTENT OR SERVICE PROVIDERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY 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 SOUNDVENTURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF (i) YOUR USE OF THE SERVICE, (ii) INABILITY TO GAIN ACCESS TO OR USE THE SERVICE, (iii) 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 VIA THE SERVICE, (iv) UNAUTHORIZED ACCESS TO OR MODIFICATION OF YOUR TRANSMISSIONS OR DATA, (v) STATEMENTS OR CONDUCT OF SOUNDVENTURE OR ANY THIRD PARTY ON THE SERVICE, OR (vi) OUT OF ANY BREACH OF ANY WARRANTY.

#### Your Use of the Service:

Your ability to use the Service is subject to you adhering to all Terms and Conditions at all times. Except as may otherwise be provided for under the Website, we do not grant you a license to any content, features or materials you may access via the Service, including without limitation any trademarks, registered trademarks, service marks, copyrightable material or any other intellectual property included in the Service. Except as may otherwise be provided for under the Website, you may not for any purpose download or save a copy of any of the Service's screens or "content" (which includes information, data, software, photographs, graphics, and all other materials expressed in whatever format), nor modify them, or any portion thereof, except as otherwise provided in these Terms and Conditions. You may, however, print a copy of the content on this Website for your sole personal use or records, and access the Service on a single computer, provided that you do not (and do not allow any third party to) (i) distribute, copy, modify, create a derivative work of or based on, reverse engineer, reverse assemble or otherwise attempt to discover any source code, content or any portion of the Service, or (ii) sell, rent, loan, assign, sublicense, grant a security interest in or otherwise transfer any right in or to the content or Service.

## **Registration Requirements:**

You may be required to register before you are permitted access to certain portions of the Service. To register, and to maintain your status as a registered user, you must provide, and update as necessary, the requested registration information, which must be current, accurate, complete and truthful at all times. If we have reasonable grounds to believe that your registration information is not current, accurate, complete or truthful, we may without

notice suspend or terminate your access to the Service, including terminating your access to any information you may have stored on the Service.

## **Proprietary Rights:**

The Service and any software used in connection with the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws, which you may not infringe upon or use in any manner except as expressly permitted under these Terms and Conditions. Soundventure is the owner and/or authorized user of any trademark, registered trademark and/or service mark appearing on the Service, and is the copyright owner or licensee of the content and/or information on the Website, unless otherwise indicated. If you make other use of this Website, except as expressly permitted under the Terms and Conditions, you may violate copyright and other laws. Our use of any trademarks, registered trademarks, service marks, copyrightable material or any other intellectual property found on this Website, does not convey to you any license or other authorization to such marks or materials.

# **Third Party Provided Content:**

Certain information contained on this Website, as well as reference materials or links to other sites, are provided for general informational purposes only, and are not intended to be relied upon for any purpose. Soundventure nor any of its data or content providers shall be liable for any errors or delays in the content, or for any actions taken in reliance thereon, nor does Soundventure warrant that the content is accurate, complete or truthful.

You further acknowledge that by using the Service, you may access content which you might consider offensive, indecent or objectionable. It is your responsibility to evaluate, assess, and bear any risk, associated with the use of any content. Soundventure is not liable for any content, including but not limited to any errors or omissions in any content or for any loss, damage or injury of any kind resulting from your, or any other party's, use of content distributed or otherwise made available via the Service.

#### **Submissions:**

All information and content made available via the Service, including but not limited to all content posted on the Website's message boards, shall be deemed and remain the property of Soundventure, and we shall be free to use, for any purpose (including commercial exploitation), any ideas, concepts, know-how or techniques contained in any information or content which any user makes available through this Website. Soundventure shall not be subject to any obligations of confidentiality regarding submitted information, except as agreed by Soundventure or required by law.

#### Links from and to the Service:

You acknowledge and agree that Soundventure has no responsibility for the accuracy or availability of information provided by linked Websites (if any). Links to external Websites do

not constitute an endorsement by Soundventure or its Website co-branding providers of the sponsors of such sites or the content, products, advertising or other materials presented on such sites. We do not author, edit, or monitor these pages or links. You acknowledge and agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, goods or services available on such external Websites or resources.

## Failure to Comply With Terms and Conditions and Termination:

You acknowledge and agree that we may deny you access to all or part of the Service without prior notice if you engage in any conduct or activities that we, in our sole and absolute discretion, believe violate any of these Terms and Conditions, violate the rights of Soundventure, or is otherwise inappropriate for continued access.

You agree to indemnify and hold Soundventure harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Service or the placement or transmission of any message, information, software or other materials through the Service by you or any users of your account or related to any violation of these Terms and Conditions by you or any users of your account.

#### Miscellaneous:

We reserve the right to change any information on this Website, including but not limited to terminating the Service or revising and/or deleting features or other information without prior notice to you. Accessing certain links within this Website, if any, may provide you with access to third party websites for which we assume no responsibility of any kind for the content, availability or otherwise. The content of this Website may vary depending upon your browser functionality and limitations.

The Terms and Conditions and the relationship between you and Soundventure shall be governed by the laws of the EU, without regard to its conflict of law provisions. Notwithstanding the foregoing, you agree to comply with all local rules, in whatever jurisdiction, including those outside of the EU, regarding online conduct and the use of personal information. You further agree to comply with all applicable laws regarding the transmission of data exported from the country in which you reside and from which your access to the Service originated.

The failure of Soundventure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions 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 Terms and Conditions shall remain in full force and effect. All company names, product names and logo marks mentioned in this website are registered trademarks or trademarks of Soundventure Kft or their respective owners.