

BLEEDING FINGERS CUSTOM MUSIC SHOP, LLC
INTERNATIONAL TERMS AND CONDITIONS OF USE

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Introduction

Please do not use our Website if you do not agree to these Terms and Conditions of Use because once you are on our Website, you have to follow these Terms and Conditions of Use.

This document sets out the current Terms and Conditions of Use on which Bleeding Fingers Custom Music Shop, LLC of 1531 14th Street, Santa Monica, CA 90404 (“Bleeding Fingers”) allows website users (“Clients”) to access recordings uploaded to its website (“Recordings”). As long as you comply with these Terms and Conditions of Use, Bleeding Fingers grants you a non-exclusive, non-transferable, limited right to enter, display, and use <http://www.bleedingfingersmusic.com> (the “Website”). You agree not to interrupt or attempt to interrupt the operation of this Website in any way.

If you do not agree to these Terms and Conditions of Use, you may not access any of Bleeding Fingers’ Recordings.

1. Unauthorized Uses of the Recording

1.1 Client agrees not to:

1.1.1 copy, disassemble, alter, amend, adapt, or in any way duplicate the Recording or any or all content;

1.1.2 play or perform any part or all of the Recording in public;

1.1.3 give possession of the Recording and/or the contents of the Recording (the “Content”) to any third party;

1.1.4 remove or alter any logo, symbols, labels, copyright or other notice on the Recording;

1.1.5 use Recording and/or Content for any purpose other than evaluation, or otherwise in any manner inconsistent with the Terms and Conditions of Use;

1.1.6 perform any act inconsistent with Bleeding Fingers’ ownership in and/or right to use the Recording; or

1.1.7 sell or in any way make commercial gain from the Recording and/or Content

1.2 Client agrees to notify Bleeding Fingers of any loss of, or damage to the Recording, and to reimburse Bleeding Fingers for any such loss or damage, and to indemnify Bleeding Fingers from all costs, damages, actions, or claims arising from Client’s use of the Recording.

2. Intellectual Property

Client acknowledges Bleeding Fingers’ ownership in and/or right to use the Recording (including individual Stems), and that all copyright and intellectual property in the Recording (including individual Stems) and in all Content, will remain in the exclusive ownership or control of Bleeding Fingers. All Content, including individual stems, are protected under international conventions, and other copyright laws. You cannot use the Content, except as specified herein. You agree to follow all instructions on this Website limiting the way you may use the Content. There are a number of proprietary logos, service marks, and trademarks found on this Website. By making them available on this Website, Bleeding Fingers is not granting you any license to utilize those proprietary logos, service marks, or trademarks. Any unauthorized use of the Content may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes. Bleeding Fingers warrants that it is the owner or a licensee of all rights in the Content displayed on the Website.

3. No Warranties

3.1 Bleeding Fingers shall not be liable to any party (including Client) for any loss, injury, harm or damage arising from any warranties of any kind including without limitation warranties as to:

3.1.1 performance of satisfactory quality or fitness for purpose;

3.1.2 the results of any of the whole or any part of the Recording; or

3.1.3 the accuracy, reliability or content of any data, information, service or goods referred to in any part of the Recording.

4. Links

This Website may contain links to other Internet sites on the World Wide Web. Bleeding Fingers provides such links for your convenience only, and is not responsible for the content of any website linked to or from this Website. Links from this Website to any other website do not mean that Bleeding Fingers approves of, endorses, or recommends that website.

Bleeding Fingers disclaims all warranties, express or implied, as to the accuracy, legality, reliability, or validity of any content on any other website.

5. General Use of the Website.

5.1 Eligibility; Restrictions. Use of this Website is intended for listening to the music written and produced by Bleeding Fingers, its employees and associates.

5.2 We do not knowingly collect or permit the collection, storage or use of any personal data from anyone under 16 years of age. If we become aware that a child under 16 is attempting to submit information, we will inform the minor that he or she is ineligible to do so. We will then remove this information from our records.

5.3 If you are under 16, have your parent or guardian review the Privacy Policy by clicking [here](#).

6. Bleeding Fingers' Right to Change These Terms and Conditions of Use or Content on the Website

Bleeding Fingers may add to, change, or remove any part of these Terms and Conditions of Use at any time, without notice. Any changes to these Terms and Conditions of Use or any terms posted on this Website apply as soon as they are posted. By continuing to use this Website after any changes are posted, you are indicating your acceptance of those changes. Bleeding Fingers may add, change, discontinue, remove, or suspend any other Content posted on this Website, including features and specifications of products described or depicted on the Website, temporarily or permanently, at any time, without notice and without liability.

7. Indemnification

You agree to indemnify, defend, and hold Bleeding Fingers and all of its agents, directors, employees, information providers, licensors and Clients, officers, and parent companies (collectively, "Indemnified Parties"), harmless from and against any and all liability and costs (including, without limitation, attorneys' fees and costs), incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms and Conditions of Use or the foregoing representations, warranties, and covenants. You will cooperate as fully as reasonably required in Bleeding Fingers' defense of any claim. Bleeding Fingers reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Bleeding Fingers.

8. Disclaimer of Warranties and Damages; Limitation of Liability

YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK. THIS WEBSITE (INCLUDING ALL CONTENT AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH THIS WEBSITE) IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WITH REGARD TO THE CONTENT ON THIS WEBSITE, BLEEDING FINGERS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER (1) FOR THE ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY CONTENT PUBLISHED ON OR AVAILABLE THROUGH THE WEBSITE; (2) THAT THE SERVER THAT MAKES THIS WEBSITE AVAILABLE IS FREE OF VIRUSES OR OTHER COMPONENTS THAT MAY INFECT, HARM, OR CAUSE DAMAGE TO YOUR COMPUTER EQUIPMENT OR ANY OTHER PROPERTY WHEN YOU ACCESS, BROWSE, DOWNLOAD FROM, OR OTHERWISE USE THE WEBSITE.

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BLEEDING FINGERS' NEGLIGENCE, SHALL BLEEDING FINGERS BE LIABLE FOR ANY CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES RELATED TO (A) THE USE OF, (B) THE INABILITY TO USE, OR (C) ERRORS OR OMISSIONS IN THE CONTENTS AND FUNCTIONS OF THIS WEBSITE, EVEN IF BLEEDING FINGERS OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL BLEEDING FINGERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) EXCEED \$100.00.

9. Choice/Opt-Out

You may choose to stop receiving newsletters, updates or marketing emails by following the unsubscribe instructions included in these emails or communications. Some Websites also allow you to change your email preferences within your online profile.

10. Disputes. These Terms and Conditions of Use and any related dispute or claim (contractual or non-contractual) shall be governed by, and construed in accordance with, the law of California. Client irrevocably submits for all purposes in connection with these Terms and Conditions of Use to the exclusive jurisdiction of the courts of California. Any dispute or claim you may have with respect to your use of this Website must be commenced within one (1) year after the dispute or claim arises. If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms and Conditions of Use, and the remainder of these Terms and Conditions of Use shall continue in full force and effect. Without prejudice to the generality of the foregoing, nothing shall prevent Bleeding Fingers from commencing and pursuing proceedings (in Bleeding Fingers' sole and unfettered discretion) against Client in any jurisdiction in which Client is resident or carries on business or in which Client has committed any breach of these Terms and Conditions of Use or any other act or omission actionable either under these Terms and Conditions of Use or under the laws of the jurisdiction in which the action is brought.

11. General

11.1 Client acknowledges that it has read and understood these Terms and Conditions of Use.

11.2 Any use of the Recording and/or Content beyond listening on the Website not specifically referred to in these Terms and Conditions of Use is not permitted by Bleeding Fingers.