Terms of Use

Updated 11/04/2020

Introduction

The following Terms of Use for Noteflight.com (the "Terms of Use") is a legal contract between you ("you" or, collectively, "Users"), and Noteflight LLC ("Noteflight"), a Massachusetts limited liability corporation, regarding your use of the Noteflight Web Site. Please be advised that these Terms of Use do not govern the use of educational versions of Noteflight's offerings (such as Noteflight Learn). For more information on Noteflight's educational offerings (including the terms governing use of Noteflight Learn), please see noteflight.com/legal/education.

1. Restrictions.

1.1 Commercial Use.

By registering for a Noteflight account, you agree to access the Noteflight Web Site, Noteflight's content, Noteflight's embedded viewer, and Noteflight's APIs solely for your use. You agree not to rent, lease, loan, sell, resell, sublicense, distribute, or otherwise transfer your access to the foregoing for commercial gain without Noteflight's prior written approval.

You also agree not to sell advertising, sponsorships, or promotions placed on or within Noteflight's content or embedded viewer.

You also agree not to sell advertising, sponsorships, or promotions on any page of any web site that contains Noteflight content, unless other content not obtained from Noteflight appears on the same page and is of sufficient value to be the basis for such sales, or unless you have received prior written approval from Noteflight.

1.2 Age Restrictions (Basic and Premium).

By registering for an account, you further represent that you are at least 18 years of age, or that you are at least 13 years of age and have your parents' permission to use the Noteflight Web Site. The Noteflight Web Site (specifically Noteflight Basic and Noteflight Premium accounts) is not intended for use by individuals under 13 years old.

and fully comply with United States privacy laws protecting children and students. However, please be advised that these Terms of Use do not govern the use of educational versions of Noteflight's offerings (such as Noteflight Learn). For more information on Noteflight's educational offerings (including the terms governing use of Noteflight Learn), please see noteflight.com/legal/education.

2. Individual Features and Services.

When using the Noteflight Web Site, you will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time (the "Guidelines"). All such Guidelines are hereby incorporated by reference into these Terms of Use.

3. Modification of These Terms of Use.

Noteflight reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms of Use at any time. Please check these Terms of Use and any Guidelines periodically for changes. Your continued use of the Noteflight Web Site after the posting of changes constitutes your binding acceptance of such changes. We will always make a reasonable effort to notify you if we do change these Terms of Use.

4. Copyright Protections.

4.1 Digital Millennium Copyright Act.

We respect authors' and content holders' rights. Therefore, it is Noteflight's policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (the "DMCA"). Please note that Noteflight may promptly terminate without notice any User's access to the Noteflight Web Site if that User is determined by Noteflight to have infringed the rights of copyright holders.

4.2 Arrangement of Copyrighted Works.

Noteflight members may share their arrangements of copyrighted works for viewing and commenting, provided that the copyrighted work is identified. Noteflight will provide direct links to purchase the official publisher edition of the copyrighted work, when available on Sheet Music Direct, and rights will be administered by Hal Leonard, LLC. Please note the public display of arrangements of copyrighted works on Noteflight is for the purpose of critique, comments, and personal enjoyment, and does not authorize the author to benefit financially from the sale, rental, or licensing of such arrangements. Noteflight reserves the

5. Reservation of Rights.

Noteflight reserves all rights not expressly granted in this Terms of Use.

6. Prevention of Unauthorized Use.

Noteflight reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized use of the Noteflight Web Site, including, but not limited to, technological barriers, IP mapping, and directly contacting your Internet Service Provider (ISP) regarding such unauthorized use.

7. Retention of Ownership in User Content.

You retain all of your ownership rights in original musical scores, audio performances of musical scores, digital musical instrument definitions, and textual comments in musical scores (collectively referred to as "User Content" in this document) which are owned by you.

8. License Grant to other Users.

8.1 Grant of Access To Read Your User Content.

By distributing or disseminating User Content through the Noteflight Web Site, you hereby grant to each User that is authorized to access your User Content a non-exclusive license to access and use your User Content under the terms established by you when you created such User Content. Notwithstanding the foregoing, you hereby grant to each User that is authorized to access your User Content a perpetual, limited, non-exclusive, non-transferable personal license to view and download such User Content in the manner contemplated by these Terms of Use.

8.2. Grant of Access to Edit Your User Content.

By explicitly permitting another user to edit your User Content, you hereby grant to each such user a perpetual, limited, non-exclusive, non-transferable personal license to copy, distribute and transmit such User Content, and to adapt the original work in any way, provided that such user complies with the licensing terms set forth in the Creative Commons Attribution-Share Alike 3.0 license, available here: http://creativecommons.org/licenses/by-sa/3.0/legalcode.

on the terms set forth in the Creative Commons Attribution-Share Alike 3.0 license, available here: http://creativecommons.org/licenses/by-sa/3.0/legalcode.

8.4 Grant of Access to Comment On Your User Content.

Permitting comments on your User Content and the resulting creation of modified content (the "Modified Content") does not confer upon the commenting party any rights of joint authorship in such Modified Content, any rights in the creation of a derivative work based on such User Content, or any other intellectual property rights other than those retained by the commenting party in the comments themselves.

8.5 Grant of Rights of Use When You Comment on Other Users' User Content.

When you comment on another User's User Content and thus create Modified Content you agree to waive any rights of joint authorship in such Modified Content, any rights in the creation of a derivative work based on such User Content, or any other intellectual property rights other than those retained by you in the comments themselves.

You agree that Noteflight shall have no responsibility or liability for any unauthorized use of your User Content and agree that nothing herein creates or implies any liability, express or implied, direct or indirect, contractual or in any other manner whatsoever on the part of Noteflight for any unauthorized use by any party of your User Content.

9. Content Representations and Warranties.

You are solely responsible for your User Content and the consequences of posting or publishing them. By uploading and publishing your User Content, you affirm, represent, and warrant that:

(1) you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize Noteflight and the Noteflight Web Site Users to use your User Content as necessary to exercise the licenses granted by you and in the manner contemplated by Noteflight and this Terms of Use;

(2) your User Content does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) slander, defame, or libel any other person; and

Violators of these third-party rights may be subject to criminal and civil liability. Noteflight reserves all rights and remedies against any Users who violate the Terms of Use.

10. User Content Disclaimer.

does not endorse any User Content or any opinion, recommendation or advice expressed therein, and Noteflight expressly disclaims any and all liability in connection with User Content. If notified by a User or a content owner of User Content that allegedly does not conform to this Terms of Use, Noteflight may investigate the allegation and determine in its sole discretion whether to remove the User Content, which it reserves the right to do at any time and without notice. For clarity, Noteflight does not permit copyright infringing activities on the Noteflight Web Site.

11. Prohibited Conduct.

By using the Noteflight Web Site you agree not to:

- use the Noteflight Web Site for any purposes other than to disseminate or receive original or appropriately licensed content and/or to access the Noteflight Web Site as such services are offered by Noteflight;
- rent, lease, loan, sell, resell, sublicense, distribute, or otherwise transfer the licenses granted herein, or any Materials (as defined in Section 14), or any User Content, or any renditions of the foregoing into any digital or hardcopy format including but not limited to those containing musical, textual, visual or audio information;
- post, upload, or distribute any defamatory, libelous, or inaccurate User Content or other content;
- post, upload, or distribute any User Content or other content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, invasive of another's privacy, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;
- impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Noteflight Web Site accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the Noteflight Web Site, or perform any other similar fraudulent activity;
- delete the copyright or other proprietary rights on the Noteflight Web Site or User Content;
- create multiple unpaid accounts for the purposes of circumventing feature limitations on account types, such as limitations on the number of scores per account;
- make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Noteflight Web Site. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- use the Noteflight Web Site for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
- defame, harass, abuse, threaten or defraud anyone, or collect, or attempt to collect, personal information about Users or third parties without their consent;
- remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Noteflight Web Site or User Content, features that prevent or restrict use or copying of any content accessible through the Noteflight Web Site, or features that enforce limitations on the use of the Noteflight Web Site or User Content;

programs or patches in a game product, sampler, microchip or any sample playback device.
- reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Noteflight Web Site or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- modify, adapt, translate, or create derivative works based upon the Noteflight Web Site or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- intentionally interfere with or damage operation of the Noteflight Web Site or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;
- relay email from a third party's mail servers without the permission of that third party;
- use any robot, spider, scraper, or other automated means to access the Noteflight Web Site for any purpose or bypass any measures Noteflight may use to prevent or restrict access to the Noteflight Web Site;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Noteflight Web Site;
- interfere with or disrupt the Noteflight Web Site or servers or networks connected to the Noteflight Web Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Noteflight Web Site; or
- post, upload or distribute marketing material, advertisements, spam, content designed to aid search engine optimization, content in HTML format with links or redirects, or other commercial content that detracts from the Noteflight experience.

12. Account.

When you use the Noteflight Web Site to upload and/or download content or any products, services, or information from Noteflight, you may be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree that the information you provide to Noteflight during registration and at all other times will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. If you have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your account ID, password, or any credit, debit or charge card number, if applicable), then you agree to immediately notify Noteflight. You may be liable for the losses incurred by Noteflight or others due to any unauthorized use of your Noteflight Web Site account.

13. Termination; Terms of Use Violations.

13.1 Noteflight.

and any User Content, at any time. Noteflight may also in its sole discretion and at any time discontinue providing access to the Noteflight Web Site, or any part thereof, with or without notice. Noteflight may, at any time, for any reason or no reason, discontinue any of Noteflight's products or services. You agree that any termination of your access to the Noteflight Web Site or any account you may have or portion thereof may be effected without prior notice, and you agree that Noteflight will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Noteflight may have at law or in equity. As discussed herein, Noteflight does not permit copyright infringing activities on the Noteflight Web Site, and will terminate access to the Noteflight Web Site, and remove all User Content or other content submitted by any Users who repeatedly submit material in violation of these Terms of Use.

13.2 You.

Your only remedy with respect to any dissatisfaction with (i) the Noteflight Web Site, (ii) any term of this Terms of Use, (iii) any policy or practice of Noteflight in operating the Noteflight Web Site, or (iv) any content or information transmitted through the Noteflight Web Site, is to terminate your account. You may terminate following the steps on the Noteflight Web Site to terminate your account. . To the extent permitted by applicable law, with respect to any paid Noteflight subscription, you agree and acknowledge that you are not entitled to any refund for any amounts which were pre-paid on behalf of your account prior to any termination of your account. By accessing your account on the Noteflight Web Site, you acknowledge that, although under certain circumstances, users located in the European Economic Area may have a right to cancel prepaid account subscriptions within 14 days of signing up for, upgrading to or renewing an Account, PERFORMANCE OF THIS AGREEMENT HAS BEGUN UPON ACCESSING YOUR ACCOUNT AND YOU THEREBY LOSE YOUR RIGHT OF WITHDRAWAL UNDER APPLICABLE LAW, INCLUDING APPLICABLE EUROPEAN UNION LAW, IN RESPECT OF THE PURCHASE OF ANY DIGITAL CONTENT HEREUNDER, AND YOU THEREBY WAIVE ANY RIGHT YOU MAY HAVE TO A REFUND OF ANY AMOUNTS WHICH WERE PRE-PAID ON BEHALF OF YOUR ACCOUNT PRIOR TO ANY TERMINATION OF YOUR ACCOUNT. However, if you voluntarily cancel your paid Noteflight subscription, the termination of your account will not occur until the end of the subscription period for which you have paid, and you will be able to continue using your account until such time.

13.3 User Content.

Subject to section 7.3 above, upon termination of this agreement by you or Noteflight, Noteflight will discontinue prospective hosting and distribution of your User Content.

14. Ownership; Proprietary Rights.

The Noteflight Web Site is owned and operated by Hal Leonard, LLC. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object

States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any User Content that is provided and owned by Users, all Materials contained on the Noteflight Web Site are the property of Noteflight or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to Noteflight or its affiliates and/or third-party licensors. Except as expressly authorized by Noteflight, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. Noteflight reserves all rights not expressly granted in this Terms of Use.

15. Indemnification.

You agree to indemnify, save, and hold Noteflight, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Noteflight Web Site, any violation by you of these Terms of Use, or any breach of the representations, warranties, and covenants made by you herein. Noteflight reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Noteflight, and you agree to cooperate with Noteflight's defense of these claims. Noteflight will use reasonable efforts to promptly notify you of any such claim, action, or proceeding.

16. Disclaimers.

16.1 No Warranties.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, NOTEFLIGHT, AND ITS AFFILIATES, PARTNERS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NOTEFLIGHT OR THROUGH THE NOTEFLIGHT PLATFORM WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 16, THE TERM NOTEFLIGHT INCLUDES NOTEFLIGHT'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

16.2 "As is" and "As available" and "With All Faults".

YOU EXPRESSLY AGREE THAT THE USE OF THE NOTEFLIGHT.COM SITE IS AT YOUR SOLE RISK. THE NOTEFLIGHT.COM SITE AND ANY DATA, INFORMATION, THIRD-PARTY SOFTWARE,

FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.

16.3 Platform Operation and User Content.

NOTEFLIGHT, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT THAT THE DATA, CONTENT (INCLUDING COMMERCIAL CONTENT), FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE NOTEFLIGHT.COM SITE OR ANY REFERENCE SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

16.4 Accuracy.

NOTEFLIGHT, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE NOTEFLIGHT.COM SITE OR ANY REFERENCE SITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

16.5 Harm to Your Computer.

YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE NOTEFLIGHT.COM SITE OR ANY REFERENCE SITES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

16.6 Uploaded Content.

THE SECURITY MEASURES USED TO PROTECT USER CONTENT USED BY NOTEFLIGHT HEREIN ARE USED IN CONJUNCTION WITH THE USER CONTENT "AS-IS" AND WITH NO ASSURANCES THAT SUCH SECURITY MEASURES WILL WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS OR THAT THERE WILL BE NO CRACKS, DISABLEMENTS OR OTHER CIRCUMVENTION OF SUCH SECURITY MEASURES.

17. Limitation of Liability and Damages.

17.1 Limitation of Liability.

CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE MATERIALS (INCLUDING USER CONTENT AND COMMERCIAL CONTENT) ON THE NOTEFLIGHT.COM SITE OR ANY REFERENCE SITES, OR ANY OTHER INTERACTIONS WITH NOTEFLIGHT, EVEN IF NOTEFLIGHT OR A NOTEFLIGHT AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17.2 Limitation of Damages.

IN NO EVENT WILL NOTEFLIGHT OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OF USE, YOUR USE OF THE NOTEFLIGHT.COM SITE OR YOUR INTERACTION WITH OTHER NOTEFLIGHT PLATFORM USERS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE NOTEFLIGHT.COM SITE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.

17.3 Limitations by Applicable Law.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES OR LIABILITY CONTAINED IN THIS TERMS OF USE APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION WHERE YOU ARE LOCATED.

18. Miscellaneous.

18.1 Notice.

Noteflight may provide you with notices, including those regarding changes to these Terms of Use, by email, regular mail or postings on the Noteflight Web Site. Notice will be deemed given twenty-four hours after email is sent, unless Noteflight is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through the Noteflight Web Site. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the Noteflight Web Site is deemed given 30 days following the initial posting.

The failure of Noteflight to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms of Use will be effective only if in writing and signed by Noteflight.

18.3 Governing Law.

These Terms of Use will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any principles of conflicts of law.

18.4 Jurisdiction.

For any action at law or in equity arising out of or relating to your use of or your access to the Noteflight Web Site, these Terms of Use, or any dealings with Noteflight, you hereby consent and submit to personal jurisdiction in the state or federal courts in and for Middlesex County, Massachusetts for the purposes of litigation related to any such claims or causes of action.

18.5 Severability.

If any provision of these Terms of Use or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms of Use to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

18.6 Assignment.

These Terms of Use and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Noteflight without restriction. Any assignment attempted to be made in violation of this Terms of Use shall be void.

18.7 Headings.

The heading references herein are for convenience purposes only, do not constitute a part of these Terms of Use, and will not be deemed to limit or affect any of the provisions hereof.

18.8 Entire Agreement.

18.9 Claims.

You agree that any cause of action arising out of or related to the Noteflight Web Site must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

18.10 Disclosures.

The Noteflight Web Site is operated by Noteflight LLC, located in Somerville, Massachusetts and at the email address support@noteflight.com.

18.11 Patents.

One or more patents owned by Noteflight apply to the Noteflight Web Site and to the features and services accessible via the Noteflight Web Site, including U.S. Patent No. 8,389,843.

19. Payment and Subscriptions

19.1 Payment

If you purchase a paid Noteflight subscription, you understand that use of the services through the Noteflight Web Site will result in payments by you for the services you receive ("Charges"). After you have purchased such a paid Noteflight subscription, Noteflight will process payment of the applicable Charges, using the preferred payment method designated in your account, and will send you a receipt by email. Taxes are in addition to Charges. To the extent permitted by applicable law, Charges paid by you are final and non-refundable, unless otherwise determined by Noteflight. Any request for lower Charges or disagreement with the Charges should be addressed to Noteflight by contacting support@noteflight.com. We reserve the right to establish, remove and/or revise Charges for any or all aspects of the Noteflight Web Site at any time in our sole discretion, by posting or otherwise delivering notice to you. Any use of the Noteflight Web Site after a notice of new or revised Charges has been posted on the Noteflight Web Site or delivered to you will be deemed your acceptance of these new or revised Charges. Noteflight may from time to time provide certain users with promotional offers and discounts that may result in different Charges for the same or similar services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Noteflight Web Site or the Charges applied to you.

When you purchase any time-based paid Noteflight subscription, auto-renewal will automatically be selected in your account with respect to such paid Noteflight subscription.

will send you a receipt by email for such subscription. If you do not wish your subscription to auto-renew, you may cancel your subscription at any time on your account prior to the end of your current subscription term or email us at support@noteflight.com.

19.2 Subscription Duration
Subject to the terms and conditions of these Terms of Use: (i) if you have signed up for either a Basic subscription or have purchased a Noteflight Premium Lifetime subscription for the receipt of services through the Noteflight Web Site, then, subject to the other provisions of these Terms of Service (including Section 13), such Basic or Noteflight Premium Lifetime subscription will remain in effect indefinitely; and (ii) if you have purchased a Noteflight Premium subscription for a period of time, if you elect not to renew such Noteflight Premium subscription once that period of time has elapsed, then, subject to the other provisions of these Terms of Service (including Section 13), your subscription will automatically change into a Basic subscription until such time, if ever, you elect to purchase a Noteflight Premium subscription once again.

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