

End User License Agreement / Terms and Conditions
Counterpoint Calculator

This is a legal agreement between you and DigiTrax Entertainment (“DTE”), the providers of Counterpoint Calculator (“CPC” or “The Product”), and any updates and services associated with Counterpoint Calculator (“The Service”), stating the terms that govern your use of the software. This agreement, together with all updates, additional terms, software, licenses, and all rules and policies, collectively constitute the agreement between you and the providers of Counterpoint Calculator. This agreement may be variously referred to as the “Agreement”, “End User License Agreement”, “EULA”, “Terms and Conditions”, “Terms of Service” and/or “Terms of Use”.

If you do not agree to these terms, please delete the software from your device(s) and discontinue accessing any content. You must accept and abide by these terms as presented to you. Changes, additions or deletions are not acceptable, and DigiTrax Entertainment may refuse access to the software for your non-compliance with any part of this agreement.

By continuing to use the Product and Service, you confirm that:

- You have read and understood the present agreement in full.
- You agree with all the clauses of the present agreement.
- You agree with the fact that you are not able to use materials from Counterpoint Calculator if it is in conflict with the legislation of your country.

System Requirements.

Use of the Product and Service requires a compatible device, Internet access (fees may apply) , and may require obtaining updates or upgrades from time to time. Because use of the Service involves hardware, software, and Internet access, your ability to use the Service may be affected by the performance of these factors. High-speed Internet access is strongly recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility. The Product and Service are not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the Service.

Your Information.

You agree to provide accurate, current, and complete information required to register with the Service and at other points as may be required in the course of using the Service ("Registration Data"). You further agree to maintain and update your Registration Data as required to keep it accurate, current, and complete. DigiTrax Entertainment may terminate your rights to any or all of the Service if any information you provide is false, inaccurate or incomplete. You agree that DigiTrax Entertainment may store and use the Registration Data you provide, for use in maintaining your account.

User Account and Security.

You agree not to violate or attempt to violate any security components of the Service. You agree not to attempt to, or assist another person to, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the software and/or website components related to the Product or Service for any reason whatsoever (“Usage Rules”). Usage Rules may be controlled and monitored by DigiTrax Entertainment for compliance purposes, and DTE reserves the right to enforce the Usage Rules with or without notice to you.

You will not access the Service by any means other than through the provided software. You shall not access or attempt to access an Account that you are not authorized to access. You agree not to modify the software in any manner or form, or to use modified versions of the software, for any purposes, including obtaining unauthorized access to the Service. Violations of system or network security may result in civil or criminal liability.

Usage Rules

Your use of the Product and Service is conditioned upon your prior acceptance of the terms of this Agreement.

You shall be authorized to use the Product and or Service for personal or commercial use. This authorization is provided based on your purchase of the Product through this Service and is limited to permission to use output generated by CPC in a manner that is otherwise legal. It does not transfer to you any copyright, trademark or promotional rights to the Products, Service, or any content associated or delivered by or through the Product or Service. Commercial use may require the acquisition by you of certain other authorizations.

You agree that your use of Product and Service constitutes your acceptance of and agreement to use the Product and Service solely in accordance with the Usage Rules. The Usage Rules shall govern your rights with respect to the Products, in addition to any other terms or rules that may have been established between you and another party. DTE reserves the right to modify the Usage Rules at any time.

You acknowledge that some aspects of the Service, Products, and administering of the Usage Rules entails the ongoing involvement of DTE. Accordingly, in the event that DTE changes any part of the Product or Service, or discontinues the Product or Service, which DTE may do at its election, you acknowledge that you may no longer be able to use the Product or Service as prior to such change or discontinuation, and that DTE shall have no liability to you in such case.

You agree that any use by you of any software features shall be your sole responsibility, shall not infringe or violate the right of any other, contribute to or encourage unlawful conduct, or otherwise be obscene, objectionable or in poor taste. Moreover, you hereby grant DTE a worldwide, royalty-free, non-exclusive license to use such materials, and in relation to the Product, without any compensation or obligation to you. DTE reserves the right not to post or publish any materials, and to delete, remove or edit any material, at any time, in its sole discretion, and without liability.

Delivery of Product and Service.

On occasion, technical problems may delay or prevent delivery of your Product or Service, and DTE reserves the right to discontinue or cancel the Product and Service at any time, without notification. Changes in the Product or Service may also affect your ability to access certain content. You acknowledge and agree that DTE shall have no liability to you in the case of such delays, changes or cancellations, without exception.

Intellectual Property.

Acknowledgement of Ownership: You agree that the Product and Service, including but not limited to graphic content, audio content, and editorial content, contains proprietary information and material that is owned by DTE and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to patent, trademark or copyright, and that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance

with the terms of this Agreement. No portion of the Product or Service may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Product or Service, and you shall not exploit the Product or Service in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.

Notwithstanding any other provision of this Agreement, DTE and/or its authorized agents reserve the right to change, suspend, remove, or disable access to any Products, Service, content, or other materials comprising a part of the Product or Service at any time without notice. In no event will DTE be liable for the removal of or disabling of access to any such Products, Service, content or materials under this Agreement. DTE reserves the right to impose limits on the use of or access to certain features or portions of the Product or Service, in any case and without notice or liability.

All the materials in the Product and Service are owned or licensed by DTE from the owners of the intellectual properties referenced therein.

On Copyright and Related Rights: FURTHER DISTRIBUTION, RESALE, BROADCAST OR OTHER USE, EXCEPT AS SPECIFICALLY PROVIDED FOR IN AND BY THE PRODUCT AND SERVICE, IS STRICTLY PROHIBITED.

All copyrights in and to the Service and Product, including but not limited to logos, graphics, the compilation of content, postings, links to other Internet resources, descriptions of those resources, the Product's look-and-feel, iconography, colors, presentation, user interface and user experience, are owned by DTE.

All trademarks, service marks, trade names, graphics, company names, slogans, logos, and any other copyright items used in connection with the Product or Service may be trademarks of their respective owners. You are granted no right to copy, distribute or use them otherwise without the prior written consent of the respective owners.

Account Termination.

If you fail, or DTE suspects that you have failed, to comply with any of the provisions of this Agreement, including but not limited to failure to provide DTE with accurate and complete Registration Data, failure to safeguard your Account information, or violation of the Usage Rules or any license to the software, DTE, at its sole discretion, without notice to you, may:

- terminate this Agreement and/or your Account; and/or
- terminate the license to the software; and/or
- preclude access to the Service (or any part thereof)

Termination of the Service.

DTE reserves the right to modify, suspend, or discontinue the Product or Service (or any part or content thereof) at any time with or without notice to you, and DTE will not be liable to you or to any third party should it exercise such rights.

General Compliance with Laws.

The Product and Service is controlled and operated by DTE from its offices in the USA. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Product and Service.

Enforcement of These Terms.

DTE reserves the right to take steps to enforce and/or verify compliance with any part of this Agreement, including but not limited to DTE's right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights. You agree that DTE has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as DTE believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement, including but not limited to DTE's right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights.

No Responsibility for Third-Party Materials or Web sites.

Certain content available via the Service may include materials from third parties, solely as a convenience to you. In addition, DTE may provide links to certain third party websites through that content, solely as a convenience to you. You acknowledge and agree that DTE is not responsible for examining or evaluating the content or accuracy of any such third-party material. DTE does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, services and advertisements of third parties.

Disclaimer of Warranties; Liability Limitations.

DTE does not guarantee, represent, or warrant that your use of the Product and/or Service will be uninterrupted or error-free, and you agree that from time to time DTE may remove the Product or Service for indefinite periods of time, or cancel the Product or Service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Product or Service is at your sole risk. The Product, Service and all products and services delivered to you through the Product or Service are provided "as is" and "as available" for your use, without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title, and no infringement.

In no case shall Digitrax Entertainment, their directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of any of the Products or Services, or for any other claim related in any way to your use of the Products or Services, 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, transmitted, or otherwise made available via the Product or Service, even if advised of the possibility thereof.

DTE shall use reasonable efforts to protect information submitted by you in connection with the Product and Service, but you acknowledge and agree that your submission of such information is at your sole risk, and DTE hereby disclaims any and all liability to you for any loss or liability relating to such information in any way.

DTE does not represent or guarantee that the Product or Service will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and DTE disclaims any liability relating thereto. You shall be responsible for backing up your own system.

Waiver and indemnity.

By using the Product or Service, you agree to indemnify and hold Digitrax Entertainment, their directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of your breach of this agreement, your use of the Product or Service, or any action taken by DTE as part of its investigation of a suspected violation of this agreement, or as a result of its finding or decision that a violation of this agreement has occurred. This means that you cannot sue or recover any damages from Digitrax Entertainment, their directors, officers, employees, affiliates, agents, contractors, and licensors as a result of its decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the Product or Service, or to take any other action during the investigation of a suspected violation or as a result of DTE's conclusion that a violation of this agreement has occurred. This provision applies to all violations described in or contemplated by this agreement.

Changes.

DTE reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the Product or Service. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this Agreement as "Additional Terms") will be effective immediately and incorporated into this Agreement. Your continued use of the Product and/or Service following the incorporation of the Additional Terms will be deemed to constitute your acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference.

Notices.

From time to time, DTE may send you a notice with respect to the Product or Service by sending an email message to the email address listed in your contact information, by push notification to your mobile device, or by a posting on an official DTE website. Notices shall become effective immediately.

Governing Law.

The laws of the USA govern these Terms and your use of the Product and Service. Your use of the Product and Service may also be subject to other local, state, national, or international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with DTE or relating in any way to your use of the Product or Service resides in the courts of the USA.

Miscellaneous.

These Terms of Service constitute an agreement between you and DTE and govern your use of the Product and Service, superseding any prior agreements between you and DTE. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of these Terms of Service is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. DTE's failure to enforce any right or provisions in these Terms of Service will not constitute a waiver of such provision, or any other provision of these Terms of Service. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the other provisions will remain in full force and effect. DTE will not be responsible for failures to fulfill any obligations due to causes beyond its control.

Other Terms and Conditions

DTE is not responsible for typographic errors.

DTE reserves the right to change the terms and conditions of the Product and/or Service at any time. Users are encouraged to review the Terms and Conditions on a periodic basis for modifications.

No DTE employee or agent has the authority to vary any of the Product or Service's policies or the terms and conditions governing any interaction with the Product or Service in the oral form, by means of e-mail, or in other ways. All changes of Terms of Service of the Product and Service occur by means of the publication in the corresponding section of an official DTE website.

Right to Terminate

DTE reserves the right to terminate or restrict your use of the Product and/or Service, without notice, for any or no reason whatsoever.

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