

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SERVICE OR SITE AS THEY CONTAIN IMPORTANT INFORMATION REGARDING LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, DO NOT USE THE SERVICE OR SITE IN ANY MANNER.

### **Terms of Use**

TeeBeeMusicAB, referred to as the Company from now, provides the platform to facilitate distance learning between music professionals and teachers, on the one hand, and music students, on the other hand in a subscription-funded online institute. By accessing and using the TeeBeeMusicAB, thomasberglundguitarlessons.com website, other Company web sites and web sites of music professionals or teachers who utilize TeeBeeMusicAB's services (collectively, the "Site" or "Service") you agree to be and are bound by the Company's Terms of Use ("Terms of Use" or "Agreement") as described herein. The Company's Privacy Policy, Copyright Policy, and any other policies that may be posted on the Site from time to time, are incorporated by reference into these Terms of Use and are applicable to your use of the Service. By using this Site and/or Service, you understand and agree to be bound by the Terms of Use whether or not you are a registered member of Company, the Service or Site. The Company may modify these Terms of Use from time to time without notice, and such modification shall be effective upon posting on the Site. You agree to be bound by any modifications to these Terms of Use when you access the Site or use the Service, after any such modification is posted to the Site. It is important that you review the Terms of Use regularly.

### **Term, Membership Renewal and Fees**

This agreement, including all revisions, shall remain in full force and effect while, and each and every time, you use the Service and/or Site. Either party may terminate this Agreement at anytime with or without cause. While you use the Site, then these Terms of Use shall remain applicable. Membership to this site is based on a 1, 6, or 12 month automatically renewing cycle. The current fees are €7 per month for the Monthly Membership, and €35 per half year for half year membership, and €65 for one year Membership. When TeeBeeMusicAB see your payment they send you an E-mail with information how to manage the membership . You're a member as long as TeeBeeMusicAB see you've paid. When the period of payment is out, TeeBeeMusicAB ask you by mail if you want to continue your membership and your membership will expire if you've not answer or purchase for a new period. For memberships with 14 day €1 trial: If you find out that this site simply is not for you within 14 days of your purchase, you can cancel your membership, and you will only have paid the \$1 trial fee.

### **The products available in the Store:**

When the buyer have pay for a product in the store an e-mail is sent to TeeBeeMusicAB and they send an email message back to the buyer's email address, and this message contains a link to download the file(s). Be aware of that this message can be blocked by certain mail services, or put in an email system's spam folder. If you after purchase do not receive an email message with the link to download within a timeframe of 24 hours, please contact TeeBeeMusicAB and they will send you a new download.

### **Personal Information**

#### **Non-Account Activity**

You can access the Site in part without having an account. You can also contact us about the Site and/or Service without having an account. All such "Users" are subject to this Terms of Use Agreement.

#### **Account-Related Activity**

Certain activities on this Site require you to have an account including participation in subscription-funded music education. We ask for some personal information when you create an account, including without limitation your email address and a password, which is used to protect your account from unauthorized access, age and credit card information. An account allows you to access the Service and Site that require payment and registration.

#### **Usage Information**

We may record information about your usage, including without limitation such as when you use the Site and/or Service, the classes you subscribe to, the contacts you communicate with, the videos you watch and the frequency and size of data transfers, as well as information you display or click on the Site.

### **Privacy Policy**

We take your privacy seriously and will protect your personal information.

We will not sell or redistribute your information to anyone and any personal information received will only be used to fill your order.

### **Refund Policy**

For Downloaded purchases:

There are no refunds as it's not possible to "return" downloaded material. All the lesson packs are described in great detail, so make sure you read the entire description. Check out my official videos on YouTube to get familiar with my teaching to see if it works for you.

We send you the package to the particular lesson as soon as we see your payment.

We're using global shipping taxes so it's depending on which country you're living what taxes will be. We send you the CD:s/DVD:s as soon as we see your payment. If the product is broken in anyway you can send back the product and we deliver a new one. It's we that accepts if the damage is big enough for a new CD/DVD.

If you want a CD as files, we send you them with no taxes for delivering.

For Downloaded purchases:

There are no refunds as it's not possible to "return" downloaded material.

We send you the package to the particular product as soon as we see your payment.

### **Content Uploaded to Site**

Any personal information, video content or other content that you voluntarily disclose online (on discussion boards, IM communications, in messages and chat areas) become publicly available and can be collected and used by others.

### **User Eligibility**

The Site is intended for users who are fifteen (15) years of age or older. Any registration, use or access to the Site by anyone under the age of fifteen (15) is prohibited by these Terms of Use unless verified consent and permission is provided in writing by the parent or guardian. By using the Site you represent and warrant that you are fifteen (15) years of age or older, unless verified consent and permission is provided in writing by the parent or guardian.

### **User Registration**

If you choose to register for an account, you agree to provide accurate, complete information about yourself as requested during the registration process ("Registration Process"). You will provide all content and other materials for posting on the Site in accordance with the Company's policies in effect from time to time including, without limitation, the manner of transmission to the Company. You will also be fully responsible for all use of your account and for any actions that take place on the Site using your account.

### **Your Content Posted to the Site**

You are solely responsible for the content, profiles (including your name and image), messages, notes, text, information, music, video, advertisements, listings and any and all other content that you upload, publish or display (hereinafter, "post"), and the consequences of such posting,

transmission or sharing, on or through the Service or the Site, or transmit to or share with others users (collectively the "User Content"). You may not post, transmit or share User Content on the Site or Service that you did not create or that you do not have permission to post. You understand and agree that the Company may, but is not obligated to, review the Site and may delete or remove (without notice) any Site Content or User Content in its sole discretion, for any reason or no reason, including User Content that in the sole judgment of the Company violates this Agreement, applicable law, or which might be offensive, obscene, defamatory, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Site or provide to the Company. Company will terminate your access to the Site and/or Service if you are determined to be a repeat offender in its sole discretion. You represent and warrant that you have all rights in and to your User Content (whether through ownership or licenses, consents, and permissions from the owner) required for you to lawfully submit your User Content to the Site and grant the rights to your User Content provided in the Agreement. You further represent and warrant that your User Content posted to the Site has all required licenses, consents, releases and/or permissions to use the name and/or likeness of each identifiable individual person in your User Content in the manner contemplated by the Site and/or Service and this Agreement and the posting and transmission of your User Content does not violate the privacy rights, publicity rights, copyrights, patents, trademarks, contact rights or any other rights of any person or entity.

**Access and Interference:**

You agree that you will not use any robot, spider, scraper or other automated means to access the Web Site for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the site or any activities conducted on the Web Site; or (iii) bypass any measures we may use to prevent or restrict access to the Web Site.

**Force Majeure:**

Neither Company nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

**LIMITATIONS OF LIABILITY:**

Company does not assume any responsibility, or will be liable, for any damages to, or any viruses that may infect your computer, telecommunication equipment, or other property caused by or arising from your access to, use of, or browsing this Web Site, or your downloading of any information or materials from this Web Site. IN NO EVENT WILL COMPANY, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THIS WEB SITE, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS WEB SITE, ANY WEB SITES LINKED TO THIS WEB SITE, OR THE MATERIALS, INFORMATION OR SERVICES CONTAINED ON ANY OR ALL SUCH WEB SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS. IN THE EVENT OF ANY

PROBLEM WITH THIS WEB SITE OR ANY CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THIS WEB SITE. IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED THE GREATER OF TWENTY FIVE DOLLARS (\$25.00).

**Indemnity:**

You agree to defend, indemnify and hold Company and any affiliated company or individual harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or in connection with (i) the use of the Web Site or the Internet or your placement or transmission of any message or information on this Web Site by you or your authorized users; (ii) your violation of any term of this Agreement, including without limitation, your breach of any of the representations and warranties above; (iii) your violation of any third party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule or regulation of the United States or any other country; or (v) any other party's access and use of the Web Site with your unique username, password or other appropriate security code.

**Updated privacy policies regarding that European Union decided to adopt new regulations for personal data protection – that comes into effect on Friday May 25th 2018.**

Accordingly, we have developed this privacy policy in order for you to understand how we collect, use, communicate, disclose, safeguard and otherwise make use of your personally identifiable information ("Personal Data").

We will only collect and use your Personal Data where:

- we have lawful grounds to do so, including to comply with our legal obligations;
- we are performing a contract with you for our services; and
- we have legitimate interests in using your Personal Data and your interests and do not override those interests.

For the purposes of the EU General Data Protection Regulation ((EU) 2016/679) ("GDPR"), TeeBeeMusicAB is the "data controller". If you have any questions about this policy or about how we use your Personal Data, please contact me via our contact details at the end of this policy.

This policy is effective as of May 25, 2018. We review our privacy practices on an ongoing basis, and as such we may change this privacy policy from time to time. Please check this page frequently to ensure you are familiar with its current content.

- 1. Personal Data** we collect via our website [www.thomasberglund.com](http://www.thomasberglund.com) & [thomasberglundguitarlessons.com](http://thomasberglundguitarlessons.com)

Personal Data that you provide to us. We only collect Personal Data where you choose to interact with us on the Website in the following ways:

### **Types of Personal Data Collected**

When you sign-up to my newsletter:

- receive free content, including eBooks, videos and offers;
- Email address
- First name
- Last name

When you purchase a download from the website

- Name
- Email address
- Phone number
- Any Personal Data which you provide to us in the free text box of the form
- Payment method choice (payment details are held by our payment processor, not us)

We automatically collect certain information when you visit our Website – such as the type of browser and operating system you are using, and the domain name of your Internet service provider. We do not link this information with any Personal Data.

We may also collect data automatically through our use of cookies on the Website. Please see our cookie policy to find out about the types of cookies we set and why, and how you can adjust your settings to disable cookies.

- 2. Use of your Personal Data**

We will only use your Personal Data when the law allows us to. Most commonly, we use your Personal Data to:

- process and manage your use of our website;
- respond to your questions, comments and requests;
- where you have opted-in to receive marketing from us, deliver communications that are relevant to your preferences / may be of interest to you
- improve our services and Website through analysis of information.

### **3. Sharing of your Personal Data**

We take your privacy seriously and will not share your Personal Data with others, except as permitted by applicable law or as set out below:

We share Personal Data as necessary with third parties who provide services or functions on our behalf and who require the information to provide those specific services to us. These third parties may include social media advertising platforms such as Facebook and Google Adwords for the purpose of custom audience generation and the development of targeting criteria for other audiences. Please note that we have appropriate data privacy safeguards in place with third parties with whom we share Personal Data as described above and who are providing services or functions on our behalf.

### **4. Keeping your Personal Data secure**

We have implemented security policies and technical measures to safeguard the Personal Data we collect. We maintain physical, electronic and procedural safeguards that comply with applicable law, including the GDPR, to safeguard Personal Data from accidental loss, destruction or damage and unauthorised access, use and disclosure.

### **5. Retention periods for use of your Personal Data**

We will use and store your Personal Data only for as long as necessary, bearing in mind the uses of your Personal Data as described in this privacy policy and otherwise as communicated to you. We review the Personal Data we hold at regular intervals and delete permanently or anonymise any Personal Data which is no longer necessary.

## 6. Children

This Website and our services are aimed at adults, and we do not knowingly collect any Personal Data relating to children aged under 15 years old. If you are under the age of 15, please do not provide us with any of your Personal Data, including your email address.

## 7. Access to and control over your Personal Data

You have legal rights under applicable law in relation to your Personal Data. You can ask the following questions, or take the following actions, at any time by contacting us via email

**[thomasberglund.com@gmail.com](mailto:thomasberglund.com@gmail.com)**

- see what Personal Data we hold about you (if any), including why we are holding it and who it could be disclosed to;
- ask us to change/correct your Personal Data;
- ask us to delete your Personal Data;
- object to the processing of your Personal Data;
- ask us to restrict the processing of your Personal Data;
- withdraw any consents you have given us to the processing of your Personal Data; and
- express any concerns you have about third parties' use of your Personal Data.

## 8. Change of purpose

We will only use your Personal Data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to have an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us. If we need to use your Personal Data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

## 9. Contact Us

Email for Privacy Questions: **[thomasberglund.com@gmail.com](mailto:thomasberglund.com@gmail.com)**

**Thomas Berglund  
TeeBeeMusicAB**