

# Terms and Conditions

## Music File Organizer, Inc. Terms and Conditions of Use

### Terms and Conditions of Use

This site is owned and operated by Music File Organizer, Inc., hereafter the Company, and provides its services to you subject to the following conditions. If you visit [www.MusicFileOrganizer.com](http://www.MusicFileOrganizer.com), you affirmatively accept the following conditions. Continued use of the site constitutes the affirmative agreement to these terms and conditions. GII reserves the right to change the terms, conditions, and notices under which the GII sites and services are offered, including but not limited to the charges associated with the use of the GII website and services. You are responsible for regularly reviewing these terms and conditions and any additional terms and conditions. Your continued use of the GII website and services constitutes your agreement to all such terms, conditions, and notices (see TERMS & CONDITIONS and the PRIVACY POLICY). Please read them carefully.

### PRIVACY

Please review our PRIVACY POLICY, which also governs your visit to website.

### ELECTRONIC COMMUNICATIONS

When you visit the Company's website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### COPYRIGHT

All content on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of the Company or its content suppliers and protected by international copyright laws. The compilation of all content on this site is the exclusive property of the Company and protected by international copyright laws. All software used on this site is the property of the Company or its software suppliers and protected by international copyright laws.

### LICENSE AND SITE ACCESS

If you are an authorized person, then the Company grants you a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of the Company. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction services. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of the Company. You may not frame or utilize framing techniques to enclose any

trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Company and our affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilizing the Company's name or trademarks without the express written consent of the Company. Any unauthorized use terminates the permission or license granted by the Company.

#### YOUR ACCOUNT

If you use this site, you are 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. If you are under 18, you may use the Company's services only with involvement of a parent or guardian. The Company and its affiliates reserve the right to refuse service, terminate accounts, or remove and edit content, in their sole discretion.

#### WEBSITE & SERVICES

The Company has provided links and pointers to Internet sites maintained by third-parties. Neither the Company, its parent or subsidiary companies, nor their affiliates operate or control in any respect any information, products or services on these third-party sites. The material in this site and the third-party sites are provided "as is" and without warranties of any kind either expressed or implied. To the fullest extent permissible pursuant to the applicable law, the Company disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for particular purpose. The Company agrees not to disclose to anyone the terms, conditions, subject matter, or identity of the parties involved in any transaction to any other party. This disclaimer is intended for the Company's exclusive use.

#### ACCOUNT INFORMATION

You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead. The Company reserves the right (but not the obligation) to delete any account that includes any information which appears to be false.

#### PRODUCT DESCRIPTIONS

The Company and its affiliates attempt to be as accurate as possible in describing a product or service. However, the Company does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free.

#### OTHER BUSINESSES

We provide links to the sites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals or the content of their Web sites. The Company does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

#### DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THIS SITE IS PROVIDED BY THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. YOU EXPRESSLY

AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E- MAIL SENT FROM THE COMPANY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES.

By visiting the Company's website, you agree that the implemented laws, without regard to principles of conflict of laws, will govern these TERMS & CONDITIONS and any dispute of any sort that might arise between you and the Company or its affiliates.

#### SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies, such as our PRIVACY POLICY, posted on this site. These policies also govern your visit to the Company's Web sites. We reserve the right to make changes to our site, policies, and these TERMS & CONDITIONS at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.