

Digital Product Agreement

This Agreement (“Agreement”) is made effective by and between Mike Mastro, Mastro Tunes (the “Mastrotunes”), and purchaser of the digital product (hereafter “Client”), for the purpose of Client purchasing a digital product from Mastrotunes’s online shop (the “Product”). Client agrees to the terms and conditions below by checking the box in the online shopping cart checkout or by submitting payments for the Product.

- Digital Product Usage

After purchasing the digital product, Client will be given access to the product materials in within [48 hours] through a download delivered in his/her email. Client will have lifetime access to the materials so long as the product(s) is/are available.

Client may use the Product for his/her/their own personal use and business use and may only modify if allowed by Mastrotunes. Otherwise, client may not modify the language and may only use the product for own personal use and business use. If Client uses product for business, Client must tag or give credit to Mastrotunes for the copy of the Product he/she/they use, post or share.

- Fees & Payments Processing

In consideration for access to the Product provided by Mastrotunes, Client agrees to compensate Mastrotunes the fee indicated on the online shopping cart. If any payment methods are declined by the online payment processor, Client shall provide a new eligible payment method before receiving access to the Product. In the event Client has already been given access to the Product and a payment method is declined, Mastrotunes reserves the right to collect any and all outstanding receivables.

- Refund Policy

Due to the nature of digital products being immediately accessible upon purchasing, no refunds of any fees or other amounts paid by Client in connection with the Product will be allowed under any circumstances.

- Personal Information

By purchasing the Product, Client will be asked to provide personal information including their/her/his name, email address, mailing and billing address. Client agrees to allow Mastrotunes access to this personal information for all lawful purposes. Client is responsible for the accuracy of the identifying information, maintaining the safety and security of their/her/his identifying information, and updating Mastrotunes on any changes to their/her/his identifying information.

The billing information provided to Mastrotunes by Client will be kept secure and is subject to the same confidentiality and accuracy requirements as Client’s identifying information indicated above. Providing false or inaccurate information, or using the Product for fraud or unlawful activity, is grounds for immediate termination from the Product.

- Copyright

For personal use only.

- Warranties and Liability

Mastrotunes makes every effort to ensure that the Product is accurate and fit for the use of Mastrotunes's customers. However, Mastrotunes takes no responsibility whatsoever for the suitability of the Product, and Mastrotunes provides no warranties as to the function or use of the Product, whether express, implied or statutory, including without limitation any warranties of merchantability or fitness for particular purpose. Client agrees to indemnify Mastrotunes against all liabilities, claims, demands, expenses, actions, costs, damages, or loss arising out of Client's breach of terms and conditions. Mastrotunes shall not be liable to Client or any third party for consequential, indirect, special or exemplary damages including but not limited to damages for loss of profits, business or anticipated benefits whether arising under tort, contract, negligence or otherwise whether or not foreseen, reasonable foreseeable or advised of the possibility of such damages.

If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood, or other casualty or due to strikes, riot, storms, explosions, acts of God, death of them/him/herself or a family member, war or similar occurrence or condition beyond the reasonable control of the parties, the party so affected shall, upon giving prompt notice to the other party, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

- Guarantees

Mastrotunes does not make any guarantees as to the results, including financial or other person gains, of Client's use of the Product. Client agrees to take responsibility for Client's own results with regard to using the Product.

- Release & Reasonable Expectations

Client has spent a satisfactory amount of time reviewing Mastrotunes's business and has a reasonable expectation that Mastrotunes's Product will produce different outcomes. Client understands and agrees that:

- Every client and final result using the Product is different.
- The Product is distributed and intended for a mass audience/client.

- Entire Agreement

This is a binding Agreement that incorporates the entire understanding of the parties, supersedes

any other written or oral agreement between the parties, and any modifications but be declared and in writing, in agreeance and signed off by both parties, and physically attached to the original agreement.

- Mediation and Arbitration

Any and all disputes or disagreements rising between the parties out of this Agreement upon which an amicable understanding cannot be reached, shall be decided first by mediation, and if mediation is unsuccessful, then arbitration in accordance with the procedural rules of the American Arbitration Association. The arbitration proceeding shall take place in (California), unless another location is mutually agreed to by the parties. The cost and expenses of the arbitrators shall be (either) “shared equally by the parties” (or) “each parties own responsibility”. Each party shall be responsible for its own costs and expenses in presenting the dispute for arbitration, this includes but is not limited to travel cost, lodging cost, additional council cost.

- Transfer

This Agreement cannot be transferred or assigned to any third party without written consent of both parties

- Severability

In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.