



TUNEBUG.COM TERMS OF SERVICES AGREEMENT:

This Terms of Services Agreement ("Agreement") applies to the Tunebug web site located at www.tunebug.com (the "Web Site"). The Web Sites are the property of Tunebug, Inc. ("Tunebug") and this Agreement constitutes a legally binding agreement between you (the user) and Tunebug and applies to the use of all Tunebug services available via the Web Site ("Services"). By accessing the Web Site, you agree to abide by all federal and state laws along with local or community codes and ordinances as well as this Agreement whether you are a registered user (which means you have registered with Tunebug) or are a visitor (which means you are visiting the site and browsing the Web Site but have not registered).

TERM AND TERMINATION:

This Agreement will become effective upon your acceptance of the Terms of Services Agreement and/ or by the use of the Web Site and will remain in effect unless terminated. Either you or Tunebug may terminate your account at any time, for any reason or no reason, without explanation, effective upon sending written notice to the other party. Tunebug reserves the right to immediately suspend or terminate your access to any of the Services, without notice, for any reason including but not limited to breaching any of the terms and conditions set forth in this Agreement. We also reserve the right to remove your account information or data from our site and any other records at any time at our sole discretion. In the event your access to any of the services is suspended due to the breach of this Agreement, you agree that all fees paid by you will be nonrefundable and all outstanding or pending payments will immediately be due. You may terminate your account at any point by filling out our contact form located at the following URL: www.tunebug.com/contact

CONTENT

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SITE TERMS OF USE MODIFICATIONS:

Tunebug reserves the right to change this Agreement at any time through the use of posting on the Web Site. Notification of all changes will be posted 30 days before the change becomes effective. Continued use of the Web Site or Services after any of these changes shall constitute your agreement to the changes and will hold you bound to the changes. Furthermore, the services may modify, suspend or discontinue any portion of the Services or Content at any time without notice and shall not be held liable for may occur.

DISCLAIMER:

The materials on the Web Site and the Services are provided "as is". Tunebug makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Tunebug does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on the Web Site or otherwise relating to such materials or on any sites linked to this site. Furthermore, the materials appearing on the Web Site could include technical, typographical, or photographic errors. Tunebug does not warrant that any of the materials on the Web Site are accurate, complete, or current. It is the user's responsibility to ensure that any information listed on the site is accurate prior to engaging in payment for Services. Tunebug may make changes to the Content or Services at any time without notice. Tunebug does not, however, make any commitment to update the materials.

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USER LICENSE:

Tunebug grants users of the Web Site and Services a limited, revocable, non exclusive license to access the Web Site, Content and Services. This is a grant of a license, not a transfer of title, and under this license you may not modify or copy the materials; use the materials for any commercial purpose, or for any public display (commercial or non-commercial); attempt to decompile or reverse engineer any software contained on the ite; remove any copyright or other proprietary notations from the materials; or transfer the materials to another person or "mirror" the materials on any other server. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Tunebug at any time.



LEGAL:

All Terms of Services will be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law provision. By agreeing to this Agreement, you agree to submit to the personal jurisdiction of the state or federal courts located in Sacramento County, California to resolve any claim, dispute or cause of action you have relating to this statement or Tunebug within one year of the cause of action or other relevant statute of limitation. Furthermore, if any claim, action, suit or proceeding is initiated against Tunebug in relation to your actions, content, information or services, or your uses of services offered by a property owner, you agree to indemnify and hold Tunebug harmless from and against any and all damages, losses or legal fees related to such a claim, and further agree to waive any and all claims you have against Tunebug.

PROPRIETARY RIGHTS:

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PASSWORD:

Tunebug goes to great lengths to ensure security of all login and password information. However, we encourage all members to keep all login and password information highly confidential. In accepting this Agreement, you agree to keep your login and password strictly confidential. In the case of the transfer of the confidential information to any unauthorized users, you agree to notify Tunebug immediately at which time you will select a new login and password in order to minimize losses or unauthorized transactions.

As the user you agree that neither Tunebug nor any associated affiliates will be held liable for any unauthorized transactions made through the use of the user's login and password, that which occurs before the user has notified Tunebug of possible use of the information and which Tunebug has a reasonable opportunity to act on. Furthermore, the user shall incur any liability to the Web or Services and that of other users resulting in such a transaction. Tunebug reserves the right to cancel Services without notification or refund if the login and password information is found or suspected to be used in any fraudulent manner.

SITE LINKS:

Tunebug has not reviewed all of the sites linked to the Web Site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Tunebug of the site. Use of any such linked web site is at the user's own risk and in no way should Tunebug be held liable for any damages in accordance with the use of links.



TERMINATION OF SERVICES:

You agree and understand that Tunebug has sole discretion to deny or terminate your access to the Web and Services without prior notice and at any point if we believe that your use of the Web has or will violate this Agreement, any of the rights of Tunebug, any rights of another user, or any federal or state law. You understand and agree that Tunebug will not provide any refund whatsoever to any denied or terminated users should there be a violation of any of these aforementioned rights or of this Agreement.

INDEMNIFICATION:

You agree to indemnify, defend and hold Tunebug, its agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (e.g. relevant advertisers, syndication partners, licensors, licensees, consultants and contractors) (collectively "indemnified person(s)") harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified person(s), arising out of, related to or which may arise from your use of the Web , the Services, and/or your breach of any term of this Agreement.

LIMITATION OF LIABILITY:

In no event will Tunebug, its agents, affiliates, subsidiaries, directors, officers, or employees, be liable for any lost profits or any indirect, consequential, special, incidental or punitive damages arising out of, based on, or resulting from your use of the Web Site or the Services, even if we have been advised of the possibility of such damages. Again, these limitations and exclusions apply without regard to whether the damages arising out of relating to the use, inability to use, or resulting from the use of the Web Site, the Services, whether based on warranty, contracts, statutes, regulations, tort (including but not limited to, negligence) or any other legal theory even if we have been advised of the possibility of such damages. In any event, the maximum liability of Tunebug arising out of your use of the Web Site or the Services shall be the total amount paid by you, if any, to Tunebug. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. You expressly waive all rights you may have under Section 1532 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

CONTACT:

Should you have any questions or concerns about this Agreement, the Web Site or the Services provided by Tunebug, please feel free to contact us at www.tunebug.com/contact