

EarMaster License Agreement

EarMaster ApS · www.earmaster.com

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If you are under the age of majority and use a personal account, a parent or guardian must accept this agreement for you.

If you got the Software from the Apple App Store or Google Play, the store's license terms apply, and this agreement applies as far as they allow.

1. License

EarMaster grants you a non-exclusive right to use the Software as set out below. EarMaster and its licensors keep all rights in the Software. EarMaster is a registered trademark of EarMaster ApS, and this agreement gives no right to use it.

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- Free use: the free content, on any device you own or are allowed to use.
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- Family Pack: up to 3 users in one household, each on 2 computers, on the same terms.
- School or organization account: while the organization keeps your account active and its license with EarMaster is in force.
- Teaching: a teacher may show the Software to a class from the teacher's own licensed device.

Prices, payment, renewal and cancellation are covered by the Terms and Conditions: <https://www.earmaster.com/terms-and-conditions.html>
Purchases are non-refundable, except as mandatory law provides.

3. Restrictions

You may not:

- share an account, license key or login, or use a license on more users or devices than it allows;
- rent, lend, sublicense or resell the Software or access to it, except as section 4 allows;
- copy, extract or distribute the content of the Software, except through its own features, such as printing and export;
- bypass license checks, activation or other technical protection;
- reverse engineer, decompile or disassemble the Software, except as far as the law expressly allows it.

4. Transfer

You may transfer a perpetual license to another person if you remove the Software from your computers, keep no copies, and the new owner accepts this agreement. Contact EarMaster to move the registration. Subscriptions, passes and organization accounts cannot be transferred. EarMaster may transfer this agreement to a company that takes over the Software.

5. Your content and data

You keep the rights you have in material you create in the Software, such as exercises and workbooks. You give EarMaster a non-exclusive, free right to store, process and transmit it, only to run the Software and its online features, until the material is deleted.

Online features, such as sync and EarMaster Cloud, need an internet connection and an EarMaster account. Personal data is handled under the Privacy Policy (<https://www.earmaster.com/privacy-policy.html>) and, for organization accounts, the Data Processing Agreement (<https://www.earmaster.com/data-processing-agreement.html>), not under this section.

6. Changes and pre-release versions

EarMaster may change the Software and its online features for valid reasons, such as security, new operating systems or improvements, at no extra cost to you. If a change makes an active subscription clearly worse, EarMaster will tell you in advance, and you may cancel the subscription.

Beta and other pre-release versions are for testing, may contain errors and may stop working after a set date. Do not share them.

7. Third-party components

Third-party components in the Software are covered by their own license terms, which are supplied with the Software.

8. Warranty

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If you are a consumer, your statutory rights are not affected, including the right to have faulty digital content corrected.

9. Liability

IF YOU ARE A BUSINESS OR ORGANIZATION, EARMMASTER IS NOT LIABLE FOR INDIRECT LOSS, SUCH AS LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION, AND ITS TOTAL LIABILITY IS LIMITED TO THE PRICE PAID FOR THE LICENSE CONCERNED, OR FOR A SUBSCRIPTION OR OTHER RECURRING LICENSE, TO THE AMOUNT PAID IN THE 12 MONTHS BEFORE THE CLAIM AROSE.

IF YOU ARE A CONSUMER, EARMMASTER IS LIABLE AS THE LAW PROVIDES. FOR SLIGHT NEGLIGENCE, EARMMASTER IS ONLY LIABLE FOR BREACH OF ESSENTIAL OBLIGATIONS (THOSE THAT MAKE PROPER USE OF THE SOFTWARE POSSIBLE AND ON WHICH YOU MAY RELY), AND ONLY FOR TYPICAL, FORESEEABLE DAMAGE.

THESE LIMITS DO NOT APPLY TO INTENT, GROSS NEGLIGENCE, PERSONAL INJURY OR ANY LIABILITY THAT THE LAW DOES NOT ALLOW TO BE LIMITED.

10. Termination

If you seriously breach this agreement and do not correct the breach within 14 days of notice, EarMaster may end your rights under it. A breach that cannot be corrected needs no notice. You must then stop using the Software and remove it. Sections 1, 3, 8, 9 and 11 continue to apply.

11. Governing law and general terms

This agreement is governed by Danish law, without its conflict-of-law rules and without the UN Convention on Contracts for the International Sale of Goods. Disputes are settled by the courts of Denmark. If you are a consumer, you keep the protection of the mandatory law of the country where you live, you may also sue EarMaster there, and EarMaster may only sue you there.

For organization accounts, the organization's agreement with EarMaster and the Data Processing Agreement take precedence over this agreement. This agreement takes precedence over the Terms and Conditions.

If language versions of this agreement differ, the English version applies, unless the law where you live requires otherwise. If a provision is invalid, the rest still applies.

12. Contact

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