



TERMS AND CONDITIONS

Welcome to CHEST, a service provided by ARBORIUM LLC, a Wyoming Limited Liability Company ("CHEST", "We" or "Us").

These terms (the "Terms") govern your use of chestmusic.com (the "Website") and other services provided by CHEST (the "Services").

These Terms constitute a legally binding contract (the "Agreement"), between you and CHEST in relation to your use of the Website.

TERMS OF ACCESS AND USE

Subject to these Terms, we grant you a limited, non-exclusive, nontransferable personal license to access and use the Services.

By accessing and using the Services, you represent and warrant that you are over eighteen (18) years of age or the applicable age of majority in your jurisdiction, and that you are either an individual acting on your own behalf, or the authorized agent of another individual or business.

Your use of the Services as an authorized agent shall not relieve you of personal responsibility for your use of the Services.

The rights granted to you by these Terms may be revoked by CHEST at any time, in its sole discretion.

The Services are hosted and operated in the United States of America and we make no representation that any content is appropriate for access outside of the United States.

Those who choose to access the Services from outside the United States do so on their own initiative and are responsible for compliance with local laws

LIMITED LIABILITY AND HOLD HARMLESS

You agree to use the Services at your own sole risk, and agree to hold harmless CHEST and its licensors and/or any of our or their respective successors and assigns from any and all liability, harm, damages, costs (including attorney's fees and legal and court costs), expenses, allegations, claims and legal action of any kind at any time or of any sort that may arise from your use of the Services, any violation of these Terms or of applicable law, or any third party claim of the usage of the Services.

Your agreement to these Terms shall permanently and wholly bar you from any legal action of any sort towards CHEST for the use of the Services or any resultant effects of any sort, shape, kind or type,



including any statutory and/or tort actions, specifically inclusive of any legal, action of any type, kind, or sort.

ALL INFORMATION, CONTENT AND MATERIALS PROVIDED VIA THE SERVICES ARE PROVIDED "AS IS." WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER WARRANTY, CONDITION, GUARANTY, OR REPRESENTATION, INCLUDING BUT NOT LIMITED TO THE ACCURACY, TIMELINESS OR USEFULNESS OF ANY INFORMATION OR MATERIALS PROVIDED VIA THE SERVICES. WE CANNOT GUARANTEE THAT ACCESS TO OR USE OF THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, ERROR-FREE OR SECURE. WE EXPRESSLY DISCLAIM ALL WARRANTIES TO THE FULLEST EXTENT OF THE LAW. NEITHER CHEST NOR ANY OF OUR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, REPRESENTATIVES, AGENTS, PREDECESSORS, SUCCESSORS, LICENSORS OR ASSIGNS SHALL BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES INCURRED IN CONNECTION WITH USE OF, OR INABILITY TO USE, THE SERVICES OR ANY OF THE INFORMATION OR MATERIALS PROVIDED ON THE SERVICES, OR ANY DAMAGE OR LOSS, INTERRUPTIONS, ERRORS, DEFECTS, OR DELAYS IN PERFORMANCE, REGARDLESS OF THE CLAIM AS TO THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR LICENSORS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO \$100. THE FOREGOING IS APPLICABLE TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

TERMINATION

We reserve the right to terminate these Terms and your access to the Services at any time without notice. Your rights under these Terms will automatically and immediately terminate if you fail to comply with your promises and obligations stated in these Terms.

MODIFICATIONS

We may change these Terms from time to time, and expect to do so as we evolve and expand the Services. Any such changes will become effective immediately upon your assent thereto.

Continuing use of the Services after changes to the Terms have been posted shall be deemed assent to the changes.

If you object to any such changes, your sole recourse will be to cease using the Services.

Continued use of the Services following posting of any such changes will indicate your acknowledgement of such changes and your agreement to be bound by the revised Terms, inclusive of such changes.

ENTIRE AGREEMENT



These Terms constitute the entire agreement between you and us with respect to your access to and use of the Services.

ENFORCEABILITY

If any provisions hereof are deemed invalid or unenforceable, they will be severed or construed to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions shall remain in full force and effect.

No waiver of any provision by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

JURISDICTION AND APPLICABLE LAW

These Terms shall be construed and enforced in accordance with the laws of the United States and the State of Florida, without regard to any conflict of law provisions, and any and all legal actions in connection with the Services and/or these Terms shall be brought exclusively in the federal or state courts located in Miami Dade County, Florida, U.S.A.