

MYELIN APP TERMS OF SERVICE

Last modified: September 12, 2017

Myelin App is operated by Music Buddies Co. Ltd. (“Myelin App,” “our,” “we,” or “us”) and provides a platform to maximize efficiency in the learning of a musical instrument by prompting, guiding and rewarding users to practice on tasks, and by increasing engagement in between lessons. Please read our Terms of Service regarding your use of Myelin App. You agree to our Terms of Service (“Terms”) by installing, accessing, or using our app, services, features, software, or website (together, “Services”).

ABOUT OUR SERVICES

Registration. You must register for our Services using accurate data, including but not limited to email address.

Age. In addition to being of the minimum required age to use our Services under applicable law, if you are not old enough to have authority to agree to our Terms in your country, your parent or guardian must agree to our Terms on your behalf.

Devices and Software. You must provide certain devices, software, and data connections to use our Services, which we otherwise do not supply. For as long as you use our Services, you consent to downloading and installing updates to our Services, including automatically.

Fees and Taxes. You are responsible for all carrier data plan and other fees and taxes associated with your use of our Services. We may charge you for our Services, including applicable taxes. We may refuse or cancel orders. We do not provide refunds for our Services, except as required by law.

Privacy policy and user data. Myelin App cares about your privacy. Myelin App’s Privacy Policy describes our information practices, including the types of information we receive and collect from you and how we use and share this information. You agree to our data practices, including the collection, use, processing, and sharing of your information as described in our Privacy Policy, as well as the transfer and processing of your information to countries globally where we have or use facilities, service providers, or partners, regardless of where you use our Services. You acknowledge that the laws, regulations, and standards of the country in which your

information is stored or processed may be different from those of your own country.
Acceptable use of our services

OUR TERMS AND POLICIES

You must use our Services according to our Terms and posted policies. If we disable your account for a violation of our Terms, you will not create another account without our permission.

Legal and Acceptable Use. You must access and use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: (a) violate, misappropriate, or infringe the rights of Myelin App, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone; (e) involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, and the like; or (f) involve any non-personal use of our Services unless otherwise authorized by us.

Harm to Myelin App or Our Users. You must not (or assist others to) access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit our Services in impermissible or unauthorized manners, or in ways that burden, impair, or harm us, our Services, systems, our users, or others, including that you must not directly or through automated means: (a) reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services; (b) send, store, or transmit viruses or other harmful computer code through or onto our Services; (c) gain or attempt to gain unauthorized access to our Services or systems; (d) interfere with or disrupt the integrity or performance of our Services; (e) create accounts for our Services through unauthorized or automated means; (f) collect the information of or about our users in any impermissible or unauthorized manner; (g) sell, resell, rent, or charge for our Services; or (h) distribute or make our Services available over a network where they could be used by multiple devices at the same time.

Keeping Your Account Secure. You are responsible for keeping your device and your Myelin App account safe and secure, and you must notify us promptly of any unauthorized use or security breach of your account or our Services.

Third-party services. Our Services may allow you to access, use, or interact with third-party websites, apps, content, and other products and services. Please note that when you use third-party services, their own terms and privacy policies will govern your use of those services.

LICENSES

Your Rights. Myelin App does not claim ownership of the information that you submit for your Myelin App account or through our Services. You must have the necessary rights to such information that you submit for your Myelin App account or through our Services and the right to grant the rights and licenses in our Terms.

Myelin App's Rights. We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Services. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights unless you have our express permission.

Your License to Myelin App. In order to operate and provide our Services, you grant us a worldwide, non-exclusive, royalty-free, sub-licensable, and transferable license to use, reproduce, distribute, create derivative works of, display, and perform the information (including the content) that you upload, submit, store, send, or receive on or through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services (such as to allow us to display your profile picture, transmit your messages, store your undelivered messages on our servers as we try to deliver them, and otherwise as described in our Privacy Policy).

Myelin App's License to You. We grant you a limited, revocable, non-exclusive, non-sub-licensable, and non-transferable license to use our Services, subject to and in accordance with our Terms. This license is for the sole purpose of enabling you to use our Services, in the manner permitted by our Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

DISCLAIMERS

YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE ARE PROVIDING OUR SERVICES ON AN "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. WE DO NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE OPERATIONAL,

ERROR FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL, AND ARE NOT RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES OR THE FEATURES, SERVICES, AND INTERFACES OUR SERVICES PROVIDE. WE ARE NOT RESPONSIBLE FOR AND ARE NOT OBLIGATED TO CONTROL THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS OR OTHER THIRD PARTIES. YOU RELEASE US, OUR SUBSIDIARIES, AFFILIATES, AND OUR AND THEIR DIRECTORS, ADVISORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, THE “MYELIN APP PARTIES”) FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE (TOGETHER, “CLAIM”) AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD PARTIES.

Limitation of liability

THE MYELIN APP PARTIES WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES, EVEN IF THE MYELIN APP PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES WILL NOT EXCEED THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN OUR TERMS, IN SUCH CASES, THE LIABILITY OF THE MYELIN APP PARTIES WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Myelin App Parties from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following: (a) your access to or use of our Services, including information provided in connection therewith; (b) your breach or alleged breach of our Terms; or (c) any misrepresentation made by you. You will cooperate as fully as required by us in the defense or settlement of any Claim.

Jurisdiction and dispute resolution

Governing Law. The laws of the Hong Kong Special Administrative Region, China govern our Terms. Any dispute, controversy, difference or claim arising out of or

relating to this terms and conditions, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong. The seat of arbitration shall be Hong Kong.

Availability and termination of our services

Availability of Our Services. Our Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices and platforms, at any time. Events beyond our control may affect our Services, such as events in nature and other force majeure events.

Termination. We may modify, suspend, or terminate your access to or use of our Services anytime for any reason, such as if you violate the letter or spirit of our Terms or create harm, risk, or possible legal exposure for us, our users, or others. The following provisions will survive any termination of your relationship with Myelin App: “Licenses,” “Disclaimers,” “Limitation of Liability,” “Indemnification,” “Dispute Resolution,” “Availability and Termination of our Services” and “Others”.

Others

- Unless a mutually executed agreement between you and us states otherwise, our Terms make up the entire agreement between you and us regarding Myelin App and our Services, and supersede any prior agreements.
- We may ask you to agree to additional terms for certain of our Services in the future, which will govern to the extent there is a conflict between our Terms and such additional terms.
- Our Services are not intended for distribution to or use in any country where such distribution or use would violate local law or would subject us to any regulations in another country. We reserve the right to limit our Services in any country.
- Our Terms are written in English (U.S.). Any translated version is provided solely for your convenience. To the extent any translated version of our Terms conflicts with the English version, the English version controls.
- Any amendment to or waiver of our Terms requires our express consent.
- We may amend or update these Terms. We will provide you notice of amendments to our Terms, as appropriate, and update the “Last Modified” date at the top of our Terms. Your continued use of our Services confirms your acceptance of our

Terms, as amended. If you do not agree to our Terms, as amended, you must stop using our Services. Please review our Terms from time to time.

- All of our rights and obligations under our Terms are freely assignable by us to any of our affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner.
- You will not transfer any of your rights or obligations under our Terms to anyone else without our prior written consent.
- Nothing in our Terms will prevent us from complying with the law.
- Except as contemplated herein, our Terms do not give any third-party beneficiary rights.
- If we fail to enforce any of our Terms, it will not be considered a waiver.
- If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from our Terms and shall not affect the validity and enforceability of the remaining provisions.
- We reserve all rights not expressly granted by us to you. In certain jurisdictions, you may have legal rights as a consumer, and our Terms are not intended to limit such consumer legal rights that may not be waived by contract.
- We always appreciate your feedback or other suggestions about Myelin App and our Services, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

Please review the following documents, which provide additional information about your use of our Services:

Myelin App Privacy Policy

Myelin App Intellectual Property Policy

MYELIN APP
PRIVACY POLICY AND PERSONAL INFORMATION COLLECTION STATEMENT

Last modified: September 12, 2017

We at Myelin App place utmost importance in ensuring that your privacy is respected and protected. WE DO NOT SELL OR PROVIDE ANY PERSONAL IDENTIFIABLE INFORMATION TO THIRD PARTIES. Our Privacy Policy and Personal Information Collection Statement (together “Privacy Policy”) help explain what information we collect and how this affects you. We also explain the steps we take to protect your privacy while giving you control over who you communicate with on our Services.

When we say “Myelin App,” “our,” “we,” or “us,” we are referring to the Myelin App as operated by Music Buddies Co. Ltd. This Privacy Policy (“Privacy Policy”) applies to all of our apps, services, features, software, and website (together, “Services”) unless specified otherwise.

Please also read Myelin App’s Terms of Service (“Terms”), which describes the terms under which you use our Services.

Information We Collect

Myelin App receives or collects information when we operate and provide our Services, including when you install, access, and/or use our Services.

Information You Provide

- **Your Account Information.** You have to provide your email address to create a Myelin App account. You may also at your option add other information to your account, including but not limited to a profile name, profile picture, age, gender, experience and qualification in music learning. By providing additional information to us, we will be able to more accurately tailor our Service to your needs, and hence improving your overall experience in using our Service. Nevertheless, such other information is optional and you can still enjoy the basic features of our Service should you choose not to provide such information.
- **Your Messages in the Chatroom.** We do not access your messages in the ordinary course of providing our Services to you. Your messages are encrypted end-to-end, which means that your messages are encrypted to protect against us and third parties from reading them.
- **Customer Support.** You may provide us with information related to your use of our Services, including copies of your messages, and how to contact you so we

can provide you customer support. For example, you may send us an email with information relating to our app performance or other issues.

Automatically Collected Information

- **Usage and Log Information.** We collect service-related, diagnostic, and performance information. This includes information about your activity (such as your repertoire and tasks, how you use our Services, how you interact with others using our Services, and the like), log files, and diagnostic, crash, website, and performance logs and reports.
- **Transactional Information.** If you pay for our Services, we may receive information and confirmations, such as payment receipts, including from app stores or other third parties processing your payment.
- **Device and Connection Information.** We collect device-specific information when you install, access, or use our Services. This includes information such as hardware model, operating system information, browser information, IP address, mobile network information including phone number, and device identifiers.
- **Cookies.** We use cookies to operate and provide our Services, improve your experiences, understand how our Services are being used, and customize our Services.

How We Use Information

We use all the information we have to help us operate, provide, improve, understand, customize, support, and market our Services.

- **Our Services.** We operate and provide our Services, including providing customer support, and improving, fixing, and customizing our Services. We understand how people use our Services, and analyze and use the information we have to evaluate and improve our Services, research, develop, and test new services and features, and conduct troubleshooting activities. We also use your information to respond to you when you contact us. We use cookies to operate, provide, improve, understand, and customize our Services.
- **Safety and Security.** We verify accounts and activity, and promote safety and security on and off our Services, such as by investigating suspicious activity or violations of our Terms, and to ensure our Services are being used legally.
- **Communications About Our Services.** We communicate with you about our Services and features and let you know about our terms and policies and other important updates.
- **Commercial Messaging.** We will allow you and third parties, like businesses, to communicate with each other using Myelin App. Messages you may receive

containing marketing could include an offer for something that might interest you.

- **Institutional Account.** We share any such information collected as stipulated herein (under Usage and Log Information) with your institution administrator when you sign up as an institution teacher, or when your student account is connected to an institution teacher.
- **Transfer of Information.** The information that you provide to us will be transferred through a secure and encrypted means.

Information You and We Share

You share your information as you use and communicate through our Services, and we share your information to help us operate, provide, improve, understand, customize, support, and market our Services.

- **Account Information.** Your phone number, profile name and photo, news feed may be available to anyone who uses our Services, although you can configure your profile settings to determine whether you want to make your information available to other users.
- **Children.** If you are under the age of 18, you must consult your parents/ guardians and seek their consent before providing any information to us.

Assignment, Change Of Control And Transfer

All of our rights and obligations under our Privacy Policy are freely assignable by us to any of our affiliates, in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner.

Managing Your Information

If you would like to manage, change, limit, or delete your information, we allow you to do that through the following tools:

- **Profile Settings.** You can change your profile settings to manage certain information available to other users.
- **Deactivating Your Myelin App Account.** You may deactivate your Myelin App account at any time (including if you want to revoke your consent to our use of your information) by contacting us through email. Please remember that when you deactivate your account, it does not affect the information other users have relating to you, such as their copy of the messages, repertoire or tasks you sent or set for them.
- **Access to your information.** You may request access to a copy of your information and make corrections by following the details as set out in Contact Us.

Law and Protection

We may collect, use, preserve, and share your information if we have a good-faith belief that it is reasonably necessary to: (a) respond pursuant to applicable law or regulations, to legal process, or to government requests; (b) enforce our Terms and any other applicable terms and policies, including for investigations of potential violations; (c) detect, investigate, prevent, and address fraud and other illegal activity, security, or technical issues; or (d) protect the rights, property, and safety of our users, Myelin App, or others.

Our Global Operations

You agree to our information practices, including the collection, use, processing, and sharing of your information as described in this Privacy Policy, as well as the transfer and processing of your information to countries globally where we have or use facilities, service providers, or partners, regardless of where you use our Services. You acknowledge that the laws, regulations, and standards of the country in which your information is stored or processed may be different from those of your own country.

Updates To Our Policy

We may amend or update our Privacy Policy. We will provide you notice of amendments to this Privacy Policy, as appropriate, and update the “Last Modified” date at the top of this Privacy Policy. Your continued use of our Services confirms your acceptance of our Privacy Policy, as amended. If you do not agree to our Privacy Policy, as amended, you must stop using our Services. Please review our Privacy Policy from time to time.

Contact Us

If you have questions about our Privacy Policy, please contact us at info@myelinapp.com.

Music Buddies Co. Ltd.

Unit 503, Premier Center, 20 Cheung Wan Street, Kowloon, Hong Kong

MYELIN APP INTELLECTUAL PROPERTY POLICY

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Myelin App ("Myelin App," "our," "we," or "us") is committed to helping our users and others protect their intellectual property rights. Our users agree to our Terms of Service ("Terms") by installing, accessing, or using our apps, services, features, software, or website (together, "Services"). Our Terms do not allow our users to violate someone else's intellectual property rights when using our Services, including their copyrights and trademarks.

As explained in more detail in our Privacy Policy, we do not access our users' messages in the ordinary course of providing our Services. We do, however, host our users' account information, including our users' profile picture, profile name, or status message, if they decide to include them as part of their account information.

Copyright

To report copyright infringement and request that Myelin App remove any infringing content it is hosting (such as a Myelin App user's profile picture, profile name, or status message), please email a completed copyright infringement claim to info@myelinapp.com (including all of the information listed below).

Before you report a claim of copyright infringement, you may want to send a message to the relevant Myelin App user you believe may be infringing your copyright. You may be able to resolve the issue without contacting Myelin App.

Trademark

To report trademark infringement and request that Myelin App remove any infringing content it is hosting, please email a complete trademark infringement claim to info@myelinapp.com (including all of the information listed below).

Before you report a claim of trademark infringement, you may want to send a message to the relevant Myelin App user you believe may be infringing your trademark. You may be able to resolve the issue without contacting Myelin App.

What to include in your copyright or trademark infringement claim to Myelin App

Please include all of the following information when reporting a copyright or trademark infringement claim to Myelin App:

- Your complete contact information (full name, mailing address, and phone number). Note that we regularly provide your contact information, including your name and email address (if provided), the name of your organization or client who owns the rights in question, and the content of your report to the

person whose content you are reporting. You may wish to provide a professional or business email address where you can be reached.

- A description of the copyrighted work or trademark that you claim has been infringed.
- A description of the content hosted on our Services that you claim infringes your copyright or trademark.
- Information reasonably sufficient to permit us to locate the material on our Services.
- A declaration that:
 - You have a good faith belief that use of the copyrighted or trademarked content described above, in the manner you have complained of, is not authorized by the copyright or trademark owner, its agent, or the law;
 - The information in your claim is accurate; and
 - You declare, under penalty of perjury, that you are the owner or authorized to act on behalf of the owner of an exclusive copyright or trademark that is allegedly infringed.
- Your electronic signature or physical signature.