

# Terms And Conditions

## LEARNINGDRUM ADVERTISEMENT PROGRAM

Valid from 2012-01-06 (yyyy-mm-dd).

### 1. Acceptance of agreement

You accept this agreement by setting the value of the checkbox "I accept Learningdrum Terms & Conditions" to true at Learningdrum [Place Order](#) webpage or by signing or orally accepting the agreement.

### 2. Changes to the agreement or charges

If we: (A) Increase the charges included in your monthly recurring payment plan (B) modify a material term of our agreement with you and the modification would be materially adverse to you, we will notify you of the increase or modification and you can cancel that service without paying a cancellation fee (which is your only remedy) by following the cancellation instructions in the notice.

If you do not cancel your service by following those instructions, or you otherwise accept the change, then you agree to the increase or modification, even if you paid for service in advance. If the notice does not say how long you have to cancel, then it is within 14 days after the date of the notice.

### 3. Cancellation of advertisement service

If you select a rate plan with a fixed term longer than 1 month, then this agreement will continue for the full number of months selected. You may cancel service for any reason by providing us with notice, which cancellation will take effect on or before the beginning of next billing cycle after the notice period.

In case of cancellation of the Learningdrum advertisement program the period of notice is 30 days. Valid notice of cancellation is done by filling out our online [Cancel Campaign](#) form. If the period of notice ends in the next following billing period, full payment has to be paid for this last billing period.

We may suspend or terminate your service for any reason or no reason upon 3 days notice. If you breach the agreement, we may suspend or terminate your service immediately without prior notice and do the same for any other service you receive under any other agreement with us.

You breach the agreement by:

(A) Failing to pay any sum or due. (B) Failing to comply with any provision in this agreement or any other agreement with us. (C) Becoming the subject of any proceedings under the bankruptcy code. (D) Becoming insolvent or (E) your financial institution dishonoring or returning for insufficient funds your check or credit card.

In the event of cancellation, you're responsible for payment of all charges due to us under the agreement, which charges will be immediately due and payable.

### 4. Billing, charges and late fees

You authorize us to verify your creditworthiness with a credit-reporting agency at any time. Subscription advertisers will be charged for service or other features on a 3 month billing cycle basis and we may change the billing cycle at any time. You agree to timely pay in full all charges and fees associated with the service.

### Questions answered by

Learningdrum  
Customer Service

Phone: +46 766-477 398

Fax: +46 70 230 61 05

E-mail:

[administrator@learningdrum.com](mailto:administrator@learningdrum.com)

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### 5. Incorrect charges

If you believe your bill contains an incorrect charge, you have 60 days from the date of the first bill that contains the charge to notify us or you waive any right to dispute the charge. To notify us, please contact Learningdrum by e-mail at [administrator@learningdrum.com](mailto:administrator@learningdrum.com). If you accept a credit to resolve an issue, you agree the issue is fully resolved. If we accept or partial payments with limiting notations, it will not waive any of our rights to collect all amounts that you owe us and it will not be an accord or satisfaction. If we agree to an alternate payment plan, we may confirm it in any manner, including by electronic means.

If your financial institution dishonors or returns for insufficient funds your check, money order credit card, it is a breach of this agreement and we may (A) charge you a fee of SEK 200 or such amount as may permitted by law, (B) stop accepting checks, credit card or other similar payment methods from you, and (C) immediately suspend or cancel your service. We may use a collection agency and charge you for their fees billed to us for trying to collect what you owe us.

Late fees:

You agree to pay 1,5% or SEK 100 per month, whichever is greater, on any past due balances until paid. This late fee may be charged regardless of any disputes you may have raised regarding your invoiced charges.

### 6. Payment

Learningdrum invoices shall be paid as followed:

Citizens outside Sweden:

Important! Tag your payment with your advertiser number and invoice number. Send payment through your bank or Internet bank to the following bank account:

BIC/SWIFT: SWEDSESS

IBAN: SE9680000832799031459572

Receiving bank: Swedbank, Sweden.

Receiving company: Studio Puka

No service for credit card payments is available at this point.

### 7. Limitation of liability

We are not liable to you, other users of Learningdrum.com or third parties for any deficiency in performance or quality, caused in whole or part by an act or omission of an underlying carrier or service provider, web site, messaging community, dealer equipment or facility failure, network problems, strikes, fire, terrorism, war, riot, emergency, government actions, equipment or facility shortage or relocation, hacker attacks, computer viruses or causes beyond our reasonable control.

Even if Learningdrum has been advised of possibility of damages, Learningdrum and Learningdrum

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affiliates will not be liable to you or any of your employees, agents, customers or any third parties for any damages arising from use of Learningdrum, including without limitation: punitive, exemplary, incidental, treble, special, or consequential damages; loss of privacy or security damages; personal injury or property damages; copyright, trademark, patent, trade secrets, or other intellectual property damages; or any damages whatsoever arising from interruption or failure of service, listing errors, lost profits, loss of business, loss of data, loss due to unauthorized access or due to viruses or other harmful components, cost of replacement product and services, suspension, termination, or the inability to use the service or any product, the content of any data transmission, communication, or message transmitted to or received by Learningdrum, or losses resulting from any products, goods, or service purchased, message received, or transaction entered into through the service. All claims must be brought within 2 years of the date the claim arises.

### 8. Indemnification

You agree to defend, indemnify, and hold us, Learningdrum affiliates, and any roaming or network partner harmless from any claims, demands, actions, liabilities, costs, or damages arising out of your use of Learningdrum service or products, any legal disclosures we make relating to your service or product, your breach of this agreement. You further agree to pay reasonable attorneys, and experts witnesses fees and costs arising from any action or claim by third parties and those incurred in establishing whether this section 8 applies.

### 9. Privacy

You are responsible for keeping Learningdrum user name and password protected at home or work at all times. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of Learningdrum. We are not liable to damages caused by insufficient protection of user name and password from your part. We may monitor, intercept and disclose your messages and advertisements within Learningdrum, if required by law or to protect our rights, business, network or members.

### 10. Offending advertisement or messaging

By publish any sexual, racialistic, antisemitic or other offending material on or from Learningdrum you breach the agreement. We may monitor and delete all kind of these type of messages and terminate your service without notice. All offending publishing will be reported to police. All advertisement will be inspected by us prior to campaign start and we may deny any material we find offending. We may deny any organization or person to become Learningdrum member or advertiser without notice.

### 11. Only one brand permitted per advertisement campaign

An advertiser number is always assigned to each advertising campaign by Learningdrum. Only one brand is permitted per advertiser number/advertisement campaign. If same company needs to promote more than one brand within Learningdrum, additional advertisement campaigns has to be purchased.

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