Terms of Use – Music Wandering

Last updated: August 27, 2025

Welcome to Music Wandering! These terms of use (the "Terms") are between Ellen Tsai, an individual, currently d/b/a "Music Wandering", and its related companies (collectively, "Music Wandering", "we", "us", or "our") and you. These Terms govern your use of the website, www.musicwandering.com (the "Site"), all related products and/or services, and any other products and/or services we provide in connection with the Site (collectively, the "Services"). Please read these Terms carefully because they constitute a binding legal agreement between you and us.

1. ELIGIBILITY AND ACCEPTANCE

By accessing or using the Site, you represent that you are at least 13 years old and have the legal capacity to enter into these Terms. If you are under 18, you must use the Site only with the consent of a parent or guardian.

2. INTELLECTUAL PROPERTY RIGHTS

- (A) All music, recordings, videos, images, text, logos, artwork, and other content displayed on the Site (collectively, the "Content") are the intellectual property of Ellen Tsai / Music Wandering or are used with permission.

- (B) The Content is protected by copyright, trademark, and other applicable laws.

- (C) You may not copy, reproduce, distribute, publicly perform, create derivative works, or otherwise exploit any Content without our prior written consent, except as expressly permitted by law.

3. PERMITTED USE OF THE SITE

You may use the Site for personal, non-commercial purposes only. You agree not to:

- (A) Use the Site in violation of any applicable law or regulation.

- (B) Attempt to gain unauthorized access to the Site, its servers, or connected systems.

- (C) Use the Site to transmit malware, harmful code, or engage in disruptive activities.

- (D) Scrape, mine, or extract data from the Site without our express written permission.

4. EXTERNAL LINKS

The Site may contain links to third-party websites, including but not limited to Bandcamp, JW Pepper, YouTube, and other streaming or commerce platforms. These links are provided for convenience only. We

do not control, endorse, or assume responsibility for the content, privacy practices, or terms of any third-party sites. Your interactions with those third parties are solely between you and the applicable service.

5. GAMES AND INTERACTIVE FEATURES

The Site may offer access to musical games or other interactive experiences. These features are provided for entertainment and educational purposes only.

- (A) You are not required or permitted to create a user account on the Site.
- (B) Scores or progress may be stored locally on your device. We do not collect or retain this information.
- (C) We make no guarantees that games or interactive features will function without error or interruption, and we disclaim liability for any issues, including technical malfunctions or inaccuracies in scoring.

6. DISCLAIMER OF WARRANTIES

The Site and all Content are provided on an “as is” and “as available” basis without warranties of any kind, whether express or implied. We disclaim all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, and availability.

We do not guarantee that the Site will be uninterrupted, secure, error-free, or free from viruses or harmful components.

7. LIMITATION OF LIABILITY

To the fullest extent permitted by law, in no event shall Ellen Tsai / Music Wandering, its affiliates, or its licensors be liable for any indirect, incidental, consequential, special, or punitive damages, or for any loss of profits or revenues, arising out of or related to your use of the Site.

Your sole and exclusive remedy for dissatisfaction with the Site is to stop using it.

8. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Ellen Tsai / Music Wandering and its affiliates, officers, employees, and agents from and against any claims, damages, obligations, losses, liabilities, costs, or expenses (including reasonable attorneys’ fees) arising out of or related to:

- (A) Your use of the Site,
- (B) Your violation of these Terms, or

- (C) Your violation of any third-party right, including intellectual property rights.

9. CHANGES TO THE SITE AND TERMS

We may update, modify, or discontinue the Site (or any part of it) at any time without notice. We also reserve the right to update these Terms periodically. Any changes are effective immediately upon posting. Continued use of the Site constitutes acceptance of the revised Terms.

10. GOVERNING LAW AND JURISDICTION

The Site is operated from the United States of America. By using the Site, you consent to having your personal information transferred to and processed in the United States.

Any dispute or claim arising out of or in connection with this Policy or its subject matter shall be governed by and construed according the laws of the United States, without giving effect to any conflict of laws provisions. Any dispute or claim arising out of or in connection with this Policy or its subject matter shall that involve state law shall be governed by and construed according to the laws of the state of Florida, without giving effect to any conflict of laws provisions.

11. SEVERABILITY

If any provision of these Terms is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

---

12. CONTACT INFORMATION

For questions or concerns about these Terms, please contact us at: admin@musicwandering.com