

# OpenFret Terms of Service

*Last Updated: November 26, 2025*

## 1. Agreement to Terms

By accessing or using OpenFret (the "Service"), including the OpenFret website, OpenFret RPG game, and all related features, you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, do not use the Service.

OpenFret is operated by Bradley Chippi, an individual residing in the State of Michigan, United States ("Operator," "we," "us," or "our"). These Terms constitute a legally binding agreement between you and the Operator.

## 2. Description of Service

OpenFret provides a platform for guitarists that includes: smart guitar inventory management, AI-powered practice sessions and lessons, collaborative music sessions, community features, and the OpenFret RPG game. The Service may include both free features and paid features.

## 3. Account Registration

### 3.1 Account Creation

To access certain features, you must create an account using either Discord OAuth authentication or email magic link authentication. You agree to provide accurate information and to keep your account credentials secure.

### 3.2 Age Requirements

You must meet the minimum age requirements established by Discord to use this Service. By creating an account, you represent that you meet these age requirements. If you are under the age of majority in your jurisdiction, you must have permission from a parent or legal guardian.

### 3.3 Account Responsibility

You are solely responsible for all activity that occurs under your account. You must immediately notify us of any unauthorized use of your account.

## 4. Payments and Refunds

### 4.1 Paid Features

Certain features of the Service, including the full OpenFret RPG game, require a one-time payment. All payments are processed securely through Stripe. Prices are listed in USD and may be subject to applicable taxes.

### 4.2 Refund Policy

You may request a full refund within thirty (30) days of your purchase date, regardless of usage. To request a refund, contact us at the email address provided in Section 15. Refund requests made after the 30-day period will not be honored.

### **4.3 No Monetary Value**

Any virtual items, in-game currency, progress, achievements, or other digital content obtained through the Service have no real-world monetary value and cannot be exchanged for cash, transferred, or sold.

## **5. User Content and Ownership**

### **5.1 User-Generated Content**

The Service allows you to upload, submit, store, and share content including but not limited to: guitar photos, audio recordings, music files, comments, session contributions, and other materials ("User Content").

### **5.2 License Grant to Operator**

By uploading or submitting User Content to the Service, you grant the Operator a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable, sublicensable license to use, copy, modify, adapt, distribute, display, perform, reproduce, create derivative works from, and otherwise exploit your User Content in any manner and for any purpose, including but not limited to: operating and improving the Service, promotional purposes, training artificial intelligence and machine learning models, and any other commercial or non-commercial purpose.

### **5.3 AI and Machine Learning**

You acknowledge and agree that your User Content may be used to train, develop, and improve artificial intelligence and machine learning models, including generative AI systems. This use may occur with or without attribution to you.

### **5.4 Your Representations**

You represent and warrant that: (a) you own or have the necessary rights to your User Content; (b) your User Content does not infringe any third party's intellectual property or other rights; (c) you have obtained all necessary permissions from any individuals depicted in your User Content.

### **5.5 Public Nature of Content**

User Content uploaded to collaborative features, sessions, or community areas may be visible to and accessible by other users. You upload content at your own risk.

## **6. Use of Artificial Intelligence**

The Service utilizes artificial intelligence and machine learning technologies, including but not limited to services provided by OpenAI (ChatGPT), Anthropic (Claude), and Google (Gemini), to generate content such as guitar lessons, tabs, and interactive features. AI-generated content is provided "as is" and may contain errors or inaccuracies. You acknowledge that AI-generated content is not a substitute for professional instruction.

## **7. Prohibited Conduct**

You agree not to: (a) violate any applicable laws or regulations; (b) upload content that is illegal, harmful, threatening, abusive, harassing, defamatory, obscene, or otherwise objectionable; (c) infringe upon any third party's intellectual property rights; (d) attempt to gain unauthorized access to the Service or other accounts; (e) interfere with or disrupt the

Service; (f) upload malware, viruses, or harmful code; (g) use automated means to access the Service without permission; (h) engage in any activity that could harm minors.

## **8. Content Moderation**

We reserve the right, but have no obligation, to monitor, review, or remove any User Content at our sole discretion. We may use automated moderation tools, including AI-powered content moderation services, to screen content. We are not responsible for any User Content uploaded by users.

## **9. Intellectual Property**

The Service, including all software, design, graphics, text, and other content (excluding User Content) is owned by the Operator and is protected by intellectual property laws. You may not copy, modify, distribute, or create derivative works from any portion of the Service without express written permission.

## **10. Service Availability and Termination**

### **10.1 No Guarantee of Availability**

THE SERVICE IS PROVIDED ON AN "AS AVAILABLE" BASIS. WE DO NOT GUARANTEE THAT THE SERVICE WILL BE AVAILABLE AT ALL TIMES OR THAT IT WILL CONTINUE TO OPERATE INDEFINITELY. WE MAY MODIFY, SUSPEND, OR DISCONTINUE THE SERVICE (OR ANY PART THEREOF) AT ANY TIME, WITH OR WITHOUT NOTICE, FOR ANY REASON OR NO REASON.

### **10.2 Discontinuation of Service**

IN THE EVENT THAT WE DISCONTINUE THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT: (A) NO REFUNDS WILL BE PROVIDED FOR ANY PAYMENTS MADE MORE THAN 30 DAYS PRIOR TO DISCONTINUATION; (B) ALL USER CONTENT, ACCOUNT DATA, AND GAME PROGRESS MAY BE PERMANENTLY DELETED; (C) WE HAVE NO OBLIGATION TO MAINTAIN THE SERVICE FOR ANY PERIOD OF TIME; (D) WE HAVE NO OBLIGATION TO PROVIDE ADVANCE NOTICE OF DISCONTINUATION.

### **10.3 Account Termination**

We may terminate or suspend your account at any time, with or without cause, with or without notice. Upon termination, your right to use the Service will immediately cease. All provisions of these Terms that by their nature should survive termination shall survive.

## **11. Disclaimer of Warranties**

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY CONTENT, INCLUDING AI-GENERATED CONTENT.

## **12. Limitation of Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE OPERATOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, OR GOODWILL, ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE. IN NO EVENT SHALL THE OPERATOR'S TOTAL LIABILITY EXCEED THE AMOUNT YOU HAVE PAID TO THE OPERATOR IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR TEN DOLLARS (\$10.00), WHICHEVER IS GREATER.**

Some jurisdictions do not allow the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you.

## **13. Indemnification**

You agree to indemnify, defend, and hold harmless the Operator from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Service; (b) your User Content; (c) your violation of these Terms; (d) your violation of any third party's rights.

## **14. Governing Law and Disputes**

These Terms shall be governed by and construed in accordance with the laws of the State of Michigan, United States, without regard to its conflict of law provisions. Any dispute arising from these Terms or your use of the Service shall be resolved exclusively in the state or federal courts located in Michigan, and you consent to the personal jurisdiction of such courts.

## **15. Changes to Terms**

We reserve the right to modify these Terms at any time. Changes will be posted on this page with an updated "Last Updated" date. Your continued use of the Service after any changes constitutes acceptance of the new Terms. It is your responsibility to review these Terms periodically.

## **16. Severability**

If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

## **17. Entire Agreement**

These Terms, together with our Privacy Policy, constitute the entire agreement between you and the Operator regarding the Service and supersede all prior agreements and understandings.

## **18. Contact Information**

If you have any questions about these Terms, please contact us at:

**Bradley Chippi**

OpenFret

Website: <https://openfret.com>

— End of Terms of Service —