Yamaha Creator Pass -Terms of Service (Creator)

Last updated: March 6, 2026

These Terms of Service (this "**TOS**") set forth the rights and obligations between [Yamaha Music Innovations] (the "**Company**") and the creator ("**Creator**") of Content (as defined below) with respect to the use of the Services (as defined below) provided by Company. Creator agrees that this TOS constitutes an integral part of the service agreement entered into between Creator and the Company (the "**Service Agreement**"), and this TOS shall form part of the Service Agreement and shall have the same force and effect as if set out in the body of the Service Agreement.

Article 1. Overview of Services

1.1 Yamaha Creator Pass

The Company operates a subscription-based creator services platform under the name "Yamaha Creator Pass" ("**The Pass**"), which provides Creators with access to a curated bundle of digital tools, software services, educational content, distribution services, promotion tools, and, in certain Subscription Tiers, physical hardware products (collectively, the "**Services**") to support music creation, production, distribution, promotion, and podcasting activities.

The Pass is designed to offer role-based Subscription Plans tailored to different types of Creators, including, without limitation, musicians, music producers, and podcasters.

The Services may include Add-On Subscriptions (i.e. optional standalone subscription services) that are not included in a Creator's base Subscription Plan and may be subscribed to separately for an additional recurring fee, as displayed on The Pass.

1.2 Subscription Plans and Subscription Tiers

The Services are offered through multiple Subscription Plans and tiers, which may include, without limitation:

(a) Beginner Plans – for entry-level creators and musicians;
(b) Producer Plans – for music producers and advanced music creators; and
(c) Podcaster Plans – for podcast creators and spoken-word content creators.

Each Subscription Plan may be offered in different tiers, such as standard, "Plus," and/or "Complete" tiers, with each Subscription Tier defined by the number and type of tools, features, and Services included. Certain Subscription Tiers may be available on a monthly or yearly basis, and certain tiers may be offered on a yearly-only basis, as displayed on The Pass at the time of subscription.

The specific content, features, tools, pricing, billing cycle, and availability of each Subscription Plan and Subscription Tier are as displayed on The Pass at the time of enrollment and may be updated from time to time in accordance with this TOS.

1.3 Third-Party Services and Partner Tools

The Services may include access to, or integration with, Partner Services, which may include, without limitation:

(a) music creation, production, and sound design tools;
(b) digital audio workstations, mixing and mastering services;
(c) music distribution and publishing services;
(d) artist promotion, feedback, and marketing tools;
(e) podcast recording, editing, and production services; and
(f) educational courses and learning content.

Use of any Partner Services is subject to the applicable terms and conditions of the relevant third-party provider, in addition to this TOS. The Company does not have any control over, and is not responsible for, the content, functionality, availability, or performance of any Partner Services.

1.4 Hardware Products

Certain Subscription Tiers (including, without limitation, “Complete” plans) may include Hardware Products, such as microphones or audio equipment, as part of the Services. The availability, ownership, delivery, warranty, and return conditions of such Hardware Products shall be governed by the terms displayed on The Pass and any additional terms provided at the time of subscription.

1.5 Modifications to Services

The Company may add, modify, replace, or remove any part of the Services, including Subscription Plans, Subscription Tiers, features, Partner Services, Benefits or hardware offerings, at any time. Any such changes shall be effective prospectively and shall be reflected on The Pass.

1.6 Scope of Application

This TOS applies to all Creators who access or use The Pass and any of the Services, whether through a Free Trial, paid subscription, or any other program offered by the Company in connection with The Pass.

1.7 Use of Shopify Platform and Data Processing

The Pass storefront, checkout, and related commerce infrastructure are hosted and provided by Shopify Inc. and its affiliates (“Shopify”). When Creator visits, browses, or makes purchases through The Pass, certain information about Creator and Creator’s use of The Pass (including device and technical information, usage data, and transaction details) will be processed by Shopify on Company’s behalf in order to operate the online store, process orders and payments, prevent fraud, provide customer support, and deliver analytics and other services based on interactions with The Pass, with other merchants that use Shopify, and with Shopify itself. Creator acknowledges and agrees that Company may share

Creator's personal data with Shopify and other third-party service providers in order to provide, maintain, and improve The Pass and the Services, and that such third parties may be located in countries or regions other than the one in which Creator resides. The collection, use, and sharing of personal data in connection with The Pass is further described in Company's Privacy Policy and in Shopify's Consumer Privacy Policy.

Article 2. Content

2.1 Scope of Services

This TOS governs Creator's access to and use of The Pass and all Services made available through The Pass, including, without limitation, digital tools, software services, educational content, distribution and promotion tools, Partner Services, Benefits, Hardware Products (where applicable), and any Add-On Subscriptions; provided, however, that with respect to any Partner Service or Benefit provided in connection with the Services, Creator shall also be subject to the terms of services of the relevant third-party provider, which do not form part of this TOS.

In addition, access to the Services is limited to Creators who have registered an account on Yamaha's Creator ID. The terms of use for Creator ID do not form part of this TOS.

2.2 Platform-Centric Structure

The Services are provided through The Pass as an integrated, subscription-based service. Creator acknowledges and agrees that access to specific Services, features, Partner Services, Hardware Products, and Add-On Subscriptions is determined by the Subscription Plan, Subscription Tier, and Add-On Subscriptions selected by Creator, as displayed on The Pass.

2.3 Partner Services

Partner Services are provided by third-party partners and are made available to Creator through The Pass. Creator acknowledges and agrees that the availability, functionality, and performance of Partner Services are subject to the terms and conditions of the relevant third-party providers and may change from time to time.

The Company does not have control over and is not responsible for the content, operation, availability, or performance of any Partner Services.

2.4 Add-On Subscriptions

In addition to the base Subscription Plan, Creator may subscribe to one or more Add-On Subscriptions, which provide access to additional or supplementary Services for a separate recurring fee, as displayed on The Pass. Add-On Subscriptions are independent of the base Subscription Plan and are governed by this TOS and any additional terms displayed on The Pass at the time of subscription.

2.5 Benefits

Certain Subscription Plans and Subscription Tiers may include Benefits offered by certain Partners. Benefits will only be provided in the form of descriptions and hyperlinks to the relevant partner's website, and any products or services offered in connection with the Benefits (the "**Benefit Products**") will not be provided or delivered via The Pass. Company shall (i) not collect or receive any fees from Creators in connection with the provision of any Benefits and (ii) have no responsibility or obligation of any kind or nature whatsoever with respect to any Benefit Products.

2.6 Access and Eligibility

Access to the Services is limited to Creators who have registered an account on The Pass and maintain an active Subscription or Add-On Subscription, as applicable. The Company may modify, suspend, or restrict access to the Services at any time in accordance with this TOS.

2.7 No Obligation to Provide Specific Services

The Company does not guarantee the continued availability of any specific Service, feature, Partner Service, Benefit, Hardware Product, or Add-On Subscription. The Company may add, modify, replace, or discontinue any part of the Services at any time, subject to this TOS.

2.8 Territorial Scope

The Services are offered subject to applicable laws and regulations and may not be available in all jurisdictions. The Company makes no representation that the Services are appropriate or available for use in any particular location.

2.9 Relationship to Other Agreements

This TOS applies in addition to any other agreements entered into between Creator and the Company in connection with specific Services, Partner Services, Benefits, Hardware Products, or Add-On Subscriptions. In the event of any conflict between this TOS and any such agreement, the terms of this TOS shall prevail unless expressly stated otherwise.

Article 3. Settings by Creator

Creator shall define appropriate metadata corresponding to the Content, including, but not limited to the name, image (including any album art, if applicable), description and languages.

Article 4. Subscription Service Fees

4.1 Subscription-Based Services

The Pass is offered primarily on a subscription basis. In order to access the Services, Creator must enroll in one of the Subscription Plans and Subscription Tiers made available on The Pass.

Subscription Plans are role-based and may include, without limitation:
(a) Beginner Plans;
(b) Producer Plans; and
(c) Podcaster Plans.

Each Subscription Plan may be offered in multiple tiers, including, without limitation, standard, “Plus,” and/or “Complete” tiers, as displayed on The Pass at the time of subscription.

4.2 Plan Content and Features

Each Subscription Plan and Subscription Tier includes a defined set of tools, features, Partner Services, and, in certain tiers, Benefits and/or hardware products, as described on The Pass at the time of enrollment. The specific content, scope, limitations, and availability of each Subscription are determined solely by the information displayed on The Pass and may be updated from time to time.

The Company does not guarantee the continued availability of any specific tool, feature, Partner Service, Benefit or hardware product and may replace or modify any component of a Subscription in accordance with Article 1.5.

4.3 Subscription Fees and Billing Cycle

The subscription fees, billing frequency (monthly or yearly), and applicable taxes for each Subscription are as displayed on The Pass at the time of enrollment.

Certain Subscription Tiers (including, without limitation, “Complete” plans) may be offered on a yearly-only basis. Where a Subscription is designated as yearly-only, Creator agrees to pay the full annual fee in advance for the applicable subscription term.

All subscription fees are charged on a recurring basis unless the Subscription is canceled in accordance with this TOS. In accordance with Article 4.10, any subscription fee charged to the payment method on file in accordance with this TOS will not be refundable.

All fees will be charged in the currency as determined on The Pass for each service. All payments shall be made: (a) in full without set-off, counterclaim or withholding of any kind (save where and to the extent that this cannot by law be excluded) and (b) in the currency as displayed in The Pass. Any foreign exchange conversion charges or any other charges levied by your bank or payment gateway are to be borne by Creator. If any payment made by Creator is processed in a country different from the one associated with the payment method linked to Creator’s account, the financial institution associated with such payment method may charge Creator a foreign transaction fee for such payment. In addition, the Company’s choice of payment processing may impact or otherwise give rise to additional fees to be borne by Creator. The Company is not applying such fees, has no knowledge of whether such fees are applied, and does not receive any of the funds from such fees.

4.4 Free Trials and Promotional Offers

The Company may, at its discretion, offer Free Trials, discounts, promotional pricing, or limited-time offers for certain Subscriptions. The availability, duration, and conditions of any such offers are as displayed on The Pass at the time they are offered.

Unless otherwise stated, a Free Trial will automatically convert to a paid Subscription at the end of the trial period, and the applicable subscription fee will be charged to the payment method on file.

4.5 Payment Method

Creator must provide and maintain a valid and current payment method acceptable to the Company in order to enroll in and continue a Subscription. By providing a payment method, Creator authorizes the Company (or its designated payment processor) to charge the applicable subscription fees, taxes, and any other charges incurred in connection with the use of the Services, including recurring charges during the subscription term.
Creator is responsible for ensuring that payment information remains accurate, up-to-date, and valid at all times during the subscription period.

4.6 Plan Changes (Upgrades and Downgrades)

Creator may request to upgrade or downgrade its Subscription through The Pass, subject to availability and the rules displayed on The Pass at the time of the request.

Upgrades may take effect immediately, and Creator may be charged a prorated amount for the remainder of the current billing cycle. Downgrades may take effect at the end of the then-current billing cycle unless otherwise specified on The Pass.

The Company reserves the right to impose restrictions on plan changes, including limitations on the frequency or timing of upgrades or downgrades.

4.7 Hardware-Inclusive Subscriptions

Certain Subscription Tiers may include physical Hardware Products as part of the Subscription. The subscription fee for such tiers may reflect the inclusion of such hardware.

Additional terms and conditions, including ownership, delivery, warranty, return, and replacement policies for Hardware Products, may apply and will be provided at the time of subscription or on The Pass.

4.8 Taxes

All subscription fees are exclusive of applicable taxes unless expressly stated otherwise. Creator is responsible for any sales, value-added, goods and services, or similar taxes imposed in connection with the Subscription, except where the Company is required by law to collect such taxes.

4.9 Fee Changes

The Company may revise the Subscription Plans, Subscription Tiers, fees, billing frequency, or included features at any time by updating The Pass. Any such changes shall apply prospectively and shall take effect from the next billing cycle following the update.

4.10 No Refunds; Cancellation
Except as expressly stated in this TOS or required by applicable law, all subscription fees Partner Service fees, and Credits provided are non-refundable. Creator may cancel its Subscription in accordance with Article 10; however, cancellation shall not entitle Creator to any refund of fees already paid, including, without limitation, any fees paid for yearly-only Subscriptions.

If Creator is a resident of the European Union or the European Economic Area, or of the United Kingdom, Creator may have the right to withdraw from or cancel the agreement for its Subscription for Services under this TOS within a specific cooling-off period prescribed by applicable law. Notwithstanding the above, Creator acknowledges that it shall cease to have, and hereby waives, any such right to withdraw or cancel any Service for which Creator has commenced downloading, streaming or using.

4.10 Add-On Subscriptions

In addition to the base Subscription Plan, Creator may enroll in one or more Add-On Subscriptions, each of which is subject to a separate recurring fee, billing cycle, and terms, as displayed on The Pass.

Add-On Subscriptions are independent of the base Subscription Plan and are not included in the base Subscription fee.

Fees for Add-On Subscriptions are charged separately from base Subscription fees and are billed on a recurring basis in accordance with the billing cycle displayed on The Pass.

Creator acknowledges and agrees that cancellation of a base Subscription Plan does not automatically cancel any Add-On Subscription, and each Add-On Subscription must be canceled separately.

Article 5. Financial Terms (Revenue Collection, Deductions & Payment) [1]

5.1 Scope of Application
This Article 5 applies to Creators who subscribe to a paid Subscription, including any Add-On Subscriptions, on The Pass.

5.2 Third-Party Services and Partner Fees

Certain Partner Services may be subject to additional terms, usage limits, restrictions, or fees imposed by the relevant third-party provider.

5.3 Credits and Usage-Based Benefits (Including Groover Credits)

Certain Subscription Plans and Subscription Tiers may include usage-based Credits that may be used to access specific Partner Services, features, or promotional tools, as displayed on The Pass. The type of Credits, eligibility, the amount/issuance (if any), and any conditions or limitations applicable to Credits will be as displayed on The Pass and are subject to the terms and conditions of the applicable Partner Service, which may be revised and amended by the relevant third-party provider from time to time. Unless expressly stated otherwise on The Pass or required by the applicable Partner Service provider, Credits may be accumulated and carried over to subsequent months and shall not expire. However, where a new Partner Service is introduced (or an existing Partner Service is replaced) and such Partner Service operates on a credit-based model, the Company does not represent or warrant that any Credits will be applicable to such new or replacement Partner Service, or that any Credits will be eligible for accumulation or carry-over. The terms and conditions (if any) governing the applicability/ rollover/expiration of Credits for such new or replacement Partner Service will be as set out on The Pass and/or by the relevant Partner Service provider.

[Without limiting the generality of the foregoing, Subscription Plans that include access to Groover may be subject to the following credit structure, as displayed on The Pass:

(a) Free Trial Period. During any Free Trial period, no Groover Credits shall be provided.

(b) Initial Period. Following conversion to a paid Subscription, Creator shall receive ten (10) Groover Credits per month for each of the first two (2) months of the paid subscription term.

(c) Standard Period. Beginning from the third (3rd) month of the paid subscription term and thereafter, Creator shall receive such number of Groover Credits (if any) per month in accordance with the terms and conditions applicable to Groover, which is subject to change from time to time.
Subject to the terms and conditions applicable to Groover, Groover Credits may be accumulated and carried over to subsequent months and shall not expire, unless expressly stated otherwise on The Pass or required by the applicable Partner Service provider (including Groover).]

Credits have no cash value, are non-transferable, and may not be exchanged for cash, refunds, or other services.

The Company reserves the right to modify, replace, limit, or discontinue any Credits program, including the number of Credits provided, the timing of issuance, the rollover policy, or the applicable Partner Services, at any time by updating The Pass.

5.4 No Guarantee of Results

Creator acknowledges and agrees that the provision of Credits or access to Partner Services does not guarantee any specific results, including, without limitation, distribution, promotion, audience growth, engagement, revenue, or commercial success.

5.7Taxes

Each party is responsible for its own income-based taxes. If withholding or reporting is required by applicable law, the Company may deduct the required amount and provide reasonable documentation of such withholding.

Article 6. Promotion of Creator's Content

6.1 Grant of Marketing License

Creator hereby grants the Company and its Affiliates a non-exclusive, worldwide, royalty-free, fully paid-up, and transferable license to use, reproduce, display, perform, distribute, modify, adapt, and create derivative works from Creator Materials in the form of videos or images, without any need for further consent or approval on a per-Content basis, (i) for the purposes of reposting or creating reels, clips or excerpts and (ii) solely for the purpose of promoting, marketing, operating, and improving The Pass and the Services on social media platforms, on any website operated by the Company and its Affiliates and in connection with any event involving the Company and its Affiliates. Creator agrees not to assert, and to the maximum extent permitted by applicable law waives and/or agrees not to exercise, any moral rights, droit moral, or similar rights in the Creator Materials against the Company or its Affiliates in connection with the exercise of the foregoing license.

6.2 Scope of Permitted Use

The Company may use Creator Materials in connection with:

(a) promotion of The Pass, specific Subscription Plans, Subscription Tiers, Add-On Subscriptions, and features;
(b) showcasing examples of Content created using the Services or Partner Services;
(c) highlighting Creator as a user, customer, or case study of The Pass;
(d) marketing or promoting Partner Services, tools, or features included in or accessible through The Pass; and
(e) joint marketing, co-marketing, or collaborative promotional activities with Partner Service providers or other partners of the Company.

6.3 Media and Channels

The Company may use Creator Materials in any media or format, including, without limitation, the Company's websites, social media channels, advertisements, presentations, pitch decks, case studies, press releases, email campaigns, events, and other marketing or promotional materials.

6.4 No Obligation; No Compensation

Creator acknowledges and agrees that the Company has no obligation to promote or market Creator or Creator's Content and that any such promotion is at the Company's sole discretion. Creator shall not be entitled to any compensation, fee, royalty, or other payment in connection with any use of Creator Materials under this Article 7.

6.5 No Endorsement

Nothing in this TOS shall be deemed to require Creator to endorse the Company, The Pass, any Subscription Plan, Subscription Tier, Add-On Subscription, or any Partner Service, and nothing shall be deemed to require the Company to endorse Creator or Creator's Content. Any endorsement arrangement shall be subject to a separate written agreement between the parties.

6.6 Use by Partners and Third Parties

Creator acknowledges and agrees that the Company may permit its Partner Service providers, distributors, marketing partners, or contractors to use Creator Materials solely in connection with the promotion of The Pass or the relevant Partner Services, provided that such use is consistent with the purposes set forth in this Article 6.

6.7 Removal Requests

Creator may submit a written request to the Company to cease using specific Creator Materials for promotional purposes. The Company will use commercially reasonable efforts to comply with such request; provided, however, that the Company shall not be required to remove Creator Materials from materials that have already been published, distributed, or are in circulation prior to receipt of such request.

6.8 Survival

The licenses granted under this Article 6 shall survive termination or expiration of this TOS and/or Creator's use of the Services solely with respect to materials created, published, or distributed during the term of this TOS.

Article 7. Rules to be Observed

Creator shall:

(1) not include any socially inappropriate content in connection with its use of any Service;
(2) ensure that it has all rights (including, but not limited to, copyright, trademark and any other intellectual property rights, usage rights and licenses relating to images and other materials) in the Content registered by Creator at the sole responsibility and expense of Creator;

(3) with respect to the Services provided under the Partner Services, keep the Content in compliance with each Partner Service provider's respective policies and terms of service;

(4) not, either directly or through a third party, conduct any business that imitates the business model, know-how, or intellectual property of the Services;
(5) not infringe upon the property, privacy, image rights, intellectual property rights, or any other rights of a third party;
(6) not discriminate, slander, defame or discredit any third party;

(7) not engage in, or attempt to engage in, any acts that could adversely affect any Service, including but not limited to altering or deleting information posted on any Service, access for fraudulent purposes, or other similar activities; and
(8) not engage in any acts analogous to those described in (4) through (7), nor promote or facilitate any acts falling under (4) through (7), including when such acts are carried out by any third party.

In addition, by using and accessing the Services, Partner Services and The Pass, Creator acknowledges that it agrees to the Company's privacy policy and cookies policy.

Article 8. Disclaimer

8.1 No Warranty

THE SERVICES, THE PASS, AND ANY HARDWARE PRODUCTS PROVIDED IN CONNECTION WITH THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

THE COMPANY DOES NOT WARRANT THAT THE SERVICES OR THE PASS WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

The Company makes no guarantees regarding the results, outcomes, or effectiveness of any Add-On Subscriptions.

8.2 Third-Party and Partner Services

The Services may include, or provide access to, third-party software, platforms, tools, content, or services provided by the Company's partners. The Company does not control, endorse, or assume any responsibility for any Partner Services, including their availability, functionality, performance, security, accuracy, legality, or content.

Creator acknowledges and agrees that use of any Partner Services is at Creator's own risk and subject to the applicable terms and conditions of the relevant third-party provider.

The Company shall not be liable for any loss or damage arising out of or in connection with the use of, or inability to use, any Partner Services.

Creator understands and agrees that, even if Creator changes its Creator ID, email address or other account information registered on The Pass, such changes may not be automatically reflected in any accounts or data on the Partner Services.
Due to technical constraints or other reasons, following any such change of email address or other account information, some or all data, settings, histories, benefits or other items linked

to Creator's account or data on the Partner Services prior to such change may not be carried over or may become unavailable for use.
Creator acknowledges and agrees that the Company shall have no obligation to transfer, restore, or re-issue, and shall no liability whatsoever in respect of any loss or unavailability of, any such data, settings, histories, benefits or other items.

8.3 Hardware Products

Certain Subscription Tiers may include physical hardware products. The Company does not manufacture, control, or warrant the performance of any hardware products provided by third-party manufacturers, and any warranties applicable to such hardware products are provided solely by the manufacturer or supplier, if any.

To the extent permitted by law, the Company disclaims all liability for any defects, malfunctions, delays in delivery, or damages arising from the use of or in connection with any hardware products.

8.4 Content and Data

The Company does not guarantee the accuracy, completeness, quality, legality, or reliability of any Content, data, or materials created, uploaded, distributed, or accessed through the Services.

Creator is solely responsible for all Content created, uploaded, or distributed through the Services, including compliance with all applicable laws, regulations, and third-party rights.

The Company shall not be responsible for any loss, corruption, or unauthorized access to Creator's data, except to the extent caused by the Company's gross negligence or willful misconduct.

8.5 Distribution, Promotion, and Results

The Company makes no guarantees regarding the distribution, promotion, visibility, reach, audience size, engagement, monetization, revenue, or success of any Content made available through the Services or any Partner Services.

Any examples, case studies, or marketing materials provided by the Company are for illustrative purposes only and do not constitute a guarantee of results.

8.6 Service Changes and Availability

The Company may modify, suspend, discontinue, or remove any part of the Services, Partner Services, Subscription Plans, features, or hardware offerings at any time. The Company shall not be liable for any loss or damage arising from any such modification, suspension, or discontinuation.

In addition, the Company reserves the right to decline, in its sole discretion, any transactions for the provision of any part of the Services that the Company's third-party partners

(including, but not limited to, Shopify) determines to be likely fraudulent, illegal or otherwise in breach of such third-party partner's policies and terms of use.

8.7 Limitation Related to Free Trials and Promotional Offers

Any Free Trials, discounts, or promotional offers are provided on an "as is" basis and may be modified, suspended, or withdrawn by the Company at any time without notice. The Company makes no guarantees regarding the availability or continuation of any such offers.

8.8 Advertisements and Third-Party Content

Advertisements and third-party content displayed on or through the Services and The Pass may be provided by third parties. The Company does not endorse and is not responsible for any such advertisements or third-party content, including their accuracy, legality, or appropriateness.

8.9 Force Majeure

The Company shall not be liable for any failure or delay in performance of the Services or availability of The Pass due to events beyond its reasonable control, including, without limitation, acts of God, natural disasters, epidemics, pandemics, war, terrorism, riots, labor disputes, governmental actions, failures of telecommunications or internet services, or power outages.

8.10 No Professional Advice

The Services may include educational content, tutorials, or general information. Such content is provided for informational purposes only and does not constitute legal, financial, tax, medical, or professional advice. Creator should consult a qualified professional before making any decisions based on such content.

8.11 Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall the Company be liable to Creator for any indirect, incidental, consequential, special, punitive, or exemplary damages, including, without limitation, loss of profits, loss of revenue, loss of data, loss of business opportunities, or business interruption, arising out of or in connection with the use of or inability to use the Services, The Pass, Partner Services, or Hardware Products, even if the Company has been advised of the possibility of such damages.

Article 9. Termination

1. Either party may terminate the Service Agreement, in whole or in part, without requiring any notice if the other party:
   (1) fails to perform its obligations under the Service Agreement within a reasonable period after written demand for performance is delivered to the party in breach;
   (2) has filed or files a petition for compulsory execution, temporary restraining order for execution, or a compulsory auction;

(3) has filed or files for the commencement of bankruptcy, civil rehabilitation, or corporate reorganization proceedings, or any proceeding similar thereto;
(4) is suspended from bank transactions or dishonors a bill or check;
(5) is deemed with reasonable grounds that its asset position has or is likely to be significantly deteriorated, such as by recording a negative net assets position or where such asset position results in a material reduction in operational capacity that indicates an inability to continue business operations in the ordinary course;
(6) is an anti-social force or has an association with an anti-social force.

2. The termination of the Service Agreement pursuant to the preceding paragraph shall not preclude the terminating party from claiming damages against the other party.

Article 10. Termination of Use
For the avoidance of doubt, termination of the Service Agreement pursuant to Article 9 is separate from and in addition to termination of individual Subscriptions under this Article 10.

10.1 Termination by Creator

Creator may cancel or terminate its Subscription through The Pass in accordance with the procedures specified on The Pass.

For monthly Subscriptions, termination shall take effect at the end of the then-current billing cycle unless otherwise stated on The Pass.

For Yearly Subscriptions, including any Yearly-Only Subscriptions, termination shall take effect at the end of the then-current annual subscription term, and no refund shall be provided for any unused portion of the subscription term, except as required by applicable law.

10.2 Effect of Termination

Upon termination or expiration of a Subscription for any reason:

(a) Creator’s access to the Services associated with the terminated Subscription will be suspended or disabled at the end of the applicable billing cycle or subscription term;
(b) Creator shall immediately cease use of the Services and any Partner Services associated with the terminated Subscription provided through The Pass;
(c) any outstanding amounts owed by Creator to the Company for such Subscription shall become immediately due and payable; and
(d) the Company may delete or anonymize Creator’s data in connection with such Subscription in accordance with its data retention policies, applicable law, and regulatory requirements.

10.3 Termination of Hardware-Inclusive Subscriptions

If Creator terminates a Subscription that includes physical hardware products (including, without limitation, “Complete” plans), the following terms shall apply:

(a) Ownership. Unless expressly stated otherwise on The Pass at the time of subscription, ownership of the Hardware Product shall transfer to Creator upon physical delivery to Creator.

(b) Return of Hardware. Where return of hardware is required, Creator shall return the hardware product in good working condition (normal wear and tear excepted) within the timeframe specified by the Company, at Creator's cost and expense, unless otherwise stated on The Pass.

(c) Failure to Return. If Creator fails to return the hardware product in accordance with the Company's instructions, the Company may charge Creator the replacement cost or retail value of the hardware product.

(d) Warranty and Support. Any warranty or support for hardware products shall be subject to the terms provided at the time of delivery or on The Pass, and termination of the Subscription shall not extend or renew any such warranty.

10.4 Termination by the Company

The Company may suspend or terminate Creator's access to the Services, in whole or in part, immediately upon notice (or without notice where permitted by law), if:

(a) Creator breaches any provision of the Service Agreement or this TOS;
(b) Creator engages in fraudulent, illegal, or abusive conduct in connection with the use of the Services;
(c) Creator's use of the Services poses a risk to The Pass, Partner Services, other users, or third parties;
or
(d) the Company is required to do so by law, regulation, or order of a governmental authority.

10.5 Survival

Termination of use of the Services shall not affect any rights or obligations of the parties which by their nature should survive termination, including, without limitation, provisions relating to fees, ownership, intellectual property, disclaimers, limitation of liability, indemnification, and governing law.

10.6 Termination of Add-On Subscriptions

Termination or cancellation of a base Subscription Plan shall not automatically terminate any Add-On Subscription. Creator must separately cancel each Add-On Subscription in accordance with the procedures specified on The Pass.

Termination of an Add-On Subscription shall not affect the validity of the base Subscription Plan.

Except as required by applicable law, fees paid for Add-On Subscriptions are non-refundable.

Article 11. Compensation for Damages; Indemnification

COMPANY'S LIABILITY TO CREATOR IN CONNECTION WITH THE SERVICES IS LIMITED TO DIRECT DAMAGES INCURRED BY CREATOR AS A RESULT OF COMPANY'S WILLFUL ACT OR GROSS NEGLIGENCE. IN NO EVENT WILL COMPANY BE LIABLE TO CREATOR FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT, LOSS OF DATA OR BUSINESS CONFIDENCE, INTERRUPTION OF SERVICE, DAMAGE TO COMPUTERS OR COSTS FOR SYSTEM FAILURES OR SUBSTITUTE SERVICES). THE AMOUNT OF DAMAGES COMPANY OWES TO CREATOR IN CONNECTION WITH THE SERVICE AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE FEES COMPANY HAS RECEIVED DURING THE THREE MONTHS IMMEDIATELY PRECEEDING THE DATE OF THE CLAIM BY CREATOR.

Creator shall indemnify and hold Company harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Claims**") brought by a third party arising out of or related to (i) any breach or alleged breach by Creator of the Services Agreement or (ii) any issues arising from the Content or Creator Materials, including Claims with respect to the Content or Creator Materials or functionality of the Content or Creator Materials made available through the Services (including any allegation that the Content or Creator Materials, or the Company's or its Affiliates' exercise of the license granted under the Services Agreement—including the use, reproduction, distribution, modification, adaptation, creation of derivative works, and display/performance of the Creator Materials—infringes, misappropriates, or otherwise violates any third party rights).

Article 12. Modification of the Terms of Service

Company reserves the right to amend, supplement or modify the Service Agreement, this TOS and the Services at any time, without notice. Company may also change, update, add or remove provisions of the Service Agreement (including this TOS) from time to time. Company will inform Creator of any modifications to the Service Agreement by sending Creator an email to the address on record with Company. As soon as they are accepted by Creator, any changes to the Service Agreement, this TOS or the Services, as the case may be, shall apply retroactively to any use or claims that arose or were raised prior to the notification of such changes, except to the extent prohibited by applicable law. By continuing to use the Services after the notification of such changes, Creator is indicating its acceptance of and agreement to those changes. Furthermore, Company may add, change, discontinue, remove, or suspend any other Content or Service, temporarily or permanently, at any time, without notice and without liability.

If Creator objects to any such modifications to the Service Agreement, this TOS or the Services, Creator's sole recourse shall be to cease using the Services. Continued use of any Service following any such changes to the Services or notice of modifications of the Service

Agreement or this TOS indicates Creator acknowledges and agrees to be bound by the modifications.

Article 13. Governing Law

The Service Agreement (including this TOS) shall be governed by and construed in accordance with the laws of Japan.

Article 14. Jurisdiction
The parties hereto hereby agree that the Tokyo District Court of Japan shall have the exclusive jurisdiction for the first instance with respect to any and all controversies arising from or in relation to the Service Agreement (including this TOS).

Article 15. Language
In the event of any difference between the Japanese version and the English version of these Terms of Service, the Japanese version shall prevail.

Article 16 Definitions
For the purposes of this TOS, the following capitalized terms shall have the meanings set forth below. Capitalized terms not defined herein shall have the meanings given elsewhere in this TOS.

"**Add-On Subscription**" means a standalone, optional subscription service that is not included in a base Subscription Plan and may be subscribed to separately for an additional recurring fee, as displayed on The Pass.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"**Beginner Plan**" means a Subscription plan designed for entry-level creators and musicians, as displayed on The Pass, which may be offered in standard, Plus, and/or Complete tiers.

"**Benefits**" means discounts, coupons, bonus credits and any other related promotional or rewards programs as may be established by a partner of the Company from time to time.

"**Complete Plan**" means a Subscription Tier designated as "Complete" on The Pass, which may include additional features, Partner Services, and/or physical hardware products, and which may be offered on a yearly-only basis.

"**Content**" means any audio, music, sound recordings, compositions, podcasts, videos, images, text, metadata, artwork, or other materials created, uploaded, distributed, or made available by Creator through the Services.

"**Credits**" means usage-based benefits, credits, or allowances provided as part of a Subscription, which may be used to access specific Partner Services, features, or promotional tools, as displayed on The Pass.

“**Creator**” means any individual or entity that registers for, accesses, or uses The Pass or the Services for the purpose of creating, producing, distributing, promoting, or monetizing Content.

“**Creator ID**” means the account-based identity service operated by the Company that enables Creators to register an account, authenticate their identity, and access Yamaha creator-related services, including The Pass.

“**Creator Materials**” means Creator’s name, logo, trademarks, Content, and any related materials provided by Creator to the Company or used in connection with the Services.

“**Free Trial**” means a limited-time trial period during which Creator may access certain features of The Pass or the Services without charge, as displayed on The Pass.

“**Groover**” means the third-party Partner Service that provides music feedback, promotion, and submission tools.

“**Groover Credits**” means Credits allocated for use with the Groover Partner Service, which may be provided in different amounts during the Free Trial (zero), Initial Period, and Standard Period, and which may be accumulated and carried over in accordance with Article 5.3.

“**Hardware Products**” means any physical products, equipment, or devices, including, without limitation, microphones or audio equipment, provided as part of certain Subscription Tiers.

“**Initial Period**” means the first two (2) months following conversion from a Free Trial to a paid Subscription, during which certain Credits (including Groover credits) may be provided in increased amounts, as displayed on The Pass.

“**Partner Services**” means any third-party software, platforms, tools, content, or services provided by the Company’s partners and made available to Creator through The Pass, including, without limitation, music production tools, distribution services, promotion tools, and podcast services.

“**Permitted Deductions**” means the deductions described in Article 5.6, including, without limitation, payment processing fees, taxes, platform fees, refunds, chargebacks, and agreed marketing costs.

“**The Pass**” means the subscription-based creator services platform operated by the Company under that name, including its websites, applications, dashboards, and related interfaces.

“**Podcaster Plan**” means a Subscription plan designed for podcast creators and spoken-word content creators, as displayed on The Pass, which may be offered in standard, Plus, and/or Complete tiers.

“**Producer Plan**” means a Subscription plan designed for music producers and advanced music creators, as displayed on The Pass, which may be offered in standard, Plus, and/or Complete tiers.

“**Services**” means all services, features, tools, Partner Services, content, Hardware Products, and functionalities made available by the Company through The Pass.

“**Standard Period**” means the period beginning with the third (3rd) month following conversion to a paid Subscription and thereafter, during which Credits may be provided in standard amounts, as displayed on The Pass.

“**Subscription**” means a paid subscription to a specific plan, tier, or Add-On Subscription on The Pass that grants Creator access to the applicable Services.

“**Subscription Plan**” means a role-based subscription category, including, without limitation, Beginner Plans, Producer Plans, and Podcaster Plans.

“**Subscription Tier**” means the level within a Subscription Plan, such as standard, Plus, or Complete, as displayed on The Pass.

“**Plus**” means, in relation to a Subscription Plan or Subscription Tier, a plan or tier designated as “Plus” on The Pass, which includes additional features or Partner Services compared to the standard plan or tier.

“**Yearly Subscription**” means a Subscription with a billing cycle of twelve (12) months.

“**Yearly-Only Subscription**” means a Subscription Tier that is offered exclusively on a yearly billing basis, as displayed on The Pass.

[Additional definitions may be added in future Order Forms or displayed in the Creator Dashboard from time to time.]