

Terms Of Service

THIS TERMS OF SERVICE AGREEMENT ("AGREEMENT") IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU ("YOU," "YOUR" OR "YOURSELF") AND MOMENTUM MUSICIAN ("OUR," "US," "WE" OR "MOMENTUM MUSICIAN" OR "MOMENTUM"), WHICH GOVERNS YOUR USE OF THE MOMENTUM MUSICIAN WEBSITE, FORUM, APPS, APIs. AND WIDGETS, TOGETHER WITH ALL INFORMATION, CONTENT, PRODUCTS, MATERIALS AND SERVICES MADE AVAILABLE TO YOU THROUGH THE SAME BY US (COLLECTIVELY, "THE SERVICE"). PLEASE READ THIS AGREEMENT CAREFULLY PRIOR TO USING THE SERVICE. BY REGISTERING FOR, USING OR OTHERWISE ACCESSING THE SERVICE, YOU ARE CONSENTING TO BECOME A PARTY TO THIS AGREEMENT AND AGREEING TO BE BOUND BY AND COMPLY WITH THESE TERMS OF SERVICE AND OUR PRIVACY POLICY.

1. ACCESS TO THE SERVICE 1.1 You may use the Service only if you can legally form a binding contract with Momentum Musician, and only in compliance with these Terms and all applicable laws. When you create your Momentum account, you must provide us with accurate and complete information. Any use or access by anyone under the age of 18 is not allowed.

1.2 In order to use the Service, you must obtain access to the Internet and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet and to be able to access the digital Content files. Download and use of software content may be subject to an additional license agreement

2. YOUR REGISTRATION OBLIGATIONS

You agree to provide true, accurate, current and complete information about yourself as prompted by the Service registration process (such information being the "Registration Data"). You further agree that, in providing such Registration Data, you will not knowingly omit or misrepresent any material facts or information and that you will promptly enter corrected or updated Registration Data via the Service, or otherwise advise us promptly in writing of any such changes or updates. You further consent and authorize us to verify your Registration Data as required for your use of and access to the Service, as applicable. If you are already registered for the Service, you shall utilize your existing user ID and password in connection with your account (collectively referred to herein as "IDs"). If you are not already registered, you shall establish IDs. You agree that you will not allow another person to use your IDs to access and use the Service under any circumstances. You are solely and entirely responsible for maintaining the confidentiality of your IDs and for any charges, damages, liabilities or losses incurred or suffered as a result of your failure to do so. We are not liable for any harm caused by or related to the theft of your IDs, your disclosure of your IDs, or your authorization to allow another person to access and use the Service using your IDs. Furthermore, you are solely and entirely responsible for any and all activities that occur under your account including any charges incurred relating to the Service. You agree to immediately notify us of any unauthorized use of your account or any other breach of security known to you. You acknowledge that the complete privacy of your data and messages transmitted while using the Service cannot be guaranteed. A person who completes the registration process for the Service is sometimes referred to herein as a "Registered User".

3. SERVICE FEES 3.1 By registering for the Service, you agree to pay the fees designated for the Service level you select and in accordance with this section 3.1. Additional charges may include purchases you make or service level changes you request. Subject to your right to terminate the Service prior to the expiration of a monthly Period (defined hereinafter); you agree to pay the applicable

amounts for the minimum period specified therein. The term "month" (or "monthly") is defined herein as a 30-day cycle.

3.2 Your subscription will continue automatically at the fee rate applicable to the Service, which you have selected unless terminated by Momentum Musician or until you notify Momentum Musician of your decision to cancel your subscription to the Service via the momentummusician.com contact form. All subscriptions require a commitment for a minimum period(s) of time ("Service Level Period") and, consequently, cannot be cancelled until the end of the Service Level Period. You may, at any time during your subscription period, set your account to cancel, or select another monthly, subscription plan level into which to renew, effective at the end of your then-current plan. At the end of your monthly subscription period(s), your subscription will automatically renew (the "Renewal Date") and you will be billed for a monthly subscription respectively at your then-current plan level, unless you elect to terminate the Service pursuant to Section 4 at the rates in effect when the charges were incurred. All

fees and charges are nonrefundable. All notices regarding your subscription will be sent to your last email of record. Please keep a record of when your subscription term ends and the next Renewal Date. You are responsible for timely canceling your subscription regardless of whether you receive any notice from us. Monthly subscriptions automatically renew unless auto-renew is turned off at least 24-hours before the end of the current period. The account will be charged for renewal within 24-hours before the end of the current period.

3.3 Payment must be made by a major credit card accepted by Momentum Musician and Wix Payments (currently, VISA, MasterCard, American Express and Discover), or any other methods of payment as Momentum Musician and Wix may accept from time to time. If Momentum Musician does not receive payment from the credit card issuer or its agent, you agree to pay all amounts due upon demand by Momentum Musician. Your card issuer agreement governs your use of your designated card in connection with the Service, and you must refer to that agreement and not this Agreement to determine your rights and liabilities as a cardholder. YOU, AND NOT MOMENTUM MUSICIAN, ARE RESPONSIBLE FOR PAYING ANY AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY, WHICH WERE NOT AUTHORIZED BY YOU.

3.4 If Momentum Musician does not receive the full amount of your Service account balance within thirty (30) days of the Billing Date, you will be notified via the most recent email on record that your account will be cancelled at the end of the 30 days of non-payment. You release Momentum Musician from all liabilities and claim of loss resulting from any error or discrepancy that is not reported to Momentum Musician within sixty (30) days of its first appearance on an invoice or credit card statement.

3.5 The fees, charges and payments hereunder do not include and you are solely responsible for paying any taxes, duties, government levies or other charges imposed by a taxing or other regulatory authority relating to your use of the Service. You are solely responsible for arranging payment for any and all additional or premium charges for your use of any third party services via the Service.

3.6 MOMENTUM MUSICIAN RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS FEES AND BILLING METHODS, INCLUDING THE ADDITION OF SUPPLEMENTAL FEES OR SEPARATE CHARGES FOR CONTENT, OR SERVICES PROVIDED BY MOMENTUM MUSICIAN. You will be notified if any fees are changing and if any such change is unacceptable to you, you may cancel your subscription to the Service, as provided in Section 4. YOUR CONTINUED USE OF THE SERVICE FOLLOWING THE EFFECTIVE DATE OF A CHANGE TO SUCH FEES AND BILLING METHODS SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGE.

4. TERMINATION /CANCELLATION/ REFUNDS 4.1 To cancel your account or subscription, please email:

info@momentummusician.com OR visit the contact page on momentummusician.com and fill out a contact form. If you cancel your subscription, Momentum Musician will not refund any remaining portion of

your subscription fees except as expressly provided for herein. Please note that, following cancellation of your subscription to the Service, you will not be able to access the Service

For monthly subscriptions, you may cancel your monthly subscription anytime during the month however, you will not receive a refund for the current month's subscription (which will remain active for the remainder of that month's subscription term) and your payment method will not be charged for any subsequent monthly billing periods; as a courtesy to you we will convert your account to a free account.

Your non-termination or continued use of the Service reaffirms that Momentum Musician is authorized to charge your payment method. We may submit those charges for payment and you agree you will be responsible for such charges. This does not waive our right to seek payment directly from you.

4.2 We may terminate this Agreement, restrict, suspend or terminate your use of the Service immediately and without notice or liability, if you violate, breach or fail to comply with this Agreement in any way, and it will not limit any other rights or remedies which are available to us.

4.3 You may terminate this Agreement by providing us with notice of your termination via the contact portal on momentummusician.com and ceasing to use Service. Termination is your sole right and exclusive remedy if you are not satisfied with the Service. Upon the effective date of any such termination, your right to use the Service shall immediately cease

5. USER RESTRICTIONS 5.1 You may not use the Service to upload, distribute, transmit, communicate, link to, publish or access any data, information or material through, using or otherwise in connection with the Service, that: (a) is libelous, defamatory, vulgar or obscene, pornographic, sexually offensive or explicit, harmful or harassing, threatening, hateful, racially, culturally, ethnically or otherwise objectionable or offensive, discriminatory or abusive; (b) violates any law or

regulation or the rights of others; (c) causes duress, distress or discomfort to another or is likely to deter or discourage others from using the Service; and/or (d) infringes any intellectual property, proprietary rights or confidentiality obligations of others

5.2 You may not use the Service to: (a) attempt to or actually disrupt, impair or interfere with, alter or modify the Service or any information, data or materials posted and/or displayed by us or anyone else; (b) act in a way that affects or reflects negatively on us, the Service, or anyone else; and/or (c) collect or attempt to collect any information from others including, without limitation, personally identifiable information, without such party's prior consent. You agree to comply with all local, state, federal laws, statutes, rules and regulations, as well as any international treaties, which are applicable to your use of the Service.

5.3 You are prohibited from violating or attempting to violate the security of the Service, including, without limitation: (a) accessing data not intended for you or logging onto a processor, communications or access device or account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of the Service or to breach security or authentication measures, regardless of your motives or intent; (c) attempting to interfere with or disrupt the Service or service to any user, processor, host or network, including, without limitation, by submitting a virus, worm or Trojan horse; or (d) sending unsolicited e-mail or other information, including promotions or advertising. Violations of system or network security or this Agreement may result in civil or criminal liability. We have the right to investigate occurrences, which may involve such violations and we may involve, provide information to and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

6. INTELLECTUAL PROPERTY RIGHTS 6.1 In some cases, Momentum Musician derives its rights to use the Content offered on the Service from third party content owners ("Content Providers") for fixed periods of time. As well, Momentum Musician is sometimes required

to remove certain Content off the Service for legal reasons. Therefore, certain Content offered or advertised by Momentum Musician may not be available when you try to access it, and not all Content is available in all countries or territories

7. DISCLAIMER OF WARRANTIES YOU EXPRESSLY AGREE THAT USE OF AND ACCESS TO THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. WE DO NOT MAKE, AND HEREBY DISCLAIM, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICE, THE MOMENTUM MUSICIAN SITE AND THE PRODUCTS AND SERVICES OFFERED THROUGH THE SERVICE OR ANY PORTION THEREOF, EXPRESS, IMPLIED OR STATUTORY, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON INFRINGEMENT OF THIRD PARTY RIGHTS. OR ANY WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY MATERIAL, CONTENT, PRODUCTS OR SERVICES DISPLAYED ON OR OFFERED THROUGH THE SERVICE ARE ACCURATE, COMPLETE, APPROPRIATE, RELIABLE, OR TIMELY. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE WILL MEET YOUR REQUIREMENTS AND/OR YOUR ACCESS TO AND USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS, OR OTHERWISE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. WE (INCLUDING ALL MOMENTUM MUSICIAN WORK FOR HIRE INSTRUCTORS/FACILITATORS), DO NOT CLAIM TO GIVE ANY LEGAL OR MEDICAL ADVICE.

8. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MOMENTUM MUSICIAN SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD

PARTIES; OR (C) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL MOMENTUM MUSICIAN'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE EXCEED ONE HUNDRED U.S. DOLLARS (U.S. \$100.00).

9. INDEMNITY You agree to defend, indemnify and hold us harmless against any losses, expenses, costs or damages (including our reasonable attorneys' fees, expert fees' and other reasonable costs of litigation or proceedings) arising from, incurred as a result of, or in any manner related to any claim or action based upon (a) your breach of, or failure to comply with, the terms and conditions of this Agreement, (b) your use of the Service, and/or (c) the use of the Service by any other person using your IDs. We may, in our discretion, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defense and control of any such claim or action and then your corresponding indemnification obligation will end.

10. CHOICE OF LAW AND CONSENT TO JURISDICTION

These Terms shall be governed by the laws of the State of Washington, without respect to its conflict of laws principles.

11. OBJECTIONABLE MATERIAL You understand that by using the Service, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language. Nevertheless, you agree to use the Service at your sole risk and that Momentum Musician shall have no liability to you for content that may be found to be offensive, indecent, or objectionable. Content descriptions are provided for convenience, and you acknowledge and agree that Momentum Musician does not guarantee their accuracy.

12. CUSTOMER SUPPORT If you need assistance with your account, you may reach Customer Support at any time here: <https://www.momentummusician.com/contact> or by email at info@momentummusician.com Please note that these are the only methods to contact Momentum Musician for Customer Support; there is no Customer Support by telephone or fax. The Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use expressly apply to the use of Customer Support.

13. CHANGES OR MODIFICATIONS We reserve the right to add, delete, change or modify parts of these Terms at our sole discretion and at any time without notice or liability to you. If we do this, we will post the changes to the Terms on this page and will indicate the effective date of the Terms at the bottom of the page. It is important for you to refer to this Agreement from time to time to make sure that you are aware of any additions, revisions, or modifications that we may have made to these Terms. Your continued use of the Service constitutes your acceptance of the new Terms.

14. PHOTO RELEASE As a subscription member or one-time class member of Momentum Musician, you grant permission for Momentum Musician to use photos and videos of all attendees for promotional and educational purposes for any and all Momentum Musician programming. If you choose to opt out, you will need to email: info@momentummusician.com that you do not consent.

15. MOMENTUM MUSICIAN PRIVACY POLICY Momentum Musician provides a platform, including a website available at www.momentummusician.com and related mobile applications, which makes available services both virtual (mentorship) and in-person (classes and events) (the "Service"). We at Momentum Musician respect the privacy concerns of the users of this Service. We will never sell any personal information or share with members outside of the Momentum Musician Organization. All payment and sensitive information is collected by the platform we use for subscription services: WIX. Wix's privacy policy can be found here: <https://www.wix.com/about/privacy>

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