

Terms and Conditions

Welcome to MusicWorksUnlimited website (the "Site").

Music Works LLC ("MusicWorks", "MusicWorks+", "MusicWorks Stream," "We" "Us" or "Our") provides the content and services available on the Site to you subject to the following terms and conditions ("Terms and Conditions"). By accessing or using the Site, you are acknowledging that you have read, understand, and agree, without limitation or qualification, to be bound by these Terms and Conditions which include our Privacy Policy and all other policies of MusicWorks+, all of which are incorporated herein by reference.

1. Privacy Policy and Return Policy

Please review our [Privacy Policy](#) which also governs your visit to the Site.

2. Intellectual Property

All content available on the Site, including but not limited to text, graphics, logos, button icons, images, audio clips, data compilations and software, and the compilation thereof (collectively, the "Content") is the property of MusicWorks+, our affiliates, partners or licensors, and is protected by United States and international copyright laws.

The trademarks, logos, and service marks displayed on the Site (collectively, the "Trademarks") are the registered and/or unregistered marks of *MusicWorks, MusicWorks+, MusicWorks Stream, our affiliates, partners or licensors, in the United States and other countries, and are protected by United States and international trademark laws.

Except as set forth in the limited licenses in Section 3 below, or as required under applicable law, neither the Content or Trademarks nor any portion of the Site may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without our prior written consent.

3. Limited Licenses and Use of the Site

We grant you a limited, revocable, and non-exclusive license to access and make personal use of the Site and create a hyperlink to the home page of the Site for personal, non-commercial use only. This limited license does not include the right to, and you are not permitted to: (i) frame or utilize framing techniques to enclose the Site or any portion thereof; (ii) modify or download the Site or Content (except caching or as necessary to view the Site); (iii) make any use of the Site or Content other than personal use; (iv) create any derivative work based upon either the Site or Content; (v) collect account information for the benefit of yourself or another party; (vi) replicate our Content; (vii) use software robots, spiders, crawlers, or similar data gathering and extraction tools, or take any other action that may impose an unreasonable burden or load on our infrastructure; (viii) imply that we are endorsing any website or third party services or products; (ix) misrepresent your relationship with us; (x) upload or post through the Site any content that could be construed as distasteful, obscene, offensive or controversial; (xi) portray us or our products or services, in a false, misleading, derogatory, or otherwise offensive or objectionable manner, or associate us with undesirable products, services, or opinions; (xii) use any Trademark; or (xiii) link to any page of the Site other than the home page.

We may, in our sole discretion, request that you remove any link to the Site, and upon receipt of such request, you shall immediately remove such link.

You further agree not to or permit any other person to:

- (a) transmit, distribute or upload programs or material that contain malicious code, including, but not limited to viruses, time bombs, cancelbots, worms, Trojan horses, Easter eggs, spyware, or other potentially harmful programs or other materials or information;
- (b) send or enable the transmission of junk email, duplicative or unsolicited messages, or so-called "spamming" or "phishing";
- (c) disrupt, impair, alter or otherwise interfere with the functions, features, Content or use of the Site;
- (d) violate any laws, regulations, judicial or governmental order, any treaties, or violate or infringe upon any intellectual property rights, rights of publicity or privacy, or any other rights of ours or of any third party;

(e) gain unauthorized access to the Site; or

(f) improperly display any TCP/IP packet header or part of the header information in any email or other postings.

Any unauthorized use by you of the Site terminates the limited licenses set forth in this Section 3 without prejudice to any other remedy provided by applicable law or these Terms and Conditions.

4. Your Obligations and Responsibilities

In the access or use of the Site, you shall comply with these Terms and Conditions and the special warnings or instructions for access or use posted on the Site. You shall act always in accordance with the law, custom and in good faith. You may not make any change or alteration to the Site or any Content or services that may appear on this Site and may not impair in any way the integrity or operation of the Site. In addition, when you register with the Site and subscribe to receive our emails or newsletter, you must indicate your acceptance of these Terms and Conditions and the Privacy Policy by following the instructions and clicking the button labeled "I agree."

Without limiting the generality of any other provision of these Terms and Conditions, if you breach any of these Terms and Conditions (including our Privacy Policy), you shall be liable for all the losses and damages that this may cause to MusicWorks, MusicWorks+, MusicWorks Stream, our affiliates, partners, or licensors.

5. Your Account

You may register at our Site before subscribing to receive our email newsletters. When registering, you must give an email address/username and password for your account. You are responsible for maintaining the confidentiality of your account, username and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account, username and/or password.

We reserve the right to refuse service and/or terminate accounts without prior notice if you violate these Terms and Conditions (including our Privacy Policy).

6. Purchase of Products

We offer various courses, videos, music, membership programs, and associated material for sale on this Site ("Products"), which are for personal and internal business use only. We grant you a limited, personal, non-exclusive, non-transferable license to use the Products for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Products in any manner. You further agree that you shall not create any derivative work based upon the Products and you shall not offer any competing products or services based upon any information contained in the Products. You may not sell or resell any of the Products or services you purchase or otherwise receive from us. We have the right to refuse or limit any orders, and to limit quantities. We may grant or deny cancellation requests for individual orders in our sole and absolute discretion, including, without limitation, if we believe that your order may result in the violation of our Terms and Conditions (including our Privacy Policy, Refund/Cancellation Policy).

Those that purchase products from us may edit the music in the products for their own personal and internal use, but they may not use the edited music in any other broadcast or media without prior written permission from Music Works, LLC.

We attempt to be as accurate as possible when describing products on the Site; however, to the extent permitted by applicable law, we do not warrant that the product descriptions or other content available on the Site are accurate, complete, reliable, current, or error-free.

Our sole liability and your exclusive remedy concerning purchase of products through the Site is for us to handle your customer service request in accordance with our Refund Policy.

All prices are quoted in U.S. dollars. We may occasionally make errors in the stated prices on this Site. If a product's correct price is higher than the listed price, we will, in our discretion, either confirm the correct price with you or cancel your order and notify you of such cancellation.

The display of products and services on the Site invites you to make us an offer to buy the products or services. Your order is an offer to buy the products or services, which we accept only by delivering the products or services ordered. Any confirmation that you receive after placing an order does not constitute an acceptance of your offer, and

is subject to correction before delivery in the event of inaccuracies, errors, product unavailability, or for any other reason.

You authorize us (and any payment processor) to charge your payment card for all purchases you make. We accept the forms of payment stated on the Site and, for credit card payments, charge your credit card when your order is processed. The bank issuing your credit card may control when to release funds in the case of an order cancellation or refund. We reserve the right to use the payment information you provide us in connection with this payment to provide better service to you should you wish to use our service again in the future and to protect us from fraud and other losses. Completion of a payment transaction is contingent upon: (a) you providing complete personal, account, transaction and any other information needed, (b) authorization of the payment by your credit or debit card company, and (c) acceptance of your payment. You may cancel your payment prior to your final submission of it to us. We may, in our sole discretion, cancel your payment at any time by providing notice to you through your contact information or by a notice when you attempt to make a payment. We may cancel a payment or prevent you from initiating future payments for any reason, including, without limitation, the following: (i) if you attempt to use the Services in breach of any applicable law or regulation; (ii) if you use the Site in breach of these Terms; (iii) if we suspect fraudulent, unlawful or improper activity regarding a payment; (iv) if we detect, in our sole discretion, that your payments have excessive disputes, high reversal rates or present a relatively high risk of losses; or (v) failure to cooperate in an investigation or provide additional information when requested.

We may, from time to time in our sole discretion, offer certain promotional codes. Promotional codes are non-transferable and are not redeemable for cash. The promotion code must be redeemed at the time of checkout, unless otherwise advertised. There is no cash alternative. Furthermore, promotional codes cannot be used in conjunction with any other offer or promotional discount, and must be redeemed by the date published, if provided. Lost promotional codes cannot be replaced. Limit one promotional code per customer. Promotional codes are void where prohibited. Any promotional program may be terminated or modified by MusicWorks, MusicWorks+, MusicWorks Stream at any time in its sole discretion.

Stated prices do not include any customs duties, sales, use, value-added, excise, federal, state, local or other taxes. You are solely responsible for the payment of such taxes related to your purchase.

We have the right to charge you for any taxes that we believe we are required to pay or collect related to your purchase.

Cancellation Of Subscription

Certain of the Products and services may be offered on an ongoing basis with a monthly or yearly subscription. Users may cancel subscriptions at any time by emailing info@musicworksunlimited.com.

Your subscription shall continue until the end of the existing subscription period and shall terminate at the completion of that period. You shall not be charged after a cancellation.

All sales are final. No returns, refunds or exchanges are offered or provided.

7. Third Party Links

We are not responsible for the content of any off-website pages or any other websites linked to or from the Site. Links appearing on the Site are for convenience only and are not an endorsement by us. We are not responsible for examining or evaluating the offerings or products of, off-website pages or any other websites linked to or from the Site, nor do we assume any responsibility or liability for the actions, content, products, or services of such pages and websites, including, without limitation, their privacy policies and terms and conditions.

8. Submissions

Our Site provides an opportunity for creators to upload their choreographic content and for users to provide feedback or other user content or submissions, including comments or blog posts, if available ("Submission"). At our sole discretion we will determine whether to post your Submission on the Site. In submitting a Submission, you agree to grant us an irrevocable, assignable, worldwide license and sublicense to use your Submission on our Site, media advertisements, social media platforms and any other media of our choosing, as well as the right to use and display the name, photograph and any other biographical information that you submit with any Submission. Except as otherwise set forth herein, you will receive no compensation or royalties for the use of your Submission. **If you submit a Submission, you represent and warrant that you own or otherwise control the rights to your Submission, including, without limitation, all the rights necessary for you to provide,**

post, upload, input or submit the Submissions. You further represent and warrant that such Submission does not infringe any valid right of any third party. Specifically, you represent and warrant that the Submission has not been adapted from any other work, nor has material from any other work been copied and used in the Submission. In addition, you represent and warrant that no part of the Submission is defamatory or otherwise violates the privacy or publicity rights of any third party is not in breach any of these Terms and Conditions, nor does the Submission violate any law or judicial or governmental order. You further represent and warrant that such Submission does not constitute or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false email address, impersonate any person or entity, or otherwise mislead us as to the origin of any Submission. **You agree to indemnify and hold us harmless from and against any and all claims arising from or in connection with breach of your representations and warranties in this section 8.**

9. Use Of Interactive Features

The Site may contain bulletin board services, chat areas, forums, communities, social media pages, calendars, blog comment sections and/or other message or communication functions designed to enable you to communicate with other users (collectively, "Interactive Services"). You agree to use the Interactive Services only to post, send and receive messages and material that are appropriate and relevant to the subject matter of the Site.

You may not under any circumstances defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; advertise or offer to sell or buy any goods or services for any business purpose, unless such Interactive Services specifically allow such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict

or inhibit any other user from using and enjoying the Interactive Services; violate any code of conduct or other guidelines which may be applicable for any particular Interactive Services; harvest or otherwise collect information about others, including e-mail addresses, without their consent; or violate any applicable laws or regulations.

We have no obligation to monitor the Interactive Services. However, we reserve the right to review posted materials and to remove any materials in its sole discretion. We also reserve the right to terminate your access to any or all of the Interactive Services at any time without notice for any reason whatsoever.

We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion.

Always use caution when giving out any personally identifying information about yourself when using Interactive Services. We do not control or endorse the content, messages or information found in any Interactive Services and, therefore, we specifically disclaim any liability with regard to the Interactive Services and any actions resulting from your participation therein. Other users and third parties are not our authorized spokespersons, and their views do not necessarily reflect our views.

Materials uploaded to the Interactive Services may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

10. Creator Terms and Conditions

Any content submitted to us by contributors ("Contributor Materials") will be subject to Section 8 above regarding Submissions and the contributor hereby grants permission to us to distribute it via download or stream and to collect funds for the content.

Contributor Materials will be reviewed to ensure that they meet content and quality standards and do not violate any other section of these Terms and Conditions. Content standards include but are not limited to age appropriateness and family-friendly content, in addition to adhering to all other provisions of these Terms and Conditions.

Quality content refers to the quality of the images and the audio on the video.

If the Contributor Materials are accepted, contributor will receive an email with "Your work has been accepted" and a URL to the content will be included so contributor can promote their content.

If Contributor Materials are not accepted, the contributor will be notified via email and the uploaded content will be deleted.

Upon registering as a MusicWorks+ Contributor, Contributor will receive a Vendor Payout Account and be given a username and temporary password to access their Vendor Payout account.

MusicWorks, MusicWorks+, and MusicWorks Stream uses the Vendor Payout app to track sales.

Contributors need an active working PayPal account to be compensated for their content sold through MusicWorks, MusicWorks+, and MusicWorks Stream.

Contributors will receive 70% of gross sales of their posted Contributor Materials.

Compensation payout is made between the 1st -7th of the month following each quarter (April 1-7, July 1-7, October 1-7, January 1-7) when the applicable Contributor Materials were sold.

Contributors will have real-time access to the reporting of sales, gross payments, and payments that are due to contributor by logging into their Vendor Payout account.

11. Copyright Infringement Notification and Procedure

11.1 If you believe that this Site contains text, images, or other elements that infringe your copyrights in your work, please follow these procedures.

11.2 All notifications of claimed copyright infringement related to this Site should be sent only to our Designated Agent identified below. Note that the Designated Agent may change from time to time, so you should check these Terms and Conditions before sending any notification to us.

(a) Written notification must be submitted by email or mail to the following Designated Agent:

Music Works, LLC Copyright Agent

(b) Full Address of Designated Agent to Which Notification Should be Sent:

Music Works, LLC Copyright Agent
5041 Foothills Road, C Lake Oswego, OR 97034

(c) Telephone Number of Designated Agent:

855-914-9000

(d) Email Address of Designated Agent:

info@musicworksunlimited.com

11.3 In order to comply with Title 17, United States Code, Section 512(c)(3)(A), the Notification of Claimed Infringement must include the following:

(a) An electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the copyright owner of the copyrighted work(s);

(b) Identification of the copyrighted work(s) that you or the copyright owner claim has been infringed;

(c) A description of the material that you or the copyright owner claim is infringing, and the location where the original or an authorized copy of the copyrighted work exists (for example, the URL of the page as to this Website where it is lawfully posted);

(d) A clear description of where the infringing material is located on our website, including as applicable its URL, so that we can locate the material;

(e) Your name, address, telephone number, and e-mail address;

(f) A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

(g) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

12. Disclaimers; Representations and Warranties; Limitation of Liability

WE ARE NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SITE. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY LOSS, LIABILITY OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE, RESULTING FROM OR ARISING OUT OF ANYONE'S USE OF THE SITE, ANY CONTENT POSTED ON THE SITE OR TRANSMITTED TO OTHER USERS OR ANY INTERACTIONS BETWEEN OR AMONG USERS OF THE SITE, WHETHER ONLINE OR OFFLINE.

THE SITE IS PRESENTED "AS IS" AND "AS AVAILABLE." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. WE DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF ANY MATERIALS CONTAINED IN THIS SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

THE CONTENT AND INFORMATION LOCATED ON THE SITE ARE DESIGNED FOR EDUCATIONAL, INFORMATIONAL, AND ENTERTAINMENT PURPOSES ONLY AND IS NOT CONSTRUED TO BE ADVICE OF ANY KIND. YOU SHOULD NOT RELY ON INFORMATION AVAILABLE IN OR VIA THE SITE AS A SUBSTITUTE FOR PROFESSIONAL ADVICE, INCLUDING MEDICAL ADVICE. YOU MUST NOT RELY ON ANY OF THE CONTENT AND INFORMATION FOR ANY PURPOSES WHATSOEVER, AND YOU MUST SEEK YOUR OWN INDEPENDENT PROFESSIONAL ADVICE BEFORE RELYING ON OR OTHERWISE DECIDING TO TAKE ANY ACTION ON THE BASIS OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH THE SITE.

IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM

YOUR HEALTHCARE PROFESSIONAL BECAUSE OF INFORMATION OR CONTENT AVAILABLE ON OR OBTAINED THROUGH THE SITE OR THE SERVICES. THE USE OF INFORMATION OR CONTENT PROVIDED THROUGH THE SITE IS SOLELY AT YOUR OWN RISK. ANY INFORMATION YOU FIND HERE, ON WEBSITES WHICH WE LINK TO OR OBTAIN THROUGH CONTACTS YOU MAY MAKE THROUGH THIS SITE, OR PRODUCTS SUGGESTED OR SERVICES OFFERED BY THE SITE, SHOULD BE VERIFIED WITH YOUR PROFESSIONAL HEALTH CARE PROVIDER.

NOTHING STATED OR POSTED ON THE SITE OR AVAILABLE THROUGH THE SITE IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR COUNSELING CARE. FOR PURPOSES OF THESE TERMS AND CONDITIONS, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR COURSE OF ACTION OR ADVICE. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY OR ANY CONDITION REQUIRING IMMEDIATE ATTENTION, CALL YOUR DOCTOR OR 911 IMMEDIATELY. MUSICWORKS, MUSICWORKS+ AND MUSICWORKS STREAM DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC TREATMENT PLAN, EXERCISE REGIMEN, SPECIFIC MEDICAL TESTS, PRODUCTS, PROCEDURES, OPINIONS, OR OTHER INFORMATION THAT MAY BE MENTIONED OR OFFERED ON OR PURSUANT TO THE SITE. RELIANCE ON ANY INFORMATION OR PRODUCTS LINKED TO BY MUSICWORKS, MUSICWORKS+ MUSICWORKS STREAM, ITS AGENTS OR EMPLOYEES, OTHERS APPEARING ON THIS SITE AT THE INVITATION OF MUSICWORKS+, OR OTHER VISITORS TO THE SITE IS SOLELY AT YOUR OWN RISK AND MUSICWORKS, MUSICWORKS+ AND MUSICWORKS STREAM HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH.

MUSICWORKS, MUSICWORKS+ AND MUSICWORKS STREAM DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY WEBSITE FEATURED OR LINKED TO THROUGH THE SITE, AND MUSICWORKS, MUSICWORKS+ AND MUSICWORKS STREAM WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. MUSICWORKS, MUSICWORKS+ AND MUSICWORKS STREAM WILL NOT BE LIABLE FOR THE OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. YOU VOLUNTARILY ASSUME THE

RISK OF HARM OR DAMAGE FROM THE FOREGOING. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND TO THE FULLEST EXTENT PERMITTED BY LAW.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE RESPONSIBLE OR LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE), UNDER ANY CIRCUMSTANCES, FOR ANY (a) INTERRUPTION OF BUSINESS; (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE SITE; (c) DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (D) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF OFF-WEBSITE LINKS ON THE SITE; (E) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE SITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY WEBSITES (F) ANY INACCURACIES OR OMISSIONS IN CONTENT OR (G) EVENTS BEYOND OUR REASONABLE CONTROL.

NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, OUR ENTIRE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, IN NO EVENT SHALL EXCEED THE GREATER OF THE AMOUNT PAID FOR AN AFFECTED PRODUCT OR ONE HUNDRED DOLLARS (\$100.00). FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE SITE REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnification

You agree to defend, indemnify and hold us harmless from and against any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand resulting from your use of the Site, breach of these Terms and Conditions or Privacy Policy. You also agree to indemnify and hold us harmless from any loss, damages, or costs, including reasonable attorneys' fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

14. Termination; Survival

14.1. Term. We may terminate, change, suspend, restrict or discontinue any aspect of the Site at any time if we believe you are in breach of these Terms and Conditions or applicable law, or for any other reason in our discretion, without notice or liability. These Terms and Conditions will terminate commensurate with the discontinuance or terminations of your Site use privileges. However, the Terms and Conditions will nevertheless continue to apply and be binding upon you and any persons you represent, jointly and severally, regarding your prior access to and use of the Site and Content, and anything connected with, relating to or arising therefrom.

14.2. Modification and Termination of Site and Services. We may modify or terminate the Site or the services, your access thereto, in part or as a whole, at any time, for any or no reason, and without notice or liability to you.

14.3. Suspension or Termination. We may deny you access to all or part of the Site at any time for any reason (including if you violate these Terms and Conditions, as determined in our sole and absolute discretion) or no reason at all. If we terminate for no reason your right to access the Site, we will fulfill our obligations to you related to any orders outstanding at the time of termination.

14.4. Effect of Termination. If you terminate your account, you will remain liable under these Terms and Conditions for any order placed prior to termination. If we terminate your right to access the Site, these Terms and Conditions will terminate and all rights you have to access the Site will immediately terminate.

15. Disputes; Choice of Law; Arbitration; Class Action Waiver

With respect to any dispute regarding the Site or these Terms and Conditions, all rights and obligations and all actions concerning these Terms and Conditions, shall be governed by the laws of Oregon, as if these Terms and Conditions was a contract wholly entered into and wholly performed within Oregon. By using the Site, you agree that any dispute in any manner arising out of or relating in any way to these Terms and Conditions, shall be submitted to binding arbitration with Judicial Arbitration and Mediation Services, Inc. ("JAMS") pursuant to JAMS' arbitration rules, held before a single neutral arbitrator in the Portland, OR_area. The parties to arbitration may use legal counsel at their own expense, and the prevailing party shall be entitled to its

reasonable attorney's fees. All costs of arbitration (including arbitrator fees) shall be paid by MusicWorks+, except only if the arbitrator determines the claims are frivolous, or that if you bring the arbitration, you may be charged an initial filing fee that shall not exceed the filing fees that you would incur for bringing an action in court. Claims brought on behalf of or allegedly representing or including other persons or entities, including but not limited to any class, consolidated, representative, collective or private attorney general action, are referred to herein as a "Class Action." **Notwithstanding anything else in the Privacy Policy or the JAMS rules but subject to the exception for injunctive or equitable relief and public injunctive relief below, any parties subject to this arbitration provision shall be barred from bringing or participating in any Class Action related to a dispute covered by this arbitration provision. You also acknowledge and understand that, with respect to any dispute with us, our officers, directors, employees, agents or affiliates, arising out of or relating to your use of the Service or this Agreement: YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.** However, if these Class Action restrictions are ever deemed illegal or unenforceable, they shall be severed from this arbitration provision. In that event, any Class Action shall be exempt from this arbitration provision and brought in court. This arbitration provision is subject to the Federal Arbitration Act and may be enforced in any court of competent jurisdiction. Judgment on any arbitration award may be entered in any court having valid jurisdiction thereof. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of with appropriate jurisdiction, including equitable relief, public injunctive relief, or other provisional relief as appropriate and as allowed under this agreement or by law, in which case the parties submit to the sole and exclusive jurisdiction and venue of the state and federal courts of Oregon.

15. General

You acknowledge and agree that these Terms and Conditions, which include our Privacy Policy, constitute the complete and exclusive agreement between us concerning your use of the Site, and supersede and govern all prior proposals, agreements, or other communications.

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time by posting the changes on the Site and any changes are effective immediately.

You agree that no joint venture, partnership, employment, or agency relationship exists between us as a result of this agreement or use of the Site.

Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, or other form of joint enterprise between us. Our failure to require your performance of any provision hereof shall not affect our full right to require such performance at any time thereafter, nor shall our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these Terms and Conditions shall be unenforceable or invalid under any applicable law or be so held by any applicable arbitral award or court decision, such unenforceability or invalidity shall not render these Terms and Conditions unenforceable or invalid as a whole. We will amend or replace such provision with one that is valid and enforceable, and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision.

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Privacy Policy

When you provide us with information through the **MusicWorksUnlimited website** (the "Site"), we respect your privacy. It is important for you to understand what information we collect about you during your visit and what we do with that information. Your visit to the Site is subject to this Privacy Policy and our Terms and Conditions. Please note that this Privacy Policy governs only information provided to MusicWorks, MusicWorks+, and/or MusicWorks Stream and communications from MusicWorks, MusicWorks+, and/or MusicWorks Stream

NOTICE: THIS PRIVACY POLICY CONTAINS A MANDATORY ARBITRATION AGREEMENT. YOU AGREE THAT ANY CLAIMS YOU MAY HAVE AGAINST US RELATING TO THE SITE OR THE SERVICES, THIS PRIVACY POLICY OR ANY TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ARBITRATED, AND YOU EXPRESSLY WAIVE THE RIGHT TO (1) ASSERT CLAIMS AGAINST US IN COURT; (2) PARTICIPATE IN A REPRESENTATIVE OR CLASS ACTION; AND (3) HAVE A JURY HEAR YOUR CASE. YOU EXPRESSLY CONSENT TO HAVE ALL OF YOUR CLAIMS ARBITRATED ON AN INDIVIDUAL BASIS ONLY. YOU ALSO AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY OUR TERMS AND CONDITONS.

1. Collection of Personally Identifiable Information

We do not collect personally identifiable information about you, except when you provide it to us. For example, if you place an order through our Site, become a creator or provider with us or purchase a class, product or membership, you may be asked to provide certain information such as your contact information (name, e-mail address, telephone number, billing addresses, credit card number and expiration date, and/or account information for us to remit payments to you). To protect your personal information, users registering at the Site must also enter an e-mail address and password. You are responsible for maintaining the confidentiality of your credentials on our Site, and we strongly recommend that you do not disclose your account username or password to anyone. We will never ask you for your password in any unsolicited communication. Please notify us immediately of any unauthorized use of your account credentials or any other suspected breach of security. If you would prefer that we

not collect any personally identifiable information from you, please do not provide us with any such information.

When you submit your personally identifiable information on the Site, you are giving your consent to the collection, use and disclosure of your personal information as set forth in this Privacy Policy.

To use certain aspects of our services or make a purchase, we may require credit or debit card account information or bank account information. By submitting such information through our Site, you expressly consent to the sharing of your information with third party merchants, billing processors, and payment processors. These third parties may store your credit or debit card account information so you can use our services in the future. We do not have your complete credit or debit card account information, store your credit or debit card account information, or have direct control over or responsibility for your credit or debit card account information. While we require that such third party merchants, billing processors, and payment processors use reasonable procedures to help protect your credit or debit card information, we cannot guarantee that transmissions of your credit or debit card account information or personal information will always be secure or that unauthorized third parties will never be able to defeat the security measures taken by us or our third-party service providers. We assume no liability or responsibility for disclosure of your information due to errors in transmission, unauthorized third-party access, or other causes beyond our control.

2. Use of Personally Identifiable Information by MusicWorks, MusicWorks+, and/or MusicWorks Stream

a. We use information that we collect about you or that you provide to us, including any personal information:

- To present our Site and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To provide you with notices about your account/subscription, including expiration and renewal notices.

- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Sites or any products or services we offer or provide through it.
- To allow you to participate in interactive features on our Sites.
- To protect the security or integrity of the Sites and our business.
- To share your Personal Information with third parties for our marketing, commercial and advertising purposes, subject to any opt-out rights you may have.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

We may also use your information to contact you about our own and select partners' goods and services that may be of interest to you.

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

b. Opt-In/Opt-out Email

Opt-In: If you opt-in during the Site registration process or at other times when you submit personally identifiable information, the information you provide may be used by us to create and deliver you emails such as our newsletters, surveys or other email messages containing product and event information, dance tips or promotions ("Opt-In Emails"). If you prefer not to receive such Opt-In Emails, please do not opt-in to receive these emails.

Opt-Out: You may opt-out of receiving future Opt-In Emails from MusicWorks, MusicWorks+, and/or MusicWorks Stream when you register at the Site or otherwise provide your contact information to MusicWorks, MusicWorks+, and/or MusicWorks Stream. You may opt-out of receiving future Opt-In Emails from MusicWorks, MusicWorks+, and/or MusicWorks Stream when you register at the Site or unsubscribe by clicking the unsubscribe link in any of our promotional emails.

b. Email communications to Serve You

If you have elected to provide us with your contact information, e.g., by registering at the Site, emailing our Customer Service department or placing an order, we may provide you with service-related announcements concerning the Site or contact you regarding your customer service requests for your order.]

3. No Disclosure of Personally Identifiable Information for Third Party Marketing Without Your Consent

We will never provide your personally identifiable information to third parties for their use in marketing their products or services to you without your consent.

4. Disclosure of Personally Identifiable Information

a. We may disclose personal information that we collect, or you provide as described in this Privacy Policy:

- To data partners for the purposes set forth in this Privacy Policy.
- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us about our Site's users is among the assets transferred.

- To auditors and professional advisers like bankers, lawyers, accountants, and insurers.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent.
- When you contribute to a publicly available area or feature of the Site, the information and content that you post may be made available to the general public, depending on your settings (which is why we recommend that you do not submit or post any sensitive personal information, such as your full name, home address, phone number or other information that would enable others to contact or locate you).

We may also disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply our Terms and Conditions and other agreements, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect our rights, property, and or the safety or those of our users, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

b. Special Events

If you elect to participate in any promotions, sweepstakes, surveys, questionnaires, or other events during your visit to our Site, the rules or terms and conditions for those events may indicate that your personally identifiable information will be shared with third parties. By choosing to participate and submitting your personally identifiable information with respect to such events, you consent to disclosure of your personally identifiable information to such third parties.

5. Use of Aggregate Information

We may use the information you provide in aggregate (non-personally identifiable) form for internal business purposes, such as generating statistics and developing marketing plans.

6. Information We Automatically Collect

IP Addresses. When you connect to the Internet, your computer has a unique identification code called a "MAC ADDRESS". You also have an "IP address." Depending on the way you access the Internet, you may also have a different IP address each time you connect, or your IP address may be the same each time, or it may not be a unique IP address – you may share the IP address with others using your router. We log the IP addresses of users who visit this Site. We use your IP address for system administration purposes, such as to help diagnose problems with our server. In addition, we may use your IP address to help identify you and to gather broad demographic information about you and the rest of the users who visit this Site.

7. Use of Cookies, Pixels and Tracking Technologies

"Cookies" are a feature of web browser software that allows web servers to recognize the computer used to access a Site. They are small pieces of data that are stored by a user's web browser on the user's hard drive. Information gathered through cookies and web server logs may include information such as the date and time of visits, the pages viewed, time spent at this Site, and the websites visited just before and just after this Site. Cookies can remember what information a user accesses on one web page to simplify subsequent interactions with this Site by the same user or to use the information to streamline the user's transactions on related web pages. This makes it easier for a user to move from web page to web page and to complete commercial transactions over the Internet. Cookies should make your online experience easier and more personalized.

We use Site browser software tools such as cookies and web server logs to gather information about this Site's users' browsing activities in order to constantly improve this Site and better serve our users of this Site. This information helps us to design and arrange our web pages in the most user-friendly manner and to continually improve this Site to better meet the needs of our users and prospective users. We do not use these technologies to capture your individual e-mail address or any personally identifying information about you although they do

permit us to send focused online banner advertisements or other such responses to you.

If you have turned off all cookies, you may not be able to access any or all of the areas on this Site.

Pages of our Sites may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count users who have visited those pages and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

Certain features of our Site may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Sites. Flash cookies are not managed by the same browser settings as are used for browser cookies.

Some content or applications, including advertisements, on the Sites are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our Sites. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

8. Children under 13

If you are under 13 years of age, you may browse our Site. You may not provide personal information to us. For example, you cannot register, become a creator or provider with us or make a purchase. This Site is not designed or intended for children, and we do not knowingly collect personally identifiable information from any children under 13.

9. Links

The Site may contain links to or from other websites. Please be aware that we are not responsible for the privacy practices of other websites. This Privacy Policy applies only to the information we collect on our Site.

10. Security

We implement various security measures in accordance with industry standards to protect the security of your personal information both online and offline.

11. Notification of Changes

We may revise this Privacy Policy. If we decide to change our Privacy Policy, we will post the revised policy here.

12. Updating Your Information

You have the ability to change and/or correct the personally identifiable information you provide us. If you are a registered user, you can review, change or correct your personal information at any time by logging into your account. You may request that we deactivate your account by emailing us.

13. California Privacy Rights

California Civil Code Section 1798.83 permits those customers that are California residents to request certain information regarding our disclosure of your personal information to other parties for their direct marketing purposes. To make such a request, please send an email to info@musicworksunlimited.com or write to us at: MusicWorks+ 5041 Foothills Road APT C Lake Oswego OR 97034.

14. Merger, Sale, or Change in Control

In the event that we are acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

15. GOVERNING LAW/DISPUTE RESOLUTION/ARBITRATION

All matters relating to the Site and this Privacy Policy and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction).

By using the Site, you agree that any dispute in any manner arising out of or relating in any way to this Privacy Policy, shall be submitted to binding arbitration with Judicial Arbitration and Mediation Services, Inc. ("JAMS") pursuant to JAMS' arbitration rules, held before a single neutral arbitrator in the Portland, OR area. The parties to arbitration may use legal counsel at their own expense, and the prevailing party shall be entitled to its reasonable attorney's fees. All costs of arbitration (including arbitrator fees) shall be paid by MusicWorks+, except only if the arbitrator determines the claims are frivolous, or that if you bring the arbitration, you may be charged an initial filing fee that shall not exceed the filing fees that you would incur for bringing an action in court. **Claims brought on behalf of or allegedly representing or including other persons or entities, including but not limited to any class, consolidated, representative, collective or private attorney general action, are referred to herein as a "Class Action." Notwithstanding anything else in the Privacy Policy or the JAMS rules but subject to the exception for injunctive or equitable relief and public injunctive relief below, any parties subject to this arbitration provision shall be barred from bringing or participating in any Class Action related to a dispute covered by this arbitration provision. You also acknowledge and understand that, with respect to any dispute with us, our officers, directors, employees, agents or affiliates, arising out of or relating to your use of the Site or this Privacy Policy: YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.** However, if these Class Action restrictions are ever deemed illegal or unenforceable, they shall be severed from this arbitration provision. In that event, any Class Action shall be exempt from this arbitration provision and brought in court. This arbitration provision is subject to the Federal Arbitration Act, and may be enforced in any court of competent jurisdiction. Judgment on any arbitration award may be entered in any court having valid jurisdiction thereof. This clause shall not preclude the parties from

seeking provisional remedies in aid of arbitration from a court of with appropriate jurisdiction, including equitable relief, public injunctive relief, or other provisional relief as appropriate and as allowed under this agreement or by law, in which case the parties submit to the sole and exclusive jurisdiction and venue of the state and federal courts of Oregon.

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