



# TERMS OF PARTICIPATION

Please READ carefully. By purchasing this product, the following Terms and Conditions are entered into by Red School of Music ("Company", "we", or "us") and You ("Client" or "You") agree to the following terms stated herein.

## PROGRAM/SERVICE

Red School of Music (herein referred to as "" or "Company") agrees to provide Program, "Vocal Career Academy" or "Nerves Be Gone Academy" (herein referred to as "Program") identified in online commerce shopping cart. As a condition of participating in the Program, you agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

As part of the Program, the Company shall provide the following to Client:

A Password Protected Program Area: The Company shall maintain a Program Area that will include video, audio and written lessons, templates, worksheets, checklists, slide decks and other training and support information. You shall have access to this Program Area for as long as the Program Area exists, however no less than 120 days. In the

event that Company intends to close the Program Area, it shall provide clients with a 30 day notice and the ability to download the resources contained in the Program Area, which is what is referred to as “Lifetime Access” in our marketing materials.

Program Participant Facebook Group: The Company may create and maintain a closed Facebook group for students of the Program (“the Program Facebook Group”). This is a community run group, meaning that students are encouraged to help each other. The Company employs a Community Manager, who is charged with overseeing the group and ensuring that it runs smoothly. Chelsea Melcher may conduct live Question and Answer sessions at her discretion inside the Program Facebook Group.

The Company reserves the right to discontinue these question and answer sessions at any time without any advanced notice. You shall have access to the Insider’s Club for as long as it exists.

From time to time, the Company will offer bonuses to individuals who sign up for the Program. You shall be entitled to any bonuses offered to you at the time of your enrollment. Bonuses are not guaranteed to be available for the entire lifespan of the program and they vary depending on specific live and automated promotions throughout the year.

## LIFETIME ACCESS

The online courses will be available on their online platforms for a minimum of 6 months. Students enrolled in the courses will have the opportunity to download all materials to use at their convenience for lifetime access. If the course materials must be taken down from the hosting platform sooner than 6 months after purchasing, students will

be notified via email and given 30 days to download the materials at their convenience before they will be removed.

## DISCLAIMER

The Company's Terms of Use, Privacy Policy, and Disclaimer are hereby incorporated by reference into this agreement. Except as modified by this Agreement, each of those agreements and policies shall apply fully to your participation in the Program.

Client understands Chelsea Melcher (herein referred to as "Consultant") and , is not an employee, agent, lawyer, doctor, manager, therapist, public relations or business manager, registered dietician, or financial analyst, psychotherapist or accountant. Client understands that Consultant has not promised, shall not be obligated to and will not; (1) procure or attempt to procure employment or business or sales for Client; (2) perform any business management functions including but not limited to, accounting, tax or investment consulting, or advice with regard thereto; (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy; (4) act as a public relations manager; (5) act as a publicist to procure any publicity, interviews, write-ups, features, television, print or digital media exposure for Client; (6) introduce Client to Consultant's network of contacts, media partners or business partners. Client understands that a relationship does not exist between the parties after the conclusion of this program. If the Parties wish to continue their relationship, they shall execute a separate agreement.

## FEES

In consideration of Your access to the Program, you agree to pay the following fees.

**Vocal Career Academy:** You may choose between a single payment of \$397 (due immediately) or 2 monthly payments of \$208.50, or 6 monthly payments of \$76. If you select the payment plan, you must pay the initial payment today and then your selected payment method will be automatically charged the following payments on a monthly basis, for a total payment of \$417 (2 payment plan) or \$456 (6 payment plan). If you opt for monthly payments, you will remain responsible for those payments unless you obtain a refund according to the Program's Refund Policy set forth below. You may not cancel or avoid these payments except through the Refund Policy. In the event that any payment is not made, the Company shall immediately suspend your access to the Program.

**Nerves Be Gone Academy:** You agree to pay a single payment of \$97 as a one-time fee for access to the course. You authorize us to charge your debit or credit card or process other means of payment for those fees.

## METHODS OF PAYMENT

If You elect for the payment plan, You hereby authorize the Company to charge your credit card or debit card automatically according to the terms set forth in the Fees section above.

Regarding recurring payments and outstanding invoices: If all eligible payment methods we have on file for you are declined for payment of your monthly fee, you must provide a new eligible payment method promptly or your program access will be removed.

If you do not request a refund within the terms of the program with the required coursework at the time of your refund request, you are required by law to complete the remaining payments of your payment plan and you understand that your membership will automatically continue and you authorize us (without notice to you, unless required

by applicable law) to collect any and all outstanding receivables, using any eligible payment method we have on record for your account.

# REFUND POLICY

## **Vocal Career Academy**

The Company provides a 14-day money-back guarantee for the Program. That money-back guarantee is governed by the following terms.

In order to qualify for a refund you must contact our support team at [support@redschoolofmusic.com](mailto:support@redschoolofmusic.com) and let us know you'd like a refund by the 14th day at 11:59 EST. We will NOT provide refunds for any request that comes more than 14 days following the date of purchase. After day 14, all payments are non-refundable and you are responsible for full payment of the fees for the program regardless of whether you complete the program.

Please note: If you opted for a payment plan and you do not request a refund within 14 days, with the required coursework at the time of your refund request, you are required by law to complete the remaining payments of your payment plan.

Upon determining that you are entitled to a refund pursuant to this policy, the Company will promptly issue an instruction to its payment processor to issue the refund. The Company does not control its payment processor and will not be able to expedite any refunds.

If you receive a refund of any purchase through this money-back guarantee, that shall immediately terminate any and all licenses granted you to use the material provided to you under this Agreement

and the Company's Terms of Use. You shall immediately cease using the material and shall destroy all copies of the information provided to you, including without limitation: video recordings, audio recordings, forms, template documents, slide shows, membership areas, social media groups limited to paying members, and other resources.

To further clarify, we will not provide refunds for requests made after the 14th day from your date of purchase and all payments must be made on a timely basis. If payments are not made on time, you agree to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater.

If you have any questions or problems, please let us know by contacting our support team directly. The support desk can be reached at: [support@redschoolofmusic.com](mailto:support@redschoolofmusic.com).

## **Nerves Be Gone Academy**

The Company provides a 7-day money-back guarantee for the Program. That money-back guarantee is governed by the following terms.

In order to qualify for a refund you must contact our support team at [support@redschoolofmusic.com](mailto:support@redschoolofmusic.com) and let us know you'd like a refund by the 7th day at 11:59 EST. We will NOT provide refunds for any request that comes more than 7 days following the date of purchase. After day 7, all payments are non-refundable and you are responsible for full payment of the fees for the program regardless of whether you complete the program.

Please note: If you opted for a payment plan and you do not request a refund within 7 days, with the required coursework at the time of your refund request, you are required by law to complete the remaining payments of your payment plan.

Upon determining that you are entitled to a refund pursuant to this policy, the Company will promptly issue an instruction to its payment processor to issue the refund. The Company does not control its payment processor and will not be able to expedite any refunds.

If you receive a refund of any purchase through this money-back guarantee, that shall immediately terminate any and all licenses granted you to use the material provided to you under this Agreement and the Company's Terms of Use. You shall immediately cease using the material and shall destroy all copies of the information provided to you, including without limitation: video recordings, audio recordings, forms, template documents, slide shows, membership areas, social media groups limited to paying members, and other resources.

If you have any questions or problems, please let us know by contacting our support team directly. The support desk can be reached at: [support@redschoolofmusic.com](mailto:support@redschoolofmusic.com).

## CONFIDENTIALITY

The Company respects the privacy of its clients and will not disclose any information You provide except as set forth in this Agreement. As a condition of participating in the Program, you hereby agree to respect the privacy of other Program participants and to respect the Company's confidential information.

Specifically, you shall not share any information provided by other Program participants outside of the bounds of the Program unless you receive express written permission from such other participant to share the information. Similarly, the content of the Program contains the Company's proprietary methods, processes, forms, templates, and other information. You hereby agree not to share the information provided to

You in the Program with anyone other than the Company, its owners and employees, and other Program participants.

# NO TRANSFER OF INTELLECTUAL PROPERTY

All content included as part of the Program, such as text, graphics, logos, images, as well as the compilation thereof, and any software used in the Program, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans in the Program are the trademarks of their respective owners.

Your participation in the Program does not result in a transfer of any intellectual property to You, and, as a condition of participation in the Program, You agree to observe and abide by all copyright and other intellectual property protection.

You are granted a single-use, non-exclusive, non-transferable, revocable license to access and use the Program content and resources. You hereby agree that You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Program.



The Company content is not for resale. Your participation in the Program does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized herein.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of the license granted hereunder. To be clear, if you violate the Company's intellectual property rights, your access to the Program will be terminated immediately, and you shall not be entitled to a refund of any portion of the fees.

## INDEPENDENT CONTRACTOR STATUS

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. The Company is agreeing only to provide Client with access to the Program, which provides education and information. The information contained in the Program, including any interactions with the instructors, is not intended as, and shall not be understood or construed as, professional advice.

## FORCE MAJEURE

The Company shall not be liable or responsible to You, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

## SEVERABILITY/WAIVER

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

## MISCELLANEOUS

You agree to absolve and do hereby absolve the Company of any and all liability or loss that you or any person or entity associated with you may suffer or incur as a result of use of the Program and/or any information and resources contained in the Program. You agree that the Company shall not be liable to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Program.

The information, software, products, and service included or available through the Program may include inaccuracies or typographical errors. Changes are periodically added to the information in the Program. The Company and/or its suppliers may make improvements and/or changes in the Program at any time.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Program for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided “as is” without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits arising out of or in any way connected with the use or performance of the Program, with the delay or inability to use the Program or related service, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Program, or otherwise arising out of the use of the Program, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. Because some States or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to You. If you are dissatisfied with the Program or any portion of it, your sole and exclusive remedy is to discontinue using the Program.

# NON-DISPARAGEMENT

The Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. The parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Neither Client nor any of Client's associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the Company or any of its programs, members, owner directors, officers, Affiliates, subsidiaries, employees, agents or representatives.

# ASSIGNMENT

Client may not assign this Agreement without express written consent of Company.

# MODIFICATION

Company may modify terms of this agreement at any time. All modifications shall be posted on the 's website and purchasers shall be notified.

# TERMINATION

The Company reserves the right, in its sole discretion, to terminate your access to the Program and the related services or any portion thereof at any time, if You become disruptive to the Company or other Program participants, if You fail to follow the Program guidelines, or if You otherwise violate this Agreement. You shall not be entitled to a refund of any portion of the fees and shall not be excused from any remaining payments under a payment plan in the event of such termination.

## INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Program and related services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

## RESOLUTION OF DISPUTES

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to the Program. To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only in the state or federal courts that are geographically nearest to Marysville, OH.

## EARNINGS DISCLAIMER

Every effort has been made to accurately represent this product and its potential.

This site and the products offered on this site are not associated, affiliated, endorsed, or sponsored by Facebook, nor have they been reviewed, tested or certified by Facebook.

There is no guarantee that you will earn any money using the techniques and ideas in these materials. Examples in these materials are not to be interpreted as a promise or guarantee of earnings. Earning potential is entirely dependent on the person using our product, ideas and techniques. We do not position this product as a “get rich scheme.”

Any claims made of actual earnings or examples of actual results can be verified upon request. Your level of success in attaining the results claimed in our materials depends on the time you devote to the program, ideas and techniques mentioned, your finances, knowledge and various skills. Since these factors differ according to individuals, we cannot guarantee your success or income level. Nor are we responsible for any of your actions.

Materials in our product and our website may contain information that includes or is based upon forward-looking statements within the meaning of the securities litigation reform act of 1995. Forward-looking statements give our expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They use words such as “anticipate,” “estimate,” “expect,” “project,” “intend,” “plan,” “believe,” and other words and terms of similar meaning in connection with a description of potential earnings or financial performance.

Any and all forward looking statements here or on any of our sales material are intended to express our opinion of earnings potential. Many factors will be important in determining your actual results and

no guarantees are made that you will achieve results similar to ours or anybody else's, in fact no guarantees are made that you will achieve any results from our ideas and techniques in our material.

# OUR MINIMUM GUARANTEES

Unless otherwise noted, all products come with a 14 day guarantee. Longer conditional guarantees may apply, so check the sales material at the time of your order for details. If you do not understand or agree with any of these conditions, please do not order this material. If you require further clarification, please contact [support@redschoolofmusic.com](mailto:support@redschoolofmusic.com)

Terms and Conditions, Privacy Policy

The following Terms of Use are entered into by and between You and Red School of Music, LLC ("Company", "we", or "us").

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of ChelseaMelcher.com, including any content, functionality and services offered on or through ChelseaMelcher.com (the "Website"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and

agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. If you do not want to agree to these Terms of Use including the agreements incorporated by reference herein, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

#### **CHANGES TO THE TERMS OF USE**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

#### **PRIVACY**

Your use of the Website is also subject to the Company's [Privacy Policy](#). Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Terms of Use.

#### **DISCLAIMER**

Your use of the Website is also subject to the Company's [Disclaimer](#). Please review our Disclaimer, which also governs the Website and informs users of various limitations regarding the information provided on the Website. Your agreement to the Disclaimer is hereby incorporated into these Terms of Use.



## **ACCESSING THE WEBSITE AND ACCOUNT SECURITY**

We reserve the right to withdraw or amend this Website and any service or material we provide on the Website in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website and any resources downloaded from the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our

sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

**NO UNLAWFUL OR PROHIBITED USE AND INTELLECTUAL PROPERTY**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website and the resources available for download from the Website strictly in accordance with these Terms of Use.

As a condition of your use of the Website, you warrant to the Company that you will not use the Website or any of the resources available for download from the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website or any of the resources available for download from the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website or any of the resources available for download from the Website.

The Company content is not for resale. Your use of the Website or any of the resources available for download from the Website does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized by these Terms.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

#### **FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY**

As set forth more fully in the Disclaimer, the information contained on this Website and the resources available for download through this Website are for educational and informational purposes only. The information contained on this Website and the resources available for download through this Website is not intended as, and shall not be understood or construed as legal, financial, tax, medical, health, or any other professional advice.

#### **ACCURACY AND PERSONAL RESPONSIBILITY**

As set forth more fully in the Disclaimer, we have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information,

but we cannot guarantee the accuracy of the information. Neither the Company nor any of its owners or employees shall be held liable or responsible for any errors or omissions on this Website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

By using this Website, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Website or the resources available for download from this Website. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended on this Website.

#### **NO GUARANTEES AS TO RESULTS**

As set forth more fully in the Disclaimer, you agree that the Company has not made any guarantees about the results of taking any action, whether recommended on this Website or not. The Company provides educational and informational resources that are intended to help users of this Website succeed. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others – whether clients of the Company or otherwise – applying the principles set out in this Website are no guarantee that you or any other person or entity will be able to obtain similar results.

#### **EMAIL AND OTHER ELECTRONIC COMMUNICATIONS**

Visiting the Website or sending emails to the Company constitutes electronic communications. You consent to receive electronic

communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

We would be pleased to communicate with you by e-mail, and there are various places on this Website that provide you the ability to send an electronic communication to the Company. Any such email or other electronic communication, however, does not create a business relationship or any contractual relationship. As set forth more fully in our Privacy Policy, we will take reasonable steps to ensure that any communications remain confidential, but we cannot guarantee the security of such communications and cannot guarantee that we would not be required to disclose such communications as a result of a court order.

#### **USE OF COMMUNICATION SERVICES**

The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, blog comment sections and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: 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 topic, name, 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; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; 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 Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The Company reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Company reserves 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 the Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself in any Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the

Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized the Company spokespersons, and their views do not necessarily reflect those of the Company.

Materials uploaded to a Communication Service 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.

#### **MATERIALS PROVIDED TO THE WEBSITE**

The Company does not claim ownership of the materials you provide to the Website (including feedback and suggestions) or post, upload, input or submit to any Website or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing, or submitting your Submission you are granting the Company, our affiliated companies, and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. The Company is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company's sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

#### **LINKS TO THIRD PARTY WEBSITES AND SERVICES**

The Website may contain links to other Websites (“Linked Websites”). The Linked Websites are not under the control of the Company and the Company is not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the Website or any association with its operators.

Certain services made available via the Website are delivered by third-party Websites and organizations. By using any product, service, or functionality originating from the Website, you hereby acknowledge and consent that the Company may share such information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service or functionality on behalf of the Website’s users and customers.

#### **USE OF TEMPLATES AND FORMS**

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To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only through binding arbitration to occur in Marysville, OH. You further agree to and do hereby waive any right to class arbitration and agree, instead, to conduct an arbitration related solely to any individual claims you and/or any entity related to you asserts against the Company. To the fullest extent permissible by law, you further agree that you shall be responsible for all costs

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Unless otherwise specified herein, this agreement, along with the Privacy Policy and Disclaimer, constitutes the entire agreement between the user and the Company with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the

parties that this agreement and all related documents be written in English.

#### **CHANGES TO TERMS**

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#### **CONTACT US**

Red School of Music, LLC. welcomes your questions or comments regarding the Terms:

Red School of Music  
1008 Columbus Ave  
Marysville, OH 43040  
Email Address: [support@redschoolofmusic.com](mailto:support@redschoolofmusic.com)

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