

MyMuCo Terms of Service Agreement

July 1, 2014

Welcome to MyMuCo – a community for musicians and music students.

MyMuCo consists of a software programs MyMuCo Teachers and MyMuCo KIDS (the “Software”) and online website and services (the “Services”) (together, “MyMuCo”). Please read the terms and conditions of this Terms of Service Agreement carefully before any use of the Services.

The Software and Services are licensed to you by MyMuCo Inc., its affiliates and any successors and assigns (“MYMUCO”). Your use of the Services is governed by the terms of service agreement (the “Terms of Service”). Your use of the Software is governed by an end user license agreement (the “EULA”). Additionally, your use of the Software and Services is governed by a privacy policy detailing how MYMUCO uses the information it collects about you (the “Privacy Policy”). The EULA and Privacy Policy are incorporated herein by reference. You must agree to the EULA, Terms of Service and Privacy Policy in order to use MyMuCo.

If you do not agree to the terms of this Terms of Service Agreement, do not install the software or use the Services. By checking a box that states “I agree” or by using the Software or Services or any portion thereof, you are agreeing to be bound by the Terms of Service. If you are a parent or guardian and you provide your consent to your child's use of the Software or Services, you agree to be bound by these Terms of Service in respect to their use of the Service. If you are using the Software or Services on behalf of an organization, you represent that you have the authority to bind the organization to the Terms of Service and are agreeing to the Terms of Service for that organization. Where you are using the Services on behalf of an organization, “you” refers to the organization.

1. Use of the MyMuCo Online Service

MYMUCO provides the Services for your entertainment, information, education, and communication. The Services licensed hereunder may contain defects and compatibility issues and may not be safe or suitable for your computer or mobile device. MYMUCO advises that you carefully consider whether the Services are appropriate for your particular circumstances. You agree that it is your sole responsibility to backup data and take other appropriate measure to protect your

programs and data.

Except as otherwise provided in the Terms of Service, the Services are unsupported and the Terms of Service does not create any obligation upon MYMUCO to develop, make available, repair, release or support the Services for the benefit of you or any third party.

2. Changes to Terms of Service:

MYMUCO reserves the right, at its sole discretion, to change or modify the EULA, Terms of Service or Privacy Policy, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use at any time (“Updates”). Such Updates shall be effective immediately upon notice thereof. MYMUCO agrees to notify you of Updates by email and to make them available at www.MyMuCo.com. Any use of the Software or Services subsequent to such notice shall be deemed to constitute acceptance by you of such changes, modifications or additions.

3. Termination

Your rights under this license will terminate automatically without notice from MYMUCO if you fail to comply with any term(s) of this license. If at any time you disagree with the then-current EULA, Terms of Service or Privacy Policy you agree to terminate the EULA, Terms of Service and Privacy Policy. Upon termination of the license, You shall cease all use of the Software and Services, and destroy all copies, full or partial, of the Software and notify MYMUCO of your intention to terminate by emailing service@MYMUCO.ca.

4. Grant of License

4.1 Service License.

Except as otherwise provided in the Terms of Service, MYMUCO grants you a personal, revocable, non-exclusive, non-transferrable license to use the Services by registering an account (“Account”) and using it with the Services. You hereby acknowledge that no title or ownership interest in the Services is transferred or assigned to you and that the Terms of Service is not a sale of any right to the Services.

4.2 License Term.

The license granted to you in the Terms of Service commences on the date you agree to the Terms of Service and terminates upon the earliest of:

- MYMUCO's termination of the EULA or Terms of Service and that may occur without notice or reason;
- your removal of the Software;
- your failure to pay any fee, including a license or subscription fee, due and owing by you to MYMUCO;
- your termination of the EULA, Terms of Service and Privacy Policy; or
- your non-compliance with the EULA, Terms of Service or Privacy Policy.

4.3 License Limitations.

The license granted to you in the Terms of Service is subject to limitations. You agree that that you will not:

- encumber, sell or license the Services, including an Account, in any way;
- damage, harm, modify or otherwise impair the Services or any connected network; or
- use automation software, cheats or any other unauthorized software to modify the Services or the Service experience.

5. Accessing the Services

5.1 Access to the Services.

You agree to be responsible for obtaining and maintaining all telephones, computer hardware, mobile device and other equipment needed for access to and use of the Services and for any/all charges related thereto.

5.2 Account.

Access to the Services requires that you register an account ("Account") with MYMUCO. If you are under the age of 13, you represent that your parent or guardian has consented to your use of the Services and reviewed and agreed to the Terms of Service and Privacy Policy. If you are between the ages of 13 and 17, you represent that your parent or guardian has reviewed and agreed to the Terms of Service and Privacy Policy.

5.3 Account Ownership.

YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NO OWNERSHIP OR ANY OTHER PROPERTY INTEREST IN YOUR ACCOUNT AND FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO YOUR ACCOUNT ARE AND SHALL BE FOREVER OWNED BY AND INURE TO THE BENEFIT OF MYMUCO.

5.4 Modifying and Terminating your Account and/or Services.

MYMUCO reserves the right to do any of the following, at any time, without notice: (a) to modify, suspend or terminate your Account, for any reason; (b) to modify or change the Services, or any portion of the Services, and any applicable policies or terms; and (c) to interrupt the operation of the Services, or any portion of the Services, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

You agree that MYMUCO may, in its sole discretion and without prior notice, suspend or terminate your access to the Services and/or block your future access to the Services if we determine that you have violated EULA, Terms of Service or Privacy Policy. Whether an Account suspension will be lifted is at the sole decision of MYMUCO.

5.5 Username and Password.

Registering an Account requires you to enter your email address and select a password (“Login Information”). You are solely responsible for keeping your Login Information confidential. You agree to be bound by any use of your Login Information, including purchases and whether or not you authorized use of your Login Information. If you become aware, or reasonable suspect, an unauthorized use of your Account, you must immediately change the password that is part of your Login Information. Any questions concerning the unauthorized use of your account may be emailed to MYMUCO at service@MYMUCO.com.

5.6 Personal Information.

Registering an Account requires you to provide MYMUCO with personal information that may include your: (a) email address; (b) your password. We may also collect (c) first and last names; (d) music school or studio name; and (e) if you are a parent or guardian the number of user profiles you will associate with your account (“Personal Information”). Your Personal Information is collected and used in accordance with MYMUCO’s Privacy Policy. You must agree to the Privacy Policy in order to use the Software and the Services. You agree to provide accurate and complete Personal Information to MYMUCO and to update your

Personal Information if it changes. The Privacy Policy is available at www.MyMuCo.com.

6. Code of Conduct

The following Code of Conduct applies to your use of the Services. By agreeing to the Terms of Service you agree to not use the Services to:

- engage in abusive, defamatory, libelous, threatening or any other conduct that is objectionable or offensive;
- communicate, link to, post, submit or upload content that contains nudity or other sexual material, violence or any other objectionable or offensive conduct;
- abuse, bully or harass other users of MyMuCo or encourage others to do the same;
- encourage or engage in illegal activities;
- infringe or violate the right of a third party including but not limited to: (1) contractual rights; (2) copyright, patent, trademark or trade secret; (3) privacy rights; (4) publicity rights; or (5) confidential information;
- disclose your, and any other user's, Personal Information, in addition to age, phone number, image, voice by way of audio recording, school, address or any other online contact information, except as permitted or requested by MYMUCO;
- collect other user's Personal Information, in addition to their age, phone number, image, voice by way of audio recording, school, address or any other online contact information, or solicit from users the same;
- impersonate a MYMUCO employee;
- advertise or offer for sale products or services regardless of whether or not for profit, except as provided for in the Terms of Service;
- attempt to gain unauthorized access to the Services, including through the use of another user's Account or through any method not provided by or approved by MYMUCO; or
- falsely report a violation of this Code of Conduct.

7. Credits and E-Commerce

7.1 Credits.

Music teachers may, at the discretion of MYMUCO, have the ability in future versions of the Software to earn credits – Earned Credits - for each student within

their studio that registers for a paid MyMuCo account. Earned Credits may be used in the future to purchase goods and services, including virtual items, from MYMUCO.

Earned Credits are not redeemable for cash, and can only be used to offset the cost of future MYMUCO subscriptions or as a credit toward the purchase price of goods and services from MYMUCO.

7.2 No Resale of Credits or Virtual Items.

Except as provided in the Terms of Service, Earned Credits and virtual items cannot be resold online or in the real world (“Resale”). You agree that Resale or attempted Resale will result in MYMUCO terminating all Accounts related to the Resale or attempted Resale and voiding all related Credits.

7.3 Forfeit or Lost Credits.

If MYMUCO terminates your Account, the Software or the Services, or if you terminate your account as per clause 4.2, you agree that you forfeit all Earned Credits and virtual items associated with your Account to MYMUCO and you are not entitled to any refund, credit redemption, or any other compensation. MYMUCO is not responsible for repairing or replacing any Earned Credits lost due to the failure, suspension or termination of the Software or Services.

8. Annual Paid Subscription

8.1 Subscription.

By registering your MyMuCo Account at www.MyMuCo.com you are agreeing that MYMUCO is authorized to charge you an annual subscription fee. Upon agreeing to the terms of the Account purchase, you authorize that MYMUCO, or any third party acting on MYMUCO’s behalf, has the right to charge your credit card for applicable fees, charges and taxes that MYMUCO is required to collect as part of your Account. Please note that prices are subject to change. All purchases are made in US dollars. Your Account purchase may involve conversion of a foreign currency into US dollars and fees associated with this conversion.

You may cancel your MyMuCo Account at any time, and cancellation will be effective immediately. You will continue to have access to your Account until the current subscription period ends. We may not provide refunds or credits for any

partially used subscriptions.

MYMUCO may offer and you may agree to purchase additional features for your Subscription Account (“Features”). Each Feature is offered at an additional cost to the price of your Account.

8.2 Incentive Programs

Notwithstanding any annual subscription fee paid by existing customers, MYMUCO may at its discretion offer incentives or trial offers to new customers which could include free trial periods or lower subscription fees. Existing account holders acknowledge that they have no claim for refund or credit of any difference in the subscription price they paid and any incentive program pricing or offers that MYMUCO implements over the subscription term.

8.3 Subscription Account Term.

The term of an Account is one year from the date of purchase and may be renewed on a yearly basis. When the term of an Account ends, the user will no longer have access to the Services. Any Earned Credits associated with the Account will be preserved for a period of 60 days, beginning from the day the Subscription Account term ends, and during which you may reactivate your account without penalty. After 60 days all Earned Credits will be forfeit consistent with the terms of the Terms of Service.

9. Third Party Services

The Software incorporates or may in the future incorporate services provided or licensed to MYMUCO by third parties (“Third Party Services”). The Terms of Service does not grant you any license, right, title or other interest in Third Party Services. Use of Third Party Services may require you to enter into agreements between you and a third party. It is up to you to determine whether to agree to the terms of any Third Party Services agreement. **MYMUCO MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THIRD PARTY SERVICES. YOU AGREE THAT MYMUCO WILL NOT BE LIABLE FOR ANY CLAIM, LOSS OR DAMAGE RELATING TO THIRD PARTY SERVICES.**

10. Ownership

10.1 MYMUCO's Ownership Rights.

All text, graphics, audiovisual effects user interfaces, photographs, copyrights, trademarks, logos, sounds, music, characters, settings, storylines, themes, methods of operation and computer code in the Services are owned or licensed to MyMuCo, and are protected by copyright, patent, and trademark laws, and various other intellectual property rights. No part of the Services may be copied, modified, transmitted, distributed, sold, or leased in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without the express prior written consent of MYMUCO.

10.2 Ownership of User Content.

User content includes any communication, whether by sound, image or text and any other data, material or information that you or other users post, submit or upload using the Services or Third Party Services ("User Content"). By providing User Content you represent and warrant that you have all consents, licenses and rights necessary to provide and license the User Content and you agree to grant MYMUCO a irrevocable, fully-paid, royalty-free, non-exclusive, perpetual, sub-licensable, transferrable, worldwide license to your User Content under all copyright, trademark, trade secret, patent, privacy and publicity rights and any other intellectual or industrial property rights you own or control and to use, broadcast, disclose, display, distribute, modify, make derivative works of, publicly perform, publish, record, reproduce, sublicense (on multiple levels), translate, transmit or otherwise exploit for all purposes and in all formats and mediums and with any technology now know or hereafter developed and for all purposes including without limitation, advertising, commerce, entertainment, publicity or news and without attribution, notice, permission or payment to you or any other person.

By providing User Content you represent and warrant that the User Content provided conforms to the terms and requirements of the Terms of Service and that you hold or own all necessary consents, licenses, permissions and rights needed to provide the User Content and without any additional authorization, permission or payment to any third party in order for MYMUCO to utilize the User Content in the manner provided for in the Terms of Service.

You agree to waive any moral rights, including rights of attribution and integrity, you may have in User Content and to the extent you are unable to waive your moral rights, you agree to not enforce these rights against MYMUCO, its agents, representatives or any other authorized person or entity.

To the extent MYMUCO solicits you to provide User Content that requires use of MYMUCO's copyrighted works, MYMUCO hereby grants you a limited, non-exclusive license to create a derivative work using MYMUCO's copyrighted works to the extent required by MYMUCO's solicitation and provided that you assign to MYMUCO all rights in any derivative work you create.

10.3 Notice of Copyright Infringement.

MYMUCO is a Canadian company and complies with Canada's Notice-and-Notice take-down procedure for alleged infringement of copyrighted works and can be contacted as listed below.

If you have copyright concerns about any materials posted on this site by others, please let us know. MYMUCO will respond to notices alleging copyright infringement that comply with the United States Digital Millennium Copyright Act (the "DMCA").

You must include the following information in writing in your DMCA notice:

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner.
- Identification of the copyrighted work that you claim has been infringed;
- Identification of the material claimed to be infringing and where it is located;
- Information reasonably sufficient to allow us to contact you, such as your address, phone number and e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or law;
- A statement, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or are authorized to act on behalf of the owner; and

MYMUCO may provide you notice if your communication, post, submission or upload was removed as a result of MYMUCO receiving a DMCA notice from its copyright owner. If you receive notice from MYMUCO, you may provide a counter-notification in writing to MYMUCO's designated DMCA agent through the means provided below.

DMCA notices can be sent to MYMUCO's designated DMCA Agent by email or mail:

By email: DMCA@MyMuCo.com

By mail: MyMuCo Inc.
ATTN: DMCA Agent
300 Bronte St. S., Unit 1
Milton Ontario L9T 1Y8

11. Disclaimer

THE SERVICES ARE LICENSED TO YOU “AS IS” AND MYMUCO DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT AUTHORIZED BY LAW. WITHOUT LIMITING THE FOREGOING, MYMUCO MAKES NO REPRESENTATIONS THAT USE OF THE SERVICES WILL NOT INFRINGE ANY COPYRIGHT, PATENT OR TRADEMARK OR OTHER RIGHTS HELD BY A THIRD PARTY. FURTHER AND WITHOUT LIMITING THE FOREGOING, MYMUCO MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WILL NOT HARM YOUR COMPUTER OR MOBILE DEVICE. YOU ASSUME RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES AND THEIR RESULTS, IF ANY, ARE APPROPRIATE FOR YOURSELF, YOUR CHILD AND YOUR COMPUTER OR MOBILE DEVICE. YOU SHALL BEAR THE ENTIRE RISK AS TO THE PERFORMANCE, OPERATION AND QUALITY OF THE SERVICES.

12. Limitation of Liability, Indemnity

YOU HEREBY AGREE THAT MYMUCO SHALL NOT BE LIABLE TO YOU OR ANY PARTY RELATED TO YOU FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR RELATING TO THE TERMS OF SERVICE OR REGISTRATION OF AN ACCOUNT WITH OR USE OF THE SERVICES OR THIRD PARTY SERVICES AND INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, COMPUTER FAILURE OR MALFUNCTION, LOSS OF GOODWILL AND ANY AND ALL OTHER DAMAGES OR LOSSES. You agree to indemnify, defend and hold MYMUCO, its affiliates, agents, contractors, directors, employees, officers and partners

harmless from and against any claim, liability, injury, damage, cost, loss or expense that arises from your use of the Services. THIS LIMITATION APPLIES TO ANY CAUSE OF ACTION OR CLAIMS IN THE AGGREGATE, WHETHER IN AN EQUITABLE, LEGAL OR COMMON LAW ACTION ARISING HEREUNDER AND INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY AND OTHER TORTS.

13. Equitable Remedies

You hereby agree that MYMUCO would be irreparably damaged if the terms of the Terms of Service are not specifically observed and, therefore, you agree that MYMUCO shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to your breach of any terms of the Terms of Service, in addition to other remedies available to MYMUCO under applicable law.

14. Governing Law and Dispute Resolution

14.1 Governing law.

The Terms of Service shall be governed and construed under the laws of Canada and the province of Ontario. You hereby agree that the United Nations Convention on Contracts for the International Sale of Goods is excluded in its entirety from application to the Terms of Service.

14.2 Dispute Resolution.

If any disagreement or dispute arising out of or relating to the EULA, Terms of Service or Privacy Policy, or breach thereof, (a “Dispute”) occurs, you and MYMUCO agree to first attempt to resolve the Dispute informally for a period of least 30 days commencing on the date you make the Dispute known to MYMUCO. If the Dispute is not resolved, you and MYMUCO agree to submit the Dispute to settlement by final and binding arbitration to be conducted in Ontario, Canada. The arbitration shall be commenced and conducted in accordance with the Commercial Rules of the American Arbitration Association (the “Rules”). Your arbitration fees and your share of the arbitrator’s compensation shall be governed by and, where appropriate, limited by the Rules. If the law of your jurisdiction prohibits the provisions of the foregoing, the arbitration shall be commenced and conducted in accordance with the Rules of

Arbitration of the International Chamber of Commerce.

14.3 Restrictions.

You and MYMUCO agree that any informal resolution or arbitration of a Dispute shall be limited between MYMUCO and you individually. To the full extent permitted by applicable law, no arbitration shall be joint with any other and you have no right or authority to: (a) arbitrate a Dispute on a class-action basis or to utilize class action procedures; and to (b) raise a Dispute in a representative capacity on behalf of the general public or any other persons.

14.4 Exceptions to Informal Resolution and Arbitration.

You and MYMUCO agree that the following Disputes are not subject to the above provisions concerning informal Dispute resolution and arbitration: (a) Disputes concerning the enforcement, protection or validity of intellectual property rights belonging to you or MYMUCO; (b) Disputes concerning allegations of invasion of privacy, piracy, theft or unauthorized use of the Software (including violation of the EULA, Terms of Service or Privacy Policy); and (c) claims for injunctive relief.

15. Severability

To the extent any section, clause, provision or sentence or part thereof of the Terms of Service is determined to be illegal, invalid or unenforceable by competent authority in any jurisdiction, then that portion shall be severed and the remainder of the Terms of Service shall be given full force and effect.

16. No Waiver

MYMUCO's failure to assert or enforce any right contained in the Terms of Service shall not constitute a waiver of that right.

17. Entire Agreement

The Terms of Service constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior oral or written agreements, communications, representations or undertakings provided, however, that the Terms of Service is an addition to, and does not replace or supplant, the

EULA. To the extent the Terms of Service conflicts with the provisions of the Privacy Policy, the conflicting provisions in the Privacy Policy shall govern.