**Connect Through Music Terms and Conditions August 9, 2021**

Connect Through Music Inc. (“CTM,” “we,” “our”) offers web based professional support resources for all levels of music education. These support resources are available online, including via a mobile application, as an annual license subscription service ( a “Subscription Service”). Our support resources are delivered through the website www.connectthroughmusic.com (the Website).

**1. Your relationship with Connect Through Music**

1.1 Connect Through Music has two different types of users:

* We call visitors of our Website “Visitors.” Visitors can access all free content. This limited content is used to give all visitors a better understanding of the content available to them through a paid membership.
* Members who use the resources as part of a paid membership (regardless of the membership tier) are called “Licensed Members.” The professional lesson content available to licensed members is determined by the membership tier.

1.2 Connect Through Music has four different membership tiers

* **Individual Membership**: This $50.00 annual membership is used by an individual person, a single family, or grandparent in providing the gift of music to all of their grandchildren.
* **Program Membership**: This $250.00 annual membership is used by secondary music teachers who teach Band, Orchestra, Choir, or Guitar. This membership covers the teacher, all assistants, and all students registered in that teacher’s music program per school.(If a teacher teaches at multiple schools each school’s program is licensed separately)
* **School Membership**: School memberships range in price from $250.00 annually for an Elementary School to $2000.00 annually for a Collage or University program. School licenses also have three year options. See website for details.
* **Community Membership**: This $250.00 annual membership will be used by any third party entity that feels music can be a support to their program. Examples are Preschools, Daycare, Afterschool programs like Boys and Girls clubs, English as a second language, Veteran services, Therapist, and others. Community memberships will also have a three year option. For purposes of these Terms and Conditions (the “Terms”). Regardless of what type of member you are, these Terms create a legally binding agreement between you and CTM and explain the rules governing use of the resources and website. If you do not agree to these Terms, please do not access, or use the resources provided by the CTM website.

**2. Accepting the Terms**

2.1 You acknowledge and agree that you have read, understand, and agree to be bound by these Terms and our [Privacy Policy](https://www.golucid.co/privacy) by clicking or tapping on a button indicating your acceptance, by accessing or using the resources and website, or by executing or making payment based on an ordering document, statement of work or invoice (an “Order”) that references these Terms.

2.2 By accepting these Terms, you represent that you have the legal power to do so. If you accept these Terms on behalf of an organization, (a) “you” and “your” will refer to that organization and any individual accessing the resources through your account will be referred to as a “Member”; and (b) you understand and agree that the organization will be responsible for ensuring that each of its members complies with these Terms.

2.3 You may not use the resources and may not accept the Terms if you are barred from receiving the resources under the laws of the United States or other countries, including the country in which you are a resident or from which you use the resources.  If you represent an organization, you will ensure that: (a) your Members do not use the resources in violation of any export restriction or embargo by the United States; and (b) you do not provide access to the resources to persons or entities on any restricted lists.

2.4 If you are under 18 years old, you may not create a CTM membership or use the resources unless (a) you have received access to the resources through your School (defined below); or (b) your legal guardian has reviewed and agreed to these Terms.

**3. Provision of the Resources by CTM**

3.1 You and each member may access and use the resources during the applicable subscription term, solely in connection with your membership tier. You may not assign or grant a sub-license of your rights to use the resources, grant a security interest in or sign over your rights to use the resources, or otherwise transfer any part of your rights to use the resources.

3.2 CTM may provide consulting, training, advisory, development, and other professional support content (“Support Content”) as needed in providing answers and content to user requests. Any content changes requested or developed will be produced and paid for as additional support resources by CTM for the use of all members

3.3 CTM provides technical support for the Subscription Service (“Support”) through its support staff. Support requests may be submitted to [support@connecthroughmusic.com](mailto:support@connecthroughmusic.com) or by calling 1-833-CTM-5500

3.4 CTM warrants that: (a) during the applicable subscription term, the CTM website will operate continually with the following exceptions. That members recognizes that the traffic of data through the Internet may cause delays during the download of information from the Website and accordingly, it shall not hold the Company liable for delays that are ordinary in the course of Internet use. Members further acknowledges and accepts that the Website will not be available on a continual twenty-four hour basis due to such delays, or delays caused by the Company's upgrading, modification, or standard maintenance of the Website; (b) that Support will be performed in a competent and workmanlike manner in accordance with generally accepted industry standards. If you believe CTM services do not comply with these warranties, you must notify CTM in writing within 30 days of infraction. CTM will use all reasonable efforts to correct the non-conforming service as quickly as possible. These warranties will not apply to any failure caused by a defect in or modification made by you, any user, or person under your membership license.

3.5 The CTM membership includes the features and content applicable to the membership selected. CTM will update the content, functionality, and user interface of the membership service in its sole discretion. Some features and functionality may be available only through certain membership tiers. CTM does not represent or warrant that a particular membership tier will be offered indefinitely and reserves the right to change or alter the features and options, including volume of support content in a particular subscription plan without prior notice.

**4. Using the Services**

4.1 In order to register for and access certain CTM content, you and each membership holder will be required to provide information. You agree that any registration information given to CTM, including contact information (e.g., e-mail address) and billing/payment details, will be accurate and kept current.

4.2 You will obtain, maintain, and support all internet access, equipment, and ancillary services needed to access the CTM content. Memberships are for named individuals, programs or schools and cannot be shared or used by any individual, program participant, or school affiliated individuals not covered under a specific membership. CTM will provide a secure password for accessing the CTM content, which must be kept confidential. You will (a) if applicable, obtain from the users on your account any consents necessary for CTM to provide the Services; (b) maintain commercially reasonable security standards with respect to use of the CTM Assets (defined below); and (c) in the event of any unauthorized access to or use of the CTM content, promptly notify CTM at [support@connethroughmusic.com](mailto:support@connethroughmusic.com).

4.3 You are responsible for (a) access to and use of the CTM content and by the users on your account and each user’s compliance with these Terms.

4.4 You will not and will ensure that each User does not:

(a) License, sublicense, sell, resell, rent, lease, transfer, distribute, provide access, or otherwise commercially exploit, or make the CTM content available to any third-party except as expressly authorized herein.

(b) Copy, modify, translate, adapt, merge, or create derivative works of the CTM content or disassemble, decompile, reverse engineer, or otherwise extract the source code of, or reduce, any part of CTM content.

(c) Use or access the CTM content (i) for competitive purposes or (ii) other than in compliance with all applicable laws and regulations (including export control laws and restrictions).

(d) Remove or modify any proprietary markings or restrictive legends in the CTM assets.

(e) Infringe or misappropriate any CTM assets.

(f) Attempt to gain unauthorized access to the CTM content or any portion thereof.

(g) Introduce into the CTM content viruses, malware, Trojan horses, worms, spyware, or other destructive code, or otherwise engage in any malicious act or disrupt the security, integrity, or operation of the CTM website.

(h) Access or attempt to access the CTM content by any means other than CTM’s publicly supported interfaces, including through any automated means (i.e. use of scripts or web crawlers).

(i) Access, store, create, share, display, publish or transmit any material that infringes the intellectual property rights of CTM or CTM content provider.

**5. Multi-User Memberships**

5.1 You acknowledge that you retain administrative control as to who is granted access to your membership. Each membership is controlled by an account owner tied to a specific administration email address. CTM is entitled to rely on communications from the account owner and admins when servicing your membership. If a person within your organization requests a change this request must be made to CTM through the administration email tied to that membership.

5.2  You acknowledge and agree that if you are a registered member, and the domain of the email address associated with your CTM account is owned by an organization, and an authorized representative of that organization wishes to establish a Multi-User Membership, then information concerning your existing account will become accessible to that organization, including your name, email address. In these situations, any credit remaining on your account may be applied to the Multi-User Membership account.  In addition, you acknowledge and agree that if you are or become a registered User on a Multi-User Membership your account information and data will be shared with the owner and admins of the account.

**6. Education Accounts**

6.1 If you are a school, school district, or related person, entity, or organization (such as an administrator or educator who accesses the CTM content on their behalf) (each a “Program or School”), then this Section applies to you and “you” shall mean the Program or School purchasing the account, as well as its users.

6.2 You agree (a) to only provide access to the CTM content to those individuals employed by or enrolled as students in your school. Regardless of the account level being utilized, to the extent a School offers or requires access to the CTM content to Minors, the School will be responsible under this Section 6 for those User accounts.

6.3 “Student Data” is any information (in any format) that is directly related to any identifiable current or former student that is maintained by a School and may include “educational records” as defined by the Family Educational Rights and Privacy Act (“FERPA”). Schools own the Student Data and remain responsible for it. The CTM [Privacy Policy](https://lucid.co/privacy#lucid-for-education)provides more detail about how we handle Student Data.

6.4 Both parties agree to uphold their responsibilities under the FERPA, the Protection of Pupil Rights Amendment (“PPRA”), and the Children’s Online Privacy and Protection Act (“COPPA”). CTM provides this professional support under the “school official” exception of FERPA 34 CFR Part 99.31(a)(1). COPPA requires that online service providers obtain clear and verifiable parental consent before collecting personal information from children under the age of 13. You represent and warrant that you have the authority to provide consent on behalf of parents. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as CTM and that they provide a copy of the CTM Privacy Policy to parents and guardians. If you are located outside of the United States, you will obtain any required consent or approval from the parent or guardian of any student covered by similar laws and, as a condition to your and your students' use of the CTM content, you agree that you will be responsible for complying with such laws.

**7. Indemnification**

7.1 CTM will defend you, your officers, directors and employees (the “Customer Indemnified Parties”) against any claim, demand, suit or proceeding (each, a “Claim”) made or brought against the Customer Indemnified Parties by a third-party alleging that CTM content or infringes or misappropriates such third-party’s intellectual property rights, and will indemnify the Customer Indemnified Parties from any finally awarded damages or settlement amount and reasonable expenses (including attorneys’ fees) to the extent arising from such Claim.  Notwithstanding the foregoing, CTM will not be obligated to indemnify the Customer Indemnified Parties if an infringement or misappropriation claim arises from: (a) a User’s misuse of CTM content; (b) a User’s use of the CTM content in combination with any products, services, or technology provided by a third-party or a modification of the CTM content by you or a user under your membership If an infringement or misappropriation Claim is made or threatened, CTM may, in its sole discretion: replace the infringing content.

7.2 A party seeking indemnification (the “Indemnified Party”) will provide the other party (the “Indemnifying Party”) prompt written notice upon becoming aware of any Claim subject to indemnification hereunder (a delay in providing notice does not excuse these obligations unless the Indemnifying Party is prejudiced by such delay) and reasonable cooperation to the Indemnifying Party in the defense, investigation, or settlement of any Claim at the Indemnifying Party’s expense. The Indemnifying Party will have sole control of such defense, provided that the Indemnified Party may participate in its own defense at its sole expense. The Indemnifying Party may not settle a Claim without the Indemnified Party’s consent if such settlement imposes a payment or other obligation on the Indemnified Party. This Section states the Indemnifying Party’s sole liability to, and the Indemnified Party’s exclusive remedy for, any claim or action described in this Section.

**8. Billing, Payment and Renewal**

8.1 If you select a Membership Subscription (a “paid account”) CTM will notify you 60 days in advance of your membership expiring.

8.2 Current pricing for all membership tiers are published on the CTM website. CTM reserves the right to modify pricing at any time for renewal terms; provided, that CTM will notify you or the account admin prior to any price increase affecting that account. If you upgrade to a higher tier of paid account, CTM will credit any remaining balance from your previous subscription payment to your new tier.

8.3 All payments due are in U.S. dollars. Credit card, debit card or other non-invoice forms of payment are due at the beginning of the relevant subscription term. CTM will charge you for all fees when due. CTM may enable other forms of payment on the Membership page, which may be subject to additional terms. Payments for invoices are due fourteen (14) days after the invoice date, unless otherwise specified, and are considered delinquent thereafter.

**8.4 Your subscription will automatically renew at the end of each subscription term and you authorize CTM to charge the credit card, debit card or other non-invoice forms of payment for each renewal. If you wish to change your subscription level, subscription term, or cancel your auto-renewal, the account owner or the admin must notify CTM within 7 days of expiration. This can be done in writing through email or by contacting the CTM Support Team.**

8.5 Billing disputes must be notified to CTM in writing before the due date. Delinquent payments of more than 14 days will suspend or terminate your use of the CTM content.  If you require a purchase order, or other documentation, such requirement will in no way relieve, affect or delay your obligation to pay amounts when due.

8.6 You are responsible for any taxes, duties, and customs fees associated with the licensing of the CTM content. (collectively “Taxes”), and you will pay CTM for the membership without any reduction for Taxes. If CTM is obligated to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide CTM with a valid tax exemption certificate. If you are required by law to withhold any Taxes from your payments to CTM, you must provide CTM with an official tax receipt or other appropriate documentation to support such withholding and reimburse CTM for such withholding tax.

8.7 Except as expressly set forth in these Terms or when required by law, all fees are non-cancellable and once paid are non-refundable.

**9. Confidentiality**

9.1 “Confidential Information” means non-public, proprietary, business, technical, security, legal, or financial information that is either marked or identified as Confidential Information or would reasonably be understood to be confidential, including information about products, processes, services, trade secrets, marketing and business plans, client lists, financial information, system architecture, security programs, and intellectual property. For avoidance of doubt, the price you pay for your CTM membership constitutes CTM’s Confidential Information.

9.2 Each party may be given access to Confidential Information of the other party in connection with these Terms. The receiving party may only use this Confidential Information as provided for in these Terms or to exercise its rights hereunder and may only share this Confidential Information with its employees, agents, advisors and service providers who need to know it, provided they are subject to similar confidentiality obligations. The receiving party will use the same degree of care, but no less than a reasonable degree of care, as such party uses with respect to its own Confidential Information to protect the disclosing party’s Confidential Information and to prevent any unauthorized use or disclosure thereof. Neither party will be responsible for any loss, destruction, alteration, or disclosure of Confidential Information caused by any third-party.  If the receiving party is compelled by law to disclose the other party’s Confidential Information, it will use commercially reasonable efforts to give the disclosing party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party’s cost, if the disclosing party wishes to contest the disclosure.

9.3 If you utilize a Procurement Agent, CTM is permitted to disclose Confidential Information (including these Terms and any memberships) to such Procurement Agent that is necessary to effectuate such transaction.

**10. Data Security, privacy, and your personal information**

10.1 CTM’s [Privacy Policy](https://www.golucid.co/privacy)explains how CTM treats your personal information and protects your privacy when you use the CTM Website. If you use the CTM website as an individual member or part of a multi user account, you agree to the use of your data, including personal information, in accordance with [CTM’s Privacy Policies.](https://www.golucid.co/privacy)

10.2 CTM will use data provided in connection with the creation or administration of membership accounts solely to set up and maintain such accounts, to inform members about new content, and to provide and maintain the services as necessary to comply with applicable law, regulation, legal process, or enforceable governmental requests and to detect and prevent fraud and or violations of this agreement.

**11. CTM Intellectual Property and Proprietary Rights**

11.1 CTM owns all right, title, and interest in and to the CTM Assets and CTM Confidential Information, including all CTM intellectual property and proprietary rights therein. Except as expressly set forth herein, CTM does not convey any rights to you or any member. “CTM Assets” means (i) the Services, Deliverables and all materials, ideas, and items that are conceived, made, discovered, written, or created by CTM’s personnel in connection with providing CTM memberships.

11.2 You or a User may provide feedback or suggestions about the CTM content, functions, or operation of the CTM Website (“Feedback”). CTM may freely use and exploit the Feedback without any obligations or restrictions. You and the members are not required to provide Feedback and CTM is not required to use or incorporate Feedback into any of its products or services.

11.3 CTM owns all rights to the Statistical Data. CTM may use the Statistical Data for its own business purposes (such as improving, testing, and maintaining the Subscription Service and developing additional products and services), and from time to time, provided that it does not reveal the identity, directly or indirectly, of any User or entity, may publish Feedback and aggregated Statistical Data.  “Statistical Data” means statistical data generated or related to the provision, operation or use of the Subscription Service, including measurement and usage statistics, configurations, survey responses, and performance results.

11.4 Nothing in the Terms gives you a right to use any of CTM’s trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

**12. Content updates**

12.1 As content is ready to be added to the website all reasonable measures will be taken to not disrupt service. Additional content will improve, enhance, and further develop the membership value.

**13. Ending your relationship with CTM**

13.1 The Terms will apply until all accounts under your control are closed unless superseded by written agreement between you and CTM.

13.2 If you want to terminate your subscription and close your account, you may do so by (a) notifying CTM at [support@connecthroughmusic.com](mailto:support@connecthroughmusic.com) or (b) calling CTM Support 1-833-CTM-5500 and cancelling your subscription.

13.3 Either party may terminate the Services if: (a) the other party is in material breach of these Terms (or has acted in a manner which clearly shows that the party does not intend to, or is unable to comply with, the provisions of the Terms) and fails to cure such breach within 10 days following receipt of written notice from the non-breaching party, except that termination will take effect on notice in the event of a breach of Section 4.4; (b) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 60 days; or (c) it is required to do so by law.

13.4 In addition, CTM may terminate your subscription and/or close your account, for any or no reason, by giving you 30 days’ written notice to your email address on file and providing a pro rata refund for any prepaid, unused subscription fees for the services.

13.5 CTM reserves the right to suspend access to the membership if (a) you have undisputed amounts more than 14 days past due; (b) CTM reasonably determines that you or any users on your account are in breach of these Terms; or (c) CTM reasonably determines that you or any users on your account are using the Subscription Service in a way that creates a security vulnerability, may disrupt others’ use of the Subscription Service, or have misappropriated or infringed CTM’s or another third-party’s intellectual property or proprietary rights. CTM will only suspend access to the extent, and for the duration, necessary to address the violation and will promptly restore access once the issue has been resolved. CTM will not suspend access if member is (reasonably and in good faith) disputing a charge and cooperating in resolving the dispute.  You acknowledge and agree that if CTM disables access to your account, you may be prevented from accessing your account details, or any files or other content contained in your account.

13.6  Upon termination of the Services, (a) CTM will disable your account and each user’s access to the paid content. When these Terms end, all legal rights, obligations, and liabilities that you and CTM have benefited from, been subject to, have accrued, or which must survive in order to give proper effect to their intent, shall be unaffected by this cessation, and the provisions of Section 17 shall continue to apply to such rights, obligations, and liabilities indefinitely.

13.7 If your paid account is downgraded or canceled for any reason, your information will be deactivated but not deleted. In order to delete your data from our servers after ending your relationship with CTM, you must in writing request that all information pertaining to this membership be permanently removed from the CTM data base.

13.8 A Site Visitor may terminate its use of the CTM website at any time by ceasing to visit the CTM website.

**14. Exclusion of Warranties**

14.1 Nothing in these Terms, including Section 14, shall exclude or limit CTM’s warranty obligations or liability for losses which may not be lawfully excluded or limited by applicable law. Only the limitations which are lawful in your jurisdiction will apply to you and CTM’s liability will be limited to the maximum extent permitted by law.

14.2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONNECT THROUGH MUSIC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND THAT CTM’S WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME OR THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY CONTENT PROVIDED TO YOU.

**15. Limitation of Liability**

15.1 TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (REGARDLESS OF THE BASIS OR TYPE OF CLAIM AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) FOR ANY LOST PROFITS, REVENUES OR DATA, BUSINESS INTERRUPTION, DEPLETION OF GOODWILL, COVER, OR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS. EACH PARTY’S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU HEREUNDER WITHIN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

**16. Changes to the Terms**

16.1 CTM may make changes to the Terms from time to time. When these changes are made, CTM will make a new copy of the Terms available at <https://www.conncthroughmusic.com/tac>, as applicable.

**17. General legal terms**

17.1 Unless otherwise specified, the membership tiers are provided by, and you are contracting with, Connect Through Music Inc., and references to “CTM”, “we”, “us”, and “our” are references to Connect Through Music Inc..  These Terms, and your relationship with CTM under the Terms, shall be governed by the laws of the State of Utah without regard to its conflict or choice of laws rules.

17.2 The parties agree that most disputes can be resolved without resort to litigation. If you have any dispute with us, you agree that before taking any formal action you will contact us at support@connecthroughmusic.com and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account). The parties agree to use their best efforts to settle any dispute directly through consultation with each other, and good faith negotiations shall be a condition to either party initiating an arbitration (the “Cooperative Resolution Process”). If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time the Cooperative Resolution Process is initiated, then either party may initiate binding arbitration as the sole means to resolve any dispute subject to the terms set forth below.

17.3 Any dispute, controversy, or claim relating to, connected with, or arising out of the subject matter of these Terms, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (a “Dispute”), shall be determined by arbitration in Salt Lake City, Utah before one arbitrator. Judgment on an award may be entered in any court having jurisdiction.

17.4 These Terms constitute the whole legal agreement between you and CTM related to the use of the Services and supersede all prior or contemporaneous representations, agreements or understandings (written or verbal) relating to the subject matter hereof. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

17.5 You agree that CTM may provide you notices by email, regular mail.  You may provide notice to CTM by emailing support@connecthroughmusic.com.

17.6 This Agreement does not create or imply any agency, partnership, or franchise relationship. This Agreement is intended for the benefit of the parties and not any third-party. Neither party has the authority to assume or create any obligation on behalf of the other party.

17.7 Neither party is liable for delay or default hereunder if caused by conditions beyond its reasonable control, including natural disasters, acts of God, hacker attacks, acts of terror or war, riots, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures.

17.8 Neither the rights nor the obligations arising under these Terms are assignable or transferable by either party without the other party’s prior written consent, which shall not be unreasonably withheld or delayed, and any attempted assignment or transfer shall be void and without effect. Notwithstanding the foregoing, CTM may assign this agreement (including all Orders) without the consent of the other party to a successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets in aggregate or related to your membership. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

17.9 Where CTM has provided you with a translation of the English language version of the Terms, you agree that the translation is provided for your convenience only and that the English language version of the Terms will govern your relationship with CTM.  If there is any contradiction between the English language version of the Terms and a translation, the English language version shall take precedence.