

## **Terms of Service**

Music & Story Play (M&SP) is proud to be of service to you, our fellow educators, parents and champions of music and literacy learning. We put these terms of service together to protect our brand and let you know the legal terms that govern your access to and use of the online services provided by M&SP, including the online member services we make available via our websites (collectively, the “Site”). By accessing or using the Site, you accept and agree to follow and be bound by these terms and conditions of use “Terms” (collectively, the “Agreement”). Your use of any of the online services provided by M&SP is further subject to our end user license agreement (“EULA”), and you agree to be bound by the EULA in connection with your use of the Site. If you decide that you do not agree to these terms, please immediately cease use of the Site. This Agreement is effective as of the date you use the Site and remains effective indefinitely. M&SP reserves the right to make changes to these Terms and this Agreement at any time, and it will take reasonable measures to keep you apprised of these changes when and if applicable.

### **Minors Must Obtain Necessary Consent**

If you are under 18 years of age (or the age of legal majority where you live), use of our Site is prohibited unless you have the permission of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of the minor, including any breach of these Terms. If you are a user that is not located in Australia, you represent and warrant that you are: (a) at least the minimum age required to legally enter into a contract in your jurisdiction or (b) have consent from a parent or legal guardian to use this Site. Regardless of jurisdiction, you further represent that you are legally and mentally competent to agree to these Terms.

If you are a business, non-profit, school, university, legal entity or organization, you may only access and use the Site with express written authorization by M&SP. If you use our Site on behalf of another person or entity, (a) all references to “you” throughout these Terms will include that person or entity, (b) you represent that you are authorized to accept these Terms on that person’s or entity’s behalf, and (c) in the event you or that person or entity violates these Terms, that person or entity agrees to be responsible to us.

### **Account Information**

If you create an account through our Site, you agree to provide accurate account information and promptly update this information if it changes. You also must maintain the security of your account and safeguard its use from others, and you agree to promptly notify us if you discover someone else has accessed your account. If others use your account credentials, you are solely responsible for the activities of those users. We reserve the right to terminate account access at any time.

## **Ownership of Intellectual Property**

You acknowledge that the Site contains information, content, and materials that are proprietary and protected by copyright laws, trademark laws, trade-secret laws, trade-dress laws, trade-name laws, unfair competition laws, and international treaty provisions. You acknowledge that all copyrights, trademarks, service marks, patents, trade-dress, look and feel, designs, layouts, logos, taglines, scripts, tutorials, artwork, and all other intellectual property or other proprietary rights of any type in and to the Site, and all modifications, derivative works, or copies, of the Site (or any portion thereof) regardless of who made them, shall remain the sole and exclusive property of M&SP. The revocable, limited, non-exclusive license for use granted herein does not transfer any ownership rights or intellectual property rights of any kind from M&SP to You.

The Site may enable you to submit, edit, or interact with content on the Site ("User Content"). You acknowledge, represent and warrant that you grant M&SP an exclusive, royalty-free, and fully sublicensable right to any User Content generated by the Site. You acknowledge, represent and warrant that you own or otherwise have the rights to the User Content you generate and that use of the User Content does not violate these Terms or any applicable laws.

## **Compliance with Laws and Civility**

You agree to use the Site in compliance with all applicable state and federal laws and not to use the Site for any illegal purposes. Illegal and/or impermissible uses include:

Violate the intellectual property rights of M&SP or others;

Sell, resell, rent, license or otherwise use any of the content on this Site to commercially profit or receive compensation;

Engage in speech that is, threatening, abusive, harassing, defamatory, pornographic, discriminatory, vulgar, profane, libelous, hate speech, violent, meant to incite violence, tortious or otherwise objectionable;

Partake in or facilitate harassment or cyberbullying of any individual located anywhere;

Attempts to impersonate someone or that falsely state or conceal your affiliation with another person or entity or misrepresent your identity or affiliation with organizations or individuals in any way;

Probing, scanning, or testing the vulnerability of the website or its infrastructure or enables the tampering, hacking, modifying, or any attempt to breach security or authentication measures of the Site;

Transmit material or electronic correspondence that contains viruses, or malicious code meant to damage or disrupt the website or its infrastructure;

Collect, store, access or otherwise obtain information about this site and any of its users in any way;

Alter, copy, mutilate, decompile, disassemble, reverse engineer, duplicate the Site, or remove intellectual property notices or any notices from the Site.

All rights not expressly granted in this Agreement are reserved by M&SP. M&SP expressly reserves the right to share your account information with the proper legal authorities, block or terminate your account, and take whatever legal action is necessary to inhibit any illegal uses of the Site by you.

### **Relationship of the Parties**

Nothing in this Agreement shall be construed as representing that one is an agent or employee of the other. Also, nothing in this Agreement creates an affiliation between you and M&SP or an endorsement or sponsorship of you by M&SP of any kind.

### **Third-Party Content**

M&SP may provide information on its Site about third-parties or their products, services, activities or events, but M&SP does not control or endorse said third-parties or their content, products and services, and it makes no representations or warranties regarding these third-parties. You access and use of any if this Third-Party content is at your own risk.

### **Indemnification**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless M&SP and its affiliates, officers, directors, agents, partners and employees from and against any losses, liabilities, claims, demands, damages, expenses or costs arising out of or related to your access to or use of the Site, your violation of these Terms, or your violation of any rights of another (including intellectual property rights or privacy rights).

### **Disclaimers & Limitation of Liability**

Our Site is provided “as is” and “as available” without warranties of any kind, either express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. You agree that M&SP will never be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, incidental, or special damages or lost profits.

### **Other Agreements**

Use of the Site is affected by other agreements including our Privacy Policy, and End User License Agreement. The Privacy Policy and End User License Agreement are hereby incorporated into this agreement.

### **Governing Law**

Any dispute concerning these Terms will be governed by and construed and enforced in accordance with the laws of Queensland, except to the extent pre-empted by Australian federal law, without regard to conflict of law rules or principles (whether of Queensland or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.