

## **End User License Agreement Music & Story Play**

This is a legal agreement between you and Music & Story Play (M&SP) that governs your access or use of our website and the products, information and services made available to you when you visit our website (the “Site”), including without limitation using or accessing M&SP’s teaching courses, tutorials, videos, music, instructional content, teaching methodology, teaching sequences, downloadable and non-downloadable teaching materials, and other shared content and methodologies in all tangibles, deliverables and mediums digital and print (“M&SP Content and Services”). If you use our Site or M&SP Content and Services on behalf of another person or entity, then (a) all references to “you” and “your” throughout this Agreement will include that person or entity, (b) you represent that you are authorized to be bound by the terms of this Agreement on that person’s or entity’s behalf, and (c) in the event you or that person or entity violates this Agreement, that person or entity agrees to be responsible to us. By using or accessing the Site or M&SP Content and Services, you agree to be legally bound by this end user license agreement (EULA) as well as privacy policy and terms of service, both found on the website [www.musicandstoryplay.com](http://www.musicandstoryplay.com)

### **Grant of a Limited License**

Subject to this EULA, M&SP is willing to offer to you a limited, revocable, non-exclusive license for use of the M&SP Content and Services for your own personal and non-commercial use and entertainment purposes. You hereby expressly acknowledge that the M&SP Content and Services are the exclusive Intellectual Property of M&SP, and that they are protected by copyright, trademark, patent, trade secret law, trade-dress law, trade-name law, unfair competition law, and other laws protecting intellectual, proprietary, and commercially valuable content. You expressly acknowledge and agree that you have absolutely no right, title and interest in and to the M&SP Content and Services and 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 the M&SP Content and Services, and all modifications, derivative works, or copies, of the Site and the M&SP Content and Services (or any portion thereof) regardless of who made them, shall remain the sole and exclusive property of M&SP.

You expressly acknowledge and agree to utilize the licensed M&SP Content and Services solely for instructional purposes and to: (1) Provide safe and effective instruction, (2) provide equal and fair treatment to all students, and (3) comply with all applicable state and federal laws including without limitation trade secret, unfair competition, false advertising, contract, employment, and intellectual property laws, in the Australia or abroad when and where applicable. You further expressly agree to refrain from the following: (1) Using any portion of the Site or M&SP Content and Services (or causing it to be used) in any way for you or any third-party to commercially profit or receive compensation, value, goodwill, or consideration of any kind, (2) reproducing, duplicating or copying any part of the Site or M&SP Content and Services in any unauthorized way, (3) selling, reselling, renting, licensing, or sublicensing any portion of the Site or M&SP Content and Services, (4) disseminating any confidential and/or trade secret information you obtained from your use and access to the M&SP Content and Services, (5) representing you are an employee, authorized agent, distributor, or representative of M&SP or representing that you are an exclusive distributor or licensee of the M&SP Content and Services or representing that you are sponsored, endorsed or certified by M&SP.

## **Specific Limitations**

**Along with the limitations outlined above you further agree not to use M&SP Services to:**

Use cheats, automated software (including bots or scripts), hacks, mods or any other unauthorized third-party software designed to modify the Site or M&SP Content and Services.

Communicate or facilitate any commercial advertisement or solicitation using any portion of the Site or M&SP Content and Services.

Modify or cause to be modified any digital files associated with the Site or M&SP Content and Services.

Facilitate, create or maintain any unauthorized connection to any portion of the Site or M&SP Content and Services.

Disrupt or assist in the disruption of: (a) any computer (including server) used to support any portion of the Site or M&SP Content and Services, or (b) disrupt any account used to access the Site or M&SP Content and Services.

## **User Accounts**

Users may not create an account for the purpose of reverse engineering or seeing how the M&SP Content and Services work. You are solely responsible for any information you provide us, and you agree, represent and warrant that any and all information you transmit through our Site or to us by any other means is truthful, accurate, not misleading and offered in good faith, and you agree, represent and warrant that you have the right to submit, upload, provide or share such content. You are solely responsible for maintaining the secrecy and confidentiality of your account login information. If you believe your account has been compromised, you must alert M&SP immediately. By submitting any content to us (“User-Submitted Content”), other than personally identifiable information or bank account information related to payments made in connection with the purchase of our products or services, you grant to M&SP a royalty-free, perpetual, irrevocable and unrestricted right and license to use any ideas, concepts, know-how or techniques that you send to us for any purpose.

## **Account Suspension/ Termination**

M&SP may suspend, end, terminate, and/or delete your account for any reason, no reason, with or without notice to you.

## **Update and Maintenance Policy**

M&SP may at times update its Site or M&SP Content and Services. This may entail temporary shutdowns of parts of the Site or M&SP Content and Services. M&SP will do its best to provide advanced notice before such shutdowns, but there may be times when the Site or M&SP Content and Services will be unavailable without prior notice.

## **Misuse of Service**

You may not use any portion of the Site or the M&SP Content and Services in any way not expressly permitted by this EULA. You agree that you will not assist, be involved with, or facilitate any type of attack upon any of the Site or the M&SP Content and Services including denial of service attacks, disruption of the Site or the M&SP Content and Services or any other person's use of the Site or the M&SP Content and Services, or attempt to gain unauthorized access to the Site or the M&SP Content and Services, or obtain access to an account registered to a different user, or the computer systems or networks connected to the Site or the M&SP Content and Services.

## **No Data Mining**

You agree that you will not and will not facilitate the (1) procurement of information from the Site or the M&SP Content and Services using a method not expressly permitted by M&SP, (2) intercept, examine, collect, scrape, or otherwise collect/observe any communications or data sent from users to M&SP computers, or (3) use any third-party software to collect information regarding the Site or the M&SP Content and Services.

## **Disclaimers, Indemnity & Limitation of Liability**

THE SITE AND THE DSS CONTENT AND SERVICES IS PROVIDED TO YOU "AS IS" AND WITHOUT WARRANTY. M&SP AND ITS, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

You agree to indemnify and hold harmless M&SP from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of your breach of any provision of this agreement or your activities in connection with use of or access to the Site or M&SP Content and Services. If any portion of these disclaimers or limitation of liability is found to be invalid or unenforceable for any reason, you expressly acknowledge and agree that the aggregate liability of M&SP shall not exceed one hundred dollars (\$100).

## **Consent to Communication**

If you provide us with a form of contact information, you expressly agree and consent that we, or our authorized service providers, can use that information to contact you. This means you also consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing.

## **Governing Law**

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





