

End User License Agreement/ Terms of Use and Privacy Policy

Welcome to Connect For Education, Inc. (“Company”, “C4E”, “Connect For Education”, “We”, “Us” or “Our”) End User License Agreement/Terms of Use and Privacy Policy (the “Agreement”). Please read this Agreement carefully because it governs and sets forth the legally binding terms and conditions for the use of our website c4ecompanion.com (the “Site”), OnMusic Companion (“the Service”), and any materials generated by or stored in the Service (“Content”). By accessing or using the Site, Service, or Content in any manner, you agree to be exclusively bound by the Agreement terms herein. Capitalized terms are defined in this Agreement.

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THIS IS A LEGAL AGREEMENT. BY ACCESSING AND USING THE SERVICE AND CONTENT, YOU IRREVOCABLY ACCEPT AND AGREE TO THE TERMS HERIN ON BEHALF OF YOURSELF OR THE EDUCATIONAL INSTITUTION WHO HAS SUBSCRIBED TO THE SERVICE ON YOUR BEHALF YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THIS AGREEMENT ON BEHALF OF YOURSELF AND THE EDUCATIONAL INSTITUTION. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE SERVICE AND CONTENT, AND TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SERVICE AND/OR CONTENT, IN WHICH CASE YOU SHOULD CEASE ACCESSING OR USING THE SERVICE AND CONTENT IMMEDIATELY. COMPANY MAKES THE SERVICE AND CONTENT AVAILABLE TO YOU CONDITIONED UPON YOUR ACCEPTANCE, WITHOUT MODIFICATION, OF THIS AGREEMENT. THESE TERMS APPLY TO ALL USERS, INCLUDING VISITORS TO THE SERVICE, AND REGISTERED REVIEWERS, INSTRUCTORS, AND STUDENTS AUTHORIZED TO ACCESS CONTENT AND/OR SUBMIT CONTENT TO THE SERVICE. IF YOU WISH TO BECOME A REGISTERED USER, COMMUNICATE WITH OTHER REGISTERED USERS AND MAKE USE OF THE SERVICE, YOU MUST READ THIS AGREEMENT, INDICATE YOUR AGREEMENT, AND ALSO INDICATE YOUR ACCEPTANCE DURING THE SERVICE SETUP REQUEST AND/OR REGISTRATION PROCESS.

Creating an Account

To access and use the Service, you will need to create a personal user account (your “Account”). By creating an Account, you become a user (“User”) and represent that you are not barred from using the Service under applicable law.

You agree to use the Service under your name only, and not under the name of another person with the intent to impersonate that person or use a username that is subject to the rights of another person without appropriate authorization. We reserve the right to suspend or terminate your Account if any information you provide during the registration process or thereafter proves to be inaccurate, false, or

misleading or to reclaim any username that you create through the Services that violates the Agreement. You are responsible for maintaining the confidentiality of your password and Account and agree to notify Company if your password is lost, stolen, or disclosed to an unauthorized third party, or otherwise may have been compromised. You are responsible for activities that occur under your Account.

We encourage you to regularly change your password to help ensure your account's security.

Because We empower you to manage and configure your own Content, we cannot be held responsible for any breach of data, infringement of proprietary information, customer information, content, or other data that you may upload to Service. Ensuring the security of that data is your responsibility. If you suspect a data breach or suspicious activity, please report it to Us immediately.

Company has a strict "No Robots" policy. You must be a human to use the Service. Automated accounts are not allowed. This policy extends beyond Account creation to the general use of the Service. "Robot" (or automatic) activity in the Service is not allowed.

Intellectual Property

You agree that the Service and Content, including but not limited to its editorial content, postings, links to other Internet resources or service providers, descriptions, musical scores, audio recordings, video recordings, images, instructional features, and the scripts and software used to implement the Service and Content functionality are, except as otherwise set forth herein, owned by Company and/or its licensors, and may be protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. No portion of the Service and Content may be reproduced in any form or by any means, except as expressly permitted in the terms of this Agreement.

THE USE OF THE SERVICE OR ANY PART OF THE SERVICE AND CONTENT, EXCEPT FOR USE OF THE SERVICE AND CONTENT AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES.

The OnMusic Companion logo, and other Company trademarks, service marks, graphics, and logos used in connection with the Service and Content are trademarks or registered trademarks of the Company in the U.S. and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service and Content may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

As a User of the Content in good standing, you may be provided with access to download certain Content ("Downloaded Content"). Such access is provided as an accommodation only, and Company does not warrant, and will not have any liability or responsibility for, Downloaded Content or your use or distribution thereof. Content is provided by the Service for educational purposes only on behalf of an educational institution or other party that has purchased a license to the Service (collectively "Licensed Party"). You agree that you will not use the Service or Content in any manner that would violate this Agreement or infringe the rights of any other party, and that Company is not in any way responsible for any such use by you. You agree to hold Company harmless for any such unpermitted use.

Any violation of these restrictions may result in intellectual property infringement that may subject you to civil and/or criminal penalties. You will be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, or any other harm resulting from a submission of information protected by intellectual property rights in a third party, if such submission is made without express permission of the intellectual property rights holder.

Limited License

Company grants you a non-exclusive, non-transferable, non-commercial, revocable, limited license to use the Service and Content in accordance with this Agreement for the sole purpose of customizing, creating, reviewing, offering, or taking courses based on the Content at the school at which you are either teaching or pursuing a course of study. You agree that you will not use any of the proprietary information and materials in the Service or Content in any way whatsoever except in compliance with this Agreement. You acknowledge sole responsibility for, and assume all risk arising from, your use of or reliance on any Content.

Restrictions

You agree not to, and you will not permit others to, (a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, or otherwise commercially exploit any portion of the Service or Content, or make the Service or Content available to any third party, (b) copy or use the Service or Content for any purpose other than as permitted by the Limited License terms above, (c) remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels that belong to Company or its licensors in the Service or Course Content, or (d) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Service or Content or underlying software, and you shall not exploit the Service or Content in any unauthorized manner whatsoever, including, but not limited to, by electronic trespass or overloading network capacity. You may not release the results of any performance, survey, or functional evaluation of any part of the Service or Content to any third party without prior written approval of Company for each such release.

Service Content that is marked "Copyrighted Work," "Copyright," and/or "All rights reserved" means that someone else owns the content and controls the rights to its use and it is, therefore, not licensed under the Service license. Company may include this content from time to time with the permission of the copyright holder or relying on the ["fair use" doctrine of U.S. copyright law](#).

Uploaded Content

In some instances, the Service permits users to upload, store, and/or share content ("User Content") or receive material from others. For purposes of this Agreement, "User Content" means text, graphics, images, animations, music, audio, video, works of authorship of any kind, or other materials that are posted, generated, provided, or otherwise made available by you, and you grant Us the limited rights and license to that User Content as provided in this Agreement. You are solely responsible for the User Content that you post to the Service, including its legality, reliability, and appropriateness.

You also warrant that you either own or have a license from the owner of the User Content, to upload, store, and distribute any User Content that you upload to the Service and that the collection, use, and retention of User Content will not violate any law or the privacy rights, publicity rights, copyrights, contract rights, consent rights or any other rights of others. Company cannot be held responsible for User Content or the material others upload, store, or share using the Service. You further warrant that you will accurately indicate the manner of rights that you have in User Content by selecting the appropriate license under which you have such rights as required when uploading User Content. Company does not claim ownership or responsibility over User Content. Company does not pre-screen User Content but does have the right (but not the obligation) in Our sole discretion, to refuse or to remove any User Content that is available via the Service.

To the extent necessary to provide the Service to you and others, to protect you and the Service, and to improve Company products and services, you grant to Company a limited non-exclusive, non-transferable, non-sublicensable, worldwide and royalty-free intellectual property license to use User Content, for example, to use any User Content submitted by you to improve our services, troubleshoot matters, or for general data analytics. We will not use User Content for promotional purposes, make copies of, retain, transmit, reformat, display, and distribute User Content on the Service. Company will not use User Content for promotional purposes.

Your Content remains yours. Company does not claim any ownership rights in any User Content that you make available through the Service and nothing in this Agreement will be deemed to restrict any rights that you may have to use and exploit your own Content.

Publicly Available Content

Certain Content may be “public domain” or subject to Creative Commons or other free licenses (“Publicly Available Content”). Publicly Available Content is not subject to the terms and conditions of this Agreement. Instead, each item of Publicly Available Content is licensed under the terms of the end user license that accompanies such Publicly Available Content. Nothing in this Agreement limits your rights under or grants you rights that supersede the terms and conditions of any applicable end user license for Publicly Available Content.

Access to Other Services and Content

In some instances, the Service permits users to link to content such as music and video files from other third-party services, websites (that are not affiliated with you or other Users), or resources (“Third-Party Services”). Company is not responsible for the content, products or services on or available from those advertisements, websites, resources, or links displayed on such sites. You acknowledge sole responsibility for, and assume all risk arising from, your user account with the Third-Party Service and/or any Terms of Service of the Third-Party Service and agree to hold Company harmless for any violation of the terms of your use of any third-party websites or resources. The Service may provide an interface to access your user account of such Third-Party Service. You warrant that you are only accessing and using the Third-Party Service in strict accordance with your user account license with the Third-Party Service and/or any Terms of Service of the Third-Party Service.

Infringement Notification

Prior to making any Content publicly available, Company has reviewed all material extensively to determine the correct ownership of the material and obtain the appropriate licenses to make the material available on the Service. Company will promptly remove any material that is determined to be infringing on the rights of others.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that Content infringes your copyright, you (or your agent) may send Us a notice requesting that the Content be removed or access to it blocked.

If you believe that a portion of the Service infringes another's copyright, [contact us via email](#) or write to us at:

Connect For Education, Inc.

Attn: Copyright Infringement

620 Herndon Parkway, Suite 200

Herndon, VA 22182

Federal law requires that your notification include the following information:

1. Identification of the copyrighted work, or, in the case of multiple works at the same location, a representative list of such works at that site.
2. Identification of the material that is claimed to be infringing or to be the subject of infringing activity. You must include sufficient information, such as a specific URL or other specific identification, for us to locate the material.
3. Information for us to be able to contact the claimant (e.g., email address, phone number).
4. A statement that the claimant believes that the use of the material has not been authorized by the copyright owner or an authorized agent.
5. A statement that the information in the notification is accurate and that the claimant is, or is authorized to act on behalf of, the copyright owner.
6. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you do not include an electronic signature with your claim, you may be asked to send or fax a follow-up copy with a signature. To file the notification, you must be either the copyright owner of the work or an individual authorized to act on behalf of the copyright owner.

Code of Conduct

By agreeing to these Terms, you agree to follow the following rules when using the Service:

- Don't do anything illegal.
- Don't engage in any activity that exploits, harms, or threatens to harm children.
- Don't harass or threaten other Users through the Service. Harassing behavior and language include insults, ethnic and homophobic slurs, defamatory statements, invasive statements that may infringe on a User's privacy, or the transmission or sharing of any content that may cause another user to experience ridicule, threat or discomfort.
- Don't send spam. Spam is unwanted or unsolicited bulk email, postings, contact requests, SMS (text messages), or instant messages.
- Don't publicly display or use the Service to share inappropriate content or material (involving, for example, nudity, bestiality, pornography, offensive language, graphic violence, or criminal activity).
- Don't submit content or material through the Service that violates a third party's proprietary rights, including privacy and publicity rights, or that otherwise violates any applicable law.
- Don't engage in activity that is fraudulent, false or misleading (e.g., asking for money under false pretenses, impersonating someone else, manipulating the Service to increase play count, or affect rankings, ratings, or comments).
- Don't circumvent any restrictions on access to or availability of the Service.
- Don't engage in activity that is harmful to you, the Service or others (e.g., transmitting viruses, stalking, posting terrorist or violent extremist content, communicating hate speech, or advocating violence against others, encouraging conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate).
- Don't infringe upon the rights of others (e.g., unauthorized sharing of copyrighted music or other copyrighted material, resale or other distribution of public domain or copyrighted photographs).
- Don't impersonate another person or represent yourself or your site as affiliated with Us, or Our staff.
- Don't engage in activity that violates the privacy of others.
- Don't help others break these rules.

The previous list is only an example and is not intended to be complete or exhaustive. Company does not have an obligation to monitor your access to, or use of, the Service. Company does, however, reserve the right to do so for the purpose of operating the Service, to ensure your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body. Company reserves the right, at any time and without prior notice, to remove or disable access to your Account or any Content that we consider, in our sole discretion, to be in violation of this Agreement or is otherwise harmful to the Service.

You can remove your own User Content by specifically deleting it. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of the User Content, nor are we responsible for any harm, including monetary loss or damage arising from the use of such content.

If you violate this code of conduct, Company may stop providing the Service to you and/or your school.

Limitation of Liability

In no event shall Company nor its directors, employees, partners, agents, suppliers, or affiliates be liable for damages, direct, or consequential, resulting from your use of the Service or Content, and you agree to defend, indemnify, and hold Company harmless from any claims, losses, liability costs, and expenses, including but not limited to attorney's fees, arising from your violation of any third-party's rights resulting from your use of the Service and/or the Content.

Service Availability

The Service and Third-Party Apps related to the Service, or materials offered through the Services may be unavailable from time to time, may be offered for a limited time, or may vary depending on your region or device. If you change your location or if there are any changes to the location associated with your school's subscription to the Service, the material or applications that were available to you in your previous region may become unavailable.

Company uses its best effort to keep the Service up and running; however, all online services suffer occasional disruptions and outages, and Company is not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve User Content. We recommend that you regularly backup User Content and data that you store on the Service.

Warranty Disclaimer

Your use of the Service and Content is at your sole risk. The Service and Content are provided on an "as is" and "as available" basis. The Service and Content are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

Company, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure, or be available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service and Content will meet your requirements.

Termination

Notwithstanding any other provision of this Agreement, if you fail, or Company suspects that you have failed, to comply with any of the provisions of this Agreement, Company at its sole discretion, reserves the right to change, suspend, remove, or disable your access to the Service or Content at any time

without cause or notice, which may result in the forfeiture and destruction of all information and User Content associated with your activity in the Service or Content. In no event will Company be liable for making these changes. Company may also impose limits on the use of or access to certain features or portions of the Service and Content, in any case and without notice or liability to you or any third party.

Upon any termination, discontinuation or cancellation of Service or your Account, all provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Updates to the Service or Software

Sometimes you will need software updates to continue using the Service. You may be required to apply updates to your browser(s) or machine operating system (OS) for Service reliability. Such updates are subject to this Agreement unless other terms accompany the updates, in which case, those other terms apply. Company isn't obligated to make any updates available and we don't guarantee that we will support the version of the system or device for which you purchased or licensed the Content or Service. As the Content and Service are updated from time to time, we may release them or any of their features in a preview or beta version, which may not work correctly or in the same way the release version initially worked.

Additionally, there may be times when we need to remove or change features or functionality of the Content or Service or stop providing a Service or access to third-party apps or sites altogether. Except to the extent required by applicable law, we have no obligation to provide a re-download or replacement of any material, digital assets, apps, or sites that are part of the Content or Service.

Changes to This Agreement

Notwithstanding any other provision of this Agreement, Company reserves the right, at its sole discretion, to modify or replace these Terms of Service by posting the updated terms on the Service. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms of Service.

Please review this Agreement periodically for changes. If you do not agree to any part or any changes to this Agreement, do not use, access, or continue to access the Service or Content, and discontinue any use of the Service and Content immediately.

Entire Agreement

This Agreement constitutes the entire and exclusive understanding and agreement between Company and you. This Agreement supersedes and replaces any and all prior oral or written understandings or agreements between us. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

You may not assign or transfer this Agreement, by operation of law or otherwise, without Our prior written consent. Any attempt by you to assign or transfer this Agreement without such consent will be null and of no effect.

Company's failure to enforce any right or provision in this Agreement will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Company. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

Governing Law

This Agreement (and any further rules, policies, or guidelines incorporated by reference) shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, United States, without giving effect to any principles of conflicts of law.

Contact Us

If you have any questions about this Agreement, please contact us at sales@connect4education.com

PRIVACY POLICY

This Privacy Policy governs the manner in which Company collects, uses, maintains and discloses information collected from users (each, a "User") of the Service or Content. This privacy policy applies to the Service and all products and services offered by Company

Personal identification information

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our site, place an order, subscribe to the newsletter, respond to a survey, fill out a form, and in connection with other activities, services, features, or resources we make available through the Service. Users may be asked for, as appropriate, name, email address, phone number, credit card information. Users may, however, visit our Site anonymously. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personally identification information, except that it may prevent them from engaging in certain activities of the Service.

Non-personal identification information

We may collect non-personal identification information about Users whenever they interact with our Site or Course Content. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to

the Service and Content, such as the operating system and the Internet service providers utilized, and other similar information.

Web browser cookies

Our Site may use “cookies” to enhance User experience. User’s web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them.

User may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Service and Content may not function properly.

How we use collected information

Company may collect and use Users personal information for the following purposes:

- To improve customer service.

Information you provide helps us respond to your customer service requests and support needs more efficiently.

- To process payments.

We may use the information Users provide about themselves when placing an order only to provide service to that order. We do not share this information with outside parties except to the extent necessary to provide the service.

- To send periodic emails.

We may use the email address to send User information and updates pertaining to their order. It may also be used to respond to inquiries, questions, and/or other requests.

How we protect your information

We adopt appropriate data collection, storage and processing practices, and security measures to protect against unauthorized access, alteration, disclosure, or destruction of your personal information, username, password, transaction information, and data stored on our Site.

Sensitive and private data exchange between the Service and Course Content and its Users happens over an SSL secured communication channel and is encrypted and protected with digital signatures.

Sharing your personal information

We do not sell, trade, or rent Users’ personal identification information to others. Period.

Links to other websites

This Policy applies only to Company practices, technologies, and services. Our online content may include links to websites and online services that are operated by other companies not under the control or direction of Company. If you provide or submit personal information to those websites or online services, the privacy policies on those websites or online services apply to your personal information. We encourage you to carefully read the privacy policies of any website you visit.

Changes to this privacy policy

Company has the discretion to update this Privacy Policy at any time. When we do, we will revise the updated date at the bottom of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

Your acceptance of these terms

By using the Service, you signify your acceptance of this policy and terms of service. If you do not agree to this Privacy Policy, please do not use the Service or Content. Your continued use of the Service or Content following the posting of changes to this Privacy Policy will be deemed your acceptance of those changes.

Contacting us

If you have any questions about this Agreement, the Service, or the Content please contact us at sales@connect4education.com

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