

v **Terms of Service**

Welcome to the **Musicians For Musicians, Inc** ("MF~~M~~") Website. Please carefully review our Terms of Service before you begin using the site. Thank you.

A. Your Acceptance

By using and/or visiting this website (the "MF~~M~~ Website," or "Website"), you signify your agreement to (1) these terms and conditions (the "Terms of Service") and (2) MF~~M~~'s Privacy Policy, incorporated here by reference. If you do not agree to any of these terms, the Privacy Policy, or Community Guidelines, you are not authorized to use the MF~~M~~ Website.

Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version. MF~~M~~ may, in its sole discretion, modify these Terms of Service at any time. By continuing to use this website following our posting of such changes, you agree to be bound by these Terms of Service, as modified.

Through our sites, MF~~M~~ provides users with access to a rich array of educational resources, including personalized content. We hope you find our sites useful. We reserve the right to modify, suspend, or discontinue the Website or any related sites, or any part of them, at any time, for any reason without prior notice to you. You agree that we shall not be liable for any such modification, suspension, or discontinuance.

Your registration information, as well as other personally identifiable information that you provide us about yourself on our sites, is subject to our Privacy Statement. Click [here \(insert link\)](#) to read our Privacy Policy.

B. General Use of the Website -- Permissions and Restrictions

MF~~M~~ hereby grants you permission to access and use the Website as set forth in these Terms of Service, provided that:

1. You do not collect any personally identifiable information of others, including user names or email addresses, from the Website.
2. You do not use the Website for any commercial purposes without the prior written authorization of MF~~M~~. You agree not to transmit or otherwise make available any unsolicited advertising, promotional information, bulk e-mail or other solicitation. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Comments.
3. You do not use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the MF~~M~~ servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser. Notwithstanding the foregoing, MF~~M~~ grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. MF~~M~~ reserves the right to revoke these exceptions either generally or in specific cases.
4. You do not transmit or otherwise make available any content containing any "virus," "worm," "trojan horse," or any other computer code, file, or program designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
5. You do not alter or modify any part of the Website.
6. You do not circumvent, disable or otherwise interfere with security-related features of the

Website or our sites or servers (or networks connected to our Website).

7. You do not harass, threaten, embarrass, or cause distress, unwanted attention, or discomfort to a person or entity on or through the Website or its communication systems.

8. You do not transmit or otherwise make available on or through the Website any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, or racially, ethnically, or otherwise objectionable, as solely determined by **MF**M.

9. **MF**M reserves the right to change or discontinue any aspect of the Website at any time, for any reason, and without notice to you.

10. **MF**M reserves the right to suspend or terminate a user's access to the Website, without prior notice and at **MF**M's sole discretion.

11. This list of permissions and restrictions, along with the other terms discussed below, is not intended to be complete, but merely illustrative. We reserve the right in our sole and final judgment to determine whether your conduct violates conduct requirements for the Website.

C. **MF**M Registered User Accounts

In order to access some features of the Website, such as, for example, interactive blogs, you have to become a Registered User, which will also create a user account. As a Registered User, you agree to be bound by the following terms:

1. When creating or modifying your account, you must provide accurate, current, and complete information. We reserve the right to disallow use of any user name that we deem offensive or inappropriate. You will be responsible for preserving the confidentiality of your password and for all actions of persons accessing the Website through any username/password assigned to you. You must notify **MF**M immediately of any breach of security or unauthorized use of your account. You may never use another's account without permission.

2. As a Registered User you may submit comments on various **MF**M blogs or other material (collectively, "User Content") to the Website. **MF**M reserves the right, but does not assume the obligation, to delete, move, condense, or edit such User Content for any reason and without prior notice. **MF**M also reserves the right to suspend or terminate a Registered User's access for posting User Content.

3. You are solely responsible for your own User Content and the consequences of posting or publishing it. You affirm, represent, and/or warrant that: you own, or have the necessary licenses, rights, consents, and permissions to use and authorize **MF**M to use, all patent, trademark, trade secret, copyright or other proprietary rights in and to all User Content you submit to enable inclusion and use of such User Content in the manner contemplated by the Website and these Terms of Service.

4. You retain all of your ownership rights in your User Content. However, by submitting User Content to **MF**M, you hereby grant **MF**M a worldwide, non-exclusive, royalty-free, sublicenseable, perpetual, and transferable license to use, reproduce, store, distribute, prepare derivative works of and display your User Content (and your user name) in any medium in connection with the activities and operations of **MF**M, its affiliated entities and successors. You also hereby grant each user of the **MF**M Website a non-exclusive license to access your User Content through the Website, and to use, reproduce, and distribute such User Content for such user's personal, non-commercial purposes. You understand and agree that **MF**M may retain, reproduce, distribute and otherwise use for any purpose copies of User Content that has been removed from the Website. The above licenses granted by you are perpetual and irrevocable.

5. **MF**M does not endorse, authorize or ratify any User Content, or any opinion, recommendation, or advice expressed therein, and **MF**M expressly disclaims all liability in

connection with User Content. **MF**M does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and **MF**M reserves the right, but does not assume the obligation, to remove any content from the Website if notified that such content infringes on another's intellectual property rights.

D. Your Use of Content on the Site

In addition to the restrictions above, the following restrictions and conditions apply specifically to your use of content on the **MF**M Website.

1. The content on the Website (other than your User Content), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (collectively, "**MF**M Content") is owned by or licensed by **MF**M. Similarly, the trademarks, service marks and logos contained on the Website are owned or licensed by **MF**M ("**MF**M Marks"). Except as otherwise provided in these Terms of Service, the **MF**M Content and the **MF**M Marks may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purpose whatsoever without the prior written consent of **MF**M. **MF**M reserves all rights not expressly granted in and to the **MF**M Content and the **MF**M Marks.

2. The Website is made available for your personal, non-commercial use only. As part of such use, you may display, download and/or print pages from the site; you may link to the Website; and you may forward Website materials to others for personal, non-commercial uses that are reasonably related to the Website's purposes.

3. You understand that when using the **MF**M Website, you will be exposed to **MF**M Content, User Content, and other third-party content from a variety of sources, and that **MF**M makes no warranty about the accuracy, usefulness, safety, or intellectual property rights of or relating to such **MF**M Content, User Content, or other third-party content. You further understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against **MF**M with respect thereto.

4. The Website may contain links to third party websites that are not owned or controlled by **MF**M. **MF**M has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. We encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

E. Warranty Disclaimer

THIS WEBSITE IS PROVIDED TO YOU "AS IS." YOU AGREE THAT YOUR USE OF THE **MF**M WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, **MF**M, AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "**MF**M PARTIES"), DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. THE **MF**M PARTIES CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE. NOR DO THE **MF**M PARTIES GUARANTEE THAT THE WEBSITE WILL BE ERROR FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE WEBSITE WILL BE FREE OF VIRUSES

OR OTHER HARMFUL COMPONENTS. THE **MF**M PARTIES DO NOT WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE PROVIDED, ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE **MF**M WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING.

G. Limitation of Liability

IN NO EVENT SHALL THE **MF**M PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT THEY ARE FORESEEABLE, RELATING TO THIS WEBSITE, INCLUDING ANY DAMAGES RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE **MF**M WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT **MF**M IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE THAT THE **MF**M PARTIES SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. TO THE EXTENT THESE LAWS APPLY TO YOU, SOME OF THE PROVISIONS SET FORTH IN THIS AGREEMENT MAY NOT APPLY. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE **MF**M PARTIES AGAINST ANY AND ALL CLAIMS, OF WHATEVER NATURE, THAT ARISE OUT OF YOUR USE OF AND ACCESS TO THE **MF**M WEBSITE OR YOUR VIOLATION OF ANY OF THESE TERMS OF SERVICE. THIS INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS OF SERVICE AND YOUR USE OF THE **MF**M WEBSITE.

H. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the **MF**M Website is not intended for children under 13.

I. Miscellaneous

These Terms of Service shall be governed by the internal substantive laws of New York State, without respect to its conflict of laws principles. Any claim or dispute between you and **MF**M

that arises in whole or in part from the **MFM** Website shall be decided exclusively by a court of competent jurisdiction located in New York State. These Terms of Service, together with the Privacy Policy and any other legal notices published by **MFM** on the Website, shall constitute the entire agreement between you and **MFM** concerning the **MFM** Website and supersedes prior agreements, if any, between you and **MFM** relating to any matter dealt with in the Terms of Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and **MFM**'s failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by **MFM** without restriction. This Agreement and the rights and obligations created hereunder shall be binding upon and inure solely to the benefits of the parties hereto and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended or should be construed to confer upon any other person any right, remedy or claim under or by virtue of this Agreement.

You and **MFM** agree that any cause of action arising out of or related to the **MFM** Website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These terms of use are made effective as of November 1, 2016.