

STRINGRISE, LLC TERMS AND CONDITIONS OF SERVICE

OVERVIEW

This website is operated by StringRise, LLC. Throughout the site, the terms “we”, “us”, “our”, “StringRise”, and “StringRise, LLC” refer to StringRise, LLC. StringRise offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, partners, collaborators, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current website shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change, or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

By agreeing to these Terms of Service and using this website, you represent that you are at least 18 years of age.

SECTION 1 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time. We hope that you will be with us for a long time. In certain cases we may, using reasonable discretion, decide whether or not your participation with StringRise complies with these terms. We can suspend or terminate your StringRise participation at any time for any reason, including but not limited to the following reasons:

- a. If you breach these terms,
- b. If you act in a way that does not align with the values of our community,
- c. If you act in a way that could cause us or our members harm.

If your membership is terminated, you may not re-enroll as a participating member of StringRise at any time unless permission is explicitly granted by StringRise.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. Our music, curriculum, materials, products, and any other

distributed or electronic resources are not for distribution and may not be reproduced, sold, duplicated, copied, or exploited.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 2 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 3 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products and services are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service or products (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of services.

SECTION 4 - PRODUCTS OR SERVICES

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 5 - OPTIONAL TOOLS & THIRD-PARTY LINKS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

Certain content, products and services available via our Service may include materials from third-parties. StringRise may, from time to time, provide opportunities for members and users of our websites, social media, or other services to utilize or purchase services from third parties. Websites of those third-parties are subject to terms and conditions different from ours, and it is your responsibility to ensure that you have read and understood them. StringRise makes no warranty concerning, and is not responsible for and does not endorse any third-party provided goods or services, and you agree that any recourse for dissatisfaction or problems with those goods or services will be sought from the third party and not from StringRise.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 6 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example- partner school nominations, product reviews, etc.) or without a request from us you send creative ideas, pictures, statements, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, patent, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for

any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

All of the above applies to our social media pages in addition to the website, including but not limited to Facebook, Instagram, Pinterest, Twitter, etc. We reserve the right to utilize photos, reviews, statements, comments, creative ideas, suggestions, proposals, plans, or other materials. We may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments or materials physical or electronic that are shared with us without any permission or notification required. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

The Section 6 terms and conditions are applicable to without limitation any websites, social media pages, blogs, or other websites or media affiliated with StringRise or its owner, parent, subsidiaries, affiliates, partners, officers, team members, advisors, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees.

SECTION 7 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

SECTION 8 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 9 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation

of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 10 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our products or service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the products or service will be accurate, reliable, or error-free.

You agree that from time to time we may remove the service or certain products for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall StringRise, our owner, directors, officers, employees, affiliates, advisors, team members, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products, subscriptions, consulting, or other services procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage or injury of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 11 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless StringRise, LLC and our owner, parent, subsidiaries, affiliates, partners, officers, team members, advisors, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

We shall not be liable for any damages we cause unintentionally and we shall not be liable to you for any actual, incidental, indirect, or consequential loss or damage howsoever caused. For example, we

shall not be liable to you for any damages including, but not limited to, the following: 1) Loss of revenue, 2) loss of actual or anticipated profits, 3) loss of the use of money, 4) loss of anticipated savings, 5) loss of property, 6) loss or corruption of, or damage to, data, systems, or programs. If you are dissatisfied with any portion of our services, or with any portion of these terms, you may discontinue your membership and subscriptions, stop using our website, stop booking consulting, stop purchasing products, and return any products previously purchased in accordance with our Return Policy.

You agree to defend, indemnify, and hold harmless StringRise, LLC, its owner, its affiliates, officers, directors, employees, team members, advisors, contractors, and agents from and against all claims, damages, obligations, losses, liabilities, costs or expenses. This defense and indemnification obligation will survive this agreement, your membership, and use of the websites and services.

StringRise, LLC and its owner, affiliates, officers, directors, employees, team members, advisors, contractors, agents, and anyone directly or indirectly affiliated with StringRise, LLC are not responsible for damages to persons or property. StringRise LLC and its owner, affiliates, officers, directors, employees, team members, advisors, contractors, agents, and anyone directly or indirectly affiliated with StringRise, LLC are not liable for injuries or loss of any kind occurring from use of its products, subscriptions, curriculum, consulting, advice, trainings or any other services offered.

Should Stringrise, LLC or its affiliates ever be discontinued, StringRise, LLC will not be responsible for any losses to a member which may be ensued. StringRise, LLC will, as far as possible, attempt to inform members quickly if the circumstances described under this point should arise.

SECTION 12 – Curriculum Membership, Classes, and Events

Members are required to be at least 18 years of age.

Subscriptions or memberships or program or product fees and payments are not tax-exempt or tax-deductible.

Workshop, clinic, training, webinar, and meeting schedules are subject to change without notice; we reserve the right to programs or services at any time. We will try to provide as much advanced notice as possible prior to any cancellations

Cancellation of recurring subscription must be made at least 30 days prior to date of monthly payment by giving written notice to stringrise@gmail.com. Refunds are not guaranteed for cancellations after a payment has been processed.

Photographs, audio recordings, or video recordings taken at trainings, clinics, workshops, webinars, meetings, programs, lectures, events, or gatherings may be used for promotional materials, social media posts, website, any internal or external educational, instructional, or promotional activities determined by StringRise, LLC in broadcast, electronic media, or printed formats now existing or in the future created. External education, instructional, or promotional activities may include the release of the photographs, audio recordings, and/or video recordings to newspapers, radio and television stations. Compensation will not be paid to any members or attendees for use of photographs, audio recordings, videos, comments, quotes, or any other form of promotional media. You agree to waive any and all present or future compensation rights to the use of the above stated material(s). You

release StringRise, LLC, its affiliates, agents, employees, contract workers, or other representatives from any liabilities, known or unknown, arising out the use of this material.

You promise that the information you give us is true, accurate, and complete, and that you will keep your information up-to-date (including a current e-mail address and credit card information). StringRise, LLC will not be responsible for any costs or liabilities resulting from a member's failure to update their information.

Subscriptions, memberships, products, and/or services are not transferrable.

For ongoing subscriptions and memberships, you will be billed on a monthly basis recurring on the day of the month that you signed up, though this is subject to change.

StringRise will implement and maintain reasonable procedures for protecting personal information as expressed in the StringRise privacy policy.

SECTION 13 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 14 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by us.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 15 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service and products, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 16 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 17 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at StringRise@gmail.com.