

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of **www.musicale.app** (the "Site"). This Site is owned and operated by MUSICALE.APP Incorporated. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

### **Intellectual Property**

All content published and made available on our Site is the property of MUSICALE.APP Incorporated and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **Acceptable Use**

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to

take any legal steps necessary to prevent you from accessing our Site.

### **User Contributions**

Users may post the following information on our Site:

- Photos;
- Videos; and
- links to web pages.

By posting publicly on our Site, you agree not to act illegally or violate these Terms and Conditions.

### **Accounts**

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

### **Sale of Services**

These Terms and Conditions govern the sale of services available on our Site.

The following services are available on our Site:

- Advertising & promotion.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the services that are displayed on our Site at the time you

access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### **User Goods and Services**

Our Site allows users to sell goods and services. We do not assume any responsibility for the goods and services users sell on our Site. We cannot guarantee the quality or accuracy of any goods and services sold by users on our Site. However, if we are made aware that a user is violating these Terms and Conditions, we reserve the right to suspend or prohibit the user from selling goods and services on our Site.

### **Subscriptions**

Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription.

To cancel your subscription, please follow these steps: User can cancel at anytime.

### **Payments**

We accept the following payment methods on our Site:

- PayPal; and
- Direct Debit.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to

cancel or reverse your transaction.

### **Consumer Protection Law**

Where the *Consumer Protection Act*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

### **Limitation of Liability**

MUSICALE.APP Incorporated and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

### **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless MUSICALE.APP Incorporated and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

### **Applicable Law**

These Terms and Conditions are governed by the laws of the Province of Ontario.

### **Dispute Resolution**

Subject to any exceptions specified in these Terms and Conditions, if you and MUSICALE.APP Incorporated are unable to resolve any dispute through informal discussion, then you and MUSICALE.APP Incorporated agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and MUSICALE.APP Incorporated.

Notwithstanding any other provision in these Terms and Conditions, you and MUSICALE.APP Incorporated agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

### **Additional Terms**

- As a venue, by accepting the terms & agreement, All personal & public information submitted to the MUSICALE.APP platform automatically grants permission to MUSICALE.APP & fellow users to view submitted information (Included, but not limited to, music, contact information, pictures, artwork, web link). MUSICALE.APP does not have the right or responsibility to publicly share personal information unless given permission by the venue UNLESS in the case an event is created on the MUSICALE.APP platform.;
- As an artist, by accepting the terms & agreement, All personal & public information submitted to the MUSICALE.APP platform automatically grants permission to MUSICALE.APP & fellow users to view information (Included, but not limited to, music, contact information, pictures, artwork, web link). MUSICALE.APP does not have the right or responsibility to publicly share personal information unless given permission by the artist UNLESS in the case an event is created on the MUSICALE.APP platform.;
- By accepting the terms & agreement, When an event is created, The venue & artist involved grant each party (venue & artist) & MUSICALE.APP the right to publicly shares the event(s) and all information pertaining to the event(s) publicly and with other social media platforms for the sake of advertising said event.; and
- By accepting the terms & agreement, it is to be understood that MUSICALE.APP is NOT responsible for the outcome, success and/or failure of any event(s)..

### **Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### **Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

**Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

(613) 876-1803

musicale.app@gmail.com

Gananoque, Ontario, K7G1N5

You can also contact us through the feedback form available on our Site.

Effective Date: \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_