

Jazz Piano School Terms & Conditions

Welcome to Jazzpianoschool.com (JPS.) sometimes referred to as the "Jazz Piano School." This is your agreement with Jazzpianoschool.com. By joining the website and continuing to use it you agree to be bound by all the terms and conditions of this agreement and any changes we may make from time to time ("Agreement").

Digital Product Policies

- 1. Since there is no way to recover a product once downloaded, there are **no refunds** for downloaded purchases.
- 2. All download sales are final.
- 3. If you have difficulty downloading your purchase, simply contact us at support@jazzpianoschool.com and we will help you.

Membership Policies

- 1. **Trial Subscriptions:** Some JPS membership may start with a trial. The trial period of your membership will be designated by the offer which you receive or as otherwise specified during sign-up. JPS reserves the right, in its absolute discretion, to determine your trial eligibility
- 2. Trial memberships are for NEW members only. All users will receive one trial period to a specific JPS product or service. Once you have paid for a trial membership for any length of time, you may not sign up for another trial.
- 3. If you are a current member, you may not put your account on hold or cancel your account to accept another trial offer of any kind.
- 4. Recurring subscriptions renew automatically at the end of each term. For instance, if you signed up for a monthly membership on January 1st, a month from your signup date (February 1st at 12AM EST midnight), you will be billed again. You can cancel at any time and it is your responsibility to cancel your membership. You must cancel your account at least 3 business days prior to renewal to ensure that you are not billed again.
- 5. You have **THIRTY** (30) **Days** from the date of the original purchase to request a refund for your JPS monthly subscription. Any refund request after the **THIRTY** (30) **DAY** time limit will not be processed. You may cancel at any time after the initial **THIRTY** (30) **Days** has passed.
- 6. You authorize us to charge your credit card or other approved payment facility for all costs and charges you lawfully owe, until this Agreement is cancelled or terminates. You are responsible for informing Customer Service (support@jazzpianoschool.com) at least 3-days before renewal to avoid being charged for the next auto-renewal.
- 7. You understand that parts Jazz Piano School are a subscription service. If you choose to sign up for a monthly membership (Beginner, Intermediate, Advanced, etc.), you understand and authorize that your account will automatically renew until cancelled, and give permission for such billing transactions to take place.
- 8. The system is not setup to send an email before payment, so *please make a note of your renewal payment date* or visit your account to view your active memberships and purchase history.

9. Non-recurring memberships DO NOT auto-renew. These memberships are billed only once. At the end of the term, your membership to Jazzpianoschool.com will be cancelled and you will lose access to the site. Upon cancellation, all download points, credits, downloads or other membership "perks" will be deleted from your account.

30-Day Piano Success Guarantee:

1. This is a 30-Day money back Guarantee no questions asked. The 30-days begins on the first day of membership.

Offers & Promotions:

- 1. Offers and promotions may not be combined in any way.
- 2. If you already own a product or service, you may not receive a refund, discount, or adjustment on said product if you receive a lower or better offer.
- 3. All offers and promotions only apply to products that users have never purchased in the past.

Membership Site Usage:

- 4. Our memberships are for individual use only. If you are a school or private studio, please contact us for a discounted bulk rate.
- 5. Other practices may be relevant in determining Legitimate Use and Jazz Piano School reserves the right to take any unlawful, prohibited, abnormal or unusual activity into account in making its determination. Jazz Piano School may at its option, terminate its relationship with you, or may suspend your subscription immediately if it determines you are using your subscription contrary to this agreement or Jazz Piano School's Terms of Use. Where reasonable, Jazz Piano School will provide you with notice of improper usage before suspension or termination of your subscription and, if appropriate, Jazz Piano School may offer you an alternative subscription.
- 6. Downloading chapters without authorization, using a screen-capture program to 'save' the movies or trying to view movies that you are not subscribed to is prohibited and may result in termination of your account without refund. The system tracks usage and any abuse of the system will result in a temporary or permanent locking of your account.
- 7. Using profanity or posting rude remarks on the forums or any other community on this site is prohibited and may result in termination of your account without refund. Our goal is to keep this a place where all musicians of all levels can be productive and learn.
- 8. All materials appearing throughout Jazzpianoschool.com other than public domain material and electronic messages, is the copyrighted property of Jazzpianoschool.com or of those credited as providers. These materials are strictly for the noncommercial home use of you, the Subscriber, and except as expressly permitted in this Agreement may not be copied, redistributed or used in any way, in whole or part, without the prior written consent of Jazzpianoschool.com.

9. Subscriber accepts the Services of the Jazzpianoschool.com Websites "as is, where is" and at Subscriber's own risk. Subscribers are liable for the consequences of their activities and/or their breach of this Agreement notwithstanding termination of services.

Subscriber represents and warrants that he or she:

- 1. Will not violate any applicable laws or regulations of any state or federal legislature or regulatory body;
- 2. Will not redistribute the material on the site to anyone;
- 3. Will not plagiarize, violate or otherwise infringe upon the trademark, copyright, or any other rights of any person, firm or entity, expressly including libel, slander or invasion of rights of privacy, publicity or "moral rights (droit moral)".
- 4. CHARGEBACKS: Your IP address is recorded along with timestamp of your transaction. We will use this information when dealing with chargebacks. If a purchase was made in error, please contact us immediately at: support@jazzpianoschool.com and we will be happy to help.
- 5. Jazzpianoschool.com can terminate your subscription or access to all or part of the service at any time and for any reason in our sole discretion.
- 6. Jazzpianoschool.com will make all reasonable efforts to have the Services available on a 24-hour basis, excluding normal network administration and system down time, but if access is suspended or interrupted, liability will be limited to restoring access to the Services as soon as practical.
- 7. Subscriber will indemnify Jazzpianoschool.com, its providers and its corporate affiliates and employees against any losses arising out of any claim which if proved true would constitute a breach of any of Subscriber's representations and warranties above.
- 8. Jazz Piano School may update this Terms of Use from time to time. Customers and Web Site users are encouraged to review these Terms of Use and the entire Agreement on a periodic basis for modifications. Jazz Piano School shall make commercially reasonable efforts to inform you of any significant updates to this Terms of Use.
- 9. All transactions made with Jazz Piano School are governed by the laws of the State of California And Providence Plantations, without giving effect to its conflict with the laws of any other jurisdiction.
- 10. No employee or agent of Jazz Piano School has the authority to vary any Jazz Piano School policies or the terms and conditions governing any sale.
- 11. Jazz Piano School is not responsible for typographic errors.
- 12. Our privacy policy is located at http://jazzpianoschool.com/privacypolicy/
- 13. If you have any questions, email us at support@jazzpianoschool.com

Social Media Groups and Communities

We would like people to feel safe when using our groups and forums. For that reason, JPS has developed a set of community guidelines, see below. These policies will explain what type of sharing is allowed in our private groups and communities, and what type of content may be reported to us and removed. Due to the diversity of our global community, keep in mind that something which may be disagreeable or disturbing to you, may not necessarily violate our community guidelines.

• Musicians of all levels are welcome here.

We have members of all skill and experience levels, from college students to seasoned professionals.

• Keep it respectful

Comments that are inappropriately negative, rude, or attacking will be deleted, removed, or we will ask you to revise your thoughts. Everyone is here to learn and grow, so anything violating that will be removed.

No pitching to the group

We have a strict 'no trolling for customers' policy in our groups. This includes sending people to content with your offers/affiliate offers and publicly inviting members to join your own Facebook groups or communities. There should be no unsolicited private messages to group members. If we receive multiple complaints that anyone is using private messages to make unsolicited pitches to members, you may be asked to leave.

• Respect confidentiality

Content gathered in our online community groups cannot be shared outside the group. Every member of our communities has a right to privacy and the right to feel safe that their questions, answers, and experiences remain private to group members only.

• Keep it on topic

We reserve the right to remove posts based on off-topic content or offensive content.

• Partnering with other members

Access to this group does not mean that JPS endorses any member's products or services. Be cautious and do your due diligence when partnering with anyone in the group.

• Report posts that are breaking group policies

Due to the number of people in our groups and communities, it's sometimes difficult for us to catch everything. If you see a post that is questionable, please report it to support@jazzpianoschool.com.

• Breaking the rules

Three warnings for rule-breaking behavior will result in being permanently removed from the community or group.

INTELLECTUAL PROPERTY

You agree that the JPS, including but not limited to JPS Products and services, graphics, user interface, audio clips, video clips, editorial content, templates and the scripts and software used to implement JPS, contains proprietary information and material that is owned by JPS and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the JPS System in compliance with this Agreement. No portion of the JPS System may be reproduced in any form or by any means, without expressed written permission from JPS. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the JPS System in any manner, and you shall not

exploit the JPS brand in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

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