

## BIGMUSICTENT.COM (BIG MUSIC TENT, LLC) TERMS OF USE

1. This is your sole agreement with us, Big Music Tent, LLC, the owner of the BIGMUSICTENT.COM Website. By joining our Website and continuing to use it you agree to be bound by all the terms and conditions of this agreement ("Agreement").
2. You agree that we are free to make any changes to this agreement from time to time and as we see fit.
3. If you are not interested in keeping your account and you wish to receive a refund, you must notify us within 30 days of your date of your signup. After the initial 30 days after your signup, you will only be eligible for a cancellation without a refund.
4. We can terminate your subscription or access to all or part of the service at any time and for any reason at our sole discretion.
5. You, as subscriber, may incur fees (example: charges from your bank or credit card provider, currency conversion charges, etc.) when you register for this site. You can pay your fees by credit card (Visa, Master Card, Discover, or American Express), debit card, or other methods that are accepted by our payment processor.
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 either canceled by you or terminates. You are responsible for informing Customer Service (support@BIGMUSICTENT.COM), available 24 hours 7 days a week, of all actual or apparent breaches of security, lost cards or passwords, or unauthorized use. You will remain liable for all uses until we are informed.
7. You understand that BIGMUSICTENT.COM is a subscription service. When you choose to sign up for a membership you understand and authorize that your account will automatically renew until cancelled, and that you give your permission for such billing transactions to take place.
8. We may monitor your service usage, and use this information as required by any law, regulation or compulsory process or requirement.
9. We reserve the right to develop consumer research databases based on your use of the service. If we do so, such data will be anonymized.
10. We are not liable for any damages whatsoever, for any reason whatsoever, including poor service, beyond the amount paid by or on behalf of you, the subscriber, to BIG MUSIC TENT, LLC in the preceding twelve months.
11. All materials appearing throughout the BIGMUSICTENT.COM site other than public domain material, is the copyrighted property of BIG MUSIC TENT, LLC or of those credited as providers. These materials are strictly for the noncommercial home use by you, the Subscriber, and except as expressly permitted in this Agreement, you may not copy, redistribute or use our copyrighted materials in any way, in whole or part, without our prior written consent.
12. You accept the Services of our Website as is, and at your own risk. You are liable for the consequences of your activities and/or you breach of this Agreement.
13. You represent and warrants that you:
  - a. will not violate any applicable laws or regulations of any state or federal legislature or regulatory body;
  - b. will not redistribute the material on the site to anyone, nor permit any minor to view this material nor expose to the material any person who may find it offensive;
  - c. believe that the materials viewed on the site do not offend the standards of the community in which he resides as to the candid representations of matters of sexuality and appeal to healthy and normal human interests in that regard;
  - d. 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).
  - e. are over the age of 13 or that your account creation and use of the site is supervised by a parent or guardian that shall always be present when you use the site.
  - f. understand and agree to our privacy policy.
14. You agree to indemnify us, our providers, our corporate affiliates and our employees against any losses arising out of any claim which if proved true would constitute a breach of any of your representations and warranties above.

15. This is our only Agreement. It cannot be modified orally. It is governed by Tennessee law and any lawsuit arising out of this Agreement, against us and/or our Service must be brought only in courts located in Nashville, Tennessee, USA.
16. You agree that all complaints or notices to [BIGMUSICTENT.COM](http://BIGMUSICTENT.COM) (BIG MUSIC TENT, LLC) will be sent as electronic mail to [support@BIGMUSICTENT.COM](mailto:support@BIGMUSICTENT.COM)
17. The Big Music Tent logo, the Rob's Reso Room logo, Rob's Reso Room, and the Big Music Tent are trademarks of Big Music Tent LLC.

## **[BIGMUSICTENT.COM](http://BIGMUSICTENT.COM) ONLINE STORE RETURNS, REFUNDS AND EXCHANGES POLICY**

### **- How To Return An Item:**

- Your item must be in its original unused condition to be returned, unless there is a manufacturer defect. You must return the item within 30 days of your purchase.

Please email [info@BIGMUSICTENT.COM](mailto:info@BIGMUSICTENT.COM) to request a refund and we will assign you a tracking #.

Mail your returned item to:

**Big Music Tent**  
**604 Riverview Road**  
**Franklin, TN 37064**

Include in your package a signed letter stating the reason for your return and the original receipt.

### **- Return Exceptions:**

Some items can not be returned if they are opened. These include music, software, and video games. Merchandise that has been worn, used, or altered will not be accepted for return or exchange.

### **- Restocking Fee:**

All items are subject to a 10% restocking fee, this will be deducted from your refund. We also do not refund the original shipping and handling that you paid on the order.

### **- Exchanges:**

If your clothing item is in like new condition, you may exchange your clothing item for a different size or color. You will not be subject to a restocking fee in this case, but you still will have to pay return shipping. Shipping Policy

### **- Turnaround**

All orders are shipped within 48 hours Monday - Friday 8am - 5pm. Carriers We use the following carriers to deliver our orders:

USPS

UPS

FedEx

DHL

### **- Order Tracking:**

If a tracking # is provided by the shipping carrier, we will update your order with the tracking information. Please note that some orders using 1st Class USPS mail will not have tracking numbers.

### **- Shipping Rates**

The rate charged for the shipping of your order is based on the weight of your products, and your location. Before the final checkout page you will be shown what the cost of shipping will be, and you will have a chance to not place your order if you decide not to.

### **-Back Orders**

If an item goes on back order we will ship you the part of your order that is in stock. When the item becomes available we will ship you the rest of your order. You will not be charged any additional shipping and handling for the second shipment.

## PRIVACY POLICY

This policy covers how we use your personal information. We take your privacy SERIOUSLY and will take all measures to protect your personal information.

What information do we collect? We only collect information that we need that is related to your order.

This includes your:

**Billing Address**

**Shipping Address**

**Email Address**

**Credit Card Information**

In addition we also collect information on your IP address, browser type, and Refer URL data. We use this data to prevent hacking attempts, help us know what web browsers people are using, and find out where our visitors are coming from so that we can improve our marketing. How Is My Information Used? Your information is only used to fill your order. We do not sell or redistribute your information to ANYONE.

### **- Security and Storage**

Only your order data billing, shipping, and order contents data is stored on our server. This information is encrypted using a Secure Sockets Layer before it is transmitted over a web server. We do not store your Credit Card data.

### **- Cookies and Browser Information**

Cookies are small files that reside on your computer and allow us to recognize you on your next visit or store your shopping cart contents. We use them only to track this information.