

## 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 14 days of your date of your signup. After the initial 14 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, including materials contributed by you, 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. We are not liable for any physical injury to you as a result of improper practice or performance technique, fatigue or playing your instrument in a manner not recommended on this website.
  16. 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.
  17. You agree that all complaints or notices to BIGMUSICTENT.COM (BIG MUSIC TENT, LLC) will be sent as electronic mail to support@BIGMUSICTENT.COM