



Course Access Terms and Conditions

Thank you for enrolling in one or more of our courses – we hope you’ll get a lot out of them. These terms and conditions explain our expectations for you when accessing our courses, and what you can expect from us in return. If you have any questions about this agreement, you can contact us on support@thesongfoundry.com.

This agreement exists exclusively between us, The Song Foundry Inc., and you, an individual accessing our courses and other educational content.

1. Rights and Responsibilities

- i) Enrolling in one or more of our courses gives you access to a library of specific video, audio and/or written content. This content and any additional resources we may offer is offered on an ‘as is’ basis, without warranty of any kind.
- ii) We work hard to give you top-quality content, support and advice to help you develop as a songwriter, but you accept full responsibility for the decisions you make as a result of engaging with this content as well as the consequence of those decisions. We can’t be held liable under any circumstances for choices you made of your own volition.
- iii) From time to time we may suggest alternative sources of information or inspiration (such as websites, books, CDs, DVDs or other materials) that may be of interest or value to you. This does not constitute an endorsement by The Song Foundry of any kind. It is your responsibility to use these resources as you see appropriate. The Song Foundry cannot be held liable for the content of these resources, nor the consequences of you consulting them.
- iv) Whenever we are faced with unforeseen circumstances that affect our ability to deliver any pre-recorded or live content, we’ll do everything we reasonably can to resume full service as soon as possible and reschedule or re-broadcast live content as necessary, while keeping you informed of any changes. However, we reserve the right to alter the details of how our services are offered where we deem it necessary, at short notice and without consulting you.
- v) Whenever our usual service is disrupted, for reasons within or beyond our control, we will not typically offer any kind of monetary compensation, and any decisions regarding refunds or reimbursements will be made in The Song Foundry’s sole discretion.
- vi) Our course materials are offered to people of all ages without discrimination as to race, gender, disability, sexuality or any other factor. If you are under 18 or below the legal age of majority in your country or territory, you should ensure you have the permission of your parent or guardian before enrolling in any of our courses. Our courses are currently offered in English only.
- vii) Enrolling in any of our courses includes an invitation to our community discussion forums, including the community Facebook group. Access to these forums is subject to any rules or guidelines displayed in each forum. **While using any of these forums you are expected to be courteous and respectful to other people at all times.** Failure to do so may result in us denying or limiting your access to these discussion groups.
- viii) We reserve the right to limit, refuse or terminate your course access immediately, at any time and without refund, where we believe, in our sole discretion, that you have violated or may intend to violate these Terms and Conditions, that your participation in our educational events or environment is having a continued negative impact on other enrolled individuals and/or The Song Foundry’s employees or contractors, or for any other reason.

2. Access and Payments

- i) Our courses can typically be accessed by purchasing 'lifetime access' to individual courses or by subscribing on a monthly or annual basis to access some or all of our course portfolio.
- ii) Lifetime access grants you a perpetual licence to access your purchased course materials. Typically you will access these courses on The Song Foundry website, but we reserve the right to utilize alternative ways to grant you access to these materials owing to technical, economic or other factors.
- iii) Subscription access grants you access to all of the materials, resources and additional live events included in your particular subscription package for the duration of your paid-up subscription.
- iv) Once you have paid to access one or more of our courses, you will be prompted to register an account and create a password to access the site courses area. **All purchases are non-assignable and non-transferable. You must not share your account login details with anyone else.**
- v) As an individual enrolled in one or more of our courses you must not share course content with anyone outside of your household who has not purchased access to those specific materials. Sharing content with anyone who has not paid to access it could result in the permanent revocation of your course access under clause 1.viii of this agreement and, where appropriate, legal action against you.
- vi) Our courses and all subscriber content remain the intellectual property of The Song Foundry, and under international copyright law your licence to access them does not include the right to reproduce, edit, modify, distribute, assign, sublease or exploit them, for commercial purposes or otherwise.
- vii) Each new purchase or subscription comes with a trial period of thirty calendar days. If you wish to cancel your access within this period, you may contact us to receive a full refund.
- viii) After thirty calendar days, purchases are non-refundable and subscriptions may be cancelled at any time via your 'My Account' page in the site courses area or by writing to us. After cancellation you will incur no further charges and will retain access to your courses for the duration of your paid-up subscription.
- ix) All payments at The Song Foundry are processed by our secure payment partners, such as PayPal and Stripe. Nobody at The Song Foundry has access to your private financial information.
- x) Purchasing lifetime access includes access to all future course updates at no additional cost, though The Song Foundry is under no obligation to update course materials on any specific schedule.
- xi) We may offer lifetime access for some courses by 'payment plan' of specific instalments on a specific schedule. These payment plans give full access to the course upon your initial payment, but failure to pay all subsequent instalments in a timely manner may result in your course access being revoked.
- xii) From time to time we may offer specific discounts and promotions on purchases and subscriptions. These are subject to any stated conditions and/or limitations and we reserve the right to modify or withdraw any such offer at any time.

3. Use of Personal Information

- i) We take the safeguarding of your personal information very seriously. We will not share your personal information with any third party without your prior written consent, except where we are required to by law, or where we need to share this information with trusted advisors or affiliates in order to deliver our agreed services.
- ii) Notwithstanding the above, we occasionally work with advertising partners (such as Facebook, YouTube and Google) who may use the personal information of our site visitors to tailor our advertisements more precisely to potential new customers. From our perspective this information is anonymized and used in the aggregate, and no individual at The Song Foundry has access to any private information about you that you haven't given us directly. For more detailed information about how we use your personal data, please consult our Privacy Policy at thesongfoundry.com/privacy-policy.

4. Contributed Intellectual Property

- i) If you participate in a live event at The Song Foundry, that participation may involve you contributing some forms of intellectual property, including but not limited to having a question read in a video, leaving a comment in the live chat box, responding to a query or poll, or offering a song to be critiqued.

- ii) When you contribute intellectual property arising from or connected with such participation (hereafter “Contributed Materials”), you grant The Song Foundry a non-exclusive and irrevocable licence to a) record any and all such Contributed Materials and b) distribute recordings containing your Contributed Materials in whole or in part, for any and all broadcasting, non-broadcasting, audio/visual and/or exhibition purposes in any manner or media, currently known or not yet discovered, in perpetuity throughout the world.
- iii) As part of delivering our educational content and events, The Song Foundry may edit, censor or otherwise alter any of your Contributed Materials in its sole discretion without consulting you or seeking your approval. The Song Foundry may utilize material featuring your Contributed Materials or not as we choose in our sole discretion without affecting the validity of these Terms and Conditions.
- iv) If you receive specific ideas or feedback as part of your involvement in of our courses or live events, anything you personally create remains your Intellectual Property in accordance with international copyright law, and The Song Foundry will never ask for any kind of credit or acknowledgement.
- v) If you share your songs with The Song Foundry for any reason, these are your materials and we will treat them confidentially. We will not share or publish any of these materials outside of what we need to do to deliver the program or event involving those materials, unless we have your prior written permission. At the same time, The Song Foundry cannot be held liable for the way anyone who is not an employee or contractor of The Song Foundry uses the materials you share with us.
- vi) If, as a participant in any class, workshop or other event at The Song Foundry, you are given access to other participants’ intellectual property (including a song or draft of a song) you must treat those materials confidentially and agree not to duplicate or share them without those participants’ explicit permission.

5. This Agreement

- i) This agreement is subject to the laws of New York State of The United States of America and both parties submit to the non-exclusive jurisdiction of the courts of New York State.
- ii) This agreement contains all terms and exists independently of and supersedes any statement made by The Song Foundry orally or in writing, on the website, in any brochure or elsewhere. This is the entire agreement between both parties.
- iii) While we may amend these terms and conditions in future, we will not restrict your right to access your purchased course materials, other than as outlined in this agreement, without your consent.
- iv) Nonetheless, we reserve the right to review and update these terms and conditions from time to time, where we believe such changes are necessary. By consenting to this agreement, you consent to any future changes to these terms and conditions that we deem necessary. We will make every reasonable effort to notify you of such changes in advance of them taking effect.

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