

Terms and Conditions

Musicplayonline.com

Musicplayonline.com is operated and available to users in all locations by Themes & Variations Inc., an Alberta, Canada based corporation. This Privacy Policy describes the information practices of Musicplayonline.com and it's parent company, Themes & Variations Inc.

1.1 A subscription to Musicplayonline.com entitles the subscriber to:

A – A **School Site License** provides one login that can be used by all designated teachers in one school. Teachers in the same system, but from different physical campuses must purchase separate licenses. This license includes a student login and password that can be used by all the students in the school.

Or

B – A **Teacher License** is one login that can be used by a music teacher that teaches in more than one school. This includes a student login and password that can be used by all the students that this teacher teaches. Teachers in the same system, but from different physical campuses must purchase separate licenses.

1.2 With the subscription, the teacher users may access all areas of the website. Students will have access to interactive activities, recorder, guitar and ukulele. This is subject to change.

1.3 They may download printable materials, that are licensed to them to use so long as they are subscribers. If a subscription is cancelled or expires, downloaded materials are no longer permitted to be used.

1.4 No downloading of movies from Musicplayonline.com is permitted.

1.5 If teachers need an accompaniment track for a performance, they can request an mp3 by emailing denise@musicplay.ca. These accompaniment tracks are licensed to the user so long as the user is a subscriber.

1.6 Musicplayonline.com reserves the right to reasonably change the contents of the curriculum, including the resequencing and contents at any time during the license period.

1.7 The effective term for each User License purchased hereunder shall be referenced on the User's receipt, invoice, quote, or purchase order unless stated otherwise. Each User License may be renewed for separate and successive years. The number of consecutive years purchased defines the term (sometimes referred to hereunder as the "Term").

1.8 Musicplayonline.com reserves the right to change the prices at any time for future products. The price stated on the User's invoice, quote, or purchase order is guaranteed for the term of this license, if executed within the active quote period

1.9 The minimum hardware requirements needed to operate the Musicplayonline.com are as follows:

- Mac or PC with 4 gigabytes of Random Access Memory minimum
- Projector or display screen suitable for classroom use
- Adobe Flash Software, Version 11.4 or better
- Any Internet browser capable of supporting the above Flash Version. We recommend using Google Chrome.
- Any Operating System that supports the above Flash Version, including but not limited to:
 - Mac: OSX 10.6 or above
 - PC: Windows XP or above

In order to maintain our high standards, these provisions may change, as technology improves.

1.10 The videos for Musicplayonline.com are hosted on Vimeo. Access to Vimeo must be available in the school to use the website.

1.11 The Accredited User acknowledges that Musicplayonline.com is an internet-based application and that access to a high-speed Internet connection is integral to the site's performance. Several factors can affect bandwidth including but not limited to: time of day, number of points of access, and service provider limitations, and that Musicplayonline.com cannot be held responsible for the quality of an end-user Internet Connection. The User agrees to maintain their system in line with the technological specifications above.

1.12 The User warrants that all Services under this Agreement are only for use in the authorized School (or for preparation for School lessons) and that such Service shall not be sold nor shall title thereto be transferred to other schools or districts, other homeschool co-op groups, retail music stores, or parties other than the license rights specifically set forth in this section. Themes & Variations shall retain all copyright, ownership right, title, and interest in the Service and any and all materials furnished to the Accredited User pursuant to this Agreement.

1.13 Except as otherwise authorized herein, the Accredited User agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service without the specific written permission of Themes & Variations.

1.14 The User is responsible for maintaining the confidentiality of the User's account identifier and password. The Accredited User shall be responsible for all uses of its account, whether or not authorized by the User. The User agrees to immediately notify Musicplayonline.com of any unauthorized use of its account or any other breach of

security. The User agrees to exit from its account after usual usage.

1.15 Musicplayonline.com warrants to the Accredited User that the Service purchased hereunder shall be free from defects in materials and workmanship and shall conform in all material respect to the specifications, provided the Service in question has been used in accordance with ordinary industry practices and conditions. Musicplayonline.com does not warrant that the operation of the service will be uninterrupted or error free and includes, but is not limited to bandwidth restrictions by school's provider, firewalls, server malfunctions and other problems. Whenever possible, Musicplayonline.com will forewarn all users of any planned outage for maintenance or acknowledged problem. The foregoing express warranties are limited to Musicplayonline.com and are not transferable and are in lieu of any other warranty by Musicplayonline.com with respect to Services furnished hereunder. Musicplayonline.com grants no other warranty, either express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose.

1.16 The rights and obligations of either party shall not be transferable without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. All obligations of the parties herein shall be binding upon their respective successors or assigns.

1.17 The Agreement shall be governed by, and its terms shall be construed in accordance with, the laws of the Province of Alberta. The exclusive venue for disputes hereunder shall be the provincial courts located in Red Deer, Alberta.

All notices hereunder shall be in writing and shall be deemed to have been duly given and shall be effective only upon receipt. A copy of all notices to Musicplayonline.com hereunder shall be sent to

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