



Terms of Service

Welcome to MusicFestivalSuite Services!

This is a contract (the "Agreement") between you (the "Subscriber" as defined in Section 3.1 of this Agreement) and WindyJMusic (the "Owner"). It spells out the terms and conditions which apply to your purchase and use, in any manner, of the MusicFestivalSuite application (the "Service"), as described in the MusicFestivalSuite website at www.musicfestivalsuite.com (the "Site").

You must accept the terms of this Agreement prior to ordering or using the Services. By clicking on the "I Accept" checkbox during the *Start a Subscription* process or by using the Services, you acknowledge that you have read this agreement and agree to be bound by and abide by the terms and conditions contained herein, including the Service's *Privacy Policy* as well as all policies and guidelines incorporated by reference, referred collectively as the "Terms".

The Owner reserves the right to change or modify this Agreement, and any policy or guideline incorporated by reference at any time and from time to time in its sole discretion, and to determine whether and when any such changes apply to both existing and future customers. Any changes or modification will be posted by the Owner and become effective upon posting of the revisions on the Site. The Owner will post a notice of such changes or modifications on the Site. You are responsible for regularly reviewing the Site to obtain timely notice of such changes or modifications. Your continued use of the Services following The Owner's posting of any changes or modifications will constitute your acceptance of such changes or modifications. If you do not agree to the terms of this agreement, do not click the "I Accept" checkbox. If you do not agree to the terms of any modification, do not continue to use the Services and immediately notify The Owner of your termination of this Agreement in the manner described in these Terms.

1 - MusicFestivalSuite Service Overview

The Owner offers a variety of features that are subject to the Terms ("Subscribed Services").

1. **Administrative Services.** The Owner offers as a component of the Service features that allow music festival organizers ("Administrative Users") to manage many facets of their festival, including communication, registration, scheduling, publishing, data management, among many other related features ("Administrative Services").
2. **User Services.** The Owner offers as a component of the Service features that allow other individuals who would participate in the activities offered by the Subscriber ("Festival Users") to participate thusly, including communication, registration, accounting and other data collection features ("User Services"). The Owner does not offer Payment Processing as part of the User Services and utilizes a Third Party for the processing of payments from such individuals, however the Owner does provide for integration with such Third Party services and accounting of such financial transactions as part of User Services.
3. **Support Services.** The Owner offers as a component of the Service online support for the use of the Service ("Support Services").
4. **Subscriber's Use of the Service.** The Subscriber's use of the Service includes in its entirety the use of any Administrative, User or Support Services.

2 - General Terms

1. **Term.** The Services provided pursuant to this Agreement are provided on fixed term basis, expiring on September 30 of every year ("Subscription End Date"), regardless of the date of commencement of this Agreement.
2. **Price.** The Owner reserves the right to determine pricing for the Service. The Owner will make reasonable efforts to keep pricing information published on the website up-to-date. The Owner may change the price of any feature of the Service; if this occurs, the Owner will provide the Subscriber advance notice of the changes before they apply. The Subscriber agrees to pay all fees and charges (and applicable taxes) incurred which relate to their use of the Service, in accordance with the rates established by the Owner and these Terms.
3. **Limitations.** The Owner reserves the right to limit certain components of the Service to ensure adequate provision of services. This includes temporary suspensions of Administrative Services or User Service to ensure the protection of data, or the temporary suspension or limitation of Support Services to ensure adequate provision of other Services, including the establishment of "Blackout Dates" for the provision of Support Services.
4. **Liability and Obligations of Termination due to non-renewal.** Should the Agreement expire or be terminated for any reason prior to the receipt of payment for a subsequent Agreement (Subscription Renewal), the Owner will not be liable to the Subscriber as a result of such expiration or termination. Without limiting the generality of the foregoing, the Owner shall have no obligation to retain any data, information or other content related to the Subscriber's use of the Service, and the Subscriber acknowledges that all such data, information and content may be immediately deleted by the Owner.

3 - License and Intellectual Property

1. **Definition of a Subscriber.** The Subscriber must be an organization, association, committee or other entity represented by an individual accepting these Terms on behalf of that organization, association, committee or entity. That individual warrants they are at least eighteen (18) years of age and have authority to bind that organization, association, committee or entity to these Terms. That individual further agrees on behalf of the organization, association, committee or other entity (or their representatives):
 - a. to be bound by these Terms;
 - b. to use the Service only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines; and
 - c. to have authority to make financial decisions for the Subscriber of the Service;An individual may represent multiple organizations, associations, committees or other entities meeting the definition above, however each such organization, association, committee or entity that uses the Service constitutes a separate Subscriber, and each Subscriber shall have their own Agreement with the Owner.
2. **Intellectual Property.** The Subscriber hereby acknowledges and agrees that all programs (in object code and source code form), data, services, processes, designs, technologies, materials and all other things comprising the Service are owned by and shall remain the sole property of the Owner and are protected by applicable copyrights, trademarks, patents, trade secrets and/or other proprietary rights and laws.
3. **User Service Data.** The Owner does not claim ownership of information, materials or other content (collectively, the "Content") that the Subscriber or anyone who utilizes the Subscribed Services posts, uploads, inputs, provides, submits or otherwise transmits while using the Subscribed Services. Additionally, the Subscriber retains responsibility for any intellectual property any Administrative User or Festival User posts, uploads, inputs, provides, submits or otherwise transmits to the Service, and accepts liability for the violation of any laws governing copyright, privacy legislation, or other laws applicable to the Subscriber's jurisdiction regarding such content.

4. **Limited License.** Subject to the Subscriber's complete and ongoing compliance with these Terms, the Owner grants the Subscriber solely for the Subscriber's use only a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service to which they have subscribed.
5. **License Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, the Subscriber may not:
 - a. reproduce, distribute, publicly display, or publicly perform the Service;
 - b. make modifications to the Service;
 - c. sublicense, sell or otherwise transfer the access granted under these Terms to the Service to another individual, organization, association, committee or other entity; or
 - d. interfere with or circumvent any feature of the Service, including any security or access control mechanism;
 - e. cause a reduction or interruption in the Service through inappropriate activity as directed by the Owner;
 - f. make a representation of the Owner in any way without the express consent of the Owner.
6. **Feedback.** If any Administrative User or Festival User using the Subscribed Services chooses to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service ("Feedback"), the Subscriber hereby grants the Owner an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.
7. **Customizations.** If any Subscriber, Administrative User or Festival User requests customizations to the Service ("Customizations"), the Subscriber hereby grants the Owner an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Customization in any manner and for any purpose, including to improve the Service and create other products and services.
8. **Responsibility for Use.** The Subscriber is responsible for use of the Services and the maintenance of all password(s) related to the Services. The Subscriber is solely responsible and liable for any and all activities that occur in respect of their use of the Service, including without limitation all activities of any users authorized by the Subscriber or using the Subscriber's passwords. The Subscriber is also responsible for maintaining the confidentiality of all passwords related to their use of the Service. The Subscriber agrees to immediately notify the Owner of any unauthorized use of the Service or their passwords or of any other breach of security and to provide assistance to the Owner, as requested, to stop and/or remedy any breach of security.
9. **Copyrighted Content and Legislative Requirements.** The Subscriber is responsible for ensuring that any Content shall not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.

4 - Indemnification

1. **No Waiver.** The failure of the Owner to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the Subscriber and the Owner nor trade practice shall act to modify any provision of this Agreement.
2. **Exclusion of Liability.** Notwithstanding any other provision of this agreement, in no event shall the Owner, its directors, agents or employees be liable for any direct, indirect, special, incidental, consequential or punitive damages or any other damages or losses whatsoever arising directly or indirectly from or related to this agreement or the Service regardless of the damages or losses.
3. **Responsible Use By Subscriber.** The Subscriber hereby acknowledges and agrees that their use of the Service must not prohibit effective use of the Service by the Owner or other clients that use the same Service. To that effect, the Subscriber agrees that any directives issued by the Owner to the Subscriber to ensure such responsible use is maintained will be adhered to, whether with regard to Administrative Services, User Services or Support Services.

4. **Interruption of Service.** The Subscriber hereby acknowledges and agrees that the Owner and its suppliers will not be liable for any temporary delay, outages or interruptions of the Service. Further, the Owner shall not be liable for any delay or failure to perform its obligations under this Agreement, where such delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications or third-party supplier failure).
5. **Indemnity to the Owner.** The Subscriber hereby releases, holds harmless and agrees to indemnify the Owner, its directors, agents or employees against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by the Owner, its directors, agents or employees arising out of or relating to the Subscriber's
 - a. violation or breach of any term, condition, representation or warranty of this Agreement, or any applicable policy;
 - b. improper or illegal use the Services; or
 - c. violation, alleged violation, or misappropriation of any intellectual property right (including, without limitation, trademark, copyright, patent, trade secrets) or non-proprietary right of a third party (including, without limitation, defamation, libel, violation of privacy or publicity).
6. **Warranty and Disclaimer.** The Owner warrants that the Service will be provided by qualified personnel in a professional manner. The Owner disclaims all other warranties, express or implied, including the warranties of merchantability, durability and fitness for a particular, or any, purpose and the Service are provided on an as is and as available basis. Although the Owner will use commercially reasonable measures to maintain the security of the Service, the Owner assumes no responsibility for the effectiveness of security measures provided by the Owner.
7. **Disclosure Rights.** To comply with applicable laws and lawful governmental requests, to protect the Owner's systems and customers, or to ensure the integrity and operation of The Owner's business and systems, the Owner may access and disclose any information it considers necessary or appropriate, including, without limitation, Festival User Content (i.e., name, e-mail address, etc.), IP addressing and traffic information, usage history, and content associated the Service. The Owner also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties.
8. **Privacy Policy.** The Owner shall maintain a Privacy Policy, available on the Site at all times, which constitutes an addendum to and component of this Agreement.

5 - Termination

1. **Termination by Expiration.** This Agreement concludes on the Subscription End Date. Failure to renew this Agreement for a subsequent fixed term by submitting payment as per section 2.2 of this Agreement may result in a removal of access to the Service. Additionally, the Owner reserves the right to not offer a new Agreement for a subsequent fixed term at the Owner's discretion.
2. **Any other Termination of Agreement.** Either party may at any time terminate this Agreement prior to the expiry of the fixed term. The Subscriber must provide the Owner with notice of termination in writing by direct email communication. Any notice of termination will be effective immediately upon the Owner's receipt thereof. Notice on the part of the Owner shall be provided by way of an email from the Owner to the email address most recently provided by the Subscriber, including a date upon which the termination will become effective. In the event of serious breach of this Agreement, the Owner is not obligated to provide a termination date, and the date of termination may be effective immediately upon the provision of such notification.

These Terms of Service are current as of July 15, 2023.