

3-4664 Riverside Drive
Red Deer, AB T4N-6Y5
Phone/Fax: 1-888-562-4647
Email orders to: sales@musicplay.ca

DATE:	July 29, 2020
Valid Until:	29-Jan-21
Prepared By:	Bryan Mildenberger
Contact:	Bryan@Musicplay.ca

Attn: Heidi Kesselring
Boone County Schools
8330 US Highway 42
Florence, KY 41042
Contact: 859.283.1003
Contact: heidi.kesselring@boone.kyschools.us

TERMS & CONDITIONS

1. Prices are listed in USD Dollars.
2. This quote is valid only when purchasing directly through Themes & Variations Inc. and does not extend to purchasing through a dealer.
3. A school licence lets all teachers at one school share one MusicplayOnline account.
4. A teacher licence gives one teacher access to the resource in multiple schools.
5. Professional development on the program is available - no fee, travel cost approx. \$1200.
6. PD via Skype or Google Hangout webinars - available anytime for free

Thank You For Your Business!



Terms and Conditions

Teacher License

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 **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. This is subject to change.

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 Teacher License purchased hereunder shall be referenced on the User's receipt, invoice, quote, or purchase order unless stated otherwise. Each Teacher 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 Teacher'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
- We recommend using Google Chrome as the web browser.
- Any Operating System 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 or on Sprout. If Vimeo is blocked by a school district, the default player is Sprout.

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 Schools (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. 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

Themes & Variations

#3-4664 Riverside Drive

Red Deer, AB T4N 6Y5

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School License

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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.

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 Teachers in the school 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.

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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 School is responsible for maintaining the confidentiality of the school's account identifier and password. The school agrees to immediately notify Musicplayonline.com of any unauthorized use of its account or any other breach of security.

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.

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Themes & Variations
#3-4664 Riverside Drive
Red Deer, AB T4N 6Y5

From: Melvin, Regina
Sent: Saturday, July 25, 2020 5:48 PM
To: Kesselring, Heidi
Subject: Musicplayonline

Musicplayonline

Privacy Policy

PRIVACY POLICY

Last updated March 26, 2020

Thank you for choosing to be part of our community at Themes & Variations Inc., doing business as Musicplay (“**Musicplay**”, “**we**”, “**us**”, or “**our**”). We are committed to protecting your personal information and your right to privacy. If you have any questions or concerns about our policy, or our practices with regards to your personal information, please contact us at support@musicplay.ca.

When you visit our website <https://musicplayonline.com>, and use our services, you trust us with your personal information. We take your privacy very seriously. In this privacy policy, we seek to explain to you in the clearest way possible what information we collect, how we use it and what rights you have in relation to it. We hope you take some time to read through it carefully, as it is important. If there are any terms in this privacy policy that you do not agree with, please discontinue use of our Sites and our services.

This privacy policy applies to all information collected through our website (such as <https://musicplayonline.com>), and/or any related services, sales, marketing or events (we refer to them collectively in this privacy policy as the “**Services**”).

Please read this privacy policy carefully as it will help you make informed decisions about sharing your personal information with us.

1. WHAT INFORMATION DO WE COLLECT?

Personal information you disclose to us

***In Short:** We collect personal information that you provide to us.*

We collect personal information that you voluntarily provide to us when registering at the Services expressing an interest in obtaining information about us or our products and services, when participating in activities on the Services (such as posting messages in our online forums or entering competitions, contests or giveaways) or otherwise contacting us.

The personal information that we collect depends on the context of your interactions with us and the Services, the choices you make and the products and features you use. The personal information we collect can include the following:

- **Publicly Available Personal Information.** We collect first name, maiden name, last name, and nickname; email addresses; and other similar data.
- **Personal Information Provided by You.** We collect school address (name, town/city, province/territory, country); and other similar data.
- **Payment Data.** We collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number), and the security code associated with your payment instrument. All payment data is stored by Paypal. You may find their privacy policy link(s) here: <https://www.paypal.com/ca/webapps/mpp/ua/privacy-full>.

All personal information that you provide to us must be true, complete and accurate, and you must notify us of any changes to such personal information.

Information automatically collected

***In Short:** Some information — such as IP address and/or browser and device characteristics — is collected automatically when you visit our Services.*

We automatically collect certain information when you visit, use or navigate the Services. This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our Services and other technical information. This information is primarily needed to maintain the security and operation of our Services, and for our internal analytics and reporting purposes.

Like many businesses, we also collect information through cookies and similar technologies.

Online Identifiers. We collect devices; tools and protocols, such as IP (Internet Protocol) addresses; cookie identifiers, or others such as the ones used for analytics and marketing; and other similar data.

2. HOW DO WE USE YOUR INFORMATION?

***In Short:** We process your information for purposes based on legitimate business interests, the fulfillment of our contract with you, compliance with our legal obligations, and/or your consent.*

We use personal information collected via our Services for a variety of business purposes described below. We process your personal information for these purposes in reliance on our legitimate business interests, in order to enter into or perform a contract with you, with your consent, and/or for compliance with our legal obligations.

We indicate the specific processing grounds we rely on next to each purpose listed below.

We use the information we collect or receive:

- **To facilitate account creation and logon process.** If you choose to link your account with us to a third party account (such as your Google or Facebook account), we use the information you allowed us to collect from those third parties to facilitate account creation and logon process for the performance of the contract.
- **To send administrative information to you.** We may use your personal information to send you product, service and new feature information and/or information about changes to our terms, conditions, and policies.
- **Fulfill and manage your orders.** We may use your information to fulfill and manage your orders, payments, returns, and exchanges made through the Services.
- **Request Feedback.** We may use your information to request feedback and to contact you about your use of our Services.
- **To protect our Services.** We may use your information as part of our efforts to keep our Services safe and secure (for example, for fraud monitoring and prevention).

- **To enable user-to-user communications.** We may use your information in order to enable user-to-user communications with each user's consent.
- **To enforce our terms, conditions and policies for Business Purposes, Legal Reasons and Contractual.**
- **To respond to legal requests and prevent harm.** If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.
- **To manage user accounts.** We may use your information for the purposes of managing our account and keeping it in working order.
- **To deliver services to the user.** We may use your information to provide you with the requested service.
- **To respond to user inquiries/offer support to users.** We may use your information to respond to your inquiries and solve any potential issues you might have with the use of our Services.
- **For other Business Purposes.** We may use your information for other Business Purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Services, products, marketing and your experience. We may use and store this information in aggregated and anonymized form so that it is not associated with individual end users and does not include personal information. We will not use identifiable personal information without your consent.

3. WILL YOUR INFORMATION BE SHARED WITH ANYONE?

***In Short:** We only share information with your consent, to comply with laws, to provide you with services, to protect your rights, or to fulfill business obligations.*

We may process or share data based on the following legal basis:

- **Consent:** We may process your data if you have given us specific consent to use your personal information in a specific purpose.
- **Legitimate Interests:** We may process your data when it is reasonably necessary to achieve our legitimate business interests.
- **Performance of a Contract:** Where we have entered into a contract with you, we may process your personal information to fulfill the terms of our contract.
- **Legal Obligations:** We may disclose your information where we are legally required to do so in order to comply with applicable law, governmental requests, a judicial proceeding, court order, or legal process, such as in response to a court order or a subpoena (including in response to public authorities to meet national security or law enforcement requirements).
- **Vital Interests:** We may disclose your information where we believe it is necessary to investigate, prevent, or take action regarding potential violations of our policies, suspected fraud, situations involving potential threats to the safety of any person and illegal activities, or as evidence in litigation in which we are involved.

More specifically, we may need to process your data or share your personal information in the following situations:

- **Vendors, Consultants and Other Third-Party Service Providers.** We may share your data with third party vendors, service providers, contractors or agents who perform services for us or on our behalf and require access to such information to do that work. Examples include: payment processing, data analysis, email delivery, hosting services, customer service and marketing efforts. We may allow selected third parties to use tracking technology on the Services, which will enable them to collect data about how you interact with the Services over time. This information may be used to, among other things, analyze and track data, determine the popularity of certain content and better understand online

activity. Unless described in this Policy, we do not share, sell, rent or trade any of your information with third parties for their promotional purposes. We have contracts in place with our data processors. This means that they cannot do anything with your personal information unless we have instructed them to do it. They will not share your personal information with any organisation apart from us. They will hold it securely and retain it for the period we instruct.

- **Business Transfers.** We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.
- **Affiliates.** We may share your information with our affiliates, in which case we will require those affiliates to honor this privacy policy. Affiliates include our parent company and any subsidiaries, joint venture partners or other companies that we control or that are under common control with us.

4. WHO WILL YOUR INFORMATION BE SHARED WITH?

***In Short:** We only share information with the following third parties.*

We only share and disclose your information with the following third parties. We have categorized each party so that you may be easily understand the purpose of our data collection and processing practices. If we have processed your data based on your consent and you wish to revoke your consent, please contact us.

- **Content Optimization:** YouTube video embed, Vimeo video and SproutVideo
- **Data Backup and Security:** DigitalOcean
- **Functionality and Infrastructure Optimization:** DigitalOcean
- **Invoice and Billing:** PayPal
- **Web and Mobile Analytics:** Google Analytics and Google Tag Manager
- **Website Hosting:** DigitalOcean
- **Website Performance Monitoring:** New Relic

5. DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?

***In Short:** We may use cookies and other tracking technologies to collect and store your information.*

We may use cookies and similar tracking technologies (like web beacons and pixels) to access or store information. Specific information about how we use such technologies and how you can refuse certain cookies is set out in our Cookie Policy.

6. IS YOUR INFORMATION TRANSFERRED INTERNATIONALLY?

***In Short:** We may transfer, store, and process your information in countries other than your own.*

Our servers are located in United States. If you are accessing our Services from outside United States, please be aware that your information may be transferred to, stored, and processed by us in our facilities and by those third parties with whom we may share your personal information (see “3. WILL YOUR INFORMATION BE SHARED WITH ANYONE?” above), in and other countries.

If you are a resident in the European Economic Area, then these countries may not have data protection or other laws as comprehensive as those in your country. We will however take all necessary measures to protect your personal information in accordance with this privacy policy and applicable law.

7. HOW LONG DO WE KEEP YOUR INFORMATION?

In Short: We keep your information for as long as necessary to fulfill the purposes outlined in this privacy policy unless otherwise required by law.

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy policy, unless a longer retention period is required or permitted by law (such as tax, accounting or other legal requirements). No purpose in this policy will require us keeping your personal information for longer than the period of time in which users have an account with us.

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

8. HOW DO WE KEEP YOUR INFORMATION SAFE?

In Short: We aim to protect your personal information through a system of organizational and technical security measures.

We have implemented appropriate technical and organizational security measures designed to protect the security of any personal information we process. However, please also remember that we cannot guarantee that the internet itself is 100% secure. Although we will do our best to protect your personal information, transmission of personal information to and from our Services is at your own risk. You should only access the services within a secure environment.

9. DO WE COLLECT INFORMATION FROM MINORS?

In Short: We do not knowingly collect data from or market to children under 18 years of age.

We do not knowingly solicit data from or market to children under 18 years of age. By using the Services, you represent that you are at least 18 or that you are the parent or guardian of such a minor and consent to such minor dependent's use of the Services. If we learn that personal information from users less than 18 years of age has been collected, we will deactivate the account and take reasonable measures to promptly delete such data from our records. If you become aware of any data we have collected from children under age 18, please contact us at support@musicplay.ca.

10. WHAT ARE YOUR PRIVACY RIGHTS?

In Short: In some regions, such as the European Economic Area, you have rights that allow you greater access to and control over your personal information. You may review, change, or terminate your account at any time.

In some regions (like the European Economic Area), you have certain rights under applicable data protection laws. These may include the right (i) to request access and obtain a copy of your personal information, (ii) to request rectification or erasure; (iii) to restrict the processing of your personal information; and (iv) if applicable, to data portability. In certain circumstances, you may also have the right to object to the processing of your personal information. To make such a request, please use the contact details provided below. We will consider and act upon any request in accordance with applicable data protection laws.

If we are relying on your consent to process your personal information, you have the right to withdraw your consent at any time. Please note however that this will not affect the lawfulness of the processing before its withdrawal.

If you are resident in the European Economic Area and you believe we are unlawfully processing your personal information, you also have the right to complain to your local data protection supervisory authority. You can find their contact details here: http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm.

If you have questions or comments about your privacy rights, you may email us at support@musicplay.ca.

Account Information

If you would at any time like to review or change the information in your account or terminate your account, you can:

- Contact us using the contact information provided.
- Log into your account settings and update your user account.

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, some information may be retained in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with legal requirements.

Cookies and similar technologies: Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Services. To opt-out of interest-based advertising by advertisers on our Services visit <http://www.aboutads.info/choices/>.

Opting out of email marketing: You can unsubscribe from our marketing email list at any time by clicking on the unsubscribe link in the emails that we send or by contacting us using the details provided below. You will then be removed from the marketing email list – however, we will still need to send you service-related emails that are necessary for the administration and use of your account. To otherwise opt-out, you may: Contact us using the contact information provided.

11. DATA BREACH

A privacy breach occurs when there is unauthorized access to or collection, use, disclosure or disposal of personal information. You will be notified about data breaches when Themes & Variations Inc. believes you are likely to be at risk or serious harm. For example, a data breach may be likely to result in serious financial harm or harm to your mental or physical well-being. In the event that Themes & Variations Inc. becomes aware of a security breach which has resulted or may result in unauthorized access, use or disclosure of personal information Themes & Variations Inc. will promptly investigate the matter and notify the applicable Supervisory Authority not later than 72 hours after having become aware of it, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons.

12. CONTROLS FOR DO-NOT-TRACK FEATURES

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track (“DNT”) feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. No uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy policy.

13. DO CALIFORNIA RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS?

In Short: Yes, if you are a resident of California, you are granted specific rights regarding access to your personal information.

California Civil Code Section 1798.83, also known as the “Shine The Light” law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with the Services, you have the right to request removal of unwanted data that you publicly post on the Services. To request removal of such data, please contact us using the contact information provided below, and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Services, but please be aware that the data may not be completely or comprehensively removed from our systems.

14. DO WE MAKE UPDATES TO THIS POLICY?

In Short: Yes, we will update this policy as necessary to stay compliant with relevant laws.

We may update this privacy policy from time to time. The updated version will be indicated by an updated “Revised” date and the updated version will be effective as soon as it is accessible. If we make material changes to this privacy policy, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy policy frequently to be informed of how we are protecting your information.

15. HOW CAN YOU CONTACT US ABOUT THIS POLICY?

If you have questions or comments about this policy, you may email us at support@musicplay.ca or by post to:
Themes & Variations Inc.
3-4664 Riverside Drive
Red Deer, Alberta T4N 6Y5
Canada

HOW CAN YOU REVIEW, UPDATE, OR DELETE THE DATA WE COLLECT FROM YOU?

Based on the laws of some countries, you may have the right to request access to the personal information we collect from you, change that information, or delete it in some circumstances. To request to review, update, or delete your personal information, please visit: <https://musicplayonline.com/help>. We will respond to your request within 30 days.

Sent from my iPhone