

Terms and Conditions

Welcome to A Time to Create!

These Terms of Use govern your use of atimetocreate.com and the services we provide (collectively, “Services”), which are owned and operated by A Time to Create, LLC. (“A Time to Create”). By accessing or using our Services, any person who accesses or uses the Site (“you” or “your”) agrees to be bound by the following Terms of Use and by our Privacy Policy available at www.atimetocreate.com/privacy which is incorporated here by reference.

The Services are offered subject to your acceptance without modification of these Terms of Use. If you do not agree to these Terms of Use, you may not access or otherwise use the Services.

We reserve the right, at our discretion, to change these terms in the future. When we do, we will notify you by updating the date of these Terms of Use and posting it on this page of our site. We will also notify you by email of any material changes to these Terms of Use. Your continued access or use of the Services following any changes to the Terms of Use constitutes your acceptance of those changes.

SERVICES

A Time to Create operates a web-based and in person platform that delivers content and provides therapists, counselors, small group facilitators, educators and administrators of educational institutions—as well as parents if they are the adults setting up accounts for their children to use at home—with insight into their students’ performance. In order to access and use portions of the Services, you will be required to sign up for an account. A Time to Create also offers the option for schools and/or districts to purchase an A Time to Create online songwriting mini-lesson School Account that includes, but is not limited to, unlimited classroom sizes, and dedicated support. If you sign up for an A Time to Create School Account to use the Services on behalf of your educational institution, you will be required to agree to additional terms and conditions as the authorized representative of such educational institution. If an individual purchases an individual 1-1 virtual songwriting session, service will only be provided for that individual listed at sign up. That applies to small group and in person songwriting sessions and class sessions.

RESTRICTIONS

In compliance with the Children’s Online Privacy Protection Act (COPPA), we do not knowingly request or collect personally identifiable information from users under 13 years of age. A Time to Create collects personal information about students when it is provided by a parent or a school representative authorized to share the student’s information. If you provide a child with access to the Services, you represent and warrant that you are the parent or legal guardian, or the educator or administrator of an educational institution and have obtained the necessary consents from the parent or legal guardian to provide such access.

INTELLECTUAL PROPERTY

We retain all right, title, and interest in and to the Services, which are protected by applicable intellectual property laws, including United States and foreign copyright and trademark laws. No portion of the Services, including the trademarks and service marks, may be used, displayed or reproduced

without the prior written consent from A Time to Create, LLC. You may not share or reproduce any portion of the Services outside of the Services or in any public forum.

A Time to Create, LLC®, AT2Cme® are trademarks and service marks owned by A Time to Create. You may not use, display or reproduce them without the prior written consent of A Time to Create. Further, you may not remove, obscure, or otherwise modify any copyright, trademark, confidentiality or other proprietary rights notices displayed on, embedded in, or otherwise appearing in any content offered by, viewed on, or received through this site or through the services. All other trademarks identified and contained on this site or within the Services are the property of their respective owners and their use herein does not imply sponsorship or endorsement of their products or services.

PASSWORDS AND SECURITY

Some portions of the Services may be restricted to registered users or a subset of users, e.g. A Time to Create School Account holders. When you register for access to such restricted Services, you agree to submit and maintain accurate and complete information. If we suspect that your information is untrue, inaccurate, out-of-date, or incomplete, we may suspend or terminate your access to the Services or request additional information from you. When registering for access to restricted portions of the Services, you may be asked to select a personal, non-transferable password. You may also be asked to provide information that we will use to confirm your identity in the event you submit a request for a lost or forgotten username or password. You are solely responsible for all activities that occur under your password-protected account and for ensuring the protection of your account information. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security that is known or suspected by you. Password-protected accounts may not be shared or used by more than one individual. You agree that we may send to you in electronic form any notices or other communications regarding the Services.

USER SUBMISSIONS

A Time to Create does not solicit creative ideas or suggestions relating to products or marketing plans via products or Services. If you do send such materials, including any concepts, know-how, notes, drawings or techniques, A Time to Create shall be free to use them for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products. A Time to Create, LLC shall not be liable to you or to any person claiming any commercial or non-commercial rights related to our use or disclosure of any submission.

LICENSES

For the online services A Time to Create grants you a limited, personal, non-exclusive, non-transferable, revocable license to access and use the Services for your personal, non-commercial use.

USER REPRESENTATIONS

By using and/or signing up for the Services, you represent that:

You are an adult, parent or legal guardian or you are a school or district employee authorized by your education institution to create an account for the Services; You will use the Services in compliance with all applicable laws and regulations; Your registration information is accurate;

You will keep your account credentials, including your user name and password, confidential and will be responsible for all use of your account. If you suspect any unauthorized use of your account, please contact us at emoremusic@gmail.com.

If you create an account on behalf of any student or individual, you represent that you are authorized to accept these Terms of Use on their behalf, and agree to be responsible for ensuring that those student users comply with these Terms of Use.

In addition, you will not: Infringe on our or any third party's intellectual property or other proprietary personal or legal rights; Obtain or attempt to obtain unauthorized access to our systems, materials or information; Impersonate another user, misrepresent your affiliation with a person or entity, or attempt to hide your identity;

Upload, post or otherwise transmit content that contains personally identifying information (including, but not limited to actual names, phone numbers, mailing addresses or e-mail addresses), derogatory, harmful, abusive, defamatory or unlawful content, content that is invasive of another's privacy or otherwise objectionable or commercial in nature;

Use the Services in any manner that could damage, disable, impair or overburden the Services; Use the Services to gain any competitive advantage over A Time to Create;

Reproduce, rent, sell, modify, translate, decompile, disassemble, reverse engineer or create derivative works of the Services; or Circumvent or disable any security or technological features or measures that protect the Services.

NO WARRANTIES

The Services are provided "as is". A Time to Create makes no representations or warranties about the reliability, quality, suitability, availability, accuracy or completeness of the Services, and is not subject to liability for any delays or interruptions, viruses or other harmful components. You agree that your use of the Services is at your own risk. We reserve the right to modify, suspend or discontinue the Services at any time without notice. We further reserve the right, at any time without prior notice, to terminate your account and use of the Services for lack of use or if A Time to Create believes that you have violated these Terms of Use. You agree that we shall not be liable to you or any third party for such actions.

LIMITATIONS OF LIABILITY

In no event shall A Time to Create or its affiliates, or any of their respective directors, officers, employees, agents, representatives and suppliers (or their respective successors and assigns) be liable to you or any third party in contract, tort (including negligence) or otherwise for any direct, indirect, consequential, special, incidental or putative damages, including, but not limited to, loss of use, service interruptions and loss of data, regardless of whether these parties had advance notice of the possibility of any such damages.

INDEMNITY

To the extent that state law allows, you agree to indemnify and hold A Time to Create and its directors, officers, employees and agents harmless from any loss, damage, liability or demand, including

reasonable attorneys' fees, arising out of, resulting from or connected with the use of the Services and/or arising from your breach of these Terms of Use. We reserve the right to assume the exclusive defense and control of any matter for which you are required to indemnify us. You agree to cooperate with any reasonable requests to assist us in our defense of such matters.

RELEASE

In the event that you have a dispute with any user(s) of the Services, you release A Time to Create and its directors, officers, employees and agents from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

LINKS

We may provide links to other Web sites or resources. These links are provided solely as a convenience to you and inclusion of such links does not represent an endorsement by A Time to Create. We are not responsible for the content of any linked websites or resources, and make no representations regarding the accuracy of such websites or resources.

HYPERLINKING TO OUR CONTENT

The following organizations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
- System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;

- internet portals;
- accounting, law and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of A Time to Create, LLC; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an e-mail to A Time to Create, LLC. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of A Time to Create, LLC's logo or other artwork will be allowed for linking absent a trademark license agreement.

iFrames

Without prior approval and written permission, you may not create frames around our Webpages that alter in any way the visual presentation or appearance of our Website.

COOKIES

We employ the use of cookies. By accessing A Time to Create, you agreed to use cookies in agreement with the A Time to Create, LLC's Privacy Policy.

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

NOTICE

By using the Services, you consent to receiving electronic communications from A Time to Create providing notices about your account and information concerning or related to the Services. You agree

that any notice, agreements, disclosure, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

**If any portion of these terms is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law to the greatest extent possible and the remainder of the provisions shall remain in full force and effect. A Time to Create controls and operates the Services from its offices in Atlanta, GA, United States of America and makes no representation that these materials are appropriate or available for use in other locations including, but not limited to, outside the United States of America. **

QUESTIONS

Please direct any questions regarding these Terms of Use to: emoremusic@gmail.com