

Rising Moon Music Terms of Service and Privacy Policy

1. Acceptance of Terms

Rising Moon Music (referred to as “Company,” “us” or “we”), provides the Rising Moon Music website (<https://risingmoonmusic.com/>) (referred to as the “Site”), as well as customized studio recording and producing services (collectively referred to as “Offerings”), subject to your compliance with the following Terms and Conditions of Use and Privacy Policy (“Terms”), as well as any other agreement(s) between us and you.

We reserve the right to change these Terms from time to time with or without **notice** to you. You acknowledge and agree that it is your responsibility to periodically review this Site and these Terms. Your continued use of this Site and Offerings after such modifications will constitute acknowledgement and acceptance of the modified Terms.

As used in these Terms, references to our “Affiliates” include our owners, licensees, assigns, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Site and/or contents and Offerings available on this Site.

BY USING THIS SITE AND OFFERINGS ON THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS, PLEASE EXIT THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS SITE, PRODUCTS, OFFERINGS OR OFFERINGS AVAILABLE ON THIS SITE, OR THESE TERMS IS TO CEASE USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS, OFFERINGS OR OFFERINGS.

2. Offerings

Offerings. Company provides a number of Offerings for users of its Site, contingent upon adherence to both these Terms and those contained in the Rising Moon Music Track Commission & Services Agreement. A full list of Offerings provided can be viewed on our Services Page (<https://risingmoonmusic.com/services-2/>).

No Guarantee. Although Company works hard to provide quality Offerings, you understand and acknowledge that we cannot promise or guarantee specific results from using the Site or Offerings available on this site.

Temporary Interruptions. You understand and agree that temporary interruptions of the Site may occur as normal events that are out of our control. You also understand and agree that we have no control over the third-party networks or service(s) that we may use to provide you with Offerings. You agree that the Offerings available on this Site are provided “AS IS” and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings that may be offered through the Site.

3. Payment

Fees. If you choose to purchase one or more of the Offerings provided on our Site, you agree to pay all fees associated with the Offerings pursuant to the Rising Moon Music Track Commission & Services Agreement and any associated invoices or amendments thereto.

Any charges incurred by your purchase or use of the Offerings, will be billed pursuant to the method of payment we have on file. In the event you sign up for a service that is ongoing and incurs reoccurring charges (such as a subscription), such charges will be billed in advance of service. You agree to provide us with accurate and complete billing information, including valid credit card information, your name, address and telephone number, and to provide us with any changes in such information within seven (7) days of the change.

Overdue Amounts. If, for any reason, your selected payment provider declines or otherwise refuses to pay the amount owed for the Offerings you have purchased, you agree that we may, at our option, suspend or terminate performance of Offerings or delivery of products and may require you to pay any overdue amounts incurred (including any third-party chargeback fees or penalties) by other means acceptable to us. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

4. Site Conduct, Posting Policies & Third Party Websites

User Guidelines: You are solely responsible for your use of the Site, which is subject to all applicable laws and regulations, and you agree to refrain from any such use that is:

- is unlawful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, tortious, invasive of another's privacy, or includes graphic descriptions of sexual or violent content;
- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- consists of unsolicited advertising, junk or bulk email (also known as "spam"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- contains any form of malicious code, files, or programs that are designed or intended to disrupt, damage, or limit the functionality of any software, hardware, or telecommunications equipment or otherwise causes damage, or allows you to obtain unauthorized access to any data or other information of any third party;
- breaches the security of, compromises or otherwise allows access to secured, protected or inaccessible areas of this Site, or attempts to gain access to other network or server via your account on this Site;
- impersonates any person or entity, including any of our employees or representatives.

Third-Party Sites and Information. This Site may redirect or link to other websites on the Internet, or may otherwise include references to information, products or services made available by unaffiliated third parties. While we make every effort to work with trusted, reputable providers, from time to time such sites may contain information, material or policies that some

may find inappropriate or personally objectionable. You understand that we are not responsible for the accuracy, completeness, decency or legality of content hosted by third party websites, nor are we responsible for errors or omissions in any references made on those websites. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with the Site or party by us, or any warranty of any kind, either express or implied.

Promotions. From time to time, this Site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services by those third parties, and any other terms, conditions, warranties or representations associated therewith, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

5. Company Intellectual Property

Content. For purposes of these Terms, “content” is defined as any information, communications, software, published works, photos, video, graphics, music, sounds, or other material that can be viewed by users on our Site and is owned by Company or its Affiliates.

Ownership of Content. By accepting these Terms, you agree that all content presented to you on this Site is protected by any and all intellectual property and/or other proprietary rights available within the United States, and is the sole property of Company or its Affiliates. The following are registered trademarks, trademarks or service marks of Company or its Affiliates/ All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of Company or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of Company or its Affiliates.

Limitations on Use of Content. Except for a single copy made for personal use, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any content from this Site in any form or by any means whatsoever without prior written permission from us. Any unauthorized use of Site content violates our intellectual property interests and could result in criminal or civil penalties.

No Warranty for Third-Party Infringement. Neither we or our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this Site will not infringe the rights of third parties.

6. Content You Create.

Your Intellectual Property Rights. Subject to these Terms, any communication or material that you transmit to this Site or to us not subject to the Rising Moon Music Track Commission & Services Agreement, whether by email or other means, for any reason, will be treated as non-confidential and non-proprietary user content (“User Content”). While you retain all rights to the User Content, you grant us (including our employees and Affiliates), a non-exclusive, paid-up,

perpetual, and worldwide right to copy, distribute, display, publish, translate, adapt, modify, and otherwise use the User Content for any purpose whatsoever, regardless of the form or medium in which it is used.

Confidential Information. As stated above, all User Content sent by you to us will be treated as non-confidential and non-proprietary (subject to our privacy policy). Please do not submit confidential or proprietary information to us (including patentable ideas, new content suggestions or business proposals) unless we have mutually agreed in writing otherwise. Ideas that we receive unsolicited will be treated as property owned by the Company and will not be returned to you.

7. Disclaimer

ALL CONTENT AND OFFERINGS ON THIS SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE CONTENT OR OFFERINGS WILL MEET YOUR REQUIREMENTS, (B) THE CONTENT, OFFERINGS OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CONTENT OR OFFERINGS OFFERED WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY CONTENT OR OFFERINGS PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE CONTENT AND OFFERINGS AT THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS OR OFFERINGS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE CONTENT OR PRODUCTS AVAILABLE AT THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT OR PRODUCTS. THE USE OF THE OFFERINGS OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY PRODUCTS OR CONTENT THROUGH THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH A THIRD PARTY, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY OFFERINGS OR CONTENT AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE THE SITE, INCLUDING ANY OFFERINGS OR FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, CHANGES IN THE PRICING STRUCTURE, THE ADDITION OF FREE OR FEE-BASED SERVICES, OR CHANGES TO LIMITATIONS ON ALLOWABLE CONTENT, FILE SIZES OR FILE TYPES. ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE THEN-CURRENT OFFERINGS ON THIS SITE SHALL ALSO BE SUBJECT TO THESE TERMS OF USE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

8. Limitation of Liability & Indemnification

Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms and your use of this Site shall be limited to the amount you paid us for Offerings purchased on the Site during the six (6) month period before the act giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFIT LOSS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY PROMISES REGARDING OUR OFFERINGS OR CONTENT OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH THE THIRD PARTY THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

You agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorneys' fees that may arise from your use or misuse of this Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

11. Termination of Use

Grounds for Termination. You agree that we may, at our sole discretion, terminate or suspend your access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for barring your access to this Site, and reporting you to the proper authorities, if necessary.

No Right to Offerings Upon Termination. Upon termination and regardless of the reason(s) motivating such termination, your right to use the Offerings available on this Site will immediately cease. We shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 1 and 3-10 of these Terms, as well as your liability for any unpaid fees, shall survive any termination.

12. Privacy Policy

We recognize that your privacy is important. This section of the Terms (the “Privacy Policy” or “Policy”) discloses the privacy practices for the Site, as well as related products and services we may offer to you. This Policy also covers how personal and other information that we receive or collect about you is treated. Please read the information below to learn the following regarding your use of this Site.

Right to Amend. We reserve the right to change this Policy from time to time. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your account, by placing a prominent notice on our site, and by updating any privacy information on this page. Your continued use of the Site and or Offerings available through this Site after such modifications will constitute your: (a) acknowledgment of the modified Policy; and (b) your agreement to abide and be bound by that Policy. If you have any questions about this Policy, please feel free to contact us at: 14900 Magnolia Blvd. #55782 Sherman Oaks, CA 91413-7098, or (818) 305-5602. **IMPORTANT: BY USING THE SITE AND/OR OFFERINGS AVAILABLE ON THIS SITE, YOU GIVE YOUR CONSENT THAT ALL PERSONAL DATA THAT YOU SUBMIT MAY BE PROCESSED BY US IN THE MANNER AND FOR THE PURPOSES DESCRIBED BELOW. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SITE.**

Types of Information We Collect. In order to better provide you with our services, we collect two types of information about our users: Personally Identifiable Information (“PII”) and Aggregate Information (“AI”). PII refers to information that lets us know the specifics of who you are. When you engage in certain activities on this Site, we may ask you to provide certain information about yourself. Examples of PII may include your first and last name, email address, mailing address (including zip code), telephone and facsimile numbers, payment processing information, and other identifying information. AI refers to information that does not by itself identify a specific individual. We gather certain information about you based upon where you visit on our Site and what other sites may have directed you to us. This information, which is collected in a variety of different ways, is compiled and analyzed on both a personal and an aggregated basis. This information may include the Website’s Uniform Resource Locator

(“URL”) that points to the site you just came from, which URL you go to after visiting our Site, what browser you are using, and your Internet Protocol (“IP”) address.

How We Collect and Use Information. We do not collect any PII about you unless you voluntarily provide it to us. However, you may be required to provide certain PII to us when you elect to use certain products or services available on the Site. When processing certain information, such as payment information with affiliated banking institutions or payment processors, we may encrypt the transaction, using Secure Socket Layer (SSL) encryption technology, in order to prevent your PII from being stolen or intercepted. Additionally, your payment processing information is never stored on our servers. We will primarily use your PII to provide product or service offerings to you. We will also use certain forms of PII to enhance the operation of our Site, improve our internal marketing and promotional efforts, statistically analyze Site use, improve our product and service offerings, and customize our Site’s content, layout, and services. We may use PII to deliver information to you and to contact you regarding administrative notices. Finally, we may use your PII to resolve disputes, troubleshoot problems and enforce our agreements with you, including these Terms and this Policy. We may also collect certain Aggregate Information. For example, we may use your IP address to diagnose problems with our servers, software, to administer our Site and to gather demographic information.

Cookies. Depending on how you use our Site, we may/will store cookies on your computer in order to collect certain aggregate data about our users and to customize certain aspects of your specific user experience. A cookie is a small data text file which is stored on your computer that uniquely identifies your browser. Cookies may also include more personalized information, such as your IP address, browser type, the server your computer is logged onto, the area code and zip code associated with your server, and your first name to welcome you back to our Site. We may use cookies to perform tasks such as: monitoring aggregate site usage metrics, storing and remembering your passwords (if you allow us to do so), storing account and advertising preferences that you have set, and personalizing the services we make available to you. However, we do not use cookies to track your browsing behaviors. Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some aspects of the Site may not function properly if you elect to disable cookies.

Release of Information. We will not sell, trade, or rent your PII to others. We do provide some of our product and service offerings through contractual arrangements made with affiliates, service providers, partners and other third parties (“Service Partners”). We and our Service Partners may need to use some PII in order to perform certain tasks or to deliver products or services to you. We will encourage our Service Partners to adopt and promote strong privacy policies. However, the use of your PII by our Service Partners is governed the respective privacy policies of those providers, and is not subject to our control. Except as otherwise discussed in this Policy, this document only addresses the use and disclosure of information we collect from you. We are not responsible for the policies or practices of third parties. Occasionally we may be required by law enforcement or judicial authorities to provide PII to appropriate governmental authorities. In such cases, we will disclose PII upon receipt of a court order, subpoena, or to cooperate with a law enforcement investigation. We fully cooperate with law enforcement

agencies in identifying those who use our services for illegal activities. We reserve the right to report to law enforcement agencies any activities that we in good faith believe to be unlawful.

Updating and Correcting Information. We believe you should have the ability to modify the PII that you have provided to us. You may correct your personal information and privacy preferences by emailing us at risingmoonmusicrecording@gmail.com. Please include your name, address, and/or email address when you contact us. We encourage you to promptly update your PII if it changes. You may ask to have the information on your account deleted or removed; however, some information, such as past transactions, logs of technical support calls, or other information may not be deleted. In addition, it may be impossible to completely delete your information without some residual information because of backups.

Security of Your PII. At our Site you can be assured that your PII is secure. We strive to take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of your PII. For example:

- We work hard to ensure that the data we collect is reliable, accurate, complete and current. We also only keep collected information for as long as reasonably necessary and use it only for the purposes for which it was collected or to comply with any applicable legal or ethical reporting or document retention requirements.
- We limit access to PII only to specific employees, contractors and agents who have a reasonable need to come into contact with your information. For example, we may provide members of our technical support team with limited access to your account in order to allow them to troubleshoot problems you may be having with the Site.
- Additionally, we also employ a number of physical, electronic, and procedural safeguards to protect PII. Our secure servers are protected by industry-standard encryption, and our servers reside behind firewalls and employ high-level password protection.

In order to most effectively serve you, non-cash payment transactions and order fulfillment are handled by established third party banking institutions and processing agents (such as PayPal). They receive the information needed to verify and authorize your credit card or other payment information and to process your order. Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your PII, you acknowledge that: (a) there are security and privacy limitations inherent to the Internet which are beyond our control; and (b) the security, integrity and privacy of any and all information and data exchanged between you and us through this Site cannot be guaranteed.

Minor Visitors. You must be at least 18 years old to have our permission to use this Site. Our policy is that we do not knowingly collect, use or disclose PII about minor visitors.

13. Miscellaneous Provisions

International Use. Although this Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in locations outside the United States. Those who choose to access this Site from other locations do so on their own initiative and at their own risk. If you choose to access this Site from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited to, the taxation of products purchased over the Internet. Any offer for any product, Service, and/or

information made in connection with this Site is void where prohibited.

Governing Law. This Site (excluding any Third Party websites) is controlled by us from our offices in Los Angeles, and the statutes and laws of the State of California shall be controlling, without regard to the conflicts of laws principles thereof. You agree and hereby submit to the exclusive personal jurisdiction and venue of the Los Angeles Superior Court or the U.S. District Court for the Central District of California with respect to such matters controlled by that court.

Notices. All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at risingmoonmusicrecording@gmail.com, if by email, or to our address at 14900 Magnolia Blvd. #55782 Sherman Oaks, CA 91413-7098, if by conventional mail. You agree to allow us to submit notices to you either through the email address provided, or to the address we have on record. Any notices or communication under these Terms will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by U.S. mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email.

No Resale Right. You agree not to sell, resell, reproduce, duplicate, distribute, copy or use for any commercial purposes any portion of this Site, or use of or access to this Site or Offerings provided through this Site, beyond the limited rights granted to you under Section 5 of these Terms.

Force Majeure. In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and Offerings available through our Site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

Savings Clause. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

No Waiver. Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.

Entire Agreement. These terms and conditions constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms may NOT be altered, supplemented, or amended by the use of any other document(s) except as provided for in the Rising Moon Music Track Commission & Services Agreement and any invoices or amendments thereto. To the extent that anything else in or associated with this Site is in conflict or inconsistent with these Terms, these Terms shall take precedence.