VOCALZMUSIC & PUBLISHING'S TERMS OF SERVICE AND CONDITIONS FOR DIGITAL PRODUCTS AND ALL PRODUCTS & SERVICES

1. Introduction

Please read these Terms of Use ("Terms") carefully as they govern your use of (which includes access to) VocalzMusic & Publishing's personalized services for streaming music and/or downloading other content, including all of our websites and software applications that incorporate or link to these Terms (collectively, the "VocalzMusic & Publishing TM, VMP or VocalzMusic, hereby referred to as VMP for the purpose of preparing these terms") and any music, videos, podcasts, audiobooks, audio gifts or other material that is made available through the VocalzMusic's ("Content").

Use of the VocalzMusic & Publishing services is subject to the VocalzMusic & Publishing Privacy Policy and additional terms and conditions presented by VocalzMusic, SingingFlat and SingingFlat.com all of which are made part of these Terms by this reference.

By signing up for, or otherwise using, the VocalzMusic services, you agree to these Terms. If you do not agree to these Terms, then you must not use the VocalzMusic & Publishing services available at SingingFlat.com or anywhere other of its platforms or access any Content.

Age and eligibility requirements

BY USING THE VMP SERVICES, YOU AFFIRM THAT YOU ARE 18 YEARS OR OLDER TO ENTER INTO THESE TERMS, OR, IF YOU ARE NOT, THAT YOU ARE 13 YEARS OR OLDER AND HAVE OBTAINED PARENTAL OR GUARDIAN CONSENT TO ENTER INTO THESE TERMS. Additionally, in order to use the VMP Service and access any Content, you represent that: you reside in the United States, and any registration and account information that you submit to VMP is true, accurate, and complete, and you agree to keep it that way at all times.

2. The VMP Service

VMP Service options

We provide numerous VMP Service options. Certain VMP Service options are provided free of charge, while other options require payment before they can be accessed ("Paid Subscriptions"). We may also offer special promotional plans, memberships, or services, including offerings of third-party products and services. We are not responsible for the products and services provided by such third parties.

Service limitations and modifications

We use reasonable efforts to keep the VMP Service operational and to provide you with a personalized, immersive audio and video conferencing experience. However, VMP reserves the right to change our VMP Service offerings and their availability from time to time, without notice or liability to you. VMP has no liability to you, nor any obligation to provide a refund to you, in connection with internet or other VMP Service outages or failures that are caused by the actions of government authorities, other third parties, or events beyond our control.

To Third Party Service Providers

VMP service providers that provide services or products to VMP clients or to VMP are not employees of VMP. Freelance Contractors are all responsible for their own actions and they must comply with the formal or informal email agreement provided by VMP for services relating to payment, products and services or the service provide arrangement will be terminated.

VMP's proprietary rights

The VMP Service and the Content are the property of VMP or VMP's licensors. All VMP trademarks, methods, service marks, trade names, logos, domain names, and any other features of the VMP brand ("VocalzMusic & Publishings Brand Features") are the sole property of VMP or its licensors. These Terms do not grant you any rights to use any VMP Brand Features whether for commercial or non-commercial use and this rule is also extended to all services providers during and after their affiliation with VMP.

Price and tax changes

VMP may from time to time make changes to Paid Subscriptions, including recurring subscription fees, the Prepaid Period (for periods not yet paid), or Codes, and will do our best to communicate any price changes to you in advance. By continuing to use the VMP Service after the price change takes effect, you will have accepted the new price. If you do not agree to a price change, you can reject the change by unsubscribing from the applicable Paid Subscription prior to the price change going into effect.

Tax rates are based on the rates applicable at the time of your monthly charge. These amounts can change over time with local tax requirements in your country, state, territory, county, or city. Any change in tax rate will be automatically applied based on the account information you provide.

VMP does not offer refunds for work or services already performed or content already created for customers. VMP reserves the right to offer special rates (lower or higher) to some and not to others. **Severability and waiver**

Unless as otherwise stated in these Terms, should any provision of these Terms be held invalid or unenforceable for any reason or to any extent, the remaining provisions of these Terms will not be affected, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by VMP or any third-party beneficiary to enforce these Terms or any provision thereof shall not waive Spotify's or the applicable third-party beneficiary's right to do so.

By using our VMP services, you are also agreeing to the Terms and Conditions, Privacy and instructions related to other specific services (voice lessons, web design, etc) of VMP.

Additional <u>Terms And Conditions</u> (Privacy Policy included)

Primary Website/Domains: SingingFlat.com and VocalzMusic.com

Contact Information: Billing@VocalzMusic.com | Info@VocazMusic.com |

202-529-0909 (Text)

Founders/Owners: Sally B. Waller & Rodney Waller