

TERMS OF USE

Welcome to EchoKids Music, a website owned and operated by EchoKids, Inc., a Delaware corporation. This website, echokidsmusic.com and all of its domains and subdomains and third party affiliate sites (collectively "Site"), contain general information about services offered by EchoKids, INC. (hereafter "EchoKids", "us", "we", and/or "our") as well as opportunities for adults, ages 18 and up, to request our services. You may not access or use the site or accept these Terms of Use and the attached Arbitration Agreement if you are not at least 18 years old.

These Terms of Use and Arbitration Agreement (attached and incorporated herein) are a binding agreement between EchoKids and you, the website user, for all interactions occurring on this Site and in all events, music lessons, and interactions between you and EchoKids which arise out of the use of this Site ("Terms of Use," "Terms," or "Agreement"). By visiting this Site and/or using any services provided on this Site, you agree to these Terms of Use. If you do not agree with all of the provisions of these terms, do not access and/or use this site. In addition to this Agreement, you agree to be bound by any terms and conditions set out by any third-party platforms we use to provide you the services promised.

Make sure you return to this page from time to time to review the most current version of this Agreement. We reserve the right to change or modify this Agreement without prior notice at any time, and your continued access or use of this Site and or use of the services offered indicates your acceptance of any updated or modified Agreement.

1. About Us

EchoKids offers a variety of in-person and online education music services including, but not limited to, private and group lessons, activities, at-home activities for parents and children, and worksheets. Our services are targeted to parents of children ages 0-18 years old and businesses catering to the same age group. Our goal is to connect collegiate musicians with families and businesses and teach children communication, confidence, and creativity. We provide lessons for different instruments and in multiple different languages.

2. Privacy Policy

Your privacy is important to us. We designed our Privacy Policy to make important disclosures about how we collect, use, and protect your data. We encourage you to read the Privacy Policy to help make informed decisions when using our Website. The Privacy Policy is incorporated herein by reference and is available here.

3. Permitted Activities and Conditions of Use

3.1. Permitted Activities

You are encouraged to explore our site, social media sites, subscribe for free activities and worksheets, and sign up for free or paid lessons so long as you are 18 years or older. Services

may be purchased for any child between 0-18, but only parents and legal guardians can consent to the use of these services.

You may direct others to the Site by word of mouth or by sharing hyperlinks to offers on our Site or link to our Site itself, whether via email, social media outlets, your personal website or blog, electronic message, text message, or otherwise. However, you may not do so for a malicious purpose, nor may you make use of such links for a commercial purpose. You may not post links to our Site or re-post offers from our Site on a website aggregator or for any other commercial purpose.

3.2. Prohibited Activities

The content and information on this Site, as well as EchoKids social media sites, are proprietary to us. You may do any of the Permitted Activities outline above, but you agree to not otherwise reproduce, re-use, alter, transmit, display, sell or re-sell any information, products or services acquired through this Site. You agree not to republish any information from this website for any commercial purpose.

Additionally, you may not:

- Use this Site or its contents for any commercial purpose;
- Make any speculative false, or fraudulent purchase or any purchase in anticipation of demand;
- Access, monitor or copy any content or information of this Website using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission;
- Violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
- Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- Deep-link to any portion of this Website for any purpose without our express written permission; or
- "Frame," "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization.

3.3. Conditions of Use

We retain the right to deny access to this site and the services we offer to anyone at our sole discretion, at any time, and for any reason, including, but not limited to, for violating this Agreement. Your use of this Website is conditional on the following:

- You are at least 18 years of age;
- You possess the authority to create a binding legal obligation

- You will use this Site in accordance with this Agreement
- You will only use this Site to make legitimate use of the services.
- All purchases made are made with a valid form of payment.
- You agree not to engage any mentor, employee, or independent contractor of EchoKids for music education or similar services except through EchoKids.
- You have the legal authority to provide all information that you submit to the Website, any such information is only about yourself or children over whom you have legal guardianship, and all information supplied by you on this Website is true, accurate, current and complete;
- You will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you;

4. Use of Services

4.1. Your Account

Certain services require you to create an EchoKids account (“Account”). You can create an Account through one of the following methods: (1) registering directly through our Website, creating personalized log-in information; (2) by allowing an EchoKids application to connect you to the Site via your Facebook profile; (3) by allowing an EchoKids application to connect you to the Site via your LinkedIn Profile; or (4) by allowing an EchoKids application to connect you to the Site via your Google+ account. If you choose to create an Account, you agree to provide only accurate, complete registration information about yourself, and you will keep that information up-to-date if it changes. Access to the Site is not authorized by any other person or entity using your Log-in Information and you are responsible for preventing such unauthorized use.

EchoKids relies on the Log-in Information to know whether users accessing the Site are authorized to do so. If someone accesses the Site using Log-In Information that we have issued to you, we will rely on that Log-in Information and will assume that access has been made by you. Please notify us immediately if you become aware that your Log-in Information is being used without authorization.

4.2. Third-Party Sites

EchoKids may use certain third-party sites, such as but not limited to, Slack, Instagram, and Thinkific (“Third-Party Sites”). Each Third-Party Site contains their own privacy policies and terms of use which you will be required to accept before using our services. To the extent that the sites contain content created and provided by EchoKids, this agreement is binding. EchoKids makes no warranties or representations regarding the use of these Third-Party Sites or the way these sites may use your personal information. Such use is governed solely by the Third-Party Sites.

4.3. Free Lessons

Free lessons are provided for your enjoyment and benefit. The lessons are provided as is and we make no representation or warranties regarding the quality of video, or the lack of technical issues. Though we strive to make the lessons free of errors, some errors may occur. You waive all claims, liabilities, and damages resulting from your use of these free lessons.

4.4. Paid Lessons

Paid lessons are provided for individuals and groups both online and in person. Such lessons are provided as-is. Paid lessons are governed by the terms and agreements made at the time of the lessons. Online lessons are provided via Skype, Zoom, Facetime, Google Hangouts, or other third-party teleconference service. You waive all claims, liabilities and damages resulting from any technical issues caused by the use or performance of any teleconference service.

Paid lessons will generally be taught by collegiate musicians (“Mentors”). Mentors are contracted workers and not employees of EchoKids. Mentors are solely liable for their conduct. EchoKids agrees to take commercially reasonable steps to ensure that Mentors are responsible and safe to work with children. Any concerns about Mentors should be raised directly with EchoKids. EchoKids, in their sole discretion, shall take commercially reasonable steps to investigate such claims and take any actions they deem appropriate.

4.5. Other Services

Other services, including, but not limited to, worksheets, are owned and copyrighted by EchoKids. You may personally use the worksheets and have your children or children over whom you have legal guardianship use the worksheets. However, you may not duplicate, retain an electronic copy of, sell, or otherwise use the worksheets in any manner for commercial gain.

5. Payment and Refunds

Payment and refunds are handled on a case by case basis upon expressing interest in purchasing services. In any event, all refunds are granted at EchoKids’ sole discretion.

6. Termination

This agreement shall extend in perpetuity from the time you first accessed the website and shall govern any interactions or actions arising out of the use of the Site. Any termination of services will be determined by individual agreements between you and EchoKids.

7. Warranties

All information provided on this website is provided “as is” and “as available.” You expressly agree that your use of this site and any information contained therein is at your sole risk. We cannot and do not warrant that your use of this site will be uninterrupted, secure or error-free. To the extent permitted by applicable law, we expressly disclaim all warranties, express or

implied, including without limitation, implied warranties of title, non-infringement, accuracy, merchantability, and fitness for a purpose, and any warranties that may arise from course of dealing, course of performance or usage of trade.

8. Limit on Liability

In no event shall EchoKids, our officers, employees, agents, affiliates, subsidiaries, parents, joint ventures, successors and any other EchoKids under common control with us be liable to you or any third party for any loss of wage, loss of profit, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or in any way related to your relationship with us, your use of the Site or Third-Party Sites, even if we have been advised of the possibility of such damages. Access to and Use of the Site or Third-Party Sites are at your discretion and risk. You will be solely responsible for any damage to your computer system or loss of data, or exposure of Personal Information resulting therefrom. Notwithstanding anything to the contrary contained herein, our liability to you for any damages arising from or in any way related to your relationship with EchoKids or this agreement will be limited to the lesser of (1) the direct, calculable damage that we directly cause or (2) \$1,000 (One-Thousand United States Dollars). You agree that any claim for damages will be brought within six (6) months from the use of the Site that caused damages and that any claim that you fail to bring within such time shall be irrevocably waived.

9. Indemnification

You agree to indemnify and hold EchoKids, our officers, employees, agents, affiliates, subsidiaries, parents, joint ventures, successors, and any other company under common control with us harmless from all liabilities, actions, obligations, causes of action, claims, damages, demands, costs, expenses and compensation, including costs and attorneys' fees, related indirectly or directly to your use of this Site, a Third-Party Site, or your violation of this Agreement. We reserve the right to assume exclusive defense and control of any matter for which you are required to indemnify us at your expense, and you agree to cooperate with our defense of these claims. You agree to not settle any matter without our prior written consent. We will use commercially reasonable efforts to notify you of any such claim action or proceeding upon becoming aware of it.

10. Intellectual Property

All images, pictures, worksheets, videos, and other such tangible works of authorship on EchoKids' Site or created and posted on Third-Party Sites are owned by EchoKids and protected via Copyright, Trademark and other Intellectual Property laws ("Content"). Except as expressly permitted in this agreement, any attempt to duplicate, reverse engineer, sell, copy, use in any way not expressly stated in this agreement or engage in any other fraudulent activity including, but not limited to, holding yourself out as EchoKids, is a violation of these rights. You agree to only use Content as expressly authorized in this agreement unless authorized by EchoKids in writing.

11. Relationship of the Parties

You agree that no joint venture, partnership, or employment relationship exists between you and EchoKids because of this Agreement or use of this Site. Mentors are independent contractors for EchoKids and as such are not agents of EchoKids and are only authorized to provide services within the scope of this Agreement and their contractor agreements. No mentor is authorized to modify this or other agreements or make new agreements on behalf of EchoKids or third-party service providers. EchoKids is simply a “matchmaking” service to pair clients with mentors and facilitate a relationship between them. Mentors are personally responsible for all communications and services they provide. You agree to waive all liabilities, damages, claims, and so forth arising from the conduct of mentors. You further agree to notify EchoKids of any issues regarding Mentors before initiating any legal action. This does not supersede any applicable mandatory reporting requirements in your jurisdiction.

12. Severability

If any part of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of this Agreement at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

13. Export

The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from EchoKids, or any products utilizing such data, in violation of the United States export laws or regulations.

14. Electronic Communications

For contractual purposes, you (a) consent to receive communications from EchoKids in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that EchoKids provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing. The foregoing does not affect your non-waivable rights.

15. Entire Agreement

These Terms and the attached Arbitration Agreement constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be

unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without EchoKids' prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. EchoKids may freely assign these Terms. The terms and conditions outlined in these Terms shall be binding upon assignees.

16. Notice

Any notice required to be sent to EchoKids must be sent in writing to:

Name: EchoKids Music

Address: 177 Huntington Ave Ste. 1703PMB 16129 Boston, Massachusetts 02115-3153 US

Notice will be deemed delivered upon the first business day after the notice was received. Notice lost in the mail will not suffice for any notice requirement. You are encouraged to track any mail notifications through the courier's tracking system and/or require a signature upon delivery.

EchoKids will provide you notice through your account or an email attached to your account. An email notification will be deemed delivered at the start of the next business day. You are expected to keep your email address updated and check it regularly.

ARBITRATION AGREEMENT

Please read this arbitration agreement carefully. It is part of your contract with EchoKids and affects your rights. It contains procedures for mandatory binding arbitration and a class action waiver.

1. Applicability of Arbitration Agreement.

All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by EchoKids that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and EchoKids, and any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

2. Notice Requirement and Informal Dispute Resolution.

Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to EchoKids should be sent to: contact@echokidsmusic.com. After the Notice is received, you and EchoKids may attempt to resolve the claim or dispute informally. If you and EchoKids do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

3. Arbitration Rules.

Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as outlined in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules conflict with the Terms. The AAA Consumer Arbitration Rules (“Arbitration Rules”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator.

Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence unless you reside outside of the United States, and unless

the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time, and place of any oral hearings.

Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that EchoKids made to you before the initiation of arbitration, EchoKids will pay you the greater of the award or \$2,500.00. Each party shall bear its costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

4. Additional Rules for Non-Appearance Based Arbitration.

If non-appearance-based arbitration is elected, the arbitration shall be conducted by telephone, online, or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

5. Time Limits.

If you or EchoKids pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under these Terms or AAA Rules for the pertinent claim.

6. Authority of Arbitrator.

If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and EchoKids, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and EchoKids.

7. Waiver of Jury Trial.

The parties hereby waive their constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in a court and are subject to limited review by a court. In the event, any litigation should arise between you and EchoKids in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, you and EchoKids waive all rights to a jury trial, instead electing that the dispute be resolved by a judge.

8. Waiver of Class or Consolidated Actions.

All claims and disputes within the scope of this arbitration agreement must be arbitrated or litigated on an individual basis and not on a class basis, and claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

9. Confidentiality.

All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

10. Severability.

If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

11. Right to Waive.

Any or all of the rights and limitations outlined in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

12. Survival of Agreement.

This Arbitration Agreement will survive the termination of your relationship with EchoKids.

13. Small Claims Court.

Notwithstanding the foregoing, either you or EchoKids may bring an individual action in small claims court.

14. Emergency Equitable Relief.

Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

15. Claims Not Subject to Arbitration.

Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secrets shall not be subject to this Arbitration Agreement.

16. Courts.

In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Delaware, for such purpose.

17. International Dispute Resolution.

To the extent legally allowed, all the clauses above shall be enforced in full. However, if parties are from different countries, and if required by the laws of either of the countries, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution under its International Arbitration Rules. The arbitration will be conducted by a single, neutral arbitrator in Boston, Massachusetts, the United States of America in English unless otherwise negotiated and agreed upon in writing with between the parties. The same limits to recover, splitting of costs, and all other matters described above shall be enforced to as much extent as allowed by the laws of the countries of the parties in the dispute.