

## **Terms of Use Agreement**

### **Read This Terms of Use Agreement Before Accessing Website.**

Effective Date: This Terms of Use Agreement was last updated on 1/2/2010

This Terms of Use Agreement sets forth the standards of use of the Explore! Summer Band Camp Online Service. By using the Explore! Summer Band Camp website you (the "Member") agree to these terms and conditions. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this website. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at Explore! Summer Band Camp website. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

#### 1. Description of Service

Explore! Summer Band Camp is providing Member with registration for a summer band camp. Member must provide (1) all equipment necessary for their own Internet connection, including computer and modem and (2) provide for Member's access to the Internet, and (3) pay any fees relate with such connection.

#### 2. Disclaimer of Warranties.

The site is provided by Explore! Summer Band Camp on an "as is" and on an "as available" basis. To the fullest extent permitted by applicable law Explore! Summer Band Camp makes no representations or warranties of any kind, express or implied, regarding the use or the results of this web site in terms of its correctness, accuracy, reliability, or otherwise Explore! Summer Band Camp shall have no liability for any interruptions in the use of this Website. Explore! Summer Band Camp disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, therefore the above-referenced exclusion is inapplicable.

#### 3. Limitation of Liability

Explore! Summer Band Camp SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR [INSERT NAME OF COMPANY] SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THIS WEB SITE OR THE INFORMATION CONTAINED IN IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT

LAW, OR OTHERWISE, EVEN IF [INSERT NAME OF COMPANY] HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS IS INAPPLICABLE.

#### 4. Indemnification

Member agrees to indemnify and hold Explore! Summer Band Camp, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of Member's use of the Service, the violation of this Agreement, or infringement by Member, or other user of the Service using Member's computer, of any intellectual property or any other right of any person or entity.

#### 5. Modifications and Interruption to Service

Explore! Summer Band Camp reserves the right to modify or discontinue the Service with or without notice to the Member. Explore! Summer Band Camp shall not be liable to Member or any third party should Explore! Summer Band Camp exercise its right to modify or discontinue the Service. Member acknowledges and accepts that Explore! Summer Band Camp does not guarantee continuous, uninterrupted or secure access to our website and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

#### 6. Third-Party Sites

Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Members to review said privacy policies of third-parties' sites.

#### 7. Disclaimer Regarding Accuracy of Vendor Information

Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While Explore! Summer Band Camp makes every effort to ensure that the information on this website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this website.

Explore! Summer Band Camp makes no warranties or representations whatsoever with regard to any product provided or offered by any Vendor, and you acknowledge that any

reliance on representations and warranties provided by any Vendor shall be at your own risk.

#### 8. Governing Jurisdiction of the Courts Washington

Our website is operated and provided in the State of Washington. As such, we are subject to the laws of the State Washington, and such laws will govern this Terms of Use, without giving effect to any choice of law rules. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State Washington.

#### 9. Compliance with Laws.

Member assumes all knowledge of applicable law and is responsible for compliance with any such laws. Member may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. Member further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

#### 10. Copyright and Trademark Information

All content included or available on this site, including site design, text, graphics, interfaces, and the selection and arrangements thereof is ©2009 www.explorebandcamp.com, with all rights reserved, or is the property of Explore! Summer Band Camp and/or third parties protected by intellectual property rights. Any use of materials on the website, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Explore! Summer Band Camp is strictly prohibited. Members agree that they will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer of Explore! Summer Band Camp.

Explore! Summer Band Camp™ and www.explorebandcamp.com™ are proprietary marks of www.explorebandcamp.com. Explore! Summer Band Camp's trademarks may not be used in connection with any product or service that is not provided by Explore! Summer Band Camp, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Explore! Summer Band Camp.

All other trademarks displayed on Explore! Summer Band Camp's website are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those Vendors. In addition, such use of trademarks or links to the web sites of Vendors is not intended to imply, directly or indirectly, that those Vendors endorse or have any affiliation with Explore! Summer Band Camp.

## 11. Notification of Claimed Copyright Infringement

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, [www.explorebandcamp.com](http://www.explorebandcamp.com) designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

By Mail

P.O Box 1521

Bellevue, WA 98009

By Telephone: 425-296-1671

By Email: [explorebandcamp@gmail.com](mailto:explorebandcamp@gmail.com)

## 12. Other Terms

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by Explore! Summer Band Camp, in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Member. Member agrees that by accepting this Terms of Use Agreement, Member is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement.

# **Explore! Summer Band Camp Website Privacy Statement**

This document was last updated on 1/1/2010

## **1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS**

Explore! Summer Band Camp is committed to protecting your privacy. This Privacy Statement sets forth our current privacy practices with regard to the information we collect when you or your computer interact with our website. By accessing [www.explorebandcamp.com](http://www.explorebandcamp.com), you acknowledge and fully understand Explore! Summer Band Camp's Privacy Statement and freely consent to the information collection and use practices described in this Website Privacy Statement.

## **2. PARTICIPATING MERCHANT POLICIES**

Related services and offerings with links from this website, including vendor sites, have their own privacy statements that can be viewed by clicking on the corresponding links within each respective website. Online merchants and others who participate in Explore! Summer Band Camp services are encouraged to participate in industry privacy initiatives and to take a responsible attitude towards consumer privacy. However, since we do not have direct control over the policies or practices of participating merchants and other third parties, we are not responsible for the privacy practices or contents of those sites. We recommend and encourage that you always review the privacy policies of merchants and other third parties before you provide any personal information or complete any transaction with such parties.

## **3. INFORMATION WE COLLECT AND HOW WE USE IT**

Explore! Summer Band Camp collects certain information from and about its users three ways: directly from our Web Server logs, the user, and with Cookies.

### **a. Web Server Logs.**

When you visit our Website, we may track information to administer the site and analyze its usage. Examples of information we may track include:

- Your Internet protocol address.
- The kind of browser or computer you use.
- Number of links you click within the site.
- State or country from which you accessed the site.
- Date and time of your visit.
- Name of your Internet service provider.
- Web page you linked to our site from.
- Pages you viewed on the site.

## **b. Use of Cookies**

Explore! Summer Band Camp may use cookies to personalize or enhance your user experience. A cookie is a small text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a Web Server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. For example, if you personalize a web page, or navigate within a site, a cookie helps the site to recall your specific information on subsequent visits. Hence, this simplifies the process of delivering relevant content and eases site navigation by providing and saving your preferences and login information as well as providing personalized functionality.

Explore! Summer Band Camp reserves the right to share aggregated site statistics with partner companies, but does not allow other companies to place cookies on our website unless there is a temporary, overriding customer value (such as merging into Explore! Summer Band Camp.com a site that relies on third-party cookies).

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. If you reject cookies by changing your browser settings then be aware that this may disable some of the functionality on our Website.

## **c. Personal Information Users**

Visitors to our website can register to purchase services. When you register, we will request some personal information such as name, address, email, telephone number or facsimile number, account number and other relevant information. If you are purchasing a service, we will request financial information. Any financial information we collect is used only to bill you for the services you purchased. If you purchase by credit card, this information may be forwarded to your credit card provider. For other types of registrations, we will ask for the relevant information. You may also be asked to disclose personal information to us so that we can provide assistance and information to you. For example, such data may be warranted in order to provide online technical support and troubleshooting.

We will not disclose personally identifiable information we collect from you to third parties without your permission except to the extent necessary including:

- To fulfill your service requests for services.
- To protect ourselves from liability,
- To respond to legal process or comply with law, or
- In connection with a merger, acquisition, or liquidation of the company.

#### **4. USE OF WEB BEACONS OR GIF FILES**

Explore! Summer Band Camp Web pages may contain electronic images known as Web beacons – sometimes also called single-pixel gifs – that allow Explore! Summer Band Camp to count users who have visited those pages and to deliver co-branded services. Explore! Summer Band Camp may include Web beacons in promotional e-mail messages or newsletters in order to determine whether messages have been opened and acted upon.

Some of these Web beacons may be placed by third party service providers to help determine the effectiveness of our advertising campaigns or email communications. These Web beacons may be used by these service providers to place a persistent cookie on your computer. This allows the service provider to recognize your computer each time you visit certain pages or emails and compile anonymous information in relation to those page views, which in turn enables us and our service providers to learn which advertisements and emails bring you to our website and how you use the site. Explore! Summer Band Camp prohibits Web beacons from being used to collect or access your personal information.

#### **5. ACCESSING WEB ACCOUNT INFORMATION**

We will provide you with the means to ensure that personally identifiable information in your web account file is correct and current. You may review this information by contacting us by sending an email to our support attendant -- [[explorebandcamp@gmail.com](mailto:explorebandcamp@gmail.com)].

#### **6. CHANGES TO THIS STATEMENT**

Explore! Summer Band Camp has the discretion to occasionally update this privacy statement. When we do, we will also revise the “updated” date at the top of this Privacy page. We encourage you to periodically review this privacy statement to stay informed about how we are helping to protect the personal information we collect. Your continued use of the service constitutes your agreement to this privacy statement and any updates.

#### **7. CONTACTING US**

If you have questions regarding our Privacy Statement, its implementation, failure to adhere to this Privacy Statement and/or our general practices, please contact us [explorebandcamp@gmail.com](mailto:explorebandcamp@gmail.com) or send your comments to :

Explore! Summer Band Camp  
**Attention: Privacy Statement Personnel**  
P.O Box 1521  
Bellevue, WA  
98009

Explore! Summer Band Camp will use commercially reasonable efforts to promptly respond and resolve any problem or question.