

# **Terms of Use**

These Terms of Use ("Terms") govern your use of Fret Dojo's website and other products and services ("Services"). Please read these Terms carefully, and contact us if you have any questions. By using our Services, you agree to be bound by these Terms, including the policies referenced in these Terms (such as our Privacy Policy).

## **Using Fret Dojo**

### **Who May Use our Services**

You may use our Services only if you can form a binding contract with Fret Dojo and only in compliance with these Terms and all applicable laws. When you create your Fret Dojo account and subsequently when you use certain features, you must provide us with accurate and complete information and you agree to update your information to keep it accurate and complete. Any use or access by anyone under the age of thirteen (13) is prohibited and certain courses we offer may have additional requirements and/or restrictions.

### **Our License to You**

Subject to these Terms and our policies (including the Acceptable Use Policy, Honor Code, and course-specific eligibility requirements and other terms), we grant you a limited, personal, non-exclusive, non-transferable, and revocable license to use our Services. You may download content from our Services only for your personal, non-commercial use, unless you obtain Fret Dojo's written permission to otherwise use the content. You also agree that you will create, access, and/or use only one user account, and you will not share with any third party access to or access information (Username and Password, etc.) for your account. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access.

### **Our Courses**

#### **Course Modifications**

While we take pride in our products and courses, unexpected events do occur. Fret Dojo reserves the right to cancel, interrupt, or reschedule any course or to modify any course content. Courses offered by us are subject to the Disclaimers and Limitation of Liability sections below.

#### **No Academic Credit**

Unless otherwise explicitly indicated, participation in or completion of our courses does not confer any academic credit. Fret Dojo and its course instructors have no obligation to have a course recognized by any educational institution or accreditation organization.

### **Disclaimer of Student-University Relationship**

Nothing in these Terms or otherwise with respect to your participation in any course: (a) establishes any relationship between you and any educational institution with which Fret Dojo may be affiliated; (b) enrolls or registers you in any educational institution, or in any course offered by any educational institution; or (c) entitles you to use the resources of any educational institution beyond participation in the course.

### **User Content**

The Services enable you to share your content, such as videos and documentation you submit, posts you make in our forums and the like ("User Content"), with Fret Dojo, instructors and/or other users. You retain all intellectual property rights in, and are responsible for, the User Content you share.

### **How Fret Dojo and Others May Use User Content**

To the extent that you submit, post and provide User Content, you grant Fret Dojo a fully-transferable, royalty-free, perpetual, sublicensable, non-exclusive, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use your User Content. This license includes granting Fret Dojo the right to authorize others to use your User Content with their registered students and students independent of the Services. Nothing in these Terms shall restrict other legal rights Fret Dojo may have to your User Content; for example under other licenses. We reserve the right to remove or modify any User Content for any reason, including User Content that we believe violates these Terms.

### **Feedback**

Fret Dojo welcomes your suggestions, ideas, comments, and other feedback regarding the Services ("Feedback"). By submitting any Feedback, you grant us the right to use the Feedback without any restriction or any compensation to you. By accepting your Feedback, Fret Dojo does not waive any rights to use similar or related Feedback previously known to Fret Dojo, developed by Fret Dojo or obtained from other sources.

### **Security**

Fret Dojo cares about the security of our users. While we work to protect the security of your account and related information, Fret Dojo cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account by emailing [support@fretdojo.com](mailto:support@fretdojo.com).

### **Third Party Content**

Through the Services, you will have the ability to access and/or use content provided by instructors, other users, and/or other third parties and links to websites and services maintained by third parties. Fret Dojo cannot guarantee that third party content, in the Services or elsewhere, will be free of material you may find objectionable or otherwise inappropriate or of malware or other contaminants that may harm your computer, mobile device, or any files therein. Fret Dojo disclaims any responsibility or liability related to your access or use of such third party content.

### **Copyright and Trademark Policy**

Fret Dojo respects the intellectual property rights of our users and other third parties and expects our users to do the same when using the Services. We have adopted and implemented the Fret Dojo Copyright and Trademark Policy in accordance with applicable law.

### **Paid Services**

Fret Dojo offers paid Services for a fee. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees and applicable taxes in a timely manner with a payment mechanism associated with the applicable paid Services. If your payment method fails or your account is past due, we may collect fees using other collection mechanisms. Fees may vary based on your location and other factors and Fret Dojo reserves the right to change any fees at any time at its sole discretion. Any change, update, or modification will be effective immediately upon posting through the relevant Services. Refunds may be available for paid Services as described in our Refund Policy.

### **Modifying and Terminating our Services**

We are constantly changing and improving our Services. We may add or remove functions, features, or requirements, and we may suspend or stop a Service altogether. Accordingly, Fret Dojo may terminate your use of any Service for any reason. If your use of a paid Service is terminated, a refund may be available under our Refund Policy. Fret Dojo, its instructors, its contributors, its sponsors, its business partners and each of

their employees, contractors, and other agents (the "Fret Dojo Parties") shall not have any liability to you for any such action. You can stop using our Services at any time, although we'll be sorry to see you go.

### **Disclaimers**

THE SERVICES AND ALL INCLUDED CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE FRET DOJO PARTIES SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE FRET DOJO PARTIES FURTHER DISCLAIM ANY AND ALL LIABILITY RELATED TO YOUR ACCESS OR USE OF THE SERVICES OR ANY RELATED CONTENT. YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE SERVICES OR SUCH CONTENT IS AT YOUR OWN RISK.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FRET DOJO PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY PARTY OTHER THAN THE APPLICABLE FRET DOJO PARTY, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT OR INFORMATION. IN NO EVENT SHALL FRET DOJO'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICES EXCEED TWENTY U.S. DOLLARS (\$20) OR THE TOTAL AMOUNT OF FEES RECEIVED BY FRET DOJO FROM YOU FOR THE USE OF PAID SERVICES DURING THE PAST MONTH, WHICHEVER IS GREATER.

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS TERMS OF USE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND THE FRET DOJO PARTIES, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS TO FRET DOJO'S ABILITY TO MAKE THE SERVICES AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS.

YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

### **Indemnification**

You agree to indemnify, defend, and hold harmless the Fret Dojo Parties from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party related to: (a) your use or attempted use of the Services in violation of these Terms; (b) your violation of any law or rights of any third party; or (c) your User Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

### **Governing Law and Jurisdiction**

The Services are managed by Fret Dojo which is located in Australia. You agree that any dispute related to these Terms will be governed by the laws of the Country of Australia, excluding its conflicts of law provisions. You further consent to the personal jurisdiction of and exclusive venue in the courts located in and serving New South Wales, Australia as the legal forum for any such dispute.

Excluding claims for injunctive or other equitable relief, for claims related to the Services either you or Fret Dojo may elect at any point during the dispute to resolve the claim through binding, non-appearance-based arbitration. The dispute will then be resolved using an established alternative dispute resolution ("ADR") provider, mutually agreed upon by you and Fret Dojo. The parties and the selected ADR provider shall not involve any personal appearance by the parties or witnesses, unless otherwise mutually agreed by the parties; rather, the arbitration shall be conducted, at the option of the party seeking relief, online, by telephone, or via written submissions alone. Any judgment rendered by the arbitrator may be entered in any court of competent jurisdiction.

### **Revisions to the Terms**

Fret Dojo reserves the right to revise the Terms at our sole discretion at any time. Any revisions to the Terms will be effective immediately upon posting by us. For any material changes to the Terms, we will take reasonable steps to notify you of such changes. In all cases, your continued use of the Services after publication of such changes, with or without notification, constitutes binding acceptance of the revised Terms.

## **Severability and Waiver**

If it turns out that a particular provision of these Terms is not enforceable, this will not affect any other terms. If you do not comply with these Terms and we do not take immediate action, this does not indicate that we relinquish any rights that we may have (such as taking action in the future).

*Effective as of 1st August, 2017*

## **Acceptable Use Policy**

Fret Dojo's mission is to provide universal access to the world's best jazz guitar education. We believe strongly in preserving free speech and expression for our students as well as academic freedom for our business partners and instructors. We also want to make sure that all of our students and instructors feel safe and comfortable while using our Services. We have drafted these guidelines to ensure that people understand and follow the rules when participating in our online community and while otherwise using our Services.

Although we do not routinely screen or monitor content provided by our users, we may remove or edit inappropriate content or activity reported to us or suspend, disable, or terminate a user's access to all or part of the Services.

### **You are prohibited from using our Services to share content that:**

- Contains illegal content or promotes illegal activities with the intent to commit such activities. Please keep in mind that there are students who are as young as thirteen (13) that use Fret Dojo. We do not allow content that is inappropriate for these younger students.
- Contains credible threats or organizes acts of real-world violence. We don't allow content that creates a genuine risk of physical injury or property damage, credibly threatens people or public safety, or organizes or encourages harm.
- Harasses others. We encourage commentary about people and matters of public interest, but abusive or otherwise inappropriate content directed at private individuals is not allowed.
- Violates intellectual property, privacy, or other rights. Do not share content that you do not have the right to share, claim content that you did not create as your own, or otherwise infringe or misappropriate someone else's intellectual property or other rights. Always attribute materials used or quoted by you to the original copyright owner.
- Spams others. Do not share irrelevant or inappropriate advertising, promotional, or solicitation content.
- Otherwise violates the Fret Dojo Terms of Use. Please note that specific courses may have additional rules and requirements.

### **You also aren't allowed to:**

- Do anything that violates local, state, national or international law or breaches any of your contractual obligations or fiduciary duties.
- Share your password, let anyone access your account, or do anything that might put your account at risk.
- Attempt to access any other user's account.
- Reproduce, transfer, sell, resell, or otherwise misuse any content from our Services, unless specifically authorized to do so.
- Access, tamper with, or use non-public areas of our systems, unless specifically authorized to do so.
- Break or circumvent our authentication or security measures or otherwise test the vulnerability of our systems or networks, unless specifically authorized to do so.
- Try to reverse engineer any portion of our Services.
- Try to interfere with any user, host, or network, for example by sending a virus, overloading, spamming, or mail-bombing.
- Use our Services to distribute malware.
- Impersonate or misrepresent your affiliation with any person or entity.
- Encourage or help anyone do any of the things on this list.

*Effective as of 1st August, 2017*



## **Copyright and Trademark Policy**

Fret Dojo respects the intellectual property rights of our partner institutions, instructors, and other third parties and expects our users to do the same when using the Services. We reserve the right to suspend, disable, or terminate the accounts of users who repeatedly infringe or are repeatedly charged with infringing the copyrights, trademarks, or other intellectual property rights of others.

Fret Dojo also respects the trademark rights of others. Accounts with any content that misleads others or violates another's trademark may be updated, suspended, disabled, or terminated by Fret Dojo at its sole discretion. If you are concerned that someone may be using your trademark in an infringing way on our Services, please email us at [support@fretdojo.com](mailto:support@fretdojo.com). We will review your complaint. If we deem appropriate, we may remove the offending content, warn the individual who posted the content and/or temporarily or permanently suspend or disable the individual's account.

*Effective as of 1st August, 2017*

## **Refund Policy**

For details on our refund deadlines and policies, please refer to the information below. Please note that our policies differ for month-to month subscription payments (Fret Dojo Academy Club) and one-time courses (Fundamentals of Jazz Improvisation, etc.) or products such as eBooks and that our payment options may differ from one Service to another. Please also note that we treat violations of our Terms of Use and Honor Code very seriously, and we have no obligation to offer refunds to students who are found to be in violation of these terms, even if their requests are made within the designated refund period. Similarly, we have no obligation to offer refunds to users who do not become better jazz guitar players or who are otherwise unsatisfied with their jazz guitar playing after taking a course or purchasing any of our Services or products.

### **For Month-to-Month Subscriptions**

Fret Dojo does not offer refunds for payments made on a subscription plan. Your subscription will continue on a month-to-month basis unless and until you cancel your subscription or the subscription is suspended or discontinued by Fret Dojo. If you cancel your subscription, you will continue to have access to your subscription until the end of the month period and will not be billed for the next billing cycle.

To be clear, you must cancel your subscription before your monthly renewal date to avoid the next billing. If you cancel your subscription, cancellation will be effective at the end of the current monthly period; you will have continued access to your subscription for the remainder of that period, but you will not receive a refund.

### **For Course and Product Purchases**

If you cancel your paid enrollment or paid pre-enrollment for a course, Fret Dojo will offer you a complete refund until thirty (30) days after you make payment. Except as described in this paragraph or as may explicitly be stated as part of the sign-up process for a course, Fret Dojo has no further obligation to provide refunds to you for courses or products offered by Fret Dojo that you purchase.

*Effective as of 1st August, 2017*

## Honor Code

All students participating in Fret Dojo courses and all members of the Fret Dojo Academy Club must agree to abide by the following code of conduct:

1. I will register for only one account.
2. My submissions will be my own work (except for assignments that explicitly permit collaboration).
3. I will not engage in any other activities that will dishonestly improve my results or dishonestly improve or hurt the results of others.

*Effective as of 1st August, 2017*

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## Privacy Policy

### Purpose

The purpose of this Privacy Policy is to describe how Fret Dojo ("Fret Dojo", "us", "we", or "our") collects, uses and shares information about you. Please read this Privacy Policy carefully to understand what we do. If you do not understand any aspect of our Privacy Policy, please feel free to contact us at [support@fretdojo.com](mailto:support@fretdojo.com). Your use of our website ([www.fretdojo.com](http://www.fretdojo.com)) is also governed by our Terms of Use.

### What Information this Privacy Policy Covers

This Privacy Policy covers information we collect from you through our website. Some of our website's functionality can be used without revealing any personal information, though for features or services related to our courses, personal information is required. If you do not use these specific features or services on our website, then the only information we collect will be "Non-Personal Information" (i.e., information that cannot be used to identify you). Non-Personal Information includes information such as the web pages that you have viewed. In order to access certain features and benefits on our website, you may need to submit "Personally Identifiable Information" (i.e., information that can be used to identify you). Personally Identifiable Information can include information such as your name and email address, among other things. You are responsible for ensuring the accuracy of the Personally Identifiable Information you submit to Fret Dojo. Inaccurate information may affect your ability to use our website, the information you receive when using our website, and our ability to contact you. For

example, your email address should be kept current because that is one of the primary means by which we communicate with you.

### **What You Consent to by Using Our website**

Please understand that by submitting any Personally Identifiable Information to us, you consent and agree that we may collect, use and disclose such Personally Identifiable Information in accordance with this Privacy Policy and our Terms of Use, and as permitted or required by law. If you do not agree with these terms, then please do not provide any Personally Identifiable Information to us. If you refuse or withdraw your consent, or if you choose not to provide us with any required Personally Identifiable Information, we may not be able to provide you with the services that can be offered on our website.

### **What Information We Collect**

We gather two types of information about users through our website:

#### **Non-Personal Information**

When users come to our website, we may track, collect and aggregate Non-Personal Information indicating, among other things, which pages of our website were visited, the order in which they were visited, when they were visited, and which hyperlinks were "clicked." We also collect information from the URLs from which you linked to our website. Collecting such information may involve logging the IP address, operating system and browser software used by each user of our website. Although such information is not Personally Identifiable Information, we may be able to determine from an IP address a user's Internet Service Provider and the geographic location of his or her point of connectivity.

We also use or may use cookies and/or web beacons to help us determine and identify repeat visitors, the type of content and websites to which a user of our website links, the length of time each user spends at any particular area of our website, and the specific functionalities that users choose to use. Essentially, cookies are a user's identification card for the Fret Dojo server. Web beacons are small graphic files linked to our server that allow us to track your use of our website and related functionalities. Cookies and web beacons allow Fret Dojo to serve you better and more efficiently, and to personalize your experience at our website. Cookies and web beacons are not used to retain Personally Identifiable Information. From time to time we may also use additional typical methods of collecting data.

You should be able to control how and whether cookies will be accepted by your web browser. Most browsers offer instructions on how to reset the browser to reject cookies in the "Help" section of the toolbar. If you reject our cookies, many functions and conveniences of our website may not work properly.

### **Personally Identifiable Information**

We collect Personally Identifiable Information that you provide to us when you register for an account, update or change information for your account, purchase products or services, complete a survey, sign-up for email updates or online courses, participate in our public forums, send us email messages, and/or participate in online courses or other services on our website. We may use the Personally Identifiable Information that you provide to respond to your questions, provide you with the specific course and/or services you select, send you updates about online courses offered by Fret Dojo or other Fret Dojo events, and send you email messages about website maintenance or updates.

**Account Registration.** If you register for an account on our website, you may be required to provide us with Personally Identifiable Information such as your name and email address.

**Updates.** Fret Dojo may offer you the ability to receive updates either via email or by postings on portions of our website that are only accessible to registered users. In order to subscribe to these services, you may be required to provide us with Personally Identifiable Information such as your name and email address.

**Forums.** Fret Dojo may offer public forums from time to time (the "Forums") where you can share comments and thoughts. In order to participate in the Forums, you may be required to register with us and/or provide us and other third party providers with Personally Identifiable Information such as your name and email address. Personally Identifiable Information shall not include any information posted or sent by or to you via any public Forum. Please keep in mind that information you post or make available in Forums will be publicly available. Accordingly, you should be careful when posting any personal or sensitive information. Please also reference our Terms of Use for our Rules for Online Conduct and additional information about proper use of our Forums.

**Participation in Online Courses and Clubs.** Fret Dojo offers users the opportunity to participate in online courses and clubs on or through our website. If you desire to participate in a course or club, you will be asked to provide us with certain information necessary for you to participate in the course or club. This information may

include, among other things, your name and email address. If you participate in an online course or club, we may collect from you certain student-generated content, such as assignments you submit and student feedback. We may also collect course data, such as student responses to questionnaires and surveys.

**Communications with Fret Dojo.** Fret Dojo may receive Personally Identifiable Information when you send us an email message or otherwise contact us.

**Third Party websites.** Fret Dojo may receive Personally Identifiable Information when you access or log-in to a third party website, e.g., Zoom. This may include the text and/or images of your Personally Identifiable Information available from the third party website.

**Surveys.** Fret Dojo may receive Personally Identifiable Information when you provide information in response to a survey operated by us.

**Partner websites.** Partner websites providing online course and club related tools and services to Fret Dojo users may collect nonfinancial individual level user data regarding the individual's use of that partner website while engaged with such online course and club related activities, and the partner websites may share that data with Fret Dojo for the purpose of improving Fret Dojo's services, the partner website's services, and the individual student's educational experience. This data includes information such as the amount of time spent on the partner website and pages viewed.

**Third Party Credit Card Processing.** Fret Dojo provides you with the ability to pay for online courses, clubs and other services using a credit card through a third party payment processing service provider. Please note that our service provider – not Fret Dojo – collects and processes your credit card information.

## **How We Use the Information**

**Non-Personal Information.** Fret Dojo uses Non-Personal Information to build higher quality, more useful services by performing statistical analyses of the collective characteristics and behavior of our users, and by measuring demographics and interests regarding specific areas of our website. We may also use it for other business purposes.

**Personally Identifiable Information.** Except as set forth in this Privacy Policy or as specifically agreed to by you, Fret Dojo will not disclose any Personally Identifiable Information we gather from you on our website. In addition to the other uses set forth in this Privacy Policy, we may disclose and otherwise use Personally Identifiable Information as described below. We may also use it for research and business

purposes, including improving and customizing our website and the products and services we offer.

**Updates.** We use Personally Identifiable Information collected when you sign-up for our various email or update services and our online courses and clubs to send you messages in connection with our website and our online courses and clubs. We may also archive this information and/or use it for future communications with you.

**Forums.** To facilitate your use of our forums, we use Personally Identifiable Information collected during your use of our forums. We reserve the right to reuse forum posts containing Personally Identifiable Information in future versions of our courses that we offer and to enhance future course offerings. We may archive this information and/or use it for future communications with you and/or provide it to the instructor(s) associated with the courses you have taken and the clubs you join. We may also use or publish posts submitted on the forums without using Personally Identification Information.

**Participation in Online Courses.** We use the Personally Identifiable Information that we collect from you when you participate in an online course or club through the website for processing purposes, including but not limited to tracking attendance, progress and completion of an online course. We may also share your Personally Identifiable Information and your performance in a given online course or club with the course and club instructor or instructors or other individuals designated by the instructor or instructors to assist them with the creation, modification or operation of the course or club. We may also archive this information and/or use it for future communications with you.

**Communications with Fret Dojo.** When you send us an email message or otherwise contact us, we may use the information provided by you to respond to your communication and/or as described in this Privacy Policy. We may also archive this information and/or use it for future communications with you.

**Communications with Fret Dojo Business Partners.** We may share your Personally Identifiable Information with business partners of Fret Dojo so that Fret Dojo's business partners may share information about their products and services that we believe may be of interest to you.

**Research.** We may share general course data, information about your activity on our website, and demographic data from surveys operated by us with our business partners so that our business partners may use the data for research related to online education.

**Disclosure to Fret Dojo Operations and Maintenance Contractors.** We use various service providers, vendors and contractors (collectively, "Contractors") to assist us in providing our products and services to you. Our Contractors may have limited access to your Personally Identifiable Information in the course of providing their products or services to us, so that we in turn can provide our products and services to you. These Contractors may include vendors and suppliers that provide us with technology, services, and/or content related to the operation and maintenance of our website and/or online course and club access. Personally Identifiable Information made available to these Contractors is limited to the information reasonably necessary for them to perform their limited function for us.

**Government Authorities, Legal Rights and Actions.** We may share your Personally Identifiable Information with various government authorities in response to subpoenas, court orders, or other legal process; to establish or exercise our legal rights or to protect our property; to defend against legal claims; or as otherwise required by law. In such cases we reserve the right to raise or waive any legal objection or right available to us. We also may share your Personally Identifiable Information when we believe it is appropriate to investigate, prevent, or take action regarding illegal or suspected illegal activities; to protect and defend the rights, property, or safety of Fret Dojo, the website, our users, customers, or others; and in connection with our Terms of Use and other agreements.

**Disclosure to Acquirers.** Fret Dojo may disclose and/or transfer your Personally Identifiable Information to an acquirer, assignee or other successor entity in connection with a sale, merger, or reorganization of all or substantially all of the equity, business or assets of Fret Dojo to which your Personally Identifiable Information relates.

**e-Readers.** If we receive any Personally Identifiable Information related to your use of designated e-Readers to access Fret Dojo materials, we may archive it, and use it for research, business, or other purposes.

### **External Links**

For your convenience we may provide links on our website and in communications to you to websites operated by organizations other than Fret Dojo ("Third Party websites") that we believe may be of interest to you. We do not disclose your Personally Identifiable Information to these Third Party websites without obtaining your consent. We do not endorse and are not responsible for the privacy practices of these Third Party websites. If you choose to click on a link to one of these Third Party websites as it may be provided to you by us, you should review the privacy policy



posted on the Third Party website to understand how that Third Party website collects and uses your Personally Identifiable Information.

### **Confidentiality & Security of Personally Identifiable Information**

We consider the confidentiality and security of your information to be of the utmost importance. We will use industry standard physical, technical and administrative security measures to keep your Personally Identifiable Information confidential and secure and will not share it with third parties, except as otherwise provided in this Privacy Policy, or unless we have good faith belief that such disclosure is necessary in special cases, such as a physical threat to you or others. Because the Internet is not a 100% secure environment we cannot guarantee the security of Personally Identifiable Information, and there is some risk that an unauthorized third party may find a way to circumvent our security systems or that transmission of your information over the Internet will be intercepted. It is your responsibility to protect the security of your login information. Please note that e-mails and other communications you send to us through our website are not encrypted.

### **Updating or Deleting Your Personally Identifiable Information**

You can access your Personally Identifiable Information and confirm that it remains correct and up-to-date by logging into the website and visiting your user account page. You may also contact us via [support@fretdojo.com](mailto:support@fretdojo.com). We try to answer every email promptly, but may not always be able to do so. Keep in mind, however, that there will be residual information that will remain within our databases, access logs and other records, which may or may not contain your Personally Identifiable Information. If you have any privacy-related questions, unresolved problems, or complaints you may contact us at [support@fretdojo.com](mailto:support@fretdojo.com).

### **International Privacy Practices**

Fret Dojo's websites are primarily operated and managed on servers located and operated within the United States. In order to provide our products and services to you, we may send and store your personal information (also commonly referred to as personal data) outside of the country where you reside or are located. Accordingly, if you reside or are located outside of the United States, your personal information may be transferred outside of the country where you reside or are located, including to countries that may not or do not provide the same level of protection for your personal information. We are committed to protecting the privacy and confidentiality of personal information when it is transferred. If you reside or are located outside of the United States, we take appropriate steps to provide the same level of protection for the

processing carried out in any such countries as you would have within the United States to the extent feasible under applicable law. By using and accessing our products and services, users who reside or are located in countries outside of the United States agree and consent to the transfer to and processing of personal information on servers located outside of the country where they reside and understand that the protection of such information may be different than required under the laws of their residence or location.

### **Changing Our Privacy Policy**

Please note that we review our privacy practices from time to time, and that these practices are subject to change. Any change, update, or modification will be effective immediately upon posting on our website. We will notify you of any material change to this Privacy Policy by posting a notice on our website's homepage for a reasonable period of time following such update, and by changing the effective date (located at the bottom of this page). Be sure to return to this page periodically to ensure familiarity with the most current version of this Privacy Policy.

### **No Information from Children Under 13**

Fret Dojo strongly believes in protecting the privacy of children. In line with this belief, we do not knowingly collect or maintain Personally Identifiable Information on our website from persons under years of age, and no part of our website is directed to persons under thirteen (13) years of age. If you are under thirteen (13) years of age, then please do not use or access our website at any time or in any manner. We will take appropriate steps to delete any Personally Identifiable Information of persons less than thirteen (13) years of age that has been collected on our website without verified parental consent upon learning of the existence of such Personally Identifiable Information.

*Effective as of 1st August, 2017*