

## **Terms of Use & Privacy Policy**

Welcome to the SingersBabel LLC (“SingersBabel”) website -- [www.singersbabel.com](http://www.singersbabel.com) (“Website”) -- and any other websites, features, content, applications or services owned or operated by SingersBabel (collectively, “SingersBabel Online”). This Terms of Use and Privacy Policy (“Policy”) is for the users, members, customers and others who visit and use SingersBabel Online (collectively or individually, “Users”).

**PLEASE READ CAREFULLY THE FOLLOWING TERMS OF USE.** By accessing, browsing, using and/or registering or buying from SingersBabel Online, you acknowledge that you have read, understood, and agree to be bound by the following terms, including ANY GUIDELINES AND FUTURE modifications (collectively, the “Terms of Use”). If you do not agree to these Terms of Use, THEN you are not authorized to use SingersBabel Online.

### **1. When This Policy Applies.**

This Policy applies whether you are accessing SingersBabel Online via a personal computer, a mobile device or any other technology or devices now known or hereafter developed or discovered and whether you are accessing SingersBabel Online as a registered user (if offered by SingersBabel) or other user of the Website.

This Policy will remain in full force and effect, even if your use of or participation in SingersBabel Online or any particular service, feature, function or promotional activity offered through the Website terminates, expires, ceases, is suspended or deactivated for any reason. If you do not agree with this Privacy Policy, please do not participate in the Site or any features, activities or services offered through the Site.

If you agree to be bound by the terms of this Agreement, you should click on the “I AGREE” button at the end of this Agreement. If you do not agree to be bound by the terms of this Agreement, you should click “I DISAGREE.” If you click “I DISAGREE,” you will not be able to proceed with the registration process for SingersBabel Online and become a user. To the extent you have access to, or are using, SingersBabel Online without having completed our registration process or clicked on an “I AGREE” button, you are hereby notified that your continued use of SingersBabel Online is subject to many of the terms and conditions of this Agreement as explained below.

We may change the terms of this Agreement at any time. The changes will appear in this document, which you can access at any time. You are expected to check this Agreement regularly for changes and agree to be bound by such changes by using SingersBabel Online after changes are made to this Agreement.

### **2. Your Account Information.**

Except as is necessary to facilitate your ability to use SingersBabel Online, SingersBabel will not collect or store your information. We will not share, rent, sell, or transfer your personally identifiable information with third parties. We utilize “cookies” on our site. These are small files that are sent to and stored on individual computers in order to allow a website to recognize it as a unique machine.

We use an outside payment processor (“Merchant Bank”) to process your payment. SingersBabel is not responsible for any information collected by our Merchant Bank. In addition, we may link to, or promote, web sites or services from other companies or offer you the ability to download software from other companies. You agree that we are not responsible for, and do not control, those web sites, services and software. The use of cookies or information collected by third parties, including our Merchant Bank, is not covered by this Agreement. We do not have access or control over such cookies or the storage of such information.

We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, request from law enforcement agencies or legal process served on us.

Upon entering into this Agreement, registering and making payment, you will be provided with credentials to access SingersBabel Online (“Credentials”). You, and only you, are authorized to use the access SingersBabel Online with your Credentials and you may do so only while you comply with this Agreement and all payment terms. You are expressly prohibited from permitting the unauthorized access to any portion of SingersBabel Online, including but not limited to, by allowing someone else, including friends or colleagues, to use your Credentials. No one who is not expressly authorized by SingersBabel may download, copy or collect information from any part of SingersBabel Online, or access or use all or any part of SingersBabel Online.

You are solely responsible for maintaining the confidentiality of any and all passwords provided in connection with SingersBabel Online. If you become aware of any unauthorized access of SingersBabel Online, you agree to notify SingersBabel immediately.

You agree to notify us promptly if you change your address or email so we can continue to contact you and send any notices required hereunder. If you fail to notify us promptly of a change, then any notice we send to your old address or email shall be deemed sufficient notice.

SingersBabel Online is not intended or designed to attract or allow children under the age of 13. We do not collect personally identifiable data from any person we know to be under the age of 13. You agree that the information you provide to SingersBabel during registration and, at all other times, will be true, accurate, current and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times.

### **3. Your Payment Responsibilities**

You agree to pay the User and/or Subscription fees and any other charges incurred in connection with your user name and password for SingersBabel Online, including any applicable taxes (“Subscription”), at the rates in effect when the charges were incurred. We will bill all charges automatically to your credit card. Subscription fees will be billed at the beginning of your Subscription or any renewal. Unless we state in writing otherwise, all fees and charges are nonrefundable. We may change the fees and charges then in effect, or add new fees or charges, by giving you notice in advance. If you want to use a different credit card or there is a change in credit card validity or expiration date, or if you believe someone has accessed SingersBabel Online using your user name and password without your authorization, you must contact us immediately in writing. You are responsible for any fees or charges incurred to access SingersBabel Online through an Internet access provider or other third-party service.

If a subscriber, you may cancel your membership at any time. To cancel your membership, visit our website and click the words "Cancel Membership" on the "Profile" page and follow the instructions for cancellation under the heading "Cancel Membership". WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS.

Your Subscription will be renewed automatically, unless you specifically select the option that you do not want to automatic renewal, or if you cancel your account, or if we terminate it. You must cancel your Subscription before it renews in order to avoid billing of subscription fees for the renewal term to your credit card.

### **4. Content and Intellectual Property Rights**

All text, graphics, images, audio, video, metadata, design, organization, compilation, look and feel, advertising and all other protectable intellectual property (the “Content”) available through SingersBabel Online are our property or the property of our advertisers and licensors and are protected by copyright and other intellectual property laws. Unless you have our written consent, you may not

sell, publish, distribute, retransmit or otherwise provide access to the Content received through SingersBabel Online to anyone in violation of applicable law.

#### **5. DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY.**

YOU AGREE THAT YOUR ACCESS TO, AND USE OF, SINGERSBABEL ONLINE AND THE CONTENT AVAILABLE THROUGH SINGERSBABEL ONLINE IS ON AN "AS-IS", "AS AVAILABLE" BASIS AND WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SINGERSBABEL AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS ("THE SINGERSBABEL PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER PERSON AS A RESULT OF YOUR ACCESS OR USE OF SINGERSBABEL ONLINE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE SINGERSBABEL PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE SINGERSBABEL PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

YOU AGREE TO INDEMNIFY, SAVE, AND HOLD SINGERSBABEL, ITS AFFILIATED COMPANIES, AND ITS SUPPLIERS, LICENSORS, AND PARTNERS HARMLESS FROM ANY CLAIMS, LOSSES, DAMAGES, LIABILITIES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF YOUR USE OR MISUSE OF SINGERSBABEL ONLINE, VIOLATION OF THIS AGREEMENT, VIOLATION OF THE RIGHTS OF ANY OTHER PERSON OR ENTITY, OR ANY BREACH OF THE REPRESENTATIONS, WARRANTIES, AND COVENANTS MADE BY YOU HEREIN. SINGERSBABEL RESERVES THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO INDEMNIFY SINGERSBABEL, AND YOU AGREE TO COOPERATE WITH SINGERSBABEL'S DEFENSE OF THESE CLAIMS.

THE INTENDED USE OF SINGERSBABEL ONLINE IS FOR LEARNING. SINGERSBABEL IS NOT RESPONSIBLE FOR YOUR USE OF ANY CONTENT AND RESULTS ARE NOT GUARANTEED.

#### **6. Trademarks**

"SingersBabel", "BabelGuides", "BabelSounds" and all other trademarks, service marks, graphics and logos used in connection with SingersBabel Online are trademarks or service marks of SingersBabel or their respective owners, and certain of them are registered with the United States Patent and Trademark Office. Access and use of SingersBabel Online does not grant or provide you with the right or license to reproduce or otherwise use the SingersBabel name or any SingersBabel or third-party trademarks, service marks, graphics or logos.

#### **7. Copyright Complaints**

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(3), all claims of copyright infringement for content that is believed to be residing on the SingersBabel LLC ("SingersBabel") website, computer system, or network should be promptly sent via written notice to SingersBabel's designated agent listed below:

All claims must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single on-line site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit SingersBabel to contact the complaining party, such as an address, telephone number, and an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed (i.e., "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed").
7. Sign your statement and send your written communication to SingersBabel's designated agent below.

Under Section 17 U.S.C. § 512(f) any person, who knowingly materially misrepresents that material or activity is infringing, may be subject to liability for damages. Only a parent or legal guardian may file a complaint on behalf of a minor. Please note that the information provided in our complaint may be forwarded to the person who provided the allegedly infringing content.

Send the written notification to SingersBabel's designated agent: SingersBabel LLC

Attn: Trudy Weaver Miller  
PO Box 1153  
104 Main Street, Suite 2  
Sheffield, MA 01257  
Phone: 413 248 4160  
Email: [tmiller@singersbabel.com](mailto:tmiller@singersbabel.com)

Please note that only PDF attachments will be accepted at the email address for security reasons. Accordingly, any notification of infringement submitted electronically with an attachment not in PDF form may not be received or processed.

## **8. General Terms**

This Agreement contains the final and entire agreement between us regarding your use of SingersBabel Online and supersedes all previous and contemporaneous oral or written agreements regarding your use of SingersBabel Online. We may discontinue or change the services, or their availability to you, at any time. This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. No third party is a beneficiary of this Agreement. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts,

United States of America, applicable to contracts made entirely within Massachusetts and wholly performed in Massachusetts, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be state or federal court located in Berkshire and/or Hampden County, Massachusetts, U.S.A. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

**9. Modification of these Terms.**

SingersBabel reserves the right, at our discretion, to change, modify, add, or remove portions of this Policy at any time. Your continued use of SingersBabel Online after the posting of changes constitutes your binding acceptance of such changes.

**10. Disclosures.**

The services hereunder are offered by SingersBabel LLC., located at: 104 Main Street, Suite 2, Sheffield, MA 01257 U.S.A. You can also contact us through our email at: [info@singersbabel.com](mailto:info@singersbabel.com).

*Version 2.2.15*