

THE LEGAL AGREEMENTS SET OUT BELOW GOVERN YOUR USE OF THE EASTMAN DIGITAL DOWNLOAD STORE, (HEREAFTER REFERRED TO AS "THE STORE.") TO AGREE TO THESE TERMS, CLICK "AGREE." IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE," AND DO NOT USE THE SERVICES.

PAYMENTS, TAXES, AND REFUND POLICY

THE STORE accepts these forms of payment: credit cards issued by U.S. banks and payments through your PayPal account. You agree that you will pay for all products you purchase through the Services, and that THE STORE may charge your credit card or PayPal account for any products purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your Account. YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING THE STORE WITH A VALID CREDIT CARD OR PAYPAL ACCOUNT DETAILS FOR PAYMENT OF ALL FEES. All fees will be billed to the credit card or PayPal account you designate during the registration process. The STORE will not store credit information.

Your total price will include the price of the product plus any applicable sales tax; such sales tax is based on the bill-to address and the sales tax rate in effect at the time you download the product. We will charge tax only in states where digital goods are taxable. All sales of products are final.

Prices for products offered via the Services may change at any time, and the Services do not provide price protection or refunds in the event of a price reduction or promotional offering. If a product becomes unavailable following a transaction but prior to download, your sole remedy is a refund. If technical problems prevent or unreasonably delay delivery of your product, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by THE STORE.

GIFT CERTIFICATES, ALLOWANCES, AND CONTENT CODES

Gift Certificates in addition to unused balances are not redeemable for cash and cannot be returned for a cash refund (except as required by law). Unused balances are not transferable.

THE STORE reserves the right to close accounts and request alternative forms of payment if a Gift Certificate is fraudulently obtained or used on the Service.

THE STORE, ISSUER, AND THEIR LICENSEES, AFFILIATES, AND LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CERTIFICATES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT THAT A GIFT CERTIFICATE IS NONFUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH GIFT CERTIFICATE. THESE LIMITATIONS MAY NOT APPLY TO YOU. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY ALSO HAVE ADDITIONAL RIGHTS.

PRE-ORDERS

By pre-ordering products, you are authorizing the Services to automatically charge your account and download the product when it becomes available. You may cancel your pre-order prior to the time the item becomes available.

ELECTRONIC CONTRACTING

Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

THE STORE is not responsible for typographic errors.

B. THE STORE TERMS AND CONDITIONS

THIS LEGAL AGREEMENT BETWEEN YOU AND THE STORE GOVERNS YOUR USE OF THE STORE SERVICE

THE EASTMAN STORE SERVICE

THE STORE is the provider of the Service, which permits you to purchase or rent digital content ("EASTMAN STORE Products") for end user use only under the terms and conditions set forth in this Agreement.

REQUIREMENTS FOR USE OF THE EASTMAN DIGITAL DOWNLOAD STORE SERVICE

THE STORE Service is available for individuals aged 13 years or older. If you are 13 or older but under the age of 18, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

Use of the Service requires compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. High-speed Internet access is strongly recommended for regular use and is required for video. The latest version of required software is recommended to access THE STORE Service and may be required for certain transactions or features and to download Products previously purchased from THE STORE Service. You agree that meeting these requirements, which may change from time to time, is your responsibility. THE STORE Service is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the Service.

YOUR ACCOUNT

As a registered user of THE STORE Service, you may establish an account ("Account"). Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify THE STORE of any security breach of your Account. THE STORE shall not be responsible for any losses arising out of the unauthorized use of your Account.

In order to purchase and download Eastman Digital Download Products from the Eastman Digital Download Store, you must enter your Username and password to authenticate your Account. Once you have authenticated your Account, you will not need to authenticate again for fifteen minutes. During this time, you will be able to purchase and download Eastman Digital Download Products without re-entering your password.

You agree to provide accurate and complete information when you register with, and as you use THE STORE Service and you agree to update your THE STORE Registration Data to keep it accurate and complete. You agree that THE STORE may collect and use the Eastman Digital Download Registration Data you provide for use in maintaining and billing fees to your Account.

PRIVACY

Please refer to our privacy policy statement

CONTENT AVAILABILITY

THE STORE reserves the right to change content options (including eligibility for particular features) without notice.

USAGE RULES

(i) You shall be authorized to use THE STORE products only for personal, noncommercial use.

(ii) You shall not be entitled to burn video Eastman Digital Downloads.

IMPORTANT SAFETY INFORMATION

To avoid muscle, joint, or eye strain during your use of the products offered through THE STORE Service, you should always take frequent breaks, and take a longer rest if you experience any soreness, fatigue, or discomfort.

INTELLECTUAL PROPERTY

You agree that THE STORE Service, including but not limited to THE STORE Products, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement THE STORE, contains proprietary information and material that is owned by the EASTMAN SCHOOL OF MUSIC and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of THE STORE Service in compliance with this Agreement. No portion of THE STORE Service may be reproduced in any form or by any means, except as expressly permitted in these terms. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on THE STORE Service in any manner, and you shall not exploit THE STORE Service in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

Notwithstanding any other provision of this Agreement, THE STORE and its licensors reserve the right to change, suspend, remove, or disable access to any THE STORE Products, content, or other materials comprising a part of THE STORE Service at any time without notice. In no event will THE STORE be liable for making these changes. THE STORE may also impose limits on the use of or access to certain features or portions of THE STORE Service, in any case and without notice or liability.

All copyrights in and to THE STORE Service (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) and related software are owned by THE STORE and/or its licensors, who reserve all their rights in law and equity. THE USE OF THE SOFTWARE OR ANY PART OF THE STORE SERVICE, EXCEPT FOR USE OF THE STORE SERVICE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

The Eastman School of Music, the Eastman School name, THE STORE, and other Eastman School of Music trademarks, service marks, graphics, and logos used in connection with THE STORE Service are trademarks or registered trademarks of the Eastman School of Music in the U.S. and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with THE STORE Service may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

TERMINATION

If you fail, or THE STORE suspects that you have failed, to comply with any of the provisions of this Agreement, THE STORE, at its sole discretion, without notice to you may: (i) terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and/or (ii) terminate the license to the software; and/or (iii) preclude access to THE STORE Service (or any part thereof).

THE STORE reserves the right to modify, suspend, or discontinue THE STORE Service (or any part or content thereof) at any time with or without notice to you, and THE STORE will not be liable to you or to any third party should it exercise such rights.

DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION

THE STORE DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE ITUNES SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME THE STORE MAY REMOVE THE STORE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE STORE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE STORE SERVICE IS AT YOUR SOLE RISK. THE STORE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE STORE SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY THE STORE) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

IN NO CASE SHALL THE STORE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE STORE SERVICE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE STORE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE STORE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE STORE LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

THE STORE SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE STORE SERVICE, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND THE STORE HEREBY

DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

THE STORE DOES NOT REPRESENT OR GUARANTEE THAT THE STORE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND THE STORE DISCLAIMS ANY LIABILITY RELATING THERETO. SOME PRODUCTS CAN BE DOWNLOADED ONLY ONCE; AFTER BEING DOWNLOADED, THEY CANNOT BE REPLACED IF LOST FOR ANY REASON. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY THE STORE PRODUCTS PURCHASED FROM THE STORE.

WAIVER AND INDEMNITY

BY USING THE STORE SERVICE, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD EASTMAN SCHOOL OF MUSIC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE STORE SERVICE, OR ANY ACTION TAKEN BY THE STORE AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM THE STORE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE STORE SERVICE, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF THE STORE'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

CHANGES

THE STORE reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of THE STORE Service. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of THE STORE Service will be deemed acceptance thereof.

MISCELLANEOUS

This Agreement constitutes the entire agreement between you and THE STORE and governs your use of THE STORE Service, superseding any prior agreements between you and THE STORE. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. THE STORE'S failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. THE STORE will not be responsible for failures to fulfill any obligations due to causes beyond its control.

THE STORE Service is operated by the Eastman School of Music or the University of Rochester in Rochester, NY in the United States. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of THE STORE Service. All transactions on THE STORE Service are governed by New York law, without giving effect to its conflict of law provisions. Your use of THE STORE Service may also be subject to other laws. You expressly agree that

exclusive jurisdiction for any claim or dispute with THE STORE or relating in any way to your use of THE STORE Service resides in the courts in the State of New York. Risk of loss and title for all electronically delivered transactions pass to the purchaser in New York upon electronic transmission to the recipient. No STORE employee or agent has the authority to vary this Agreement.

THE STORE may notify you with respect to THE STORE Service by sending an email message to your Account email address or a letter via postal mail to your Account mailing address, or by a posting on THE STORE Service. Notices shall become effective immediately.

THE STORE reserves the right to take steps THE STORE believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that THE STORE has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as THE STORE believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to THE STORE's right to cooperate with any legal process relating to your use of THE STORE and/or THE STORE products, and/or a third-party claim that your use of THE STORE Service and/or THE STORE Products is unlawful and/or infringes such third party's rights).