

# TERMS AND CONDITIONS

## MINDFUL SOUND ACADEMY

**Effective Date:** 12/01/2025

**Last Updated:** 12/01/2025

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### 1. ACCEPTANCE OF TERMS

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("Member," "you," or "your") and Mindful Sound LLC ("Company," "we," "us," or "our"), governing your access to and use of the Mindful Sound Academy membership service, including all content, music, bonus materials, community access, and related services (collectively, the "Service").

By creating an account, accessing the Service, or downloading any content, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Music License Agreement. If you do not agree to these Terms, you must not access or use the Service.

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### 2. ELIGIBILITY

You must be at least 18 years of age to subscribe to the Service. By subscribing, you represent and warrant that you are of legal age to form a binding contract and meet all eligibility requirements. If you are accessing the Service on behalf of a

business entity, you represent that you have the authority to bind that entity to these Terms.

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## **3. MEMBERSHIP AND ACCOUNT**

### **3.1 Account Registration**

To access the Service, you must create an account by providing accurate, current, and complete information. You agree to maintain and promptly update your account information to keep it accurate and current.

### **3.2 Account Security**

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to:

- Use a strong, secure password
- Not share your account credentials with any third party
- Immediately notify us of any unauthorized use of your account
- Not allow any other person to use your account to access the Service

We reserve the right to suspend or terminate your account if we reasonably believe your account has been compromised or is being used in violation of these Terms.

### **3.3 One License Per Membership**

Each membership grants access to one individual or one business entity. Multiple users may not share a single membership. Organizations requiring multiple user access must purchase separate memberships for each user.

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## 4. MEMBERSHIP PLANS AND BILLING

### 4.1 Membership Fees

The Service is offered on a subscription basis with monthly recurring billing.

Current membership rates are:

- Founding Member Rate: \$17/month (locked-in rate for qualifying members)
- Standard Member Rate: \$27/month

All fees are stated in U.S. Dollars and are non-refundable except as expressly provided in these Terms.

### 4.2 Automatic Renewal

Your membership will automatically renew each month on the anniversary of your enrollment date unless you cancel prior to the renewal date. By subscribing, you authorize us to charge your designated payment method on a recurring monthly basis.

### 4.3 Payment Methods

You must provide a valid payment method to subscribe to the Service. You authorize us to charge all membership fees to your designated payment method. If your payment method fails or your account is past due, we reserve the right to suspend or terminate your access to the Service.

### 4.4 Price Changes

We reserve the right to change our membership fees at any time. Founding Members who enrolled during the launch period will maintain their locked-in rate

of \$17/month for the lifetime of their continuous membership. For all other members, any price changes will be communicated to you at least 30 days in advance and will take effect on your next billing cycle. Your continued use of the Service after a price change constitutes your acceptance of the new fees.

## **4.5 Failed Payments**

If a payment fails, we will attempt to process the payment again. If payment fails repeatedly, your access to the Service may be suspended or terminated. You remain responsible for any uncollected amounts.

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# **5. CANCELLATION AND REFUNDS**

## **5.1 Cancellation by Member**

You may cancel your membership at any time with no penalties or early termination fees. Cancellation can be initiated through your account settings or by contacting customer support. Upon cancellation:

- Your access to the member area and ability to download new content will cease at the end of your current billing period
- You will retain perpetual license rights to all music and materials downloaded during your active membership period
- No further charges will be made to your payment method
- You will not receive a refund for any remaining time in your current billing period

## **5.2 No Refund Policy**

Due to the digital nature of the Service and immediate access to downloadable content upon enrollment, **all membership fees are non-refundable**. This includes but is not limited to:

- Monthly membership fees
- Partial month refunds
- Refunds due to lack of use or dissatisfaction
- Refunds for unauthorized use by third parties resulting from your failure to maintain account security

### **5.3 Cancellation by Company**

We reserve the right to suspend or terminate your membership and access to the Service at any time, with or without notice, for any reason, including but not limited to:

- Violation of these Terms
- Violation of the Music License Agreement
- Fraudulent, abusive, or illegal activity
- Non-payment of fees
- Conduct that we believe may harm the Company, other members, or third parties

If we terminate your membership due to your breach of these Terms, you will not be entitled to any refund, and you will immediately lose all rights to use any downloaded content.

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## **6. INTELLECTUAL PROPERTY RIGHTS**

### **6.1 Ownership**

All content available through the Service, including but not limited to music, audio files, bonus materials, guides, graphics, logos, trademarks, text, software, and other materials (collectively, "Content") is owned by Mindful Sound LLC and is protected by United States and international copyright, trademark, and other intellectual property laws.

## **6.2 Limited License Grant**

Subject to your compliance with these Terms and the Music License Agreement, we grant you a limited, non-exclusive, non-transferable, revocable license to:

- Access and use the Service for your personal or business use
- Download music and bonus materials during your active membership
- Use downloaded music in accordance with the Music License Agreement

This license does not include the right to:

- Reproduce, distribute, publicly display, or publicly perform the Content except as expressly permitted in the Music License Agreement
- Create derivative works from the Content except as expressly permitted in the Music License Agreement
- Use any data mining, robots, or similar data gathering or extraction methods
- Reverse engineer, decompile, or disassemble any aspect of the Service

## **6.3 Reservation of Rights**

All rights not expressly granted to you in these Terms and the Music License Agreement are reserved by Mindful Sound LLC. No license or right is granted to you by implication or otherwise under any intellectual property rights owned or controlled by us or our licensors, except as expressly granted in these Terms.

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## 7. PROHIBITED CONDUCT

You agree not to engage in any of the following prohibited activities:

### 7.1 Unauthorized Distribution

- Sharing, selling, or distributing music files downloaded from the Service to any third party except as expressly permitted in the Music License Agreement
- Distributing your account credentials to allow unauthorized access to the Service
- Uploading music files to file-sharing services, torrent sites, or any other distribution platform

### 7.2 Copyright Infringement

- Using the music in any manner that violates copyright law or the Music License Agreement
- Claiming authorship or ownership of the music
- Registering the music with Content ID, sync licensing services, or any rights management system
- Creating "music only" products without narration as required by the Music License Agreement

### 7.3 System Interference

- Attempting to gain unauthorized access to any portion of the Service or any systems or networks connected to the Service
- Uploading or transmitting viruses, malware, or any other malicious code
- Interfering with or disrupting the Service or servers or networks connected to the Service
- Using any automated means (bots, scrapers, etc.) to access the Service

## **7.4 Fraudulent Activity**

- Using stolen credit cards or payment information
- Creating multiple accounts to access founding member pricing or other benefits multiple times
- Engaging in any form of payment fraud or chargeback abuse

## **7.5 Misrepresentation**

- Providing false or misleading information during registration or at any other time
- Impersonating any person or entity or falsely stating or misrepresenting your affiliation with any person or entity

## **7.6 Harmful Conduct**

- Using the Service for any illegal purpose or in violation of any local, state, national, or international law
- Harassing, threatening, or abusing other members or Company personnel
- Posting or transmitting any content that is defamatory, obscene, or otherwise objectionable in community areas

**Violation of any prohibited conduct may result in immediate termination of your membership, forfeiture of all license rights, and legal action.**

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## **8. COMMUNITY GUIDELINES**

Access to our private member community is a privilege, not a right. Members must:

- Treat all community members with respect and professionalism

- Refrain from posting spam, promotional content, or solicitations without permission
- Not share other members' personal information or content without consent
- Contribute constructively to discussions
- Report any violations of these guidelines to us

We reserve the right to remove any content or ban any member from the community at our sole discretion.

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## **9. DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA)**

We respect the intellectual property rights of others and expect our members to do the same. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement by one of our members, please provide our designated agent with the following information:

- A physical or electronic signature of the copyright owner or authorized representative
- Identification of the copyrighted work claimed to have been infringed
- Identification of the material that is claimed to be infringing and its location
- Your contact information
- A statement that you have a good faith belief that use of the material is not authorized
- A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner

**DMCA Agent:**

Mindful Sound LLC

Address:

Email:

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## **10. DISCLAIMERS**

### **10.1 Service Provided "As Is"**

THE SERVICE AND ALL CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

### **10.2 No Guarantee of Results**

We make no representations or warranties that use of the Service or Content will result in any particular business outcome, revenue, audience growth, or other results. Your success depends on numerous factors beyond our control.

### **10.3 Technical Issues**

We do not warrant that the Service will be free from bugs, security breaches, or viruses. You are responsible for configuring your information technology, computer programs, and platform to access the Service and should use your own virus protection software.

### **10.4 Third-Party Platforms**

We are not responsible for any issues arising from third-party platforms (such as payment processors, hosting services, or streaming platforms) that may be used in connection with the Service.

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## **11. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

### **11.1 Exclusion of Damages**

IN NO EVENT SHALL MINDFUL SOUND LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

- Your access to or use of or inability to access or use the Service
- Any conduct or content of any third party on the Service
- Any content obtained from the Service
- Unauthorized access, use, or alteration of your transmissions or content

### **11.2 Limitation of Liability Cap**

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE SERVICE OR THESE TERMS EXCEED THE AMOUNT YOU PAID TO US IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER.

### **11.3 Basis of the Bargain**

You acknowledge that we have set our prices and entered into these Terms in reliance upon the disclaimers of warranty and limitations of liability set forth

herein, and that the same form an essential basis of the bargain between you and us.

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## 12. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Mindful Sound LLC, its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising from or relating to:

- Your use or misuse of the Service
- Your breach of these Terms or the Music License Agreement
- Your violation of any law, regulation, or rights of any third party
- Any content or materials you create using our music
- Any unauthorized use of your account resulting from your failure to maintain account security
- Any claim that content you created using our music infringes upon or misappropriates the intellectual property rights of any third party

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## 13. DISPUTE RESOLUTION

### 13.1 Informal Resolution

Before filing a claim, you agree to try to resolve the dispute informally by contacting us at [your support email]. We will try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 60 days of submission, you or we may bring a formal proceeding.

## **13.2 Arbitration Agreement**

**YOU AND MINDFUL SOUND LLC AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE SHALL BE SETTLED BY BINDING ARBITRATION, EXCEPT THAT EACH PARTY RETAINS THE RIGHT TO SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF IN A COURT OF COMPETENT JURISDICTION TO PREVENT THE ACTUAL OR THREATENED INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF A PARTY'S COPYRIGHTS, TRADEMARKS, TRADE SECRETS, PATENTS, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

The arbitration will be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes. The arbitration will be conducted in California, or at another mutually agreeable location, by a single arbitrator appointed in accordance with the AAA rules.

## **13.3 Class Action Waiver**

**YOU AND MINDFUL SOUND LLC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

Unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

## **13.4 Exceptions**

Notwithstanding the above, either party may bring a lawsuit in court solely for injunctive relief to stop unauthorized use or abuse of the Service or infringement

of intellectual property rights without first engaging in arbitration or the informal dispute resolution process.

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## **14. GOVERNING LAW AND VENUE**

These Terms and any dispute arising out of or related to the Service shall be governed by and construed in accordance with the laws of the State of California, United States of America, without regard to its conflict of law provisions.

Any legal action or proceeding arising under these Terms (except for arbitration or actions seeking injunctive relief) will be brought exclusively in the federal or state courts located in California, and you hereby irrevocably consent to the personal jurisdiction and venue therein.

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## **15. MODIFICATIONS TO TERMS**

We reserve the right to modify these Terms at any time. If we make material changes, we will notify you by email or by posting a notice on the Service at least 30 days before the changes take effect. Your continued use of the Service after the effective date of the revised Terms constitutes your acceptance of the changes.

If you do not agree to the modified Terms, you must stop using the Service and cancel your membership. If you cancel within 30 days of being notified of material changes, you may request a prorated refund for the remainder of your then-current billing period.

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## **16. ENTIRE AGREEMENT**

These Terms, together with our Music License Agreement and Privacy Policy, constitute the entire agreement between you and Mindful Sound LLC regarding the Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Service.

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## **17. SEVERABILITY**

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect. The invalid, illegal, or unenforceable provision will be deemed modified to the extent necessary to make it valid, legal, and enforceable while preserving its intent to the greatest extent possible.

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## **18. WAIVER**

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term. Our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

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## **19. ASSIGNMENT**

You may not assign or transfer these Terms or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We

may assign these Terms at any time without notice or consent. Any attempt by you to assign or transfer these Terms without our prior written consent shall be null and void.

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## **20. FORCE MAJEURE**

We shall not be liable for any failure or delay in performance under these Terms due to causes beyond our reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

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## **21. SURVIVAL**

The following sections shall survive termination of these Terms: Sections 6 (Intellectual Property Rights), 10 (Disclaimers), 11 (Limitation of Liability), 12 (Indemnification), 13 (Dispute Resolution), 14 (Governing Law and Venue), and any other provisions that by their nature should survive.

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## **22. NOTICES**

All notices, requests, and other communications under these Terms must be in writing and will be deemed to have been duly given when received:

**To You:** At the email address you provided during registration

**To Us:**

Mindful Sound LLC  
Attn: Legal Department  
4918 Norwich Ave Sherman Oaks, CA 91403  
Email: support@mindfulsoundacademy.com

You consent to receive electronic communications from us, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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## **23. CONTACT INFORMATION**

If you have any questions about these Terms, please contact us at:

**Mindful Sound LLC**

Email: support@mindfulsoundacademy.com  
Website: www.mindfulsoundacademy.com

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## **24. ACKNOWLEDGMENT**

BY CREATING AN ACCOUNT AND USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM.

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