



Music creators must be a United States citizen and a resident of the United States.  
This restriction does not apply to dance creators.

## PRIVACY POLICY

Effective Date: March 4, 2019

The following privacy policy (“Policy”) is hereby entered into as of the Effective Date by you (“you”) as a visitor or user of the website [www.ClassStatic.com](http://www.ClassStatic.com) (“Site”), which Site is owned and administered by **Class Static Productions, LLC** (“we” or “us”), as a condition of your use of the Site. By visiting and using the Site, you agree to be bound by the terms of this Policy. If you do not agree with this Privacy Policy, do not use the Site or avail yourself of any of its features, activities, products or services offered through or in connection therewith.

### 1. General Applicability.

We may amend this Policy from time to time by posting the revised Policy to the Site with a new Effective Date, and you agree to periodically check the Site for updates to the Policy. By using the Site, you consent to our collection and use of your information. If you do not agree to this Policy, you must navigate away from the Site.

## **2. Collection.**

By using the Site, you permit us to collect, store and use the personal information you provide to us, as well as anonymous, non-personally identifiable information. We may ask you for your name, age, email address, street address and phone number, which we typically collect during and after the registration process. We may also ask for your credit card information to facilitate purchases. We utilize “cookies,” which are small data files shared between the Site and your web browser to accommodate easy access to the Site for future visits, such as automatically populating your username and/or password at log-in. You can deactivate “cookies” on your web browser at any time. The non-personal information we collect may include your IP address, browser type and demographic information such as your zip code or location, which we may use to customize your experience on the Site, as well as to analyze general usership of the Site.

## **3. Usage.**

We may store and use the information you provide to us to contact you, fulfill purchases on the Site, provide you with more information about us and the Site, and to communicate promotional activities from us, third-party business partners, and advertisers.

## **4. Sharing.**

We may share aggregated, non-personal information collected from the Site with third-party business partners, service providers, and advertisers. We may also share personal information to third-party vendors to whom we outsource certain services on the Site, including the hosting and maintenance of our servers, database, e-mail marketing, credit card processing, customer service and product fulfillment. We intend to cooperate with all applicable government entities and officials to comply with the law, which may require disclosure of personal information that we, in our sole discretion, believe necessary or appropriate to respond to claims and legal proceedings; to protect our rights and interests or those of a third party; to prevent or stop any illegal activity; or to otherwise comply with applicable laws, rules, regulations, and court orders.

## **5. Security.**

We employ security policies and procedures consistent with applicable privacy and security laws to protect personal information and to prevent against unauthorized access, use, access, and disclosure of personal information. We also limit access to the administration of the Site by our own agents, employees, and vendors, and we seek to engage, as available, third-party contractors that employ similar security policies and procedures. Notwithstanding the foregoing, no security system can guarantee the complete safety of your information.

## **6. Data Retention.**

We may retain, store and use your information for a reasonable period of time following termination of your user account or use of the Site, in accordance with applicable law. We may also retain backup information related to your user account and use of the Site on our servers for after termination in order to comply with fraud detection, applicable laws and/or our security policies and procedures. Due to technical, financial or legal constraints, it may not be possible to completely delete all of your information following termination of your user account or use of the Site.

## 7. Links to Third Parties.

From time to time, we may make available on the Site certain content and links from third party advertisers. This Policy does not apply to those third-party websites, and we do not endorse the policies of those third party websites, as they are out of our control. Should you navigate away from the Site via third party advertiser's link or advertisement, you do so at your own risk. We are not responsible for any third party services or lack of services. We are not responsible for any third party mistakes. We are not responsible for any third party services or lack of services. We are not responsible for any third party mistakes.

## 8. Data Collection from Children.

Visitors and users of the Site must be thirteen years of age or older. If we have reason to believe a visitor or user of the Site under the age of thirteen has transmitted personal information to us, we will endeavor to delete it from our data. A parent or guardian who becomes aware that their child under the age of thirteen has transmitted personally identifiable information to us without their consent, the parent or guardian should contact us immediately us at [info@classstatic.com](mailto:info@classstatic.com).

## 9. Unsubscribe Policy and Updates to Information.

You may unsubscribe from our promotional emails at any time via the specific unsubscribe instructions available on the email. You can also contact us directly to change your subscription preferences and to update your personal information. To make such a request, please complete an electronic notice form located in client's My Account/Profile titled submit notice. Client will receive a proof of delivery statement to the email address indicated by client in the notice form. It is client's responsibility to ensure that a delivery statement is received by identifying and keeping a record of the delivery statement. The notice shall be deemed served on the date the recipient party directly responds by email indicating the desired service or outreach has been terminated. California residents may request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. California residents who have an established business relationship with us may also choose to opt-out of our disclosing personal information about them to third parties. If you do not want us to share your personal information with such third parties, please send us your name, address and phone number to [info@classstatic.com](mailto:info@classstatic.com).

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## TERMS & CONDITIONS

Effective Date: March 4, 2019

The following terms of use ("Terms of Use") is hereby entered into as of the Effective Date by you ("you") as a visitor or user of the website [www.ClassStatic.com](http://www.ClassStatic.com) ("Site"), which Site is owned and administered by **Class Static Productions, LLC** ("we" or "us"), as a condition of your use of the Site. Additional terms may also apply to certain activities on the Site, incorporated herein by this reference. If you do not wish to be bound by these Terms of Use, you must navigate away from the Site and refrain from providing us with any information.

We may amend these Terms of Use from time to time by posting the revised Terms of Use to the Site with a new Effective Date, and you agree to periodically check the Site for updates to the Terms of Use. By using the Site, you agree to the amended terms.

## **1. Use and Content.**

All information and materials available via the Site (collectively, the “Content”) are protected by copyright, trademark and other applicable laws, and are owned or controlled by us or our licensors. You agree to abide by all laws, notices, information and restrictions concerning the Content on our Site. You shall not copy, download, store, publish or distribute the Content without our or our licensor’s prior written consent.

## **2. User Registration.**

You may be prompted to create a user account with a unique username and password (“User Log-in”) in order to access certain content, features, services or functionality of the Site. Accordingly, we may require you to provide certain additional information, such as your email, name, date of birth, address, etc. (collectively, your “User Profile”).

You are required to pay the registration fee for the plan or plans you sign-up for to become a member of Class Static Productions. You are required to complete the registration process emailed to you. Royalty disbursement or copyright processing will not be processed until the registration process is completed.

You represent and warrant that all profile information you submit is truthful and accurate. You are responsible for maintaining the confidentiality of your User Log-in and accept liability for the use of your User Log-in that you provide to your employee, agent or any other individual who may access your User Profile as a result of your act or omission. Should an unauthorized user access your User Profile, you are advised to reset your password and to notify us immediately. We reserve the right to deny access to any user of the Site and to suspend any User Profile, at our sole discretion. Clients are responsible for keeping their email address and other contact information (address, phone number, etc.) updated in their client profile account titled my account/profile. Keeping this information updated will allow our company to deposit client’s royalties to the appropriate account and provide clear communication on important matters. Failure to keep this information updated can and will result in delayed deposits for royalties. Our company is not responsible for delayed payments due to outdated information in client’s my account/profile.

## **3. Third-Party Links, Products and Services.**

We may provide content and links to third party business partners and advertisers on the Site, and the activities you engage in with such third-parties are strictly between you and such third parties. We do not warrant or guarantee, nor do we assume liability or responsibility for, the products, services or offerings of any third-party business partner or advertiser. We are not responsible for any third party services or lack of services. We are not responsible for any third party mistakes.

#### **4. User-Generated Content.**

You shall not post to any user-generated message board (“Message Board”) on the Site any content that may be deemed libelous, obscene, abusive or in violation of any law. We do not endorse the content or opinions of users on any Message Boards, and we reserve the right to delete content on the Message Boards or to discontinue their use at any time. You may not use Message Boards to advertise products or services or solicit personal information from other users. By posting your original content on the Site, you grant us a royalty-free, perpetual, worldwide right and license to make that content available on the Site in the same form, location, and media as elected by you by virtue of your post. To the extent the content you post to the Site incorporates ideas, concepts or suggestions which may be utilized or developed by us, you agree not to seek ownership thereof or compensation therefor.

#### **5. Representations and Warranties.**

You warrant and represent that you have reached the age of majority in your jurisdiction and have the legal capacity to enter into these Terms of Use. You agree that neither your use of the Site nor any information submitted by you will violate or infringe upon the rights of any third party, including, without limitation, copyright, trademark, privacy or publicity, moral rights, contract rights or other personal or proprietary rights. You hereby agree to indemnify, defend and hold us and our officers, directors, shareholders, agents, service providers, affiliates, licensors, users, licensees and representatives (collectively, the “Indemnified Parties”) harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms of Use or the foregoing representations, warranties and covenants, including, without limitation, court costs and attorneys' fees. You shall cooperate as fully as reasonably required in the defense of any claim and shall not enter into any settlement agreement which affects our rights without our prior written approval. We reserve the right to assume the defense and control of any matter otherwise subject to indemnification by you.

#### **6. System Integrity.**

You shall not disable or interfere with the functioning of the Site or any feature of the Site, nor shall you attempt to do so. You shall not post or upload any content which may cause disruption, damage or delay to the Site or to our systems, including but not limited to uploading disproportionately large data files or collections of data. You are prohibited from so-called “scraping” of data or content from the Site, including any other automated means of copying or downloading data or content from the Site.

#### **7. Disclaimer of Warranties.**

All information and content on the Site is provided “as is,” and we do not warrant, represent, guarantee or endorse the accuracy or reliability of any such or information. Use the Site at your own risk. We cannot guarantee continuous, uninterrupted access to or functionality of the Site. We make no warranties, express or implied, as to the fitness for a particular use or purpose, or any other warranty, including but not limited to the accuracy of any information or content available on the Site. We expressly disclaim any and all warranties to the fullest extent permitted under law.

## **8. Limitation of Liability.**

Neither we nor any of our employees, agents, shareholders, officers, directors, affiliates or representatives shall be liable for any direct or indirect consequential, special, punitive, or exemplary damages or losses incurred by you in connection with your use or inability to use the Site or any feature thereof. The aggregate liability that we may incur shall be no more than one hundred dollars. We disclaim and any all liability to the fullest extent permitted under law.

## **9. Copyright Infringement Claims.**

If you believe any information or content on the Site infringes upon your copyright or the copyright belonging to a third party, you are advised to contact us with written notice containing the following: (i) your physical mailing address, phone number, and e-mail address; (ii) the identification and location on the Site of such copyrighted work; (iii) a statement by you that you have a good faith belief that the unauthorized use of the information or content is not authorized by the copyright owner(s) or its/their administrator(s); (iv) the electronic or physical signature of the person authorized to act on behalf of the owner(s) of the copyrighted work that is allegedly being infringed; and (v) a statement by you, under penalty of perjury, that the information in your notice is accurate and that you are either the copyright owner or are an agent authorized to act on behalf of the copyright owner(s). You may contact us to report copyright infringement by emailing [info@classstatic.com](mailto:info@classstatic.com).

## **10. Copyright.**

We do not monitor to determine if works of foreign origin are protected by the U.S. Copyright law. Every individual is responsible for identifying if their works of foreign origin is protected by the U.S copyright law, before registering their work with us. According to the U.S. Copyright Office, "all works that are unpublished, regardless of the nationality of the author, are protected in the United States". The U.S Copyright Office has copyright agreements with different foreign countries. Countries that have an established copyright agreement with the U.S. Copyright Office are protected by the U.S. copyright law. Refer to the [See Circular 38a](#), International Copyright Relations of the United States to determine what foreign countries have an established agreement with the U.S. Copyright Office and if your work is protected by the U.S. Copyright Office.

## **11. Services.**

Class Static services is for songwriters and composers who need both copyright and administration publishing services. Copyright and administration publishing fees will be applied to all songs submitted. Clients are able to register as many songs as they want with Class Static. We will work on client's behalf and collect their money worldwide. Only songs registered with our company will be included in client's song catalog. Class Static will not represent songs that are not register with us. There is a \$200.00 copyright editing fee. This is for any work that has already been registered with the U.S. Copyright Office and needs changes/edits.

By agreeing to our terms and agreement, you authorize Class Static Productions or any third party company affiliated with us to administer your content on YouTube for Monetization. Class Static Productions or any third-party company affiliated with us do not own the content of your work.

Class Static copyright services are extended to choreographers who want to protect and copyright their original choreography. Choreographers who submit choreography only will be charged for copyright fees and their one-time membership plan fee. Choreographers can submit their original work and Class Static will process their work to the copyright office. Copyright fees will be applied to all choreography submitted. There is a \$200.00 copyright editing fee. The copyright editing fee is for any work that has already been registered with the U.S. Copyright Office and needs changes/edits.

Class Static clients can terminate their contract at any time. If client's cancel their plan, song royalties will continue to be collected one year after their cancelation.

## **12. Miscellaneous.**

These Terms of Use constitute the entire agreement between you and us as it relates the Site, notwithstanding the Privacy Policy and any additional agreements entered into between you and us, which are hereby made appurtenant hereto. If any provision of the Terms of Use shall be deemed invalid or unenforceable by a court of competent jurisdiction, such provisions shall be severed and construed to reflect the original intent of the parties, and the remaining provisions shall remain in full force and effect. No waiver of any provision by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms of use shall not constitute a waiver of such right or provision. The Site is hosted and operated in the United States and we make no representation that any Content is appropriate for access outside of the United States. Those who choose to access the Site from outside the United States do so at their own discretion and shall comply with local laws. These Terms of Use shall be construed and enforced in accordance with Georgia law without regard to any conflict of law provisions. Any and all actions in connection with the Site and/or these Terms of Use must be brought exclusively in the federal or state courts located in Atlanta, Georgia, U.S.A.