

Music Care Inc Privacy Policy and Terms of Use

Privacy Policy and Terms of Use

Effective date: June 26, 2020

Music Care Inc ("us", "we", or "our," "the Company"), operates the <http://PracticalHeartSkills.com> website (the "Service").

Our attorneys are great people and we appreciate their diligence. It is important to us to include some of their advice here for you with respect to our Privacy Policy and Terms of Use, which protect both us and you in the most equitable way possible under current American law and best practices.

Privacy Policy

This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible from <http://MusicCare.net>

Definitions

Service

Service is the <http://MusicCare.net> website operated by Music Care Inc

Personal Data

Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).

Usage Data

Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

Cookies

Cookies are small pieces of data stored on your device (computer or mobile device).

Data Controller

Data Controller means the natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal information are, or are to be, processed.

For the purpose of this Privacy Policy, we are a Data Controller of your Personal Data.

Data Processors (or Service Providers)

Data Processor (or Service Provider) means any natural or legal person who processes the data on behalf of the Data Controller.

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We may use the services of various Service Providers in order to process your data more effectively.

Data Subject (or User)

Data Subject is any living individual who is using our Service and is the subject of Personal Data.

Information Collection And Use

We collect several different types of information for various purposes to provide and improve our Service to you.

Types of Data Collected

Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Cookies and Usage Data

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send or by contacting us.

Usage Data

We may also collect information how the Service is accessed and used ("Usage Data"). This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

Location Data

We may use and store information about your location if you give us permission to do so ("Location Data"). We use this data to provide features of our Service, to improve and customize our Service.

You can enable or disable location services when you use our Service at any time, through your device settings.

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Tracking Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information.

Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- **Session Cookies.** We use Session Cookies to operate our Service.
- **Preference Cookies.** We use Preference Cookies to remember your preferences and various settings.
- **Security Cookies.** We use Security Cookies for security purposes.

Use of Data

Music Care Inc uses the collected data for various purposes:

- To provide and maintain our Service
- To notify you about changes to our Service
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer support
- To gather analysis or valuable information so that we can improve our Service
- To monitor the usage of our Service
- To detect, prevent and address technical issues
- To provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information

Legal Basis for Processing Personal Data Under General Data Protection Regulation (GDPR)

If you are from the European Economic Area (EEA), Music Care Inc legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Data we collect and the specific context in which we collect it.

Music Care Inc may process your Personal Data because:

- We need to perform a contract with you
- You have given us permission to do so
- The processing is in our legitimate interests and it's not overridden by your rights

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- For payment processing purposes
- To comply with the law

Retention of Data

Music Care Inc will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

Music Care Inc will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

Transfer Of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Music Care Inc will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

Disclosure Of Data

Business Transaction

If Music Care Inc is involved in a merger, acquisition or asset sale, your Personal Data may be transferred. We will provide notice before your Personal Data is transferred and becomes subject to a different Privacy Policy.

Disclosure for Law Enforcement

Under certain circumstances, Music Care Inc may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Legal Requirements

Music Care Inc may disclose your Personal Data in the good faith belief that such action is necessary to:

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- To comply with a legal obligation
- To protect and defend the rights or property of Music Care Inc
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

Security Of Data

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

"Do Not Track" Signals

We do not support Do Not Track ("DNT"). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

Your Data Protection Rights Under General Data Protection Regulation (GDPR)

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. Music Care Inc aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data.

If you wish to be informed what Personal Data we hold about you and if you want it to be removed from our systems, please contact us.

In certain circumstances, you have the following data protection rights:

The right to access, update or to delete the information we have on you.

Whenever made possible, you can access, update or request deletion of your Personal Data directly within your account settings section. If you are unable to perform these actions yourself, please contact us to assist you.

The right of rectification. You have the right to have your information rectified if that information is inaccurate or incomplete.

The right to object. You have the right to object to our processing of your Personal Data.

The right of restriction. You have the right to request that we restrict the processing of your personal information.

The right to data portability. You have the right to be provided with a copy of the information we have on you in a structured, machine-readable and commonly used format.

The right to withdraw consent. You also have the right to withdraw your consent at any time where Music Care Inc relied on your consent to process your personal information.

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Please note that we may ask you to verify your identity before responding to such requests.

You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.

You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about visits activity.

For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <http://www.google.com/intl/en/policies/privacy/>

Payments

We may provide paid products and/or services within the Service. In that case, we use third-party services for payment processing (e.g. payment processors).

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

The payment processors we work with are:

Apple Store In-App Payments

Their Privacy Policy can be viewed at <https://www.apple.com/legal/privacy/en-ww/>

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Google Play In-App Payments

Their Privacy Policy can be viewed at <https://www.google.com/policies/privacy/>

Stripe

Their Privacy Policy can be viewed at <https://stripe.com/us/privacy>

PayPal or Braintree

Their Privacy Policy can be viewed at
<https://www.paypal.com/webapps/mpp/ua/privacy-full>

FastSpring

Their Privacy Policy can be viewed at <http://fastspring.com/privacy/>

Authorize.net

Their Privacy Policy can be viewed at
<https://www.authorize.net/company/privacy/>

2Checkout

Their Privacy Policy can be viewed at
<https://www.2checkout.com/policies/privacy-policy>

Sage Pay

Their policies can be viewed at <https://www.sagepay.co.uk/policies>

Square

Their Privacy Policy can be viewed at <https://squareup.com/legal/privacy-no-account>

Go Cardless

Their Privacy Policy can be viewed at <https://gocardless.com/en-eu/legal/privacy/>

Elavon

Their Privacy Policy can be viewed at <https://www.elavon.com/privacy-pledge.html>

Verifone

Their Privacy Policy can be viewed at <https://www.verifone.com/en/us/legal>

Links To Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Children's Privacy

Our Service does not address and our Products are not intended for anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Children has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

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Changes To This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Terms of Use

IMPORTANT! THESE TERMS OF SERVICE (TOS) GOVERN YOUR USE OF THIS SITE, WHICH IS PROVIDED BY OUR COMPANY. BY ACCESSING THIS SITE, YOU ARE INDICATING YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS OF USE. THESE TERMS OF USE ARE SUBJECT TO CHANGE BY OUR COMPANY AT ANY TIME IN ITS DISCRETION. YOUR USE OF THIS SITE AFTER SUCH CHANGES ARE IMPLEMENTED CONSTITUTES YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THE CHANGES. PLEASE CONSULT THESE TERMS OF USE REGULARLY.

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YOU MUST BE EIGHTEEN (18) YEARS OR OLDER TO ACCESS THIS WEBSITE. IF YOU ARE UNDER EIGHTEEN YEARS OF AGE, YOU ARE NOT PERMITTED TO ACCESS THIS WEB SITE FOR ANY REASON. DUE TO THE AGE RESTRICTIONS FOR USE OF THIS WEB SITE, NO INFORMATION OBTAINED BY THIS WEB SITE FALLS WITHIN THE CHILD ONLINE PRIVACY ACT (COPA) AND IS NOT MONITORED AS DOING SO.

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Company in causing any unauthorized co-branding, framing or hyper-linking immediately to cease.

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Our Company will treat any personal information that you submit through this site in accordance with its Privacy Policy as set forth above.

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LIMITATION ON LIABILITY

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PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO COMPANY FOR THE APPLICABLE CONTENT, PRODUCT OR SERVICE OUT OF WHICH LIABILITY AROSE.

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INFORMATION YOU PROVIDE

You may not post, send, submit, publish, or transmit in connection with this site any material that:

- you do not have the right to post, including proprietary material of any third party;
- advocates illegal activity or discusses an intent to commit an illegal act;
- is vulgar, obscene, pornographic, or indecent;
- does not pertain directly to this site;
- threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- seeks to exploit or harm children by exposing them to inappropriate content, whether asking for personally identifiable details or otherwise;
- infringes any intellectual property or other rights of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- violates any law or may be considered to violate any law;
- impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests,

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displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this site;

- solicits funds, advertisers or sponsors;
- includes programs which contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
- disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise acts in a way which affects the ability of other people to engage in real time activities via this site;
- includes MP3 format files;
- amounts to a 'pyramid' or similar scheme;
- disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site; or
- contains hyperlinks to other sites that contain content that falls within the descriptions set forth above.

Although under no obligation to do so, our Company reserves the right to monitor use of this site to determine compliance with these Terms of Use, as well the right to remove or refuse any information for any reason. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither Company nor any third party that provides Content to Company will assume or have any liability for any action or inaction by Company or such third party with respect to any submission.

SECURITY

Any passwords used for this site are for individual use only. You are responsible for the security of your password (if any). The Company will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that Company considers insecure, Company will be entitled to require the password to be changed and/or terminate your account. You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Company reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. Company reserves the right to investigate suspected violations of these Terms of Use.

Company reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Company to disclose the identity of anyone posting any e-mail messages or website comments, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

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BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

MISCELLANEOUS

These Terms of Use will be governed and interpreted pursuant to the laws of California, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in California in connection with any dispute between you and Company arising out of these Terms of Use or pertaining to the subject matter hereof. The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use or pertaining to the subject matter of these Terms of Use will be in the state and federal courts in California. If any part of these Terms of Use is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this site will govern the items to which they pertain. The company may revise these Terms of Use at any time by updating this posting.

Contact Us

If you have any questions about this Privacy Policy and/or Terms of Use, please contact us:

- By email: info@musiccare.net
- By phone number: 209-800-2185
- By mail: 1501 India St Ste 103-38 San Diego California 92101 USA