

## ACADÉMIE GREGORY

### Terms of use

**Académie Gregory.** L'Académie Gregory offers a subscription service that allows its members to access online educational video capsules related to the teaching of music techniques (the "**Content**") streamed on computers and other devices connected to the Internet (the "**Compatible Devices**").

**Service.** The Service is provided to you by Les Productions Gregory Inc., a corporation headquartered at 1260 Mill Street, Montreal (QC) H3K 2B4 Canada. The present terms of use govern your use of the service. In these terms of use, the terms "Service", "our service" or "the service" mean the service provided by L'Académie Gregory which allows to search and view the Content, including the functions as a whole, the recommendations and reviews, the Web platform and the user interfaces, as well as all Content and the programs associated with our service.

**Subscription.** Your subscription to L'Académie Gregory is for a period of 4 to 8 months, being the complete duration of the teaching of the methodology. In order to use the Service, you must have Internet access and a device compatible with L'Académie Gregory and provide an accepted and valid payment method that you can modify from time to time (the "**payment method**"). Unless you cancel your subscription before the date of the next withdrawal, you authorize us to take the payment provided for your subscription according to the payment method you have chosen (see section "Cancellation" hereunder).

**Billing.** Subscription fees to the Service and any other fees you may commit to the use of the service, such as taxes and possible transaction fees, are indicated in your subscription confirmation, and the deductions according to the chosen payment method. In some cases, the date of your payment may change. L'Académie Gregory uses the payment platform stripe.com for the payment and collection of subscription fees for the Service. You hereby consent to the use of this payment platform or any other platform designated by L'Académie Gregory.

**Payment Method.** If a payment is not properly settled, due to expiration of your credit card, insufficient funds or otherwise, and that you do not modify your payment method, we may suspend your access to the service until we obtain a valid payment method. When you update your payment method, you authorize us to continue to charge this updated payment method and you remain responsible for the amounts not collected. For some payment methods, the issuer could impose certain fees, like operation fees or fees related to the treatment of your payment method. The local tax charges may vary depending on the payment method used. Please refer to the service provider of your payment method for more details.

**Cancellation.** You can cancel your subscription to L'Académie Gregory at any time. To the extent permitted by law, payments are not refundable except for billing periods used partially (according to the payment method you have chosen) and we do not offer any refund or credit for unwatched Content. To cancel your subscription, please send us the written termination form attached to these terms of use or another similar notice to the following address: [info@academiegregory.com](mailto:info@academiegregory.com). If you cancel your subscription, your account will be automatically closed at the date of receipt of your cancellation request.

**Changes to the fees and service plans.** We may change our service plans and the service fee from time to time; however, any modification of fee or service plan will only apply to you at least 30 days following notice to you.

**Use.** The Service and any Content viewed through the service are exclusively for your personal and non-commercial use. During your subscription period at L'Académie Gregory, we grant you a limited, non-exclusive and non-transferable licence, giving you access to the Service and allowing you to view the Content. Except with respect to the above-mentioned limited licence, no right, title or interest is granted or assigned to you. You agree not to use the service for public screenings. L'Académie Gregory regularly makes changes to the Service, including to the content library.

**Acceptance.** You agree to use the Service, including all related features, in accordance with all applicable laws and regulations, and other restrictions on the use of the service or its contents. You agree not to archive the content and information contained in the Service or obtained through it, or to reproduce, distribute, modify, display, or publish them, grant a licence to use them, create derivative works thereof, or offer to sell or use them. You also agree not to bypass the protection measures of the content of the Service, modify, deactivate, damage or counteract them, not to use robots, indexation robots, web-harvesting tools or other automated methods to access the Service, not to decompile, reverse engineer or disassemble any software or other product or process accessible by the Service, not to insert any code or product or manipulate the content of the Service in any way and not to use a method of crawling, collecting or retrieving data. In addition, you agree not to upload, display, send by e-mail or otherwise send or transmit material designed to interrupt, destroy or restrain the functionality of any software or computer material or any telecommunication equipment associated to the Service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these terms of use or are engaged in illegal or fraudulent use of the service.

**Internet Access.** You are responsible for all your Internet access charges. Please verify with your Internet service provider to obtain information regarding the potential data transmission fees. The time necessary to begin watching the Content will vary according to a number of factors, including your location, the bandwidth available at the time, the content that you have selected and the configuration of your L'Académie Gregory-compatible device.

**Web Platform.** The Web platform of L'Académie Gregory was developed by or for L'Académie Gregory and is designed to enable viewing of the Content on Compatible Devices. The Web platform of L'Académie Gregory may vary depending on the device and the medium, the functions may also differ from a device to another. You acknowledge that the use of the service may require third-party software that are subject to third-party licences. You agree that you may automatically receive updated versions of the Web platform of L'Académie Gregory and related third-party software.

**Passwords and account access.** The holder of the account must control the access to the L'Académie Gregory account and to Compatible Devices used to access our service. To maintain control of the account and prevent anyone from accessing it (which would include information on viewing history for the account), the holder of the account must maintain control over the Compatible Devices used to access the service and must not disclose to anyone the password and the details of the payment method associated with the account. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. We can terminate your account or place your account on hold in order to protect you, and to protect L'Académie Gregory or our partners, from identity theft or any other fraudulent activity.

**Privacy.** As a condition for using the Service, you agree that you have read, understood and accepted L'Académie Gregory's Privacy Policy, which may be updated from time to time. After notice of a change to the privacy policy, continued use of the website(s) will be deemed acceptance of the policy. In connection with your submissions on L'Académie Gregory's platform, you affirm, represent and warrant that: (i) posting your submission on or through the Service does not and will not violate any the privacy rights, publicity rights or other rights of any person; and (ii) you have the written consent, release and/or permission of each and every identifiable person in your submission to use the name or likeness of each and every such identifiable person to include and use the submissions in the manner contemplated by the Service and these Terms of Use. L'Académie Gregory reserves the right to remove submission(s) that are in contravention with the Privacy Policy.

**Warranty and limit to liability.** The service is provided "as is" and without warranty or condition. In particular, our service may experience interruptions or errors. You waive all special, indirect and consequential damages against us. These terms will not limit any non-waivable warranties or consumer protection rights that you may be entitled to.

#### **Miscellaneous provisions**

**Governing law.** These terms of use are governed by the laws of the province of Quebec and the laws of Canada applicable therein.

**Unsolicited materials.** L'Académie Gregory does not accept unsolicited material or ideas for the Content and is not responsible for its content or program in any form, be it material or ideas that would have been transmitted to it.

**Customer support.** For more information regarding our service and its functions or if you need assistance for your account, please contact us at [info@academiegregory.com](mailto:info@academiegregory.com).

**Survival.** If one or more provision of the present terms of use are deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the other provisions will remain fully in effect.

**Changes to terms of use and Assignment.** From time to time, L'Académie Gregory may change these terms of use. We will notify you at least 30 days before such changes apply to you. We can assign or transfer our agreement with you, including our related rights and obligations at any time and you agree to cooperate with us in connection with such an assignment or transfer.

**Electronic communications.** We will send you information relating to your account (e.g. payment authorizations, invoices, changes in password or payment method, confirmations messages, notifications) in electronic form only, for example via e-mails sent to your e-mail address provided during registration. You hereby consent to the mailing of any electronic communication relating to L'Académie Gregory to the e-mail address related to your member's account.

### **Discussion forum**

L'Académie Gregory provides its subscribers with a space to allow exchanges and collaboration. You must only use this service in a responsible manner and must respect the rules of use in this regard. You agree not to use the Service or contribute content that is: discriminatory behavior or any attack involving the dignity of the human being. You are solely responsible for your writings. A moderator can remove any contribution that would not be appropriate. We have the right, but not the obligation, to review, edit, or delete any contribution. Without limiting the foregoing, L'Académie Gregory has the right, but not the obligation, to delete any content that (i) violates these terms of use; or (ii) is otherwise illegal, offensive, or inappropriate. Upon such violation, we will have the sole discretion to terminate your access to the Service, as well as terminate your member's account.

Although L'Académie Gregory may from time to time monitor or review discussion forums, L'Académie Gregory is under no obligation to do so and assumes no responsibility or liability arising from any member's contribution for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained therein. Display of a member's contribution does not constitute approval or endorsement by L'Académie Gregory.

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Latest update: April 2020

**TERMINATION FORM**

To the attention of:

**Académie Gregory**

1260 Mill Street, Suite 100  
Montréal, QC  
H3K 2B4

Date of the request: \_\_\_\_\_

Subject: Cancellation of subscription

\_\_\_\_\_

Pursuant to section 193 of the Consumer Protection Act, I hereby terminate my subscription to L'Académie Gregory as of (date): \_\_\_\_\_.

Reason for termination: \_\_\_\_\_.

I, the undersigned (name of the consumer) \_\_\_\_\_,  
confirm that I wish to terminate my subscription to L'Académie Gregory.

I also confirm that I have read and understood the cancellation conditions related to this cancellation request (at the bottom of this document).

Signature of the consumer: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Telephone number (daytime): \_\_\_\_\_

Cancellation terms: You can cancel your subscription to L'Académie Gregory at any time. To the extent permitted by law, payments are not refundable except for billing periods used partially (according to the payment method you have chosen) and we do not offer any refund or credit for unwatched Content.