

BRASS LEGACY TERMS & CONDITIONS AND PRIVACY POLICY

TERMS AND CONDITIONS

BRASS LEGACY Web Site and Commissions Terms and Conditions of Use

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1. Parties.

This is an agreement between you and us. By agreeing to the terms of these Terms and Conditions, you will be bound by the terms of these Terms and Conditions, and you represent and warrant that we have the legal authority to enter into these Terms and Conditions. A Subscriber under these Terms and Conditions is defined depending on subscription level: (i) a Subscriber through a University Partnership includes all active, registered students and faculty affiliated with the subscribed university; (ii) a Subscriber through an Ensemble Partnership includes all members of the subscribed ensemble of up to 8 members; (iii) a Subscriber through Individual Partnership includes a single subscribed individual only.

2. Proprietary Rights.

As between you and us, we own, solely and exclusively, all rights, title and interest in and to the Web Site and Commissions, all the content (including, for example, audio, photographs, illustrations, graphics, other visuals, video, copy, text, software, titles, etc.), code, data and materials thereon, the look and feel, design and organization of the Web Site, and the compilation of the content, code, data and materials on the Web Site, including but not limited to any copyrights, trademark rights, patent rights, database rights, moral rights, sui generis rights and other intellectual property and proprietary rights therein. Your use of the Web Site and Commissions does not grant to you ownership of any content, code, data or materials you may access on or through the Web Site.

3. Limited License - Web Site.

You may access and view the content on the Web Site on your computer or other device and, unless otherwise indicated in these Terms and Conditions or on the Web Site, make single copies or prints of the content on the Web Site for your personal or educational use only. Unless otherwise specifically indicated in these Terms and Conditions or on the Web Site, use of the Web Site and the services offered on or through the Web Site, are only for your personal, non-commercial use. Any content made available through downloadable materials may be used by you even after your subscription has expired, as long as the content was properly downloaded during an active subscription period. For Academic Institutions, our Academic Licensing Agreement can be found at <https://brasslegacy.com/download/2225/>.

4. Limited License - Commissions.

You have access and permissions to rehearse, perform, record, live-stream, etc. all Commissions you are entitled to as stipulated in your subscription level: (i) University Partners are entitled to one hard copy of score/parts for four Commissions per subscription year; (ii) Ensemble Partners are entitled to one digital copy of score/parts for four Commissions per subscription year; (iii) Individual are entitled to one digital copy of score/parts for one Commission of their choosing per subscription year, with the ability to purchase additional Commissions should they be interested. All Commissions will be exclusively distributed by us for 2 years from the moment of completion. You are entitled to use Commissions in the capacities described above even after your subscription has expired, as long as the Commissions were received from us during an active subscription period.

5. Prohibited Use.

Unless otherwise specifically indicated in these Terms and Conditions or on the Web Site, any commercial or promotional distribution, publishing or exploitation of the Web Site or Commissions, or any content, code, data or materials on the Web Site, is strictly prohibited unless you have received the express prior written permission from our authorized personnel or the otherwise applicable rights holder. Other than as expressly allowed herein or on the Web Site, you may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials on or available through the Web Site. You further agree that you may not alter, edit, delete, remove, otherwise change the meaning or appearance of, or repurpose, any of the content, code, data, or other materials on or available through the Web Site, including, without limitation, the alteration or removal of any trademarks, trade names, logos, service marks, or any other proprietary content or proprietary rights notices. You acknowledge that you do not acquire any ownership rights by downloading or otherwise using any copyrighted material from or through the Web Site. If you make other use of the Web Site, or the content, code, data or materials thereon or available through the Web Site, except as otherwise provided above, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use.

6. Trademarks.

The trademarks, logos, service marks and trade names (collectively the "Trademarks") displayed on Commissions, the Web Site, or on content available through the Web Site are our registered and unregistered Trademarks and others and may not be used in connection with products and/or services that are not related to, associated with, or sponsored by their rights holders that are likely to cause customer confusion, or in any manner that disparages or discredits their rights holders. All Trademarks not owned by us that appear on the Web Site or on or through the Web Site's services, if any, are the property of their respective owners. Nothing contained on the Web Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Web Site without our written permission or the third party that may own the applicable Trademark. Your misuse of the Trademarks displayed on the Web Site or on or through any of the Web Site's services is strictly prohibited.

7. User Information.

In the course of your use of the Web Site and/or the services made available on or through the Web Site, you may be asked to provide certain personalized information to us (such information referred to hereinafter as "User Information"). Our information collection and use policies with respect to the privacy of such User Information are set forth in the Web Site's Privacy Policy which is incorporated herein by reference for all purposes. You acknowledge and agree that you are solely responsible for the accuracy and content of User Information.

8. Membership Agreement

Those institutions, organizations or individuals who become members of Brass Legacy will receive a password that provides access to the information presented within the Web Site. Only registered Brass Legacy members have permission to view and print any and all of the information provided within Web Site. Members, or anyone otherwise, may not loan, rent, lease, or otherwise transfer the information within Web Site, nor Commissions, to another person without the written permission of Axiom Brass, LLC.

The Brass Legacy membership password is strictly confidential and can only be known and used by the registered member. Anyone who shares or reveals their membership password, or any of the information presented within the Brass Legacy website without specific written permission from Axiom Brass, LLC, is violating the conditions of this agreement. This will result in an automatic termination of membership.

The entire contents of the Web Site are copyrighted under the laws of the United States and other copyright laws. You agree to comply with all copyright laws, intellectual property rights, and refrain from negligent or wrongful conduct by you or any other person accessing the Web Site using your membership password.

You may cancel your Brass Legacy membership at any time, with or without cause, upon e-mail notice or a phone call. A user who cancelled membership may still access the Web Site and Commissions until immediately prior to their subscription renewal date. No refunds will be distributed to cancelled memberships unless agreed upon by us. The foregoing provisions regarding your confidential password, indemnification, waiver, and release and limitation of liability, shall survive any termination of this agreement.

9. Prohibited User Conduct.

You warrant and agree that, while using the Web Site and the various services, features and functionality offered on or through the Web Site, you shall not: (a) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (b) insert your own or a third party's advertising, branding or other promotional content into any of the Web Site's content, materials or services (for example, without limitation, in an Embedded Video (as defined herein), or RSS feed), or, except as otherwise specifically authorized in these Terms and Conditions or on the Web Site use, redistribute, republish or exploit such content or service for any further commercial or promotional purposes; or (c) attempt to gain unauthorized access to other computer systems through the Web Site. You shall not: (i) engage in spidering, "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the Web Site or the services offered on or through the Web Site, including without limitation any information residing on any server or database connected to the Web Site or the services offered on or through the Web Site; (ii) obtain or attempt to obtain unauthorized access to computer systems, materials or information through any means; (iii) use the Web Site or the services made available on or through the Web Site in any manner that could interrupt, damage, disable, overburden, or impair the Web Site or such services, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests; (iv) use the Web Site or the Web Site's services or features in violation of our or any third party's intellectual property or other proprietary or legal rights; or (v) use the Web Site or the Web Site's services in violation of any applicable law. You further agree that you shall not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Web Site or the Web Site's services, or any content thereof, or make any unauthorized use thereof. You agree that you shall not use the Web Site in any manner that could interfere with any other party's use and enjoyment of the Web Site or any of its services. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through the Web Site.

10. Public Forums.

We may, from time to time, make messaging services, chat services, bulletin boards, message boards, blogs, other forums and other such services available on or through the Web Site. In addition to any other rules or regulations

that we may post in connection with a particular service, you agree that you shall not upload, post, transmit, distribute or otherwise publish through the Web Site or any service or feature made available on or through the Web Site, any materials which (i) restrict or inhibit any other user from using and enjoying the Web Site or the Web Site's services, (ii) are fraudulent, unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, trade secret, confidentiality, contract, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus, spyware, or other harmful component, (vi) contain embedded links, advertising, chain letters or pyramid schemes of any kind, or (vii) constitute or contain false or misleading indications of origin, endorsement or statements of fact. You further agree not to impersonate any other person or entity, whether actual or fictitious, including us or our personnel. You also may not offer to buy or sell any product or service on or through your comments submitted to our forums. You alone are responsible for the content and consequences of any of your activities.

11. Right to Monitor and Editorial Control.

We reserve the right, but do not have an obligation, to monitor and/or review all materials posted to the Web Site or through the Web Site's services or features by users, and we are not responsible for any such materials posted by users. However, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in our sole discretion are objectionable or in violation of this Terms of Use, our policies or applicable law. We may also impose limits on certain features of the forums or restrict your access to part or all of the forums without notice or penalty if we believe you are in breach of the guidelines set forth in this paragraph, our terms and conditions or applicable law, or for any other reason without notice or liability.

12. Private or Sensitive Information on Public Forums.

It is important to remember that comments submitted to a forum may be recorded and stored in multiple places, both on our Web Site and elsewhere on the Internet, which are likely to be accessible for a long time and you have no control over who will read them eventually. It is therefore important that you are careful and selective about the personal information that you disclose about yourself and others, and in particular, you should not disclose sensitive, embarrassing, proprietary or confidential information in your comments to our public forums.

13. Linking to the Web Site.

Unless otherwise specifically indicated in these Terms and Conditions or on the Web Site, you agree that: (i) if you include a link from any other web site to the Web Site, such link shall open in a new browser window and shall link to the full version of an HTML formatted page of this Web Site; (ii) you are not permitted to link directly to any image hosted on the Web Site or our services, such as using an "in-line" linking method to cause the image hosted by us to be displayed on another web site; and (iii) you agree not to download or use images hosted on this Web Site on another web site, for any purpose, including, without limitation, posting such images on another site. You agree not to link from any other web site to this Web Site in any manner such that the Web Site, or any page of the Web Site, is "framed," surrounded or obfuscated by any third party content, materials or branding. We reserve all of our rights under the law to insist that any link to the Web Site be discontinued, and to revoke your right to link to the Web Site from any other web site at any time upon written notice to you.

14. Indemnification.

You agree to defend, indemnify and hold us and our affiliates and our affiliates' directors, officers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including attorneys' fees, arising in any way from your use of the Web Site, your placement or transmission of any message, content, information, software or other materials through the Web Site, or your breach or violation of the law or of these Terms and Conditions. We

reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

15. Third Party Web Sites.

You may be able to link from the Web Site to third party web sites and third party web sites may link to the Web Site ("Linked Sites"). You acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Sites. Links to Linked Sites do not constitute an endorsement or sponsorship by us of such web sites or the information, content, products, services, advertising, code or other materials presented on or through such web sites. The inclusion of any link to such sites on our Site does not imply our endorsement, sponsorship, or recommendation of that site. Axiom Brass, LLC disclaims any liability for links (1) from another web site to this Web Site and (2) to another web site from this Web Site. Axiom Brass, LLC cannot guarantee the standards of any web site to which links are provided on this Web Site nor shall we be held responsible for the contents of such sites, or any subsequent links. We do not represent or warrant that the contents of any third party web site is accurate, compliant with state or federal law, or compliant with copyright or other intellectual property laws. Also, we are not responsible for or any form of transmission received from any linked web site. Any reliance on the contents of a third party web site is done at your own risk and you assume all responsibilities and consequences resulting from such reliance.

16. Embedded Video Links.

Certain pages of the Web Site provide the functionality for you to "embed" videos appearing on the page on other web sites or blog pages (together with the Player, as defined herein, the "Embedded Video"). The functionality is provided by giving you the necessary HTML code to include on such page to make that Embedded Video appear. If you include the HTML on a web or blog page, the actual video stream for the Embedded Video will be served from our servers but the Embedded Video may be rendered to the visitor of that page as part of that page. If you elect to embed video on a page, you agree as follows: (i) you will not alter, in any respect, the Embedded Video (including without limitation the content, format, and length and advertising associated therewith) from how it is served from our servers; (ii) you will not facilitate access to the Embedded Video through any video player or other tool other than the video player that is provided by us when the Embedded Video appears (the "Player"); (iii) the Embedded Video may be used as part for commercial purposes, including on an advertising-supported page, provided that: (a) the Embedded Video shall not be included in, or used as part of, a service that sells access to video content; (b) you shall not insert advertising, sponsorship or promotional messages in, or immediately adjacent to, the Embedded Video or Player; and (c) to the extent you sell any advertising, sponsorship or promotional material to appear on the same page that includes the Embedded Video, the page includes other content not provided by us which is a sufficient basis for such sales. You may not block, inhibit, build upon or disable any portion of the Player, including without limitation links back to our site. You understand and agree that all measured metrics related to the access and viewing of the Embedded Video shall be credited to the Web Site Without limitation of any provision of these Terms of Use, we shall have no liability to you for any reason with respect to your use of Embedded Video and you agree to defend, indemnify and hold us and our affiliates and our affiliates' directors, officers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including attorneys' fees, arising in any way from your use of the Embedded Video.

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PRIOR TO THE EXECUTION OF A PURCHASE OR SALE OF ANY SECURITY OR INVESTMENT, YOU ARE ADVISED TO CONSULT WITH YOUR BROKER OR OTHER FINANCIAL ADVISOR TO VERIFY PRICING AND OTHER INFORMATION. WE SHALL HAVE NO LIABILITY FOR INVESTMENT DECISIONS BASED UPON, OR THE RESULTS OBTAINED FROM, THE CONTENT PROVIDED HEREIN. NOTHING CONTAINED IN THE WEB SITE SHALL BE CONSTRUED AS INVESTMENT ADVICE. WE ARE NOT A REGISTERED BROKER-DEALER OR INVESTMENT ADVISOR AND DO NOT GIVE INVESTMENT ADVICE OR RECOMMEND ONE PRODUCT OVER ANOTHER.

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IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL WE OR ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE WEB SITE OR THE CONTENT, FEATURES, MATERIALS AND FUNCTIONS RELATED THERETO, YOUR PROVISION OF INFORMATION VIA THE WEB SITE, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY

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19. Applicable Laws.

We control and operate the Web Site from our offices in the United States of America. We do not represent that materials on the Web Site are appropriate or available for use in other locations. Persons who choose to access the Web Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. All parties to these terms and conditions waive their respective rights to a trial by jury.

20. Termination.

We may terminate, change, suspend or discontinue any aspect of the Web Site or the Web Site's services at any time. We may restrict, suspend or terminate your access to the Web Site and/or its services if we believe you are in breach of our terms and conditions or applicable law, or for any other reason without notice or liability. We maintain a policy that provides for the termination in appropriate circumstances of the Web Site use privileges of users who are repeat infringers of intellectual property rights.

21. Changes to Terms of Use.

We reserve the right, at our sole discretion, to change, modify, add or remove any portion of the Terms and Conditions, in whole or in part, at any time. Changes in the Terms and Conditions will be effective when posted. Your continued use of the Web Site and/or the services made available on or through the Web Site after any changes to the Terms and Conditions are posted will be considered acceptance of those changes.

22. Miscellaneous.

This Agreement shall be treated as though it were executed and performed in Grand Rapids, Michigan, and shall be governed by and construed in accordance with the laws of the State of Michigan (without regard to conflict of law principles). Any cause of action by you with respect to the website (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in above. The language in this Agreement shall be interpreted as in accordance with its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with this Agreement shall be brought solely in Grand Rapids, Michigan. You expressly submit to the exclusive jurisdiction of said courts and consent to extraterritorial service of process.

Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the website is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Axiom Brass, LLC's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

If you have any questions or concerns regarding these Terms and Conditions, please e-mail us at info@axiombrass.com.

These Terms and Conditions were revised 06/04/2021.

PRIVACY POLICY

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The Information We Collect

Through BrassLegacy.com publications, website, and other media, you can view and download publications; subscribe to additional services such as newsletters; or participate in our online forums or communities. Your personally identifiable information may be required to access these services. The types of personally identifiable information that may be collected at these pages and elsewhere include but are not limited to: name, address, gender, e-mail address, telephone number, fax number and credit or debit card information.

How We Use the Information

We may use the information you provide about yourself or others to fulfill requests for our publications, products or services, to respond to inquiries about offerings and to offer other products, programs or services that may be of interest.

We sometimes use this information to communicate with you, such as when we make changes to subscriber agreements, to fulfill a request by you for an online newsletter, or to contact you about your account.

The information we collect in connection with our online forums and communities is used to provide an interactive experience. We use this information to facilitate participation in these online forums and communities.

We sometimes use the non-personally identifiable information that we collect to improve the design and content of our publications and websites, and to enable us to customize your Internet experience. We also may use this information to analyze site usage, as well as to offer, programs, or services.

We will disclose information we maintain when required to do so by law, for example, in response to a court order or a subpoena. We also may disclose such information in response to a law enforcement agency's request.

Agents and contractors of Axiom Brass, LLC that have access to personally identifiable information are required to protect this information in a manner that is consistent with this Privacy Policy by, for example, not using the information for any purpose other than to carry out the services they are performing for Axiom Brass, LLC.

Privacy Options

The BrassLegacy.com website will not use or transfer personally identifiable information provided to us without also providing you with an opportunity to opt out of such use or transfer.

Collection of Information by Third-Party Sites and Sponsors

Our site may sometimes contain links to other sites whose information practices may be different than ours. You should consult the other sites' and services' privacy notices, as we have no control over information that is submitted to, or collected by, these third parties or their use of your information.

Cookies

To enhance your experience on our Services, we may place "cookies" on your computer or device. Cookies are small text files that we place in your computer or device to store your preferences. Cookies, by themselves, do not tell us your e-mail address or other personal information unless you choose to provide this information to us. Once you choose to provide us with personal information, this information may be linked to the data stored in the

cookie. A cookie assigns a unique numerical identifier to your Web browser or device, and may enable us to recognize you as the same user who has used our Services, and relate your use of the Services to other information about you, such as your usage information and personal information.

We use cookies to understand usage of the Services and to improve our content and offerings and to deliver advertisements that you might be interested in. For example, we may use cookies to personalize your experience on our Services (e.g., to recognize you by name when you return to our site, to save your password in password-protected areas, to enable shopping carts, or to tailor content or product and service offerings).

Most browsers automatically accept cookies. You can set your browser option so that you will not receive cookies and you can also delete existing cookies from your browser. However, you may find that some parts of the site will not function properly if you have refused cookies or similar tracking technologies and you should be aware that disabling cookies or similar tracking technologies might prevent you from accessing some of our content. However, your viewing of content may be hampered.

Our Commitment to Security

We are committed to keeping your personal information secure to help prevent unauthorized access, maintain data security and correctly use the information we collect. No system can be completely secure, however, and we do not guarantee that unauthorized disclosures and access will not happen.

Accessing, Correcting, and Deleting Your Personal Information

We will take reasonable steps to accurately record the personal information that you provide to us and any subsequent updates.

We encourage you to review, update, and correct the personal information that we maintain about you, and you may request that we delete personal information about you that is inaccurate, incomplete, or irrelevant for legitimate purposes, or are being processed in a way which infringes any applicable legal requirements, by contacting us as set out in the "How to Contact Us" section below. By contacting us, you may also object to our further use of your personal information if you have compelling legitimate grounds (this may involve closing your account). We may ask you to verify your identity and to provide other details before we are able to provide you with any information, correct any inaccuracies, or delete any information. Your right to review, update, correct, and delete your personal information may be limited, subject to the law or your jurisdiction: (i) if your requests are abusive or unreasonably excessive, (ii) where the rights or safety of another person or persons would be encroached upon, or (iii) if the information or material you request relates to existing or anticipated legal proceedings between you and us, or providing access to you would prejudice negotiations between us or an investigation of possible unlawful activity. Your right to review, update, correct and delete your information is subject to our records retention policies and applicable law, including any statutory retention requirements.

Retention of Personal Information

We will retain your personal information while you have an account with us and thereafter for as long as we need it for purposes not prohibited by applicable laws. Thereafter, we will either delete your personal information or de-identify it so that it is anonymous and not attributed to your identity. Your rights to request that we delete your personal information are set forth in the "Accessing, Correcting, and Deleting Your Personal Information" section above.

Changes to this Privacy Policy

This Privacy Policy may be changed by BrassLegacy.com. The revised Privacy Policy will be posted so that you are aware of the information we collect, how we use it, and under what circumstances we may disclose it.

How to Contact Us

If you have any questions or concerns about the BrassLegacy.com Privacy Notice or its implementation please contact us via email or by writing to:

brasslegacy@gmail.com

Axiom Brass, LLC
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This Privacy Policy was revised 02/06/2021.