Terms and Conditions, Cookie Policy and Privacy Policy

Music Care Inc., doing business as Musimorphic. Last updated November 16, 2026.

Terms and Conditions of Use

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By using this site, you signify your assent to these Terms and Conditions. If you do not agree to all of these Terms and Conditions, do not use this site!

Mission Statement

Our mission is to take self-care beyond your wildest dreams. To do that, we partner with you to engage personalized, evidence-based tools to transform your experience of being a human…for life.

Agreement

Music Care, Inc. ("Music Care"), also doing business as, MusimorphicTM may revise and update these Terms and Conditions at any time. Your continued usage of the Music Care websites ("Musimorphic.com and quest.musimorphic.com collectively, the Site," or the "Sites,") will mean you accept those changes.

The Site Does Not Provide Medical Advice

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Age restriction

You must be at least 18 (eighteen) years of age before you can use this website. By using this website, you warrant that you are at least 18 years of age and you may legally adhere to this Agreement. Music Care assumes no responsibility for liabilities related to age misrepresentation.

Children's Privacy

We are committed to protecting the privacy of children. You should be aware that this Site is not intended or designed to attract children under the age of 18. We do not collect personally identifiable information from any person we actually know is a child under the age of 18.

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1. The accuracy, reliability, completeness, currentness, or timeliness of the Content, software, links, or communications provided on or through the use of the Music Care Site or Music Care Inc.
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In no event shall Music Care, its licensors, its suppliers, or any third parties mentioned on the Music Care Site be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the Music Care Site or the Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not Music Care, its licensors, its suppliers, or any third parties mentioned on the Music Care Site are advised of the possibility of such damages. Music Care, its licensors, its suppliers, or any third parties mentioned on the Music Care Site shall be liable only to the extent of actual damages incurred by you, not to exceed U.S. $1,000.00. Music Care, its licensors, its suppliers, or any third parties mentioned on the Music Care Site are not liable for any personal injury, including death, caused by your use or misuse of the Site, Content, information or consultation on our site or otherwise. Any claims arising in connection with your use of the Site, any Content, or any public area must be brought within one (1) year of the date of the event giving rise to such action occurred. Remedies under these Terms and Conditions are exclusive and are limited to those expressly provided for in these Terms and Conditions.

User Content and Submissions

The personal information you submit to Music Care is governed by the Music Care Privacy Policy. To the extent there is an inconsistency between this Agreement and the Music Care Privacy Policy, this Agreement shall govern. Before you continue using our website, we advise you to read our Privacy Policy below regarding our user data collection, if applicable. It will help you better understand our practices. The Site contains functionality and other interactive areas, user reviews, drug information, etc. that allow users to post or upload content and other information, including comments, images, questions, reviews, and other materials (the “User Content”). Users may also upload User Content via our official brand presence on social media platforms and branded hashtags, including, without limitation Facebook, X/Twitter, Google Plus, YouTube, Instagram, LinkedIn, Pinterest, Snapchat, etc. (collectively "Social Media Platforms"). You agree that you will not post, upload, or transmit any communications or User Content of any type to the public area or Social Media Platforms that infringe or violate any rights of any party. By submitting communications or User Content to the any public area or Social Media Platforms, you agree to comply with these Terms and Conditions and other applicable polices. Music Care reserves the right to remove User Content for any reason, including User Content that we believe violates these Terms and Conditions or our other policies. By submitting any communications or User Content to any public areas or Social Media Platforms, you further agree that such submission is non-confidential for all purposes. It is important to note that Music Care is not responsible for the operation, terms of use or policies of any Social Media Platform. Before using any Social Media Platform, you should review its terms of use and policies, including its privacy policy. If you make any submission or post User Content to a public area or a Social Media Platform, you

agree that you will not send or transmit to Music Care by email, (including through the email addresses listed on the "Contact Us" page) any communication or content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to Music Care by email, you agree such submission is non-confidential for all purposes. If you make any submission or post User Content to a public area or a Social Media Platform or if you submit any business information, idea, concept or invention to Music Care by email, you automatically grant-or warrant that the owner of such content or intellectual property has expressly granted-Music Care a royalty-free, perpetual, irrevocable, worldwide, non-exclusive, fully sublicensable right and license to use, reproduce, create derivative works from, modify, adapt, publish, edit, translate, distribute, perform, and publicly display such submission or User Content in any media or medium, or any form, format, or forum now known or hereafter developed. Music Care may sublicense its rights through multiple tiers of sublicenses. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not submit them to any public areas or Social Media Platforms. This license does not apply to Human Respect Pledge sign-ups or declarations, which grant Music Care no rights in your works.

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You agree to only post or upload media (like photos, videos, or audio) on the Music Care Site or a Social Media Platform that you have created or taken yourself or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy, or any other rights of any other person. Photos or videos of celebrities and cartoon or comic images are usually copyrighted by the owner.

To protect your privacy, you agree that you will not submit any media that contains Personally Identifiable Information (like name, phone number, email address or web site URL) of you or of anyone else. Uploading media like images or video of other people without their permission is strictly prohibited. By uploading any media on the Music Care Site or a Social Media Platform, you warrant that you have permission from all persons appearing in your media for you to make this contribution and grant rights described herein. Never post a picture or video of or with someone else unless you have their explicit permission.

It is strictly prohibited to upload media of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms and Conditions, the Music Care Cookie Policy or the Music Care Privacy Policy.

You agree that you will not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or this Web site.

By uploading any media on the Music Care Site or a Social Media Platform like a photo or video: (a) you grant to Music Care a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully sublicensable right and license to use, copy, print, publicly display, reproduce, modify, publish, post, transmit, create derivative works from, and distribute the media and any material included in the media; (b) you certify that any person pictured in the submitted media (or, if a minor, his/her parent/legal guardian) authorizes Music Care to use, copy, print, publicly display, reproduce, modify, publish, post, transmit, create derivative works from, and distribute the media and any material included in such media; and (c) you agree to indemnify Music Care and its affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from the media and/or your failure to comply with these Terms and Conditions.

Music Care reserves the right to review all media prior to submission to the site and to remove any media for any reason, at any time, without prior notice, at our sole discretion.

User Content Guidelines

If you use, or post User Content on, a Public Area such as blogs, or our Physician Directory, or post on any Social Media Platform, you are solely responsible for your own communications, the consequences of posting those communications, and your reliance on any communications found in a public area or on the Social Media Platforms. Music Care and its licensors are not responsible for the consequences of any communications in the Public Areas or on Social Media Platforms. In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately. If you think you may have a medical emergency, call your doctor or 911 immediately.

In consideration of being allowed to use this Site, any public areas and/or Social Media Platforms, you agree that the following actions shall constitute a material breach of these Terms and Conditions:

1. Using a public area or Social Media Platform for any purpose in violation of local, state, national, or international laws;
2. Posting material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others;
3. Posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Music Care in its sole discretion;
4. Posting advertisements or solicitations of business;
5. After receiving a warning, continuing to disrupt, harass or harm another or the Site;
6. Posting chain letters or pyramid schemes;
7. Impersonating another person;
8. Distributing viruses or other harmful computer code;
9. Harvesting, scraping or otherwise collecting information about others, including email addresses, without their identification for posting or viewing comments;
10. Allowing any other person or entity to use your identification for posting or viewing comments
11. Posting the same note more than once or "spamming"; or
12. Engaging in any other conduct that restricts or inhibits any other person from using or enjoying a public area, Social Media Platform or the Site, or which, in the judgment of Music Care, exposes Music Care or any of its customers or suppliers to any liability or detriment of any type.

Music Care Reserves the Right (but is Not Obligated) to Do Any or All of the Following:

1. Record the dialogue in public chat rooms.
2. Investigate an allegation that a communication(s) do(es) not conform to the terms of this section and determine in its sole discretion to remove or request the removal of the communication(s).
3. Remove communications which are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms and Conditions.

4. Terminate a user's access to any or all public areas and/or the Music Care Site upon any breach of these Terms and Conditions.
5. Monitor, edit, or disclose any communication in a public area or on a Social Media Platform.
6. Edit or delete any communication(s) posted on the Music Care Site, regardless of whether such communication(s) violate these standards.

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The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: Liability, User Submissions, User Submissions – image, video, audio files, Indemnity, Jurisdiction, and this Complete Agreement.

Jurisdiction

You expressly agree that exclusive jurisdiction for any dispute with Music Care, or in any way relating to your use of the Music Care Site, resides in the courts of the State of California and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of California in connection with any such dispute including any claim involving Music Care or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

These Terms and Conditions are governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Complete Agreement

Except as expressly provided in a particular "legal notice" on the Music Care Site, these Terms and Conditions and the Music Care Privacy Policy, and, for pledge data, the Human Respect Pledge Terms and Privacy Notice constitute the entire agreement between you and Music Care with respect to the use of the Music Care Site, and Content.

Thank you for your cooperation. We hope you find the Music Care.com Site helpful and convenient to use! Questions or comments regarding this website, including any reports of non-functioning links, should be submitted using our Contact Us Form.

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Cookie Policy

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2. Important functionality. These cookies enable us to remember your preferences, such as your username, language or the region you are in, and provide enhanced, more personalized features. They may also be used to provide services you have asked for, such as watching a video.
3. Performance and Analytics. These cookies enable us to analyze how visitors use the Music Care Sites and to monitor website performance. We use the information collected by these Cookies to improve the performance of the Music Care Sites and our Services.
4. Advertising. These cookies are used by Music Care and our advertisers to deliver advertisements on the Music Care Sites and third party sites that are more relevant to you and your interests based on your Music Care account information, content browsing activity and in some cases, other information about you that we or our advertisers may have obtained from other sources. Cookies may be used to limit the number of times you see a particular advertisement and to enable measurement of the effectiveness of the advertising campaign. Information collected through the use of cookies may be collected directly by Music Care, our partners or third-party advertisers and their ad servers.

Apart from the strictly necessary cookies described above, we use cookies for analytical purposes only. For example, to track whether our emails opened and whether links are clicked, ensure that the Services are functioning properly, analyze trends and to personalize the Services, including advertising on the Music Care Sites and on third party websites, so that it is relevant to individual user’s interests which may be inferred based on location, prior activity on the Music Care Sites and other information that Music Care or our partners may have about our users. When you use the Services, we reserve the right to also automatically collect information from your browser or mobile device such as your IP address or unique device identifier, browser information (including referring URL), your preferences and settings, cookies and information about the content you have viewed and actions taken (e.g., search queries, ad engagement, clicks and the associated dates and times).

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Third Party links, sponsors or advertisers on the Music Care Sites may use their own cookies or other tracking technologies in the banner advertisements and sponsored links and on the pages ("Brand Pages") on the Music Care Sites that consist solely of advertisements or other content from our advertisers. This advertiser content may also be served in emails, special promotions or newsletters we send you. Their advertisements may be displayed on the Music Care Sites or on other sites that you visit after you visit the Music Care Sites. Some advertisers may use companies other than Music Care to serve their ads and to monitor users' responses to ads, and these ad servers may also collect information through the use of cookies on the Music Care Sites.

While we generally permit the use of these third party cookies on the assumption that they comply with our Advertising Policy and we assist our advertisers with the placement of cookies on Brand Pages, we do not control how third parties use cookies or how they manage the information they gather through the use of these technologies on the Music Care Sites and we may be unable to verify compliance with our Advertising Policy. To see how Google may use information collected through your use of Google's search services on the Music Care Sites visit https://www.google.com/policies/privacy/partners. We reserve the right to work with third party ad networks to display advertising on the Music Care Sites and on third party sites.

Because your browser or device communicates with these third parties' respective servers, these companies can collect information, including your IP address, page header information, browser or device information, just as if you had requested their website or used their apps directly. These companies may collect information to deliver you customized ads on both the Music Care Sites and non-Music Care websites, applications, and services. In some situations, Music Care may interact with these companies outside of your browser or device, directly between our web servers.

Many of these third parties offer information about their data collection practices, and in some cases, an opt-out, on their respective websites. Please review each company's privacy policy to better understand the controls available to you. We encourage you to periodically review this Cookie Policy for the latest information.

Your Choices

Most browser software can be set to reject cookies and offer instructions on how to reset the browser to reject cookies in the "Help" or "Settings" or "Preferences" section of your browser's toolbar. If you reject our cookies, certain of the functions and conveniences of our websites may not work properly but you do not have to accept our cookies in order to productively use most features of our websites. It is important to note that in order to use the opt-out services described below, such as the Network Advertising Initiative and the TRUSTed Ads™ program, you must not reject all cookies because these opt-out procedures work by placing cookies on your browser that enable these opt-out procedures to function. The "opt-out cookies" are placed, for example, in order to help prevent the placement of Cookies used for the targeting of advertising. Certain companies that serve ads allow you to prevent them from collecting data through the use of cookies. In order to do so, you must opt-out of such data collection with each individual site. You can also opt out of cookies for several ad servers by visiting the Network Advertising Initiative gateway opt-out site. This website will also allow you to review the privacy policies of these ad servers. You can find additional information and resources about how to opt out of advertising and related cookies by visiting the World Privacy Forum's Site. If you are located in the European Union (EU), you may also opt-out here.

You may control interest-based advertising on your mobile device by enabling the "Limit Ad Tracking" setting in your iOS device's settings or "Opt out of Ads Personalization" in your Android device's settings. This will not prevent you from seeing advertisements but will limit the use of device advertising identifiers to personalize ads based on your interests. If you have questions about how to reject Cookies on your specific device, please check with the device manufacturer.

Additional Information for Music Care's Visitors from the European Economic Area ("EEA")

If you are a Music Care user in the EEA, before cookies are placed on your computer or device, you will be shown a banner requesting that you either accept or decline the placement of cookies. By accepting the placement of cookies, you are enabling us to provide the best possible experience and service to you. You may, if you wish, decline the placement of cookies unless those cookies are strictly necessary.

Changes

Music Care reserves the right to change this Cookie Policy at any time and any changes will be effective upon being posted unless we advise otherwise. We encourage you to periodically review this Cookie Policy for the latest information about the use of cookies on the Music Care Sites.

Music Care Privacy Policy

Music Care understands how important the privacy of personal information is to our users. This Privacy Policy will tell you what information we collect about you and about your use of Music Care and its services. It will explain the choices you have about how your personal information is used and how we protect that information. We urge you to read this Privacy Policy carefully.

This Privacy Policy applies to websites owned and operated by Music Care that are intended for use by consumers (non-professionals) for non-commercial personal purposes and including the mobile optimized versions of these sites (we refer to these sites collectively as the “Music Care Sites”). We refer to the Music Care Sites along with the information and services made available to you through the Music Care Sites as the “Services.”

If you do not want us to collect, use or disclose information about you and your use of the Services as described in this Privacy Policy, then you should not use the Services. By using the Services, you must agree to the Music Care Terms and Conditions of Use, which is the contract between us and users of the Services. By accepting the Music Care Terms of Use, you confirm that you have read and understand this Privacy Policy and the Music Care Cookie Policy and you acknowledge that we will store, use and otherwise process your information in the United States where we are located.

Information Collected About You

Music Care stores the personal information you choose to give us, as described in this Privacy Policy. If you take the Human Respect Pledge, the Human Respect Pledge Terms and Privacy Notice also applies and governs your pledge data.

When you use the Services, we reserve the right to collect information as follows:

Email Signup and Newsletters

At at various times as you use the Music Care Sites, you will be given the option of providing us with personal information in order to receive promotional information and/or newsletters via email from Music Care and/or directly from third parties. From time to time Music Care may offer users of third-party websites the opportunity to subscribe to our newsletters through those websites. If you elect to subscribe to one of our newsletters on a third party website, the operator of that website will provide us with the personal information you have provided in connection with the subscription request, which we may use in accordance with this Privacy Policy as though you had provided it directly to Music Care.

Sharing

If you use our sharing service or a browser sharing function to share a feature on a Music Care Site or a newsletter, we may ask you for your name, your email address and/or whomever you are sharing this information with. Music Care does not use your sharing information for any other purpose than to share the information you seek to share. We will only use the information you provide to send the requested information.

Emails You Send to Music Care

This Privacy Policy does not apply to information, content, business information, ideas, concepts or inventions that you send to Music Care by email. If you want to keep content or business information, ideas, concepts or inventions private or proprietary, do not send them in an email to Music Care.

Cookies and Other Tracking Technologies

Advertisers and third-party links available on our Site may use cookies to collect information about your use of their Services. “Cookies” are small data files assigned to your browser when you visit a Music Care Site which enable recognition of your browser and collect and store information about your use of the Services, as described above. In addition to cookies, third parties may use other tracking technologies that collect information about your use of the Services, including mobile identifiers and "web beacons" which are small graphic files (sometimes called “clear GIFs” or “web pixels”) embedded in a web page or email typically used to monitor activity and send relevant information back to a home server (which can belong to the host site, a network advertiser or some other third party). The information collected by such tracking technologies may be combined with other information that they have access to, including your name, email address and physical address, so that we can send you materials, either electronically or by direct mail, that may be of interest to you.

Some of our advertising service partners may use cookies and other tracking technologies to collect information about your use of the Music Care Sites, including content you have viewed. These third parties may use this information to deliver advertising on other third-party websites based on your browsing activity on the Music Care Sites. Two of the third parties that Music Care works with are Google and Facebook. In addition to using the information it collects performing services for Music Care, Google may also use such information as described in its privacy policy. To see how Google may use information collected through our use of the Google services on the Music Care Sites visit https://www.google.com/policies/privacy/partners. While Facebook does not provide any personal information to Music Care, Facebook, Instagram, LinkedIn may use information that it has about you and that it collects performing services for Music Care (which may be associated with personal information that Facebook has about you) as described in its privacy policy available at https://www.facebook.com/about/privacy.

To provide you with certain personalization and advertising services described herein, when you use our Music Care Sites, we may share information that we may collect from you, such as your email address (in hashed form), IP address or information about your browser or operating system, with our service provider, GoDaddy.com and its affiliates, which may in turn link demographic or interest-based information to your browser. To opt out of this use, visit www.godaddy.com.

None of this applies to Human Respect Pledge data, which is never used for advertising or shared with advertising partners.

For more information about our how cookies and other tracking technologies are used in connection with the Services, please read our Cookie Policy.

Compliance with Law, Regulation, and Law Enforcement Requests

To cooperate with government authorities and law enforcement officials and private parties to enforce and comply with law, we may release personal information to third parties: (1) to comply with legal requirements such as a law, regulation, search warrant, subpoena or court order; (2) when we believe in good faith that disclosure is

necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request; or (3) in special cases, such as in response to a physical threat to you or others, to protect property or defend or assert legal rights. In addition, we may disclose personal information as described below.

How Your Information is Secured and Retained

We take reasonable security measures to protect the security of your personal information. Despite Music Care's efforts to protect your personal information, there is always some risk that an unauthorized third party may find a way around our security systems or that transmissions of your information over the Internet may be intercepted.

The security of your personal information is important to us. When you enter personal information, we encrypt the transmission of that information or use SSL connections (Secure Socket Layer) technology.

Your Choices and Rights

Removing Your Personal Information

If you do not want your personal information used by Music Care as provided in this Privacy Policy, you should not use the Music Care Sites and Services. You can request access, correction, or deletion of personal information by contacting us using the contact information listed below or through the Contact Us link on the Music Care Sites. Upon your request, we will delete any of your personal information from our active databases and where feasible from our back-up media. You should be aware that it is not technologically possible to remove each and every record of the information you have provided to the Music Care Sites from our servers.

You can unsubscribe from an email newsletter by following the directions included at the bottom of every newsletter to use the “Unsubscribe” link found in the emails or Contacting Us.

If you decide that you would prefer not to receive personalized email or secure electronic messages from the Music Care, you may also "Opt-out" of the Service by contacting us through the Contact Us page on the Site.

All promotional emails that Music Care sends with opportunities from Music Care or with offers or informational materials from Music Care on behalf of our sponsors will contain an opportunity to unsubscribe from getting additional emails of that type in the future from Music Care unless you re-subscribe.

Cookies

Most browser software can be set to reject Cookies. Most browsers offer instructions on how to reset the browser to reject Cookies in the "Help" or “Settings” or “Preferences” section of your browser’s toolbar. Refer to our Cookie Policy for additional information about opting out of Cookies.

Mobile Opt-out

You may also control interest-based advertising on your mobile device by enabling the “Limit Ad Tracking” setting in your iOS device’s settings or “Opt out of Ads Personalization” in your Android device’s settings. This will not prevent you from seeing advertisements but will limit the use of device advertising identifiers to personalize ads based on your interests. If you have questions about how to reject cookies on your specific device, please check with the device manufacturer.

Children

We are committed to protecting the privacy of children. The Music Care Sites are not designed or intended to attract children under the age of 18. The Music Care Sites do not collect personal information from any person we actually know is under the age of 18. A parent or guardian, however, may use Music Care's Site for a minor. The parent or guardian is solely responsible for providing supervision of the minor's use of the Site and the information contained therein. The parent or guardian assumes full responsibility. The parent or guardian also assumes full responsibility for the interpretation and use of any information or suggestions provided through Music Care Site for the minor.

Note to Users Outside of the United States

Music Care and our technical infrastructure are located in the United States. The personal information that you provide to us is stored on servers located in the United States. If you are located in another jurisdiction, you should be aware that in order to provide the Services to you, we must transfer your personal information to the United States where it will be stored and processed in accordance with this Privacy Policy. We may transfer your information outside the United States to service providers with operations in other countries. By using the Services, you consent to such collection, storage and processing in the United States and elsewhere, though the United States and other jurisdictions may not afford the same level of data protection as considered adequate in your own country. We will take reasonable steps to protect your personal information.

Note that your personal information may be available to the United States government or its agencies under legal process made in the United States.

Additional Information for Music Care's Visitors from the European Economic Area ("EEA")

When you use the Services, we reserve the right to collect, store, use and otherwise process your personal information as described in this Privacy Policy. We rely on a number of legal bases to process your information, including where: (i) necessary for our legitimate interests in providing and improving the Services including offering you content and advertising that may be of interest to you; (ii) necessary for our legitimate interest in keeping the Services, Sites safe and secure; (iii) necessary for the legitimate interests of our service providers and partners; (iv) necessary to perform our contractual obligations in the Music Care Terms and Conditions of Use; (v) you have consented to the processing, which you can revoke at any time (however a revocation does not affect the lawfulness of processing of your personal data that occurred prior to the date of revocation); (vi) you have expressly made the information public, e.g., in public areas; (vii) necessary to comply with a legal obligation such as a law, regulation, search warrant, subpoena or court order or to exercise or defend legal claims; and (viii) necessary to protect your vital interests, or those of others.

If you are a Music Care user in the EEA, you can: (i) access personal information we have about you (we will try to provide information within 30 days of your request); (ii) have your personal information corrected or deleted (in most cases you can correct personal information you have submitted to us by going back to the specific Service, logging-in and making the desired change); (iii) in certain circumstances, you can object to our processing of your personal information and we will discontinue such processing unless we have compelling legitimate grounds to continue; (iv) withdraw consent previously provided (however a withdrawal does not affect the lawfulness of processing of your personal data that occurred prior to the date of withdrawal); or (v) if you believe that we have

not complied with applicable data protection laws, you may lodge a complaint with your local supervisory authority. If you wish to inquire as to whether we maintain any of your personal information and if so, whether you wish to exercise any of those rights that are available to you with respect to such personal information, you may contact us as described in the Contacting Music Care About Your Personal Information or Privacy section below. We will respond to your request within a reasonable timeframe.

Where we process your personal information for direct marketing purposes, you can opt-out through the unsubscribe link in the email communications we send to you, by changing your subscription preferences as specified in this Privacy Policy and in the Terms and Conditions of Use.

We will retain your personal information for as long as necessary to provide the Services to you and fulfill the purposes described in this Privacy Policy. This is also the case for third parties within whom we share your information to perform services on our behalf. When we no longer need to use your personal information and there is no need for us to keep it to comply with our legal or regulatory obligations, we will either remove it from our systems or anonymize it. If you have registered with Music Care and you no longer want us to use your registration information to provide the Services to you, you may close your account.

Contacting Music Care About Your Personal Information or Privacy

Please send us an email by using the Contact Us link on the Music Care Sites if you have any questions about this Privacy Policy or the personal information we maintain about you. We will respond to your request within a reasonable timeframe.

You can also contact Music Care's Privacy Office at:

MUSIC CARE INC
1501 India Street, Suite 103-38
San Diego, CA 92101 – USA
Email: info@musimorphic.com
Phone: 800.785.8596
Fax: 800.997.2268

Music Care users from the EEA may also contact our Data Protection Officer at info@musimorphic.com.

Changes to this Privacy Policy

We reserve the right to change or modify this Privacy Policy and any of our Services at any time and any changes will be effective upon being posted unless we advise otherwise. If we make any material changes to this Privacy Policy, we will notify you by providing an updated policy date at the bottom of this page on the Site. No further notice will be provided, except where required by law. By continuing to use the Services after changes are made to this Privacy Policy, you agree to such changes. We encourage you to periodically review this Privacy Policy for the latest information on our privacy practices. If you do not accept the terms of this Privacy Policy, we ask that you do not register with us and that you do not use the Music Care Sites. Please exit the Music Care Sites immediately if you do not agree to the terms of this Privacy Policy. Lastly, should you choose to opt in for text messages, the following terms and conditions are understood and agreed to by all Parties:

The following disclaimer applies to the SMS text message opt-in service offered on this website. By opting into this service, you agree to the following: 1. You understand that the SMS text messages sent to you are for informational purposes only and do not constitute legal advice. 2. You acknowledge that the SMS text messages sent to you may contain links to third-party websites, and you agree that we are not responsible for the content or accuracy of any third-party websites. 3. You agree that we are not liable for any damages or losses that may arise from your use of the SMS text message opt-in service. 4. You understand that the SMS text messages sent to you may contain promotional material, and you agree that we are not responsible for any claims or representations made in such promotional material. 5. You acknowledge that the SMS text messages sent to you may be delayed or interrupted due to technical difficulties or other factors beyond our control. 6. You agree to indemnify and hold us harmless from any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your use of the SMS text message opt-in service. 7. You understand that we reserve the right to terminate or suspend your access to the SMS text message opt-in service at any time, without notice, for any reason.

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