

## INFINITY STUDIOS CLT

# Studio Regulations

At Infinity, we expect for students to demonstrate their willingness to learn and grow their talents in music through the following: arriving promptly, completing assigned work and time requirements, and arriving with all music and materials.

### **Attendance**

When you decide to join Infinity Studios CLT, you will have a recurring lesson each week. Should you have any conflicts, please visit the Infinity Studios CLT Lessons page and book a make-up lesson at least 24 hours before your absence (please specify the date and time of the missed lesson). We will not be able to make up or refund any lessons that were missed without notice.

We understand that sometimes an instructor and a student may not be a good fit. In the event of such an occurrence, we will, at no extra cost, facilitate the switch to a new instructor, should there be one available. For any questions, please contact [hello@infinitystudios.com](mailto:hello@infinitystudios.com).

### **Financial Statement**

Payment for lessons is billed on the first of each month. Please save the information for your financial institution so that payments can be processed efficiently. Accounts overdue by the third day of the month will accrue a late fee of \$25.

### **Intellectual Property**

All materials, concepts, reproductions, and aids belong solely to Infinity Studios CLT. Should there be evidence of any reproduction, sale, or unintended use of materials provided by or belonging to Infinity Studios CLT, we reserve the right to immediately dismiss any students involved.

### **Withdrawal Procedure**

A student may withdraw or inform Infinity of the intent to withdraw before their next billing date. Should a student withdraw after their next payment has been processed, an Early Withdrawal Fee of \$50 for each student will be applied to the account.

# INFINITY STUDIOS CLT

## Health & Safety

### **Covid-19 Policy**

At Infinity Studios, we take the Novel Coronavirus (2019) pandemic seriously. We use professional grade disinfectant and sanitisers between each lesson to make sure that we share the music and not the illness, Students and families are required to apply hand sanitiser or wash hands upon entering the facility.

In Mecklenburg County, though there is no longer an indoor mask mandate, we encourage students and families to wear a mask for the safety of our students and employees. Masks will be provided if desired.

### **Absences Due To Illness**

We ask that if you or someone in your family is feeling unwell, please book a make-up lesson. For any questions and concerns, please contact us at [hello@infinitystudios.com](mailto:hello@infinitystudios.com)

### **Exposure Procedures**

Should we be notified about an exposure or positive test from a client, we will immediately contact other students who had lessons on the same day. Though we commit to keeping our lesson areas and instruments clean, we do not wish to take risks and endanger others. Please note that opting to continue with that day's lesson will solely be at the client's discretion.

### **Medical Documentation**

We require the submission of pertinent information regarding any allergies, chronic illnesses, or conditions of our students. To allow us to cultivate an atmosphere of comfort, safety and trust, please include on the applicable form the contact details of those who should be reached in the event of an emergency.

## INFINITY STUDIOS CLT

# Attendance Policy

### Objective

The purpose of this policy is to set forth the Infinity Studios CLT policy and procedures for handling student absences and tardiness to promote the efficient operation of the company and minimise unscheduled absences.

### Policy

Punctual and regular attendance is an essential responsibility of each student at Infinity Studios CLT. Students are expected to report to lessons as scheduled, on time, and prepared to begin the lesson. Students also are expected to remain at their lessons for their entire lesson. Late arrival, early departure, or other absences from scheduled lessons are disruptive and must be avoided. This policy does not apply to emergency absences.

"Absence" is defined as the failure of a student to attend a lesson when he or she is scheduled for a lesson. Please provide at least 24 hours notice in advance of an absence and book a makeup lesson on the Infinity Studios CLT Lessons page. Should an emergency take place and the student is unable to attend a lesson, please contact us immediately and the student will have an opportunity to make up the missed lesson within the two weeks directly following the emergency absence. We will be unable to make up any lessons missed without notice.

Students with three or more consecutively missed lessons without prior notice will be considered to have voluntarily terminated the service agreement and will be subject to the termination of their weekly scheduled lessons.

### Severe Weather

In cases of severe weather, should the facility remain open for students, we rely on the discretion of the student and release all liability.

Unexpected occurrences and acts of God will be handled per situation.

INFINITY STUDIOS CLT

# Student Withdrawal Form

This form is to be used only for the permanent withdrawal of students from Infinity Studios CLT. In the event of such a withdrawal, please make sure to notify Infinity of the pending withdrawal before the first day of the next month; without notice, we reserve the right to charge the account with an Early Withdrawal Fee of \$50 per student.

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Date:

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Withdrawal Date:

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Student Name:

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Parent/Guardian Name:

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Client Signature

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Infinity Studios CLT

# Intellectual Property Agreement

**This Intellectual Property Assignment Agreement (the “Agreement”) is entered into \_\_\_\_\_ (the “Effective Date”) by and between \_\_\_\_\_ (the “Client”) located at \_\_\_\_\_ and Infinity Studios CLT (the “Service Provider”) located at 14108 Green Birch Dr, Pineville NC 28134, individually referred to as “Party” and collectively as “the Parties.”**

The Parties agree to the following:

- **Intellectual Property.** The Service Provider agrees to allow to the Client the use of all present and future rights, title, and interest to all intellectual property (“Intellectual Property”) created or discovered during the course of the Parties’ engagement. Intellectual Property includes, but is not limited to, algorithms, code, concepts, developments, designs, discoveries, ideas, formulas, improvements, inventions, processes, software, trademarks, and trade secrets. Intellectual Property also includes the tangible embodiments (e.g. – drawings, notes) of any intangible items.
- **Prior Inventions.** Intellectual Property that existed and belonged to the Service Provider prior to the Parties’ engagement, for which the Client has a right, title, or interest (collectively the “Prior Inventions”) will remain the exclusive property of the Service Provider.
- **Patent and Copyright Registrations.** The Client agrees to cooperate with the Service Provider to do whatever is reasonably necessary to obtain the patents and copyrights required to secure the Service Provider’s ownership rights in the Intellectual Property. The Client will cooperate with the Service Provider during the course of the Parties’ engagement as well as after termination of this Agreement.
- **Term.** This Agreement will commence upon the Effective Date as above-stated and will remain in effect until the Client is no longer engaged with the Service Provider.
- **Following termination of this Agreement,** the Service Provider will have exclusive ownership rights to all of the Client's post-engagement Intellectual Property that arises from or directly relates to the Client's work with the Service Provider.
- **Data and Documents.** Upon termination of this Agreement, the Client agrees to never share nor disperse any and all tangible embodiments of the Intellectual Property, including but not limited to data, drawings, documents, and notes developed during the

- course of the Parties' engagement. The Client will not make copies or attempt to recreate the tangible embodiments.
- General.
  - Assignment. The Parties may not assign their rights and/or obligations under this Agreement.
  - Choice of Law. This Agreement will be interpreted based on the laws of the State of North Carolina, regardless of any conflict of law issues that may arise. The Parties agree that any dispute arising from this Agreement will be resolved at a court of competent jurisdiction located in the State of North Carolina.
  - Complete Contract. This Agreement constitutes the Parties' entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties.
  - Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
  - Successors and Assigns. This Agreement will be binding upon the Client's successors, heirs, and assigns for the benefit of the Service Provider and the Service Provider's successors, heirs, and assigns.
  - Waiver. Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.
  - Notices. All notices pursuant to this Agreement must be sent by email with return receipt requested or certified or registered mail with return receipt requested.

All Notices shall be sent as follows:

Client

Service Provider

Infinity Studios CLT  
14108 Green Birch Dr  
Pineville, NC  
28134

# Terms & Conditions for the Use of [www.infinitystudiosclt.com](https://www.infinitystudiosclt.com)

## Agreement To Terms

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Infinity Studios CLT, doing business as Infinity (“**Infinity**,” “**we**,” “**us**” or “**our**”), concerning your access to and use of the <https://infinitystudiosclt.com> website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). We are registered in North Carolina, United States and have our registered office at 14108 Green Birch Dr, Pineville NC, 28134.

You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. **IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management

Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

## **Intellectual Property Rights**

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

## **User Representations**

By using the Site, you represent and warrant that:(1) you have the legal capacity and you agree to comply with these Terms of Use; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (4) you will not use the Site for any illegal or unauthorised purpose; and (5) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).



## Prohibited Activities

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- Use any information obtained from the Site in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Site in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorised framing of or linking to the Site.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.

- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- Copy or adapt the Site’s software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorised script or other software.
- Use a buying agent or purchasing agent to make purchases on the Site.
- Make any unauthorised use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavour or commercial enterprise.
- Use the Site to advertise or offer to sell goods and services.
- Sell or otherwise transfer your profile.
- Reproduce, sell, or use for any unintended purpose any materials, concepts, aids, and any other intellectual property that belongs solely to Infinity Studios CLT.

## User Generated Contributions

The Site does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated in accordance with the Site Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorise us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.

- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

## **Contribution License**

You and the Site agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding the Site, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

## **Guidelines For Reviews**

We may provide you areas on the Site to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to

illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organise a campaign encouraging others to post reviews, whether positive or negative. We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sub-licensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

## **Submissions**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **Third-Party Website And Content**

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review

the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## **Site Management**

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

## **Privacy Policy**

We care about data privacy and security. Please review our Privacy Policy: <https://infinitystudiosclt.com/policies-%26-forms>. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Site is hosted in the United States. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

## **Term And Termination**

These Terms of Use shall remain in full force and effect while you use the Site.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **Modifications And Interruptions**

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site. We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

## **Governing Law**

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the State of North Carolina applicable to agreements made and to be entirely performed within the State of North Carolina, without regard to its conflict of law principles.

## **Dispute Resolution**

### **Informal Negotiations**

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

### **Binding Arbitration**

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved through binding arbitration. **YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.** The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website: <http://www.adr.org>. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Mecklenburg County. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Mecklenburg County, North Carolina, and the Parties hereby consent to, and waive all defences of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) is excluded from these Terms of Use. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that



portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

### **Restrictions**

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilise class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

### **Exceptions to Informal Negotiations and Arbitration**

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorised use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

### **Corrections**

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

### **Disclaimer**

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. LIMITATIONS OF LIABILITY IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO US MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE

DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## **Indemnification**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these Terms of Use; (3) any breach of your representations and warranties set forth in these Terms of Use; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; (5) or any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **User Data**

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **Electronic Communications, Transactions, & Signatures**

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

**YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE.**

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **California Users & Residents**

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Departments of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

## **Miscellaneous**

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

## **Contact Us**

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

### **Infinity Studios CLT**

14108 Green Birch Dr

Pineville, NC 28134

Phone 7049979198

[hello@infinitystudiosclt.com](mailto:hello@infinitystudiosclt.com)

## INFINITY STUDIOS CLT

# Code of Conduct and Expectations

I understand that I am a client of a facility that is offering a service and that adherence to the following policy is essential to the growth of potential and discipline in the students of Infinity Studios CLT.

As a student of Infinity Studios CLT, I agree to conduct myself overall in a manner consistent with my status as a visitor at the facility, located at 14108 Green Birch Dr, Pineville NC, 28134, and to abide by local rules and regulations, including those of the national and municipal government.

I agree to refrain from the harassment and verbal or physical abuse of those at the Infinity Studios CLT facility, including other students, visitors, and employees. There is a zero-tolerance policy for acts that diminish and negatively impact the atmosphere of the facility and these behaviours may result in the involuntary withdrawal of students who may instigate or facilitate such actions.

## INFINITY STUDIOS CLT

# Photo & Video Release Form

I hereby grant Infinity Studios CLT the unlimited right to use and/or reproduce photographs, videos, likenesses, or the voice of the student in any legal manner and for the internal or external promotional and informational activities of Infinity Studios CLT.

I do also agree to allow the student to be interviewed and/or photographed or video-recorded by representatives of the external news media and Infinity Studios CLT in relation to any and all coverage or promotion of Infinity Studios CLT in which they are involved. I also agree to allow any work, performance, image, voice, or video-recording to be published on the Infinity Studios CLT website and in Infinity Studios CLT publications.

I further understand that by signing this release, I waive any and all present or future compensation rights to the use of the above-stated material(s) including, print, electronic, and online media.

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Client Signature

# INFINITY STUDIOS CLT

## Emergency Contact Form

The information requested on this form is confidential and for emergency use only. In the event of an emergency, the information will be used by Infinity Studios CLT personnel. Please provide accurate, complete, and true information.

### STUDENT INFORMATION:

Student Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

### EMERGENCY CONTACT INFORMATION: Please provide information for primary and alternative contact persons who may be notified in case of an emergency.

Name of Primary Contact: \_\_\_\_\_  
Relation: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Primary Phone: \_\_\_\_\_  
Alternate Phone: \_\_\_\_\_

Name of Alternative Contact: \_\_\_\_\_ Relation: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Primary Phone: \_\_\_\_\_  
Alternate Phone: \_\_\_\_\_

### CONDITIONS/ISSUES:

Please list any medical issues the student may have; i.e. asthma, allergies.....

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In case of an emergency, I give permission for my information to be released for emergency purposes. I also agree that any of my emergency contacts listed on this form may be notified in an emergency, as needed. \_\_\_\_\_

# Credit Card Authorisation Form

Please complete all fields. You may cancel this authorisation at any time by contacting us. This authorisation will remain in effect until cancelled.

## Credit Card Information

Card Type:  MasterCard  VISA  AMEX  Other

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Cardholder Name (as shown on card):

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Card Number: \_\_\_\_\_

Expiry (mm/yy): \_\_\_\_\_

Cardholder Zip code (from credit card billing address):

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I, \_\_\_\_\_, authorise Infinity Studios CLT to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

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Client Signature

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Date



## INFINITY STUDIOS CLT

# Promise to Pay Agreement

By signing this Agreement, I acknowledge and agree to the Infinity Studios CLT Financial Statement;

I agree and accept responsibility for all monthly payments and I understand that my financial institution will be billed regularly on the first of each month;

I understand that it is my responsibility to notify Infinity Studios CLT before the first of the month about any absences or withdrawals that may impact my account so that proper measures can be taken before the invoice is sent;

I understand that invoices are due on the first of each month and that after the third of the month, my account will accrue a Late Fee of \$25;

I understand that should my account become overdue by five days, my lessons will be on hold until contact has been made with Infinity Studios CLT and that I will not be able to continue with lessons until my account has been brought current;

I understand that should I wish to withdraw from Infinity Studios CLT before the next billing date, I will face an Early Withdrawal Fee of \$50 per student that will be added to my account;

I further understand and agree that if I do not follow through with any portions of the above-stated Agreement, my account may be terminated immediately at the sole option of Infinity Studios CLT. Should my account be declared delinquent, I understand that I will be referred to a collections agency and I will be responsible for all resulting attorney fees and collection costs and charges, as well as the principal debt due.

I have carefully and completely read this agreement and fully understand the purpose, intent, and effect of this Agreement. I have voluntarily executed the Agreement by action of my own free will.

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Client Signature

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Date

# INFINITY STUDIOS CLT

The Parties agree to all terms, conditions, regulations, policies, and procedures set forth above and acknowledge receipt and understanding of this Welcome Packet as demonstrated by their signatures as follows:

## **Client**

Signed:

Name:

Date:

## **Service Provider**

Signed:

Name: Infinity Studios CLT

Date: