



TERMS AND CONDITIONS

Please read these Terms and Conditions ("Terms and Conditions") carefully. The Broadway Mentors Program, Inc. ("We" or "Us") offers one-on-one live personal lessons, group classes and Master Classes ("Online Educational Classes") as well as video/video exchange critiques and video/written exchange critiques ("Critiques") with Broadway professional actors, music producers, casting directors and television/film actors ("Mentors") through our website located at broadwaymentorsprogram.com. The term "You" or "Your" refers to the user or viewer of our website. Your access to, use of and participation in our Online Educational Classes and Critiques is conditioned upon your acceptance of and compliance with these Terms and Conditions. By accessing, using and participating in the Online Educational Classes and Critiques offered through our website, you agree to be bound by these Terms and Conditions. If you do not wish to be bound by these Terms and Conditions, do not access, use or participate in the Online Educational Classes and Critiques provided through our website.

AGE REQUIREMENT

You must be at least eighteen (18) years of age to access, use and participate in the Online Educational Classes and Critiques provided through our website. Any access, use or participation in the Online Educational Classes and Critiques provided through our website by anyone under the age of eighteen (18) is prohibited by these Terms and Conditions unless verified consent and permission is provided in writing by a parent or legal guardian and emailed to us. If you are under the age of eighteen (18), your parent or legal guardian must return a Parental Consent Form before you can use our website. By accessing, using and participating in the Online Educational Classes and Critiques provided through our website, you represent and warrant that you are eighteen (18) years of age or older and have the right, authority and capacity to enter into these Terms and Conditions, unless verified consent and permission is provided in writing by a parent or legal guardian. The Parental Consent Form can be found on our website.

CHANGES TO TERMS AND CONDITIONS

We reserve the right, at our sole discretion, to modify these Terms and Conditions from time to time without notice, and such modification shall be effective upon posting on our website. You agree to be bound by any modifications to these Terms and Conditions when accessing our website or using the Online Educational Classes and Critiques, after any such modification is posted on the website.

PAYMENT

Payment is due at the time you complete the submission form required to register for any of our Online Educational Classes or access our Critique services with the Mentor of your choice. All payments must be made via Stripe and will be processed immediately.

ONE-ON-ONE LIVE PERSONAL LESSONS

We offer thirty (30) and forty-five (45) minute one-on-one live personal lessons with the Mentor of your choice. All lessons are scheduled and conducted using Zoom. Pricing information can be found on our website. Please log into your Zoom account five (5) minutes early, prepared and ready to work. Your one-on-one live personal lesson will be video recorded for our records only and will not be used for marketing or promotional purposes without your written permission. A link to the video from your one-on-one live personal lesson will be emailed to you to retrieve your video file. The content feedback within the lesson is owned by The Broadway Mentors Program, Inc. The video from your one-on-one live personal lesson is for your private use only and sharing any portion of the video from your lesson is discouraged. You do not have our permission to post any portion of the video from your lesson onto any social media platform, including, but not limited to, Twitter, YouTube, Facebook, Tumblr, Instagram, Vimeo, TikTok and Snapchat. If the video is found posted on a third-party website, it will be removed by us.

The Broadway Mentors Program, Inc. is not responsible for the licenses or copyrights of any songs, monologues or scenes that you use during your one-on-one live personal lesson.

It is expressly understood that our online one-on-one live personal lessons are not an audition or representation opportunity. The Broadway Mentors Program, Inc. does not guarantee or promise any results in obtaining roles, employment or representation. The intent of our one-on-one live personal lessons is solely for educational purposes.

VIDEO/VIDEO EXCHANGE CRITIQUE

You can access our Video/Video Exchange Critique service by filling out the submission form found on our website and emailing a link to your video content (which should be no more than ten (10) minutes in length) directly to the Mentor of your choice at his/her email address, which can be found on our website. Pricing information can also be found on our website. All videos will be reviewed according to Eastern Standard Time Zone. If received within normal business hours (Monday thru Sunday 10:00 a.m.-8:00 p.m.), we guarantee that you will receive a link to access your personalized video critique via email directly from the Mentor within three (3) business days of your submission.

The Broadway Mentors Program, Inc. is not responsible for the licenses or copyrights of any songs, monologues or scenes that you submit for feedback and critique.

VIDEO/WRITTEN EXCHANGE CRITIQUE

You can access our Video/Written Exchange Critique service by filling out the submission form found on our website and emailing a link to your video content (which should be no more than ten (10) minutes in length) directly to the Mentor of your choice at his/her email address, which can be found on our website. Pricing information can also be found on our website. All videos will be reviewed according to Eastern Standard Time Zone. If received within normal business hours (Monday thru Sunday 10:00 a.m.-8:00 p.m.), we guarantee that you will receive a link to access your personalized written critique via email directly from the Mentor within three (3) business days of your submission. Your feedback will include a personalized written critique of up to six (6) paragraphs in length.

The Broadway Mentors Program, Inc. is not responsible for the licenses or copyrights of any songs, monologues or scenes that you submit for feedback and critique.

ONE-ON-ONE LIVE PERSONAL VOICE LESSONS

We offer sixty (60) minute one-on-one live personal voice lessons with Joy Lober Anderson, Executive Director, The Broadway Mentors Program, Inc. All lessons are scheduled and conducted using Zoom. Pricing information can be found on our website. Please log into your Zoom account five (5) minutes early, prepared and ready to work. All lessons will include an acapella warm-up, song preparation,

diaphragmatic breathing assessment, vocal technique and pitch correction. The one-on-one live personal voice lessons will not be video recorded by The Broadway Mentors Program, Inc.

The Broadway Mentors Program, Inc. is not responsible for the licenses or copyrights of any songs that you use during your one-on-one live personal voice lesson.

It is expressly understood that our online one-on-one live personal voice lessons are not an audition or representation opportunity. The Broadway Mentors Program, Inc. does not guarantee or promise any results in obtaining roles, employment or representation. The intent of our one-on-one live personal voice lessons is solely for educational purposes.

LIVE MASTER CLASSES--FREE OF CHARGE

We offer thirty (30) and forty-five (45) minute Master Classes taught by our highly respected Mentors. These Master Classes are free of charge and are limited to one-hundred (100) students. All Master Classes are scheduled and conducted using Zoom. Please log into your Zoom account five (5) minutes early, prepared and ready to participate. Students will have the opportunity to submit written questions during the Master Classes. Mentors may choose to answer questions at random and it is expressly understood that not every question submitted will be addressed or responded to. It is also expressly understood that participation in these Master Classes is not guaranteed.

TECHNICAL ISSUES

We are not responsible for any technical issues that may occur in accessing, using or participating in any of our Online Educational Classes and Critique services.

SCHEDULING CONDITIONS

We are not responsible for wrong booking dates or times.

CANCELLATION POLICY

At least forty-eight (48) hours' notice is required for cancellation of your one-on-one live personal lesson, in which case a credit will be provided for use on another booking. If you cancel a lesson with less than forty-eight (48) hours' notice or do not show up for your Zoom lesson, your payment will be forfeited.

If your one-on-one live personal lesson is canceled by Joy Lober Anderson or one of our Mentors for any reason whatsoever, your lesson will be rescheduled at no additional cost to you.

PROHIBITED CONTENT AND ACTIVITIES

While using our website and participating in our Online Educational Classes and Critique services, you represent and agree that you will not: (a) use our website and services in any unlawful manner or in any other manner that could damage, disable, overburden or impair our website; (b) upload, post, transmit, share or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, intimidating, abusive, inflammatory, harassing, vulgar, obscene, pornographic, lewd, profane, fraudulent, hateful, or racially, ethnically or otherwise objectionable; or (c) impersonate any person or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity.

Engaging in any of the above will result in the immediate termination of your use of our website and participation in our Online Educational Classes and Critique services.

WEBSITE CONTENT, INTELLECTUAL PROPERTY AND RESTRICTIONS OF USE

All content contained on our website and the trademarks displayed are the intellectual property of The Broadway Mentors Program, Inc. and may not be reproduced, distributed, modified, republished or reused in any way without written permission from The Broadway Mentors Program, Inc. or as expressly provided in these Terms and Conditions. All content contained on our website is the property of The Broadway Mentors Program, Inc. Any unauthorized use of the content found on our website may violate copyright laws, trademark laws, other applicable laws, rules, and regulations, and will result in legal action.

All video from your one-on-one personal lessons shall become the exclusive, intellectual property of The Broadway Mentors Program, Inc. We strictly prohibit the sharing of these videos for (a) public consumption and social distribution on social media sites such as Twitter, YouTube, Facebook, Tumbler, Instagram, Vimeo, TikTok and Snapchat; (b) commercial use; and (c) sharing trade secrets to competitors. Any violations of these Terms and Conditions will result in legal action being taken against you.

MEMBERSHIP

The Broadway Mentors Program will not be responsible for anyone outside of The Broadway Mentors Program who contacts a member for solicitation or any other reason. Profiles are strictly for The Broadway Mentors Program website to have students photos and bio's shown in the membership portion.

INDEMNIFICATION

To the extent permitted by applicable law, you hereby agree to indemnify, defend and hold harmless The Broadway Mentors Program, Inc. and its affiliates, directors, officers, shareholders, members, managers, employees, Mentors and agents, from and against any and all claims, damages, obligations, liabilities, costs and losses of any kind (including attorney's fees and costs) arising from or related to: (a) your use of The Broadway Mentors Program, Inc. website and/or services; (b) your breach of these Terms and Conditions; and/or (c) your violation of any law that infringes any third party right, including any intellectual property, copyright or privacy right.

DISCLAIMER

You agree that your use of The Broadway Mentors Program, Inc. website and participation in our Online Educational Classes and Critique services is at your sole risk. You assume all responsibility and risk when using our website and participating in our Online Educational Classes and Critique services, which are provided on an "as is" and "as available" basis. The Broadway Mentors Program, Inc. expressly disclaims any and all warranties, representations or conditions of any kind, either express or implied, with regard to information accessed from or through our website, including, without limitation, all content, materials, functions and services concerning (a) the availability, accuracy, quality, artistic worth, completeness or usefulness of our website's content; (b) the functioning of our website or that the content and material of the services provided will be timely, secure, uninterrupted and/or error-free; (c) any viruses which may be transmitted to or through our website and Online Educational Classes and Critique services or a third party that infect your computer equipment or other property; (d) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our website and participation in our Online Educational Classes and Critique services; and/or (e) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein or through third party sites.

The opinions, beliefs and viewpoints expressed by any of the Mentors on our website are solely those of the individual Mentors and do not necessarily reflect the opinions, beliefs and viewpoints of The Broadway Mentors Program, Inc. Any content, feedback or critique provided by the Mentors is not intended to malign any religion, ethnic group, club, organization, company or individual. The Broadway Mentors Program, Inc. is not responsible for any of the content, feedback or critique provided by any of the Mentors.

LIMITATION OF LIABILITY

Under no circumstances shall The Broadway Mentors Program, Inc., its directors, officers, shareholders, members, managers, employees, Mentors or agents, be liable to you or anyone else for any direct, indirect, incidental, special, punitive or consequential damages, of any kind or nature whatsoever that arise out of or result from: (a) the use of, or any inability to use, our website or any content or functions thereof; (b) any act or omission, online or offline, of any user of our website or anyone else, even if we have been advised of the possibility of such damages; (c) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein; (d) any interruption or cessation of transmission to or from our servers; and/or (e) any bugs, viruses, etc. which may be transmitted to or through our servers by any third party.

Under no circumstances shall we or any of the indemnified parties be liable for any delay or failure in performance resulting, directly or indirectly, from any event of force majeure or other cause beyond our or their control, including, without limitation, acts of God, war, equipment, technical failures, electrical power

failures or fluctuation, strikes, labor disputes, riots, civil disturbances, shortages of labor or materials, natural disasters, pandemics, governmental actions, orders of domestic or foreign courts, or non-performance of third parties. Neither we nor any other indemnified party is responsible or liable for: (a) any incompatibility between our website and any site, service, software or hardware; and/or (b) any delay or failure you may experience with any transmission or transaction related to our website.

The products and services provided on our website are controlled and offered by The Broadway Mentors Program, Inc. from its facilities in the United States of America. We make no claims or representations that any of the classes and services published or provided on our website are appropriate or available in other countries or regions. Those users who access or use our website from other countries or regions do so at their own risk and it is their sole responsibility to comply with local laws.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS HEREIN AND ELSEWHERE IN THESE TERMS AND CONDITIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

YOU SPECIFICALLY ACKNOWLEDGE THAT THE BROADWAY MENTORS PROGRAM, INC. SHALL NOT BE LIABLE FOR CONTENT OR FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

I have read and agree to comply with these Terms and Conditions.

Name: _____

Signature: _____ Date: _____

If under eighteen (18) years of age:

Parent/Guardian name: _____

Parent/Guardian signature: _____ Date: _____

For any questions, please contact Joy at joy@broadwaymentorsprogram.com or (908) 458-5736.