

## MakeMusic Privacy Policy

LAST UPDATED ON June 15, 2016.

**THE TERMS OF THIS MAKEMUSIC PRIVACY POLICY (“PRIVACY POLICY”) ARE LEGALLY BINDING. IF YOU ACCESS OR USE ANY OF OUR SERVICES (DEFINED BELOW), YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS POLICY. IF YOU DO NOT AGREE TO BE BOUND, YOU MAY NOT USE OUR SERVICES.**

MakeMusic, Inc. (“MakeMusic”, “we” or “us”) understands that privacy is exceptionally important to our users, and we view safeguarding personal privacy to be one of our top priorities. The purpose of this Privacy Statement is to transparently disclose to you how we may collect, use and share information, and how we attempt to safeguard the data you provide to us.

This Privacy Policy applies to you, as an individual, school or entity (“you” or “user”), when you use any of the MakeMusic programs, websites, platforms and/or mobile applications, including (without limitation) the SmartMusic®, Garritan® and Finale® products (collectively the “Services”).

From time to time, MakeMusic may change this Privacy Policy. If we make a change to this Privacy Statement, we will post a notice on the login or homepages of our Services. Additionally, a current and complete copy of the Privacy Policy be published and remain publicly accessible at: [www.makemusic.com/terms-conditions](http://www.makemusic.com/terms-conditions). If you have any questions about the changes please contact us by mail or phone as listed at the bottom of this document.

### 1. PROTECTING YOUR PRIVACY

Protection of our users’ privacy is a top Company priority. We take measures to monitor and update our privacy and data collection and storage policies and procedures to consistently meet or exceed industry security standards.

- a. USA. MakeMusic servers are located in the United States. Any information collected through the Services is stored and processed in the United States. If you use our Services outside of the United States, you consent to have your data transferred to and stored in the United States.

- b. Industry-Standard Protection. We utilize industry-standard Secure Socket Layer (SSL) encryption technology to safeguard account registration and enrollment information. Other security measures include, but are not limited to, firewalls and additional data encryption.
- c. Limitation on Access. Access to any information collected through the Services is generally restricted to those employees and/or contractors who require it to perform a job or other contracted function. All employees are subject to detailed criminal background screening as part of employment protocol. All vendors / contractors are required to adopt reasonable, industry standard protocols to maintain the confidentiality, security, and integrity of the information.

**2. INFORMATION WE COLLECT.** To provide the services, MakeMusic collects, stores, shares and uses certain information, including some personally identifiable information (“User Information”). While not exhaustive, this Section describes some of the types of User Information that MakeMusic collects, maintains and uses.

- a. DISTRICTS, SCHOOLS, AND TEACHERS. When a school district, school administrator or teacher creates an account with MakeMusic and registers a school with one or more Services or corresponds with us online, we collect certain information about the school (“School Data”). School Data is a type of User Information and may include (without limitation):
  - Contact name
  - School name
  - School address
  - School district information
  - School email address
  - Account name and password
  - Phone number
  - Message/correspondence content
  - Information relating to the school’s information systems
  - Activities related to the Service, such as features accessed and selected, assignments given, grades and scores, and correspondence with students.

- b. STUDENT DATA.** When a student creates an account with us, we collect certain information, including some personally identifiable information, about that student. Further, when a student uses the Services, s/he may create, upload or otherwise generate information and data. MakeMusic may have access to all of this data about students and their use of the Services (“Student Data”). Student Data is a type of User Information and may include (without limitation):
- Student’s name
  - Birthdate
  - Address
  - Phone number
  - Identification number
  - Scores
  - Class
  - Grade
  - School district
  - School
  - Music teacher’s name
  - User name and password created by the student
  - In the case of students under the age of 13, contact information for and communications with that student’s parent or guardian.
  - Data and files created and/or uploaded by the student, teacher or school as part of the Services (such as assignments, grades, feedback, etc.).
- c. NON-PERSONALLY IDENTIFIABLE INFORMATION.** As part of our business and contractual requirements, we sometimes collect anonymous data that does not tell us anything personal about you (“Non-PII”).

### **3. HOW WE USE AND SHARE USER INFORMATION.**

- a. To Provide the Services.** We use, process, store and share User Information to enable our users to fully use the Services. For example, we use User Information to allow student users to submit assignments to their teachers, and to allow the teachers to issue and manage assignments, and to contact their students.
- b. To Manage Accounts.** We also collect and use User Information to manage and renew subscriptions, to contact you with information about

our products and Services, to administer your account, and to respond to your inquiries.

- c. To Process Payments. We may collect, process, share and use User Information, such as payment and financial information, if you buy one of our products or Services or register for a feature on one of our Services.
- d. To improve our Services. To ensure that users have consistent, high-quality experiences with our Services, we may internally analyze user data to improve the features, content and functionality of the Services, and to assist us with product development, and planning.
- e. Use of Non-PII User Information. We may use Non-PII User Information several ways and for several purposes, including (without limitation):
  - To calculate necessary royalty payments to third party content providers, which are often based on the number of times a work is opened or accessed by our users.
  - To prepare reports and other materials that we may share with others in an anonymous format.
  - For analytics purposes.
  - In some instances, we use third-party vendors to collect, monitor and/or maintain Non-PII. For example: We use Telerik to collect, monitor, and analyze Non-PII to increase the Services' functionality and user-friendliness, and to better tailor our Services to our users' needs. Accordingly, Non-PII is shared with Telerik, which has its own privacy policy accessible [here](#) addressing how these parties use such information. You may opt out of Telerik tracking at installation or via the "Help" menu in any of our desktop applications. In our web applications we utilize Rollbar and Google and Google Analytics. Rollbar is utilized for error monitoring. Information logged includes common request data. Rollbar's privacy policy can be found [here](#). Google Analytics is utilized to analyze application, feature and content usage. Google's privacy policy can be found [here](#).

- 4. RESTRICTIONS ON USE.** We care about your privacy and will not intentionally:
- (a) share your Student Data with anyone other than the specific teacher, school, and district associated with your account;
  - (b) share or sell personally identifiable information to a third party to allow that third party to market its goods or services; or
  - (c) collect, share, maintain or use any User Information for any reason not set forth by this Privacy Policy and/or contemplated by the

nature of the Services provided.

**5. CHILDREN'S PRIVACY.** We care about protecting the online privacy of children. We may collect certain information about children ONLY for the purpose of providing our educational Services as described in the sections above regarding enrollment information.

- a. Verifiable Consent.** MakeMusic does not knowingly collect any information from children under the age of 13 unless the school or teacher has obtained appropriate, verifiable consent directly from the parent or legal guardian for the student to use the Services. It is the responsibility of the school or educator to obtain and verify consent from a parent or legal guardian in order for any child under 13 years of age to use the Services.
- b. Notification.** While the school remains responsible for obtaining verifiable consent for its students under the age of 13, MakeMusic will send a notification to the parent or guardian identified during the enrollment process to inform the parent/guardian of the enrollment and to provide the parent/guardian with information regarding their right to cancel the enrollment and to access and manage the enrollment information. The new web-based SmartMusic service does not allow students who report themselves as under the age of 13 to create an account; it is a violation of the SmartMusic Terms of Service for children to create an account by misrepresenting their age. For students under the age of 13, a parent/legal guardian or the student's teacher must create their account.
- c. Providing or Withdrawing Consent.** If, as a parent or legal guardian, you have not received information from your school, please contact the teacher or school directly. If you have received notice from the school and have not given your consent, or if you believe we have inadvertently collected personal information of a child under 13 without proper parental consent, please contact us directly so that we may delete such data as soon as possible; contact information can be found at the bottom of this document. You should, at a minimum, clearly state: (i) name of the child, along with their username; (ii) age and birth date of the child; (iii) your relationship to the child (e.g., parent, guardian, teacher); (iv) as much detail as possible regarding the information you believe was provided improperly by the child. After confirming your identity, we will

provide you with an opportunity to review, and if you wish, delete such information.

- d. Review Rights. If you are a parent/guardian and wish to review information submitted by your child, you may contact us (contact information is set forth below) and, after confirming your identity, we will provide you with an opportunity to review, and if you wish delete, such information.

## 6. ACCOUNT PREFERENCES

- a. Account. To view your personal information or edit preferences, go to My Account and login to view and/or update any personal information provided, such as mailing and billing addresses, email addresses, or preferences. Please note that even if you choose not to receive marketing communications, we may still contact you for important policy or technical product updates or for information related to your Services from us. If you are a student enrolled in a class, changing your personal information via “My Account” will NOT affect or update your Gradebook information. To change your Gradebook information, it will be necessary to coordinate directly with your teacher or director to do so.
- b. Cookies. We may place a text file called a cookie or an anonymous identifier in the browser files of computers that visit the Services. Cookies are pieces of information that, among other things, allow your computer to utilize all the features of the Services. An anonymous identifier is a random string of characters that is used for the same purposes as a cookie on those platforms, including certain mobile devices, where cookie technology is not available. If and when your computer accepts a cookie or an anonymous identifier, the cookie or the anonymous identifier may be stored on the computer’s hard drive. The information that we collect using cookies or an anonymous identifier is non-personal information. You are always free to decline our cookies or anonymous identifier if your browser permits, but some parts of our Services may not work properly for you if you do so.
- c. Opt-Out. In addition to mechanisms through your own browsers and computers, we have certain mechanisms for opting-out from our collection of Non-PII for analytics purposes. For example, Finale® users may opt-out by choosing “Help Improve Finale” from the Finale® Help

menu and selecting “No, I’m not interested at this time”. SmartMusic® users may opt-out by choosing “Setup > Help Improve SmartMusic” from the SmartMusic® Help menu and selecting “Don’t Allow”.

- 7. HOW LONG WE KEEP USER INFORMATION.** Unless otherwise expressly agreed by the parties, following termination or deactivation of an account, MakeMusic may retain personally identifiable User Information only for a commercially reasonable time for backup, archival, or audit purposes. However, MakeMusic will make attempts to delete any User Information upon request. MakeMusic may maintain all Non-PII even after termination, including usage data, for analytics purposes. If you have any questions about data retention or deletion, please contact us directly.
- 8. HOW WE PROTECT YOUR PERSONAL INFORMATION.** We take appropriate security measures (including physical, electronic and procedural measures) to help safeguard your personal information from unauthorized access and disclosure. For example, only authorized employees are permitted to access personal information, and they may do so only for permitted business functions. In addition, we use encryption in the transmission of your sensitive personal information between your system and ours, and we use firewalls to help prevent unauthorized persons from gaining access to your personal information.

We want you to feel confident using our Services. However, no system can be completely secure. Therefore, even though we take measured steps to secure your information, we do not promise, and you should not expect, that your User Information will always remain secure. You should carefully manage and handle your own passwords and personal information, and should avoid sending personal information through unsecure email.

## **9. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MAKEMUSIC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES REGARDING DATA PRIVACY OR DATA SECURITY. MAKEMUSIC MAKES NO WARRANTY REGARDING DATA PRIVACY OR SECURITY AND YOU ACKNOWLEDGE THE SAME.

## **10. LIMITATION OF LIABILITY**

YOU EXPRESSLY AGREE THAT MAKEMUSIC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, DATA BREACH, OR DISCLOSURE OF PERSONAL INFORMATION, EVEN IF MAKEMUSIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY AGREE THAT MAKEMUSIC IS NOT RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR ANY VIOLATION OF YOUR RIGHTS OR THE RIGHTS OF ANY OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, INTELLECTUAL PROPERTY RIGHTS, RIGHTS OF PUBLICITY, OR RIGHTS OF PRIVACY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO USER. IN ANY EVENT, IF MAKEMUSIC IS FOUND TO HAVE VIOLATED ANY OF YOUR RIGHTS, YOU ACKNOWLEDGE AND AGREE THAT ANY DAMAGES RECOVERABLE AGAINST MAKEMUSIC ARE LIMITED TO YOUR ACTUAL, PROVEN DAMAGES.

**11. VISITING OUR WEBSITES FROM OUTSIDE THE UNITED STATES.** If you are using the Services from outside the United States, please be aware that your information will be transferred to, stored, and processed in the United States where our servers are located and our central database is operated. This Privacy Policy and the storage, use and disclosure of your information under this Privacy Policy, is governed by the laws of the United States. The Services are controlled and operated by MakeMusic from the United States and you expressly waive the application of any laws of any territory other than the United States. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country.

**12. INTERNATIONAL FINALE® CUSTOMERS ONLY.** If you are a Finale® customer and do not live within the United States, We may also share your personal information with our trusted business partners, such as our distributors, to allow them to contact you with information about other products or services that may interest you, unless you elect not to receive such information.

**13. PRIVACY ON OTHER SITES.** Our Services may contain links to other sites. We provide these links for your convenience, but we do not review, control, or monitor the privacy practices of sites operated by others. We are not responsible for the performance of these sites or for your business dealings with them. Your use of other websites is subject to the terms and conditions of those sites, including the privacy policies of those sites.

**14. INTEGRATION.** The Privacy Policy, along with the applicable subscriber agreement relating to the Services you have subscribed to and any terms of use for the applicable Services, contain the entire agreement between you and MakeMusic with regard to your use of the Services and your User Information.



**15. CONSENT TO RECEIVE ELECTRONIC NOTICES.** By clicking to agree to this Privacy Policy, you expressly agree and consent to receiving all notices from MakeMusic relating to your privacy, your personal information, or any license or relationship that you have with MakeMusic via electronic mail via the address you have provided to MakeMusic as your e-mail address. You have the right to revoke consent to receive such notices via electronic mail, but until such consent is revoked, your consent to receive notices via electronic mail will remain in full force and effect.

**16. CONTACT US/ NOTICES.** If you have questions or comments about this Agreement, please contact MakeMusic directly:

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- Visit us on-line at <http://support.makemusic.com>
- Email us at [team@makemusic.com](mailto:team@makemusic.com)
- Call us Toll Free (for the U.S.A.): 1-800-843-2066
- Send us a letter addressed by First Class Postage Prepaid U.S. Mail or overnight courier to the following address:
  - Customer Success  
MakeMusic, Inc.  
7007 Winchester Circle, Suite 140  
Boulder, CO 80301  
USA

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