

Red Castle Publishing – Terms and Conditions

Effective date: 3rd day of February, 2023

These terms and conditions (the "Terms and Conditions") govern the use of **www.donnaandandy.com** (the "Site"). This Site is owned and operated by Red Castle Publishing / Donna Rhodenizer / Andy Duinker.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

By using this Site or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on our website, or by sending an email to you.

Intellectual Property

All rights are reserved.

All content published and made available on our Site is the property of Red Castle Publishing / Donna Rhodenizer / Andy Duinker and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

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Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Sale of Goods

These Terms and Conditions govern the sale of goods available on our Site.

The following goods are available on our Site:

- Printed Music
- Recorded Music
- Educational Materials

These Terms and Conditions apply to all the goods that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods we provide. You agree to purchase goods from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Third Party Goods and Services

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

Subscriptions

Subscriptions are yearly. Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription. Subscriptions may be cancelled at any time upon written request. Yearly subscription fees are non-refundable after 30 days.

Payments

We accept the following payment methods on our Site:

- Credit Card
- PayPal
- Stripe

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Shipping and Delivery

Physical goods from our Site will be delivered via Canada Post.

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and statutory holidays.

You will be required to pay delivery charges in addition to the price for the goods you purchase.

If you purchase goods from us for delivery to a destination outside Canada your purchase may be subject to import duties and taxes applied by the destination country. You are responsible for paying any such duties or taxes. Please contact your local customs office for more information before making a purchase. We are not responsible for the payment of any such duties or taxes and are not liable for any failure by you to pay them.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

Consumer Protection Law

Where the *Consumer Protection Act*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

Limitation of Liability

Red Castle Publishing / Donna Rhodenizer / Andy Duinker and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Red Castle Publishing / Donna Rhodenizer / Andy Duinker and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Province of Nova Scotia and/or the laws of Canada.

Language

These Terms and Conditions will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in English.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. It is your obligation to periodically check these Terms and Conditions for changes or updates. The date provided at the beginning of these Terms and Conditions will become effective upon such changes being posted to this website. Your continued use of this website following the posting of changes or updates will be considered notice or your acceptance to bid by and be bound by these Terms and Conditions.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

Red Castle Publishing

20 Silver Fox Ave, PO Box 10001

New Minas, NS B4N 5K1

Canada

(902) 681-6260

andy@redcastlepublishing.com

You can also contact us through the feedback form available on our Site.