Red Soda Privacy Policy & Terms of Use

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These Privacy Policy & Terms of Use outline the rules and regulations for the use of Red Soda's (**'Red Soda**') Website. They also describe how we collect, hold, use and disclose your personal information, and how we maintain the quality and security of your personal information.

The material on the Website is copyright © 2023, Red Soda and/or other copyright owners.

By accessing this Website, we assume and you hereby accept these Privacy Policy & Terms of Use in full. Do not continue to use this Website if you do not accept all of the Privacy Policy & Terms of Use stated on this page.

1. Definitions

The following terminology applies to these Privacy Policy & Terms of Use and any or all of Red Soda's related agreements:

"**Client**", "**you**" and "**your**" refers to you, the person accessing this website and accepting the Company's Privacy Policy & Terms of Use.
"**Red Soda**", "**The Company**", "**Ourselves**", "**We**", "**Our**" and "**Us**", refers to either:

(a) Red Soda PTY LTD ACN 162 121 128 if you are using this Website outside Canada or the United States of America; or
(b) Red Soda LLC if you are using this Website within the United States of America; or
(c) Red Soda Inc. OCN 1000135543 if you are using this Website within Canada.

"**Party**", "**Parties**", or "**Us**", refers to both the Client and ourselves, or either the Client or ourselves.
"**Privacy Policy**" refers to Red Soda's privacy policy.
"**Terms of Use**" means these terms and conditions for use of this website.
"**User**" refers to any person accessing this website.
"**Website**" refers to any of Red Soda's online services including but not limited to this website and our Web App "Backstage".

Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

2. Cookies

We employ the use of cookies. By using the Website you consent to the use of cookies in accordance with Red Soda's Privacy Policy & Terms of Use. Most modern interactive web sites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate / advertising partners may also use cookies.

3. Use of material on the Website

3.1. Generally

(a) Unless otherwise stated, Red Soda and/or it's licensors own the intellectual property rights for all material on Red Soda. All intellectual property rights are reserved. You may view and/or print pages from the Website for your own personal use subject to restrictions set in these Terms of Use.

(b) Except for the limited use set out in para (c) you may not use the Website, or the material contained on it, for any purpose. This involves:
   (i) the reproduction of the material in any material form;
   (ii) the distribution of the material in any material form;
   (iii) re-transmission of the material by any medium of communication;
   (iv) uploading and/or reposting the material to any other site on the WWW;
   (v) "framing" the material on the Website with other material on any other WWW site.

   The above are unlawful in any jurisdiction and are specifically prohibited by these Terms of Use.

(c) Notwithstanding the above restrictions on use of the material on the Website, you may download material from the Website for your personal non-commercial use provided you do not remove any copyright and trade mark notices contained on the material.

(d) You may not modify or copy:
    (i) the layout of the Website; or
    (ii) any computer software and code contained in the Website.

(e) The Owner reserves all intellectual property rights, including, but not limited to, copyright in material and/or services provided by it. The material provided on the Website is provided for personal use only and may not be:
    (i) re-sold and/or re-distributed in any material form;
    (ii) stored in any storage media; and/or
    (iii) re-transmitted in any media,

    without the prior written consent of Red Soda.

4. User Comments

4.1. Generally

Certain parts of this website offer the opportunity for users to post and exchange opinions, information, material and data ('Comments') in areas of the Website. Red Soda does not screen, edit, publish or review Comments prior to their appearance on the Website and Comments do not reflect the views or opinions of Red Soda, its agents or affiliates. Comments reflect the view and opinion of the person who posts such view or opinion. To the extent permitted by applicable laws Red Soda shall not be responsible or liable for the Comments or for any loss cost, liability, damages or expenses caused and or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this Website.

4.2. Removal of Comments

(a) Red Soda reserves the right to monitor all Comments and to remove any Comments which it considers in its absolute discretion to be inappropriate, offensive or otherwise in breach of these Terms of Use.
(b) You warrant and represent that:
    (i) You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
    (ii) The Comments do not infringe any intellectual property right, including without limitation copyright,
    (iii) patent or trademark, or other proprietary right of any third party;
    (iv) The Comments do not contain any defamatory, libellous, offensive, indecent or otherwise unlawful material or material which is an invasion of privacy
    (v) The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.
    (vi) You hereby grant to Red Soda a non-exclusive royalty-free license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

5. Hyperlinking to our Content

5.1. Hyperlinking without prior consent

(a) Subject to 5.1(c), the following organisations may link to our Web site without prior written approval:
    (i) Government agencies;
    (ii) Search engines;
    (iii) News organizations;
    (iv) Online directory distributors when they list us in the directory may link to our Web site in the same
    (v) manner as they hyperlink to the Web sites of other listed businesses; and
    (vi) Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls,

(vii) and charity fundraising groups which may not hyperlink to our Web site.

(b) These organizations may link to our home page, to publications or to other Web site information so long as the link:
   (i) is not in any way misleading;
   (ii) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and
   (iii) fits within the context of the linking party's site.

(c) Red Soda may, at any time and at its sole discretion, demand organisations referred to in 5.1(a) to remove any hyperlink to Red Soda's content.

5.2. Hyperlinking generally

(a) Red Soda may consider and approve in its sole discretion other link requests from the following types of organisations:
   (i) commonly-known consumer and/or business information sources such as Chambers of Commerce,
   (ii) dot.com community sites;
   (iii) associations or other groups representing charities, including charity giving sites,
   (iv) online directory distributors;
   (v) internet portals;
   (vi) accounting, law and consulting firms whose primary clients are businesses;
   (vii) educational institutions and trade associations; and
   (viii) other organisations Red Soda considers appropriate.

(b) Red Soda will approve link requests from these organisations if it is determined, in its sole discretion, that:
   (i) the link would not reflect unfavourably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link);
   (ii) the organisation does not have an unsatisfactory record with us;
   (iii) the benefit to us from the visibility associated with the hyperlink outweighs the absence of ; and
   (iv) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

(c) These organizations may link to our home page, to publications or to other Web site information so long as the link:
   (i) is not in any way misleading;
   (ii) does not falsely imply sponsorship, endorsement or approval of the linking party and it products or services; and
   (iii) fits within the context of the linking party's site.

(d) If you are among the organizations listed in paragraph 5.2(c) above and are interested in linking to our website, you must notify us by sending an e-mail to jeremy@redsoda.com. Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our Web site, and a list of the URL(s) on our site to which you would like to link.

(e) Approved organizations may hyperlink to our Web site as follows:
   (i) By use of our corporate name; or
   (ii) By use of the uniform resource locator (Web address) being linked to; or
   (iii) By use of any other description of our Web site or material being linked to that makes sense within the
   (iv) context and format of content on the linking party's site.

(f) No use of Red Soda's logo or other artwork will be allowed for linking absent a trademark license agreement.

6. Frames

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

7. Reservation of Rights

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Web site. You agree to immediately remove all links to our Web site upon such request. We also reserve the right to amend these Terms of Use and its linking policy at any time. By continuing to link to our Web site, you agree to be bound to and abide by these linking Terms of Use.

8. Removal of links from our website

If you find any link on our Web site or any linked web site objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you. Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

9. Content Liability

We shall have no responsibility or liability for any content appearing on your Web site. You agree to indemnify and defend us against all claims arising out of or based upon your Website. No link(s) may appear on any page on your Web site or within any context containing content or materials that may be interpreted as libellous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

10. Disclaimer

(a) We are making the Website available for others to publish information without assuming a duty of care to users. We are not in the business of providing professional advice and gives no warranty, guarantee or representation about the accuracy, reliability or timeliness or otherwise, of the information contained on the Website and/or linked sites on the WWW.

(b) To the full extent permitted by law we disclaim any and all warranties, express or implied, regarding:
   (i) the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website and/or of any linked sites; and
   (ii) merchantability or fitness for any particular purpose for any service or product contained or referred to on the Website and/or on any linked sites.

(c) We will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) which are the consequence of you:
   (i) acting, or failing to act, on any information contained on or referred to on the Website and/or any of the linked Websites; and
   (ii) using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Website and/or any linked sites.

(d) We do not warrant guarantee or make any representation that:
   (i) the Website, or the server that makes the site available on the WWW are free of software viruses;
   (ii) the functions contained in any software contained on the Website will operate uninterrupted or are error-free; and
   (iii) errors and defects in the Website will be corrected.

(e) We are not liable to you for:
   (i) errors or omissions in the Website, or linked sites on the WWW;
   (ii) delays to, interruptions of or cessation of the services provided in the Website, or linked sites; and
   (iii) defamatory, offensive or illegal conduct of any user of the Website,
   whether caused through our negligence, our employees or independent contractors, or through any other cause.

(f) You agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the Website.

11. Limitation of liability

The disclaimer in paragraph 10 may not apply to you in jurisdictions in which limitations on or exclusions of warranties or liabilities are not permitted by law. To the full extent permitted by law, our liability for any implied warranty is limited, at our choice of one or more of the following:

(a) If the breach of an implied warranty relates to services:
    (i) the supply of the services again; or
    (ii) the payment of the cost of having the services supplied again; and
(b) if the breach of an implied warranty relates to goods:
    (i) the replacement of the goods or the supply of equivalent goods;
    (ii) the repair of such goods; or
    (iii) the payment of the cost of replacing the goods or acquiring equivalent goods, or having the goods repaired.

12. Use of information gathered

(a) You consent to Red Soda and/or people authorised by it gathering and processing the information:
    (i) which you may provide when accessing the Website, such as your name, address, e-mail address, mobile number and other personal information about you; and
    (ii) regarding the way in which you use the Website including, without limitation, information acquired through the use of "cookies" programmed during the accessing of the Website.
(b) The Owner may authorise others to offer you goods and services using the information acquired through para (a).
(c) The information will be stored on our servers which may be based in Australia, Canada or the United States of America.
(d) You may opt out of messaging or get help at any time by emailing your band manager. The email address for your band manager is listed on the “Contact” page of our website www.redsoda.com.
(e) Our SMS service sends transactional messages based on your interactions with us. This includes whenever you enter your mobile number into our package builder (even if you do not send an enquiry). Message frequency varies.
(f) We do not charge for the service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message and data rates may apply.
(g) SMS messages are sent from +15067034974 (Canada), RedSoda (Australia), and +15067034974 (United States).
(h) We have the right to modify any telephone number or short code we use to operate the service at any time.
(i) To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the service, any errors in such information, and/or any action you may or may not take in reliance on the information or Service.
(j) Opt-in data and consent for text messaging will not be shared with any third parties except for messaging partners, for the purpose of enabling and operating our text messaging program.
(k) Our website uses cookies to keep track of the information you put into the package builder, including when you have abandoned your enquiry. This information is used to determine when to send transactional messages via SMS and email.
(l) Where reasonable and practicable to do so, we will collect your Personal Information only from you. However, in some circumstances we may be provided with information by third parties. In such a case we will take reasonable steps to ensure that you are made aware of the information provided to us by the third party.
(m) Your Personal Information may be disclosed in a number of circumstances including the following:
    (i) Third parties where you consent to the use or disclosure; and
    (ii) Where required or authorised by law.
(n) Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and from unauthorized access, modification or disclosure.
(o) When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information. However, most of the Personal Information is or will be stored in client files which will be kept by us for a minimum of 7 years.
(p) You may access the Personal Information we hold about you and to update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing. Red

Soda will not charge any fee for your access request, but may charge an administrative fee for providing a copy of your Personal Information. In order to protect your Personal Information we may require identification from you before releasing the requested information.

(q) It is an important to us that your Personal Information is up to date. We will take reasonable steps to make sure that your Personal Information is accurate, complete and up-to-date. If you find that the information we have is not up to date or is inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.

13. Termination of access

We may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and Red Soda has no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

14. Alteration of Terms of Use

Red Soda will do all things reasonably necessary to provide you with at least 30 days notice prior to any change to these Terms of Use. Notwithstanding this, Red Soda reserves the right to change these Terms of Use:

(a) with or without further notice to you; and
(b) without giving you any explanation or justification for such change.

15. Relevant jurisdiction

(a) If any part of these Terms of Use is found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of these Terms of Use and the severed part will not affect the validity and enforceability of any remaining provisions.
(b) These Terms of Use takes effect, is governed by, and shall be construed in accordance with the laws from time to time in force in New South Wales, Australia. The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

If you have any complaints or enquiries regarding our Privacy Policy & Terms of Use, please contact your band manager. The email address for your band manager is listed on the “Contact” page of our website www.redsoda.com.