TERMS OF USE

MEMBERSHIP AND DISCOVERY PASS TERMS

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These Terms govern membership purchases, Discovery Passes, and participation in AMPD Music experiences. They form an agreement between AMPD Music, LLC ("AMPD," "we," or "us") and the person enrolling ("you" or "Member"). Only the benefits of the membership or pass you purchase apply to you.

IMPORTANT: MEMBERSHIPS AND DISCOVERY PASSES ARE NON-CANCELLABLE AND NON-TRANSFERABLE, SUBJECT TO THE EXPRESS EXCEPTIONS IN THESE TERMS AND APPLICABLE LAW. SINGLE AND MEMBER + GUEST MEMBERSHIPS REQUIRE A 12-MONTH FINANCIAL COMMITMENT. SECTION 12 CONTAINS A RELEASE OF CLAIMS FOR ORDINARY NEGLIGENCE THAT AFFECTS YOUR LEGAL RIGHTS.

1. Accepting these Terms

By selecting the checkbox stating "I agree to AMPD Music's Terms of Use" and submitting your enrollment or purchase, you affirm that you have read and accept these Terms, including the payment commitment for your selected plan and the liability provisions below. Your affirmative electronic acceptance records your agreement; no handwritten signature or paper form is required. Simply visiting or downloading this page does not enroll you.

Your purchase becomes effective when AMPD accepts your enrollment and confirms it electronically. If AMPD declines enrollment, it will return any payment collected for that enrollment. You must be at least 21, provide accurate registration information, and enroll for yourself. Keep a copy of these Terms and your purchase confirmation.

2. Membership levels and prices

Single Membership: $99 one-time Membership Fee plus $79 per month for 12 months. Dues total $948; the total membership commitment including the fee is $1,047. Access is for one named member.

Member + Guest Membership: $99 one-time Membership Fee plus $149 per month for 12 months. Dues total $1,788; the total membership commitment including the fee is $1,887. Access is for one named member and one accompanying guest at eligible experiences.

Discovery Pass: $300 paid once for three eligible AMPD experiences for the named pass holder within 12 months of payment. No $99 Membership Fee and no recurring dues apply.

Founding Membership: $3,000 paid once for one year of Member + Guest access and the founding benefits in Section 6. No $99 Membership Fee and no recurring dues apply. The 12-month access period begins on the start date clearly displayed before purchase and repeated in your confirmation. It is not a lifetime membership.

3. Standard membership billing and term

For Single and Member + Guest launch memberships purchased before January 5, 2027, the access term is January 5, 2027 through January 4, 2028. The $99 Membership Fee is charged upon accepted enrollment. Twelve monthly dues installments are charged on the 5th of each month from January through December 2027.

Monthly installments pay for a fixed 12-month commitment; they do not create a month-to-month membership. For a later enrollment, the start date, end date, and twelve installment dates must be disclosed before purchase and included in your confirmation. No retroactive charges are authorized.

The $99 fee is charged once per plan, including a Member + Guest plan. It reserves your membership place and supports AMPD's launch, operations, and original-artist community. It is separate from dues, is not a deposit or dues credit, and is nonrefundable except under Section 10 or applicable law.

4. Non-cancellation, non-transfer and renewal

YOU COMMIT TO THE FULL TERM AND PRICE OF YOUR SELECTED PLAN. YOU MAY NOT CANCEL, PAUSE, DOWNGRADE, ASSIGN, RESELL, LEND, SHARE, OR TRANSFER YOUR MEMBERSHIP, PASS, INVITATIONS, OR ACCESS CREDENTIALS. Personal nonuse, travel, relocation, scheduling conflicts, illness, or dissatisfaction with a particular artist does not excuse payment or create a refund right, except as expressly provided in these Terms or required by law.

Stopping payment, deleting an account, or revoking automatic-payment authorization does not cancel amounts lawfully owed for the agreed term. Cancelling an event reservation is separate from cancelling a membership.

No plan automatically renews. A new membership term requires your affirmative agreement to the new offer. Unused benefits do not roll over or have cash value except under Section 10 or applicable law. Membership purchases do not give you ownership, voting, management, profit-sharing, or repayment rights in AMPD.

5. Member access and guest privileges

AMPD offers curated original-music experiences, generally planned monthly. Membership provides invitations and RSVP access during your term. A confirmed reservation is required for admission. Capacity, safety, artist needs, and reasonable venue requirements apply. No particular artist, venue, genre, seat, or admission to every event is guaranteed. AMPD will administer capacity in good faith and provide a reasonable opportunity to use purchased benefits.

Single Membership admits only the named member. Member + Guest and Founding Membership permit one guest to accompany the member at each eligible member experience, with a confirmed reservation for both. The guest may differ between experiences. The member must attend; a guest has no independent membership or attendance right.

Each guest must be at least 21 and personally accept AMPD’s applicable guest participation and liability terms before admission. Your checkbox acceptance does not waive another adult’s rights. You must communicate attendance and conduct requirements to your guest.

Food, beverages, parking, transportation, and merchandise are excluded unless expressly included in your purchased offer or invitation. Separately priced special events are excluded from ordinary membership access only when clearly identified before booking.

6. Founding Member benefits

Founding Members receive one year of Member + Guest access, advance notice of experience dates, an earlier RSVP opportunity than standard members, and preferred seating for confirmed attendance where the venue permits. Invitations identify applicable reservation and seat-release times. Priority does not guarantee admission after capacity is reached.

Founding benefits also include studio-tour and hosted-lunch opportunities during the access term, plus the “Welcome to the Inside!” Brand Box with two branded shirts, a branded Yeti mug, a branded notepad, and additional founding merchandise. The offer displayed before purchase identifies included tour and lunch quantities and the Brand Box delivery schedule; those commitments form part of your purchase and will be retained in your confirmation. Substituting promised merchandise requires your consent.

With your permission, AMPD will list your approved name on an AMPD-controlled Founding Member recognition page through December 31, 2028. Recognition does not extend admission beyond the access term. Any feedback you provide is advisory; programming and operating decisions remain with AMPD.

7. Discovery Pass use and expiration

Each redemption admits only the named pass holder to one eligible experience. Three redemptions cannot be combined to admit guests to one event. The pass does not include full membership, guest access, priority seating, a Brand Box, or an automatic upgrade credit.

The pass expires at 11:59 p.m. Central Time on the day before the first anniversary of payment, unless a longer period is required by law or Section 10. Your payment and expiration dates appear in your confirmation. Experiences must occur within the valid period; booking before expiration does not extend it.

One redemption is used upon attendance, a no-show, or cancellation less than 24 hours before the scheduled start. Cancellation at least 24 hours before the start restores the redemption. If AMPD cancels or materially reschedules the event, the redemption is restored without penalty.

8. Reservations and respectful participation

Use AMPD's designated RSVP process and wait for confirmation before attending. Release an unwanted reservation at least 24 hours before the scheduled start. Personal nonattendance does not create a cash refund right. Follow reasonable arrival, identification, seating, and safety instructions. All attendees must be at least 21 and provide identification when requested.

Respect the artist and listening environment. Silence phones and save side conversations for breaks. Harassment, discrimination, threats, unwanted contact, violence, illegal activity, and unsafe impairment are prohibited. AMPD may refuse entry or remove a person reasonably believed to create a safety or material conduct risk.

Do not disclose private addresses, access codes, member information, or embargoed artist details without permission. Unauthorized recording, livestreaming, commercial photography, and commercial use of an artist's work are prohibited. Studio visits do not grant equipment-use, recording, or music-ownership rights. Promotional use of your likeness requires any separate consent applicable to that use; accepting these Terms does not itself grant a promotional likeness release.

9. Payment authorization and default

By accepting these Terms and completing the payment step, you authorize AMPD and its payment processor to charge the disclosed one-time fee or purchase price and, for Single and Member + Guest memberships, the twelve disclosed monthly installments to your selected payment method. This authorization does not include a renewal, optional purchase, added penalty, or accelerated balance. AMPD will provide confirmation of your payment terms.

Keep a valid payment method or arrange another accepted method. You may revoke automatic-payment authorization by written notice through the AMPD contact method provided at checkout or in your confirmation, allowing reasonable processing time. Revocation does not erase an underlying payment obligation. Any bank-debit authorization required by applicable payment rules must be obtained separately. Genuine billing disputes and statutory payment rights remain available.

For a failed installment, AMPD will give written notice and 10 calendar days to cure. AMPD may suspend future reservations while an uncured default continues. Installments remain due on the original schedule; these Terms impose no automatic acceleration or added late fee. AMPD may recover amounts lawfully due and collection costs only as a court or applicable law permits.

10. Event changes and AMPD nonperformance

AMPD may reasonably change artists, venues, times, and logistics and will notify affected attendees as soon as practicable. Weather, public orders, artist illness, venue loss, and other events beyond reasonable control may require postponement. AMPD will make reasonable efforts to reschedule or provide a substantially comparable experience. You may decline a materially changed reservation without an attendance penalty.

For memberships, if AMPD suspends substantially all included programming for more than 30 consecutive days, it will offer an equivalent term extension or service credit. If AMPD cannot provide a substantially equivalent remedy, permanently closes, or materially fails to deliver and does not cure within 30 days after written notice, you may end the unperformed portion, owe no further dues for it, and receive a proportionate refund for undelivered prepaid benefits. AMPD will refund the $99 Membership Fee if it never activates the purchased membership.

For Discovery Passes, if AMPD's scheduling, capacity, or cancellations prevent a reasonable opportunity to redeem all three experiences before expiration, it will offer an adequate extension or comparable replacement. If you do not accept that remedy, AMPD will refund $100 for each affected unused redemption. A no-show or failure to request available reservations does not itself establish nonperformance.

Ordinary substitutions, personal nonattendance, or a single unavailable reservation do not by themselves establish material nonperformance. Non-cancellation does not permit AMPD to retain money it is legally required to refund. These remedies do not restrict mandatory statutory rights.

11. Assumption of risk

Live music and unfamiliar venues involve risks, including elevated sound levels and hearing damage; crowds; stairs, uneven surfaces, and low lighting; rooftops and outdoor conditions; cables and equipment; slips and falls; weather; food allergies; communicable illness; and other people's conduct. You voluntarily accept the inherent risks of activities you choose to attend and risks of ordinary negligence only to the extent expressly released in Section 12.

Follow safety instructions, remain in authorized areas, use hearing protection when appropriate, and seek assistance or leave if conditions appear unsafe. You are responsible for lawful alcohol consumption and safe transportation and must not drive while impaired. Alcohol is not a guaranteed benefit. AMPD does not promise medical supervision; emergency services may be contacted when reasonably necessary. Nothing here excuses legal duties imposed on AMPD, a venue, or an alcohol provider.

12. IMPORTANT RELEASE OF ORDINARY NEGLIGENCE

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU RELEASE AMPD MUSIC, LLC, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, EVENT VOLUNTEERS AND AGENTS, AND THE OWNERS AND OPERATORS OF PREMISES HOSTING THE AMPD ACTIVITY (THE "RELEASED PARTIES") FROM CLAIMS FOR BODILY INJURY, DEATH, OR DAMAGE TO OR LOSS OF YOUR PROPERTY ARISING FROM YOUR ATTENDANCE OR PARTICIPATION, INCLUDING CLAIMS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF A RELEASED PARTY, WHETHER SOLE OR CONCURRENT. THIS INCLUDES ORDINARY NEGLIGENCE IN EVENT ORGANIZATION, PREMISES CONDITIONS, SUPERVISION, AND SAFETY PRECAUTIONS.

THIS RELEASE DOES NOT COVER GROSS NEGLIGENCE, RECKLESS OR INTENTIONAL MISCONDUCT, FRAUD, OR ANY LIABILITY OR RIGHT THAT CANNOT LAWFULLY BE RELEASED. IT DOES NOT RELEASE AMPD'S EXPRESS PAYMENT, REFUND, OR SERVICE OBLIGATIONS. BY AFFIRMATIVELY ACCEPTING THESE TERMS, YOU ACKNOWLEDGE THAT THIS SECTION AFFECTS YOUR RIGHT TO SUE FOR ORDINARY NEGLIGENCE.

13. Responsibility for third-party claims

You will reimburse the Released Parties for reasonable losses, damages, and legal expenses from third-party claims only to the extent caused by your negligent or intentional misconduct or material breach of these Terms. For a guest you invite, this obligation applies only to the extent your own conduct caused the loss; you do not waive another adult's rights.

This obligation does not require you to pay for a Released Party's own negligence, gross negligence, recklessness, intentional misconduct, fraud, or statutory violation. AMPD must promptly notify you of a claim and reasonably cooperate. No settlement imposing an admission or nonmonetary duty on you may be made without your written consent.

14. Suspension and termination for cause

AMPD may suspend access immediately for a credible safety concern and may terminate for serious or repeated material violations, fraud, unauthorized transfer, or uncured nonpayment. AMPD will provide the reason in writing and, for a remediable violation, a reasonable opportunity to cure. Lawfully earned amounts are nonrefundable. Remedies for member breach are limited to lawful, provable amounts, with required mitigation and no double recovery; this section creates no automatic forfeiture penalty.

15. Limits of liability and disputes

For ordinary economic claims arising from these Terms, AMPD's total liability is limited to the total contract price paid or payable for your term or pass. Neither party is liable to the other for consequential, special, or punitive damages on those claims. These limits do not apply to bodily injury or death, gross negligence, recklessness, intentional misconduct, fraud, statutory remedies that cannot be limited, or AMPD's express refund obligations.

Texas law governs without displacing mandatory protections that apply. Subject to mandatory venue rights, claims must be brought in a court with jurisdiction in Travis County, Texas. These Terms impose no arbitration or class-action waiver. Each party bears its own legal fees unless applicable law or a court provides otherwise. No consumer right that cannot lawfully be waived is waived.

16. Notices and changes to these Terms

Keep your membership contact information current. AMPD may send operational and agreement notices to the email address associated with your enrollment. Send questions, billing notices, or notices of nonperformance through the AMPD contact method provided at checkout or in your purchase confirmation. Marketing choices remain separate from required operational communications.

These Terms and the specific plan, dates, benefit commitments, and payment schedule displayed before purchase and retained in your confirmation form the agreement for your purchase. Event instructions may address reasonable safety and logistics but may not reduce purchased benefits, change price or term, or enlarge a release without fresh consent.

An updated version applies to future purchases or changes you affirmatively accept; posting an update alone does not alter an existing fixed-term purchase. If a provision is unenforceable, the remaining provisions survive to the extent lawful. Failure to enforce a provision once is not a permanent waiver. Accrued payment duties and provisions addressing lawful claims and private information survive as their nature requires.

The public webpage and downloadable PDF for a given version contain the same Terms. Downloading or printing a copy is optional and does not replace affirmative acceptance during enrollment.