

# Basic Terms and Conditions of Use for TruVoice Lessons LLC

## Section I - Definitions

- 1.1 **Site:** Welcome to our website [www.truvoicelessons.com](http://www.truvoicelessons.com) (the “Site”) hosted by the Company and any associated applications (“App”). The term “Site” shall be interpreted herein to include both the Site and any Apps.
- 1.2 **Notice:** You agree to accept and to be bound by these Basic Terms and Conditions of Use (the “Notice” or “Agreement”) and the Company’s Privacy Policy. Please read this Notice carefully before using the Site. By viewing or otherwise using this Site, you are agreeing you are 13 or older, and agreeing to be bound by the following terms and conditions of use, which together with our Privacy Policy govern the relationship between you and the Provider of the Site.
- 1.3 **Privacy Policy:** Access our [Privacy Policy](#) here.
- 1.4 **Changes:** We reserve the right to, in our sole discretion, change, modify, add, or delete portions of this Notice at any time. We will provide notice of such changes only by posting the updated Notice on our Site and changing the “last updated” date associated with this Notice. This Notice applies exclusively to your access to, interaction with, and use of, this Site and does not alter in any way the terms or conditions of any other agreement you might have with the Company or the Site. We encourage you to review our Notice each time you visit our Site, to check if it has been updated since your last visit. If you have any questions or comments regarding the use of the Site, please direct your questions or comments to [contact@truvoicelessons.com](mailto:contact@truvoicelessons.com).
- 1.5 **Company/Provider:** TruVoice Lessons LLC, a limited liability company formed under the laws of Texas, (the “Company”) is the owner and Provider of the Site. The Company’s registered agent is, United States Corporation Agents Inc, located at 14205 SE 36<sup>th</sup> Street, Suite 100, Bellevue, WA 98006-1553. The Company’s principal office is located at 7531 NE 18<sup>th</sup> St, Apt 129Q, Vancouver, WA 98661. The Company is also referenced as “us” or “we” within this Notice.
- 1.6 **User:** You are the User if you view, read, or use the contents, images, or information on or from the Site. The User is also referenced as “you” or “your” within this Notice.
- 1.7 **Student:** You are the “Student” if you schedule an appointment via the Company Site or other means for the purpose of taking voice or music lessons from an instructor of the Company.
- 1.8 **Submitted Item:** Any art, photograph, image, likeness, logo, brand, tradename, video, song, music, performance, “favorites” list, comments, feedback, postcards, suggestions, notes, and other information, content, or material, or any other item that you or your agents disclose, email, fax, offer, text, share, or post to the Site or the Company.
- 1.9 **Third-party posted information.** The Site does not endorse, verify, or guarantee the validity of any material or information posted by other parties.

**Section II – Site Use.** The use of the Site is subject to the following terms of use:

- 2.1 The content of any pages of the Site, programs, and courses available on the Site are for your general information and use only. It is subject to change without notice.
- 2.2 Your use of any information or materials on the Site is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any services or information available through this Site meet your specific requirements. The Site does not verify the accuracy of, endorse, or guarantee the validity of any material or information posted by other parties on the Site. THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE SITE DOES NOT REPRESENT OR WARRANT THE MATERIALS ON THIS SITE OR APP NOR REPRESENT OR WARRANT THAT INFORMATION PROVIDED IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE.
- 2.3 By offering Submitted Items to the Site, either online or offline, whether or not solicited by the Company or Site, you hereby grant to the Site an irrevocable, nonexclusive, perpetual, worldwide, royalty-free right and license to use, record, display, publicly perform, modify, reproduce, publish, distribute, make derivative works of, sublicense, and otherwise commercially and non-commercially exploit your Submitted Items and all copyright, trade secret, trademark, or other intellectual property rights therein, in any manner or medium now existing or hereafter developed (including, but not limited to, print, film or electronic storage devices), and the exclusive right to use, display, publicly perform, modify, reproduce, publish, distribute, make derivative works of, sublicense, and otherwise exploit all such materials on commercial websites, without compensation of any kind to you or any third-party. You hereby represent and warrant: (A) you have all necessary rights, power, and authority to grant the license set forth herein to your Submitted Item, and (B) your Submitted Item does not violate, misappropriate, or infringe any copyright, trade secret, trademark, or other intellectual property right of any third-party. You will take, at the Company's expense, any further action (including, without limitation, execution of affidavits and other documents) requested by the Company to affect, perfect, and confirm the license granted to the Company to your Submitted Item as set forth herein. Publication or use of any Submitted Items is at the sole discretion of the Company and the Company is under no obligation to publish or use any Submitted Item. If your Submitted Item is published, used, and/or posted on the Site or otherwise used by the Company, we may include your name, likeness, photo, or biographical information in conjunction with such publication, posting, or use. By submitting, disclosing, or offering a Submitted Item, you hereby grant the Company the right to use your name in connection with the publication, use, or posting of your Submitted Item. You must include your full name and e-mail address with your Submitted Item so we can contact you if we have any questions about your Submitted Item. By submitting this information, you are agreeing that this method of contacting you is sufficient for all means of communication between you and the Company, and that such communication provides reasonable notice.

- 2.4 The trademarks, designs, copyrights, logos, and service marks ("Marks") displayed on the Site are the property of the Company and other parties. You are prohibited from using any Marks for any purpose including, but not limited to, use as metatags on other pages or sites or apps on the World Wide Web without the written permission of the Company or such third-party which may own the Marks. All information and content located on the Site is protected by copyright. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works, or using any Content available on or through the Site for commercial or public purposes. Unauthorized use of the Site may give rise to a claim for damages and/or be a criminal offense.
- 2.5 The Company is a provider of in-person and online/digital voice and music lessons in Vancouver, Washington. The Company also offers online lessons.
- 2.6 The Site's and the Company's relationships with the Site contributors are solely Independent Contractor Relationships. Each Site contributor's relationship with the Site and the Company is that of an independent contractor and nothing in this Notice and Agreement is intended to create, nor should be construed as creating, a partnership, agency, joint venture, or employment relationship. Each Site contributor will pay its own expenses, including those relating to insurance coverage, legal liability, and taxes. If a Site contributor has its own employees, it is solely responsible for paying for their benefits. Site contributors will not be entitled to any of the benefits which the Company may make available to its employees, including, but not limited to: group health or life insurance, profit-sharing, or retirement benefits. Each Site contributor is not authorized to make any representation, contract, or commitment on behalf of the Site or the Company unless specifically requested or authorized in writing to do so by a manager of the Company. Each Site contributor shall make clear to any third parties that they are not the agent of, nor empowered to act as an agent of the Site. Each Site contributor is solely responsible for, and will file on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state, or local tax authority with respect to the performance of services and receipt of fees under this Notice and Agreement or through the Site. Each Site contributor is solely responsible for, and must maintain adequate records of expenses incurred in the course of performing services under this Notice or Agreement. No part of the Site contributors' compensation will be subject to withholding by the Site or the Company for the payment of any social security, federal, state, or other employee payroll taxes. The Company will regularly report amounts paid to contributor by filing Form 1099-MISC with the Internal Revenue Service as required by law. Each Site contributor will indemnify, defend, and hold harmless the Company and its members, directors, officers, and employees from and against all taxes, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with: (a) any negligent, reckless, or intentionally wrongful act of the Site contributor or Site contributor's assistants, employees, or agents, (b) any breach by Site contributor or Site contributor's assistants, employees, or agents of any of the covenants, warranties, or representations contained in this Notice and Agreement, (c) any failure of Site contributor to perform the Services in accordance with all applicable laws, rules, and regulations, or (d) any violation or claimed violation of a third-party's rights resulting in

whole or in part from the Company's use of the work product of Site contributor under this Notice and Agreement.

- 2.7 You agree to indemnify, defend and hold us, our subsidiaries and affiliates, and their respective officers, directors, owners, agents, information providers and licensors (individually, the "Indemnified Party" or collectively, "Indemnified Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including attorneys' fees) incurred by any Indemnified Party in connection with any breach by you of this Notice or caused by participation in lessons or services provided by the Company. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.
- 2.8 The Site and Company uses Third Party Service Providers. By making use of some or all of these services on the Site, you hereby consent and authorize us to delegate the authorizations and share the information you provide to us with our Third-party Service Provider(s) to the extent required to provide services to you.
- 2.9 The Site and Company uses the following Third-party Service Providers, subject to change at the sole discretion of the Company:

Third Party Service Provider	Links to Legal Agreements
Wordpress	<a href="https://wordpress.com/tos/">https://wordpress.com/tos/</a> and <a href="https://automattic.com/privacy/">https://automattic.com/privacy/</a>
WPENGINE	<a href="https://wpengine.com/legal/terms-of-service/">https://wpengine.com/legal/terms-of-service/</a> and <a href="https://wpengine.com/legal/privacy/">https://wpengine.com/legal/privacy/</a>
Stripe	<a href="https://stripe.com/ssa">https://stripe.com/ssa</a> and <a href="https://stripe.com/privacy">https://stripe.com/privacy</a>
PayPal, Payment processing services, (e.g. card acceptance, merchant settlement and related services)	<a href="https://www.paypal.com/us/webapps/mpp/ua/legalhub-full?locale.x=en_US">https://www.paypal.com/us/webapps/mpp/ua/legalhub-full?locale.x=en_US</a> and <a href="https://www.paypal.com/us/webapps/mpp/ua/privacy-full?locale.x=en_US">https://www.paypal.com/us/webapps/mpp/ua/privacy-full?locale.x=en_US</a>
Hubspot	<a href="https://legal.hubspot.com/community-tou">https://legal.hubspot.com/community-tou</a> and <a href="https://legal.hubspot.com/privacy-policy?_ga=2.229328540.128783957.1604969751-660034457.1604969751">https://legal.hubspot.com/privacy-policy?_ga=2.229328540.128783957.1604969751-660034457.1604969751</a>
Acuity	<a href="https://www.squarespace.com/terms-of-service">https://www.squarespace.com/terms-of-service</a> and <a href="https://www.squarespace.com/privacy">https://www.squarespace.com/privacy</a>
Google Analytics, to collect & analyze customer data, measure advertising ROI	<a href="https://policies.google.com/terms?gl=US&amp;hl=en">https://policies.google.com/terms?gl=US&amp;hl=en</a> and <a href="https://policies.google.com/privacy?gl=US&amp;hl=en">https://policies.google.com/privacy?gl=US&amp;hl=en</a>
Zoom, video hosting	<a href="https://zoom.us/terms">https://zoom.us/terms</a> and <a href="https://zoom.us/privacy-and-legal">https://zoom.us/privacy-and-legal</a>

Grasshopper	<a href="https://www.logmeininc.com/legal/terms-and-conditions">https://www.logmeininc.com/legal/terms-and-conditions</a> and <a href="https://www.logmeininc.com/legal/privacy">https://www.logmeininc.com/legal/privacy</a>
WooCommerce	<a href="https://woocommerce.com/terms-conditions/">https://woocommerce.com/terms-conditions/</a> and <a href="https://automattic.com/privacy/">https://automattic.com/privacy/</a>
LMS	<a href="https://www.themeum.com/terms-and-conditions/">https://www.themeum.com/terms-and-conditions/</a>

By using the Site, you agree to be bound by each Third-Party Service Providers' terms and conditions, privacy policy or other legal agreements.

- 2.10 The Site provides links to other sites by allowing you to leave this Site to access third-party material or by bringing third-party material into this Site via “inverse” hyperlinks and framing technology (a “Linked Site”). The Site or the Company have no discretion to alter, update, or control the content on a Linked Site. The fact that the Site has provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners, or its providers. There are inherent risks in relying upon, using, or retrieving any information found on the internet, and the Company urges you to make sure you understand these risks before relying upon, using, or retrieving any such information on a Linked Site.
- 2.11 All content, products, and services on the Site or obtained from a site to which the Site is linked (a “Linked Site”) are provided to you “AS IS” without warranty of any kind either express or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy. THE COMPANY DOES NOT REPRESENT OR WARRANT THIS SITE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE YOUR USE OF THE SITE AND CONTENT IS AT YOUR SOLE RISK.
- 2.12 The Company does not endorse and is not responsible for (a) the accuracy or reliability of an opinion, advice, or statement made through the Site by any party other than the Company, (b) any content provided on Linked Sites, or (c) the capabilities or reliability of any product or service obtained from a Linked Site. Other than as required under applicable consumer protection law, under no circumstance will the Company be liable for any loss or damage caused by your reliance on information obtained through the Site or a Linked Site, or your reliance on any product or service obtained from a Linked Site. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any opinion, advice, or other content available through the Site or obtained from a Linked Site. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific opinion, advice, product, service, or other content.
- 2.13 The information, software, products, and descriptions of services published on the Site or a Linked Site may include inaccuracies or typographical errors, and the Company specifically disclaims any liability for such inaccuracies or errors. The Company does not warrant or represent that the content on the Site is complete or up-to-date. The Company

is under no obligation to update the content on the Site. The Company may change the content on the Site at any time without notice and at its sole discretion. The Company may make improvements or changes to the Site at any time. The Company may also be compelled to make changes to the Site pursuant to law or regulation, with or without notice.

- 2.14 You agree that the Company, its affiliates, and any of their respective officers, directors, members, employees, or agents will not be liable, whether in contract, tort, strict liability, or otherwise, for any indirect, punitive, special, consequential, incidental, or indirect damages (including without limitation: lost profits, cost of procuring substitute service, cover, or lost opportunity) arising out of, or in connection with, the delay or inability to use the Site or a Linked Site, even if the Company is made aware of the possibility of such damages. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect your equipment, failure of mechanical or electronic equipment or communication lines, telephone or interconnectivity problems (e.g., you cannot access your internet service provider), unauthorized access, theft, operator errors, strikes, or other labor problems or any other force majeure. The Company cannot and does not guarantee continuous, uninterrupted, or secure access to the Site.
- 2.15 It is your exclusive obligation to maintain and control passwords to your account. You are exclusively responsible for all activities that occur in connection with your user-name and password. You agree to immediately notify the Company of any unauthorized uses of your user-name and password or any other breaches of security. The Company will not be liable for any loss or damages of any kind, under any legal theory, caused by your failure to comply with the foregoing security obligations or caused by any person to whom you grant access to your account.

### **Section III – Student Agreement**

As a Student of the Company, I understand and agree to the following:

- 3.1 Recurring Lessons. For Students working with a teacher on a recurring weekly basis, the Student understands that they will receive a recurring PayPal invoice. Payments must be received no later than 24 hours in advance of the scheduled lesson time. If payment is not received at least 24 hours in advance, your lesson time will be forfeited.
- 3.2 Individually Scheduled Lessons. For Students scheduling on a lesson-by-lesson basis, lessons must be scheduled via the “Book Now” section on the Site and payment is required at the time the lesson is scheduled.
- 3.3 Student Cancellation. The Student must give at least 24 hours’ notice for cancellation or rescheduling of any lesson. Cancellation must be submitted in writing to your instructor by email @ ([their\\_name@truvoicelessons.com](mailto:their_name@truvoicelessons.com)). If less than 24 hours’ notice is given for cancellation or rescheduling of a lesson, the Student agrees to be charged a \$45 late cancellation fee. The lesson time and payment for that lesson will be forfeited and the Student will not be refunded for lessons cancelled or missed except for cases of emergency. If the Student believes they should receive a refund for a missed or cancelled lessons, they

must contact the Company by email to [contact@truvoicelessons.com](mailto:contact@truvoicelessons.com) explaining why a refund should be issued. Refunds are issued at the sole discretion of the Company.

- 3.4 **Instructor Cancellation.** In the event an instructor must cancel, they must give the Student at least 24 hours' notice via email and try to reschedule the lesson. If a lesson is cancelled by an instructor with less than 24 hours' notice, the lesson will be made up free of charge and the payment for that lesson will be refunded by the same method the original payment was made, except in case of an emergency. What is deemed an instructor emergency is at the sole discretion of the Company. The Student may be offered another instructor (a "replacement" instructor) in the event of an instructor cancellation. It is the Student's choice whether to make up a missed/cancelled session with the replacement instructor. If the Student does not want to receive instruction by the replacement, the cost of the lesson will not be refunded.
- 3.5 **Late Arrival.** You agree to be on time for lessons. If you are more than 15 minutes late for a 60-minute lesson, or 10 minutes late for a 30-minute lesson, the remainder of the lesson will be cancelled and payment for the lesson will be not be refunded. You understand that if an instructor is more than 10 minutes late for a 30-minute lesson, or 15 minutes late for a 60-minute lesson, you will be refunded for that lesson in the same manner payment was submitted and the lesson will be rescheduled at a new time, free of charge.
- 3.6 **Online Lessons.** Online lessons are taught using Zoom, or another online provider of video communication selected by the Company. The Student understands they may need to create an account in order to utilize the program and agrees to do so if required. Zoom can be installed at <https://zoom.us/> or as an app. The choice to use another program for online lessons is at the discretion of the instructor. The Student must notify the instructor regarding any difficulty with the online video communication immediately and contact the providers technical support to resolve any issues.
- 3.7 **Lessons are Recorded.** Student understands that all lessons on Zoom are auto-recorded for quality and training purposes. Student acknowledges that by participating in a Zoom lesson, they agree and consent to the auto-recording. The recordings are for internal purposes only and shared only with staff.
- 3.8 **Student Compliance.** By completing the forms and signing up to use the scheduler on the Site, the Student understands and agrees to abide by the terms contained in this Notice and the Company's Privacy Policy. Violations of the policies in this Notice or frequent attendance issues may result in termination of the Student's ability to schedule lessons and cancellation of any lessons scheduled with the Company. If this occurs, the Student will be notified by email from [contact@truvoicelessons.com](mailto:contact@truvoicelessons.com), to the email address they provided to the Company. Termination is at the sole discretion of the Company.
- 3.9 The Student understand that the Company, at its sole discretion reserves the right to lawfully refuse service to anyone.

## **Section IV – Dispute Resolution**

- 4.1 In the event of disputes resulting from the use of the Site, the parties will first consult together with a view to resolve the dispute amicably.
- 4.2 If the parties are unable to resolve a dispute amicably, it will be referred to the Superior Court in Clark County, Washington.
- 4.3 Your use of the Site and any dispute arising out of such use of the Site is subject to the laws of Clark County, Washington and applicable federal law without regard to conflict of laws principles.

## **Section V - Copyright Complaints. (DMCA Takedown Requests)**

- 5.1 Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement must be sent to Service Provider's Designated Agent.

Notification must be submitted to the following Designated Agent:

Service Provider:	TruVoice Lessons LLC
Name of Agent Designated to Receive Notification of Claimed Infringement:	United States Corporation Agents Inc.
Full Address of Designated Agent to Which Notification Should be Sent:	14205 SE 36 <sup>th</sup> Street SE, Suite 100 Bellevue, WA 98006-1553
Telephone Number of Designated Agent:	800-773-0888
E-Mail Address:	<a href="mailto:reservice@legalzoom.com">reservice@legalzoom.com</a>

- 5.2 To be effective, the notification must be a written communication that includes the following:
  - a) A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
  - c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
  - d) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

- e) A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

5.3 The Company may give notice of a claim of copyright infringement to Users by means of a general notice on the Site, electronic mail to a User's e-mail address in our records, or by written communication sent by first-class mail to a User's address in our records. the Company may, within its sole discretion, terminate authorization of Users to its Site who are repeat infringers.