

The following Terms of Service, which include the Privacy Policy is a legally binding contractual agreement between you (“User, “you,” “your”) and Traveling Music Lessons AZ, LLC (“TML,” “we,” “us”) (hereinafter collectively referred to as the “Terms of Service”). By using the services available as a part of the application (the “Application”), you agree to be legally bound by these Terms of Service. We reserve the right to revise these Terms of Service from time to time in our sole discretion by updating this contract. Unless otherwise provided in such revision, the revised terms will take effect when they are signed.

## 1. OVERVIEW AND DEFINITIONS

TML is an online marketplace that enables individuals (either adult students or parents of students) (“Students”) to search for and enter into agreements with providers of Music Lessons (“Music Teachers”) (Music Teachers, collectively with Students are considered “Registered Users”). The Application contains features that enable Music Teachers and Students to do, among other things, the following:

A. **Students:** Create accounts, search for Music Teachers, retain Music Teachers, communicate with Music Teachers, leave feedback for Music Teachers, and pay Music Teachers.

B. **Music Teachers:** Create profiles, advertise capabilities, obtain Student clients, obtain feedback from Students, and receive payment from Students.

C. Capitalized terms used in these Terms of Service have the following meanings:

“**Account**” means the account created by the Application upon registration.

“**Monthly Subscription Charges**” means, as applicable, the Teaching Fee and the Student Payment Processing Fee.

“**Services**” means, collectively, the TML Application and the TML Payment Service.

“**Application**” means the mobile application operated by TML.

## 2. REGISTRATION

A. **Eligibility.** To access our Services through our Application, you must be an individual of eighteen (18) years of age or older who can form legally binding contracts. To become a Registered User, you must accept all of the terms and conditions in these Terms of Service. By becoming a Registered User, you agree to: (1) abide by the Terms of Service and the processes, procedures, and guidelines described throughout the Application; (2) be financially responsible for your use of the Application and the purchase of Music Lessons; and (3) perform your obligations as specified by any Music Lessons Agreement that you accept, unless such obligations are prohibited by law or by the Terms of Service. TML reserves the right, in its sole discretion, to refuse, suspend, or terminate Services to anyone.

B. **Registration.** To become a Registered User and to access Services you must register for an Account. You agree to provide true, accurate and complete information as prompted by the registration form and

all forms you access on the Application, and to update this information to maintain its truthfulness, accuracy and completeness.

### 3. RELATIONSHIPS

#### A. Student and Music Teacher.

1. **Music Lessons Agreement.** The engagement, contracting and management of a Music Lesson are between a Student and a Music Teacher. Upon acceptance of a booking request, the Student agrees to purchase, and the Music Teacher agrees to deliver, the Music Lessons and related deliverables in accordance with these Terms of Service.. You agree not to enter into any contractual provisions in conflict with these Terms of Service. The Student is responsible for remitting subscription fees for Music Lessons in advance of the Music Lessons. The Music Teacher is responsible for the performance and quality of the services in accordance with the Music Lessons Agreement. Student and Music Teacher each covenants and agrees to act with good faith and fair dealing in performance of the Music Lessons.

2. **Independence.** Student and Music Teacher each acknowledges and agrees that their relationship is that of independent contractors. The Music Teacher shall perform services as an independent contractor and nothing in these Terms of Service shall be deemed to create a partnership, joint venture, agency, or employer-employee relationship between Music Teacher and Student or between TML and any Student or Music Teacher.

#### B. Registered Users and TML

1. **General.** TML is not a party to the dealing, contracting and fulfillment of any Music Lesson between a Student and a Music Teacher. TML has no control over and does not guarantee the quality, safety or legality of any services performed or deliverables created, advertised, the truth or accuracy of Music Lesson listings, the qualifications, background, or abilities of Registered Users, the ability of Music Teachers to perform services, the ability of Students to pay for services, or that an Student or Music Teacher can or will actually complete a Music Lesson. TML is not responsible for and will not control the manner in which a Teacher operates and is not involved in the hiring, firing, discipline or working conditions of the Teacher. All rights and obligations for the purchase and sale of services are solely between a Student and a Teacher. TML will not provide any Teacher with any materials or tools to complete any Music Lesson. Students and Music Teachers must look solely to the other for enforcement and performance of all the rights and obligations arising from Music Lessons Agreements and any other terms, conditions, representations, or warranties associated with such dealings.

2. **Agency.** These Terms of Service and any registration for or subsequent use of this Application by any user or Registered User will not be construed as creating or implying any relationship of agency, franchise, partnership or joint venture between you and TML, except and solely to the extent expressly stated.

3. **Taxes.** Registered Users are responsible for payment and reporting of any taxes. TML is not obligated to determine the applicability of any taxes or to remit, collect or report any such applicable taxes. You agree that you will abide by any and all applicable state and federal tax statutes, regulations and common law. In the event TML receives a notice of non-compliance with any such statute, regulation or

common law, including, without limitation, an Internal Revenue Service Levy, TML will deem such receipt a breach of this section and will suspend your Account until TML received an Internal Revenue Service Release.

#### 4. FEES

A. **Services Fees.** TML deducts one or more of the following fees, as applicable, from payments made by Students to Music Teachers:

1. **Teaching Fee.** TML charges all Music Teachers a Teaching Fee. The fee deducted from the total amount paid by a Student for a Music Lesson.

B. We reserve the right to change service fees, processing fees or any other fee that may be charged by TML at any time, at the sole discretion of TML and upon reasonable notice posted in advance on the Application. No refunds of fees already paid will be given.

#### 5. TML PAYMENT SERVICES

A. **TML Payment Service.** The TML Payment Service enables Students to make payments for services and from Music Teachers to be paid.

1. **Student Charges.** Unless canceled pursuant to TML's cancellation policies, Students will be charged in advance, on the twentieth day of each month, for Music Lessons on a monthly basis using the credit card on file with TML. Upon payment to TML by Student for services, TML will assume responsibility for the payment for such Teacher's services (less applicable Service Charge). You acknowledge that such funds will belong to TML immediately upon such funds being transferred to TML by you. Funds are non-refundable.

2. **Refunds/Cancellations.** Lessons are refundable if the online cancellation form found on TML's Website ([travelingmusiclessons.com](http://travelingmusiclessons.com)) has been filled out and submitted 24 hours prior to the cancellation of the lesson. Customers have 30 days to request a refund for lessons unrendered in the event of a teacher absence.

#### B. Funds Transfer to Music Teachers.

1. **General.** To receive funds due to you, you must request indicate your selection of the funds transfer methods available on the Application. Any such requests shall be subject to the conditions and restrictions contained on the Application and in these Terms of Service. Notwithstanding any other provision of these Terms of Service, if TML determines in its sole discretion that a Registered User has violated the conditions and restrictions of the Application or Terms of Service, TML has the right to refuse to process such request.

2. **Hold on Transfers.** TML reserves the right, in its sole discretion, to place a hold on requested transfers if TML suspects monies may be subject to chargeback, bank reversal, failure to clear or fraud. TML will release a hold as soon as practical.

### C. Legal Relationship.

1. TML acts as a payment provider by creating, hosting, maintaining, and providing the TML Payment Services to Music Teachers via the Application. TML does not have any control over the services paid for with the TML Payment Services. TML is not responsible in any way for the timeliness, accuracy, completion or workmanship of any work product produced by a Music Teacher as a result of an awarded Music Lesson. Nothing in these Terms of Service will be deemed to constitute TML as a Music Teacher's agent with respect to any service purchased and sold by Registered Users through the Application, or expand or modify any warranty, liability or indemnity stated in these Terms of Service.

2. By using the TML Payment Services, you expressly acknowledges that (a) TML is not acting as a trustee or a fiduciary of Students or Music Teachers and that the TML Payment Services are provided to Registered Users administratively; (b) TML is not a "financial institution" as defined under the Bank Secrecy Act (BSA) and the TML Billing and Payment Services are payment services rather than a banking services; (c) TML IS NOT A BANK AND ANY PAYMENTS TRANSFERRED THROUGH TML ARE NOT INSURED DEPOSITS AND ARE SUBJECT TO DEFAULT, LOSS OR FORFEITURE.

### D. Miscellaneous Payment Terms.

1. **Authorized Payments are Final.** The Music Teacher's use of the Services constitutes an agreement to pay for any amounts which you authorize us to retain from transactions and, as appropriate, charge to your credit card, bank account, Venmo or PayPal account. Such payments, once authorized, are final. When a Music Teacher has completed a session, (i) TML shall have no further liability to any party with respect to payment for such services, (ii) Student acknowledges that TML has provided a complete service in respect of the payment made by Student, as applicable and (iii) Student hereby releases TML from any and all liability with respect to such Payment.

2. **Fraudulent Transactions; Erroneous or Duplicate Transactions; Charge Backs.** TML reserves the right to seek reimbursement from you, and you will reimburse TML, if TML discovers a fraudulent transaction, erroneous or duplicate transaction, or if TML receives a charge back or reversal from any Student's credit card company, bank, Venmo or PayPal for any reason. You agree to and acknowledge TML's right to investigate any and all transactions for fraud. Further, you agree to cooperate with any reasonable requests made by TML in an effort to investigate fraud. You agree that TML has the right to obtain such reimbursement by charging your Account, deducting amounts from future transfers, charging your credit card or any bank account associated with your Account, or obtaining reimbursement from you by any other lawful means, including using a third party collection agency. Failure to pay for reimbursements of a charge back or a reversal of payment is cause for termination of your Account.

3. **Exclusivity and Non-Circumvention.** Students agree to use the TML Application to make all payments to Music Teachers, whether first-time, repeat, or follow-on. You also agree not to take any action directly or indirectly to circumvent the TML Application or any associated fees. As a Music Teacher, you agree to use TML Application to receive all payments from Students identified through the Application, whether first-time, repeat, or follow-on. Additionally, you agree not to circumvent the TML Application or any associated fees.

4. **Notification.** As a Student, you agree to notify TML immediately if your Music Teacher solicits payment from you outside the Application. As a Music Teacher, you agree to notify TML immediately if your Student seeks to pay you outside the Application. If you are aware of a breach of the foregoing prohibitions, or any potential circumvention of the TML Payment Services, please submit a confidential report to TML by phone at 602.753.7248 or contact us at [Info@travelingmusiclessons.com](mailto:Info@travelingmusiclessons.com).

5. **Agreement to Pay.** If, for any reason, TML does not receive payment for any amounts that you have authorized to be paid through your use of the TML Payment Services, you agree to pay such amount immediately upon demand by TML. You also agree to pay any interest charges, attorneys' fees and other costs of collection incurred by TML in collecting from you the authorized but unpaid amount. In such case, TML may, at its option, stop processing any further payments made by you and apply any amounts then held by TML on your behalf toward any deficiencies, losses or costs that we have incurred as a result of your use of the TML Payment Services. We may also make appropriate reports to credit reporting agencies, financial institutions, tax agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.

#### 6. TERM; TERMINATION AND SUSPENSION

A. These Terms of Service shall become effective as your contractual agreement upon your use of the Application, and shall continue until your Account is terminated by you or TML as provided for under the terms of this section.

B. Unless otherwise agreed to in writing between the parties, either party may terminate the contractual agreement represented by these Terms of Service at any time upon notice to the other party. In such event, your Account is automatically terminated and (1) TML shall continue to perform those services necessary to complete any open transaction between you and another Registered User; and (2) you shall continue to be obligated to pay any amounts accrued but unpaid as of the date of termination to TML for any service and to any Teacher for any services.

C. Any termination of an Account will automatically lead to the termination of all related profiles.

D. Without limiting our other remedies, we may issue a warning, or temporarily suspend, indefinitely suspend or terminate your Account or a Music Lesson, and refuse to provide any or all services to you if: (1) you breach the letter or spirit of any terms and conditions of these Terms of Service or the linked policies and information incorporated herein by reference, including our written policies and procedures posted on the Application; (2) we are unable to verify or authenticate any information you provide to us; or (3) we believe in our sole discretion that your actions may cause legal liability for you, our Registered Users or for TML or are contrary to the interests of the Application. Once indefinitely suspended or terminated, you must not continue to use the Application under the same Account, a different Account, or register under a new Account.

E. In addition, violations of these Terms of Service may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions.

F. Without limiting our other remedies, to the extent you engage in actions or activities which circumvent the Services or otherwise reduce fees owed TML under these Terms of Service, you must pay TML for all fees owed to TML and reimburse TML for all losses and costs and reasonable expenses (including attorney fees) related to investigating such breach and collecting such fees.

G. When your Account is terminated for any reason, you may no longer have access to data, messages, files and other material you keep on the Application. The material may be deleted along with all your previous posts and proposals.

H. Arbitration. In any dispute between a Student and a Teacher which cannot be resolved through negotiation, you expressly agree to and acknowledge that TML or a third party chosen by TML will arbitrate the dispute in accordance with these Terms of Service and the Application.

## 7. PRIVACY AND CONFIDENTIALITY.

Your use of the Application and the services provided therein and thereby is governed by the terms of these Terms of Service and the TML Privacy Policy. It is your responsibility to review the TML Privacy Policy, which is incorporated by reference.

## 8. REPRESENTATIONS, DISCLAIMERS, LIMITATIONS AND EXCLUSIONS

**A. Registered User Representations and Warranties.** All Registered Users represent, warrant, and agree:

1. to be fully responsible and liable for any action of any user who uses your Account.
2. not to use your Account, username, or password of another Registered User that you are not expressly authorized to use.
3. not to allow any third party who is not authorized to do so to use your Account at any time.
4. not to intercept or expropriate any system, data or personal information from the Application.
5. that it has the right and authority to enter into the Terms of Service and to transact business hereunder.
6. that they are using the Application solely for the purpose of entering into a bona fide business transaction with other Registered Users.

**B. Warranty Disclaimer.** THE SERVICES PROVIDED BY TML OR OUR THIRD-PARTY SERVICE PROVIDERS ARE PROVIDED "AS IS," AS AVAILABLE, AND WITHOUT ANY WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE). WE MAKE NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, IDENTITY OR RELIABILITY OF ANY THIRD PARTY, OR AS TO THE ACCURACY OF THE POSTINGS MADE ON THE APPLICATION BY ANY THIRD PARTY. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL THE FOREGOING

LIMITATIONS ON IMPLIED WARRANTIES, SO TO THAT EXTENT, IF ANY, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**C. Limitation of Liability.** IN NO EVENT SHALL WE OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE TO YOU OR ANY OTHER REGISTERED USER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES OR LOSS OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL OUR LIABILITY TO YOU FOR ANY ACTION OR CLAIM RELATED TO THE SERVICES PROVIDED UNDER THESE TERMS OF SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF: (A) \$100 OR (B) THE AGGREGATE AMOUNT OF MONIES ACTUALLY COLLECTED BY US FROM YOU FOR THE SERVICES TO WHICH THE LIABILITY RELATES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DETERMINATION OF SUCH LIABILITY. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL THE FOREGOING EXCLUSIONS AND LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO TO THAT EXTENT, IF ANY, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

**D. General Release.** If you have a dispute with another Registered User, you release TML (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

**E. State Specific Release.** YOU HEREBY WAIVE CALIFORNIA CIVIL CODE §1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

**F. Indemnity.** You agree to defend, hold harmless and indemnify TML from and against any and all losses, costs, expenses, damages or other liabilities incurred by TML from and against any cost, liability, loss, damage, cause of action, claim, suit, proceeding, demand or action brought by a third party against TML: (1) in connection with your use of the Services including any payment obligations incurred through use of the Services; or (2) resulting from: (a) your use of the Application (b) your decision to supply credit information via the Application, including personal financial information; (c) your decision to submit postings and accept offers from other Registered Users; (d) any breach of contract or other claims made by Registered Users with which you conducted business through the Application; (e) your breach of any provision of these Terms of Service; (f) any liability arising from the tax treatment of payments or any portion thereof; (g) any negligent or intentional wrongdoing by any Registered User; (h) any act or omission of yours with respect to the payment of fees to any Music Teacher; (i) your dispute of or failure to pay any Invoice or any other Payment; or (j) your obligations to a Teacher. Any such indemnification shall be conditioned on our: (i) notifying you in writing of any such claim, demand, action, cost, liability, loss or threat of any thereof; (ii) cooperating with you in the defense or settlement thereof; and (iii) allowing you to control such defense or settlement. We shall be entitled to participate

in such defense through our own counsel at our own cost and expense. We reserve the right to report any wrongdoing of which we become aware to the applicable government agencies or otherwise.

**G. Links.** The Application may contain links to third-party websites not under the control or operation of TML. When we provide links, we do so only as a convenience and do not endorse and are not responsible for the content of any linked site or any link contained in a linked site.

**H. Data.** You are responsible for creation, storage, and backup of your business records. These Terms of Service and any registration for or subsequent use of this Application will not be construed as creating any responsibility on TML's part to store, backup, retain, or grant access to any information or data for any period.

## 9. MISCELLANEOUS TERMS AND CONDITIONS

**A. Compliance with Law.** You are responsible for compliance with applicable U.S. state, U.S. federal and international laws, regulation and treaties, keeping in mind that access to the contents of this Application may not be legal for or by certain persons or in certain countries.

**B. Modification and Waiver.** TML will not be considered to have modified or waived any of our rights or remedies under these Terms of Service unless the modification or waiver is in writing and signed by an authorized representative of TML. No delay or omission by TML in exercising its rights or remedies will impair its rights or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy.

**C. Severability.** If any part of these Terms of Service is held to be unenforceable, the unenforceable part will be given effect to the greatest extent possible and the remainder will remain in full force and effect.

**D. Assignment or Transfer.** You will not transfer, assign or delegate your rights or obligations (including your Account) under these Terms of Service to anyone without the express written permission of TML, and any attempt to do so will be null and void. TML may assign these Terms of Service in its sole discretion.

**E. State Specific Legal Notice.** Pursuant to California Civil Code Section 1789.3 and California Business and Professions Code Section 17538, residents of California are hereby advised of the following: TML, located in Denver, Colorado, is the provider of the electronic commercial service on the Application. Registered Users are notified in advance regarding any applicable Monthly Subscription Charges. The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in California may be contacted in writing at 400 R. Street, Suite 3090, Sacramento, CA 95814 or by calling 1-800-952-5210. Upon your request, you may have this Agreement sent to you by email. Please feel free to contact TML to resolve a complaint regarding any aspect of service relating to the Application by writing to the above address, or contact us at [info@travelingmusiclessons.com](mailto:info@travelingmusiclessons.com).

**F. Force Majeure.** Except for the payment of fees to TML, neither of the parties to these Terms of Service shall be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and



regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such party shall be extended by the period of such delay.

G. **Notice.** All notices required or permitted to be given under these Terms of Service, shall be in writing and shall be deemed to have been duly given if sent by email.

**If to TML:**

Leah Halonen

travelingmusiclessons@gmail.com

H. **Headings and Labels.** The boldface paragraph headings in these Terms of Service are included for ease of reference only and have no binding effect.

I. **Integration.** These Terms of Service and all documents referenced in these Terms of Service comprise the entire agreement between you and TML with respect to the use of this Application and supersede all prior agreements between the parties regarding the subject matter contained herein as well as any conflicting or inconsistent terms in any Application that link to or are linked from the Application.

ACCEPTED AND AGREED:

If terms of service have been accepted on TML's Website.