



Terms of Service

The Terms of Service should be accessible through a "Terms of Service" link that should appear on all website pages. A user should also be required to acknowledge it (by clicking a check-box or clicking an "I accept" button) prior to submitting contact information on the sign-up page.

Terms of Service

THIS AGREEMENT DESCRIBES YOUR RIGHTS AND RESPONSIBILITIES. PLEASE READ IT CAREFULLY BEFORE USING THIS SITE OR USING BRAVO'S SERVICE.

Bravo Music Lessons, LLC ("we", "us", or "Bravo") provides the website known as BravoMusicLessons.com, as well as all services related to the website ("the Site"), subject to your compliance with the terms and conditions set forth in this agreement (the "Agreement" or "Terms of Service"). By using the Site, you agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, please do not use the Site.

This Agreement is made between Bravo and you, the user and/or member of the Site ("you"). We reserve the right at any time to change the terms and conditions of this Agreement or to change the Site. Please review this Agreement periodically to ensure familiarity with the most current version.

Site Access and Code of Conduct

As a condition of your use of the Site, you warrant to Bravo that you will not use the Site for any purpose that is unlawful or prohibited by these Terms of Service. You further warrant that (i) your use of the Site as permitted is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the Site without Bravo's prior written permission; and (iii) you will not alter or modify any part of the Site.

Bravo shall have the right, but not the obligation, to monitor the content of the Site to determine compliance with these Terms of Service and any operating rules established by Bravo and to satisfy any law, regulation or authorized government request

You further agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Site in a manner that sends more request messages to the Bravo servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Bravo grants the



operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Bravo reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Site, nor to use the communication systems provided by the Site for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Site with respect to anything posted on, or uploaded to, the Site.

You further agree that you will not post or transmit through the Site any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without Bravo's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct that in Bravo's absolute discretion restricts or inhibits any other user from using or enjoying the Site will not be permitted. You agree not to upload, post or otherwise make available on the Site any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission.

Third Parties

You understand that the Site may contain links to third party websites that are not owned or controlled by Bravo ("Third Party Sites"). You acknowledge that Bravo has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any Third Party Site. In addition, Bravo will not and cannot censor or edit the content of any Third Party Site. By using the Site, you expressly acknowledge and agree that at no time is Bravo making any representation or warranty regarding any Third Party Site, and you expressly relieve Bravo from any and all liability arising from your use of any Third Party Site. You further acknowledge that Bravo is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to Third Party Site. You further understand and acknowledge that by visiting Third Party Sites linked to the Bravo Site, you may be exposed to content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Bravo with respect thereto, and agree to indemnify and hold Bravo, its owners, operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Site. Bravo provides links to Third Party Sites as a convenience, and the inclusion of the link does not imply endorsement or approval of any aspect of the



Third Party Site. Accordingly, we encourage you to be aware when you leave the Site and to read the terms and conditions and privacy policy of each other website that you visit.

Ownership Intellectual Property Rights

The Site and the content thereon, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (“Content”) and the trademarks, service marks and logos contained therein (“Marks”), are owned by or licensed to Bravo, subject to copyright, trademark and other intellectual property rights under United States and foreign laws and international conventions. Content on the Site is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of Bravo. Bravo reserves all rights not expressly granted in and to the Site and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of Content obtained through the Site for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein, and you acknowledge that you do not acquire any ownership rights by downloading copyrighted material. You agree not to circumvent, disable or otherwise interfere with security related features of the Site or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Site or the Content therein.

Contacting Us/Submitting Information

By providing us your contact information, you are warranting that you are 18 years of age or older, or have parental or legal guardian permission to contact us. You agree to provide accurate, current and complete information about yourself as prompted by the contact form. You acknowledge that, if any information provided by you is untrue, inaccurate, not current, or incomplete, Bravo reserves the right to terminate this Agreement and your use of this Site or Bravo’s service.

You further agree that by submitting your contact information through the Site, you are consenting to the forwarding of that information to an instructor or instructors selected by Bravo in its sole discretion, for the purpose of having said instructor or instructors contact you directly. You agree that Bravo may not be held liable for any damages arising directly or indirectly out of the distribution of such contact information to an instructor or instructors.

Services and Payment

Should you take lessons from an instructor located or matched through the Site or Bravo’s service, you agree to pay for such lessons at the rates posted on the Site. Bravo will to provide an invoice at the end of each month, billing you for the music



lessons taken from an instructor during the month. Lessons will be billed as reported to Bravo by the instructor, at the rates set forth on the Site). Bravo shall have no obligation to independently verify the accuracy of an instructor's reports of lessons taken by you, and shall have no liability for inaccurate or fraudulent reporting by an instructor. You agree to pay the monthly invoice promptly upon receipt. Late payments will bear interest at the rate of 1.5% per month. If we need to collect for late payment, you are responsible for all fees we incur including, but not limited to, attorney fees, government charges, and taxes. To the fullest extent permitted by law, you waive all claims relating to the validity of the charges unless claimed within 30 days after the charge. Non-payment of an invoice shall constitute grounds for suspension or discontinuance of lessons. You agree not pay the instructor directly, and further agree not to hire or pay any instructor found through the Site or through Bravo's service, except through the Bravo payment system, for one year after your last payment to an instructor through the Bravo system. Nothing on the Site or contained in these Terms of Service requires Bravo to extend credit to any party.

No Warranty for Instructors/No Liability

You are advised and acknowledge that all instructors who may contact you or with whom you may take music lessons are independent contractors, and not employees of Bravo. Bravo does not warrant or guarantee the suitability of any instructor who may contact you or with whom you may take music lessons. Nor does Bravo warrant or guarantee the services provided by any instructor who may contact you or with whom you may take music lessons. It is up to the parties involved to choose and approve the instructor best suited for each customer.

You agree that under no circumstances is Bravo liable for any incidental, consequential, material, punitive, physical damage, bodily injury, emotional distress, discomfort, mental, or other damages of any nature whatsoever arising out of or in connection with the actions or inactions of any instructor. You are advised that we do not warrant or guarantee the services provided by any instructor and that it is your sole decision on which instructor you may choose to work with. You further understand that while we have obtained a criminal background check of the instructors at the time they became affiliated with us, we do not and cannot independently guarantee the accuracy of such a check, and that we do not and cannot guarantee that there has not been a material change in their status since the time of the initial check. This section shall survive termination of this Agreement.

You agree to indemnify, defend, and hold us, our officers, and our employees harmless from any and all claims damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from your activities in connection with the Site or any interactions between you and an instructor found through Bravo.



You agree to defend, indemnify and hold harmless Bravo, its parent entities, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) or other expenses that arise directly or indirectly out of or from: (i) your use of and access to the Site; (ii) your use of or Bravo's services; (iii) any interactions between you, children in your custody or control, or invitees present at your residence while Instructor is present on the one hand, and an instructor found through Bravo on the other hand; (iv) your violation of any term of these Terms of Service; (v) your violation of any third party right, including without limitation any copyright, property, or privacy right, and claims for defamation, trade disparagement and intellectual property infringement. This defense and indemnification obligation will survive these Terms of Service and your use of the Site or Bravo's services.

YOU SHOULD VERIFY ALL CLAIMS AND DO YOUR OWN RESEARCH BEFORE CHOOSING AN INSTRUCTOR LOCATED THROUGH BRAVO OR THE SITE.

Instructor Provisions

If you are an instructor or potential instructor, you agree that you will not directly or indirectly contact any students or potential students found using the Site, except through Bravo's services.

If you are an instructor or potential instructor, you further agree that by submitting your contact information through the Site, you are consenting to having Bravo contact you directly for the purpose of matching you with potential students. You agree that Bravo may not be held liable for any damages arising directly or indirectly out of the use of such contact information that you provide.

Claims of Copyright Infringement

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials on the Site infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the Site should be sent to us by emailing us at info@bravomusiclessons.com. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.



Site Warranty Disclaimer

YOU AGREE THAT THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT, IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, TITLE AND NON-INFRINGEMENT. YOU AGREE THAT YOUR USE OF THE SITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, BRAVO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF. BRAVO MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE; (VII) ACTS OF GOD; (VIII) THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE, OR ILLEGAL CONTENT OR CONDUCT OF ANY THIRD PARTY; AND/OR (IX) ANY INFRINGEMENT BY SITE USERS OF A THIRD PARTY'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. YOU SPECIFICALLY UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA. BRAVO DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND BRAVO WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A



PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Limitation of Liability

IN NO EVENT SHALL BRAVO, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF BRAVO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM ANY: (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE; (VII) ACTS OF GOD; (VIII) THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE, OR ILLEGAL CONTENT OR CONDUCT OF ANY THIRD PARTY; AND/OR (IX) ANY INFRINGEMENT BY YOU OF A THIRD PARTY'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Location and Applicability of Foreign Law

Unless otherwise specified, all Content, and services on this Site are presented solely for the use in the United States, its territories, possessions and protectorates. Bravo controls and operates this Site from its offices within the State of XYZ, all transactions conducted on the Site are conducted in the State of XYZ, and you agree that the Site shall be deemed solely based in XYZ. Bravo makes no representation that materials on this Site are appropriate or available for use in other locations. Those users who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Use of or access to this Site should not be construed as the purposeful availment of the benefits or privilege of doing business in any state or jurisdiction other than the State of XYZ by Bravo, and shall not provide a basis for the exercise of specific or general jurisdiction over Bravo by any state or jurisdiction other than the State of XYZ.



General

These Terms of Service shall be governed by the internal substantive laws of the State of XYZ, without respect to its conflict of laws principles. Any claim or dispute between you and Bravo that arises in whole or in part from the Site or services offered by Bravo shall be decided exclusively by a court of competent jurisdiction located in XYZ. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Bravo's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. Bravo reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Bravo Site following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. The section headings used herein are for convenience only and shall not be given any legal import. YOU AND BRAVO AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

