

## **Case Music Teacher Management Services Terms of Service**

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By using the Case Music Teacher Management Service, you are agreeing to be bound by the following terms and conditions ("Terms of Service").

Case Music Teacher Management Services reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.

### **Account Terms**

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1. You must provide your legal name, a valid email address, a valid mailing address, and any other information requested in order to complete the signup process. Private Music Teachers using Case Music Teacher Management Services must have a valid Paypal account.
2. Teachers are required to carry their own liability insurance policy, with Case Music Teacher Management Services listed on the policy as having a vested interest and an additional insured.
3. Case Music Teacher Management Services will bill your students monthly for lesson tuition. All payments must be collected via online bill payment. All student invoices are set up for online payment with Paypal or credit card.
4. Case Music Teacher Management Services collects 20% of all student tuition and any applicable sales tax required by law from all paid monthly student tuition. Teachers receive their share of student tuition payments the 20<sup>th</sup> of each month via a Paypal transfer.
5. Case Music Teacher Management Services is not liable for, nor does it intervene in, any disputes and resulting actions between independent private music teachers and their students and families.
6. Private Music Teachers do not pay money up front for Case Music Teacher Management Services. Private Music Teachers may terminate Services with 30 days notice.
7. Private music teachers using Case Music Teacher Management Services are neither employees nor independent contractors of Case School of Music and an endorsement of Case School of Music does not imply such a relationship.
8. Case Music Teacher Management Services does not provide legal services.
9. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

### **Payment and Refunds Terms**

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1. A valid credit card or Paypal account is required for paying accounts, both students and teachers.
2. The Service is billed on a monthly basis from paid student tuition and is non-refundable. There will be no refunds or credits for partial months of lessons for students and services for teachers. In order to treat everyone equally, no exceptions will be made.

3. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only South Dakota sales tax for South Dakota residents.

### **Modifications to the Service and Fees**

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1. Case Music Teacher Management Services reserves the right to modify Services with or without notice, and to suspend, or discontinue the Service at any time for any reason with notice.
2. Case Music Teacher Management Services reserves the right to change our monthly fees upon 30 days notice from us. Fee change notices will be emailed to all teachers using Services.

### **Cancellation and Termination**

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1. You alone are responsible for the proper cancellation of your account. You may cancel your account by emailing Case Music Teacher Management Services at [cmtmservices@yahoo.com](mailto:cmtmservices@yahoo.com) stating that you wish to discontinue Services.
2. All of your Content will be immediately deleted from the Service upon cancellation.
3. Case Music Teacher Management Services, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account, and the forfeiture and relinquishment of all Content in your Account. Case Music Teacher Management Services reserves the right to refuse service to anyone for any reason at any time.

### **Copyright and Content Ownership**

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1. Case Music Teacher Management Services owns the intellectual property rights to any and all protectable components of the Service, including but not limited to the name of the Service, artwork and end-user interface elements contained within the Service, many of the individual features, and the related documentation. You may not copy, modify, adapt, reproduce, distribute, reverse engineer, decompile, or disassemble any aspect of the Service which Case Music Teacher Management Services owns.
2. Case Music Teacher Management Services claims no intellectual property rights over the Content you provide to the Service. However, by using the Service to send Content, you agree that others may view and share your Content.

### **General Conditions**

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1. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
2. You agree not to resell, duplicate, reproduce or exploit any part of the Service without the express written permission of Case Music Teacher Management Services.

3. You understand that the Service can be used for transmission of your Content, and that during processing, your Content, including invoices, payment reminders, and personal messages, may be transferred unencrypted over the internet.
4. Case Music Teacher Management Services does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
5. Case Music Teacher Management Services, its affiliates and its sponsors are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, and punitive or other damages arising out of or relating in any way to your use of the Service. Your sole remedy for dissatisfaction with the Service is to stop using the Service.
6. If any provision of the Terms of Service is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.
7. The failure of Case Music Teacher Management Services to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Case Music Teacher Management Services and govern your use of the Service, superseding any prior agreements between you and Case Music Teacher Management Services (including, but not limited to, any prior versions of the Terms of Service).
8. Questions regarding the Terms of Service should be sent to [cmtmservices@yahoo.com](mailto:cmtmservices@yahoo.com).