

# CHOIRS4KIDS TERMS OF USE (ONLINE)

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Learning Siren Trust T/as Choirs4Kids provides a personalised subscription service that allows our members to access Online singing lessons and learning resources streamed or downloaded over the Internet to personal computers and other devices.

These Terms of Use govern your use of our service. As used in these Terms of Use, “Learning Siren Trust”, “Choirs4Kids”, “our service” or “the service” means the personalised service provided by Learning Siren Trust for listening to, watching and learning from Choirs4Kids, including all features and functionalities, recommendations and reviews, the website, and user interfaces, as well as all content and software associated with our service.

## Membership

1.1. Your Choirs4Kids membership will continue until terminated. To use the Choirs4Kids service you must have Internet access and a computer or mobile device with an up-to-date browser, and provide us with one or more Payment Methods. “Payment Method” means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through your account with a third party. Unless you cancel your membership before your billing date, you authorize us to charge the membership fee for the next billing cycle to your Payment Method (see “Cancellation” below).

1.2. We may offer a number of membership plans, including special promotional plans. Some membership plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you.

1.3. Your Choirs4Kids membership allows you access to four online sessions each month. These sessions are to be taken in the same month. They may be taken as four sessions in one week, four sessions over two weeks, or any combination of four in one calendar month. Catch up sessions are available, if space, in another online session of the same calendar month, and at our discretion. Catch up sessions are not carried over to subsequent months. Choirs4Kids hold the recordings of online sessions in the Members Portal for one month. These are available as catch up sessions if you miss and are not able to join another session that month.

1.4. Your Choirs4Kids membership grants you access to our online ‘Members Portal’. You are able to access online session recordings of your class whilst your subscription is valid.

## Trial Sessions

2.1. Your Choirs4Kids membership may start with a free trial. The free trial is intended to allow new members to try the service.

2.2. Free trial eligibility is determined by Choirs4Kids at its sole discretion and we may limit eligibility to prevent free trial abuse. We reserve the right to revoke the free trial. Members of households with an existing or recent Choirs4Kids membership are not eligible. We may use information such as device ID, method of payment or an account email address used with an existing or recent Choirs4Kids membership to determine eligibility. For combinations with other offers, restrictions may apply.

## Expectations in session

You, the parent or guardian, agree that by being part of these ONLINE sessions:

- your child must not use the 'chat feature' or room inappropriately
- Members of Choirs4Kids are expected to uphold a standard of conduct that prohibits disruptive or antisocial behaviour, such as the use of abusive language. This applies to interactions among members and between members and our organisation
- if students disrespect our 'room rules' they will be excluded from the room for a period of time
- your child has permission to use a computer / laptop / iPad / phone for this call
- your child has a clear, safe space to sing and dance along
- the family pets are safe
- your child is not eating or drinking during the lesson, this is a choking hazard and not something that would usually happen during an 'in-person' class.
- there are no cables or furniture that your child may trip on
- you give permission for them to talk to other Choirs4Kids singers and me online
- no part of our product may be recorded or shared with others
- your child must not visit other websites, or be on their phone/other devices during our lesson
- you will keep Zoom updated and check for updates monthly

I, Sue Ross, will be running these lessons with your child, and I agree that:

- I will be professional at all times
- I will inform you of anything to do with your child's health and well-being if they have concerns whilst we are online
- I will be my most positive self every time we meet
- I will record the online lesson for you to watch after class and this lesson will NOT be available to the public
- Yours and your child's data and images are only for the sole purpose of the online lesson
- We do not take responsibility for any damage to property in your home whilst participating in our lessons.
- We do not take responsibility for any injury whilst this lesson takes place online in your home

## Billing and Cancellation

3.1. Billing Cycle. The membership fee for the Choirs4Kids service will be charged to your Payment Method on the specific billing date indicated on your "Account" page. Your billing cycle will continue until you choose to cancel the service. In some cases, your payment date may change, for example if your Payment Method has not successfully settled or if your paid membership began on a day not contained in a given month. Visit our website and click on your "Account" page to see your next payment date.

3.2. Payment Methods. To use the Choirs4Kids service you must provide one Payment Method. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.

3.3. Updating your Payment Methods. You can update your Payment Methods by going to the "Account" page. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorise us to continue to charge the applicable Payment Method(s).

3.4. Cancellation. You can cancel your Choirs4Kids membership at any time, and you will continue to have access to the Choirs4Kids service through the end of your billing period. Payments are non-refundable and we do not provide refunds or credits for any partial – month membership periods or unwatched Choirs4Kids content. To cancel, go to the “Account” page and follow the instructions for cancellation. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, click “Billing details” on the “Account” page. You will not have access to any content to the Choirs4Kids site once your membership has ended.

3.5. Changes to the Price and Subscription Plans. We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply to subsequent billing cycles only following notice of the change(s) to you.

3.6. Discounts. We may discount your subscription plan at any time. You will continue to have access to the Choirs4Kids services as agreed however there may be certain limitations with your discounted plan. These include, but are not limited to;

- a) Referral discounts: for each family that you refer to us, who subscribe to one of our full priced programs, you will receive \$10 off your full priced subscription for the time that you both hold full membership. This may equate to the cost of your subscription, but holds no monetary value.
- b) Only one discount coupon may be used per family account. ie: discount for siblings and discounts for referrals will be calculated specifically to your situation and may not be applied depending on your current plan
- c) Subscription payments, and any discounts, take into account an ‘year-round’ costing. This means that if you cancel your subscription with us, your discounts may not be valid upon your return
- d) Home Education discounts are only valid for 2023
- e) TAWK – Traveling Australia With Kids discounts: valid ongoing at 10%
- f) Sibling discounts: valid whilst all children are part of the program and valid from your second month; 2 siblings 10%, 3 sibling 15%

### **Choirs4Kids Website**

4.1. The Choirs4Kids service and any content viewed through the service are for your personal and non-commercial use only and may not be shared with individuals beyond your household. During your Choirs4Kids membership we grant you a limited, non-exclusive, non-transferable right to access the Choirs4Kids service and view Choirs4Kids content. Except for the foregoing, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.

4.2. The Choirs4Kids service, including the content library, is regularly updated. In addition, we continually test various aspects of our service, including our website, user interfaces, promotional features and availability of Choirs4Kids content.

4.3. You agree not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) content and information contained on or obtained from or through the Choirs4Kids service. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Choirs4Kids service; use any robot, spider, scraper or other automated means to access the Choirs4Kids service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Choirs4Kids service; insert any code or product or manipulate the content of the Choirs4Kids service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Choirs4Kids service, including any software viruses or any

other computer code, files or programs. We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

4.4. The quality of the display of the Choirs4Kids content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. HD availability is subject to your Internet service and device capabilities. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. The time it takes to begin watching Choirs4Kids content will vary based on a number of factors, including your location, available bandwidth at the time, the content you have selected and the device you are using.

### **Passwords and Account Access**

5.1. The member who created the Choirs4Kids account and whose Payment Method is charged (the "Account Owner") has access and control over the Choirs4Kids account and is responsible for any activity that occurs through the Choirs4Kids account. To maintain control over the account and to prevent anyone from accessing the account the Account Owner should not reveal the password or details of the Payment Method associated with the account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. We can terminate your account or place your account on hold in order to protect you, Choirs4Kids or our partners from identity theft or other fraudulent activity.

### **Miscellaneous**

6.1. **Governing Law.** These Terms of Use shall be governed by and construed in accordance with the laws of Australia. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.

6.2. **Customer Support.** To find more information about our service and its features or if you need assistance with your account, please visit the Choirs4Kids contact page on our website.

6.3. **Liability.** We accept no liability for lost or damaged items in your home.

6.4. **Survival.** If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

6.5. **Changes to Terms of Use.** Choirs4Kids may, from time to time, change these Terms of Use. We will notify you at least 30 days before such changes apply to you.

6.6. **Electronic Communications.** We will send you information relating to your account (e.g., payment authorisations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration.

2nd January 2024

## CHOIRS4KIDS TERMS OF USE (IN-PERSON)

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Learning Siren Trust T/as Choirs4Kids provides a personalised service that allows our members to access In Person singing lessons and learning resources streamed or downloaded over the Internet to personal computers and other devices.

These Terms of Use govern your use of our service. As used in these Terms of Use, “Learning Siren Trust”, “Choirs4Kids”, “our service” or “the service” means the personalised service provided by Learning Siren Trust for listening to, watching and learning from Choirs4Kids, including all features and functionalities, recommendations and reviews, the website, and user interfaces, as well as all content and software associated with our service.

### Membership

1.1. Your Choirs4Kids membership is renewable each term/block of lessons. To use the Choirs4Kids service you must have Internet access and a computer or mobile device with an up-to-date browser, and provide us with one or more Payment Methods. “Payment Method” means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through your account with a third party. Unless you cancel your membership before your billing date, you authorize us to charge the membership fee for the next billing cycle to your Payment Method (see “Cancellation” below).

1.2. We may offer a number of membership plans, including special promotional plans. Some membership plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you.

1.3. Your Choirs4Kids membership includes one online session each week whilst you are a paid member of our in-person classes. This membership is valid for the same number of weeks as the in person program (eg: 8 week term of in person equates to 8 online sessions included). If you wish to continue through holiday periods, this is an additional payment. Whilst using our online program, please refer to the additional ‘Terms Of Use’ above.

### Trial Sessions

2.1. Your Choirs4Kids membership may occasionally start with a trial. The trial is intended to allow new members to try the service if there are doubts in attendance and suitability.

2.2. Trial eligibility is determined by Choirs4Kids at its sole discretion and we may limit eligibility to prevent trial abuse. We reserve the right to revoke the free trial. Members of households with an existing or recent Choirs4Kids membership are not eligible. We may use information such as device ID, method of payment or an account email address used with an existing or recent Choirs4Kids membership to determine eligibility. For combinations with other offers, restrictions may apply.

### Expectations in sessions

You, the parent or guardian, agree that by being part of these IN PERSON sessions:

- Full disclosure of medical conditions and/or behavioural concerns MUST be provided during enrolment, including trials. We can help your child to be their best version of themselves if we know the full picture. This information is completely confidential.
- Members of Choirs4Kids are expected to uphold a standard of conduct that prohibits disruptive or antisocial behaviour, such as the use of abusive language. This applies to interactions among members and between members and our organisation.

- Students may NOT attend if they are unwell. Singing with a sore throat is not cool. It may damage their vocal folds and of course we need to be mindful of all participants. In the event of illness, your child is encouraged to attend one of our many online sessions.
- It is expected that students are dropped off AND picked up from the room each week. No student is permitted to leave the room without a parent, or pre-arranged guardian.
- Parents/Guardians are welcome to join the class for the first week, however after that we ask that you wait outside the room as we find the students settle more quickly and maintain focus without distractions.
- Children do not bring any food to our classes. Water bottles are expected.
- Families *may be* invited to watch a class at the end of term to enjoy listening to what we have learnt.
- No part of our lessons or products may be recorded or shared with others.
- Personal devices (including but not limited to phones, ipods, tablets, bluetooth devices) are not welcomed in our lessons. If they need to have a phone with them for security, then it must stay in their bag or with the teacher and not used during the class.
- In the event of an emergency whilst your child is in our care, we will contact you as soon as we are able. If the situation calls for the need of medical professionals including Ambulance, then Choirs4Kids reserves the right to call and act upon this accordingly. Please note – you will be expected to cover any costs incurred as a result of this emergency, including ambulance charges.

I, Sue Ross, will be running these lessons with your child, and I agree that:

- I will be professional at all times
- I will inform you of anything to do with your child's health and well-being if we have concerns
- I will be my most positive self every time we meet
- We do not take responsibility for any damage to property whilst participating in our lessons
- Our liability is restricted to class time only and then only to gross negligence.

### **Billing and Cancellation**

3.1. Billing Cycle. The membership fee for the Choirs4Kids service will be charged to your Payment Method on the date of enrolment and payment by yourself. Visit our website and click on your "Account" page to see your next payment date.

3.2. Payment Methods. To use the Choirs4Kids service you must provide one Payment Method. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.

3.3. Updating your Payment Methods. You can update your Payment Methods by going to the "Account" page. We may also update your Payment Methods using information provided by the payment service providers.

3.4. Cancellation. You can cancel your Choirs4Kids membership at any time. Of course, we understand that young people change their minds about their activities. We offer a money back guarantee if, during your initial first 3 weeks, you are not happy with our service or classes. This refund will be of any unused amount for the term.

3.5. Changes to the Price. We may change our plans and the price of our service from time to time; however, any price changes will apply to subsequent billing cycles only following notice of the change(s) to you.

**Choirs4Kids Website**

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4.2. The Choirs4Kids service, including the content library, is regularly updated. In addition, we continually test various aspects of our service, including our website, user interfaces, promotional features and availability of Choirs4Kids content.

4.3. You agree not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) content and information contained on or obtained from or through the Choirs4Kids service. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Choirs4Kids service; use any robot, spider, scraper or other automated means to access the Choirs4Kids service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Choirs4Kids service; insert any code or product or manipulate the content of the Choirs4Kids service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Choirs4Kids service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

4.4. The quality of the display of the Choirs4Kids content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. HD availability is subject to your Internet service and device capabilities. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. The time it takes to begin watching Choirs4Kids content will vary based on a number of factors, including your location, available bandwidth at the time, the content you have selected and the device you are using.

**Passwords and Account Access**

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**Miscellaneous**

6.1. Governing Law. These Terms of Use shall be governed by and construed in accordance with the laws of Australia. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.

6.2. Customer Support. To find more information about our service and its features or if you need assistance with your account, please visit the Choirs4Kids contact page on our website.

6.3. Liability. We accept no liability for loss of damaged items in your home.

6.4. Survival. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

6.5. Changes to Terms of Use. Choirs4Kids may, from time to time, change these Terms of Use. We will notify you at least 30 days before such changes apply to you.

6.6. Electronic Communications. We will send you information relating to your account (e.g., payment authorisations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration.

2<sup>nd</sup> January 2024