

User Agreement

Effective February 13th, 2021

Cloud Music Suite LLC (“**Company**”) provides this User Agreement to outline the relationship between you and the site, www.cloudmusicsuite.com (“**Service**”), as well as you and other users of the Service. This agreement also outlines the role, relationship between and responsibilities of each user type on the Service.

TABLE OF CONTENTS

1. Entire Agreement
2. Cloud Music Suite Accounts
 - a. Registration
 - b. Account Profile
 - c. Account Types
 - d. Account Permissions
 - e. Usernames and Passwords
3. Purpose of Cloud Music Suite
4. Relationship Between Instructor and Client
5. Cloud Music Suite Fees
6. Warranty Disclaimer of Service
7. Limitation of Liability
8. Indemnification

1. Entire Agreement

This Agreement, together with all other aspects of the Terms of Service, namely, Privacy Policy, set forth the entire agreement between you as a client or instructor as it relates to any and all subject matter held or provided to or by Cloud Music Suite LLC. This Agreement cancels and effectively supersedes all prior communications, written or verbal agreements between you and the Company as they relate to the subject matter contained herein. You represent that you had ample time to review the Terms of Service prior to platform use and in the event of any ambiguity or question of intent, you will and Cloud Music Suite will be held harmless from any such event that arises from Terms of Service authorship and/or revision of such Agreement.

2. Cloud Music Suite Accounts

i. Registration: Users can register for an account on the Service (“**Account**”) by using or signing up for an account after the effective date of this Agreement and the other constituent parts of the User Agreement. In order to access and use the majority of the utility of the Service you must register for an account. Certain portions of the site are available to site visitors, such as the Blog, User Agreement information, Founder’s page, Investors page and more. Cloud

Music Suite reserves the right to decline the creation and registration of any account for any lawful purpose, or other reasonable monetary restriction reasons.

ii. *Account Profile:* Registration of an account on the Service will result in a public profile being created on your behalf on the Service. You have the right to restrict the Service to access many aspects of your personal information through the user settings page accessed through the dashboard after the registration of an account. The specific outlines of the use and privacy of your information can be found in the Privacy Policy.

iii. *Account Types:* There are two main account types with one having two subtypes. “**Instructor**” is an individual who is contracted by Cloud Music Suite LLC through an independent contractual relationship for the purposes of private music instruction initiated and performed through the Service. “**Client**” is an individual who engages with an Instructor for the purposes of receiving private music instruction. Clients may be a student or a parent of a student and the parent and student accounts may be linked or unlinked.

iv. *Account Permissions:* If you personally allow any individual or entity to access and navigate your account for any purpose for any amount of time you authorize that this third party is acting on your behalf on our Service and the account owner is responsible for any actions; be they unlawful or unauthorized as outline in the User Agreement, the account owner will be liable.

v. *Username and Passwords:* Account owners are responsible for maintaining and safeguarding their account accessing details; username (google email address) and password (google email address password) when using Google Authentication. If these details are lost for any reason, if the account was made using Google Authentication the user must correct this error with Google first before attempting to access their account.

3. Purpose of Cloud Music Suite

The Site and Service, together with the Company, seek to provide a world class private music instruction marketplace wherein consumers (“Clients”) and their guardians have direct access to private music instructors (“Instructors”) for the purpose of personalized, live private music instruction and all corresponding tools for the utility of increasing efficacy and efficiency of music instruction be it via video conferencing or face-to-face interaction setup and carried out through the Service. When the User signs up for a lesson, after agreeing to the Terms of Service including this User Agreement, the Client agrees to pay the agreed upon price set by the instructor or negotiated between the parties through the Service.

4. Relationship Between Instructor and Client

Instructor agrees to provide private music instruction and corresponding educational materials to the Client for an agreed upon hourly rate. Should a lesson or service be less or more than one hour the hourly rate will be prorated over the time allotted for the lesson or service per minute. Instructors can share music, example videos and any other educational materials through our feedback system, chat system or file hosting and sharing system. Materials that are not educational are not permitted to be transferred between Instructor and Client.

If any communication or sharing of materials between a Cloud Music Suite Instructor and a Client, initiated by the Instructor, is outside of these parameters and those set forth by law and the User Agreement, the Instructor shall be investigated and terminated immediately if the Company sees fit.

If the Client initiates communication or the sharing of materials that are outside of these parameters that puts the Instructor's safety, professionalism, or monetary gain at risk, the Client will be investigated and their account will be terminated (deleted) immediately if the Company sees fit.

5. Cloud Music Suite Fees

Cloud Music Suite LLC currently charges no fees for Clients to use the Service beside those agreed to be transferred for the purposes of the use of the platform in the engagement of private music instruction between the Client and the Instructor.

Cloud Music Suite LLC only initiates payment of any sort for the purchase of private music instruction services on the Site. No fee is collected for any regular use of the Service otherwise and there is no subscription fee to use the service. If you feel you are being charged for a Service other than the purchase of private music instruction or other qualified services illegally or outside of the scope of this Agreement, please contact the Company immediately at info@cloudmusicsuite.com outlining your concern and it will be addressed accordingly.

6. Warranty Disclaimer of Service

Cloud Music Suite LLC is not responsible for dissatisfaction of services provided by Instructors unless there has been a breach of the User Agreement, failure to appear for the specified date of the prior purchased service or a violation of law in which case a suit could be filed against an Instructor by a Client.

Cloud Music Suite LLC does not guarantee satisfactory performance of our Instructors nor do we guarantee results on behalf of the Client. Although instructors are carefully vetted, there is no guarantee that an Instructor will provide the Client with the exact experience they were expecting in any given interaction carried out on the Site. Cloud Music Suite LLC will not offer repayment for services provided that either did not lead to desired Client results or did not meet the expectations of the Client unless negligent, unauthorized or unlawful actions were taken. A

Client is effectively paying for the time, attention, focus and expertise of the Instructor and results are not guaranteed by the Company.

Should there be a neglect case in which the instructor is chronically late, chronically ill prepared or chronically underperforming as it relates to general punctuality and preparedness, these objective standards can be discussed and resolved in a three party interaction between the Company, the Instructor and the Client.

7. Limitation of Liability

Cloud Music Suite LLC is not liable for any actions be they fraudulent, unlawful, immoral, or otherwise deleterious carried out by an Instructor or a Client on the Site. The Service does not elicit such actions and does not promote such actions and therefore does not take any burden of the liability as it relates to such actions. The party who initiates and carries out above outlined actions will be wholly responsible and liable. Cloud Music Suite LLC will be involved in the dispute and resolution of such actions if they arise but will not assume any liability.

8. Indemnification of the Company

In the event of legal action such as a suit, the Company will represent itself as a third party Service provider and is to be indemnified (held harmless) or any losses be they monetary or otherwise. If a suit is brought against a Cloud Music Suite certified Instructor and the Instructor is found to be harmless we will subsidize the monetary losses of the Instructor as outlined in their indemnification agreement in the Independent Contract Agreement set forth to outline the relationship between the Instructor and the Company.

Should a suit be filed against an Instructor or a Client for an action of negligence,unlawfulness, or otherwise deleterious intent the individual or entity is to be wholly responsible and liable and is to indemnify the Company, Cloud Music Suite LLC.