

Instrux Music – Terms of Use

Effective Date: 10/1/2025

These Terms of Use (“Agreement”) are entered into by and between **Rivo, Inc. d/b/a Instrux Music** (“Instrux,” “we,” “our,” or “us”) and you, the user (“you” or “User”). By accessing or using our platform and services (collectively, the “Platform”), you agree to be bound by this Agreement.

1. License, Branding, and White-Label Use

Upon purchase of a subscription or acceptance of a custom quote, Instrux Music grants you a limited, revocable, non-exclusive, non-transferable license to access and use the Platform and related tools solely for your internal educational or business purposes.

Instrux Music supports white-labeled use of the Platform. This means that schools, studios, and instructors may use the Platform under their own branding and organization name, while the technology powering the service is owned and operated by Instrux Music. Any branding, communication, or instructional use under your name remains your sole responsibility. You agree not to misrepresent Instrux Music as the provider of instructional content or educational oversight.

By using the Platform in a white-labeled capacity, you acknowledge and agree that:

- You are the primary party responsible for all end-user communication, education services, and instructional content delivered under your brand
- Instrux Music is solely acting as a technology provider and has no role in your delivery of services to students, parents, or clients
- You may not sublicense, resell, or replicate Instrux Music’s software outside of your organization’s internal educational or business use unless explicitly authorized in writing
- All white-labeled usage must still comply with these Terms and all applicable laws, including those related to privacy, data protection, and online safety

Instrux Music reserves the right to revoke white-label access for any account found to be in violation of this Agreement or using the Platform in a manner inconsistent with its intended purpose.

2. User Accounts

You are responsible for maintaining the confidentiality of your login credentials. You agree to notify Instrux immediately of any unauthorized use. If you are under 18, your use of the Platform must be supervised by a parent or legal guardian. Children under 13 may only use the Platform with verified parental consent, per our **Children’s Privacy Policy**.

3. Privacy & Compliance with FERPA/COPPA

Instrux complies with the **Children’s Online Privacy Protection Act (COPPA)** and the **Family Educational Rights and Privacy Act (FERPA)**. For school users, Instrux may act as a “school official” under FERPA, with a legitimate educational interest. Our **FERPA Compliance Statement** and **Privacy Policy** describe how data is handled, retained, and deleted. Use of the Platform constitutes acceptance of these policies.

Instrux does not use student data for advertising or AI model training and does not share educational records with third parties without legal authorization or consent.

4. Subscription, Billing & Auto-Renewal

Instrux Music subscriptions are billed as a flat monthly base rate plus a per-instructor fee for studios with one (1) to eighteen (18) instructors, starting at \$49.95 per month. For programs with nineteen (19) to twenty-five (25) instructors, monthly subscription fees are capped at \$499. Programs with more than twenty-five (25) instructors are subject to custom pricing arrangements agreed upon in writing.

All standard platform features are included in the base subscription. Optional add-ons or one-time services — such as Discover listings, Unison, or instructor matchmaking — may be offered separately for additional fees.

Subscriptions renew automatically unless canceled before the renewal date. All fees are non-refundable unless otherwise required by law.

5. Acceptable Use

You agree to use the Platform in compliance with all applicable laws and regulations. You shall not:

- Use the Platform to post, share, or transmit unlawful content;
- Engage in any activity that could be construed as damaging or harmful to your students — especially children — whether or not the action is explicitly illegal;
- Upload viruses, malicious code, or use automated scripts;
- Infringe upon the intellectual property rights of others, including by uploading or sharing copyrighted materials (such as sheet music, audio files, or textbooks) without proper authorization. Any use of copyrighted materials must be limited to educational purposes under applicable law, or done with the express consent of the rights holder;
- Interfere with or disrupt another user’s experience on the Platform.

Instrux reserves the right to monitor activity and suspend or terminate accounts found in violation of these standards. Instrux may remove any content, including allegedly infringing or unlawful materials, at its sole discretion and without prior notice. You are solely responsible for

any content you upload and represent and warrant that you have all necessary rights to share such materials.

6. Ownership & Intellectual Property

All intellectual property associated with the Platform, including software, branding, and documentation, is owned by Instrux or its licensors. All rights not expressly granted to you are reserved.

You retain ownership of content you upload, but you represent and warrant you have the right to upload such content. By using the Platform, you grant Instrux a limited license to use, copy, host, and transmit your content solely to provide the service.

7. Third-Party Services

The Platform may include links or integrations with third-party services. Instrux is not responsible for those services or their compliance with applicable laws.

8. Data Retention, Recordings & Legal Requests

Instrux Music retains lesson recordings and related lesson data (including uploaded materials and notes) for a period of twelve (12) months from the date of the lesson. After this period, such data is automatically and permanently deleted from our servers.

If a user unsubscribes but does not delete their account, access to scheduling and hosting lessons will be disabled, but recordings and related lesson data will remain available for the standard twelve (12) month retention period. If a user permanently deletes their account, all associated data will be permanently erased from Instrux Music's servers within thirty (30) days.

It is the sole responsibility of users to download and retain any recordings or materials they wish to preserve beyond the retention period. Instrux Music does not guarantee recovery of deleted or lost content.

9. Data Processing & Privacy Compliance

Instrux Music processes personal information, including student data, solely to provide and improve the Platform in accordance with applicable laws, including the Family Educational Rights and Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA). For school and organizational users, Instrux may act as a "school official" under FERPA with a legitimate educational interest, processing data only as instructed by the school or organization.

All data processing activities are governed by our Privacy Policy, Children's Educational Privacy Policy, and, where applicable, our Data Processing Agreement (DPA). By using the Platform, you agree to the terms of these policies and acknowledge that:

1. Instrux does not sell personal information or use educational data for advertising.
2. We only share personal information with third-party service providers necessary to operate the Platform, and such providers are bound by contractual privacy and security obligations.
3. Schools, organizations, and instructors are responsible for obtaining and maintaining any necessary parental or guardian consents for students under 13 before allowing access to the Platform.
4. For students under 13, all invites must be sent to the parent or guardian, who must complete account creation.

A full description of our data processing practices, including retention, security measures, and data subject rights, can be found in our Privacy Policy and DPA.

10. Instructor Matchmaking Services (Schools & Organizations)

Instrux Music may offer optional matchmaking services to connect independent instructors with schools, districts, or organizations seeking music educators. This service is intended to help bridge the gap between music instruction and educational institutions, aligning with our mission as a B Corporation to support small music businesses and improve access to music education.

Participation in matchmaking is voluntary. Instructors who wish to be considered must opt in and provide the following, where applicable:

- Valid teaching certifications or licenses
- A current background check (typically issued within the past 12 months)
- Any other documentation required by the school or governing educational body

Instrux Music does **not** employ, subcontract, or act as an agent for any instructor during or after the matchmaking process. All engagements between schools and instructors are independent of Instrux Music, and we make **no guarantees** of job placement, hiring, or availability of qualified candidates.

If a successful match is made and both the instructor and school proceed with onboarding through the Instrux platform, a one-time **matchmaking and onboarding service fee** may be charged. This fee covers technical onboarding, basic support, and communication tools necessary to facilitate virtual instruction via the platform.

By participating in the matchmaking service, you acknowledge that:

- All hiring decisions are made solely between the instructor and the school or organization
- Instrux Music's role is limited to providing technology infrastructure and optional facilitation services
- Instrux is not liable for performance, conduct, background validity, or contractual obligations of either party

- Any data or documentation provided for the purposes of matchmaking will be processed in accordance with our Privacy Policy and applicable laws (FERPA, COPPA, etc.)

Instrux Music reserves the right to accept, reject, or terminate participation in the matchmaking program at its sole discretion.

11. Instructor Relationships & Off-Platform Payments

Instrux Music is a technology platform that enables educational communication and collaboration between instructors, students, and organizations. We do not hire, subcontract, or manage instructors on behalf of schools, organizations, or students.

All instruction, content delivery, and related educational services provided through the Platform are the sole responsibility of the participating instructors and their respective organizations or students. Instrux Music does not supervise, evaluate, or guarantee the qualifications, certifications, teaching ability, conduct, or outcomes of any instructor using the Platform. Use of the Platform to connect with an instructor is entirely at your own discretion and risk.

Unless explicitly stated otherwise in a written agreement with Instrux, **all payments for lessons, services, or engagements between instructors and students or schools are conducted off-platform and are not processed by Instrux Music.** As such, Instrux is not responsible for:

- Payment disputes,
- Refund requests,
- Session cancellations,
- Failure to deliver services, or
- Any other financial or contractual issue between instructors and their clients.

By using the Platform, you acknowledge and agree that Instrux Music has no liability for any financial transaction, dispute, or service outcome between you and any third-party instructor or organization.

Users are solely responsible for complying with all applicable tax, labor, and employment laws related to payments made off-platform. Instrux disclaims all responsibility for payment, employment, or contractor relationships between instructors, students, and organizations.

12. Disclaimers

The Platform is provided “**AS IS**” and “**AS AVAILABLE.**” Instrux makes no warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not guarantee uptime, uninterrupted access, or error-free performance.

13. Limitation of Liability

To the maximum extent permitted by law, Instrux's liability to you shall not exceed the total amount paid by you to Instrux in the 12 months preceding the claim. Instrux shall not be liable for indirect, incidental, special, or consequential damages.

14. Indemnification

You agree to indemnify and hold harmless Instrux, its affiliates, and employees from any claims arising from your use of the Platform, your content, or your violation of these Terms.

15. Force Majeure

Instrux shall not be held liable for delays or failures caused by events beyond our reasonable control, including natural disasters, internet outages, strikes, acts of war, or changes in law.

16. Dispute Resolution & Governing Law

This Agreement shall be governed by the laws of the State of Indiana, without regard to conflict of law principles. Any disputes shall be resolved through binding arbitration in Indianapolis, Indiana, under the rules of the American Arbitration Association. You waive any right to participate in class actions.

17. Termination

Instrux may suspend or terminate your access at any time, with or without notice, for any violation of this Agreement. Upon termination, your license is revoked and your access is disabled. Instrux is not liable for any damages or losses resulting from suspension or termination.

18. Modifications

Instrux may update these Terms from time to time. The updated version will be posted on our website with a revised effective date. Your continued use of the Platform after changes take effect constitutes acceptance of the updated Terms.