



AEYONS PTY LTD ABN 59 619 430 910

TERMS OF SERVICE

INTRODUCTION

The Company provides the “Aeyons” online platform for live music streaming tuition and education. Use of Aeyons is subject to these Terms of Service.

KEY DEFINITIONS

The following definitions are used regularly throughout these Terms of Service. The full list of definitions is provided at the end of this Terms of Service document. ([Full List](#))

- **Child** means anyone under 18 years of age unless, under the law applicable to the child, the age at which a person is legally a full adult is attained earlier.
- **Customer** means a registered Customer of Aeyons that uses the features associated with a Customer Account and is responsible for making a Booking and paying the Fees.

A Customer must not be a Child.

Where the Customer is not the same person as the Student, the Customer is responsible for each Student for whom they make a Booking.

- **Listing** means a Tutor’s profile or listing page, offering Bookings within Aeyons.
- **Student** means the person that takes part in, or attends a Session, and may refer to a Child or dependent of the Customer.
- **Tutor** means a party that is registered with Aeyons to make Listings and perform Sessions.
- **User** means any user of Aeyons, including Tutors, Customers, and Students.
- **Session** means an online lesson provided by a Tutor for the Student via Aeyons
- **Session Requirements** means the basic equipment requirements to successfully participate in a Session, including:
 - a. Working electronic device (mobile device, laptop, desktop or tablet) that is able to connect to the internet; Make sure they are fully charged for the start of your lesson or alternatively connected to a power source
 - b. Ongoing access to a reliable steady internet connection;
 - c. Working microphone (which may already be built into your device); and
 - d. Working webcam or camera. (which may already be built into your device)

1 USING AeyONS

1.1 General

- (a) The User must have set up their Account and log into Aeyons to make a Booking.
- (b) The User agrees that all use of Aeyons is subject to these Terms of Service.
- (c) A person who is a Child must not use Aeyons without their parent or legal guardian's consent.
- (d) The User shall be responsible for any person they authorise access under their Account (including and especially a Student who is a Child).
- (e) The Company may suspend the Account or restrict the access of any User that breaches the terms of these Terms of Service.

1.2 Features

- (a) Aeyons may allow a Customer to:
 - i Browse, filter and search Listings;
 - ii Search availability and make Bookings;
 - iii Pay the Session Fee;
 - iv Participate in Sessions;
 - v Receive notifications;
 - vi Search and view Videos on Demand; and
 - vii Such other features the Company may make available from time-to-time.
- (b) Aeyons may allow a Tutor to:
 - i Create and manage their Listing;
 - ii Set and manage availability for Bookings;
 - iii Perform Sessions;
 - iv Receive notifications;
 - v Set and manage Videos on Demand; and
 - vi Such other features the Company may make available from time-to-time.

1.3 Listings

- (a) A Tutor shall be able to create a Listing via Aeyons.
- (b) The Tutor is responsible for ensuring the accuracy of all information described in a Listing.
- (c) The Company makes no representation as to the accuracy of any information contained in a Listing.
- (d) The Company may decline to publish or promote any Listing in its absolute discretion.

1.4 Bookings

- (a) Aeyons may allow:
 - i The Tutor to advertise Listings and accept Bookings; and
 - ii The Customer to confirm a Booking by paying the Session Fee.
- (b) Where the Customer is not the same person as the Student, the Customer is responsible for each Student for whom they make a Booking.
- (c) A Booking for a Session is not confirmed until the Customer completes payment of the Session Fee via Aeyons.
- (d) Once the Customer has made payment for a Booking, the Company may request any additional Information, as may be necessary for the Tutor to complete the Booking (such as preferred name for Students). Such Information shall be provided to the Tutor.
- (e) The Customer is solely responsible for determining the appropriateness and suitability of any Tutor prior to making a Booking.
- (f) For clarity, the Customer cannot be refunded the Session Fee or otherwise be reimbursed for any Session because the Customer or Student does not like or approve of the particular Tutor. If that's the case, the Customer should simply not make a Booking with this same Tutor in the future.

1.5 Sessions

- (a) The User must attend the online environment where the Session is to occur on time and ready to begin at the scheduled start time and must notify the Tutor as soon as possible if they are going to be late.
- (b) Only the agreed number of Students shall be present at any given Session. For clarity, only one Student should be participating in a 1 on 1 type Session unless expressly agreed by the Tutor.
- (c) The User must ensure that the Session Requirements are met for each Session.
- (d) The User must adhere to the Session Guidelines for the duration of the Session.

1.6 Recordings

- (a) Except in China or other jurisdiction where the Company is required by law to record a Session, recording of a Session can only be undertaken at the request and approval of all Users participating in that Session. An archived recording will only be available after the Session to be streamed by the Users who were involved in that Session. It will not be downloadable and must not be copied and can only be shared with third parties with the prior approval of all the Users that participated in that Session.
- (b) Where a User is a Child in the location where they reside, then the parent or legal guardian of that User must provide consent for the purposes of recordings of a Session as per paragraph (a) above.

1.7 Conduct

The Customer acknowledges and recognises that:

- (a) The Company accepts no responsibility for the conduct of any Tutor on Aeyons;
- (b) The Company accepts no responsibility for any interaction between Users, whether that interaction occurs via Aeyons or not;
- (c) The Company makes no warranty or representation as to the accuracy of any information provided by any Customer; and
- (d) The Company makes no warranty as to the character or credentials of any Tutor.

1.8 Rescheduling

- (a) In order to reschedule a Session, the Customer must notify the Company and/or the Tutor no less than 24 hours prior to the scheduled state time of the Session.
- (b) If less than 24 hours' notice is provided to reschedule a Session, then the Tutor reserves the right to request that the Customer pay the Session Fee again to make a new Booking.
- (c) The rescheduled times offered by the Customer must be as soon as practicable after the time of the original Session, and within 7 days where possible. If the Tutor is not available to reschedule the Session within 30 days, then the Customer will be eligible to receive a full refund of the relevant Session Fee.
- (d) The Company accepts no responsibility or liability for any Session that does not proceed by no fault of the Company.
- (e) For clarity, the Customer may only reschedule and not cancel a Session.

2 FEES, PAYMENTS AND REFUNDS

2.1 Fees

- (a) The Customer must pay the Session Fees to make a Booking.
- (b) All payments shall be made via the Payment Gateway within Aeyons, or in such other manner as the Company may direct or agreed between the parties from time-to-time.

2.2 Currency

All Fees are in US Dollars, except for Customers in China where Fees will be in Chinese Yuan.

2.3 GST

For Customers in Australia, GST is applicable to any Fees charged by the Company to the Customer. Unless expressed otherwise, all Fees shall be deemed inclusive of GST. The Company will provide the Customer with a Tax Invoice for any payments.

2.4 Refunds

- (a) The Customer shall only be entitled to refunds where:
 - i The Tutor does not attend the Session (or is unreasonably late and the Session does not proceed as a result); and/or
 - ii The Session is not rescheduled.
- (b) No other refunds are provided except where required under law.
- (c) For clarity, the Customer must ensure it has a suitably stable and reliable internet connection to allow for video streaming, as no refunds are offered because the Customer or Student cannot participate in the Session due to internet or technical challenges at their end.

3 PERSONAL INFORMATION

3.1 The Customer acknowledges and accepts:

- (a) The Company may share the Information provided by the Customer with the Tutor as part of making a Booking;
- (b) All information input into Aeyons about an Individual is provided with that Individual's consent, or the parent or legal guardian's consent if the Individual is a Child; and
- (c) The Customer must ensure that all Personal Information they enter into Aeyons is true and accurate and agrees to update that information in order to ensure that it is current.

3.2 The Tutor acknowledges and accepts:

- (a) The Tutor is solely responsible for ensuring that their use of Aeyons and storage of Information provided by the Company is compliant with all relevant laws and/or any agreement with each Individual, or the parent or legal guardian of the Individual;
- (b) They shall not disclose any Information about an Individual to any other person or party other than as authorised by the Individual, or the parent or legal guardian of the Individual; and
- (c) They shall ensure all Information they have access to through their use of Aeyons is kept and used in accordance with applicable privacy laws in the Tutor's jurisdiction.

4 GENERAL CONDITIONS

4.1 Licence

- (a) By accepting the terms and conditions of these Terms of Service, the User is granted a limited, non-exclusive and revocable licence to access and use Aeyons for the duration of these Terms of Service, in accordance with the terms and conditions of these Terms of Service.
- (b) The Company may revoke or suspend the User's licence(s) in its absolute discretion for any reason that it sees fit, including for breach of the terms and conditions in these Terms of Service by the User.

4.2 Modification of Terms

- (a) The terms of these Terms of Service may be updated by the Company from time-to-time.
- (b) Where the Company modifies the terms, it will provide the User with written notice, and the User will be required to accept the modified terms in order to continue using Aeyons.

4.3 Support

- (a) The Company provides User support for Aeyons via the email address info@aeyons.com.
- (b) The Company shall endeavour to respond to all support requests within 3 days.

4.4 Hosting & Improvements

- (a) The User agrees and accepts that Aeyons is:
 - i Managed by the Company and shall only be installed, accessed and maintained by the Company, accessed using the internet or other connection to the Company servers and is not available 'locally' from the User's systems; and
 - ii Managed and supported exclusively by the Company from servers leased from third parties and that no 'back-end' access to Aeyons is available to the User unless expressly agreed in writing.
- (b) As a hosted and managed service, the Company reserves the right to upgrade, maintain, tune, backup, amend, add or remove features, redesign, improve or otherwise alter Aeyons.

4.5 Third Party Dependencies

The User agrees and acknowledges that Aeyons has third party dependencies which may affect its availability, including (without limitation) internet service providers and hosting services, and that the Company has no means of controlling the availability of such dependencies and shall not be liable for any interruptions to such.

4.6 Use & Availability

- (a) The User agrees that they shall only use Aeyons for legal purposes and shall not use it to engage in any conduct that is unlawful, immoral, threatening, abusive or in a way that is deemed unreasonable by the Company in its discretion.
- (b) The User is solely responsible for the security of their username and password for access to Aeyons. The User shall notify the Company as soon as they become aware of any unauthorised access of their Aeyons account.
- (c) The User agrees that the Company shall provide access to Aeyons to the best of its abilities, however:
 - i Access to Aeyons may be prevented by issues outside of its control; and
 - ii It accepts no responsibility for ongoing access to Aeyons.

4.7 Privacy

- (a) The Company maintains the Privacy Policy in compliance with the provisions of the Privacy Act for data that it collects about the User and other Tutors. The Privacy Policy is displayed on the Site.
- (b) The Privacy Policy does not apply to how the Tutor handles personal information. If necessary, under the Privacy Act, it is the Tutor's responsibility to meet the obligations of the Privacy Act by implementing a privacy policy in accordance with law.
- (c) Aeyons may use cookies (a small electronic tracking code) to improve a User's experience while browsing, while also sending browsing information back to the Company. The User may manage how they handle cookies in their own browser settings.

4.8 Intellectual Property

- (a) **Trade marks.** The Company has moral & registered rights in its trade marks and the User shall not copy, alter, use or otherwise deal in the marks without the prior written consent of the Company.
- (b) **Proprietary Information.** The Company may use software and other proprietary systems and Intellectual Property for which the Company has appropriate authority to use, and the User agrees that such is protected by copyright, trademarks, patents, proprietary rights and other laws, both domestically and internationally. The User warrants that they shall not infringe on any third-party rights through the use of Aeyons.
- (c) **Aeyons Platform.** The User agrees and accepts that Aeyons is the Intellectual Property of the Company and the User further warrants that by using Aeyons the User will not:
 - i Copy Aeyons or the services that it provides for the User's own commercial purposes; and
 - ii Directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in Aeyons or any documentation associated with it.

- (d) **Content.** All content submitted to the Company, whether via Aeyons or directly by other means, and any recordings of a Session, becomes and remains the Intellectual Property of the Company, including (without limitation) any source code, analytics, insights, ideas, enhancements, feature requests, suggestions or other information provided by the User or any other party with respect to Aeyons.

4.9 Liability & Indemnity

- (a) The User agrees that they use Aeyons at their own risk.
- (b) The User agrees to indemnify the Company for any loss, damage, cost or expense that the Company may suffer or incur as a result of or in connection with any breach by the User of these Terms of Service.
- (c) In no circumstances will the Company be liable for any direct, incidental, consequential or indirect damages, damage to property, injury, illness, loss of property, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from the User's access to, or use of, or inability to use Aeyons, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not the Company knew or should have known of the possibility of such damage, injury, illness or business interruption of any type, whether in tort, contract or otherwise.
- (d) Certain rights and remedies may be available under the *Competition and Consumer Act 2010* (Cth) or similar legislation of other States or Territories and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, the Company and the Company's related entities exclude all conditions and warranties that may be implied by law. To the extent permitted by law, the Company's liability for breach of any implied warranty or condition that cannot be excluded is restricted, at the Company's option to:
 - i The re-supply of services or payment of the cost of re-supply of services;
or
 - ii The replacement or repair of goods or payment of the cost of replacement or repair.

4.10 Termination

- (a) Either party may terminate these Terms of Service at any time by giving the other party written notice.
- (b) Termination of these Terms of Service is without prejudice to and does not affect the accrued rights or remedies of any of the parties arising in any way out of these Terms of Service up to the date of expiry or termination.

4.11 Dispute Resolution

- (a) If any dispute arises between the parties in connection with these Terms of Service (**Dispute**), then either party may notify the other of the Dispute with a notice (**Dispute Notice**) which:
 - i Includes or is accompanied by full and detailed particulars of the Dispute; and
 - ii Is delivered within 14 days of the circumstances giving rise to the Dispute first occurring.
- (b) Within 14 days after a Dispute Notice is given, a representative (with the authority to resolve the dispute) parties must meet (virtually or otherwise) and seek to resolve the Dispute.
- (c) Subject to clause (d), a party must not bring court proceedings in respect of any Dispute unless it first complies with the requirements of the dispute resolution mechanism outlined in this clause.
- (d) Nothing in this clause prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.
- (e) Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this document and any related agreements.

4.12 Electronic Communication & Notices

- (a) The parties agree to be bound by these Terms of Service where the terms of these Terms of Service are accepted by the User electronically.
- (b) The User can direct notices, enquiries, complaints and so forth to the Company as set out in these Terms of Service. The Company will notify the User on Aeyons of a change of details from time-to-time.
- (c) The Company will send the User notices and other correspondence to the details that the User submits to the Company, or that the User notifies the Company of from time-to-time. It is the User's responsibility to update its contact details as they change.
- (d) A consent, notice or communication under these Terms of Service is effective if it is sent as an electronic communication unless required to be physically delivered under law.
- (e) Notices must be sent to the parties' most recent known contact details.

4.13 General

- (a) **Special Conditions.** The parties may agree to any Special Conditions to these Terms of Service in writing.
- (b) **Assignment.**
 - i The User may not assign or otherwise create an interest in these Terms of Service.
 - ii The Company may assign or otherwise create an interest in its rights under these Terms of Service by giving written notice to the User.
- (c) **Prevalence.** To the extent these Terms of Service is in conflict with, or inconsistent with any Special Conditions made under these Terms of Service, the terms of those Special Conditions shall prevail.
- (d) **Disclaimer.** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in these Terms of Service.
- (e) **Relationship.** The relationship of the parties to these Terms of Service does not form a joint venture or partnership.
- (f) **Waiver.** No clause of these Terms of Service will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- (g) **Further Assurances.** Each party must do anything necessary (including executing agreements and documents) to give full effect to these Terms of Service and the transaction facilitated by it.
- (h) **Governing Law.** These Terms of Service is governed by the laws of Victoria, Australia. Each of the parties hereby submits to the exclusive jurisdiction of courts with jurisdiction there.
- (i) **Severability.** Any clause of these Terms of Service, which is invalid or unenforceable, is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of these Terms of Service.

DEFINITIONS

The following terms are used regularly throughout these Terms of Service and have a particular meaning:

- (j) **ABN** means Australian Business Number.
- (k) **Account** means a registered account with Aeyons.
- (l) **Aeyons** means the “Aeyons” digital music tuition and education platform accessible at the Site and/or Mobile Application Marketplace.
- (m) **Booking** means a booking for a Session made via Aeyons.
- (n) **Child** means anyone under 18 years of age unless, under the law applicable to the child, the age at which a person is legally a full adult is attained earlier.
- (o) **Company** means Aeyons Pty Ltd ABN 59 619 430 910.
- (p) **Corporations Act** means the *Corporations Act 2001* (Cth).
- (q) **Customer** means a registered Customer of Aeyons that uses the features associated with a Customer Account and is responsible for paying the Fees.

- (r) **Fee** means a fee charged by the Company for use of Aeyons (including for a Booking).
- (s) **GST** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (t) **Intellectual Property** means all copyright, patents, inventions, trade secrets, know-how, product formulations, designs, circuit layouts, databases, registered or unregistered trademarks, brand names, business names, domain names and other forms of intellectual property.
- (u) **Individual** means a person with information about them in Aeyons, and generally refers to a Customer or Student (or the parent or legal guardian of a Student where implied by context).
- (v) **Listing** means a Tutor's profile or listing page, offering Bookings within Aeyons.
- (w) **Mobile Application Marketplace** means an online marketplace for access to the Platform and other applications for mobile devices, such as the App Store.
- (x) **Payment Gateway** means Stripe or such other payment system the Company may adopt within Aeyons from time-to-time.
- (y) **Personal Information** has the same meaning as in the Privacy Act.
- (z) **Privacy Act** means the *Privacy Act 1988* (Cth).
- (aa) **Privacy Policy** means the Company's privacy policy as updated from time-to-time, published on the Site.
- (bb) **Session** means an online lesson provided by a Tutor for the Student via Aeyons.
- (cc) **Session Fee** means a Fee to make a Booking payable by the Customer.
- (dd) **Session Guidelines** means the Company's policies and guidelines for participation in a Session as updated and notified to the User from time-to-time.
- (ee) **Session Requirements** means the basic requirements to successfully participate in a Session, including:
 - i Working electronic device that is able to connect to the internet;
 - ii Ongoing access to steady internet connection;
 - iii Working microphone; and
 - iv Working webcam or camera.
- (ff) **Site** means <https://www.aeyons.com/> and any other URL where the Company makes Aeyons available from time-to-time.
- (gg) **Stripe** means the cloud payments platform accessible at <https://www.stripe.com/>.
- (hh) **Student** means the person that takes part in, or attends a Session, and may refer to a Child or dependent of the Customer.
- (ii) **Tax Invoice** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (jj) **Tutor** means a party that is registered with Aeyons to make Listings and perform Sessions.
- (kk) **Terms of Service** means the terms and conditions of using Aeyons as updated from time-to-time, published on the Site.
- (ll) **User** means any user of Aeyons, including Customers, Tutors and Students.
- (mm) **Video on Demand** means video content that is available for streaming on demand via Aeyons.

SESSION GUIDELINES

USERS of Aeyons include tutors, parents/guardians and students. Users are required to comply with the following guidelines:

PARENTS/GUARDIANS

For a person who is a Child in the country where they are located, no sessions can be taught without appropriate adult supervision or approval. Where this is the case the parent/legal guardian is expected to:

- Liaise with the music Tutor and the Student (where appropriate) to organise suitable lesson times and advise of any absences or issues
- Preferably, be present or have another adult present to provide appropriate supervision for the duration of the live online lesson
- Ensure no lessons with Students who is a Child are recorded without approval by the Parent/Guardian
- Discuss with your child's Tutor any concerns you have.
- Ensure that your child adheres to the following Session Guidelines

TUTORS AND STUDENTS

- Set up your learning space with appropriate devices and all required material ten minutes before your lesson
- Arrive on time for class
- Ensure that sessions can be completed without interruption.
- Prepare a suitable learning space with all of the required equipment
- Lessons should take place in an appropriate room for online teaching and playing of a music instrument.
- Be aware of the background images e.g. the content of bookshelves etc. A plain clean wall as a backdrop is preferable.
- Be aware of camera angles and how they might distort your features or compromise you in any way
- Ensure you are appropriately attired when participating in lessons
- Ensure the device you are working on is free from any personal material which you do not want to be inadvertently made public
- Where possible, avoid accessing publicly available Wi-Fi such as a common building Wi-Fi account
- For best results a fast internet speed is required. To increase connection speed, where possible, connect your device directly to your modem/router via an ethernet cable
-

TUTORS AND STUDENTS CONTINUED

- Close any unnecessary windows or apps that are running in the background as these may cause a distraction and will potentially interfere with your audio and camera
- Whenever possible, limit the number of other people in a household using the internet at the same time as your session
- Ensure that the Tutor and Student have the same sheet music
- Make sure that the sheet music has clear bar numbers wherever possible
- Have a clear way of communicating to stop playing either through appropriate hand signals or a loud and clear “stop”
- Speak slowly and clearly and allow more time than normal in conversation
- In multiple student lessons, do not try to play simultaneously - have one person play and then the other
- Mute your microphone when not speaking or playing
- Students:
 - Listen carefully and follow the Tutor's instructions at all times
 - Prepare to take down notes regarding the lesson.
 - Have a metronome available if possible
 - Ask the Tutor to clarify the direction given by the Tutor if you do not understand
 - Feel free to ask questions
 - Act in a manner that is safe and courteous to the Tutor and other students
- Tutors should provide short feedback to the student at the end of each session

AEYONS online platform is the only approved platform for AEYONS online tuition

Return to top of this document [here](#)