

TERMS AND CONDITIONS

These Terms and Conditions (“Terms”) govern the relationship between Rogue Violin Studios (“Studio”) and its clients (“Client”) regarding the services the Studio provides (“Services”). By using the Studio’s Services, the Client agrees to be bound by these Terms.

1. Rights and Obligations

1.1 This website is owned and operated by the Studio. These Terms set forth the terms and conditions under which you may use our website and services as offered by the Studio.

1.2 The Client agrees to comply with all applicable laws and regulations in relation to the Studio’s Services and that they are of the legal age and possess legal authority, right and freedom to enter into these Terms as a binding agreement.

1.3 The Client grants the Studio a licence to use, reproduce, modify, and display all materials produced for the Client (“Client Materials”) for the purpose of providing the Services.

1.4 The Studio shall use reasonable efforts to provide the Services in a timely and professional manner.

1.5 The Client shall be responsible for supplying all necessary materials and information to the Studio in order to complete the Services.

1.6 The Client recognizes that by providing content (including but not limited to audio files, designs, images, animations, videos, samples & lyrics), that they own all the relevant rights or received the appropriate license in regards to that content.

1.7 The Studio may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

1.8 The Client may contact The Studio at any point for clarification on The Terms by email at rogueviolinstudios@gmail.com.

2. Fees & Payment

2.1 The Client agrees to pay all fees and other charges incurred in connection with the project, including but not limited to labor and materials, in accordance with the payment terms agreed between the Company and the Customer.

2.2 The Studio reserves the right to suspend or terminate the Services if the Client fails to make timely payments.

2.3 The Studio reserves the right to increase fees for the Services in the event of any changes in the scope or complexity of the Services.

2.4 The prices The Studio charges for services are listed on the website unless otherwise agreed on in writing. The Studio reserves the right to change prices for services on the website at any time and to adjust pricing errors that may inadvertently occur.

2.5 The Studio will offer full refunds for cancellations up to (24) hours before the scheduled service time. If canceling within (24) hours, The Studio does not offer refunds, but will provide credit to The Client valid for up to (1) month from the service date.

3. Confidentiality

3.1 The Studio shall keep all Client Materials confidential and will not release them to any third parties without the Client's written consent.

4. Termination

4.1 Either party may terminate the Services at any time upon written notice.

4.2 Upon termination, the Client shall pay all outstanding fees and reimburse the Studio for any costs incurred in the provision of the Services.

4.3 The Studio may permanently or temporarily terminate or suspend The Client's access to the service without notice and liability for any reason, including if in our sole determination The Client violates any provision of these Terms or any applicable law or regulations.

5. Disclaimer

5.1 The Studio makes no warranties, express or implied, regarding the Services.

5.2 The Client agrees to indemnify and hold The Studio harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with the use of The Studio website or any of the services offered on the website.

5.3 To the maximum extent permitted by applicable law, The Studio assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from access to or use of the service; and (iii) any unauthorized access to or use of The Studio servers and/or any and all personal information stored therein.

5.4 The Studio reserves the right to modify these Terms from time to time at our sole discretion. We will notify The Client of any material changes by posting them on our website or by sending an email.

6. Governing Law

These Terms shall be governed by the laws of the state of California, United States of America.

7. Severability

If any provision of these Terms is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

8. Entire Agreement

8.1. These Terms constitute the entire agreement between the parties and supersede any prior agreements or understandings, written or oral.

8.2. The effective date of these Terms and the date of their last revision is January 6, 2022.