

SONG SPARK STUDIO

TERMS OF USE

Effective Date: September 5, 2026

These Terms of Use govern access to and use of Song Spark Studio, a private music-education app and teaching service operated by Song Spark LLC. By creating or authorizing an account, accessing the app, or permitting a child to use it, you agree to these Terms and the Song Spark Studio Privacy Policy.

1. Eligibility and Private Student Access

Song Spark Studio is intended for current Song Spark Studio students and their authorized parents or legal guardians. App access requires a class code provided by the teacher. The app is not offered as a public, stand-alone educational subscription.

A parent or legal guardian must create or authorize an account for a student under 13 and complete the required parental consent process before the child uses features that collect personal information. Parents are responsible for the accuracy of information they provide and for supervising their child's use as appropriate.

An optional linked parent account may be created to monitor designated student activity and teacher-student communications. Parent access does not include the student's private journals, writings, lyric-bank content, or private practice recordings.

2. Educational Nature of the Service

Song Spark Studio provides music instruction and educational tools, which may include teacher-created video lessons, assignments, practice tracking, sidequests, live group lessons conducted separately through Zoom, student performance submissions, teacher feedback, XP, Spark Coins, and educational reward features.

Completion of an activity, assignment, XP level, or reward does not guarantee any particular musical, academic, professional, or performance result. Students progress at different rates, and instruction is educational rather than a guarantee of a specific outcome.

3. Fees and Payments

There are no purchases or payment processing inside the Song Spark Studio app. Fees for private or group music instruction, if applicable, are arranged separately outside the app between Song Spark Studio and the student or the student's parent or guardian. Those separate teaching arrangements do not give Spark Coins monetary value and do not permit Spark Coins to be purchased.

4. Private Student Content

Students may use private in-app tools for practice recordings, song recordings, journals, writings, lyrics, song ideas, and similar creative or practice content. Song Spark LLC does not ordinarily review or directly access this private content as part of teaching, and linked parent accounts do not receive access to it through the parent portal.

The teacher may see limited activity indicators, such as practice HP or whether a sidequest was completed, without seeing the underlying private journal entry, writing, recording, or other private content.

Students retain their rights in original content they create. Students and parents should maintain copies of important work they wish to preserve. Cloud services can experience errors, interruptions, account problems, or data loss, and Song Spark LLC cannot guarantee permanent storage or recovery of student-created content.

5. Lesson Submissions and Teacher Feedback

Private practice content is different from material deliberately submitted as an assignment. When a student chooses to submit a performance video or other lesson material for teacher review, the student is intentionally providing that submission to Song Spark Studio for instruction, evaluation, grading, and feedback.

Lesson videos may be stored through Dropbox. The teacher may review submitted material and provide written, audio, or video feedback. Linked parent accounts may view designated teacher-student lesson communications and feedback. Submissions and feedback are not intended for public distribution.

By submitting lesson material, the student and, where applicable, parent authorize Song Spark Studio to access and use that material as reasonably necessary to provide the requested teaching and feedback.

6. Parent Accounts and Supervision

Parents may use linked parent accounts to monitor designated educational activity and communications. Parents may see information such as practice HP, progress, lesson communications, and teacher feedback, but not private practice journals, private writings, lyric-bank entries, or private practice recordings.

For students under 13, the parent or legal guardian retains the rights described in the Privacy Policy, including the ability to request review, correction, or deletion of the child's personal information and to withdraw consent, subject to reasonable verification.

7. Live Group Lessons Through Zoom

Some group lessons may be conducted using the teacher's Zoom link outside the app. Song Spark Studio does not record these sessions. Other participants may see or hear a student if the student chooses to enable a camera or microphone. Camera and microphone use are optional, although appropriate participation is encouraged.

Students must behave respectfully during live lessons and must not record, photograph, screen-capture, or redistribute another participant's image, voice, screen, performance, or personal information without appropriate permission.

8. XP, Spark Coins, Practice HP, and Rewards

XP, Spark Coins, practice HP, and similar features are educational and motivational tools. Spark Coins may be earned through eligible educational activities such as completing lessons, practicing, completing sidequests, and participating in qualifying group lessons or activities.

Spark Coins have no cash or monetary value. They cannot be purchased, sold, transferred, traded, exchanged for cash, or treated as property or a financial account. Song Spark Studio may establish, modify, correct, or discontinue earning rates, reward values, eligibility rules, or reward offerings when reasonably necessary to operate the educational program.

Students may redeem eligible Spark Coins for available physical rewards. Rewards are subject to availability and may be changed or discontinued. A reward is not guaranteed until fulfillment is accepted and processed.

9. Physical Reward Fulfillment

Physical rewards may be drop-shipped directly to a student using Amazon or another fulfillment provider. A valid mailing address may therefore be required. The necessary recipient and shipping information may be provided to the fulfillment provider solely as reasonably necessary to deliver the selected reward.

Students and parents are responsible for keeping the stored shipping address accurate. Song Spark Studio is not responsible for delivery problems caused by an incorrect or outdated address supplied through the account. Product availability, shipping timing, substitutions, and carrier delays may be outside Song Spark LLC's control.

10. Class Chat and Community Conduct

Song Spark Studio may include a class chat that the teacher can enable or disable. When enabled, posts may be visible to participating students, linked parents, and the teacher and may be monitored or moderated. Class chat should be treated as a shared classroom space, not a private messaging service.

Users may not post or request home addresses, personal phone numbers, personal email addresses, passwords, financial information, precise location information, sexually explicit material, bullying, harassment, threats, hate-based abuse, illegal material, or content that violates another person's rights.

The teacher may remove posts, restrict chat access, disable the chat, or take other reasonable classroom-management or safety measures. Students should report concerning communications to a parent or the teacher.

11. Acceptable Use

Users agree not to misuse Song Spark Studio. Prohibited conduct includes:

- sharing class codes or account credentials with unauthorized persons;
- attempting to access another student's private content or account;
- circumventing app security, access controls, or teacher restrictions;
- uploading unlawful, abusive, exploitative, sexually explicit, malicious, or rights-infringing material;
- impersonating another person or misrepresenting completion of an educational activity;
- using the service to harass, threaten, exploit, or endanger another person;
- copying, scraping, reverse engineering, redistributing, or commercially exploiting protected app or lesson content except as permitted by law.

Song Spark Studio may restrict or terminate access when reasonably necessary for student safety, classroom management, security, legal compliance, or material violation of these Terms.

12. Intellectual Property

The Song Spark Studio app, teacher-created lessons and videos, instructional materials, graphics, branding, interfaces, quests, original curriculum, and other materials supplied by Song Spark LLC are owned by or licensed to Song Spark LLC and are protected by applicable intellectual-property laws.

Enrollment grants the student a limited, personal, non-transferable right to use those materials for the student's own educational participation. Teacher-created lesson videos and materials may not be copied, reposted, sold, publicly displayed, distributed, or shared outside the student's authorized household except with written permission or as otherwise permitted by law.

Students retain ownership of their own original songs, recordings, writings, and other original creative work. Submission of an assignment does not transfer ownership to Song Spark LLC; it grants only the limited permission reasonably necessary to receive, store, review, and respond to the submission as part of instruction.

13. Third-Party Services

Song Spark Studio relies on third-party services for portions of its operation, including Base44 for app/cloud functionality, Dropbox for submitted lesson videos, Zoom for live group lessons, and Amazon or other providers for physical reward fulfillment. These services operate under their own terms, systems, and privacy practices.

Song Spark LLC is not responsible for outages, changes, or independent acts of third-party services that are outside its reasonable control, but will use reasonable efforts to administer the educational service and student information consistently with the Privacy Policy and applicable law.

14. Privacy and Children's Information

Use of personal information is governed by the Song Spark Studio Privacy Policy. Because Song Spark Studio knowingly serves some children under 13, parental notice and verifiable parental consent are required before applicable personal information is collected from those children, except where law provides an exception.

Parents should review the Privacy Policy carefully. A parent may contact Song Spark Studio to exercise applicable rights concerning a child's information.

15. Account Deletion

Users may initiate deletion of an account through the app's account/settings area. Parents may also contact Song Spark Studio to request deletion of a child's account. We may reasonably verify the identity and authority of the person making the request.

Account deletion is intended to delete the account and associated personal data that Song Spark LLC is not legally required to retain, including associated content across relevant systems where applicable. Deletion may permanently remove XP, Spark Coins, practice progress, lesson submissions, feedback, private writings and recordings, and other account data, and deleted information may not be recoverable.

Ending or deleting app access does not by itself resolve any separate outstanding teaching-service payment or contractual matter arranged outside the app.

16. Availability and Changes to the Service

We may update, improve, modify, suspend, or discontinue app features, lesson formats, sidequests, reward offerings, XP/Spark Coin rules, chat features, or other portions of the service. We will try to avoid unnecessary disruption, but uninterrupted or error-free availability is not guaranteed.

17. Disclaimer of Warranties

To the fullest extent permitted by law, Song Spark Studio and its content are provided on an "as available" basis. Song Spark LLC does not guarantee uninterrupted operation, permanent cloud storage, error-free software, specific educational outcomes, or availability of any particular reward.

Nothing in these Terms excludes warranties or rights that cannot lawfully be excluded.

18. Limitation of Liability

To the fullest extent permitted by applicable law, Song Spark LLC and its owner, employees, contractors, and agents will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages arising from use of the app or educational features, including loss of data, loss of access, or third-party service interruptions.

These limitations do not apply where prohibited by law and do not limit liability that cannot legally be limited, including any liability imposed by applicable child-safety or privacy law.

19. Suspension or Termination

Song Spark Studio may suspend or terminate app access for material violations of these Terms, misuse, safety concerns, unauthorized access, or when a person is no longer an eligible Song Spark Studio student. Where appropriate, we may communicate with the student's parent or guardian before or after taking action.

20. Changes to These Terms

We may update these Terms when the service, educational program, or legal requirements change. Material changes will be communicated as reasonably appropriate. Where a change involving a child requires new parental notice or consent under applicable law, the required process will be completed before the new practice is applied.

21. Governing Law

These Terms are governed by the laws of the State of Connecticut, without regard to conflict-of-law principles, except to the extent applicable federal law or another non-waivable law controls. Nothing in these Terms limits consumer or children's privacy rights that cannot legally be waived.

22. Entire Agreement and Severability

These Terms and the Song Spark Studio Privacy Policy govern use of the app. Separate agreements concerning music-lesson fees, scheduling, cancellation, or other teaching arrangements made outside the app may also apply to those separate services. If any provision of these Terms is found unenforceable, the remaining provisions will remain in effect to the extent permitted by law.

23. Contact

Song Spark LLC
Song Spark Studio
1245 Farmington Ave. #1087
West Hartford, CT 06107
Email: SongSparkXP@gmail.com