

Friends of the Las Vegas Youth Orchestra
A 501 (c) 3 Corporation

Commonly known as
the Las Vegas Youth Orchestra or LVYO

Terms and Conditions

Owner of the website: www.lvyo.org

This website is owned and operated by the Non-Profit “Friends of the Las Vegas Youth Orchestra. In this document, “Las Vegas Youth Orchestra” or “LVYO” may be used as substitute names for the Non-Profit. In addition, “us”, “our” or “we” may also be used in substitution. These Terms set forth the terms and conditions under which you may use our website and services as offered. This website offers visitors a description of programs and services offered by LVYO. These programs serve youth from third grade through twelfth grade. Therefore this website is used by adults and youth (minors). By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

Who Can Use

This website is intended to be used by any person, minors and/or adults seeking information regarding The Friends of the Las Vegas Youth Orchestra. In order to use our website and/or receive our services, you can be of any age. It is suggested that adult supervision be used when minors are accessing the site. By using this site, you agree and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

This website contains payment process capabilities

Programs offered by LVYO are tuition based. Each program may charge a different tuition amount due to length and level of program. Each program offers a Fall, Winter and Spring session, each session requires separate tuition payment. When paying for

tuition, you agree that: (i) you are responsible for reading the full program listing before making a commitment, (ii) you enter into a financial legally binding contract to purchase tuition when you commit to the payment and complete the check-out payment process.

The prices we charge for using our programs are listed on the website. We reserve the right to change our prices for tuition displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing is available on payment pages.

Refund of Tuition

Refund requests must be sent by email to lvyo.members@gmail.com within 14 days of payment. Full refund of any tuition paid prior to the program start date will be granted. Refund requests within the first 14 days of the program will be 75% of the amount paid. Any request after the 14 day start date, may not be considered, if granted, only 30% of the original amount of tuition paid will be refunded. LVYO reserves the right to deny a request for refunds, regardless of submission date, at their sole discretion.

Donations and Grants

As a Non-Profit 501 (c) 3 organization, The Friends of the Las Vegas Youth Orchestra can accept donations from individuals, foundations and/or corporations.

Ownership of intellectual property, copyrights and logos

The programs and services, and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of The Friends of the Las Vegas Youth Orchestra.

Indemnification

You agree to indemnify and hold The Friends of the Las Vegas Youth Orchestra 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 your use of the website or any of the services offered on the website.

Limitation of liability

To the maximum extent permitted by applicable law, Friends of the Las Vegas Youth Orchestra 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 your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

Right to change and modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, an update date will be placed on the bottom left footer. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

Emails and content

LVYO's preferred method of communication with students and parents is by email. You agree to receive messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

Preference of law and dispute resolution

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the State of Nevada, without respect to its conflict of laws principles.

Contact

For questions or concerns please send on email to: lvyo.members@gmail.com