

Personal Luthier Terms of Service

Effective: October 5, 2021

Last modified: October 5, 2021

Introduction

THIS IS A LEGAL DOCUMENT. PLEASE READ THE FOLLOWING TERMS CAREFULLY.

By accessing PersonalLuthier.com (known hereinafter as our Site), or Personal Luthier products and services (known hereinafter as our products and services), you hereby agree to be bound by these terms and conditions and all terms incorporated herein by reference. As a client (prospective, current, or former), user, customer, or other visitor to our Site it is your responsibility to read these terms and conditions before proceeding to access our Site or our products and services. If you do not expressly agree to all of these terms and conditions, please do not access our Site or our products and services.

The present terms and conditions (this “agreement” or “terms”) is a legal agreement between clients (prospective, current, or former), customers, and users of our Site and products and services (known hereinafter as “you” or “client(s)”) and Personal Luthier (known hereinafter as “Personal Luthier”, “us”, or “we”), a company existing and operating in Freeport, Maine. This agreement annuls and voids all previous agreements.

This agreement, and its terms, applies to all visitors to our Site, including without limitation those who are browsers, vendors, clients, merchants, and/or contributors of content. By accessing our Site, affiliated social media accounts, and/or our products and services, you agree to be bound by the following terms including any additional terms, conditions, and policies referenced herein or available via hyperlink.

Any changes to the content or function of our Site, or changes to our products and services, shall be subject to this agreement. This agreement shall apply completely to our Site and products and services as they exist now, or in any future form. You can review our most current version of this agreement on our Site at PersonalLuthier.com/terms-of-service or by requesting a copy via email at Info@PersonalLuthier.com. We reserve the right to update, change, or replace any part of these terms by posting updates and/or changes to our Site. It is your responsibility to ensure you are accessing the most recent version of this agreement. Your continued use of our Site or our products and services following the posting of any changes shall constitute your acceptance of those changes.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

By accessing any part of our Site and/or our products and services, you agree to be bound by this agreement.

Our Site (PersonalLuthier.com) is operated exclusively by us. Throughout our Site, associated documents, and this agreement, the labels “us”, “we”, and “our” refer to Personal Luthier. We offer our Site, and our

products and services, to you, conditioned upon your acceptance of the terms, policies, and notices stated in this agreement.

Client Agreement Statement

All individuals submitting questions and/or requests for consultations or other products and/or services agree to the following statement summarizing key, but not all, elements of the Personal Luthier Terms of Service.

I (a prospective, current, or former client) freely submit my inquiry to Personal Luthier and agree to pay any and all invoices for products and services I receive. I understand that Personal Luthier, and its agents, associates and all other affiliated parties, cannot guarantee any outcome deriving from any Personal Luthier product or service. I agree to hold harmless, defend, and indemnify Personal Luthier and all its agents and other associates, against any and all claims or losses, agreeing that, should I seek restitution, I shall be limited to only the cost of the products and services I receive.

General Terms

By accessing our Site and/or products and services, you represent that you are at least the age of majority in your state or province of residence, or that you are of said age of majority and you give to us your consent to allow any of your minor dependents, or any minor in your care, to access our Site and/or products and services.

As a client or user of our Site and/or products and services, you agree to the following general terms:

1. You may access our Site and/or products and services, for your benefit or for the benefit of any organization, including but not limited to musical groups, schools, or places of worship, for which you are a legal and authorized agent, pending you are not in violation of any portion of this agreement and that you have agreed to the Client Agreement Statement above.
2. You may not use our Site and/or products and services for any illegal or unauthorized purpose.
3. You agree to not transmit any destructive code (including but not limited to worms, viruses, or malware), nor shall you access any data not affiliated with your account.
4. You agree not to reproduce, duplicate, copy, sell, resell, or exploit in any way, any portion of our Site and/or any component of our products and services without our express written permission.
5. You agree that your content (not including any credit card information) may be transmitted unencrypted and may involve transmission over various networks.
6. You agree to not modify, publish, transmit, reverse engineer, participate or be accessory to transfer or sale, create derivative works, or in any way exploit any part of our Site and/or our products and services. All of our content is not for sale. Your use of our Site and/or products and services does not entitle you to any unauthorized use of any content pertaining to our Site, affiliated social media accounts, and/or our products and services.

7. You agree not to use our Site and/or products and services for personal gain, beyond any benefit directly derived from your purchases of our products and services, and to honor fair use requirements for any intellectual property as well as honoring us as the original author of all of our Site content and all content pertaining to our products and services.
8. A breach or violation of any portion of this agreement shall result in immediate termination of your right to our products and services as outlined below.
9. **IN THE USE OF OUR SITE AND/OR PRODUCTS AND SERVICES, YOU AGREE TO THE FOLLOWING CONDITIONS OF CONDUCT AND ATTEST THAT YOU:**
 - a. Are responsible for any and all correspondence, in any media, coming from you, your minor dependents, or any minor in your care.
 - b. Are responsible for any and all social media activity taken by you, your minor dependents, or any minor in your care that is, in any way, related to us and you agree to follow the terms of service, along with all other relevant policies for any platform outside of our Site on which you engage with or about us or our products and services.
 - c. Agree to engage in no illegal activity prior to engaging with, while engaging with, or deriving from, us and our Site and products and services, or any of our affiliates, agents, or other associates.
 - d. Agree to take no action that causes harm to any minor in any form whatsoever.
 - e. Will not upload, distribute, transmit, or otherwise make available any content deemed unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, vulgar, obscene, invasive of another's privacy, or which is hateful or discriminatory in regard to age, race, gender, sexual orientation, religion, or any other class protected by law.
 - f. Will not upload, distribute, transmit, or otherwise make available any content for which you do not possess intellectual property or other rights, or any content considered unsolicited, junk, or spam.
 - g. Will not impersonate, in any form, any person including but not limited to us, our affiliates, agents, vendors, and other associates.
 - h. Take no action of any kind in any media that disrupts or negatively affects our ability to operate our Site and/or deliver our products and services.
 - i. Will not stalk, harass, or collect or store any data for any other user of our Site and/or products and services or us, our affiliates, agents, vendors, and other associates.
 - j. Will comply with all requests by law enforcement regarding any legal process relating to your use of our Site and/or products and services.
10. You attest that, upon agreeing to allow us to publicly share any questions, comments, or other statements you provide regarding our Site, products, or services, or any questions, comments, or other statements for which you seek our products and services, as provided in our booking form or by any other correspondence with us, you license us to share, in any format and as we see fit, any information that you provide that we find supports the regular operation of our business, the administration of our Site, and/or all acts related to the delivery of our products and services. You retain the right to request in writing the deletion of any public-facing content derived from any question, comment, or other statement you share as described in our Privacy Policy.

As the provider and creator of our Site and products and services, we agree to the following terms:

1. We provide our Site to sell to you our products and services, which include but are not limited to unbiased consultations, affiliate referral programs, fretted instrument repairs, and any future additional products or services listed on our Site. We retain the right to add, modify, or discontinue any product or service at any time, for any reason, with or without notice.
2. We agree to publish pricing information and respond to all pricing inquiries without making any obligation for purchase.
3. We agree to notify you of the presence of any agreement we hold with a third party that may infringe on our ability to offer our products and/or services to you in an unbiased manner.
4. We reserve the right to terminate accounts, end service, or take legal action, for violations of any part of this agreement.
5. We agree to not engage in any illegal activity, transmit any destructive code (including but not limited to worms, viruses, or malware), or cause harm to you, your associates, and/or your agents.
6. We agree to credit any intellectual property used in our Site and/or products and services for which we are not the original author and to honor all copyrights, trademarks, and patents.
7. **IN THE REGULAR OPERATION OF OUR BUSINESS, THE ADMINISTRATION OF OUR SITE, AND/OR ALL ACTS RELATED TO THE DELIVERY OF OUR PRODUCTS AND SERVICES , WE AGREE TO THE FOLLOWING CONDITIONS OF CONDUCT AND ATTEST THAT WE:**
 - a. Are responsible for any and all correspondence, in any media, coming from us.
 - b. Are responsible for any and all of our social media activity and agree to follow the terms of service, along with all other relevant policies for any platform outside of our Site used in the regular operation of our business, the administration of our Site, and/or all acts related to the delivery of our products and services.
 - c. Agree to engage in no illegal activity prior to engaging with, while engaging with, or deriving from, any engagement with our clients, their agents, affiliates, or associates.
 - d. Agree to take no action that causes harm to any minor in any form whatsoever.
 - e. Will not upload, distribute, transmit, or otherwise make available any content deemed unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, vulgar, obscene, invasive of another's privacy or which is hateful or discriminatory in regard to age, race, gender, sexual orientation, religion, or any other class protected by law.
 - f. Will not upload, distribute, transmit, or otherwise make available any content for which we do not possess intellectual property or other rights without prior consent from the owner(s) of said rights, nor any content considered unsolicited, junk, or spam.
 - g. Will not impersonate, in any form, any person.
 - h. Will not stalk, harass, or collect or store any data (except as described in our Privacy Policy) for any user of our Site and/or products and services or their, our affiliates, agents, vendors, and associates.
 - i. Will comply with all requests by law enforcement regarding any legal process relating to your use of our Site or products and services.
8. We reserve the right to modify these terms at any time, for any reason, with or without notice.

Service Terms and Limits

Both parties agree to the following general service terms and limits.

1. All new clients receive one free initial consultation. Clients are considered “new” when they have not, for themselves or any other party, received any consultation or any other product or service from us. This initial consultation consists of one email, or one five-minute phone call, and carries no obligation to make any purchases. Exact rates for additional consultations vary based on method of communication (phone, email, video call, etc.), length and volume of consulting, and complexity of service.
2. Personal Luthier bills clients based on a rate of \$90.00/hr USD. This number is derived from a standard rate for all non-routine guitar repairs and products and services. Routine repairs include but are not limited to setups, fret dresses, electronics or hardware replacements, and nut or saddle fabrication. Non-routine repairs include but are not limited to finish repairs, tone consultation, buzz mitigation, and crack repairs.
3. Personal Luthier reserves the right to change pricing and availability of any service at any time, for any reason, with or without notice.
4. Clients may wish to subscribe to our products and services instead of paying per use. Such subscriptions may vary in price and availability. Clients are advised to contact us for current subscription pricing and additional information. We retain the right to change subscription pricing and availability at any time, for any reason, with or without notice. Additionally:
 - a. Special terms and conditions for subscriptions are set forth in subscription agreements.
 - b. Mid-cycle termination by the client for any reason shall not result in a refund of any credit held by the client.
 - c. Early termination by us due in part to client misconduct or a client violation of these terms shall not result in a refund of any credit held by the client.
 - d. Subscriptions are nontransferable.

Other Service Limits

MINOR CLIENTS

All clients under the age of majority within their state or providence of residence (or the age of 18 years old) must submit questions with parent/guardian consent, as well as follow our Privacy Policy’s terms regarding minors. Proof of such consent is required prior to Personal Luthier providing any product or service.

IN-HOME REPAIR SERVICES

Personal Luthier, in the regular operation of our business, may offer to clients services provided in-person and/or in the client’s home or place of residence, or location in which they are authorized to receive goods and/or services. These products and/or services include but are not limited to instrument repairs or appraisals, Guitar Fitting services, consultations,

and/or instruction of any kind (known hereinafter as In-Home Services). These In-Home Services are a service offered by Personal Luthier and therefore shall be covered by all the terms and conditions presented, or referenced, in this agreement. Further, In-Home Services are subject to special terms as outlined in the Personal Luthier In-Home Service Terms, available at [PersonalLuthier.com/Guitar-Service-Prices](https://www.personalluthier.com/Guitar-Service-Prices) or via email at Info@PersonalLuthier.com. It remains your sole responsibility to access, acknowledge, and accept the most recent edition of these special terms and your continued use of any In-Home Service shall constitute your acceptance of said terms.

FREE CONSULTATIONS FOR STUDENTS

Free consultations for students are limited to four (4) consultations per student, per year. That is four emails or 20 minutes of call time. Students may select a mix of methods (i.e.: three emails and one five-minute phone call). All clients, including students, under the age of majority must submit questions with explicit parent/guardian consent. Proof of such consent, and student enrollment is required prior to Personal Luthier providing any product or service.

A student is any individual who is enrolled in an educational program that fits one of the following categories.

1. A public, private, or religiously affiliated K-12 school (i.e.: high school students).
2. A community college, four-year college, or university (public or private; undergraduate or graduate) and is enrolled at least half-time.
3. A job-training program, state sponsored education program, or for-profit post-secondary education program (i.e.: Job Corps).

A student is considered enrolled when they meet their educational institution's definition of full-time enrollment, with the exception of undergraduate and graduate college students who are considered enrolled when they meet half-time enrollment requirements (i.e.: 6 out of 12 credit hours per semester) for their educational institution.

Privacy Policy

SUMMARY

Personal Luthier collects no personal information beyond client name, email, and/or phone number and collects no additional information in the operation of our business that is not provided by our clients. The information we collect is used solely for contacting clients, operating our business, and providing products and services as described on our site ([PersonalLuthier.com](https://www.personalluthier.com)) and in our Terms of Service. Personal Luthier does not sell, trade, or disclose client information to any party unless required to comply with all applicable laws.

COMPLETE

A complete copy of the Personal Luthier Privacy Policy is available on our Site at PersonalLuthier.com/privacy-policy. A copy may be requested at any time via email at Info@PersonalLuthier.com.

CONTACT

All questions regarding our Privacy Policy should be directed to Nathan Richardson via email at Info@PersonalLuthier.com, or by phone at (207) 420-1187.

Modification or Termination of Service

Personal Luthier reserves the exclusive right to modify, alter, and/or discontinue, whether temporarily or permanently, any part of our Site and/or our products and services with or without prior notice. Further, you agree that we shall not be liable to you or any third-party for any such modifications or terminations of our Site and/or products and services.

Termination of Client Accounts and Refusal of Service

As a client of Personal Luthier, you may cancel service at any time for any reason. Further, you agree to the following:

1. You agree to submit any such requests to terminate service in writing to Personal Luthier.
2. You may request a copy of any record we have of your account at any time, including but not limited to the time of termination as provided in our Privacy Policy.
3. Should you be mid-cycle in a subscription-based payment arrangement, you shall not be entitled to any refund of any credit balance on your account, nor shall you be able to transfer any remaining balance to any other party.
4. You may opt-out of emails and other notifications, without prior notice, at any time and for any reason, and that should you discontinue receiving correspondences, in any media, from us, that you remain bound by the terms of this agreement regardless of your status as a client or user of our Site and/or our products and services.

We reserve the right to archive records of former clients for the purposes of operating our Site and products and services. Any such documents shall be held indefinitely in any electronic format not hosted remotely by any third party as provided in our Privacy Policy.

As the provider of our Site and products and services, Personal Luthier reserves the right to terminate, suspend, or limit client accounts and access to our Site, products and services, and social media accounts. We reserve the right to make any such changes and/or to refuse service for any reason at any time, with or without prior notice, including but not limited to:

1. Any breach or violation of any part of this agreement.
2. As requested by any law enforcement or other government agency.

3. The discontinuance and/or modification of our Site and/or products and services.
4. Unexpected technical and/or security issues and/or problems.
5. Extended periods of inactivity.
6. Engagement by you, your minor dependents, or any of your affiliates in any illegal activities.
7. Nonpayment of any fees owed by you to us pertaining to our Site, products and/or services.
8. Any misconduct as described above.

Links

We may, in the operation of our business, the administration of our Site, and/or any and all acts pertaining to providing our products and services, provide you with hyperlinks to external sites and resources. You hereby acknowledge and agree that we are not responsible for any such external sites or resources, nor are we responsible for any third-party content in any media found therein. Further, you agree that we are not liable directly or indirectly for any damages or losses associated with your use, or the use of your minor dependents, of any third-party site, resource, or content

We maintain one exception. In in the operation of our business, the administration of our Site, and/or any and all acts pertaining to providing our products and services , we reserve the right to sell our ability to refer you to other relevant companies including but not limited to guitar-makers, technicians, suppliers, retailers, educators, companies producing guitar-related accessories or equipment, providers of other relevant goods or services, and/or manufacturers. We agree to notify you of the existence of such agreements. You agree that we are not responsible or liable for any damages or losses resulting from any such referral. You further agree to hold harmless, defend, and indemnify us, our agents, associates, vendors, and all other affiliates in the event of any dispute between you and a company to which we referred you.

Warranty Disclaimers

You hereby expressly acknowledge and agree that:

1. You use our Site and our products and services at your own sole risk.
2. Our Site and our products and services are provided “as-is” and/or “as available” and we, our subsidiaries, affiliates, agents, officers, employees, partners, licensors, and all other associates expressly disclaim any and all warranties of any kind whether expressed or implied including but not limited to any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement.
3. We and our subsidiaries, affiliates, agents, officers, employees, partners, licensors, and all other associates make no warranty that (i) our Site or our products and services shall meet your requirements; (ii) our Site and/or products and services shall be uninterrupted, timely, and error-free; (iii) that any results from our Site and/or products and services shall be accurate or reliable; (iv) that the quality of our Site or products and services shall meet your

expectations; and (v) that any such errors appearing on our Site, our social media accounts, or any other content related to our products and services shall be corrected.

4. Any information accessed or obtained by you in any media or form by way of our Site, social media accounts, or our products and services shall be accessed at your own discretion and your sole risk. As such, you accept sole responsibility for any damages or losses you experience and hereby waive any and all claims and causes for action with respect to any damage or loss to any of your property.
5. No consultation, advice, service or product, Site, or correspondence in any media obtained by you shall create any warranty not expressly stated in this agreement.
6. Some persons using computers, telephones, cellphones, tablet computers, or other electronic devices may experience negative affects to their physical and/or mental health. You hereby agree that you are aware of such risks, including but not limited to the risk of epileptic seizure resulting from light and/or sound patterns, and that said risk may exist in persons with unknown conditions, and that you accept sole responsibility for your health and the health of your dependent minors and minors in your care who may access our Site and/or products and services. Further, you agree that, should you or a member of your family have a history with epilepsy, you will consult a physician should you experience any of the following symptoms while accessing our Site or products and services: dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions.

Limitation of Liability

You expressly acknowledge that Personal Luthier, our subsidiaries, officers, employees, agents, affiliates, associates, partners, licensors, and all other associates shall not be liable to you, any third-party acting on your behalf, or any class of which you are a part for any punitive, direct, indirect, special, or exemplary damages or losses including but not limited to loss of goodwill, time, data, money, or any other tangible or intangible loss, even though we may have been advised of such possibility that said damages may occur and result from:

1. The use or inability to use our Site or products and services.
2. The cost of procuring substitute goods and/or products and services.
3. Unauthorized access to or the alteration of your transmissions and/or data.
4. Statements or conduct of any such third party on our Site and/or products and services.
5. Any other matter which may be related to our Site and/or products and services.

Release

In the event of a dispute, you agree to release Personal Luthier, and our subsidiaries, officers, employees, agents, affiliates, associates, vendors, partners, licensors, and any other related third party from claims, demands, and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

Disputes

Personal Luthier asks you that in the event of any dispute related to, or deriving from, our Site or our products and services, you agree to first seek, in good faith, a mutually agreeable resolution with us as directly as possible and permissible by law. You agree that any suit, claim, or other legal action, while legally available, shall be considered unavailable by you and all your associates until after all other methods of resolution, including but not limited to mediation, have been exhausted. Further, you agree to waive any and all rights to any claims or other legal actions should you fail to work, in good faith, toward a mutually agreeable resolution outside of any court.

We agree to work, in good faith, to resolve all disputes outside of a court of law first. Should neither you nor we be satisfied with the results of said efforts to seek a mutually agreeable solution, we, and you, agree to be bound by the terms presented in this agreement.

Notices

Personal Luthier may, at our sole discretion or as prescribed by law, furnish you with notices, including those pertaining to changes to this agreement. Said notices may be transmitted via standard mail, email, text message, postings to our Site and/or social media accounts, or other reasonable means currently known or any which may be later developed. Any such notices may not be received by you (i) if your contact information contains errors or omissions or is outdated and otherwise inaccurate; (ii) have violated this agreement including but not limited to unauthorized access or misconduct; (iii) any other technical or logistic issue beyond our, or your, control. Your failure to receive any such notice does not waive any rights held by us or any responsibility held by you, nor does it affect this agreement in any way.

Intellectual Property Rights

You hereby acknowledge, understand, and agree that any and all content appearing on our Site, in our products and services, on our social media accounts, or any other correspondence produced by us in the operation of our business, the administration of our Site, and all acts related to the delivery of our products and services is our sole property, and that we retain all rights to any and all trademarks, patents (pending or issued), copyrights, trade names, service marks, logos, brand features, product names, or any other intellectual property. Further, you herein agree to not use or display in any manner any Personal Luthier identifying marks including but not limited to, trademarks, logos, and/or trade names, nor use any Personal Luthier intellectual property for any use not protected by fair use limits, without our express written consent.

In the operation of our Site and products and services, we receive content and intellectual property belonging to clients and/or other third parties. Personal Luthier agrees to not use any intellectual property not belonging to us without express written permission. Further, we agree to provide public-facing credit for such intellectual property when and where possible.

If you believe we, or any other third party related to the use of our Site or products and services, has infringed upon your intellectual property rights, please provide us with your name, contact information, a description of the property in question and its location, the electronic or physical signature of the individual(s) authorized on behalf of the property owner, and a statement, made under the penalty of perjury, that the information you provide is truthful and accurate and that you are the owner or authorized agent of said property.

All such claims should be sent to Info@PersonalLuthier.com.

Errors, Inaccuracies, and Omissions

Occasionally, information contained on our Site or appearing as part of our social media accounts, marketing, or any other aspect of the operation of our business contains typographical errors, inaccuracies, or omissions that may relate to product or service descriptions, pricing, promotions, offers, delivery charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information, or cancel pending orders if any of the said information or content is inaccurate at any time without prior notice.

We undertake no obligation to update, amend, or clarify any of said information, including without limitation, pricing information, except as required by law. No specified update or refresh date(s) applied on our Site, or to any other content we publish, should be taken to indicate that all information on our Site has been updated or modified.

Waiver and Severability

At any time, and for any reason, should Personal Luthier fail to exercise or enforce any right or provision within this agreement, such failure shall not constitute a waiver of such right or provision. If any part of this agreement is found by a court to be invalid, both parties (you and we) agree that (i) invalidation of one part has no effect on any other terms and conditions within this agreement and that those provisions remain in full force and effect, and (ii) that the court should endeavor to give effect to the intentions reflected in the provision.

Entire Agreement

This agreement constitutes the entire agreement between you and Personal Luthier and shall govern the use of our Site and products and services, annulling and voiding any prior agreement between you and us with respect to our Site, correspondences, and products and services. By accessing our Site and/or our products and services, you are also subject to our Privacy Policy and may also be subject to additional terms and conditions that apply to specific products, services, or other aspects of our business and our Site.

This is the end of this document.