TERMS OF USE

Last updated November 7, 2026

The rules and responsibilities that apply when schools, teachers, students, and families use Tuning Trainer.

1. AGREEMENT AND ELIGIBILITY

These Terms of Use ("Terms") are an agreement between Smith Studios MKE LLC, operator of Tuning Trainer ("Tuning Trainer," "we," "us," or "our"), and the person or organization using the service. By creating an account or using Tuning Trainer, you agree to these Terms and our Privacy Policy.

A teacher, administrator, or other person accepting these Terms for a school or district represents that they are authorized to bind that organization. Students may use Tuning Trainer only through an authorized school account and under the direction of their school, teacher, parent, or guardian. If you do not have the required authority or permission, do not create or use an account.

2. SCHOOL AND TEACHER RESPONSIBILITIES

The school controls its student education records and determines which students and staff may use Tuning Trainer. The school agrees to:

- use Tuning Trainer for legitimate educational purposes and follow applicable school and district policies;
- provide required notices and obtain required consent from parents, guardians, or eligible students;
- comply with FERPA, COPPA, PPRA, applicable state student-privacy laws, and other laws that apply to its use;
- keep school join codes current and distribute them only to intended users;
- manage authorized users and promptly report accounts that should be removed or suspected misuse; and
- ensure that teacher-created or uploaded materials are lawful, appropriate, and accessible to their intended students.

Where applicable, Tuning Trainer acts as a school service provider or “school official” for the limited purpose of providing the service under the school’s direct control. Districts may contact us to discuss a Data Privacy Agreement or required state addendum.

3. ACCOUNTS AND SECURITY

You must provide accurate information and keep it current. Each user must use their own account and must not share a password. Teachers and schools are responsible for activity under accounts they authorize and for protecting school join codes. Notify us promptly at info@tuningtrainer.net if you suspect unauthorized access.

We may require email confirmation or other reasonable verification. We may refuse, suspend, or remove an account that is inaccurate, unauthorized, insecure, or used in violation of these Terms.

Google sign-on is optional; email-and-password sign-in remains available. Google users authenticate with Google and do not need to create a separate Tuning Trainer password for that option. The Google email must match the account or the email provided during account creation. Google sign-on does not bypass school join-code authorization, required teacher payment verification, or other eligibility requirements.

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Google sign-on is subject to Google's applicable terms and privacy practices. Schools must approve its use for their students where district policy or law requires, including any necessary administrator approval for school-managed Google accounts. Users must protect their Google account; Google password recovery is handled by Google, while Tuning Trainer's password-reset process applies to accounts with a Tuning Trainer password.

4. ACCEPTABLE USE

Users may not:

- harass others, impersonate another person, or submit unlawful, harmful, or inappropriate content;
- attempt to access another school's records, another user's account, or restricted administrative features;
- share login credentials or join codes outside the intended school community;
- interfere with, probe, overload, reverse engineer, scrape, or bypass the service or its security;
- upload malware or content that violates privacy, copyright, or other rights; or
- use student information obtained through Tuning Trainer for advertising, non-educational profiling, or unrelated commercial purposes.

Schools should supervise student use consistent with age, classroom expectations, and local policy.

5. EDUCATIONAL SERVICE AND MICROPHONE FEATURES

Tuning Trainer provides instructional content, music playback, practice activities, tuners, fingering resources, and progress reporting. These tools support music education but do not replace a teacher's professional judgment.

Pitch and tuner activities may request microphone permission. Users control that permission through their browser or device. Raw microphone sound is analyzed on the device and is not recorded, uploaded, or stored by Tuning Trainer; derived learning results may be saved. Users should operate audio features at safe listening volumes and in an appropriate environment.

6. CONTENT AND OWNERSHIP

Smith Studios MKE LLC owns the Tuning Trainer service and its original intellectual property, subject to third-party licenses and any applicable ownership agreements. That includes the service, software, design, curriculum, exercises, graphics, recordings, and other materials we provide. Subject to these Terms and an active account, we grant users a limited, nonexclusive, nontransferable right to use those materials for authorized educational purposes.

Schools and users retain their rights in information and original materials they provide. They give us only the limited rights needed to host, process, display, and support that content for the service. The school retains control of student education records. Users represent that they have permission to provide any content they submit.

Feedback may be used to improve Tuning Trainer without identifying a student or disclosing confidential school information.

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7. SUBSCRIPTIONS AND PAYMENT

Paid plans, seat limits, term length, and pricing are shown when ordered or stated in a school quote or purchase order. Unless an order says otherwise, subscriptions are for the stated term and access may end when that term expires or an invoice remains unpaid. All subscription payments and invoices are processed by Smith Studios MKE LLC, the legal entity operating Tuning Trainer.

Schools are responsible for approved charges, taxes, purchase-order requirements, and accurate billing information. Separate written order forms, quotes, or purchase orders may add or replace commercial terms. If there is a conflict, the signed school agreement controls for that subject.

Cancellation and refund rights, if any, are those stated in the applicable order or required by law. Contact us before purchase with billing or procurement questions.

8. STUDENT PRIVACY AND SECURITY

Our Privacy Policy explains our data practices. We do not sell student personal information, serve targeted advertising to students, create non-educational commercial profiles, or use student information for unrelated marketing. We use reasonable safeguards and require service providers handling student information to protect it and use it only to support Tuning Trainer.

If a security incident affects school-controlled personal information, we will investigate and notify the affected school without unreasonable delay as required by applicable law and any governing school agreement.

9. AVAILABILITY AND CHANGES

We work to keep Tuning Trainer available and accurate, but the service may occasionally be interrupted for maintenance, security, updates, or events beyond our control. Browser, device, microphone, network, and audio hardware differences can affect results.

We may improve, add, or remove features. We will provide reasonable notice when a material change significantly affects a school’s paid use or reduces student-data protections. No change gives us the right to use previously collected student information for materially different, non-educational purposes without appropriate notice and consent.

10. SUSPENSION, TERMINATION, AND SCHOOL DATA

A school or user may stop using Tuning Trainer at any time, subject to the applicable subscription or order. We may suspend access when reasonably necessary to address a security risk, unlawful activity, nonpayment, or a material violation of these Terms. When practical, we will give the school notice and an opportunity to resolve the issue.

Upon an authorized school request or the end of the school relationship, we will make school-controlled data available for return or deletion as described in the Privacy Policy and any governing school agreement, except for information we must retain by law. Sections that by their nature should survive termination—including ownership, disclaimers, liability limits, and dispute terms—will survive.

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11. DISCLAIMERS AND LIMITATION OF LIABILITY

To the fullest extent permitted by law, Tuning Trainer is provided “as is” and “as available.” We disclaim implied warranties of merchantability, fitness for a particular purpose, and noninfringement. We do not guarantee uninterrupted operation, perfect pitch detection, specific educational outcomes, or compatibility with every device.

To the fullest extent permitted by law, Smith Studios MKE LLC will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost data, revenue, or opportunity. Our total liability arising from the service will not exceed the amount paid for the affected service during the 12 months before the event giving rise to the claim. These limits do not apply where prohibited by law or to liability that cannot legally be limited.

12. INDEMNITY

To the extent permitted by applicable law, a school or other organizational customer agrees to defend and indemnify Smith Studios MKE LLC from third-party claims arising from its unlawful use of Tuning Trainer, content it provides, or material violation of these Terms. This section does not require a public school to accept an obligation prohibited by state law, and it does not apply to claims caused by our own breach or misconduct.

13. GOVERNING LAW AND GENERAL TERMS

These Terms are governed by the laws of Wisconsin, without regard to conflict-of-law rules. Unless applicable law or a signed school agreement requires otherwise, disputes must be brought in the state or federal courts located in Wisconsin, and the parties consent to those courts’ jurisdiction.

These Terms, the Privacy Policy, and any applicable signed order or school agreement form the entire agreement for the service. If one provision is unenforceable, the remaining provisions remain effective. A failure to enforce a provision is not a waiver. Neither party may assign the agreement without the other’s consent, except in connection with a merger, reorganization, or sale of substantially all relevant assets, subject to continued student-data protections.

14. CHANGES AND CONTACT

We may update these Terms as the service or law changes. We will post the revised Terms with a new date and provide reasonable additional notice of material changes. Continued use after the effective date constitutes acceptance, except where separate consent is required.

For questions, procurement needs, accessibility concerns, or a school Data Privacy Agreement, contact info@tuningtrainer.net or write to Smith Studios MKE LLC at the address below.

Contact Smith Studios MKE LLC

info@tuningtrainer.net
1564 N. 117th St., Wauwatosa, WI 53226

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