

# Terms and Conditions

Last updated: May 21, 2022

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the [www.kevinlynchnj.com](http://www.kevinlynchnj.com) website, digital sheet music products, subscription products and the KevinLynchNJ mobile applications and software (together, or individually, the "Service") operated by Kevin Lynch Music Services, LLC. ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

## Communications

By creating an Account on our service, you have the option to subscribe to newsletters, marketing or promotional materials and other information we may send. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send. You will still receive transactional emails when using our Service.

## Purchases

Kevin Lynch Music Services, LLC sells sheet music, audio recordings, music lessons, online courses & classes, subscriptions, physical CD's, PDF's of sheet music and documents, download links, and professional music services.

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected. All credit card transactions will incur a 4% processing fee.

## Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## Children Under Thirteen

Kevin Lynch Music Services, LLC does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use [www.kevinlynchnj.com](http://www.kevinlynchnj.com) only with permission of a parent or guardian.

## Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Kevin Lynch Music Services, LLC cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Kevin Lynch Music Services, LLC at [info@kevinlynchnj.com](mailto:info@kevinlynchnj.com).

A valid payment method, including credit card or PayPal, is required to process the payment for your Subscription. You shall provide Kevin Lynch Music Services, LLC with accurate and complete billing information including full name, and valid payment method information. By submitting such payment information, you automatically authorize Kevin Lynch Music Services, LLC to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Kevin Lynch Music Services, LLC will cancel the associated subscription.

## Fee Changes

Kevin Lynch Music Services, LLC, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Kevin Lynch Music Services, LLC will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

## Cancellations & Refund Policy

Certain refund requests for Subscriptions, Lessons and Classes may be considered by Kevin Lynch Music Services, LLC on a case-by-case basis and granted in sole discretion of Kevin Lynch Music Services, LLC. Kevin Lynch Music Services, LLC does not allow refunds on digital products, digital & tangible goods, and music services.

### One-on-one Lessons:

If the student must cancel a lesson for any reason, they must do so at least 24-hours prior to the scheduled lesson time in order to receive credit for a make-up lesson. If the student cancels within 24-hours of their lesson time, they will forfeit the lesson and be charged for the full time with no makeup lesson, refund or credit given. Time will not be made up for being late to a lesson. In the event the instructor is unable to attend or cancels a lesson, a make-up lesson will be scheduled or credited to the student. There are no refunds on unused or cancelled lessons.

### Classes, Courses and Subscriptions:

All payments are non-refundable (unless a class has been cancelled). Full payment is required in advance in order to secure your spot in a class. Commitment for multiweek courses is for the duration of the full course. Partial weeks are not offered or available for multiweek courses. There are no credits or refunds for missed classes. If you discontinue any class before the ending date of the session, you forfeit your fee. If a student must cancel a multiweek course, they may receive a credit for a future class only if they notify Kevin Lynch Music Services, LLC at [orders@kevinlynchnj.com](mailto:orders@kevinlynchnj.com) at least one week before the first day of the registered class. No credit will be given or applied once a class starts. Class credit is good for one full year from the date of cancellation. Students may request to transfer to a different class or course of equal or lesser value at the digression of Kevin Lynch Music Services, LLC. Monetary credit or refunds are not given for missed classes nor are makeup classes offered in the event you miss a class.

### Invoices and Services:

All payments are non-refundable for all services, invoices, Venmo, PayPal, checks, and other methods of payment made for services.

## Accounts

When you create an account with us, you guarantee that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

## Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity. If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to [info@kevinlynchnj.com](mailto:info@kevinlynchnj.com), with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Service on your copyright.

## Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use [www.kevinlynchnj.com](http://www.kevinlynchnj.com) strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Kevin Lynch Music Services, LLC that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Kevin Lynch Music Services, LLC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Kevin Lynch Music Services, LLC content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Kevin Lynch Music Services, LLC and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Kevin Lynch Music Services, LLC or our licensors except as expressly authorized by these Terms.

# Use of Communication Services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Kevin Lynch Music Services, LLC has no obligation to monitor the Communication Services. However, Kevin Lynch Music Services, LLC reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Kevin Lynch Music Services, LLC reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Kevin Lynch Music Services, LLC reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Kevin Lynch Music Services, LLC's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Kevin Lynch Music Services, LLC does not control or endorse the content, messages or information found in any Communication Service and, therefore, Kevin Lynch Music Services, LLC specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Kevin Lynch Music Services, LLC spokespersons, and their views do not necessarily reflect those of Kevin Lynch Music Services, LLC.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Materials Provided to [www.kevinlynchnj.com](http://www.kevinlynchnj.com) or Posted on any Kevin Lynch Music Services, LLC Web Page

Kevin Lynch Music Services, LLC does not claim ownership of the materials you provide to [www.kevinlynchnj.com](http://www.kevinlynchnj.com) (including feedback and suggestions) or post, upload, input or submit to any Kevin Lynch Music Services, LLC Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Kevin Lynch Music Services, LLC, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Kevin Lynch Music Services, LLC is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Kevin Lynch Music Services, LLC's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

## Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by Kevin Lynch Music Services, LLC

Kevin Lynch Music Services, LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Kevin Lynch Music Services, LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

## International Users

The Service is controlled, operated and administered by Kevin Lynch Music Services, LLC from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Kevin Lynch Music Services, LLC Content accessed through [www.kevinlynchnj.com](http://www.kevinlynchnj.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## Indemnification

You agree to indemnify, defend and hold harmless Kevin Lynch Music Services, LLC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's

fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Kevin Lynch Music Services, LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Kevin Lynch Music Services, LLC in asserting any available defenses.

## Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

## Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Kevin Lynch Music Services, LLC agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

## Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. KEVIN LYNCH MUSIC SERVICES, LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

KEVIN LYNCH MUSIC SERVICES, LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. KEVIN LYNCH MUSIC SERVICES, LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES

AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KEVIN LYNCH MUSIC SERVICES, LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF KEVIN LYNCH MUSIC SERVICES, LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

## Termination/Access Restriction

Kevin Lynch Music Services, LLC reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of New Jersey and you hereby consent to the exclusive jurisdiction and venue of courts in New Jersey in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Kevin Lynch Music Services, LLC as a result of this agreement or use of the Site. Kevin Lynch Music Services, LLC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Kevin Lynch Music Services, LLC's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Kevin Lynch Music Services, LLC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Kevin Lynch Music Services, LLC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Kevin Lynch Music Services, LLC with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated



and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

## Changes to Terms

Kevin Lynch Music Services, LLC reserves the right, in its sole discretion, to change the Terms under which [www.kevinlynchnj.com](http://www.kevinlynchnj.com) is offered. The most current version of the Terms will supersede all previous versions. Kevin Lynch Music Services, LLC encourages you to periodically review the Terms to stay informed of our updates.

## Contact Us

Kevin Lynch Music Services, LLC welcomes your questions or comments regarding the Terms:

Kevin Lynch Music Services, LLC  
1614 Union Valley Road Suite O PMB 128  
West Milford, New Jersey 07480

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Telephone number:  
973-834-4955

Effective as of September 18, 2021