

TERMS AND CONDITIONS AGREEMENT

Last Updated: July 6, 2026

Welcome to <https://www.makingmusicmatterforkids.org>. The website (the "Site") is comprised of various web pages operated by Making Music Matter For Kids Inc. ("MMMFK"). This platform is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Site constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

MMMFK is a 501(c)(3) Non-Profit Site operating a free interactive network for members, live and live streaming events, member discounts, donations, musical merchandise consignments (bought/sold), instrument repairs, and free to low-cost music lessons and programs, working together to build a vibrant music economy.

1. Privacy & Electronic Communications

Your use of the Site is subject to MMMFK's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices. Visiting the Site or sending emails to MMMFK constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

2. User Accounts & Directory Registration

If you register for an account on this site (including our Free Business/Member Directory), you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account. You may not assign or transfer your account to any other person or entity. You acknowledge that MMMFK is not responsible for third-party access to your account that results from theft or misappropriation. MMMFK reserves the right to refuse or cancel service, terminate accounts, or remove/edit directory content in our sole discretion.

3. User-Generated Directory Content & Submissions

Registered music schools, stores, and independent instructors ("Directory Members") are permitted to upload business details, text, logos, and images (collectively, "Submissions") directly to our database fields.

- MMMFK does not claim ownership of the materials you provide or post. However, by posting, uploading, or submitting your entry, you grant MMMFK and necessary

sublicensees permission to use, copy, distribute, publicly display, and reformat your Submission in connection with our public directory platform.

- No compensation will be paid with respect to the use of your Submission. MMMFK is under no obligation to post or use any Submission you may provide and may remove any entry at any time in our sole discretion.
- You warrant and represent that you own or otherwise control all of the rights to your Submission and that the content does not violate any copyright, trademark, or privacy laws.

4. Communication Services

The Site may contain message boards, forums, calendars, and/or communication facilities designed to enable you to communicate with the public (collectively, "Communication Services"). You agree to use these services only to post material that is proper, lawful, and directly related to the music network. You agree not to defame, abuse, harass, stalk, threaten, or upload files containing viruses or copyrighted materials without consent. MMMFK specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in them.

5. Mandatory Lesson & Refund Policies

- **Lesson Schedule & Attendance:** Lessons are scheduled for 1/2 hour, once per week. Attending weekly lessons is an important part of the student's success.
- **Cancellation/Missed Lesson Policy:** Students are responsible for all scheduled lessons. If a conflict occurs and notice is provided at least 24 hours in advance, you may reschedule the lesson. Lessons cancelled or missed without a 24-hour notice cannot be rescheduled. If MMMFK must cancel a lesson, it will either be rescheduled or a credit will be issued toward the next month.
- **Lesson Termination Policy:** If it becomes necessary to discontinue lessons, written notice is strictly required before the next month's payment is due. Monthly payments are non-refundable due to early termination.
- **Monthly Lesson Payments:** Payments are due on the last week of the current month for the upcoming month of lessons. Late fees will apply to overdue accounts.
- **Merchandise Return & Refund Policy:** If you are dissatisfied with a musical merchandise or consignment purchase, we offer a 30-day money-back refund or replacement layout (buyer's choice). The buyer is responsible for return shipping costs.

6. Links to Third-Party Sites & Services

The Site contains links to other websites ("Linked Sites"). The Linked Sites are not under the control of MMMFK and MMMFK is not responsible for the contents of any Linked Site, including payment processors (such as Fundraise Up) or external business URLs. Certain services delivered via the domain are handled by third-party partners; you hereby consent that MMMFK may share required transactional data to deliver the requested functionality.

7. Indemnification & Liability Disclaimer

You agree to indemnify, defend and hold harmless MMMFK, its officers, directors, employees, and agents 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, your user postings, or your violation of any terms of this Agreement.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. ALL CONTENT AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MMMFK BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER.

8. Arbitration & Class Action Waiver

In the event the parties are not able to resolve any dispute arising out of these Terms, such dispute shall be resolved solely by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association in a mutually agreed location. Class arbitrations and representative actions are not permitted.

9. Governing Law & Jurisdiction

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.

10. Contact Us

MMMFK welcomes your questions or comments regarding the Terms:

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