

## INSTRUCTIONS

1. Review the entire document.
2. Complete the sections highlighted in yellow.
3. If you have an e-commerce shop, you should also complete the areas highlighted in green. If you do not have an e-commerce shop, delete the areas highlighted in green and update the heading numbers.
4. Create a website page and post your completed policies. Make sure this webpage is accessible via your homepage.
5. If you have an e-commerce shop, add your Terms of Use to your online checkout. Add a feature that requires customers to click a button and agree to your Terms of Use before placing an order. This button is what makes your customer service policies binding!

## WEBSITE TERMS OF USE

All users of this Site agree that access to and use of this Site is subject to the following terms and conditions and other applicable law. You agree that by using this Site, you are at least 18 years of age, or visiting under the supervision of a parent or guardian, and legally able to enter into a contract.

### 1. General

**Somerset Folk Harp Festival LLC** (“Company”, “we”, or “us”) is the owner and operator of this website, [https://www.somsetharpfest.com](https://www.somerset harp fest.com), (the “Site”). By accessing the Site, you agree to be bound by these Terms of Use and to use the Site in accordance with these Terms of Use, our Privacy Policy and any additional terms and conditions that may apply to specific sections of the Site or to services available through the Site or from the Company.

Please read these Terms of Use carefully to understand our terms regarding your use of the site and services offered by Moon Over the Trees Music and Theatre Productions. If you do not agree with our terms, your choice is not to use our Website. By accessing or using this Website, you agree to the Terms of Use.

It is your responsibility to review these Terms of Use periodically. We may revise these Terms of Use at any time without notice to you. Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the terms periodically for updates.

These terms of use are effective as of April 1, 2019.

### 2. Intellectual Property Rights

This Site and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.

- You may download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You do not have the right to delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site. You must not access or use for any commercial purposes any part of the Website or materials available through the Website. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

### **3. User Contributions**

The Website may contain testimonials, profiles, forums, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website. All User Contributions must comply with the Terms of Use. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By submitting or posting any materials or content on the Site, you grant us a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials. The Company will be entitled to use any content submitted by you without incurring obligations of confidentiality, attribution or compensation to you. You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

### **4. Content Standards**

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.

- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Please note that we do not review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

## **5. Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to or from this Website, you do so entirely at your own risk and are subject to the terms and conditions of use for such websites.

## **6. Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material [without our prior written consent], including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.
- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.

- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

## **7. Monitoring and Enforcement**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason at our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate at our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.

YOU WAIVE AND HOLD HARMLESS THE COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

## **8. Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk.

We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## **9. Copyright Infringement; Notice and Take Down Procedures**

The Company specifically prohibits the posting of any content that violates or infringes the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that any material contained on this Site infringes your copyright or other intellectual property

rights, you should notify us of your copyright infringement claim in accordance with the following procedure. The Company will process notices of alleged infringement that it receives and will take appropriate action as required by the Digital Millennium Copyright Act (“DMCA”). The DMCA requires that notifications of claimed copyright infringement should be sent to the following email address: info@moonoverthetrees.com.

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

- Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

#### **10. Changes to the Website**

We may update the content on this Website from time to time, but its content is not necessarily complete or up- to- date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

#### **11. Accessing the Website and Account Security**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, at our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

#### **12. Geographic Restrictions**

The owner of the Website is based in the state of New York in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

**13. Order Acceptance** You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept any orders at our sole discretion. After having received your order, we will send you a confirmation email with your order number and details of the items you have ordered. Acceptance of your order and the formation of the contract of sale between Company and you will not take place unless and until you have received your order confirmation email.

#### **14. Prices and Payment Terms**

All prices posted on this Site are subject to change without notice. The price charged for a product will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and in your order confirmation email. We are not responsible for pricing, typographical or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

Terms of payment are at our sole discretion and payment must be received by us before our acceptance of an order. You represent and warrant that (i) the payment information you supply to us is true, correct and complete, (ii) you are duly authorized to use such payment for the purchase, (iii) charges incurred by you will be honored by your payment institution, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

#### **15. Shipments; Delivery; Title and Risk of Loss**

We will arrange for domestic shipment of the products to you. You will pay all shipping and handling charges specified during the ordering process. Title and risk of loss pass to you upon our transfer of the products to carrier. Shipping and delivery dates are estimates only and cannot be guaranteed.

#### **16. Final Sale; Returns; Exchanges**

All digital downloads, gift cards, workshops, services, and sale items on the Site are final sale and, thus, non-refundable.

You may receive a full refund for your Somerset festival ticket if you cancel by June 1. After that date if for any reason you cannot attend the festival online or in-person, your payment can be used toward the following year's festival.

To be eligible for a return, your item must be refundable, unused, in the same condition that you received it, and purchased within the last 30 days. Your item must also be in the original packaging and include a receipt or proof of purchase. To return products, you must contact us at [info@moonoverthetrees.com](mailto:info@moonoverthetrees.com) within 30 days of your purchase. If your refund is approved, we will process your refund and apply a credit for the purchase amount, not including original shipping or re-shipping fees, to your credit card or original method of payment within a 10 business days.

You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your refund. If you are shipping an item over \$75, you should consider using a trackable shipping service or purchasing shipping insurance. We don't guarantee that we will receive your returned item.

Only orders that arrive to you defective or damaged are eligible for a complimentary product replacement and reshipment. To exchange products, you must contact us at [info@moonoverthetrees.com](mailto:info@moonoverthetrees.com). All requests for exchanges must be made within 7 days of delivery.

#### **17. Services Not for Resale**

You agree to comply with all applicable laws and regulations of the various states and of the United States. You represent and warrant that you are buying products or services from the Site for your own use only, and not for resale.

## **18. License to Use Downloadable Materials**

In accordance with the terms herein, Company grants to You, and You accept from Company, a non-exclusive and non-transferable license (the "License") to use the current version of digital download ("eBook") solely through the Company's Website or Company designated location. You agree to use and access the eBook solely for Your own personal educational purposes. You have no implied rights to the License of eBook. Except as is otherwise expressly permitted in this Agreement, the use of the eBook is restricted so no one may do any of the following or aid anyone in such endeavor: (a) Sublicense, sell, lease, or rent the eBook; (b) Decompile, disassemble, reverse engineer or attempt to derive the source code from or structure of the eBook; (c) Create a derivative work that is based on any portion of the eBook; (d) Rewrite any portion of the eBook or use any portion of the eBook in connection with creating any work that is similar in function, content or appearance to any portion of the eBook; (e) Remove any proprietary notice from the eBook; (f) Copy, reproduce, distribute, or in any way duplicate all or any part of the eBook; (g) export or re-export the eBook or any portion thereof in violation of the export control laws or regulations of the United States; (h) engage in, facilitate, or further any unlawful conduct; and/or (i) damage, disable, overburden, or impair any Company Website (or the networks connected to any Company Website) or interfere with anyone else's ability to access or use the eBook.

## **19. Force Majeure**

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

## **20. Disclaimer of Warranties**

**THE SITE AND ALL CONTENT ARE AVAILABLE "AS IS." COMPANY DOES NOT WARRANT THAT THE SITE OR ANY CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, AND INACCURACIES IN THE NEWS, INFORMATION, OR OTHER MATERIALS AVAILABLE THROUGH THE SITE OR ANY CONTENT.**

**WE DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, THOSE OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE WITH RESPECT TO THE SITE, ANY CONTENT OR ANY INFORMATION OR GOODS THAT ARE AVAILABLE OR ADVERTISED OR SOLD THROUGH THE SITE, THE APP, THE SERVICES, ANY BETA FEATURES OR ANY CONTENT. WE DO NOT PROVIDE OR AUTHORIZE THE PROVISION OF MEDICAL, LEGAL, OR OTHER PROFESSIONAL ADVICE THROUGH THE SITE OR ANY CONTENT, AND SO WE DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF MEDICAL, LEGAL, OR OTHER PROFESSIONAL INFORMATION THAT IS CONTAINED WITHIN THE SITE OR ANY CONTENT; RATHER THAN RELYING ON THIS INFORMATION, YOU SHOULD SEEK ADVICE FROM A QUALIFIED PROFESSIONAL. WE DO NOT MAKE ANY REPRESENTATIONS REGARDING, NOR DO WE ENDORSE THE ACCURACY, COMPLETENESS, TIMELINESS, OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, OR OTHER MATERIAL OR DATABASE DISPLAYED, UPLOADED, OR DISTRIBUTED IN THE SITE, CONTENT, OR AVAILABLE THROUGH LINKS IN THE FOREGOING. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS IN THE SITE OR CONTENT. WE DO NOT GUARANTEE**

**OR WARRANT THAT THE SITE, CONTENT, OR MATERIALS THAT MAY BE DOWNLOADED FROM THE FOREGOING DO NOT CONTAIN VIRUSES, WORMS, "TROJAN HORSES," OR OTHER DESTRUCTIVE MATERIALS. WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO SUCH FEATURES.**

**OUR RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AND COMPLIMENTARY SHIPPING FEES, AT OUR SOLE DISCRETION. NO PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR AGENTS OR EMPLOYEES WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.**

**THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH**

#### **21. Limitation on Liability**

**IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS, Somerset Folk Harp Festival LLC , its affiliates, and their directors, officers, managers, employees, shareholders, agents, and licensors: (I) SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE PLATFORM OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE SITE OR ANY CONTENT SHALL BE LIMITED TO THE MONIES YOU HAVE PAID US IN CONNECTION WITH YOUR USE OF THE FOREGOING DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.**

**IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THE USE OR MISUSE OF ANY PRODUCT PURCHASED HEREIN. YOU AGREE AND ACKNOWLEDGE THAT ANY PRODUCT PURCHASED SHOULD BE USED AT YOUR OWN RISK AND YOU SHOULD ASSESS THE RISKS INDIVIDUAL TO YOU AND YOUR HEALTH BEFORE PURCHASING ANY PRODUCT OR USING ANY PRODUCT. YOU AGREE THAT IN THE EVENT THAT COMPANY IS DEEMED LIABLE FOR ANY HARM CAUSED, THE AMOUNT WHICH IT SHALL BE LIABLE TO YOU SHALL BE LIMITED TO THE COST OF THE PRODUCT.**

**THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

#### **22. Indemnification**

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

#### **23. Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and



construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York.

You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### **24. Arbitration**

At Company's sole discretion, it may require You to submit any disputes arising from the use of these Terms of Use or the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying New York law.

#### **25. Successors and Assigns**

This agreement shall inure to the benefit of and be binding upon the User and their respective heirs, legal personal representatives, successors and assigns.

#### **26. Entire Agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

#### **26. Waiver and Severability**

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

#### **27. Your Comments and Concerns**

This website is operated by Somerset Folk Harp Festival

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to [info@moonoverthetrees.com](mailto:info@moonoverthetrees.com).

Last Updated May 20, 2024

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#### **WEBSITE PRIVACY POLICY**

Your privacy is very important to us. Our Privacy Policy spells out our commitment to respecting the privacy of the members and visitors to our site. We are very careful with what we do with your information.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. This website, <https://www.somersettharpfest.com>, is owned and operated by Somerset Folk Harp Festival LLC (sometimes referred to as "COMPANY," "we" or "us"). By accessing or using this Site, you agree to this privacy policy. This policy may change from time to time. Your continued use of this Site after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

This Privacy Policy describes how we collect and use the personal information you provide to us on our website, <https://www.somersettharpfest.com>. It also applies to information we collect on this Website, as well as in email, text, and other electronic messages between you and this Website. It does not apply to information collected by us offline or through any other means, including on any other website operated by Company or any third party.

### **1. Collection and Use of Personal Information**

We collect personal information from you to provide an efficient, meaningful and customized experience for you on our website. To process your orders, we collect the following personal information from you:

- Contact Information such as name, email address, mailing address and phone number
- Billing Information such as credit card number and billing address
- Preferences Information such as order history and email marketing preferences

As is true of most websites, we automatically gather information about your computer such as your IP address, time and date of visit, browser type, referring/exit pages and operating system. We may log this information for system administration, order verification, internal marketing and system troubleshooting purposes.

We use this information:

- To present our Website and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Website or any products or services we offer or provide through it.

To opt out of data collection, contact us at [info@moonoverthetrees.com](mailto:info@moonoverthetrees.com).

### **2. Mobile Services**

We may also collect non-personal information from your mobile device if you access the Site from your phone. This information is generally used to help us deliver the most relevant information to you. Examples of information that may be collected and used include your geographic location, how you use the mobile site, and information about the type of device you use. This information is sent to us as aggregated information and is not traceable to any individual and cannot be used to identify an individual.

### **3. Information Sharing**

We will share your personal information with third parties only in the ways that are described in this privacy statement. We do not sell your personal information to third parties, and we do not authorize the collection of our members' or visitors' personally identifiable information by any third parties for the third parties' use.

We may also disclose your personal information:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business [and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them].
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Company's assets, whether as a going concern or

as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Company about our Website users is among the assets transferred.

- To fulfill the purpose for which you provide it. [For example, if you give us an email address to use an "email a friend" feature, we will transmit the contents of that email and your email address to the recipients.]
- For any other purpose disclosed by us when you provide the information.
- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply our terms of use and other agreements, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Company, our customers, or others. [This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.]

#### **4. Cookies and Other Tracking Technologies**

Cookies are small text files of information stored by the Internet browser on your computer's hard drive. For example, we may use cookies to collect browsing data to keep track of your preferences and profile information and to collect general usage and volume statistical information. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system may issue cookies when you direct your browser to our Website.

#### **5. Email Communications**

We may use your email to deliver our daily newsletter, as well as for other promotional (e.g., new product offerings, special offers by us or other third parties) purposes. Email messages we send you may contain code that enables our database to track your usage of the emails we send you, such usage includes whether the email was opened and what links (if any) were clicked. If you send an email to us, we will collect your email address and the full content of your email, including attached files, and other information you provide. You may indicate your preference to opt out of receiving promotional communications by following the unsubscribe instructions provided in the promotional email you receive or by contacting us directly at [info@moonoverthetrees.com](mailto:info@moonoverthetrees.com). You acknowledge that it may take up to 10 days for us to process an opt-out request.

Please note, however, that you cannot opt out of receiving transactional emails related to your account with us.

#### **6. Security**

The security of your personal information is important to us. When you enter sensitive information (such as a credit card number) on our order forms, we encrypt the transmission of that information using secure socket layer technology (SSL).

We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, we cannot guarantee its absolute security.

#### **7. A Note About Children**

We do not intentionally gather personal information from visitors who are under the age of 13. If a child under 13 submits personal information to us and we learn that the personal information is the information of a child under 13, we will attempt to delete the information as soon as possible. If you believe that we might have any Personal Data from a child under 13, please contact us at [info@moonoverthetrees.com](mailto:info@moonoverthetrees.com).

#### **8. Notification of Privacy Statement Changes**

We may update this Privacy Policy to reflect changes to our information practices. If we make any material changes, we will notify you by email (sent to the email address specified in your account) or by means of a notice on this Site prior to the change becoming effective. We encourage you to periodically review this policy for the latest information on our privacy practices.

#### **9. A Note to Users Outside of the United States**

If you are a non-U.S. user of the Site, by visiting the Site and providing us with data, you acknowledge and agree that your personal information may be processed for the purposes identified in the Privacy Policy. In addition, your personal information may be processed in the country in which it was collected and in other countries, including the United States, where laws regarding processing of personal information may be less stringent than the laws in your country. By providing your data, you consent to such transfer.

#### **10. Contact Information**

You can contact us about this Privacy Policy by emailing us at [info@moonoverthetrees.com](mailto:info@moonoverthetrees.com).

Or

Via Regular Mail:

Somerset Folk Harp Festival

228 E. Route 59 Ste 419

Nanuet, NY 10954

Information provided by you via general e-mail inquiries to the Company such as your e-mail address is used only to respond to your inquiries in the ordinary course of business, and is never shared with third parties.

If you are a resident of the EU and have an unresolved data privacy concern or personal information collection, use, or disclosure concern, you may file a complaint/inquiry with us at:

**Security/How Your Personally Identifiable Information Is Protected:** Security for all personally identifiable information is extremely important to us. We have implemented technical, administrative and physical security measures to attempt to protect your personally identifiable information from unauthorized access and improper use. We also protect your personally identifiable information offline. Only employees who need the information to perform a specific job (for example, customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment. We continually review all such measures and update them when appropriate. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, Company cannot ensure or warrant the security of any information you transmit via the internet. By transmitting any such information to Company, you accept that you do so at your own risk.

**Your Acceptance of These Terms:** By using the Site, you accept the policies and restrictions set forth in this Online Privacy Policy. If you do not agree to this policy, please do not use the Site. This Online Privacy Policy may be revised from time to time by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Online Privacy Policy to which you are bound.

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