



Kenton County School District | *It's about ALL kids.*

Issue Paper

DATE:

2/14/25

AGENDA ITEM (ACTION ITEM):

Consider/Approve the terms and conditions for J.W.Pepper's showkits used for school performances, grades K-5, for Ryland Heights Elementary School.

APPLICABLE BOARD POLICY:

01.1 - Legal Status of the Board

HISTORY/BACKGROUND:

Since 1876, J.W. Pepper has been providing sheet music for directors and performers. They also provide software and music equipment to support a school's musical journey.

FISCAL/BUDGETARY IMPACT:

\$2925 (AIM Grant Budget 2024-25)

RECOMMENDATION:

Approve the terms and conditions for J.W.Pepper's showkits used for school performances, grades K-5, for Ryland Heights Elementary School.

CONTACT PERSON:

Dan Schacherer

A handwritten signature in black ink, appearing to be 'Dan Schacherer', written over a horizontal line.

Principal/Administrator

A handwritten signature in blue ink, appearing to be 'Tina H. Hartman', written over a horizontal line.

District Administrator

A handwritten signature in black ink, appearing to be 'J. [unclear]', written over a horizontal line.

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.



191 Sheree Blvd
Exton, PA 19341
1-800-345-6296
www.jwpepper.com

Quote #: 51557675

Include the Quote # with your purchase order to secure prices.

Ship To:

Ryland Heights Elementary School
Tammie Groeschen
3845 Stewart Dr
Covington, KY 41015 US

Bill To:

Kenton County Schools-Accounts Payable / Music
1055 Eaton Dr
Fort Mitchell, KY 41017

Quote Date:	Expiration Date:	Shipping Method	Payment Terms	Written By
03/19/25	04/19/25		30 NET	jxander

Purchase Order Number:

Bid/Contract Number:

SKU	Quantity	Price	Tax	Ext Price	Description
11413790	1	545.00	\$0.00	\$545.00	Disney's Winnie the Pooh Kids Digital Ed. - Showkit Robert B. Sherman & Richard M. Sherman Show Kit
11529388	1	545.00	\$0.00	\$545.00	Disney's Finding Nemo Kids SHOW KIT Kristen Anderson-Lopez & Robert Lopez Show Kit
10001641	1	545.00	\$0.00	\$545.00	The Jungle Book Disney KIDS - Showkit Richard M. Sherman, Robert B. Sherman & Terry Gilkyson Show Kit
11419219	1	545.00	\$0.00	\$545.00	Disney's 101 Dalmatians KIDS - Showkit Various Composers Show Kit
10651390	1	545.00	\$0.00	\$545.00	Seussical Broadway Jr. KIDS - Showkit Stephen Flaherty Show Kit

Sub-Total: \$2,725.00

Shipping: \$200.00

Handling: \$0.00

Tax: \$0.00

Total: \$2,925.00

*Order before the expiration date and include Quote # 51557675 on your order to hold prices as listed.
Thank you for shopping at J.W. Pepper!*



Kenton County School District | It's about ALL kids

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Educational Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*, and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

J.W. Pepper & Son, Inc.

Vendor Name

191 Sheree Blvd, Exton PA 19341

Vendor Address

800-345-6296

Vendor Telephone

bids@jwpepper.com

Vendor Email Address

Denise R Collins

Signature by Vendor's Authorized Representative

Denise R Collins

Print Name

2/6/25

Date

To: Kenton County Board of Education

RE: Addendum to Terms and Conditions for J.W. Pepper & Son, Inc.

Attn: Tammie Groeschen, Finance Secretary, Ryland Heights Elementary School

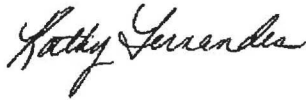
This memo is confirmation of an addendum to J.W. Pepper & Son, Inc's terms and conditions, available on jwpepper.com/termsofservice. The following items in the terms of service are amended for the purpose of the quote #51357991 and related purchases as submitted by J.W. Pepper to Kenton County Board of Education:

1. Either party may Opt-Out from the agreement upon notifying the other party.
2. There are no late fees related to the purchases made on quote #51357991 and related purchases.
3. There are no auto renewals in the terms and conditions as related to purchases by Kenton County Board of Education.
4. **Jurisdiction**
5. These Terms shall be governed by and construed under the substantive laws of the state of Kentucky. Disputes shall be resolved by state court of Kentucky and/or Kenton County. Any cause of action you may have with respect to your use of the J.W. Pepper Site must be commenced within one (1) year after the claim or cause of action first arises. The J.W. Pepper Site is provided, supported and hosted in the United States and intended for use by users located only in the United States. Use of the J.W. Pepper Site is governed by United States law, and United States privacy and data security laws may differ from those of other countries. If you are using the J.W. Pepper Site from outside of the United States, please be aware that any information contained on the J.W. Pepper Site is transferred to, stored and processed in the United States. Refer to our Privacy Policy at <https://www.jwpepper.com/sheet-music/services-privacy.jsp> for more information.
6. **Arbitration**
7. AT J.W. PEPPER'S ELECTION, ALL DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES THAT ARE NOT RESOLVED BY MUTUAL AGREEMENT MAY BE RESOLVED BY BINDING ARBITRATION TO BE CONDUCTED BEFORE JAMS, INC. OR ITS SUCCESSOR ("JAMS"). UNLESS OTHERWISE AGREED BY THE PARTIES, ARBITRATION SHALL BE HELD IN KENTON COUNTY, KENTUCKY BEFORE A SINGLE ARBITRATOR MUTUALLY AGREED UPON BY THE PARTIES, OR IF THE PARTIES CANNOT MUTUALLY AGREE, A SINGLE ARBITRATOR APPOINTED BY JAMS, AND WILL BE CONDUCTED IN ACCORDANCE WITH THE RULES AND REGULATIONS PROMULGATED BY JAMS UNLESS SPECIFICALLY MODIFIED IN THESE TERMS. THE ARBITRATION MUST COMMENCE WITHIN FORTY-FIVE (45) DAYS OF THE DATE ON WHICH A WRITTEN DEMAND FOR ARBITRATION IS FILED. THE ARBITRATOR'S DECISION AND AWARD WILL BE MADE AND DELIVERED WITHIN SIXTY (60) DAYS OF THE CONCLUSION OF THE ARBITRATION AND WITHIN SIX (6) MONTHS OF THE SELECTION OF THE ARBITRATOR. THE ARBITRATOR WILL NOT HAVE THE POWER TO AWARD DAMAGES OF ANY SORT OR AMOUNT DISCLAIMED IN OR LIMITED BY THESE TERMS AND MAY NOT MULTIPLY ACTUAL DAMAGES OR AWARD PUNITIVE DAMAGES. THE ARBITRATOR MAY, IN HIS OR HER DISCRETION, ASSESS COSTS AND EXPENSES (INCLUDING THE LEGAL FEES AND EXPENSES OF THE PREVAILING PARTY) AGAINST ANY PARTY TO A PROCEEDING. ANY PARTY REFUSING TO COMPLY WITH AN

ORDER OF THE ARBITRATOR WILL BE LIABLE FOR COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY THE OTHER PARTY IN ENFORCING THE AWARD. NOTWITHSTANDING THE FOREGOING, IN CASE TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF OR OTHER EQUITABLE RELIEF IS APPROPRIATE, A PARTY MAY PROCEED IN COURT WITHOUT PRIOR ARBITRATION FOR THE PURPOSE OF AVOIDING IMMEDIATE AND IRREPARABLE HARM. THE PROVISIONS OF THIS ARBITRATION SECTION AND ANY AWARD RENDERED BY THE ARBITRATOR WILL BE ENFORCEABLE IN ANY COURT OF COMPETENT JURISDICTION.

Signature:

Date: 2/14/2025

A handwritten signature in black ink, appearing to read "Kathy Fernandes". The script is cursive and fluid, with the first name "Kathy" written in a larger, more prominent hand than the last name "Fernandes".

Kathy Fernandes
Chief Sales and Marketing Officer
J.W. Pepper & Son, Inc.

TERMS OF SERVICE FOR J.W. PEPPER WEBSITES AND SERVICES

These are the terms and conditions (these "Terms") of your use of jwpepper.com (the "J.W. Pepper Site"). Please read these Terms carefully before using or accessing any pages at the J.W. Pepper Site.

By accessing, browsing, or otherwise using the J.W. Pepper Site, you acknowledge and consent to these Terms, which together with the J.W. Pepper Internet Privacy Policy at <https://www.jwpepper.com/sheet-music/services-privacy.jsp> govern the relationship between J.W. Pepper & Son, Inc. ("J.W. Pepper", "we", "us" or "our") and all users of the J.W. Pepper Site and related services.

Certain areas of the J.W. Pepper Site and other web sites we or our affiliates may maintain may have their own terms of service, which govern their use. In addition, any purchases or downloads of music or other products or services provided by the J.W. Pepper Site or affiliated or related web sites may be subject to terms of sale or service. By accessing, browsing, or otherwise using those areas or functions, or purchasing music, or other products or services, you acknowledge and consent to their particular terms.

Intended Purpose

The J.W. Pepper Site is provided as a service for public visitors ("you," "your," "user" or "users"), for users' information, for their viewing of publicly available information, and to facilitate users' purchases of music (in whatever genre, form or format, including sound and/or video files, graphics, sheet music, paper, in streaming or downloadable form) and other products and services we provide from time to time (the "Intended Purpose").

Authorized Access to the J.W. Pepper Site

If a user is under the age of 18, a parent or guardian must consent to the user's registration of a user profile before access will be granted to certain areas and functions of the J.W. Pepper Site, including purchases of products and services.

Users of the J.W. Pepper Site may only access those portions of the J.W. Pepper Site made specifically available to them. Any access or attempted access to other portions or functions of the J.W. Pepper Site is strictly prohibited and may result in the imposition of civil and criminal penalties.

Authorized Use of the J.W. Pepper Site

The J.W. Pepper Site may be used solely for the Intended Purpose. All other uses of the J.W. Pepper Site are strictly prohibited. The J.W. Pepper Site may be used solely for lawful purposes. The transmission, storage, or presentation of any information, data, or material in violation of any law, rule or regulation is strictly prohibited. We will comply with all applicable laws, rules or regulations and, in the event of any conflict with these Terms, such laws, rules and regulations shall take precedence.

You agree that any information you provide to us or upload to the J.W. Pepper Site will be accurate and truthful. Any conduct by you that, in our opinion, restricts or inhibits any other user from using or enjoying the J.W. Pepper Site will not be permitted.

You agree not to impersonate any other person or entity or use any false name or use any other person's user login or password to access the J.W. Pepper Site. We reserve the right to withdraw or cancel any user logins and passwords at any time without notice and in our sole discretion. We may allocate (or refuse to allocate) a new user login and password where we have reason to believe

that any user login and password has been inappropriately disclosed, discovered, used or misused or otherwise compromised by any person, or for any other reason.

You hereby warrant that any feedback, message content or other materials you upload or transmit to us will be owned or properly licensed by you and will not adversely impact the J.W. Pepper Site or violate any rights of any third parties and that all required clearances have been obtained.

You agree that any user profiles you create may be viewed by other users of the J.W. Pepper Site; this includes any profile photo or avatar you provide. Any information you choose to display on your profile may be viewed by other members of the J.W. Pepper Site and may be used to send you unsolicited messages.

Any information that you provide to J.W. Pepper, including first name, last name, school or other organization affiliation, mailing or email address, credit card or other billing information and any other information, will be collected, maintained and used in order to provide products or services you request to you or the institution you represent, or in accordance with these Terms, our Privacy Policy, and any agreement entered into by your institution relating to the J.W. Pepper Site.

You acknowledge and agree that you will not upload or transmit to J. W. Pepper any information or material that violates or infringes, in any way, the rights of others (including their copyrights, patents, trademarks or trade secrets), or which is unlawful, threatening, abusive, defamatory, libelous, invasive of the privacy of others, violates proprietary or publicity rights, or is vulgar, obscene, profane, harassing or otherwise objectionable to us and that we may delete or block any such material, in our absolute discretion.

We take no responsibility to filter, censor, edit or regulate information and content provided by you or others on the J.W. Pepper Site, including content uploaded in interactive areas, and we neither endorse nor are responsible for (and under no circumstances shall be liable for) the contents, accuracy or reliability of such information and content. However, we reserve the right to remove or delete anything you post, disclose or otherwise offer to us by or through the J.W. Pepper Site, including email, postings, product ratings or reviews which we find offensive, abusive, infringing or undesirable for any reason in our discretion.

Framing, mirroring, scraping or data-mining of the J.W. Pepper Site or any of its contents in any form or by any method (using bots or otherwise) is strictly prohibited. You acknowledge and agree that you will not upload or transmit through the J.W. Pepper Site any information or material that could cause or introduce a software virus, denial-of-service, or other disruptive program.

The J.W. Pepper Site is designed for adult users. If you have registered a user profile on behalf of a minor (as a parent, guardian or otherwise), or otherwise authorized a minor to use your registered user login and password to access the J.W. Pepper Site, you are fully responsible for (i) the online conduct of such user; (ii) any purchases made by such user; (iii) controlling the user's access to and use of the J.W. Pepper Site; and (iv) the consequences of any use or misuse. J.W. Pepper requires that the parents or legal guardian of a minor confirm the minor's authority and affirmatively consent to the use of the J.W. Pepper Site by such minor and to any transactions the minor may initiate. J.W. Pepper reserves the right (but not the duty) to provide access to a minor's account to the minor's parents, guardian or other authorized adult, upon such adult's request consistent with applicable law.

Protection of Information

For detailed information on how we may use your information, please see our Privacy Policy at <https://www.jwpepper.com/sheet-music/services-privacy.jsp>. Ownership and Copyright

Ownership and Copyright

The J.W. Pepper Site is our property (or the property of our business partners and/or licensed to us) including brands, music and other products, prices, services and promotional programs, advertising, trademarks, audio and video, images, featured articles, surveys, applications, contests, sweepstakes, or other information and content (collectively, "Content"), each of which (whether registered or not) is protected under copyright and trademark laws and/or other laws, rules and regulations of the United States and other countries.

Specifically, the J.W. Pepper Site is copyrighted as our collective work under the copyright laws. We own the copyright in the overall design, layout, appearance, selection, coordination, arrangement and enhancement of such content, and own the rights in (or possess a license to use) the individual components of such Content. Content may not be copied, reproduced, republished, modified, uploaded, posted, transmitted or distributed in any way or decompiled, reverse engineered or disassembled. Your access to Content is not a transfer of title in any Content, and by your use of the J.W. Pepper Site, you acknowledge that you do not acquire any license, ownership or other rights to the Content or any intellectual property in or related to any such Content. J.W. Pepper does not grant any express or implied right or license to you under any patent, trademark, copyright, trade secret, or any other intellectual property displayed on, connected to, or related to the J.W. Pepper Site.

YOU RECOGNIZE AND UNDERSTAND THAT PURCHASING OR DOWNLOADING OF ANY MUSIC OR OTHER MATERIALS IN PRINTED OR ELECTRONIC FORM FROM US CONFERS ONLY THE LIMITED RIGHT TO POSSESS THE PARTICULAR COPIES OF THE MUSIC OR OTHER MATERIAL YOU PURCHASE OR DOWNLOAD, AND MAY NOT CONFER RIGHTS THAT ARE NEEDED TO PERFORM, COPY, ARRANGE, RECORD, PUBLISH, BROADCAST, DISPLAY OR DO ANYTHING ELSE WITH IT. YOU ARE SOLELY RESPONSIBLE FOR OBTAINING WHATEVER RIGHTS ARE NEEDED FOR SUCH ADDITIONAL USES.

Use or modifications of the Content without our express written authorization or the express written authorization of the copyright owner may be a violation of our copyright, trademark and other proprietary rights or the rights of others, and may violate other laws, including but not limited to, the laws of privacy and publicity and communications regulations and statutes. The use of any of our Content on any other web site without our express written authorization or the express written authorization of the copyright owner is prohibited.

We reserve the right to enforce our intellectual property rights to the fullest extent of the law including, but not limited to, recovery for any damages and any associated legal and other costs incurred by us and criminal prosecution when and where appropriate.

Ownership of Digital Products

Post-purchase access to digital products granted through the My Library service provided on the J.W. Pepper website is associated to the registration of the person (User) who initiates the purchase. In the case of a digital purchase(s) made by a User on behalf of an institution, such as a school, church or other such organization (Entity), it is the sole responsibility of the Entity to notify J.W. Pepper upon a separation of the User and Entity, so JW Pepper may transfer access to another User, in order for the purchasing Entity to maintain access to the digital product(s).

Feedback

We may provide you with a means to provide feedback, ideas, testimonials, reviews, or suggestions ("Feedback") regarding the J.W. Pepper Site. If you choose to provide Feedback to us, you agree that you retain no rights in such Feedback. J.W. Pepper shall own all rights, including intellectual property rights, thereto. You hereby assign all such rights to J.W. Pepper. By providing Feedback to us,

you warrant that such Feedback constitutes your original work and grant to us, the unlimited, perpetual right to own, use, redistribute, modify and create derivative works from such Feedback for any purpose and in any media without compensation, and you warrant that you waive all "moral rights" in such Feedback.

Disclaimers and Limitations of Liability

You acknowledge that the J.W. Pepper Site is provided "as is" and without any warranties of any kind whatsoever. Neither we, nor any of our employees or agents, warrant that the J.W. Pepper Site will be always available, or that our services will be uninterrupted, error free, or free from viruses or other harmful components. We are not responsible for and hereby disclaim any warranties, either expressed or implied, regarding the quality, accuracy, or validity of the information and/or its completeness including, but not limited to, information and advertising appearing on or linked to the J.W. Pepper Site.

WE EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Under no circumstances will J.W. Pepper, our officers, employees, directors, affiliates or subsidiaries or other third parties mentioned in, or involved in creating, producing, or delivering the J.W. Pepper Site be liable for any compensatory, direct, incidental, consequential, indirect, special or punitive damages whatsoever (including, without limitation, costs and expenses of any type incurred, lost profits, lost data or programs, and business interruption) arising out of your access to, use of, inability to use or the results or use of the J.W. Pepper Site, any web sites linked to our site, or any materials contained at any or all such sites (including, without limitation, those caused by or resulting from a failure of performance, error, omission, linking to other web sites, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure or destruction, unauthorized access to, alteration of, or use or misuse of any computer or system) whether based on warranty, contract, tort, negligence, strict liability, or any other legal theory and whether or not we were advised of the possibility of such damages. We shall have no liability or responsibility for any acts, omissions or conduct of any user or other third party.

To the extent some jurisdiction does not allow the exclusion of certain warranties, some of the above exclusions may not apply to you. In such jurisdictions you agree that J.W. Pepper's maximum liability related to the J.W. Pepper Site shall be \$100.00.

The J.W. Pepper Site may contain links to other third party websites or resources, including sources of music and other products, articles, photographs, text, graphics, pictures, designs, audio and video, information, quotes, applications, software and other content or items belonging to or originating from third parties (the "Third-Party Materials"). We do not investigate, monitor or check Third-Party Materials for safety, accuracy, appropriateness, legality, freedom from infringement, timeliness, authenticity, reliability, or completeness, and we have no control over such Third-Party Materials accessed through the J.W. Pepper Site, or for any Third-Party Materials posted on, available through or installed from the J.W. Pepper Site, including without limitation, the content, accuracy, offensiveness, appropriateness, opinions, reliability, legality, freedom from infringement, privacy practices or other policies of or contained in the Third-Party Materials. Inclusion of, linking to or permitting the use or installation of any Third-Party Materials does not imply approval or endorsement thereof by us. You acknowledge and agree that we bear no responsibility for the availability of such external sites or resources.

You assume all responsibility and risk for the use of the J.W. Pepper Site and the Internet in general. We are not responsible for any damage to your computer, mobile device or any other equipment or any corruption, unauthorized access to or loss of data that may result from your use of the J.W. Pepper Site. You assume the entire cost of all servicing, repair, correction, virus "disinfection," data recovery or reconstruction that may be necessary for your computer equipment, software and data as a result of visiting the J.W. Pepper Site. J.W. Pepper has no legal duty to update or correct information on this website or the internet in general.

J.W. Pepper has attempted to properly display the colors and proportions of our products and services shown on the J.W. Pepper Site. However, colors and proportions may not appear accurately depending on your equipment.

Billing

Users agree to provide us with accurate and complete billing information for any purchases they make, and for any areas of the J.W. Pepper Site which require fees to access, and to update this information immediately if any change occurs.

Users agree to timely pay any and all prices and fees due for purchases when due. Payments are not refundable unless agreed by J.W. Pepper.

Failure to pay will result in the suspension or termination of your use of your J.W. Pepper Site, and loss of access to any Content, Feedback or other data the user has uploaded.

Termination for Breach of These Terms or Other Reasons

J.W. Pepper may suspend or terminate your account and/or your ability to use the J.W. Pepper Site or any services on the site for failure to comply with these Terms, for providing J.W. Pepper with untrue or inaccurate information about yourself, for infringement upon J.W. Pepper's proprietary rights, or for any other reason whatsoever or for no reason.

Website Tracking

We reserve the right to monitor our systems electronically and to access and disclose any information as permitted or required by any law, regulation or other governmental request in order to operate our systems properly, to protect J.W. Pepper or our accountholders, business partners, or other constituents, or for any other reason we in good faith deem necessary.

Digital Millennium Copyright Act ("DMCA") Notice

Third Party Materials and other materials may be made available via the J.W. Pepper Site by third parties not within our control. This may include music and other products we sell that are the copyrighted works of publishers, content uploaded by users and other materials. We are under no obligation to, and do not, scan content posted or otherwise attempt to confirm that such content does not infringe. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe another party's copyright or intellectual property rights to remain on the J.W. Pepper Site. If you believe any materials on the J.W. Pepper Site infringe a copyright or other intellectual property right, you should provide us with written notice that at a minimum contains:

- A physical or electronic signature of the copyright holder or authorized representative;
- Identification of the copyrighted work you believe to be infringed. Please describe the work and, where possible, include a copy or the location, e.g., URL, of an authorized version of the work;
- Identification of the material that you claim to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit J.W. Pepper to locate the material;
- Your name, address, telephone number and, if available, e-mail address;
- A statement that you have a good faith belief that the use of the materials is not authorized by the copyright owner, its agent or the law; and
- A statement that the information that you have supplied is accurate and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.

DMCA Notices should be directed by email to: satisfaction@jwpepper.com or by mail to: J.W. Pepper & Son, Inc., 191 Sheree Blvd., Exton, PA 19341.

It is J.W. Pepper's policy to accommodate and not interfere with standard technical measures used by copyright owners to identify or protect copyrighted works that J.W. PEPPER determines are reasonable under the circumstances.

J.W. Pepper Trademarks

Logos and designs and other trademarks displayed on the J.W. Pepper Site are our trademarks unless otherwise indicated. You agree not to display or use any logo or other trademark of J.W. Pepper in any manner without our prior, written consent. Company's Right to Provide Advertisements and Promotional Materials By accepting these Terms, you agree to receive advertising, marketing materials, and other promotional communications from us. Periodic advertising and notifications from or about us and our products and services will normally be, but is not limited to, email and other electronic or other communication. If you do not wish to receive some or all e-mail marketing communications from us, unsubscribe here at any time: satisfaction@jwpepper.com.

Security Violations

You are prohibited from violating the security of any system or network comprising the J.W. Pepper Site or its products and services. Such violations may result in criminal and civil liability.

Jurisdiction

These Terms shall be governed by and construed under the substantive laws of the Commonwealth of Pennsylvania. You agree that any dispute shall be resolved by the United States District Court for the Eastern District of Pennsylvania, or the Court of Common Pleas of Chester County, Pennsylvania. Any cause of action you may have with respect to your use of the J.W. Pepper Site must be commenced within one (1) year after the claim or cause of action first arises. The J.W. Pepper Site is provided, supported and hosted in the United States and intended for use by users located only in the United States. Use of the J.W. Pepper Site is governed by United States law, and United States privacy and data security laws may differ from those of other countries. If you are using the J.W. Pepper Site from outside of the United States, please be aware that any information contained on the J.W. Pepper Site is transferred to, stored and processed in the United States. Refer to our Privacy Policy at <https://www.jwpepper.com/sheet-music/services-privacy.jsp> for more information.

No Injunctive Relief

IN NO EVENT SHALL YOU SEEK OR BE ENTITLED TO RESCISSION, INJUNCTIVE OR OTHER EQUITABLE RELIEF, OR TO ENJOIN OR RESTRAIN THE OPERATION OF THE J.W. PEPPER SITE, EXPLOITATION OF ANY ADVERTISING OR OTHER MATERIALS ISSUED IN CONNECTION THEREWITH, OR EXPLOITATION OF THE J.W. PEPPER SITE OR ANY CONTENT OR OTHER MATERIAL USED OR DISPLAYED THROUGH THE J.W. PEPPER SITE.

Arbitration

AT J.W. PEPPER'S ELECTION, ALL DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES THAT ARE NOT RESOLVED BY MUTUAL AGREEMENT MAY BE RESOLVED BY BINDING ARBITRATION TO BE CONDUCTED BEFORE JAMS, INC. OR ITS SUCCESSOR ("JAMS"). UNLESS OTHERWISE AGREED BY THE PARTIES, ARBITRATION SHALL BE HELD IN WEST CHESTER, PENNSYLVANIA BEFORE A SINGLE ARBITRATOR MUTUALLY AGREED UPON BY THE PARTIES, OR IF THE PARTIES CANNOT MUTUALLY AGREE, A SINGLE ARBITRATOR APPOINTED BY JAMS, AND WILL BE CONDUCTED IN ACCORDANCE WITH THE RULES AND REGULATIONS PROMULGATED BY JAMS UNLESS SPECIFICALLY MODIFIED IN THESE TERMS. THE ARBITRATION MUST COMMENCE WITHIN FORTY-FIVE

(45) DAYS OF THE DATE ON WHICH A WRITTEN DEMAND FOR ARBITRATION IS FILED. THE ARBITRATOR'S DECISION AND AWARD WILL BE MADE AND DELIVERED WITHIN SIXTY (60) DAYS OF THE CONCLUSION OF THE ARBITRATION AND WITHIN SIX (6) MONTHS OF THE SELECTION OF THE ARBITRATOR. THE ARBITRATOR WILL NOT HAVE THE POWER TO AWARD DAMAGES OF ANY SORT OR AMOUNT DISCLAIMED IN OR LIMITED BY THESE TERMS AND MAY NOT MULTIPLY ACTUAL DAMAGES OR AWARD PUNITIVE DAMAGES. THE ARBITRATOR MAY, IN HIS OR HER DISCRETION, ASSESS COSTS AND EXPENSES (INCLUDING THE LEGAL FEES AND EXPENSES OF THE PREVAILING PARTY) AGAINST ANY PARTY TO A PROCEEDING. ANY PARTY REFUSING TO COMPLY WITH AN ORDER OF THE ARBITRATOR WILL BE LIABLE FOR COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY THE OTHER PARTY IN ENFORCING THE AWARD. NOTWITHSTANDING THE FOREGOING, IN CASE TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF OR OTHER EQUITABLE RELIEF IS APPROPRIATE, A PARTY MAY PROCEED IN COURT WITHOUT PRIOR ARBITRATION FOR THE PURPOSE OF AVOIDING IMMEDIATE AND IRREPARABLE HARM. THE PROVISIONS OF THIS ARBITRATION SECTION AND ANY AWARD RENDERED BY THE ARBITRATOR WILL BE ENFORCEABLE IN ANY COURT OF COMPETENT JURISDICTION.

Jury Trial Waiver

UNLESS J.W. PEPPER ELECTS TO ARBITRATE THE MATTER, ANY CLAIM RELATING TO ANY CONTROVERSY INVOLVING THESE TERMS OR THE SERVICES SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY.

Class Action Waiver

ANY CLAIM MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). YOU EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN ANY CLASS ACTION IN ANY FORUM. NO ARBITRATOR OR COURT SHALL HAVE THE AUTHORITY TO COMBINE OR AGGREGATE SIMILAR CLAIMS OR CONDUCT ANY CLASS ACTION NOR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION OR COURT CASE. ANY CLAIM THAT ALL OR PART OF THIS CLASS ACTION WAIVER IS UNENFORCEABLE, UNCONSCIONABLE, VOID, OR VOIDABLE MAY BE DETERMINED ONLY BY A COURT OF COMPETENT JURISDICTION AND NOT BY AN ARBITRATOR.

Acknowledgement

YOU UNDERSTAND THAT EXCEPT FOR THESE TERMS, YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THE CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION, IF J.W. PEPPER SHOULD SO ELECT.

Waiver and Severability

The failure of J.W. Pepper to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. Some of the waivers and limitations of your rights set forth in these Terms may not be enforceable in certain jurisdictions, and therefore you may have additional rights. If any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

Changes in Terms of Service

J.W. Pepper reserves the right, at its sole discretion, to modify or replace any part of these Terms. It is your responsibility to check these Terms periodically for changes. Your continued use of or access to the J.W. Pepper Site following the posting of any changes to this agreement constitutes acceptance of those changes. Terms Effective: 2025/02/14