

GUITARIST JAMES TOMASKOVICS LLC

D/B/A JAMES TOMASKOVICS

MAY 01 2024

Terms & Conditions

Welcome to the terms and conditions ("**Terms**") for Guitarist James Tomaskovics LLC d/b/a James Tomaskovics. These Terms are between you and Guitarist James Tomaskovics LLC and/or its affiliates ("**Guitarist James Tomaskovics LLC**" or "**Us**" or "**James Tomaskovics**") and govern our respective rights and obligations. Please note that your use of the jamestomaskovics.com website and the James Tomaskovics Membership are also governed by this agreement as well as all other applicable terms, conditions, limitations, and requirements on the jamestomaskovics.com website, all of which (as changed over time) are incorporated into these Terms. If you sign up for the James Tomaskovics Membership, you ARE accepting these terms, conditions, limitations and requirements.

Membership Cancellation

You may cancel your James Tomaskovics Membership any time by visiting Your Account and adjusting your membership settings. We cannot offer refunds if you cancel your James Tomaskovics Membership before your next payment is due.

Fees and Renewal

From time to time, we may offer different James Tomaskovics Membership terms, and the fees for such James Tomaskovics Membership may vary. The James Tomaskovics Membership fee is non-refundable. Taxes may apply.

If all eligible payment methods we have on file for you are declined for payment of your James Tomaskovics Membership fee, you must provide us a new eligible payment method promptly or your James Tomaskovics Membership will be canceled. If you provide us with a new eligible payment method and are successfully charged, your new James Tomaskovics Membership period will be based on the original renewal date and not the date of the successful charge.

YOU UNDERSTAND YOUR JAMES TOMASKOVICS MEMBERSHIP WILL AUTOMATICALLY CONTINUE AND YOU AUTHORIZE US TO COLLECT THE THEN-APPLICABLE JAMES TOMASKOVICS MEMBERSHIP FEE AND ANY TAXES, USING ANY ELIGIBLE PAYMENT METHOD WE HAVE ON RECORD FOR YOU.

Agreement Changes

We may in our discretion change these Terms Conditions of Use and Privacy Notice, or any aspect of the James Tomaskovics Membership, without notice to you. If any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions.

YOUR CONTINUED JAMES TOMASKOVICS MEMBERSHIP AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR JAMES TOMASKOVICS MEMBERSHIP.

Termination by Us

We may terminate your James Tomaskovics Membership at our discretion without notice. If we do so, we will give you a prorated refund based on the number of full days remaining in your James Tomaskovics Membership. However, we will not give any refund for termination related to conduct that we determine, in our discretion, violates these Terms or any applicable law, involves fraud or misuse of the James Tomaskovics Membership, or is harmful to our interests or another user. OUR FAILURE TO INSIST UPON OR ENFORCE YOUR STRICT COMPLIANCE WITH THESE TERMS WILL NOT CONSTITUTE A WAIVER OF ANY OF OUR RIGHTS.

Limitation of Liability

IN ADDITION TO OTHER LIMITATIONS AND EXCLUSIONS , OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE LAST JAMES TOMASKOVICS MEMBERSHIP FEE YOU PAID. THIS LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR JAMES TOMASKOVICS MEMBERSHIP.

Disputes

Any dispute or claim relating in any way to these Terms or your use of jamestomaskovics.com will be adjudicated in the state or Federal courts in Sussex County, New Jersey, and you consent to exclusive jurisdiction and venue in these courts.