

These Terms and Conditions ("Terms") establish the guidelines for utilizing our instrument repair and service offerings ("Service"). By accessing or engaging with our Service, you agree to adhere to these Terms, which pertain specifically to the maintenance, repair, servicing, and associated support for musical instruments, or other equipment as specified by our company. You are advised to carefully review these Terms prior to requesting or authorizing any instrument repair or related service.

Terms and Conditions

Last updated: September 19, 2025

Please read these Terms and Conditions thoroughly before using our Service.

Interpretation and Definitions

Interpretation

Terms with an initial capital letter possess meanings defined under the conditions described below. The following definitions remain consistent regardless of whether expressed in singular or plural form.

Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** denotes an entity that directly or indirectly controls, is controlled by, or is under common control with a party—where "control" refers to ownership of at least 50% of shares, equity interest, or other voting securities regarding the election of directors or other authority figures.
- **Country** indicates Virginia, United States.
- **Company** (hereafter referred to as "the Company", "We", "Us," or "Our" within this Agreement) signifies Triple Creek Guitars LLC, located at 3208 Three Bridge Road.
- **Device** refers to any apparatus capable of accessing the Service, such as a computer, cellphone, or digital tablet.
- **Promotions** encompass contests, sweepstakes, or other promotional activities available through the Service.
- **Service** pertains to the Website.
- **Terms and Conditions** (also referred to as "Terms") comprise this comprehensive agreement between you and the Company governing use of the Service.

- **Third-party Social Media Service** designates services or content (including data, information, products, or services) provided by third parties that may be displayed, included, or made available via the Service.
- **Website** means Triple Creek Guitars, accessible at <https://triplecreekguitars.com>.

10. **You** describes the individual utilizing the Service, or the entity represented by such individual, as applicable.

Acknowledgment

These Terms and Conditions govern your use of the Service and form the agreement between you and the Company. They establish the rights and obligations of all users in relation to the Service. Accessing or using the Service constitutes acceptance of these Terms and Conditions. If you disagree with any component of these Terms, you must not access the Service.

You affirm that you are aged 18 or older; the Company does not permit individuals under 18 years of age to use the Service.

Access to and usage of the Service is also contingent upon acceptance of the Company's Privacy Policy. This policy outlines practices regarding the collection, use, and disclosure of personal information when utilizing the Application or Website, explains your privacy rights, and describes legal protections afforded to you. Please review our Privacy Policy before using the Service.

Promotions

Promotions offered through the Service may be subject to rules distinct from these Terms. Prior to participating in any Promotion, please review the applicable rules and our Privacy Policy. In the event of a conflict between Promotion rules and these Terms, the Promotion rules shall prevail.

Intellectual Property

The Service, including its original content (excluding material contributed by users), features, and functionality, remains the exclusive property of the Company and its licensors. The Service enjoys protection under copyright, trademark, and other relevant laws both domestically and internationally. Use of company trademarks and trade dress without prior written consent is prohibited.

Links to Other Websites

Our Service may contain links to external websites or services not operated or controlled by the Company. The Company bears no responsibility for the content, privacy policies, or practices of any third-party websites or services and disclaims

liability for losses or damages arising from their use. We strongly recommend reviewing the terms and privacy policies of any third-party sites visited.

Termination

We reserve the right to terminate or suspend your access at any time, without notice or liability, for any reason—including breaches of these Terms and Conditions. Upon termination, your right to utilize the Service ceases immediately.

Limitation of Liability

Regardless of damages incurred, the total liability of the Company and its suppliers under these Terms—and your sole remedy—shall be limited to the amount paid by you through the Service or \$100 USD if no purchase has been made. To the fullest extent permitted by law, neither the Company nor its suppliers shall be liable for special, incidental, indirect, or consequential damages (including—but not limited to—loss of profits, data, business interruption, personal injury, or privacy) related to the Service or associated hardware/software, even where advised of possible damages and even if a remedy fails in its essential purpose. Certain jurisdictions do not permit the exclusion or limitation of implied warranties or liability for incidental/consequential damages, so portions of these limitations may not apply. In those jurisdictions, liability will be limited to the maximum extent allowed by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided "AS IS" and "AS AVAILABLE," with all defects, and without warranty of any kind. To the greatest extent permitted, the Company, its affiliates, licensors, and service providers explicitly disclaim all warranties—express, implied, statutory, or otherwise—regarding the Service. This includes but is not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, as well as warranties arising out of conduct, performance, usage, or trade practice. The Company makes no warranty that the Service will meet requirements, achieve intended results, operate uninterrupted or error-free, or that errors will be corrected.

Additionally, the Company provides no representation or warranty as to: (i) Service operation or availability, including information, content, materials, or products on the Service; (ii) Service uptime or error status; (iii) accuracy, reliability, or timeliness of information/content provided via the Service; or (iv) freedom from viruses, malware, or other harmful components in the Service, servers, or communications. Some jurisdictions do not allow certain exclusions or limitations; where they do not, such provisions will be enforced to the extent allowed by law.

Governing Law

These Terms and your use of the Service are governed by the laws of Virginia, United States, excluding conflict of law principles. Your use of the Application may also be subject to relevant local, state, national, or international laws.

Dispute Resolution

Should you have concerns or disputes about the Service, you agree to attempt resolution informally by contacting the Company first.

For European Union (EU) Users

European Union consumers are entitled to any mandatory provisions of the law in their country of residence.

United States Legal Compliance

You represent and warrant that: (i) you are not in a country subject to U.S. government embargo, or designated as supporting terrorism by the U.S. government, and (ii) you are not listed on any U.S. government prohibited or restricted parties list.

Severability and Waiver

Severability

If any provision within these Terms is determined to be unenforceable or invalid, such provision will be adjusted and interpreted to best fulfill its objectives under applicable law. Remaining provisions shall retain full force and effect.

Waiver

Except as outlined herein, any failure to exercise a right or enforce an obligation under these Terms does not prevent subsequent exercise or enforcement, nor does waiver of breach constitute waiver of future breaches.

Translation Interpretation

Where these Terms and Conditions are translated, the English version shall prevail in case of disputes.

Changes to These Terms and Conditions

The Company reserves the right to amend or replace these Terms at its sole discretion. Where changes are material, reasonable efforts will be made to provide at least thirty (30) days' notice prior to implementation. The determination of what represents a material change resides solely with the Company.

Continued access or use of the Service following the effective date of revised Terms constitutes acceptance of those revisions. Should you not agree to the amended Terms, you should discontinue use of the website and Service.

Contact Us

For inquiries concerning these Terms and Conditions, please contact us by email at ahopkins@triplecreekguitars.com.