Privacy Policy and Terms of Use

Effective Date: November 21, 2026
Last Updated: November 21, 2026

Website Owner / Company: Kevin Aubin dba Joyful Sounds Music ("we," "us," "our," or "Company")
Website: https://www.joyful-sounds-music.com (the "Website")
Contact: Via the contact form on the Website (no personal email, phone, or home address is published)

1. Acceptance of These Terms

By accessing, browsing, or using the Website in any manner, or by submitting any information through any contact form, inquiry form, or other submission mechanism on the Website (collectively, "Contact Form"), you acknowledge that you have read, understood, and agree to be bound by these Privacy Policy and Terms of Use (the "Terms"), including the arbitration agreement and class action waiver below. If you do not agree, you must immediately cease all use of the Website and not submit any forms.

These Terms constitute a legally binding agreement between you and the Company. We recommend that you print or save a copy of these Terms for your records. Continued use of the Website after any updates constitutes acceptance of the revised Terms.

2. Terms of Use – Website Use

2.1 License and Restrictions

We grant you a limited, revocable, non-exclusive, non-transferable license to access and use the Website for personal, non-commercial purposes only, subject to these Terms. All content, text, graphics, logos, images, software, and other materials on the Website are owned by or licensed to the Company and protected by copyright, trademark, and other intellectual property laws.

You may not:

- Copy, modify, distribute, sell, or lease any part of the Website or its content.
- Reverse engineer, decompile, or attempt to extract source code.
- Use the Website for any unlawful purpose or in violation of these Terms.
- Interfere with the Website's security or operation, introduce malware, or overload systems.
- Impersonate any person or entity or misrepresent your affiliation.

2.2 Artificial Intelligence and Automated Access (AI Use Clause)

Prohibition on AI Training, Scraping, and Third-Party AI Use: You may not, and you may not permit any third party (including bots, crawlers, spiders, automated agents, scrapers, or AI systems) to access, scan, scrape, crawl, data mine, copy, download, reproduce, or otherwise use any content, materials, data, or information from the Website for the purpose of developing, training, fine-tuning, testing, validating, or otherwise contributing to or improving any machine learning model, large language model, artificial intelligence (AI) system, or similar technology, whether for commercial or non-commercial purposes.

You also may not upload, input, submit, or otherwise provide any Website content, materials, or data (including any information you receive from us or that you submit via Contact Forms) into any third-party artificial intelligence, machine learning, large language model, or similar system (including but not limited to ChatGPT, Claude, Gemini, Grok, or any other AI tool or service) for any purpose, without our prior express written consent. This includes using such tools to analyze, summarize, generate responses based on, or otherwise process our content or your submissions in ways that could train or improve those systems or create derivative works.

This prohibition applies unless your bot's user agent is (i) explicitly permitted ("allowed") in the Website's robots.txt file **and** (ii) used solely to identify bots for permitted purposes (not multi-purpose agents). Even then, use for AI training is prohibited unless we provide express prior written consent.

Our Use of AI in Creation, Management, and Data Processing: We may use artificial intelligence, machine learning models, automated tools, generative AI, and similar technologies in the creation, design, development, operation, maintenance, management, improvement, and administration of the Website, as well as in the processing, analysis, response to, storage, or handling of any data you submit (including via Contact Forms) or that we collect automatically. AI systems may read, analyze, process, and act upon submissions immediately upon or shortly after submission. This includes, without limitation, generating or assisting with content, code, responses to inquiries, analytics,

moderation, personalization, security measures, and operational decisions. You expressly consent to such use of AI with respect to the Website and any submitted or collected data.

Third-Party AI Providers – No Responsibility for Their Compliance: We do not control the artificial intelligence companies, tools, models, or services that may be used in connection with the Website, email, Contact Form submissions, or related operations (examples of current major providers include, without limitation, xAI/Grok, Anthropic, OpenAI, Microsoft, Google, DeepSeek, and others; this list is non-exhaustive and new providers may be used at any time). Those providers and their affiliates independently determine how they store, process, retain, analyze, share, or otherwise handle data under their own privacy policies, terms, and practices.

We are not responsible for the compliance (or non-compliance) of any third-party AI provider with the GDPR, UK GDPR, Florida law, U.S. law, data retention rules, or any other privacy, data protection, or retention obligations. Responsibility for those matters rests with the AI providers under applicable law and their own agreements. So long as the Company complies with its own obligations under this Privacy Policy and applicable law, any failure by a third-party AI provider to comply with GDPR, retention rules, or other legal requirements is not the Company's responsibility or liability. By using the Website or submitting information, you acknowledge and agree to the foregoing. You are encouraged to review the privacy policies and terms of any AI providers whose tools may process data in connection with the Website or your submissions.

AI Liability Waiver: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT: (A) ANY USE OF ARTIFICIAL INTELLIGENCE IN CONNECTION WITH THE WEBSITE, CONTACT FORM SUBMISSIONS, EMAIL, OR RELATED OPERATIONS IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND; (B) AI OUTPUTS, ANALYSES, AND PROCESSES MAY CONTAIN ERRORS, INACCURACIES, HALLUCINATIONS, BIASES, OR OMISSIONS AND SHOULD NOT BE RELIED UPON FOR IMPORTANT DECISIONS; (C) YOU ASSUME ALL RISKS ASSOCIATED WITH AI PROCESSING OF YOUR SUBMISSIONS OR DATA; (D) THE COMPANY IS NOT LIABLE FOR ANY DAMAGES, LOSSES, OR ISSUES ARISING FROM AI USE, AI OUTPUTS, OR THE ACTS OR OMISSIONS OF THIRD-PARTY AI PROVIDERS (INCLUDING THEIR COMPLIANCE FAILURES); AND (E) THIS WAIVER APPLIES IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY IN SECTION 2.5. YOU EXPRESSLY WAIVE AND RELEASE ANY CLAIMS AGAINST THE COMPANY TO THE EXTENT BASED ON AI-RELATED PROCESSING OR OUTPUTS, EXCEPT TO THE EXTENT SUCH WAIVER IS PROHIBITED BY LAW.

Disclaimer of Responsibility for AI-Related Issues: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY ISSUES, ERRORS,

INACCURACIES, OMISSIONS, HARMS, DAMAGES, LOSSES, BIASES, HALLUCINATIONS, SECURITY INCIDENTS, PRIVACY IMPACTS, OR OTHER PROBLEMS THAT MAY RESULT FROM THE USE OF AI IN THE CREATION, MANAGEMENT, OR OPERATION OF THE WEBSITE OR IN THE PROCESSING OR HANDLING OF ANY SUBMITTED OR COLLECTED DATA. AI outputs and processes are inherently probabilistic and may produce unexpected, incomplete, or incorrect results. Any AI-generated or AI-assisted content, responses, or decisions are provided "as is" without any warranty of accuracy, completeness, reliability, fitness for a particular purpose, or non-infringement. You acknowledge that you should not rely on AI-generated outputs for important, legal, financial, or other significant decisions, and you assume all risks associated with the use of the Website and any AI-involved features or processing.

Evolving AI, Cybersecurity, and Technology Risks (Current and Forward-Looking): Artificial intelligence capabilities, cybersecurity threats, and related technologies are rapidly evolving and may improve, change in character, or become more severe over time. This includes, without limitation, new AI models and features, increased autonomy, novel integration risks, AI-generated or AI-assisted attacks, previously unknown vulnerabilities, supply-chain risks involving AI tools or infrastructure providers, and other emerging issues that cannot be fully anticipated today.

Use of the Website and any processing involving AI is at your own risk with respect to both current and future technological developments and threats. To the maximum extent permitted by applicable law, the Company is not responsible or liable for any issues, errors, inaccuracies, security incidents, data impacts, service disruptions, or other harms that may result from current or future AI advancements, evolving cyber threats (including AI-powered attacks), third-party technology failures, or the inherent limitations and risks of internet-connected systems and AI tools.

The Company reserves the right to adopt, change, or discontinue AI tools, security measures, hosting providers, email systems, analytics, or other technologies at any time in response to evolving risks, opportunities, or operational needs, without prior individual notice (except as required by applicable law). Continued use of the Website after any such change constitutes acceptance of the updated practices. This section is intended to be forward-looking and protective as technology and threat landscapes continue to develop.

2.3 Contact Form Submissions

Submission of a Contact Form constitutes your agreement to these Terms and our Privacy Policy. You represent that all information submitted is accurate, that you have the right to provide it, and that you will not submit unlawful, harmful, defamatory, or spam content. We may refuse, ignore, or delete any

submission at our sole discretion. Submitting a form does not create any contractual obligation on our part to respond, provide services, or enter into any agreement unless separately confirmed in writing.

2.4 Disclaimer of Warranties

THE WEBSITE, ALL CONTENT, AND ANY SERVICES OR INFORMATION PROVIDED (INCLUDING VIA CONTACT FORMS OR AI TOOLS) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR UNINTERRUPTED AVAILABILITY. WE DO NOT WARRANT THAT THE WEBSITE WILL BE ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

2.5 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, DATA, GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO YOUR USE OF (OR INABILITY TO USE) THE WEBSITE, THESE TERMS, ANY CONTACT FORM SUBMISSION, OR ANY ARTIFICIAL INTELLIGENCE PROCESSING OR OUTPUTS (INCLUDING AS FURTHER SET FORTH IN THE AI LIABILITY WAIVER IN SECTION 2.2), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THE WEBSITE, THESE TERMS, OR ANY AI-RELATED PROCESSING SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU HAVE PAID US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR (B) ONE HUNDRED UNITED STATES DOLLARS ($100.00). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES; IN SUCH CASES, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE AI LIABILITY WAIVER IN SECTION 2.2 IS INCORPORATED INTO AND SUPPLEMENTS THIS LIMITATION OF LIABILITY.

2.6 Indemnification

You agree to defend, indemnify, and hold harmless the Company and its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Website; (b) your violation of these Terms; (c) any Contact Form submission or content you

provide; (d) your violation of any third-party rights or applicable law; or (e) any dispute between you and a third party.

2.7 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, without regard to its conflict of laws principles. Subject to the arbitration provision below, exclusive jurisdiction for any permitted court proceedings shall be in the state or federal courts located in the State of Florida.

2.8 Dispute Resolution – Binding Arbitration (Florida)

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

Any dispute, claim, or controversy arising out of or relating to these Terms, the Website, any Contact Form submission, or the relationship between you and the Company (including the validity, enforceability, or scope of this arbitration agreement) shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules (or Consumer Arbitration Rules if applicable and required). The arbitration shall take place in the State of Florida (venue to be determined by the arbitrator or as mutually agreed, preferably Putnam County, Florida).

Arbitration Fees and Costs: The party initiating the arbitration (the "Initiating Party" or "submitter/user") shall be solely responsible for paying all arbitration filing fees, administrative fees, arbitrator fees, and related costs. If applicable law prohibits requiring a consumer/user to pay all such fees, then the parties shall share the fees equally, **provided that** if the arbitrator determines that the user/claimant is the non-prevailing party (or decides against the user), the user shall reimburse the Company for the Company's entire share of all arbitration fees, costs, and expenses, including reasonable attorneys' fees and costs incurred by the Company in connection with the arbitration.

Class Action Waiver: YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate more than one person's claims and may not preside over any form of class or representative proceeding.

Waiver of Jury Trial: By agreeing to arbitration, you and the Company waive any right to a jury trial.

Exceptions: Either party may seek temporary or preliminary injunctive relief in a court of competent jurisdiction in Florida to protect intellectual property or prevent irreparable harm pending arbitration. Small claims court actions (if within jurisdictional limits) may be brought in Florida if the claim qualifies.

This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and Florida law. It survives termination of these Terms.

Important Note on Enforceability: For this clause to be binding, present the Terms conspicuously (ideally via clickwrap on forms and clear notice on the Website). Courts in Florida and the Eleventh Circuit scrutinize browsewrap agreements carefully.

2.9 Termination

We may suspend or terminate your access to the Website at any time, with or without cause or notice, for any reason, including violation of these Terms.

2.10 Miscellaneous (Boilerplate)

Entire Agreement. These Terms constitute the entire agreement between you and the Company regarding the subject matter hereof and supersede all prior or contemporaneous understandings, agreements, representations, and warranties, both written and oral.

Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. If the arbitration agreement or class action waiver is held unenforceable as to a particular claim, that claim shall be severed and the remainder of the arbitration agreement and these Terms shall remain in effect. The parties agree that the arbitration clause is severable from the rest of these Terms.

Waiver. No waiver of any term or condition shall be deemed a further or continuing waiver of such term or any other term. Our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Assignment. You may not assign or transfer these Terms or any rights hereunder without our prior written consent. We may assign these Terms freely, including to an affiliate or in connection with a merger, acquisition, or sale of assets. Any attempted assignment in violation of this section is void.

No Third-Party Beneficiaries. These Terms do not create any third-party beneficiary rights in any person or entity other than the parties.

Relationship of the Parties. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and the Company. You have no authority to bind the Company.

Force Majeure. The Company shall not be liable for any failure or delay in performance, or for any damages, losses, or issues, due to causes beyond its reasonable control. This includes, without limitation: acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, strikes, shortages of transportation, facilities, fuel, energy, labor, or materials; failures, outages, security incidents, or changes in practices of third-party hosting providers (including Wix or any successor), email providers (including Gmail/Google or any successor), payment processors, analytics providers, or AI tools and services; telecommunications or internet failures; and evolving or new technological risks, including advancements in artificial intelligence, new or worsening cyber threats, AI-powered attacks, novel vulnerabilities, zero-day exploits, supply-chain compromises involving AI or technology providers, and other emerging risks arising from the rapid development of AI and cybersecurity landscapes. Any such event, whether currently known or arising in the future, constitutes a force majeure event to the maximum extent permitted by law.

Notices. Notices to the Company must be sent to the contact information provided in these Terms. Notices to you may be sent to the email address associated with your Contact Form submission or any other email you provide. Electronic notices are deemed given when sent.

Electronic Communications. You consent to receive communications from us electronically (email or through the Website). You agree that all agreements, notices, disclosures, and other communications that we provide electronically satisfy any legal requirement that such communications be in writing.

User Content License. By submitting any content, information, text, files, or other materials via a Contact Form or otherwise (“User Content”), you grant the Company a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, reproduce, modify, adapt, publish, and display such User Content solely for the purposes of responding to your inquiry, operating and improving the Website, and as otherwise described in these Terms. You represent that you have all rights necessary to grant this license and that your User Content does not violate any third-party rights or applicable law.

No Professional Advice. The Website, any content, and any responses (including AI-generated or AI-assisted responses) are for general informational purposes only and do not constitute professional, legal, financial, medical, or other advice. You should not rely on them. Consult a qualified professional for advice specific to your situation.

Construction. These Terms shall be construed without regard to any presumption or rule requiring construction against the drafter. Section headings are for convenience only and do not affect interpretation.

Export and Compliance. You agree to comply with all applicable laws in your use of the Website.

Headings. Headings are for convenience only and shall not affect the interpretation of these Terms.

2.11 Survivability

The following provisions shall survive the termination, expiration, or cancellation of these Terms, your access to the Website, or the end of any relationship between you and the Company, and shall continue in full force and effect to the maximum extent permitted by applicable law in the United States, the State of Florida, the European Union, the United Kingdom, and any other relevant jurisdiction:

- Intellectual property ownership and restrictions (Section 2.1)
- Artificial Intelligence and Automated Access prohibitions and related rights (Section 2.2)
- Disclaimer of Warranties (Section 2.4)
- Limitation of Liability (Section 2.5)
- Indemnification (Section 2.6)
- Governing Law (Section 2.7)
- Dispute Resolution – Binding Arbitration, including the class action waiver, fee allocation, and related provisions (Section 2.8)
- Limitations on Time to Bring Claims (Section 2.12)
- Miscellaneous boilerplate provisions that by their nature should survive (including Force Majeure, Severability, User Content License, No Professional Advice, and related protective clauses in Section 2.10)
- Any other provisions that by their nature should survive (including privacy-related obligations and record-keeping to the extent they remain applicable)

These surviving provisions apply regardless of the reason for termination and are intended to provide maximum ongoing protection to the Company under U.S., Florida, EU, and UK law.

2.12 Limitations on Time to Bring Claims

To the maximum extent permitted by applicable law, any claim, action, or proceeding arising out of or relating to these Terms, the Website, any Contact Form submission, or your relationship with the Company must be commenced within five (5) years after the claim accrues (the statutory minimum under Florida law for actions on a written contract, Fla. Stat. § 95.11(2)(b); shorter contractual periods are void under Fla. Stat. § 95.03). This period applies to both court actions (where permitted) and demands for arbitration. Failure to commence within this period forever bars the claim. This provision is intended to be protective of the Company and is subject to any mandatory longer periods under overriding U.S., Florida, or other applicable law.

3. Privacy Policy

3.1 Information We Collect

We collect limited information to operate the Website and respond to inquiries:

- **Contact Form Data:** Name, email address, telephone number (if provided), message content, and any other information you voluntarily submit.
- **Automatically Collected Data:** IP address, browser type, device information, operating system, referring URLs, pages visited, time and date of access, and similar technical data via server logs and cookies.
- **Cookies and Similar Technologies:** See Section 3.4 below.

We do not require account creation for basic Website use and do not sell personal information.

3.2 How We Use Information

We use the information for:

- Responding to Contact Form inquiries and providing requested information or services.
- Operating, maintaining, and improving the Website.
- Analyzing usage trends (including via analytics tools).
- Detecting and preventing fraud, abuse, or security issues.

- Complying with legal obligations.
- As otherwise described in these Terms or with your consent.

For Contact Form submissions specifically: Data is used solely to review and respond to your inquiry. We retain it in accordance with the retention schedule in Section 3.8 (generally for the duration of any ongoing relationship plus the longer of 180 calendar days or 5 years + 30 calendar days after resolution, or longer if required by applicable law).

3.3 Legal Bases for Processing (GDPR / UK GDPR)

For individuals in the European Economic Area (EEA), United Kingdom (UK), or Switzerland:

- **Consent:** For non-essential cookies and certain processing where we seek explicit consent.
- **Legitimate Interests:** For operating the Website, responding to inquiries, security, and analytics (where permitted), balanced against your rights.
- **Contractual Necessity:** If responding to a Contact Form inquiry involves steps toward a potential contract.
- **Legal Obligation:** Where required by law.

3.4 Cookies and Tracking Technologies

We use cookies and similar technologies (pixels, local storage, etc.).

Categories:

- **Strictly Necessary:** Required for the Website to function (e.g., security, load balancing, form functionality). These do not require consent.
- **Analytics / Performance:** Help us understand how visitors use the Website (e.g., page views, session duration) so we can improve it. In the UK (under the Data (Use and Access) Act 2025 / PECR amendments effective February 2026), certain first-party analytics used solely for statistical purposes to improve the service may be used without prior consent if we provide clear information and an easy, free way to object. In the EU (under GDPR and ePrivacy Directive), consent is generally required for non-essential analytics cookies.
- **Functional / Preferences:** Remember settings (e.g., language, display preferences). Similar rules apply as above.

- **Marketing / Advertising / Tracking:** Used for targeted advertising or cross-site tracking. These require prior consent in both the EU and UK. We do not use these unless we implement a compliant consent mechanism and you opt in.

Consent and Management:

- For EU users: Non-essential cookies require affirmative, freely given, specific, informed, and unambiguous consent (opt-in) before being set. You can withdraw consent at any time.
- For UK users: Consent is required for advertising/tracking cookies. For qualifying analytics or preference cookies under the 2026 PECR exceptions, we provide clear information and a simple opt-out mechanism.
- You can manage cookies via your browser settings (most browsers allow blocking or deleting cookies) or via any cookie consent banner/tool we implement on the Website.
- Blocking certain cookies may affect Website functionality.

We recommend using a reputable Consent Management Platform (CMP) that supports geo-targeting for EU vs. UK vs. other users, maintains records of consent, and allows easy withdrawal.

Third-Party Cookies and Tools: We may use services provided by our hosting provider (currently Wix or any successor), analytics tools, email providers (currently Gmail/Google Workspace or any successor), and other third parties. These providers may set their own cookies or similar technologies and process data under their own privacy policies. Their practices are outside our control.

3.5 Sharing of Information

We do not sell, rent, or trade your personal information. We may share limited information with:

- **Service providers and processors** who assist us in operating the Website, processing Contact Form submissions, providing hosting, email delivery, analytics, security, or other operational functions. These parties are contractually required to protect the information and use it only as directed by us.
- **Payment processors and financial service providers** (if and when you make any payments or we process transactions through the Website or related services). Examples may include companies such as Stripe, PayPal, or similar providers. They process payment data under their own privacy policies and PCI-DSS standards as applicable.

- **Affiliates**: Our current and future parent companies, subsidiaries, affiliates, and related entities, solely for operational, administrative, or service-related purposes consistent with this Privacy Policy. (Note: The Company currently has no affiliates but may in the future.)
- Legal authorities, regulators, or third parties if required by law, court order, subpoena, or to protect the rights, property, or safety of the Company, users, or the public.
- Successors or acquirers in the event of a merger, acquisition, reorganization, bankruptcy, or sale of assets (with notice to you where required by law).

We require appropriate safeguards (including data processing agreements where applicable under GDPR/UK GDPR) with all third parties that receive personal information.

3.6 International Data Transfers

Data may be processed and stored in the United States or other countries. By using the Website or submitting information, you consent to the transfer of your data to the United States and to processing there. For EEA/UK data, we rely on appropriate safeguards such as Standard Contractual Clauses (SCCs), adequacy decisions, or other lawful mechanisms under GDPR / UK GDPR where required.

3.7 Your Rights

Depending on your location:

- **EEA / UK (GDPR / UK GDPR):** Right of access, rectification, erasure ("right to be forgotten"), restriction of processing, data portability, objection to processing (including for legitimate interests or direct marketing), and withdrawal of consent. You may also lodge a complaint with a supervisory authority (e.g., your local DPA or the UK Information Commissioner's Office – ICO).
- **Other jurisdictions:** Rights may vary. Florida residents may have certain rights under applicable laws (note: the Florida Digital Bill of Rights primarily applies to very large companies meeting specific revenue and business thresholds).

To exercise rights, contact us at the contact form on the Website. We will respond within the timeframes required by applicable law (generally 30 days under GDPR/UK GDPR, subject to extensions). We may need to verify your identity.

3.8 Data Retention, Record-Keeping, and Security

We retain personal information only as long as necessary for the purposes described in this Privacy Policy or as required by applicable law, whichever is longer.

Retention Schedule:

- While you are an active client or ongoing inquiry: retained for the duration of the relationship or as needed to respond to and manage the inquiry.
- After the end of the client relationship, resolution of the inquiry, or last relevant interaction: retained for the longer of (a) one hundred eighty (180) calendar days or (b) five (5) years plus thirty (30) calendar days (aligned with the contractual limitations period under Florida law plus a short buffer).
- Overall, we retain records for the longest applicable period required under Florida law, other U.S. law, or (if the data subject is located in or the processing is subject to) EU/UK law (including GDPR/UK GDPR accountability and legal claims periods), or any other overriding law that may apply based on the client's location or the nature of the data. Records of consents, form submissions, agreements to these Terms, and related evidence are retained at least as long as needed to demonstrate compliance, enforce these Terms (including arbitration), or defend claims, whichever is longer under the applicable jurisdiction's rules (FL primary, with U.S. and EU/UK considered as potentially overriding where relevant).
- Certain records may be retained longer where required by tax, accounting, legal hold, litigation, or other legal obligations, even if the privacy retention period above has expired.

Third-Party Hosting, Email, Analytics, and Processors: The Website is currently hosted on Wix (or any successor or alternative hosting provider we may use). Email is currently handled via Gmail / Google Workspace (or any successor or alternative email provider). We may also use analytics tools, future payment processors (e.g., Stripe, PayPal, or similar), and other service providers. These third parties collect, process, store, and handle data under their own privacy policies, terms, and security practices. **We are not responsible or liable for what these third parties collect, how they process data, their security measures, any data breaches or incidents on their systems, their retention practices, or any other aspect of their operations.** You should review their respective privacy policies. Our responsibility is limited to the data under our direct control and to requiring reasonable contractual protections where feasible.

Data Breach Notification. In the event of a data breach affecting personal information under our control, we will provide notice as required by applicable law, including the Florida Information

Protection Act (FIPA) where applicable, and other U.S. or EU/UK requirements that may apply based on the individuals affected.

3.9 Children's Privacy and Florida Age-Related Rules

The Website is not directed to children under the age of 13 (or under 16 in certain EEA countries). We do not knowingly collect personal information from children under 13. If we learn that we have collected personal information from a child under 13 without verifiable parental consent (where required by COPPA or similar laws), we will delete it promptly.

Florida-specific considerations: Florida law includes protections for children in online spaces (e.g., Fla. Stat. § 501.1735 regarding online platforms predominantly accessed by children under 18) and age-related rules under HB 3 / related statutes primarily targeting social media platforms (prohibiting accounts for under-14s and requiring parental consent for 14-15 year olds on covered platforms) and certain commercial sites with a substantial portion of material harmful to minors (age verification requirements). This Website is a general informational/business site with contact forms and is not a social media platform, online game, or site with a substantial portion of material harmful to minors. Accordingly, the more stringent Florida age-verification and platform restrictions are not believed to apply. We do not knowingly allow children under 18 to submit forms or use the site in a manner that would trigger such rules. If you are a parent or guardian and believe your child has provided information, please contact us. We will take appropriate steps consistent with applicable Florida, U.S. (COPPA), and EU/UK laws.

3.10 Changes to This Policy

We may update, revise, or replace these Terms and Privacy Policy at any time, for any reason, including but not limited to evolving technology, AI advancements, new or changing cyber threats, operational needs, legal developments, or any other reason, with or without prior individual notice (except where individual notice is required by applicable law).

Updated versions will be posted on the Website with a revised "Last Updated" date and/or a change notice. It is your responsibility (as a user, client, submitter, or visitor) to review the current version of these Terms periodically. Continued access to or use of the Website, or submission of any Contact Form, after an updated version is posted constitutes your acceptance of the revised Terms.

We are not obligated to notify you individually of every change or update, except to the extent required by applicable Florida, U.S., EU/UK, or other law. This right to modify applies to all provisions,

including those addressing AI use, cybersecurity, force majeure, retention, and dispute resolution.

3.11 Contact Us

For questions about these Terms, the Privacy Policy, data practices, or to exercise rights, please use the contact form on the Website. Select the appropriate subject from the dropdown (New Client, Inquiry, Complaint, or Other) so we can route your message.

Kevin Aubin dba Joyful Sounds Music
Contact: Website contact form only

For EU/UK data protection inquiries, you may also contact the relevant supervisory authority.

End of Privacy Policy and Terms of Use