

## Terms of Use

Last updated: [04/05/20]

We are Avora Now Limited, and we own and operate this **website**.

In these Terms of Use,

- The agreement means the agreement containing these Terms of use;
- Parties mean the Musicspace and the customer, and Party shall mean either one of them;
- We, Us, and Our means Musicspace, owned by Avora Now Limited;
- You mean the customer;
- Service means the provision of copyright protection by registering through this website.

Your use of this website is subject to these Terms of Use. By using this website, you will be deemed to have accepted and agreed to be bound by these Terms of Use. We may make changes to these Terms of Use from time to time. We may notify you of such changes by any reasonable means, including by posting the revised version of these Terms of Use on this website. You can determine when we last changed these Terms of Use by referring to the 'Last updated' statement above. Your use of this website following changes to these Terms of Use will constitute your acceptance of those changes.

You are responsible for all access to this website using your Internet connection, even if the access is by another person.

We reserve the right to restrict your access to this website or part of it. Access to restricted areas of this website may be subject to registration and other conditions. If we permit you to access a restricted area, we may withdraw that permission at any time (including where you breach any of these Terms of Use).

We will use reasonable efforts to ensure that this website is available at all times. However, we cannot guarantee that this website or any individual function or feature of this website will always be available and/or error-free. In particular, this website may be unavailable during periods when we are implementing upgrades to or carrying out essential maintenance on this website.

The intellectual property rights in this website and all of the text, pictures, videos, and other content made available on it by us are owned by us and our licensors. You may not print or otherwise make copies of any such content without our express prior permission. The intellectual property rights in the content uploaded by you are owned by you unless disputed by a third party

through a notice or in a court of law. In that instance, we may withdraw your rights to the uploaded content.

We provide this website on an 'as is' basis and make no representations as to the quality, completeness, or accuracy of any content made available on this website. To the maximum extent permitted by law, we expressly exclude:

- all conditions, warranties and other terms that might otherwise be implied by law into these Terms of Use;
- all conditions, warranties, and other terms that apply to our affiliates, and third parties; and
- any and all liability to you, whether arising under these Terms of Use or otherwise in connection with your use of this website.

The foregoing is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. Notwithstanding the foregoing, nothing in these Terms of Use is intended to exclude or limit any liability that may not by law be excluded or limited, and in particular, none of the exclusions and limitations in this clause are intended to limit any rights you may have as a customer under local law or other statutory rights which may not be excluded.

Your permission to use this website is personal to you and non-transferable, and you may not use this website for commercial purposes. Your use of this website is conditional on your compliance with the rules of conduct set forth in these Terms of Use and you agree that you will not:

- use this website for any fraudulent or unlawful purpose;
- use this website to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;
- impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with this website; or express or imply that we endorse any statement you make;
- interfere with or disrupt the operation of this website or the servers or networks used to make this website available; or violate any requirements, procedures, policies or regulations of such networks;
- transmit or otherwise make available in connection with this website any virus, worm, Trojan horse or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment;

- reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to this website;
- modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of this website. If you wish to reverse engineer any part of this website to create an interoperable program you must contact us, and we may provide interface data subject to verification of your identity and other information;
- remove any copyright, trademark or other proprietary rights notice from this website or materials originating from this website;
- frame or mirror any part of this website without our express prior written consent;
- create a database by systematically downloading and storing Site content;
- use any manual or automatic device in any way to gather Site content or reproduce or circumvent the navigational structure or presentation of this website without our express prior written consent. Notwithstanding the foregoing, we grant the operators of public online search engines limited permission to use search retrieval applications to reproduce materials from this website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of such materials solely in connection with each operator's public online search service.

We reserve the right to revoke these exceptions either generally or in specific instances.

The prices payable for the service of copyright protection that you order are as set out on our website and the prices are non-refundable. All amounts stated are exclusive of VAT and any other applicable taxes, which shall be charged in addition at the rate in force at the time you are required to make payment.

Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of business or goodwill.

You shall indemnify and hold us harmless against all Claims and Losses arising from loss, damage, liability, by our agents, employees and third parties, infringement of third-party intellectual property, or third-party losses or liability by reason of the provided services within or without the scope of this Agreement.

'Claims' shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and 'Losses' shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.

This website may provide links to other websites and online resources. We are not responsible for and do not endorse such external sites or resources. Your use of third-party websites and resources is at your own risk.

You may create a link to this Site, provided that:

- the link is fair and legal and is not presented in a way that is:
  - o misleading or could suggest any type of association, approval or endorsement by us that does not exist, or
  - o harmful to our reputation or the reputation of any of our affiliates;
- you retain the legal right and technical ability to immediately remove the link at any time, following a request by us to do so;
- the link will not cause this website or any content on this Site to be:
  - o embedded in or 'framed' by any other **website**, or
  - o otherwise displayed in a way different to the way originally intended by us.

We reserve the right to require you to immediately remove any link to this website at any time and you shall immediately comply with any request by us to remove any such link.

Unless otherwise expressly stated in these terms of use, all notices from you to us must be in writing and sent to our email address at [support@avoranow.com](mailto:support@avoranow.com) and all notices from us to you will be displayed on our website from to time.

If any part of these terms of use is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

In this Agreement, unless the context otherwise requires:

- words importing any gender include every gender;
- words importing the singular number include the plural number and vice versa;
- words importing persons include firms, companies and corporations and vice versa;
- any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

- where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'; and
- where the phrase is to a 'private limited company' it shall be understood as including a limited liability partnership.

We may collect and use information about you in accordance with our privacy policy. You can view a copy of this policy by visiting step 3 of the MusicSpace protect upload wizard (protect new work > enter your details > upload files > See terms and conditions + privacy policy before paying).

These Terms of Use are effective until terminated. We may, at any time and for any reason, terminate your access to or use of this website. If we terminate your access to this website, you will not have the right to bring claims against us or our affiliates with respect to such termination. We and our affiliates shall not be liable for any termination of your access to this website.

These Terms of Use will be governed by and construed in accordance with the laws of England, and the courts of England will have non-exclusive jurisdiction over any claim or dispute arising under or in connection with these Terms of Use.