

# Abbey Road Online Mixing Terms & Conditions Of Use

This website ("Website") is the property of and is operated by VIRGIN RECORDS LIMITED trading as ABBEY ROAD STUDIOS. References to "Abbey Road Studios", "Abbey Road", "ABBEY ROAD ONLINE MIXING", "we", "us" or "our" shall also be deemed to be references to VIRGIN RECORDS LIMITED or its wholly owned and controlled affiliates.

## 1. ACCEPTANCE OF TERMS

1.1 Access and Acceptance: Your access to and use of this website (Website") and the services referred to in Section 2 below ("Services") is subject to these terms and conditions. By accessing and or using the Website and or Services you signify that you have read the following terms and conditions and accept and agree to be bound by them, whether or not you register with Abbey Road ("Agreement"). Where applicable under law, these terms and conditions constitute a 'writing signed by you'. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MUST CEASE USING THE WEBSITE/ SERVICES.

1.2 Right to Amend Terms: We reserve the right at our sole discretion to change, modify, add or delete portions of these terms and conditions at any time without further notice. If we do this, we will post the changes to these terms and conditions on this page and will indicate the effective date at the top. If you do not agree to (or cannot comply with) the Agreement as amended, your only remedy is to stop using the Website/Services.

## 2. THE SERVICES

2.1 Services: The Website offers digital mixing services in various formats for cd production ("Services") such formats include digital and physical products and may vary from time to time ("Products").

## 3. AGE RESTRICTION

3.1 You must be at least 18 years of age to register and use the Services.

3.2 Children under the age of 13 years of age may not access or use the Website. If you are under 18 years of age but over 13 years of age you may use this Website only with the consent and supervision of a parent or guardian.

## 4. USE OF THE WEBSITE AND SERVICES

4.1 You are solely responsible for any audio files, data, text and information submitted by you (the "Materials").

4.2 You agree not to

(a) use the Website or Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;

(b) use this Website or any of the Services to submit, upload, display, transmit, disseminate or otherwise use any Materials that are false and/or defamatory, inaccurate, abusive, vulgar, obscene, profane, hateful, harassing, sexually oriented, threatening, invasive of anyone's privacy, or violates any law;

(c) threaten, abuse, disrupt, stalk or otherwise violate the legal rights of others;

(d) upload, post or disseminate any information or Material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party or infringes any intellectual property law or other applicable law;

(e) restrict or inhibit any other user from using and enjoying the Website or any of the Services;

(f) use the Website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Service;

(g) transmit any Materials, information or software that contains a virus, worm, timebomb, cancelbot, trojan horse or other harmful, disruptive, or deleterious component;

(h) you will not utilize any robot, spider, site search/retrieval application, or any other manual or automated technique to scrape, index, data mine, etc., or in any way reproduce or circumvent the navigational structure or presentation of the Website, the Services, or the contents of such Website or Services;

(i) impersonate any other individual or entity in connection with your use of this Website or any of the Services;

(j) use the Services to distribute files illegally or violate the rights of others to copy and distribute protected work.

4.3 You further agree, represent and warrant that

(a) you solely own or otherwise control all of the rights to the Material that you submit to the Website and that you are not prohibited from submitting the Materials to Abbey Road Studios by any other agreement or obligation;

(b) all information and details you provide is accurate, complete and current;

(c) if you are not a consumer, you confirm that you have the authority to bind any business on whose behalf you use the Website/Services.

In addition, you acknowledge that by using this Website and/or the Services, you are not submitting Materials for the purpose of consideration by any music label associated with or affiliated with Abbey Road Studios and your Materials will not be reviewed for purposes of submission to any label.

## 5. USER REGISTRATION AND ACCOUNT

5.1 User Account: You are required to complete the registration process in order to open an account to use the Services and to purchase Products. Such process requires the provision of certain information by you and the registration of a username and password. You are responsible for maintaining the confidentiality of the username and password. You are fully responsible for any unauthorised person's use of the Website/Services, including all financial charges and legal liability that he or she may incur. We recommend that you change your password from time to time for additional security.

5.2 Unauthorised Access: You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security. In no event will we be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and or password. You may not use another person's account at any time.

5.3 Account Deletion In the sole discretion of Abbey Road and at any time with or without prior notice, Abbey Road may purge any and all of its files associated with your account and your Materials. As a result, it is your responsibility to keep a copy(ies) of the original and mixed files and or Materials. If you request an additional copy of your mixed file from Abbey Road Studios, we may not be able to provide one for you, and you release Abbey Road Studios, Abbey Road and its affiliates from any related liability in connection therewith.

## 6. PRICING, TAXES AND COMMENCEMENT OF SERVICES

6.1 Pricing: The prices set out on the Website exclude VAT. We will charge you VAT at the prevailing UK rate in the event that you do not supply a valid EU VAT number. You agree to pay all charges, including postage, shipping and handling charges at the prices in effect when such charges are incurred. You are solely responsible for paying any applicable taxes relating to your purchases.

6.2 Payment Payments hereunder to Abbey Road must be by debit or credit card. Abbey Road's merchant SECpay will not charge your credit card until your Materials have been successfully uploaded and you have confirmed the details required for your project, following which we will then take payment prior to the mixing commencing.

6.3 Commencement of Services: You give Abbey Road permission to commence the performance of its Services prior to the expiry of any "cooling off" period which might otherwise apply following your receipt of the recorded tracks submitted to Abbey Road. Abbey Road does not provide any refunds subsequent to work commencing on mixing projects.

6.4 Revisions Abbey Road will provide one (1) set of revisions free of charge to downloaded Materials

upon written request.

#### 7. TRADEMARK AND COPYRIGHT INFORMATION

All material on this website, including, but not limited to text, data, graphics, logos, button icons, images, audio clips, video clips, links, digital downloads, data compilations, and software is owned, controlled by, or licensed to ABBEY ROAD and is protected by copyright, trademark and other intellectual property rights. Material on this website is made available solely for your personal, non-commercial use and may not be copied, reproduced, republished, modified, uploaded, posted, transmitted or distributed in any way, including by email or other electronic means, without the express prior written consent of Abbey Road in each instance. You may download material intentionally made available for downloading from this website for your personal, non-commercial use only, provided that you keep intact any and all copyright and other proprietary notices that may appear on such materials.

#### 8. ABBEY ROAD CREDIT

We hereby give you permission and you agree to include the following credit in relation to any CD or other record that has been mixed by the Abbey Road Studios Online Mixing Service and released to the public by you:

Mixed by the Abbey Road Studios Online Mixing Services

[www.abbeyroadonlinemixing.com](http://www.abbeyroadonlinemixing.com)

Such credit shall be included in a suitable place in the inner sleeve liner notes of the CD or record and shall be in the same size, typeface and font as any other similar information included in such liner notes. For the avoidance of doubt, we do not grant you any permission to use the Abbey Road and/or the Service's name(s), logo(s) and/or brand(s) and/or the name of our individual mixing engineer in any way, save as set out above.

#### 9. GRANT OF LICENCE

You hereby grant Abbey Road and its affiliates a non-exclusive, royalty-free, fully paid up, perpetual, irrevocable and fully sub-licensable right and license to reproduce, modify, adapt, publish, translate, create derivative works from, distribute, display and otherwise use the Materials you provide throughout the world in any media for the purpose of promoting the Abbey Road Studios and the Services.

#### 10. PRIVACY

We are committed to protecting your privacy. We will only use the information that we collect about you lawfully. Please refer to our privacy policy.

#### 11. ARCHIVING

Abbey Road makes no representation or warranty that it shall retain any Materials once the requested work has been completed and the relevant Materials downloaded by you and therefore cannot be held responsible for any partial or complete loss of any Materials. Without prejudice to the foregoing, you give Abbey Road permission to retain and/or archive copies of Materials for a period of up to three (3) months following the download of the relevant completed Materials by you.

#### 12. EQUIPMENT

Without limiting any provision herein, we make no warranty that any particular computer, portable device or other hardware will be compatible with the Website Products and Services. It is your sole responsibility to ensure that your playback system(s) will function correctly.

#### 13. EXCLUSION OF WARRANTIES

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE WEBSITE PRODUCTS AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO REPRESENTATIONS OR

WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS WEBSITE AND THE SERVICES.

#### 14. LIMITATION OF LIABILITY

14.1 Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law.

14.2 SUBJECT TO CLAUSE 13.1, 13.3, 13.4 AND TO THE FULL EXTENT PERMITTED BY LAW, ABBEY ROAD AND ITS AFFILIATES ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THIS WEBSITE, THE PRODUCTS, THE SERVICES, OR YOUR USE THEREOF. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ABBEY ROAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. ABBEY ROAD DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVERS THAT MAKE THEM AVAILABLE, ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ABBEY ROAD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITE OR THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE. YOU (AND NOT ABBEY ROAD) ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR, OR CORRECTION OF ANY SUCH MATERIALS.

14.3 Notwithstanding any other provision of this Agreement, you and Abbey Road hereby agree that the maximum aggregate liability of Abbey Road to you for any claims arising from or related to the Services whether in contract, tort or otherwise, shall be limited to an amount equal to the respective fee paid by you.

14.4 If you are a consumer this Section 13 does not affect your statutory rights.

#### 15. TERMINATION

We have the right to terminate your access to any or all of the Website/Services at anytime.

#### 16. VOID WHERE PROHIBITED

Although this website is accessible worldwide, not all Products or Services discussed or referenced on this website are available to all persons or in all geographic locations. We reserve the right to limit, in its sole discretion, the provision and quantity of any product or service to any person or geographic area it so desires. Any offer for any Product or Service made on this Website is void where prohibited.

#### 17. INDEMNIFICATION

You remain solely responsible for the Materials and you agree to indemnify, defend and hold harmless Abbey Road Studios and Virgin Records Limited their parents, affiliates, officers, directors, employees and agents from and against all claims, judgments, losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from any violation or alleged violation by you of this Agreement, including, but not limited to your transmission of the Materials and Abbey Road's use of Materials in connection with the Services and as set forth herein. Abbey Road reserves the right to assume and control the exclusive defence of any matter subject to indemnification by you.

#### 18. MISCELLANEOUS PROVISIONS

18.1 Governing Law This Agreement and claims directly or indirectly arising out of this Agreement shall be governed by and construed in accordance with the laws of England and each party consents

to the exclusive jurisdiction of the English Courts for the adjudication of any disputes arising out of or related to this Agreement.

18.2 Severability If any provision or term of this Agreement, not being of a fundamental nature, is held to be invalid, illegal or unenforceable: (a) the validity, legality and enforceability of the remainder of this Agreement shall not be affected; and (b) with respect to a particular jurisdiction, the applicable provision shall not be affected in any other jurisdiction. Each provision of this Agreement is hereby declared to be separate, severable and distinct.

18.3 Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties with respect to the subject matter of this Agreement are expressly cancelled.

18.4 Relationship between the Parties: There is no joint venture, partnership, agency or fiduciary relationship existing between the parties, and the parties do not intend to create any such relationship by this Agreement.

18.5 No Third Party Beneficiaries: Nothing in this Agreement is intended to give nor gives any person (whether natural or legal) who is not a party to it, any rights under the Contracts (Rights of Third Parties) Act 1999, to enforce any of its provisions..

18.6 Force Majeure: We will not be held responsible for any delay or failure to comply with our obligations under this Agreement if the delay or failure arises from any cause which is beyond our reasonable control. This does not affect your statutory rights.

18.7 Abbey Road reserves the right to modify or cease operations of the Services at any time without notice.