

TERMS AND CONDITIONS

We can confirm that the website <https://audio-maze.com/> is trading from the UK and its legal terms including its privacy policy are in compliance with the laws of the UK.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

1. Who we are and how to contact us:

- 1.1. <https://audio-maze.com/> (our 'Site') is operated by Audio Maze Limited ('we', 'us', or 'our').
- 1.2. Audio Maze Limited, a company incorporated in *England and Wales* under number whose registered office is at The Oakley, Kidderminster Road, Droitwich, Worcestershire, United Kingdom, WR9 9AY
- 1.3. To contact us please complete our contact form on the "contact" page of our Site.

2. By using our Site you accept these terms:

By using our Site you agree to accept and comply with these terms of use. You must not use this Site if you do not agree to these terms. We recommend that you keep a copy of these terms for future reference.

3. There are other terms that may apply to you:

- 3.1. These terms mention the following additional terms, which also apply to your use of our Site:
 - Our Privacy Policy explains how we may use your personal information.
 - Our Intellectual Property (IP) Notice provides information about the IP on our Site.
 - Our Terms and Conditions of Supply sets out the terms that apply when we provide a service to you.
- 3.2. You are responsible for ensuring that every person who accesses our Site through your internet connection are aware of and compliant with these terms and other applicable terms.

4. We may make changes:

- 4.1. We occasionally amend these terms. Every time you use our Site, please check that you have read and understood the terms that apply at that time. These terms were most recently updated on 14 February 2024.
- 4.2. We occasionally update and change our Site to reflect changes to our services, our users' needs and our business priorities.

5. We may suspend or withdraw our Site:

We do not guarantee that our Site, or any content on it will always be available. We may suspend, withdraw, or restrict the availability of all or any part of our Site. We will try to give reasonable notice of any suspension or withdrawal.

6. We may transfer this agreement to someone else:

We may transfer our rights and obligations under these terms to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this agreement. Our Site is directed at people residing in the United Kingdom. The content available on or through our Site may not be suitable for use or available in other locations.

7. You must keep your account details safe:

- 7.1. Any user identification, password, or other piece of information, whether chosen or provided is confidential. You must not disclose it to any third party.
- 7.2. We reserve the right to disable any user identification or password, whether chosen or provided, if in our reasonable opinion you have failed to comply.
- 7.3. If you know or suspect that another person knows your user identification or password, you must quickly notify us by completing our contact form on the "contact" page of our Site.

8. How you may use the material on our Site:

- 8.1. We are the owner or the licensee of all intellectual property on our Site. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 8.2. You may print off or download one copy of the content posted on our Site for your personal use and you may draw the attention of others to the content on our Site.
- 8.3. You must not modify, in any way, any of the material you may have printed off or downloaded from our Site. You must not use any photographs, illustrations, video, audio, or graphics separately from the accompanying text.
- 8.4. Our status and that of any identified contributors as the authors of content on our Site must always be acknowledged.
- 8.5. You must not use any content posted on our Site for commercial purposes without obtaining a license to do so.
- 8.6. If you print off, download, or copy any part of our Site in breach of these terms of use, your right to use our Site will stop immediately and you must return or destroy any copies of the content you have made at our option.

9. Do not rely on information on this Site:

- 9.1. The content on our Site is for general information only. It is not intended to be advice that can rely on. You must get professional or specialist advice before taking, or refraining from, any action based on the content on our Site.
- 9.2. Although we make reasonable efforts to keep the information on Site up to date, we do not in any way guarantee that the content on our Site is accurate, complete, or up to date.

10. We are not responsible for websites we link to:

Our Site may contain links to other Sites and resources provided by third parties. These links are for your information only. It should not be taken that those linked websites or the content on them is approved by us. We have no control over the contents of those Sites or resources.

11. Google Drive File Upload and Receipt Terms:

By using Google Drive to upload, store, or share files, you agree to comply with Google's Terms of Service and Privacy Policies. You retain ownership of any intellectual property rights that you hold in that content. However, when you upload, submit, store, send, or receive content to or through Google Drive, you grant Google (and its service partners) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations, or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display, and distribute such content.

The privacy of your files on Google Drive is protected by Google's Privacy Policy. Google Drive employs encryption to safeguard your files, ensuring that your data is secure while being transmitted and while stored on their servers. However, it's essential to be aware of the shared files' visibility settings to manage who has access to your content effectively.

Remember, you are responsible for ensuring that your file uploads do not violate copyright laws or Google's Acceptable Use Policy. Sharing sensitive personal information without proper authorization or using Google Drive for illegal activities is strictly prohibited.

For a comprehensive understanding of your rights and responsibilities regarding uploading and receiving files on Google Drive, including detailed information on privacy and data use, please review the full Terms of Service at Google Drive Terms of Service.

12. User generated content is not approved by us:

- a. Our Site may include information and materials uploaded by other Site users, including to bulletin boards and chat rooms. This information and material have not been verified or approved by us. The views expressed by other users on our Site do not represent our views or values.
- b. If you wish to complain about material uploaded by other users, please contact us by completing our contact form on the "contact" page of our Site.

13. Our responsibility for loss or damage suffered by you:**a. Whether you are a consumer or business user:**

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by the negligence of us, our employees, subcontractors, or agents and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability resulting from the supply of any products to you, which will be set out in our Terms and Conditions of Supply.

b. If you are a business user:

- We exclude all implied conditions, warranties, representations, or other terms that may apply to our Site or any content on it.
 - We will not be liable to you for any loss or damage whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - a) Use of, or inability to use, our Site; or
 - b) use of or reliance on any content displayed on our Site.
1. We will not be liable for:
 - a) Loss of profits, sales, business, or revenue;
 - b) business interruptions;
 - c) loss of anticipated savings;
 - d) loss of business opportunity, goodwill, or reputation; or
 - e) any indirect or consequential loss or damage.

c. If you are a consumer user:

2. Our Site is provided for domestic and private use only. You must not use our Site for any commercial or business purposes, and we have no liability to you for any loss of, profit, business, opportunity, or business interruption.
3. If defective digital content that we have supplied, damages your device or digital content and this is due to our failure to use reasonable care and skill, we will either repair the damage or compensate you. However, we will not be liable for damage that you could have avoided by:
 - a) Following our advice to apply an update offered to you free of charge;
 - b) failing to correctly follow installation instructions; or
 - c) to have the minimum system requirements advised by us.

14. How we may use your personal information:

We will only use your personal information as set out in our Privacy Policy.

15. We are not responsible for viruses and you must not introduce them:

- a. We do not guarantee that our Site will be secure or free from any bugs or viruses. You are responsible for configuring your information technology computer programs and platform to access our Site. You should use your own virus protection software.
- b. You must not misuse our Site by introducing any viruses or any other malicious software. You must not attack our Site via a denial of service (DOS) attack or via a distribute DOS attack. By breaching this provision, you would be committing a criminal offence under Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and will disclose your identity to them. In the event of such breach, your right to use our Site will stop immediately.

16. Rules about linking to our Site:

- a. You may lawfully link to our home page, providing it is done in a way that is fair and does not damage our reputation, or take advantage of it.
- b. You must not establish a link in a way that suggest any form of association, approval, or endorsement by us when none exists. You must not establish a link to our Site in any website that is not owned by you and that website must comply with these terms of use. Our Site must not be framed in any other Site and you cannot create a link to any part of our Site other than the home page.
- c. We reserve the right to withdraw linking permission without notice.
- d. If you wish to link to or make any use of content on our Site other than that set out above, please contact us by completing our contact form on the "contact" page of our Site.

17. Our Services:

(a) **Exclusive Licence Agreement:**

This Exclusive License Agreement outlines the terms under which we, the copyright holders, grant exclusive rights to a single artist for the utilization of the specified track. The artist is provided with the track stems, both in WAV and MP3 formats, under a Commercial License. This license imposes no restrictions on the selling and streaming of the track, allowing for unlimited commercial use in various projects. Additionally, the license includes the right to radio play and paid performances. It is important to note that crediting "Prod. Audio Maze" is not a requirement under this agreement. This comprehensive arrangement ensures that the artist can fully exploit the track's potential while we retain complete copyright ownership.

PLEASE CONTACT US TO DISCUSS YOUR LICENSING REQUIREMENTS.

(b) **Music Production:**

We will custom produce a track tailored to your specifications, for which you will be granted permission for its use. Upon completion, you will receive the track stems and a WAV file. along with an exclusive license agreement. This license imposes no restrictions on selling and streaming the track, allowing unlimited use in commercial projects, including radio play and paid performances. There is no requirement to credit "Prod. Audio Maze" in the credits of your project. You are obligated to warrant and indemnify at all material times that you are legally entitled to the works, and you agree to indemnify us against any claims of copyright infringement from third parties.

(c) **Cinematic Scores:**

Our cinematic scores are priced on a per-job basis, tailored to the specific needs and scope of each project, tailored to the unique needs of the client. Audio Maze retains full ownership of these scores under UK copyright law as the original composers. Each score is composed exclusively for the client's event or production, and upon delivery, we grant the client a license to use the score specifically for that purpose. This includes usage in any manner related to the event. However, commercial distribution or sale of the score is prohibited without prior written consent from Audio Maze Ltd. If the client wishes to distribute the score commercially, we are open to discussing potential arrangements, including royalty splits, which would be managed through the appropriate Performing Rights Organisation (PRO).

(d) Remixing:

Copyright is apportioned 50:50 on the remix only between the producer and you as the artist. As the artist, you maintain complete ownership of the original composition. This service remixes artists' compositions. Production and mixing are two distinct processes in music production. While mixing focuses on the balance and sonic quality of individual tracks, production encompasses the entire creative process involved in producing a song. You as the artist must send us the stems, and we remix it to provide you as the artist a new version of the track. Turnaround shall not be time of the essence and in reality, it takes some three weeks for the works to be completed. At all material times you warrant and indemnify that you are legally entitled to the Works and shall indemnify us in the event of a claim of copyright infringement from any third party. The fees shall range from £100 - £500 for remixing.

1.1. Mixing & Mastering:

We do not include any mixing for tracks in the catalogue. Turnaround shall not be time of the essence and in reality, it takes some three weeks for the works to be completed. At all material times you warrant and indemnify that you are legally entitled to the Works and shall indemnify us in the event of a claim of copyright infringement from any third party. The fees shall range from £100 - £500 for Mixing & Mastering.

1.2. Routines:

By submitting your work to us, you hereby grant us a non-exclusive license to use the work you have provided. You also warrant and indemnify us, affirming that you are the true legal and beneficial owner of the work. The license granted is strictly for non-commercial use, meaning that selling or profiting from the routine audio is expressly prohibited. Usage of the work is permitted only if the host venue holds the necessary music license, such as PRS, to play commercial music. It is not required to credit "Prod. Audio Maze" in your use of the work. The fees for using the work range from £59 to £1000, depending on the specific terms agreed upon.

1.3. General information (applies to all services stated at paragraph 16 and its subparagraphs):

- a. The rights granted to Licensee are non-transferable and that Licensee may not transfer or assign any of its rights hereunder to any third-part unless otherwise specified.
- b. Exclusive tracks can be used in TV, film, games, or adverts.
- c. Once the Licensor agrees to grant a license to the Licensee, the license has no fixed duration and will not expire.
- d. The Licensee who receives track stems is granted the creative freedom to rearrange or eliminate elements as they see fit. Note that they cannot introduce new elements that would alter the original composition which is in the rights of the licensor. Recipient is not permitted to distribute the Track as is (without Meaningful Additions) under *any* circumstance.
- e. Licensees can purchase a license and then use somebody else's vocal. Only the licensee can release it.
- f. Non-Exclusive purchases are non-negotiable, non-refundable and non-recoupable. Whereas either party may terminate an Exclusive Agreement at any time by giving not less than *four weeks'* notice in writing to the other party.
- g. If you choose to discontinue or abandon a project midway, such as Mixing & Mastering, Routines, Production, or DJ Mixes, a fee equal to 50% of the original quote will be

charged. By accepting the work, you automatically agree to this term. This fee compensates for the time and effort invested in the project, irrespective of its completion status.

- h. Registering the New Song with Performing Rights Organizations (PRO): Licensees can claim 100% of master royalties from their chosen distributor. Audio Maze LTD collects royalties through a performing rights organization. You as the artist must provide us with the ISRC code and track title when distributing the track. To register their derivative work with the Performing Rights Organization, licensees who are already registered with a Performing Rights Organization should contact Audio Maze LTD to register the licensor's/producer's share and ownership interest.
- i. Recipients are **not** permitted to register the license with the Copyright Office.
- j. All invoices issued by Audio Maze LTD to the recipient for the given services must be settled within 14 days of the invoice date. In the event of non-payment within the stipulated period, the recipient agrees to pay an interest rate of 8% per month on the outstanding amount until full payment is received. Services will not be delivered until the invoice has been paid in full.
- k. Referral Program: Eligible participants will receive a 15% discount voucher for each new customer they refer, provided the new customer completes a purchase and mentions the referrer's name. Voucher codes are one-time use, non-combinable, and limited to a single transaction. Upon redemption, participants who make additional successful referrals will receive new vouchers. Each voucher ensures a 15% discount, regardless of the number of referrals made.

Which country's laws apply to any disputes?

- 1.4. If you are a consumer, these terms of use, their subject matter and formation are governed by English law. We both agree that the courts of England and Wales will have sole jurisdiction except where you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 1.5. If you are a business, these terms of use, their subject matter, formation, and any noncontractual disputes or claims are governed by English law. We both agree that the courts of England and Wales will have sole jurisdiction.
- 1.6. If the courts find any particular term within these terms to be unenforceable, all remaining terms will still apply.



Chris Whitehouse, Director of Audio Maze LTD.