



## **Subscription Packs Ts&Cs**

### **TERMS AND CONDITIONS**

These terms and conditions (“agreement”) tells you the terms and conditions on which we will supply the subscription packs (The Pack) via our website [www.thisisoursound.co.uk](http://www.thisisoursound.co.uk) (“our website”/“our site”). Please read these terms and conditions carefully before subscribing to The Pack. You should understand that by subscribing to The Pack, you agree to be bound by these terms and conditions.

Our site is operated by This Is Our Sound LTD (“us”). This Is Our Sound LTD is registered in England and Wales, Company Number: 13021836

#### **1. YOUR STATUS**

By placing an order through our site, you warrant that:

- 1.1 you are legally capable of entering into binding contracts; and
- 1.2 you are at least 18 years old.

#### **2. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

2.1 By completing signup, and making the required payment (where this is required) for The Pack, you enter into this agreement with our site.

2.2 By entering into this Agreement, you acknowledge that you fully understand the contents of the agreement, and agree to be bound by the requirements of the agreement, and all documents reference herein, for a period of 99 years.

#### **3. PAYMENTS, CANCELLATION & REFUNDS**

3.1 Subscription to The Pack consists of an upfront, single charge, except where the Pack is offered for free.

3.2 By subscribing to The Pack you are agreeing, where this is required, to pay a single, upfront fee for access to the content currently available as part of The Pack on our site at the time of our site receiving payment for your subscription. Our site reserves the right to suspend access to The Pack without reason or warning, at any time and for any length of time. This includes suspending access to you or your account for breaching the Subscription Code of Conduct.

3.3 You can cancel your subscription to The Pack at any time by informing our site, in writing, in accordance with clause 9 of this agreement.

3.4 If for any reason access to The Pack is suspended, so too is the right to any future access to The Pack in any format, or on any platform.

3.5 Any payment made, under any circumstance, is NON-REFUNDABLE, except where The Pack has never been made available to you due to technical issues with our website. For the purpose of this agreement, “technical issues” means; an unforeseen or unplanned issue with the normal operation of our website, or associated file storage servers, which prevents authorised access to The Pack. NOTE: “Technical issues” does not include user issues such as, but not limited to, those resulting from;

- Poor or no internet connection,
- attempted access from a device that is incapable of accessing The Pack or,
- any issue that is outside of the technical control of our website.

#### 4. QUALITY OF THE DIGITAL CONTENT

4.1 When we supply the digital content (contained in The Pack) to you, we will use all reasonable efforts to ensure that it is free from technical defects and of satisfactory quality.

4.2 We do not promise that it is compatible with any third party software or equipment, or fit for any use beyond personal listening.

#### 5. TRANSFER OF RIGHTS AND OBLIGATIONS

5.1 The agreement between you and us is binding on you and us and on our respective successors and assignees.

5.2 Access to The Pack is NON-TRANSFERABLE. You may not transfer, assign, charge or otherwise dispose of this agreement, or any of your rights or obligations arising under it, without our prior written consent.

5.3 We may transfer, assign, charge, sub-contract or otherwise dispose of this agreement, or any of our rights or obligations arising under it, at any time during the term of the agreement.

#### 6. INTELLECTUAL PROPERTY RIGHTS

6.1 The content on our website is protected by copyright laws and all such rights are reserved. This includes but is not limited to;

- music,
- artwork/images,
- text,
- technical specifications, systems, layout and filing systems.

6.2 You must not use any part of our copyright materials for commercial purposes without first obtaining an appropriate licence to do so.

6.3 You must not, under any circumstances distribute, or cause to be distributed, in any form, any content which is included in The Pack.

6.4 If you post comments about The Pack to any website, blog or social media network (Commentary) you must ensure that such Commentary represents your fairly-held opinions. By subscribing to The Pack you irrevocably authorise us to quote from your Commentary on our site and in any advertising or social media outlets which we may create or contribute to.

6.5 You must comply with the Subscription Code of Conduct at all times. The Subscription Code of Conduct is available via the link buttons at [www.thisoursound.co.uk/our-subscriptions](http://www.thisoursound.co.uk/our-subscriptions)

#### 7. EVENTS OUTSIDE OUR CONTROL

7.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this agreement that is caused by events outside our reasonable control (Force Majeure Event).

7.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- Non-performance of one or any of our service providers;
- Strikes, lock-outs or other industrial action;
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- Impossibility of the use of public or private telecommunications networks; and
- The acts, decrees, legislation, regulations or restrictions of any government.

7.3 Our performance under this agreement is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the agreement may be performed despite the Force Majeure Event.

## 8. WAIVER

8.1 If we fail, at any time during the term of this agreement, to insist upon strict performance of any of your obligations under the agreement or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the agreement, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

8.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

8.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 9 below.

## 9. COMMUNICATIONS BETWEEN YOU AND US

9.1 Any communication shall be delivered in writing, either by the messaging function (current & future) via our website and/or email ([tios@ravemail.com](mailto:tios@ravemail.com)) and shall be deemed to be received at the time of successful transmission to the other party.

## 10. SEVERABILITY

10.1 If any of these terms and Conditions or any provisions of this agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## 11. ENTIRE AGREEMENT

11.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any agreement.

## 12. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

12.1 We have the right to revise and amend these terms and conditions from time to time to add further clarity to the agreement and/or reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

12.2 You will be subject to the policies and terms and conditions in force at the time that you purchase The Pack from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions in a reasonable timeframe (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within fourteen (14) working days of receipt by you of the written notification).

## 13. LAW AND JURISDICTION

13.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in

connection with this agreement or its formation (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.