

## LICKWORX: WEBSITE TERMS AND CONDITIONS

Welcome to [www.lickworx.com](http://www.lickworx.com) (the "Site"), owned and operated by LickWorX Limited, 15 Warwick Road, Stratford on Avon, Warwickshire, CV37 6YW. The following terms of use ("Terms") govern your use of the Site (which term shall also include any and all services made available on the Site) whether as a browser, a registrant or as a subscriber (as the context applies).

### 1. GENERAL USE OF THE SITE

#### Eligibility and Approval

1. You may browse the Site without registering but in doing so you accept and agree that certain areas of the Site (for example, use of the LickMixer facility) will not be available to you unless you register with the Site. You will be asked if you wish to register each time you try to access any part of the Site that requires registration. To register and/or to subscribe to the Site you will be asked to provide certain information about yourself; this is more particularly set out below.
2. We, in our sole discretion, will have the right to refuse to allow you to register or subscribe to the Site. We will have the right to carry out those checks that we, in our sole discretion, deem appropriate to confirm your suitability for registration or subscription of the Site.
3. When you register with the Site you will create an account [*"My Account"*]. This account is unique to you and you will only be able to register and [www.lickworx.com](http://www.lickworx.com) will only accept one subscription per account.
4. You must be at least 16 years of age to use the Site. This Site may include content that is unsuitable for anyone under the age of 16 and if you are under 16 you may only use the Site with the involvement of a parent or guardian. If you are a parent or guardian of someone under the age of 16 who is using the Site, you agree to these terms and our privacy policy and that you shall be responsible for the conduct and acts and/or omissions of your children in using the Site as if these were your own. You may not register to the site if you are under 16. By registering, you represent and warrant that you are at least 16 years of age.

#### Minimum specifications for use of the Site

5. In order for you to browse and/or use the Site your computer must comply with the minimum technical specifications set out within the Site's Help & FAQ pages, as they may be amended from time to time (and if so we will notify you of any such changes by posting a notice on the home page). We do not accept any liability whatsoever, howsoever arising, for your inability to receive, access, play or otherwise use the Site or any content contained on the Site or available through the Site, or for any damage caused to your computer and/or associated systems, resulting from the incompatibility of your computer and/or its associated systems with the technical specifications posted on the Site.

#### Non-commercial Use by Users

6. The Site is for the personal use of users only and may not be used in connection with any commercial endeavours. Illegal and/or unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Site is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from user accounts and/or profiles without notice and may result in termination of a user's account. Appropriate legal action will be taken for any illegal or unauthorized use of the Site.

### 2. REGISTRATION

#### Obligations

- 2.1 *If you wish to register with the Site, you must enter the "My Account" page on the Site and register using our online registration process. In doing so, you agree that:*

- (a) *you will provide true, accurate, current and complete information about yourself as prompted by the Site's registration process;*
- (b) *you will maintain and promptly update that information to keep it true, accurate, current and complete;*
- (c) *You will not provide any false personal information, or create an account for anyone other than yourself without permission.*
- (d) *You will not use your personal profile for your own commercial gain (such as selling your status update to an advertiser).*
- (e) *You will keep your contact information accurate and up-to-date.*
- (f) *You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.*
- (g) *You will not transfer your account to anyone without first getting our written permission.*
- (h) *If you select a username for your account we reserve the right to remove or reclaim it if we believe appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).*

### **Registrant email addresses, passwords and security**

- 2.2 *Upon registering you will be required to provide us with a valid email address and a password. You will be asked to provide this email address and password once for each time you subsequently visit areas on the Site requiring registration. In addition, but in accordance with these terms and conditions and our privacy policy, we shall use this email address to contact you with information about the Site, your registration, your purchases and/or your subscription to the Inner Sanctum.*
- 3. *You will also receive an account upon completing the Site's registration process. You are responsible for maintaining the confidentiality of your email address, your password and your account and are fully responsible for all activities that occur under your email address, password or account. You agree to: (i) immediately notify us of any unauthorised use of your email address, password or account or any other breach of security and (ii) ensure that you exit from your account at the end of each session. We will not be liable to you or any third party for any loss or damage arising from your failure to comply with this provision.*

### **IP Address Ownership**

- 2.4 We shall maintain and control ownership of all IP numbers and addresses that may be assigned to you by us and we reserve, in our sole discretion, the right to change or remove any and all such IP numbers and addresses.

### **3. CONDUCT AND USE OF THE SITE**

- 3.1. You may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or its content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or its content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site.
- 3.2. You may not attempt to gain unauthorised access to any portion or feature of the Site, or any other systems or networks connected to the Site, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means. You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site.

- 3.3. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of ours, including any account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.
- 3.4. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.
- 3.5. Users acknowledge that we, by providing users with the ability to view and distribute user-generated Content, is merely acting as a passive conduit (host/service) for the distribution of such Content, and that we, to the fullest extent permissible by law, are not undertaking and/or does not undertake any obligation or liability relating to the Content or to the user activities.
- 3.6. Users acknowledge and agree that we cannot and do not generally review the Content created or uploaded by users. Users acknowledge and agree that neither we and/or our parent, group and/or subsidiary companies, and/or our and their affiliates, successors, assigns, employees, agents, directors, officers and shareholders do not undertake or assume any duty to generally monitor the Site for inappropriate Content.
- 3.7. Users acknowledge and agree that all Content posted to our servers and/or the Site is only for promotion purpose, and is not for commercial use inside the Site.
- 3.8. Neither we and/or our parent, group and/or subsidiary companies, and/or our and their affiliates, successors, assigns, employees, agents, directors, officers and shareholders assume any responsibility or liability which may arise from Content including, but not limited to, claims for libel, slander, defamation, invasion of privacy and publicity rights, pornography, obscenity, fraud, or misrepresentation.

#### **4. CONTENT**

- 4.1. The Site allows you to upload and/or post Content (including, without limitation, for you to use LickMixer. For the purposes of these Terms "**Content**" shall mean any material you submit, provide, supply, post, copy, transfer and/or upload to the Site including (without limitation) music, sound recordings, audio-only material, audio-visual material, software, photographs, images, text, designs, comments, recommendations, forums, videos, files, listings, logos, trademarks, postings, messages, tags, communication, information, text, material, messages, photos, videos, URLs, profiles and all other similar matter and other content added to or submitted by you to the Site.
- 4.2. Nothing in these Terms will serve to assign or otherwise transfer legal title in Content to us.
- 4.3. You are solely responsible for your conduct in using the Site and/or Content you post, supply, submit, upload, transfer to and/or otherwise place on the Site.
- 4.4. You will not post, supply, submit, upload, transfer to and/or otherwise place Content on the Site:
  - (a) In a manner that infringes, violates or misappropriates any third party's IPRs or other proprietary rights or contractual rights;
  - (b) in a manner that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - (c) to engage in spamming, "chain letters," "pyramid schemes", advertisement of illegal or controlled products or services, or other advertising or marketing activities that violate these Agreement, any applicable laws, regulations or generally-accepted advertising industry guidelines, including to other users of the Site;

- (d) in a manner that is misleading, deceptive or fraudulent or otherwise illegal or promotes illegal activities, including engaging in phishing or otherwise obtaining financial or other personal information in a misleading manner or for fraudulent or misleading purposes;
- (e) in a manner that is libelous or defamatory, or in a way that is otherwise threatening, abusive, violent, harassing, malicious or harmful to any person or entity, or invasive of another's privacy;
- (f) in a manner that is harmful to minors in any way;
- (g) in a manner that is hateful or discriminatory based on race, colour, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age or is otherwise objectionable, as reasonably determined by us;
- (h) to impersonate us and/or our employees, or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity, or to obtain access to the Site;
- (i) to interfere or attempt to interfere with the proper working of the Site or prevent others from using the Site, or in a manner that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Site, or that otherwise negatively affects other persons' ability to use the Site;
- (j) to use any manual or automated means, including agents, robots, scripts, or spiders, to access or manage any end-user's account or to monitor or copy the Site or the content contained therein;
- (k) to facilitate the unlawful distribution of copyrighted content;
- (l) in a manner that includes personal or identifying information about another person without that person's explicit consent;
- (m) in a manner that employs misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Site or to users of the Site; and
- (n) in a manner that constitutes or contains any form of advertising or solicitation if emailed to users of the Site who have requested not to be contacted about other services, products or commercial interests.

4.5. You will not, in using the Site and/or posting, supplying, submitting, uploading, transferring to and/or otherwise placing Content on the Site:

- (a) "Stalk" or otherwise harass anyone;
- (b) Collect, use or disclose data, including personal information, about other users without their consent or for unlawful purposes or in violation of applicable law or regulations;
- (c) collect, solicit or otherwise obtain access to usernames, passwords or other authentication credentials from, or to proxy authentication credentials for, any user of the Site;
- (d) Post any Content containing child pornography to the Site. We will report any suspected instances of child pornography to the applicable law enforcement agencies;
- (e) Post any Content that we determine depicts or contains rape, extreme violence, murder, bestiality, incest, constitutes pornography, contains nudity, or is adult in nature or other similar content;
- (f) Use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from Site – except for Internet search engines (e.g. Google) and non-commercial public archives (e.g. archive.org) that comply with our robots.txt file,

or “well-behaved” web services/RSS/Atom clients. We reserve the right to define what we mean by “well-behaved”;

- (g) Post irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on the Site’s infrastructure;
  - (h) Attempt to gain unauthorized access to our computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Site;
  - (i) Use the Site as a generic file hosting service; and
  - (j) Develop, invoke, or utilize any code to disrupt, diminish the quality of, interfere with the performance of, or impair the functionality of the Site.
  - (k) users will immediately notify us in the event of an actual or threatened claim that it has violated any of the covenants and agreements contained in these Terms.
- 4.6. If notified in accordance with Clause 5 below that Content infringes the rights of any third party and/or is otherwise in breach of these Terms, we will remove such Content. We reserve the right ourselves to delete, refuse to accept and/or remove any such Content, including, without limitation, any Content that in our sole discretion and/or judgment violates these Terms or which might be offensive, inappropriate, illegal, or that might violate the rights, harm, or threaten the safety of other members or third parties, and/or terminate a user’s access for uploading such Content, at any time and without prior notice.
- 4.7. We do not preview, edit or otherwise control Content and cannot guarantee the accuracy, integrity or quality of Content posted. By using the Site, you agree to assume this risk. You accept and agree that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto.
- 4.8. You are solely responsible for any activity you engage in and/or the Content that you post on or through the Site. We do not endorse and have no control over the Content or your use of the Site and/or Services. We make no warranties, express or implied, as to such Content or activity and/or to its accuracy or reliability and accept no responsibility or liability whatsoever (howsoever arising) for inappropriate Content or activity that is in breach of these Terms.
- 4.9. We reserve the right (but we are not obliged) to investigate and to take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending content from the service and terminating the membership of such violators. We have no liability and you bear the sole and exclusive risk associated with use of or reliance on the accuracy, quality, completeness, reliability or usefulness of any data, information or material in connection with your use of and registration to the Site.
- 4.10. You shall indemnify us and hold us harmless from all damages, costs and expenses (including reasonable legal fees) incurred by us as a result of any claim arising out of any breach by you of these Terms and/or in connection with any Content submitted by you.
- 4.11. You accept that it is your responsibility to install appropriate anti-virus and security software on your computer hardware to protect against a computer security threat which may be transferred to your computer hardware through the use of the Site including but not limited to viruses, Trojan horses, time bombs or any other form of programming routine designed to damage or otherwise impair a computer’s functionality or operation.
- 4.12. By posting, supplying, submitting, uploading, transferring to and/or otherwise placing Content on the Site, users hereby grant
- (a) us and our successors and assigns a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, fully paid up, license to use, copy, transmit or otherwise distribute, publicly perform, digitally perform, publicly display, distribute, stream, download and/or otherwise make Content available to other users of the Site and otherwise use such Content for any and all purposes and on any and all media

(whether known now or in the future developed) and to prepare derivative works of, or incorporate into other works, such Content, and to grant and authorise sublicenses of the foregoing; and

- (b) each and every other registered user of the Site a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, fully paid up, license to use, copy, transmit or otherwise distribute, publicly perform, digitally perform, publicly display, distribute, stream, download and/or otherwise make available user's Content to other users of the Site on these Terms.

## **5. SITE DATA**

- 5.1. The Site collects certain data from users and general information about a user's use of the Site. Users agree that access to this data and information (including registration information provided by users during the registration process) as part of the administration or management of the Site is subject to the LickWorX Privacy Policy.
- 5.2. We warrant, undertake and represent that such data will be collected, processed, stored, protected, used and/or disclosed at all times in accordance with the Data Protection Act 1998 (as amended and revised) or other analogous data protection legislation in force from time to time throughout the world.

## **6. REPRESENTATIONS AND WARRANTIES**

- 6.1. Each user represents and warrants to the Site that:

- (a) it will comply with all applicable local, state, national and international laws, directives, statutes, rules, regulations, codes of conduct and all other such requirement (legal or otherwise) in connection with your use of the Site including your promotional or other activities on or off The Site that relate to Client Studio Site;
- (b) it has the right to grant to the Site the rights granted herein and owns or has all necessary rights, title and interest in and use;
  - (i) all Content you post, supply, submit, upload, transfer to and/or otherwise place on the Site; and
  - (ii) all IPRs in and relating to Content;

and for the purposes of these Terms, "IPRs" shall mean all patents, know-how, registered and unregistered trade marks and service marks (including any trade, brand or business names), domain names, registered designs, design rights, utility models, copyright (including all such rights in computer software, information, know-how and techniques in whatever form held and any databases), moral rights and topography rights (in each case for the full period thereof and all extensions and renewals thereof), applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world and any similar rights situated in any country.

- (c) Content does not and will not:
  - (i) infringe, violate or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral rights, privacy rights, rights of publicity, or any other intellectual property or proprietary right; and/or
  - (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any person; and/or
  - (iii) contains any viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancelbots, or other computer programming routines that may potentially damage or interfere with the Site, or intercept or expropriate any system data or personal information from the Site.

## **7. COPYRIGHT AND COPYRIGHT PROTECTION**

- 7.1. Other than in respect of Content posted by you this Site and the underlying computer code used by us to design, operate and maintain the Site and all underlying rights (including but not limited to IPRs) in the Site are either vested in and owned by us absolutely throughout the world for the full duration of such rights and all possible renewals, reversions, revivals and extensions thereof and thereafter (insofar as may be or become possible) in perpetuity, or are properly licensed to us to allow us to use the same for the purposes of providing the Site. In addition all content and material (other than material supplied or uploaded to the Site by you) contained within or available on the Site is protected by rights of copyright, trademarks, service marks, patents, database rights, domain name rights, trade secrets and/ or other proprietary intellectual property rights and laws throughout the world. Unless expressly authorised by us, and save in respect of Content, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from materials or content available on the Site. Except for intellectual property which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any intellectual property and the provision of any intellectual property to you through the Site does not transfer to you or any third party any rights, title or interest in or to such intellectual property, including, without limitation, any intellectual property rights in any content and material included therein
- 7.2. Copyright Complaints. We respect the intellectual property of others [*and we have used our reasonable endeavours to obtain the consent of the copyright owners of all content and material contained within or available on the Site for such content to be placed upon the Site and made available to Site users*]. If you believe your copyrighted work has been used on the Site without your consent, please contact us so that we may remedy this *at:enquiries@lickworx.com*.
- 7.3. We encourages users to notify us of any Content that Users believes to be in violation of copyright, trademark, any other intellectual property rights, or any other applicable law, or of any Content that contains undesirable texts or images of, or links or references to, pornography, violence, racism, or content that is otherwise discriminatory or objectionable. Please contact us at: *enquiries@lickworx.com*.

## **8. MODIFICATION, SUSPENSION AND TERMINATION**

We reserve the right, without prejudice to any other rights and remedies available to us under these Terms or generally at law, to suspend or terminate your registration or subscription and/or use of the Site immediately upon being made aware of any breach or potential breach by you of these Terms. We further reserve the right at any time to suspend, modify or discontinue, temporarily or permanently, any portion of the Site or the Inner Sanctum subscription content with or without prior notice. You agree that we will not be liable to you or to any third party for any suspension, modification or discontinuance.

## **9. WARRANTIES AND LIMITATION OF LIABILITY**

- 9.1. THE SITE, AND ALL MATERIALS, INFORMATION (INCLUDING, WITHOUT LIMITATION, TEXT, GRAPHICS, LINKS OR ANY INFORMATION OR MATERIALS OBTAINED OR ACCESSED THROUGH THE SITE), PRODUCTS AND SERVICES INCLUDED THEREIN ARE PROVIDED 'AS IS,' 'WITH ALL FAULTS', 'AS AVAILABLE', WITH NO WARRANTIES WHATSOEVER. WE EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM COMPUTER VIRUS, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. SOME TERRITORIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU. YOU AGREE THAT YOUR USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK
- 9.2. We shall not be responsible for any connection or access to the Site by you or the quality of the transmission of any information passing between you and the website. You will be responsible for providing your own communications equipment to access the Site via the Internet, and the Internet access charges thereon

- 9.3. We do not warrant or represent that:
- (a) the Site will meet your requirements;
  - (b) access to the Site will be uninterrupted, timely, secure, or error-free;
  - (c) the results that may be obtained from the use of the Site will be accurate or reliable;
  - (d) the quality of any products, services, information, or other material purchased or obtained by you through the Site will meet your expectations; and/or
  - (e) any errors in any data or software will be corrected.
- 9.4. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. UNDER NO CIRCUMSTANCES WILL WE, OUR PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE OWNERS, OFFICERS, MANAGERS, DOWNLOADERS, AGENTS, AND EMPLOYEES, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH USE OF, OR INABILITY TO USE, THE SITE, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. SUCH LIMITATION OF LIABILITY SHALL APPLY (I) WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SITE, FROM INABILITY TO USE THE SITE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), AND (II) NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY PART OF SITE YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. SOME TERRITORIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU FOR ANY AMOUNT EXCEEDING FIVE HUNDRED POUNDS (£500.00).
- 9.5. Users irrevocably waive the right to assert any claim against us and/or our parent, group and/or subsidiary companies, and/or our and their affiliates, successors, assigns, employees, agents, directors, officers and shareholders in relation to the Content generated, uploaded, transmitted or otherwise used on the Site including, but not limited to, infringement of IPRs, unfair competition, invasion of privacy, breach of contract and/or breach of confidentiality.

## **10. LINKS AND THIRD-PARTY SERVICES**

We are not responsible for any third-party links, services, resources or information provided on or made available through the Site. Accordingly, we make no warranties and accept no liability (to the fullest extent permissible by law) regarding such third-party links, services, resources or information, including without limitation, warranties of fitness for a particular purpose, merchantability or non-infringement and will not be liable for your use of or reliance on such third-party services, resources or information.

## **11. TERMINATION AND SUSPENSION.**

- 11.1. We reserve the right, without prejudice to any other rights and remedies available to us under these Terms or generally at law, to suspend or terminate your registration and/or use of the Site and/or your account immediately upon being made aware of any breach or potential breach by you of any term of these Terms. We further reserve the right at any time to suspend, modify or discontinue, temporarily or permanently, any portion of the Site and/or Services and/or Your Account with or without prior notice. You agree that we will not be liable to you or to any third party for any such suspension, modification or discontinuance.



- 11.2. We will make reasonable efforts to keep the Site operational. However, we shall not be in breach of these Terms where the Site is unavailable for any kind of reasons including but not limited to:
- (a) fire, flood, lightning, war, revolution, terrorism, riot, strike, lock-out or other industrial action, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services, failure or defects in any third party software or services, or failure in provision of telecommunication or internet services by third parties acting on our behalf;
  - (b) service loss due to viruses or hackers or any third party interference with the Site and/or the internet;
  - (c) your inability to connect your computer to the internet, or any failure to access the Site as a result of any act or omission of your internet service provider, or any defects, incompatibilities or outages in your hardware, network, software or telecommunications provider;
  - (d) routine maintenance/upgrades and/or emergency maintenance (either performed by us or a third party service provider acting on our behalf). We shall use our reasonable endeavours to provide you via the homepage of the Site with as much advance notification of such maintenance as is reasonably possible;
  - (e) any other reason.
- 11.3. We also reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, functions of the Site and/or Services with or without notice. You agree that we shall not be liable to you or to any third party for any of the direct or indirect consequences of any modification, suspension, discontinuance of or interruption to the Site and/or Services.

## **12. COPYRIGHT/TRADEMARK INFORMATION.**

Copyright ©, [www.lickworks.com](http://www.lickworks.com). All rights reserved. The trademarks, logos and service marks ('marks') displayed on the Site are our property or the property of other third parties properly licensed to us. You are not permitted to use these marks without our prior written consent or the consent of such third party which may own the mark.

## **13. LICKMIXER**

- 13.1. *The LickMixer Player and any software contained therein (collectively, the 'Player Software') is made available to you free of charge subject to the terms and conditions of this license. You may load the Player Software into the temporary storage of your computer each time you use it for the sole purpose of engaging in that use, provided that you do so in accordance with these Terms, and such use does not violate our IPRs. You agree not to attempt to, or assist another person to attempt to, circumvent, tamper with, modify, disassemble, decompile, reverse engineer, derive the source code of, or create derivative works from, the Player Software, and you may not copy, distribute, publicly display, or publicly perform the Player Software except as expressly authorised by these Terms. You agree not to modify the Player Software in any manner or form, or to use modified versions of the Player Software, for any purposes. You may not use the Player Software to engage in or allow others to engage in any illegal activity.*
- 13.2. **AS WITH OTHER PRODUCTS AND SERVICES, THE PLAYER SOFTWARE IS SUBJECT TO THE PROVISIONS OF CLAUSE 9.**
- 13.3. *We make or may make available through the Site certain music files solely for your personal use as part of the Site, LickMixer and/or the Player Software. You may not use such files for any commercial purpose or purpose outside of that set out in these Terms whatsoever. All such music files are subject to copyright and/or other intellectual property protections afforded to the owners of such works. PLEASE BE ADVISED THAT THE UNAUTHORISED REPRODUCTION, DISTRIBUTION, PUBLIC DISPLAY, PUBLIC PERFORMANCE, OR CREATION OF DERIVATIVE WORKS FROM SUCH WORKS IS STRICTLY PROHIBITED.*

## **14. GENERAL LEGAL PROVISIONS**

- 14.1. It is a crime to use a false name or a known invalid credit card to order. Anyone caught wilfully entering an erroneous or fictitious order will be prosecuted to the fullest extent of the law.
- 14.2. We may amend these Terms from time to time, and place the new version on the Site. When we do so, we will place a notice advising that the Terms have been changed on our homepage. Your use of the Site from the date that the amended terms are placed on the Site onwards will be governed by those new terms.
- 14.3. These Terms apply when you first access the Site, whether as a browser, a registrant or a subscriber. Notwithstanding this, the provisions in these Terms that relate directly to the purchase, ordering, supply and delivery of products from the Site (as set out in 'Purchasing Credits from the site' ) shall apply when we accept your order by confirming by email that we have received payment in full for all the products you have ordered ("Order Receipt").
- 14.4. These Terms shall supersede any and all other conditions, understandings, commitments, agreements or representations (except fraudulent misrepresentations) relating to your purchase, whether oral or in writing, and contain the entire agreement between us and you relating to your purchase. We advise that you print off and keep safe a copy of these terms and conditions once your order has been accepted by us. You are further advised to read (and are responsible for reading) all information on this website fully.
- 14.5. If any provision(s) of these Terms are held to be invalid, unlawful, void, and/or unenforceable, such provision(s) shall be deemed severable and will not affect the validity and enforceability of the remaining provisions of these Terms and the remainder of these Terms will thus remain in full force and effect.
- 14.6. These Terms are subject to the laws of England and Wales, whose courts shall be the courts of exclusive jurisdiction.
- 14.7. We and/or our parent, group and/or subsidiary companies, and/or our and their affiliates, successors, and assigns may assign the rights and duties under these Terms, in part or in whole, to any third party at any time without notice. Users may not assign this Agreement or the rights and duties herein, in part or in whole, to any party without our prior written consent.

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