



## **TERMS AND CONDITIONS**

Welcome to Recognise the Music, a service which collects public performance data (the “Service”).

These Terms of Use (together with the documents referred to in it) (“Terms”) apply to your use of our website [www.recognisethemusic.com](http://www.recognisethemusic.com) (our “Site”).

The Site is operated by Audoo Limited, whose registered office address is at Floor 4, 35 King Street, Covent Garden, London, WC2E 8JG (“we”, “our”, or “us”).

Please read these Terms carefully to be sure that you understand them. By using our Site you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our Site.

We will try to keep everything in this document as straightforward as possible, but if there is anything that concerns you or you do not understand, please get in touch with us by emailing us at [info@recognisethemusic.com](mailto:info@recognisethemusic.com) or writing to us at our address above.

## **APPLICABLE TERMS**

These Terms refer to the following additional and important terms, which also apply to your use of our Site:

Our Privacy Policy, which sets out the terms on which we use or process any personal and other data we collect from you, or that you provide to us. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

Our Cookie Policy, which sets out information about the cookies used on our Site.

## **USING THE SERVICE**

The Service is licenced to Performance Rights Organisations and is meant as an aid in collecting data for more accurate music royalty distribution. Amongst other things, the Service is intended to help users to:

- Make correct music royalty payments through more accurate distribution;
- view data trends;
- Digitalise data reporting.

## **UPLOADING CONTENT**

If you upload content to our Site (“Content”), you will be solely responsible for that Content.

You agree not to submit any Content to our Site that:

- infringes any intellectual property rights;
- is in breach of confidence or privacy;
- is false, misleading, defamatory, discriminatory, threatening or offensive;
- is likely to cause someone anxiety or distress;
- encourages violence or racial or religious hatred;
- encourages or teaches conduct that is a criminal offence;
- gives rise to civil liability; or
- is otherwise unlawful.

Any Content you upload to our Site will be considered non-confidential. You retain all of your ownership

rights in your Content, but by uploading content to our Site, you automatically grant, and you represent and warrant that you have the right to grant, to us an irrevocable licence to use, copy, display and store Content you submit and to edit, modify, and prepare derivative works of, or incorporate into other works, such Content, and grant and authorise sublicenses of the foregoing to third parties.

For example purposes only, we may

- use, modify, display, distribute and create new material using Content to provide the Service to you including displaying directly targeted ads to you;
  - analyse Content to provide information about third party products or services that you might find interesting;
- use the Content to create and analyse aggregated data about you, provided that you are not identifiable from the aggregated data; and
- use the Content in our marketing materials.

We will not be responsible, or liable to any third party, for the content or accuracy of any Content posted by you or any other user of our Site. We reserve our right to disclose your identity to any third party who is claiming that any Content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

We reserve the right to remove any Content you post on our Site if, in our opinion, your post does not comply with these Terms.

The views expressed by other users on our Site do not represent our views or values.

#### **UNAUTHORISED ACTIVITIES**

Our Service may be used and accessed for lawful purposes only. You agree that you will not do any of the following while using or accessing the Service:

- access or tamper with the Site, or try to gain unauthorised access to the Site, computer systems, or the technical delivery systems of our service providers;
- knowingly introduce viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- gather and use information, such as user names, real names, email addresses or transmit any unsolicited advertising, junk mail, spam or other form of solicitation;
- use the Service for any commercial purpose or for the benefit of any third party or in any manner not authorised by these Terms;
- use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Service or any portion of the Service, without our permission;
- violate any applicable law or regulation; or
- encourage or enable any other individual to do any of the foregoing.

We reserve the right to investigate and prosecute violations of any of the above and/or involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

Additionally, the following activities are prohibited and constitute a violation of these Terms:

- Providing fraudulent or false information;
- Accessing the personal information of third parties;
- Infringing the intellectual property rights of, or breaching any duty of confidence to, any third party;
- Tampering with security we implement to protect our Site;
- Making or implying any statements you make are made or endorsed by us;
- Intentionally overwhelming our servers with excessive demand; and
- Adding any hyperlinks to our Site without our written consent.

## **VARIATION OF OR SUSPENSION OF THE SERVICE**

We reserve the right to change or discontinue, temporarily or permanently, the Service at any time without notice. You agree that we shall not be liable to you or any third party for any modification or discontinuance of the Service.

## **CANCELLATION OR SUSPENSION OF YOUR ACCOUNT**

We may at any time suspend your use of the Service on reasonable grounds which relate to:

- the security of the Service including the suspected unauthorised or fraudulent use of the Service;
- we believe it is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful); and/or
- your use of the Service in contravention of any reasonable instructions given by us from time to time.

You will normally be given advance notice (by email) if your use of the Service is going to be suspended- Such notice will tell you why such action is being taken. Please note that you will not receive notice or details of why the action is being taken if this would compromise reasonable security measures or if it is unlawful to do so.

Once your account is cancelled (whether by you or us), you will no longer be able to access your account or any Content you have submitted to the Site.

We will not be liable to you or to any third party for the suspension or termination of your account or your access or use of the Service. Once your account is terminated, you understand and acknowledge that we will have no further obligation to provide the Service to you or provide you with access to any of your account information or Content.

## **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights (including copyright, trade marks, database rights), in and to our Service and Site. The contents on our Site including their “look and feel” are protected by copyright laws and treaties around the world. All such rights are reserved by us.

You must not copy our Site, or use any part of the content on our Site, for commercial purposes without obtaining a licence to do so from us or our licensors.

## **LINKS TO THIRD-PARTY WEBSITES**

Our Site may contain links to websites and other third parties (“Third Party Sites”). We do not endorse the companies or contents of any Third Party Site, or the products, goods or services offered via any Third Party Site (“Third Party Services”).

Third Party Sites have not been verified or reviewed by us. Your access and use of any Third Party Site, including any purchase of Third Party Services you make from a Third Party Site, is entirely at your own risk and discretion and subject to the terms and conditions and privacy policies of that Third Party Site. We expressly disclaim any liability related to your use of any Third Party Sites or Third Party Service.

## **INDEMNIFICATION**

You agree to indemnify us and our service providers and keep us and our service providers indemnified from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasona-

ble lawyers' fees) arising out of or attributable to any misuse by you of the Service, your violation of these Terms or your infringement of any intellectual property or other right of anyone.

## **DISCLAIMER OF WARRANTIES**

Your use of Service and all information, products and other content (including that of third parties) included in or accessible from the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis. We expressly disclaim all warranties of any kind as to the Service and all information, products and other content (including that of third parties) included in or accessible from the Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

We and our service providers make no warranty that:

- the Service will meet your requirements;
  - the Service will be uninterrupted, timely, secure, or error-free;
  - the results that may be obtained from the use of the Service will be accurate, reliable or completely up to date;
  - the quality of any products, services, information, or other material obtained by you through the Service will meet your expectations; or
  - any errors in the technology will be corrected.
- Any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from us through or from the Service will create any warranty not expressly stated in these terms.

Your use of Third Party Services shall be subject to the terms and conditions and privacy policy of the relevant Merchant or third party and it is your responsibility to review and understand the terms and conditions and privacy policy that apply to your use of such Third Party Services. You acknowledge and agree that we are not responsible for the performance of Third Party Services.

## **LIMITATION OF LIABILITY**

Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Service, Site or any content on it, whether express or implied.

We will not be liable to any user 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:

use of, or inability to use, our Service or Site; or  
use of or reliance on any content displayed on our Site.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Service or Site to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our Site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## **CHANGES TO THESE TERMS**

We may revise these terms of use at any time by amending this or subsequent pages.

Please check this page and subsequent pages from time to time to take notice of any changes we made, as they are binding on you. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms.

## **VALIDITY OF THESE TERMS**

If any part or provision of these Terms is found to be unlawful or unenforceable, this shall not affect the validity of any other part or provision.

## **WAIVER**

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

## **APPLICABLE LAW**

These Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction over any claim brought by you arising from, or related to, use of the Service or these Terms.