



OOK AUDIO TERMS: NOVEMBER 2017

TERMS OF WEBSITE USE

Thank you for visiting Oook Audio.

This page tells you how you may use our website www.oookaudio.com (**our site**). Please read these terms of use carefully before you start to use our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.

INFORMATION ABOUT US

Our site is operated by Oook Audio Limited ("We"). We are registered in England and Wales under company number 10038761 and our registered office is at address at 6 Tal y Bont, Chwilog, Gwynedd, LL53 6HJ. Our registered VAT number is 236016632.

CHANGES TO THESE TERMS

We may revise these terms at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

ACCESSING OUR SITE

Our site is made available free of charge. We may update our site and change the content at any time. We do not guarantee that our site, or any content on it, will always be up to date, available or be uninterrupted. Access to our site is permitted

on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. This includes the Tracks that we may licence to you. All works are protected by copyright laws and treaties around the world. All such rights are reserved.

Our status (and that of any identified contributors and composers) as the authors of content on our site should be acknowledged. Our licences set out how we should be credited.

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

If you copy or download any part of our site in breach of these terms of use or the terms of our licences, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

WHAT YOU MAY DO ON OUR SITE

You may:

- browse our site, use the filters, and listen to watermarked versions of Tracks;
- create an account, create personal playlists, add Tracks to those playlists and mark Tracks as your favourites;
- download watermarked mp3 versions of the Tracks to help you choose the right Track for your project; and
- purchase non-exclusive licences to use our Tracks in your projects;
- download .wav and mp3 audio files for licenced Tracks and use those in accordance with the licence terms; and
- submit a listening link to your work as a composer (by doing so you are confirming to us that the track(s) featured is your own original composition and master recording. If the track is created collaboratively or involves re-

working or someone else's compositions, then please tell us using the Contact Form.)

VIRUSES

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

THIRD PARTY LINKS AND RESOURCES IN OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

APPLICABLE LAW

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of

England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

TRADE MARKS

Ook Audio is UK trade mark of Ook Audio Limited.

TERMS OF SALE

PLEASE READ CAREFULLY BEFORE DOWNLOADING ANY TRACKS FROM OUR SITE

1 THESE TERMS

- 1.1 These are the terms on which we sell Licences to you.
- 1.2 Where these terms refer to a Contract between us, the terms of that Contract are these terms and the terms of the applicable Licence.
- 1.3 Please read these terms carefully before you buy one of our Licences. If you are unsure about any of these terms, then please contact us. Do not buy a Licence from our site until you have carefully read, understood and fully agreed to be bound by these terms.
- 1.4 In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
 - 1.4.1 You are an individual; and
 - 1.4.2 You are buying Licences from us for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.5 If you are a business customer the Contract constitutes the entire agreement between us in relation to your purchase. Every business customer acknowledges that they have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that they shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are Oook Audio Limited a company registered in England and Wales. Our company registration number is 10038761 and our registered office is at 6 Tal y Bont, Chwilog, Gwynedd, LL53 6HJ. Our registered VAT number is 236016632. We sell Licences for Tracks on www.oookaudio.com (our **site**).
- 2.2 You can contact us by writing to us at info@oookaudio.com or 6 Tal y Bont, Chwilog, Gwynedd, LL53 6HJ.
- 2.3 If we have to contact you we will do so by writing to you at the email address or postal address you provided to us when you bought a Licence.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3 IMPORTANT NOTICE TO ALL USERS

- 3.1 By clicking on the "Proceed" button to complete your purchase, you accept and agree to these terms which will bind you (and if you are a business) your employees. The Contract between you and us begins when you click "Proceed", and you expressly request that the Tracks are made available to you straight away, and that any consumer cancellation rights will be lost once the Tracks are made available for download.
- 3.2 If you do not agree to the terms of the Contract, then do not click on the "Proceed" button.

YOU SHOULD PRINT A COPY OF THESE TERMS FOR FUTURE REFERENCE

4 GRANT AND SCOPE OF LICENCE

- 4.1 In return for payment by you of the agreed price and you agreeing to abide by these terms, we grant to you a non-exclusive Licence(s) to use the Track(s) on these terms and on the terms of the applicable Licence.

5 PROVIDING THE TRACKS

- 5.1 When you purchase a Licence from us, we will make the Track available to download within the 'My Licences' page of your Account on our site.
- 5.2 We may suspend our site or the supply of Tracks to deal with technical issues or make minor technical changes.
- 5.3 If our supply of the Track(s) is delayed by more than 24 hours then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays in supplying any Tracks.

6 YOUR RIGHTS TO END THE CONTRACT

- 6.1 If you want to end the Contract, then you may do so if one of the scenarios in 6.1.1 to 6.1.3 applies. In these cases, you have the right to end the Contract immediately and if you do, we will refund you in full for any Tracks which have not been downloaded if:
- 6.1.1 we have suspended supply of the Tracks for technical reasons for more than 3 days;
 - 6.1.2 other events outside of our control cause our supply of the Tracks to be delayed for more than 3 days; or
 - 6.1.3 you have a legal right to end the Contract because of something we have done wrong.

7 IF THERE IS A PROBLEM WITH THE TRACK

- 7.1 If you have any questions or complaints about a Track, please contact us (details at clause 2.2).
- 7.2 We promise to supply downloadable Tracks that conform with this Contract. If a Track or element of a Track is faulty, we will provide a replacement copy, or if that is not possible, we will provide you with a refund. Nothing in these terms will affect your legal rights.
- 7.3 If we provide a refund for a faulty Track then you no longer have the right to use any element or part of that Track and you promise to delete all of the files from all computers, devices, and storage locations. You also promise to confirm to us that you will not use the Track or any part of element of it and that you have removed it completely from all your computers, devices and storage locations.

8 PRICE, PAYMENT AND VAT (TAXES, DUTIES OR OTHER GOVERNMENT CHARGES)

- 8.1 The price of our Licences will be the price indicated on our site. If you think a price is wrong, please contact us.
- 8.2 We accept payment with the credit and debit cards listed on the payment pages of our site.
- 8.3 The price of our Licences does not include taxes, duties or other government charges.
- 8.4 We will charge you additional amounts for taxes, duties, or other charges which we are required to collect, including without limitation, sales and use taxes and value added taxes.
- 8.5 By purchasing a Licence from us, you verify that your country of residence is the same as your billing address.

9 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

- 9.1 If you are a consumer, and we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- 9.2 This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Tracks (as summarised above).
- 9.3 If you are a consumer, we only supply the Licences for to you for domestic and private use. If you use the Tracks for any commercial or business purpose our liability to you will be limited as set out in clause 10.

10 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

- 10.1 This Clause 10 only applies to business customers.
- 10.2 Nothing in these terms shall limit or exclude our liability to business customers for:
- 10.2.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - 10.2.2 fraud or fraudulent misrepresentation;
 - 10.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 10.2.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 10.3 All terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 10.4 Subject to clause 10.1:
- 10.4.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
 - 10.4.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the total sums paid by you for Licences.

11 HOW WE MAY USE YOUR PERSONAL INFORMATION

- 11.1 We will use the personal information you provide to us:
- 11.1.1 to supply the Track(s) and Licence(s) to you;
 - 11.1.2 to process your payment for the Licence(s); and
 - 11.1.3 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- 11.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

12 OTHER IMPORTANT TERMS

- 12.1 We may transfer our rights and obligations under these terms to another organisation.
- 12.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if you have purchased a licence that allows you to do this.
- 12.3 Nobody else has any rights under this Contract. This Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 12.4 Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between us, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 12.5 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.6 Even if we delay in enforcing this Contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 12.7 These terms are governed by English law and legal proceedings in respect of the Contract or the Tracks can only be brought in the English or Welsh courts.