

1. About this website

This is a website operated by Autograph Sound Recording Ltd. ('Autograph') under the domain name www.autograph.co.uk (hereinafter referred to as the 'website').

2. About these terms of use

These website terms of use (hereinafter the 'terms of use') govern your access to and use of the website. You should read these terms of use carefully before using this website.

3. Your access/use implies agreement

The website is available for your use only on condition that you agree to these terms of use. By accessing/using the website, you are signifying your agreement to be bound by these terms of use. If you do not agree to these terms of use, you must not use our website. It is recommended that you print a copy of these terms for future reference.

4. Certain other actions imply agreement to additional terms

In addition to these terms of use, there may also be specific terms ('additional terms') which govern your use of, and access to, particular sections of the website. Since you are also bound by these additional terms, you should review them wherever they are offered to you. Certain actions, payment or agreement on your part may mean that such services are additional to the normal terms and are subject to a separate agreement. When this happens you shall be offered additional terms through a hyperlink associated with these additional services.

These terms of use refer to the following additional terms, which also apply to your use of the website:

- Our [Privacy Notice](#).

If you are a business user and you have an agreement/contract in place with Autograph, the terms of that agreement/contract will apply.

5. Limited license

Autograph is the owner or the licensee of all intellectual property rights in and on the website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Autograph grants you a limited, personal, non-transferable, non-sub-licensable, revocable license to:

(a) access and use the website, content and services only; and

(b) access and use the website, content and services in the manner presented by Autograph only.

None of the content and/or information may be reverse-engineered, modified, reproduced, republished, translated into any other language or computer language, re-transmitted in any form or by any means, resold or redistributed without the prior written consent of Autograph. You may not make, sell, offer for sale, modify, reproduce, display, publicly perform, import, distribute, retransmit or otherwise use the content in any way, unless expressly permitted to do so by Autograph.

6. Outbound links

The website may contain links to third-party websites and resources (hereinafter referred to as 'linked sites'). These linked sites are provided solely as a convenience to you and not as an endorsement by Autograph of the content on such linked sites. Autograph makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service or application found at any linked site. Autograph is not responsible for the availability of the linked site or the content or activities of such sites. If you decide to access linked sites, you do so at your own risk. If you do decide to make use of the link you should remember that your use of the linked site is likely to be subject to terms and conditions of use similar to these, including but not limited to, the linked site's own privacy notice. Autograph recommends that you review such terms before using the linked site. To the fullest extent possible at law, Autograph makes no warranties or representations: regarding the quality, accuracy, merchantability or fitness for purpose of third party material or products or services available through linked sites; or that third party material available from a linked site does not infringe the intellectual property rights of any person. Without impacting its ability to exclude itself from such responsibilities and warranties Autograph may receive payments and/or commissions from operators of linked sites in relation to goods or services supplied by the operator as a result of you linking to the third party website from the Autograph website.

7. Inbound links

Autograph generally encourages and agrees to your linking to the Home page through a plain text link on your website without the need for agreement between yourself and Autograph. However, linking to any other page of the website is strictly prohibited, in the absence of a

separate agreement between you and Autograph that clearly describes the rights and responsibilities of linking to other pages. Any website or other device that links to the Home page or any page available therein is prohibited from:

- (a) replicating content, and/or
 - (b) using a browser or border environment around the content, and/or
 - (c) implying in any fashion that Autograph is endorsing it or its products, and/or
 - (d) misrepresenting any state of facts, including its relationship with Autograph, and/or
 - (e) presenting false information about Autograph products or services, and/or
 - (f) using Autograph logo(s) or trademark(s)
- without express written permission from Autograph.

Autograph reserve the right to withdraw linking permission without notice.

8. Modifications to the terms

Autograph may revise and update these terms of use at any time. Every time you wish to use the website, please check these terms to ensure you understand the terms that apply at the time. Your continued usage of the website after any changes to these terms of use will mean you accept those changes.

9. Modifications to the information

While Autograph has made every effort to ensure that information on the website is free from error, Autograph does not warrant the accuracy, adequacy or completeness of material on this website. All information may be changed, supplemented, deleted or updated without notice at the sole discretion of Autograph. Autograph recommends that you seek independent advice before acting upon material on this website.

Autograph may suspend, withdraw or restrict the availability of all or any part of the website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access the website through your internet connection are aware of these terms of use and additional terms and that they comply with them.

10. Autograph may transfer this agreement to someone else

Autograph may transfer our rights and obligations under these terms to another organisation.

11. Your account

If you are provided with a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential and not disclose it to any third party.

Autograph have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

12. Errors and problems

While Autograph has made every effort to ensure that systems and information available on the website is and shall be free from error, Autograph does not guarantee that the website will be free from viruses, or that access to the website will be uninterrupted.

You must not misuse the website, including by knowingly introducing viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the website, the server on which the website is stored or any server, computer or database connected to the website. You must not attack the website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you may be committing a criminal offence. Autograph will report any such breach to the relevant law enforcement authorities and Autograph will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the website will cease immediately.

13. Autograph's Privacy Notice

The Autograph Privacy Notice governs the use of information collected from or provided by you at the website. Autograph will only use your personal information as set out in our [Privacy Notice](#).

14. Submissions

While not refusing to accept ideas from you regarding information available on the website (hereinafter called 'comments') Autograph does not encourage you to make such comments. If you do send such comments, you acknowledge that:

- (a) they will not be considered confidential or proprietary, and
- (b) Autograph is under no obligation to keep such information confidential, and

(c) Autograph will have an unrestricted, irrevocable, world-wide, royalty free right to use, communicate, reproduce, publish, display, distribute and exploit such comments in any manner it chooses.

15. Disclaimer of warranties

To the fullest extent permitted by law Autograph makes no representations or warranties about the accuracy, completeness, security or timeliness of the content, information or services provided by the website and disclaims all warranties, either express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for a particular purpose.

16. Limitation of liability

Whether you are a consumer or business user:

Autograph 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 Autograph's negligence or the negligence of Autograph employees, agents, subcontractors and for fraud or fraudulent misrepresentation.

If you are a consumer:

Autograph only provide the website for domestic and private use. You agree not to use the website for any commercial or business purposes, and in no event shall Autograph be liable for any incidental, indirect, exemplary, punitive and/or consequential damages, lost profits, or damages resulting from lost data or business interruption resulting from the use of or inability to use the website.

If you are a business user:

Different limitation and exclusions of liability will apply to liability arising in accordance with any agreement / contract you have in place with Autograph.

Autograph exclude all implied conditions, warranties, representation or other terms that may apply to the website or any content on it. Autograph 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:

- Use of, or inability to use, the website;
- Use of or reliance on any content displayed on the website.

In no event shall Autograph be liable for any loss of profits, sales, business or revenue, business interruptions, loss of anticipated savings, loss of business opportunity, goodwill or reputation or any indirect or consequential loss or damage.

17. Jurisdiction

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by law of England and Wales. You and we both agree that the courts of England will have exclusive jurisdiction.

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

18. Customer service

Questions or comments regarding the website may be submitted to hello@autograph.co.uk.