

“Audio Mastering Online Services” are provided by Mahjong Music Ltd (UK)

## Terms and Conditions

### 1. Agreement

This Agreement shall only be accepted and binding on the Company once:

- the Client shall have completed the online Online Booking; and
- the Client shall have supplied the Company with all the audio material and written information necessary to begin the session
- the Company shall have received cleared payment for the entire session.
- In any event unless otherwise agreed in writing by a director of the Company, the online Booking Form and these conditions alone shall apply to all goods supplied, facilities hired and work done by the Company for the Client

### 2. Mixing / Mastering / Editing / Post Production Work

The Company shall carry out the Work described in the online Booking Form with all due care and diligence using suitable equipment and competent engineers

For the avoidance of doubt the Client acknowledges and accepts that it is incumbent upon the Client to ensure that the Pre Production Master meets with its full satisfaction as aforesaid before proceeding to mass production commercial exploitation of the recording thereon

The Eq, Compression, Edit, Mix and Remix details remain the Intellectual Property of the Company.

### 3. The Fees

The Client shall pay the whole of the Fees online, prior to the start of the session.

### 4. Recordings And Materials

The company shall return all materials to the client once the session is complete (via post or via FTP) along with masters.

### 5. Online Facility

The Company grants you a limited licence to access and make personal use of this website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Recreating Samples Mastering Services.

This licence does not include any resale or commercial use of this website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This website or any portion of this website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.

You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Recreating Samples Mastering Services and its affiliates without express written consent. You may not use any meta tags or any other “hidden text” utilising the Company’s or its affiliates’ names or trademarks without the express written consent of Recreating Samples Mastering Services’s. Any unauthorised use terminates the permission or license granted by the Company.

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the Welcome page of [www.recreatingsamples.com](http://www.recreatingsamples.com) as long as the link does not portray [www.recreatingsamples.com](http://www.recreatingsamples.com), its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any [www.recreatingsamples.com](http://www.recreatingsamples.com) logo or other proprietary graphic or trademark as part of the link without our express written consent.

The company reserve the right to terminate the clients access to the site or to update, alter or supplement any or all of the Content at any time. The client agree that they are responsible for

maintaining the confidentiality of their Password and account details and are fully responsible for all activities using their Password and account details.

The client agree to immediately notify the company of any unauthorised use of their Password or account details and agree to exit their account at the end of each session.

The ownership of all Audio or other material the client upload to the Site is retained by them. Whilst the company will takes such steps as they feel appropriate to protect the clients Audio or other materials the company cannot guarantee the same. FOR THE AVOIDANCE OF DOUBT THE COMPANY HEREBY EXCLUDE ALL LOSSES, DAMAGES, COSTS, EXPENSES OR SUCH OTHER LIABILITIES RELATING TO ANY LOSS OR UNAUTHORISED ACCESS OF THE CLIENTS AUDIO AND/OR MATERIALS.

### **6. Indemnity**

The Client hereby covenants and undertakes to the Company that it shall indemnify the Company against any injury loss damage costs and/or expenses suffered by the Company arising from:

- the Client's cancellation of the Booking including without limitation any reasonable costs or expenses incurred by the Company in connection with the Booking
- the Client's making, use or exploitation of the Recordings
- the Client's breach of any of the warranties undertakings or agreements on its part to be observed or performed by the terms of this Agreement

### **7. Content of Recording**

The client warrants that nothing whatever shall be included in the Recording which constitutes a breach of infringement of any copyright or which shall be in anyway illegal, scandalous, obscene or libellous and the Client will indemnify the Company against any liability in respect thereof and shall pay all costs and expenses which may be incurred by the Company in reference to any such claim.

The Company shall not be required to reproduce any matter which in its opinion is or may be of an illegal, scandalous, obscene or libellous nature. The Company reserve the right to decline to master any material that they deem to be of insufficient technical quality.

### **8. Studio Breakdown Warranty**

In the event of Studio Breakdown the Company shall at its option either replace (as soon as can reasonably be arranged) the Studio facilities to which the Client was entitled by the terms hereof and which have been lost as a result of such Studio Breakdown or credit or refund to the Client the Booking Fee in respect of the Booking at its discretion.

### **9. Work Warranty**

The Client shall promptly notify the Company in writing of any defect in or loss of or damage to the Master Recording or the Post Production work of which it is made aware whether as a result of any test carried out by the Client pursuant to clause 3 or otherwise

The Company shall use its reasonable endeavours to correct any such defect and to effect replacement of such lost or damaged materials so notified to it or of which it is made aware which are attributable to faulty materials or workmanship or the negligence of the Company. In the event that the Company is unable reasonably to effect such rectification or replacement its liability in respect of any Master Recording or Post Production Work shall be limited to the Maximum Liability

The Content is only for general information and use and is provided on an “as is” and an “as available” basis. We take reasonable care to check the accuracy and completeness of the Content prior to its publication on the Site. However, because of the nature of electronic distribution via the Internet we make no representations and give no warranties as to the accuracy, availability, completeness, merchantability or fitness for any particular purpose of the Content.

We do not warrant that the Content or Materials are virus-free or that the operation of the Site will be uninterrupted or error free. Any Content or Material that you download to your computer or otherwise obtain through the Site is at your own discretion

### **10. Clients Recordings**

It is condition of this Agreement that all Client's Recording's shall have been copied by the Client before delivery to the Company, and that the Company's liability for loss of or damage to a Client's Recording shall be limited to the value of the media on which it is Recorded.

### **11. Company's Overall Liability**

In the event that the client shall actually suffer any loss or damage arising directly from the negligence or breach of contract or statutory duty of the Company then other than in cases of death or personal injury the Company's liability therefore shall be limited in any event to the Maximum Liability in respect of the aggregate of all instances of such negligence and/or breach arising out of the Company's performance of its obligations under this Agreement

Notwithstanding any other provision contained within this Agreement the Company shall not be liable to the Client or the Client's personnel for any:

- Indirect or consequential loss or damage
- economic loss including without limitation any loss of profits or goodwill or anticipated savings arising from any fault in the Studio or any act or omission of the Company its servants or agents in respect of this Agreement

The Company's liability under this Agreement shall be to the exclusion of all other liability to the Client whether contractual, tortious or otherwise. All other conditions, warranties, stipulations or other statements whatsoever concerning the Agreement, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded.

The Client accepts as reasonable that the Company's total liability in respect of the Booking and/or the Post Production Work shall be as set out in this Agreement: in fixing those limits the Client and the Company have had regard to the price and nature of the Booking and the Mastering Work and the terms hereof, and the level of expenses expected to be incurred by the Client in respect thereof and the resources available to each party including insurance cover, to meet any liability.

WHERE THE BOOKING IS MADE BY A CONSUMER AS DEFINED IN THE SALE OF GOODS ACT 1979, THE SUPPLY OF GOODS AND SERVICES ACT 1982, THE SALE AND SUPPLY OF GOODS ACT 1994 OR THE FAIR TRADING ACT 1973 THE STATUTORY RIGHTS OF THE CLIENT ARE NOT AFFECTED BY THESE CONDITIONS.

## **12. Force Majeure**

Notwithstanding any other term of this Agreement the Company shall not be under any liability for any failure to perform any of its obligations under this Agreement due to Force Majeure. Following notification by the Company to the Client of such cause, the Company shall be allowed a reasonable extension of time for the performance of its obligations. For the Purpose of this Condition, 'Force Majeure' means:

- Act of God, explosion, flood, tempest, fire or accident; war or threat of war, terrorist act, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- import or export regulations or embargoes;
- strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
- difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- power failure or breakdown in machinery

### **13. Miscellaneous**

The Client shall procure that neither the Client nor any of the Client's Personnel shall be held out as an agent of or pledge the credit of the Company

This Agreement constitutes the entire Agreement between the parties and neither party shall be bound by any other statement or representation made to the other

No variation or amendment to this Agreement shall be effective unless made in writing and signed by the parties hereto. In the event that any part of this Agreement shall be held to be void, voidable or otherwise unenforceable by a court of competent jurisdiction then the balance thereof shall remain in full force and effect.

All notices required to be given hereunder shall be in writing and deemed properly served if delivered by hand or sent by fax (PROVIDED that proof of transmission can be produced) to the address or fax number respectively of the applicable party specified on the Booking Form on the date of delivery or transmission or if sent by recorded delivery post to such address within two (2) working days of posting.

It may be possible for a client to access another Recreating Samples Mastering Services website from the Mahjong Music Ltd website where they may purchase goods and services. These will be subject to separate terms and conditions.

This Agreement shall be construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the English Courts.