



Website Terms of Use

1. Preamble

This website (the Website) is owned and operated by XYZ Music Academy Ltd, a company incorporated in England and Wales whose contact details are on this website.

The terms " XYZ", "we", "us", "our" and "ours" when used in these Terms of Use mean XYZ Music Academy Ltd, its subsidiaries, directors, employees and affiliates under the control of XYZ.

The terms "you", "your" and "yours" when used in these Website Terms of Use means any user of this website in any capacity.

2. Agreement

2.1 Access to and use of this website, the information and services available via the website are subject to these Terms of Use and to any applicable laws and regulations. If you do not agree to be bound by these Terms of Use you must exit the website.

2.2 XYZ reserves the right to amend these Terms of Use at any time and without notice. You are advised to review the Terms of Use each time and prior to using the website in order that you are aware of the current version of the Terms of Use.

3. Use of the website services

Access to and use of the services available via this website are subject to the XYZ Terms of Business.

4. Trademarks

The XYZ logo, the product name, graphics, buttons and icons and other trademarks and logos appearing on this website, are trademarks or service marks of XYZ ("XYZ Marks"). All other trademarks, logos, named products, company names appearing or referred to on the website ("Third Party Marks") are the property of their respective owners. You expressly agree not to display or use the XYZ Marks without the prior written permission of XYZ and you agree not to use or display the Third Party Marks without the prior written permission of the respective owner of the Third Party Marks except as provided for herein.

5. Copyright and Intellectual Property

5.1 Unless indicated to the contrary the design, content, graphics, text, and general arrangement and organisation of this website ("Content") are protected under applicable copyright, trademark and other proprietary rights and are the property of XYZ or such parties who have given permission to XYZ to use such Content and are included with the permission of the owner of such rights and are protected by relevant copyright and trademark law.

5.2 The inclusion of the Content on this website does not constitute a waiver of any right in such Content and you do not acquire any ownership to such Content viewed on this website. Unless stated to the contrary, the content may not be copied, reproduced, distributed, modified,



displayed, transmitted or otherwise used in any form including, without limitation electronic or mechanical copying, photocopying or otherwise, without the prior written permission of XYZ.

- 5.3 You are granted permission to lawfully access and use this website and/or the information, materials, products and services available on it and to download and/or print in hard copy portions of the website, provided no modification is made and that all copyright and other proprietary notices contained within the content are retained in their original form. Your rights under this agreement will terminate automatically in the event of a breach of these copyright and intellectual property provisions.

6. Links to the XYZ site from other websites

- 6.1 The creation of links to the XYZ website without the express written permission of XYZ is not permitted. XYZ reserves the right to withdraw any permission to link to the XYZ website without providing notice and for any reason.

- 6.2 By providing written permission to create a link to the XYZ website we do not assume any liability arising from such links and we accept no responsibility whatsoever for the content, accuracy, products or services available from or via any source website which provides linked access to this XYZ website.

- 6.3 Those parties given permission to provide a link to this XYZ website or for providing information about the XYZ website are responsible in all circumstances to draw the attention of users of such links or recipients of such information to these XYZ Terms of Use and you assume full responsibility in the event of your failure to do so.

7. Hyperlinks

- 7.1 This website may contain links to other websites owned or maintained by XYZ and links to websites owned by third parties unrelated to XYZ. A link to a third party website does not indicate XYZ's approval or endorsement of that website or that XYZ accepts any responsibility for the content of, or products and services made available through that third party website. XYZ expressly disclaims responsibility for any damage or loss, directly or indirectly, howsoever caused as a result of your use or reliance on such third party websites.

- 7.2 XYZ does not investigate third party websites for accuracy or their conformance with applicable laws and we make no warranties of any kind, express or implied in respect of the conformance with applicable laws of the content or the products and services of such websites. Your decision to access such third party websites is taken at your sole risk.

8. Data protection

- 8.1 By agreeing to these Terms of Use, you acknowledge you have read, understood and agree with the terms of our Privacy Statement and all personal data provided to us as a result of using this website will be handled in accordance with that Privacy Statement.

- 8.2 XYZ reserves the right to monitor for quality and security purposes your communications provided to us by mail, e-mail, facsimile voice or other means of transmission.



8.3 Posting or transmitting material that may constitute a criminal offence or be considered to encourage unlawful conduct, including without limitation libellous, defamatory, threatening, pornographic or obscene material is strictly prohibited.

8.4 Save for Personal Data as defined within the UK Data Protection Act 1998, all communications or material posted or transmitted to us, by you will be treated as non-confidential and non-proprietary and you hereby expressly grant permission to XYZ to use such information for any lawful purpose.

10. No warranties

10.1 This website is provided "as is" and "as available" without warranties of any description. XYZ and its subsidiaries, affiliates, officers, directors, agents and employees disclaim any and all warranties, express or implied, statutory or otherwise to the maximum extent possible in law.

10.2 It is your responsibility to evaluate the accuracy, validity and completeness of all information and other material on this website and that of any website to which it is linked. You may wish to seek professional advice if you are not sure how you may be affected by these disclaimers

10.3 Your statutory rights as a consumer are not affected by these Website Terms of Use.

10.4 Some jurisdictions do not allow the exclusion of particular warranties in which sole case some of the disclaimers may not apply to you.

11. Limitation of liability

11.1 XYZ and its subsidiaries, affiliates, officers, directors, agents and employees shall not be liable whether in contract, tort, strict liability or any other basis for any economic losses, including loss of revenue, loss of profit, loss of business or contracts, claims by third parties, loss of data, loss caused by a virus, loss of anticipated savings, loss of goodwill or any special, indirect or consequential damages arising out of or in connection with your use of this website or of any website to or from which it is linked, howsoever caused and even if we have been advised of the possibility of such losses.

11.2 You retain sole responsibility for the security and backup of your data and for virus checking on your system.

11.3 Where jurisdictions do not allow the exclusion of particular limitations of liability or if any part of this limitation of liability is found to be invalid or unenforceable for any reason then the aggregate liability of XYZ and its subsidiaries, affiliates, officers, directors, agents and employees that would otherwise have been excluded shall be limited to £100 (one hundred pounds sterling).

11.4 XYZ does not seek to exclude or limit its liability for an act of fraud or fraudulent misrepresentation.



12. Indemnity

12.1 You agree to indemnify, release and hold harmless XYZ and its subsidiaries, affiliates, officers, directors, agents and employees from any claim, liability, loss, expense or demand, including legal fees arising from:

- 12.1.1 your breach of these Terms of Use
- 12.1.2 your access to or use of this website
- 12.1.3 your use of any information, material, products or services available through this website.

13. Changes to the Service

XYZ reserves the right at its sole option to modify and/or edit this website at any time. XYZ also reserves the right at its sole option and without notice to delete or discontinue this website or any part of it, or any of the services (or any part thereof) available through the website, either temporarily or permanently. You agree that we shall have no liability to you or to any third party in respect of such actions by XYZ as set out in this section.

14. Entire agreement

These Website Terms of Use in conjunction with the XYZ Terms of Business and the XYZ Website Privacy Statement contain the entire agreement in respect of this website and your access to and your use of it. No other representations, statements or inducements, whether oral or otherwise shall bind any party to these Terms.

15. Severability

If any term of this Agreement is declared void or illegal, it shall be deleted and the remainder of this Agreement shall continue in force, with the substitution of legal terms that approximate as closely as is legitimate to the terms declared void or illegal.

16. Waiver

A failure or delay by XYZ to exercise any of its rights under this Agreement shall not be deemed to be a waiver of that right, and a waiver by XYZ of a breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision.

17. Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of England and you hereby agree to the exclusive jurisdiction of the English Courts to settle any claim, dispute or matter arising under or in connection with this Agreement. XYZ makes no representation that the information contained herein is appropriate or available for use in locations outside the United Kingdom. Notwithstanding the foregoing, XYZ retains the right to pursue legal proceedings in any jurisdiction where it is believed that a breach of this agreement originated or has taken place.

18. Contacting XYZ

For questions regarding these Terms of Use you may contact XYZ by email or by writing to us at the address shown in the website under 'Contact Us'