

Terms Of Use Pine Gap Audio, LLC

Recording Mastering, Mixing Terms & Conditions of Use February 21, 2023

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ACCEPTANCE OF TERMS & CONDITIONS

Access and Acceptance: Your access to and use of the Pine Gap Audio, LLC Online website (“Website”) and the services referred to in Section 2 below (“Services”) is subject to these terms and conditions. By accessing and/or using the Pine Gap Audio Online website located at: www.pinegapaudio.com (the “Website”) and/or the Pine Gap Audio Services (defined below) you signify your agreement to the following (i) terms and conditions (the “Terms and Conditions”), and accept and agree to be bound by them, whether or not you register with Pine Gap Audio. (“Agreement”). Where applicable under law, these terms and conditions constitute a ‘writing signed by you’. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS OR THE UMG PRIVACY POLICY, YOU MUST CEASE USING THE WEBSITE/ SERVICES. Nothing stated in these terms and conditions confers any rights or benefits to third-parties.

Right to Amend Terms: Pine Gap Audio reserves the right at our sole discretion to change, modify, add or delete portions of these terms and conditions at any time without further notice. If we do this, we will post the changes to these terms and conditions on this page and will indicate the effective date at the top, but you should regularly review our terms and conditions to stay abreast of updated changes at www.pinegapaudio.com. If you do not agree to (or cannot comply with) the Agreement as amended, your only remedy is to stop using the Website/Services.

THE SERVICES

Services: These terms and conditions are applicable to each user of the Website, including users who upload content on the Website. “Content” refers to sounds, music, song lyrics, audio files, data, text information and any other materials you may upload to the Website. The Website offers digital mixing and mastering services in various formats for cd and vinyl production, as well as standalone vinyl cutting services (the “Services”) such formats include digital and physical products and may vary from time to time (“Products”). In addition to mixing and mastering, the “Services” refer to all aspects of Pine Gap Audio, including but not limited to all current or future products, software and services offered through the Pine Gap Audio Online Website, including software and other applications.

The Service may incorporate links to third party websites that are not owned by or under the control of Pine Gap Audio. Pine Gap Audio does not control and assumes no liability for the content, privacy policies, or practices of third party websites that are incorporated. Pine Gap Audio is not obligated to monitor, censor, or edit the content from third party websites. By using the Website and agreeing to our terms and conditions, you explicitly waive Pine Gap Audio from any and all liability that results from your interactions with any third-party website. We urge all users to be informed when you exit the Service or Website and to fully read the terms and conditions and privacy policy of each other website that you visit.

AGE RESTRICTION

You must be at least 18 years of age to register and use the Services.

Children under the age of 13 years of age may not access or use the Website. If you are under 18 years of age but over 13 years of age you may use this Website only with the consent and supervision of a parent or guardian. If you are under 13 years of age, do not use this Service.

USE OF THE WEBSITE AND SERVICES

Pine Gap Audio hereby grants you permission to access and use the Service as set forth in the Terms and Conditions, so long as:

You are solely responsible for any Content (as defined in Section 6) submitted by you.

You agree not to:

distribute any part of the service in any way or through any channel;

alter, change, or make any modifications to any part of the Service;

use the Service for any commercial uses whatsoever, including but not limited to the (i) the sale of access thereto; or (ii) use on behalf of a third party without first obtaining approval from Pine Gap Audio in writing;

use the Website or Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;

use this Website or any of the Services to submit, upload, display, transmit, disseminate or otherwise use and/or upload any Content that is false and/or defamatory, inaccurate, abusive, vulgar, obscene, profane, hateful, harassing, sexually oriented, threatening, invasive of anyone's privacy, or violates any law;

threaten, abuse, disrupt, stalk or otherwise violate the legal rights of others;

upload, post or disseminate any information or Content in any manner that infringes any copyright, trademark, patent or other proprietary right of any party or infringes any intellectual property law or other applicable law;

restrict or inhibit any other user from using and enjoying the Website or any of the Services;

use the website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Service;

transmit any Content, information or software that contains a virus, worm, time-bomb, cancelbot, trojan horse or other harmful, disruptive, or deleterious component;

you will not utilize any automated systems, including but not limited to any robot, spider, site search/retrieval application, or any other manual or automated technique to scrape, index, data mine, etc., or in any way reproduce or circumvent the navigational structure or presentation of the Pine Gap Audio system, the Services, or the contents of such Website or Services.

However,

impersonate any other individual or entity in connection with your use of this Website or any of the Services;

use the Services to distribute files illegally or violate the rights of others to copy and distribute protected work.

You further agree, represent and warrant that

you solely own or otherwise control all of the rights to the Content that you submit to the Website and that you are not prohibited from submitting the Content to Pine Gap Audio by any other agreement or obligation;

all information and details you provide is accurate, complete and current;

if you are not a consumer, you confirm that you have the authority to bind any business on whose behalf you use the Website/Services.

In addition, you acknowledge that by using this Website and/or the Services, you are not submitting Content for the purpose of consideration by any music label associated with or affiliated with Pine Gap Audio and your Content will not be reviewed for purposes of submission to any label.

PRICING, TAXES AND COMMENCEMENT OF SERVICES

Pricing: You agree to pay all charges, including postage, shipping and handling charges at the prices in effect when such charges are incurred. You are solely responsible for paying any applicable taxes relating to your purchases.

Payment: Payments hereunder to Pine Gap Audio must be by check, debit or credit card. Pine Gap Audio's credit card processing merchant will not charge your credit card until your Content has been successfully uploaded and you have confirmed the details required for your project, following which we will then process your payment prior to commencement of the Services.

Commencement of Services; Refunds. You give Pine Gap Audio permission to commence the performance of its Services prior to the expiry of any "cooling off" period which might otherwise apply following your receipt of the recorded tracks submitted to Pine Gap Audio.

Pine Gap Audio does not provide any refunds of payment subsequent to work commencing on the Services.

7.4 Revisions. Pine Gap Audio will provide two (2) revisions free of charge to downloaded Content upon written request.

TRADEMARK AND COPYRIGHT INFORMATION

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When using the Service, users may be exposed to Pine Gap Audio Materials from various sources

Digital Millennium Copyright Act

If you are a copyright owner or an agent thereof and believe that any Pine Gap Audio Materials or Content uploaded to or hosted on the Service infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing us with all information required by the statute (see 17 U.S.C 512(c)(3) for further detail) via the Services portal.

Pine Gap Audio CREDIT

To the extent you are in compliance with these terms and conditions and choose to credit Pine Gap Audio with respect to any recording that has been mixed and/or mastered by Pine Gap Audio for release to the public, we hereby grant you the limited, revocable right to include the following approved credit, in the form specified in section 10.1 below. Please include within such credit only the specific Service(s) that were provided to you by Pine Gap Audio:

10.1 Approved Credit Language: "[Mixed] [and] [Mastered] by Pine Gap Audio."

10.2 Any such approved credit shall be included in a suitable place in the inner sleeve liner notes of the CD or other recording and shall be in the same size, typeface and font as any other similar information included in such liner notes. For the avoidance of doubt, Pine Gap Audio does not grant you any permission whatsoever to include any additional information

other than the approved credit language specified in section 10.1 above, including but not limited to Pine Gap Audio' or its affiliates' and/or imprints' logo(s), imagery, trademarks, or the Pine Gap Audio mixing or mastering engineer(s) names, or any other Pine Gap Audio information and/or intellectual property, in any manner, or on any medium.

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PRIVACY

We are committed to protecting your privacy. We will only use the information that we collect about you lawfully. Please refer to our privacy policy.

ARCHIVING

Pine Gap Audio, LLC makes no representation or warranty that it shall retain any Content once the requested work has been completed and the relevant Content downloaded by you and therefore cannot be held responsible for any partial or complete loss of any Content. Without prejudice to the foregoing, you give Pine Gap Audio permission to retain and/or archive copies of Content for a period of up to three (3) months following the download of the relevant completed Content by you.

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EVEN IF PINE GAP AUDIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. PINE GAP AUDIO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVERS THAT MAKE THEM AVAILABLE, ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PINE GAP AUDIO DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITE OR THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE. YOU (AND NOT PINE GAP AUDIO) ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR, OR CORRECTION OF ANY SUCH MATERIALS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, YOU AND PINE GAP AUDIO HEREBY AGREE THAT THE MAXIMUM AGGREGATE LIABILITY OF PINE GAP AUDIO TO YOU FOR ANY CLAIMS ARISING FROM OR RELATED TO THE SERVICES WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE RESPECTIVE FEE PAID BY YOU.

TERMINATION

We have the right to terminate our provision of the Services to you at any time.

VOID WHERE PROHIBITED

Although this website is accessible worldwide, not Services discussed or referenced on this website are available to all persons or in all geographic locations. We reserve the right to limit, in our sole discretion, the provision of service to any person or geographic area. The Services shall be deemed to be unavailable/void where prohibited.

INDEMNIFICATION

You remain solely responsive for your Content and you agree to indemnify, defend and hold harmless Pine Gap Audio and their parents, affiliates, officers, directors, employees and agents from and against all claims, judgments, losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from any violation or alleged violation by you of this Agreement, including, but not limited to your transmission of the Content and Pine Gap Audio use of Content in connection with the Services and as set forth herein. Pine Gap Audio reserves the right to assume and control the exclusive defense of any matter subject to indemnification by you.

MISCELLANEOUS PROVISIONS

19.1 Governing Law This Agreement and claims directly or indirectly arising out of this Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina, and each party consents to the exclusive jurisdiction of Moore County, for the adjudication of any disputes arising out of or related to this Agreement.

Severability If any provision or term of this Agreement, not being of a fundamental nature, is held to be invalid, illegal or unenforceable: (a) the validity, legality and enforceability of the remainder of this Agreement shall not be affected; and (b) with respect to a particular jurisdiction, the applicable provision shall not be affected in any other jurisdiction. Each provision of this Agreement is hereby declared to be separate, severable and distinct.

Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties with respect to the subject matter of this Agreement are expressly cancelled.

Relationship between the Parties: There is no joint venture, partnership, agency or fiduciary relationship existing between the parties, and the parties do not intend to create any such relationship by this Agreement.

No Third-Party Beneficiaries: Nothing in this Agreement is intended to give nor gives any

person (whether natural or legal) who is not a party to it, any rights under the Contracts (Rights of Third Parties) Act 1999, to enforce any of its provisions.

Force Majeure: We will not be held responsible for any delay or failure to comply with our obligations under this Agreement if the delay or failure arises from any cause which is beyond our reasonable control. This does not affect your statutory rights.

Pine Gap Audio reserves the right to modify or cease operations of the Services at any time without notice.