



The Songwriting Community Terms And Conditions

Last updated December 14, 2023

1. Definitions

- a. The user will be known as the "Member"
- b. The Songwriting Academy Ltd. will be known as the "Company"
- c. The Songwriting Community will be known as the "The Community"

2. Code Of Conduct

- a. Members must:
 - i. Conduct themselves professionally and with sensitivity at all times with other Members and Mentors/Staff of the Company.
 - ii. Act with honesty, integrity and respect in dealings with fellow Members, and Mentors/Staff of the Company.
- b. Harassment and exclusionary behaviour will not be tolerated. This includes but is not limited to: threats of violence, discriminatory language, personal insults especially those using racist or sexist terms, unwelcome sexual attention, sharing sexually explicit or violent material via electronic or any other means or advocating or encouraging any of the above behaviour.
- c. Reports of any inappropriate or objectionable behaviour or content will be investigated by the Company and acted on within a maximum period of 24 hours. If upheld, this will result in immediate termination of the Member account associated with the offending content or behaviour, and the Member may be referred to the appropriate authorities.
- d. Any content found to be objectionable by the Company will be removed permanently within a maximum period of 24 hours.
- e. The Member will be solely responsible for his/her/their behaviour and indemnifies the Company against any liability or legal action.

3. Deletion of Account

- a. If a Member wishes to delete their account in The Community, they may do so via
> Profile > Preferences > Account > Profile Deletion

4. Intellectual Property and copyright of material

- a. Any intellectual property created by the Member (including but not limited to: song copyrights and master recordings) will remain the property of the Member and any other third party involved in the creation of that intellectual property, and the Company will claim no ownership of that property.

- b. Any material provided to the Member by the Company (including but not limited to: course materials, master recordings, sample tracks, audio or video content and written resources) will remain the intellectual property of the Company. The Member may not replicate or distribute, by physical or electronic means, said material without the written permission of the Company.
 - c. Any attempt by the Member to replicate or distribute material owned by the Company without the written permission of the Company will be considered a breach of clause 6.b and will result in legal action to recover damages to the Company.
- 5. Alterations to The Community and its services: The Company reserves the right to amend any of the services or content offered within The Community where necessary.
- 6. Ownership of rights
 - a. All rights, including copyright, in this website are owned by or licensed to The Songwriting Academy Ltd. Any use of this website or its contents, including copying or storing it in whole or part, is prohibited without the Company's permission. The Member may not modify, distribute or repost anything from this website for any purpose.
- 7. If there is a problem with the services
 - a. If the Member has any questions or complaints about the services, they may contact the Company by emailing help@thesongwritingacademy.co.uk
 - b. The Company is under a legal duty to supply services that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).
- 8. Liability
 - a. The Company is only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. The Company does not accept liability if the Company is prevented or delayed from complying with our obligations set out in these terms and conditions by anything the Member (or anyone acting with their express or implied authority) does or fails to do, or is due to events which are beyond the Company's reasonable control.
 - b. Furthermore, the Company does not accept liability for any losses related to any business of the Member including but not limited to: lost data, lost profits, lost revenues or business interruption.
 - c. The Company does not accept liability for any personal or private agreements entered into directly between Members and/or Mentors, which do not fall within the services offered to the Member in the service.
- 9. Damage to the Member's computer
 - a. The Company tries to ensure that the website is free from viruses or defects. However, the Company cannot guarantee that the Member's use of this website or any websites accessible through it will not cause damage to the Member's computer.
 - b. It is the Member's responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, the Company will not be liable to

any person for any loss or damage which may arise to computer equipment as a result of using this website.

10. Notices

- a. Unless otherwise expressly stated in these terms and conditions, all notices from the Member to the Company must be in writing and emailed to help@thesongwritingacademy.co.uk and all notices from the Company to the Member will be displayed on the Company's website from time to time.

11. Law, jurisdiction and language

- a. The contract of these terms and conditions shall be governed by English Law and The Songwriting Academy Ltd. and the Member hereby submits to the exclusive jurisdiction of the English Courts in all matters regarding the contracts and these terms and conditions.

12. Invalidity

- a. If any part of these terms and conditions is unenforceable (including any provision in which the Company exclude our liability to the Member) the enforceability of any other part of these conditions will not be affected.

13. Privacy

- a. The Member acknowledges and agrees to be bound by the terms of the Company's privacy policy.

14. Third party rights

- a. Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.