



Amazing World Music - Terms & Conditions of Use:

Through this agreement, Amazing World Music Publishing is granting you the registered user, a license pre-cleared for all media, worldwide via the PRS for Music, either under a broadcaster blanket-IPC agreement or via the PRS Production Music Rate Card.

The access and use by you of www.amazingworldmusic.co.uk and Amazing World Music Publishing Services is subject to the following Terms and Conditions:

Clause (1a):

By using the Website and/or the Services, you are deemed to have agreed to all the terms, conditions and disclaimers contained in this notice and you will not use the Website and/or the Services in any way that contravenes these Terms and Conditions.

If you do not agree to these Terms and Conditions in full then you are not permitted to access or otherwise use the Website and/or the Services.

Clause (1b):

www.amazingworldmusic.co.uk and Amazing World Music Publishing Services reserves the right to update or amend these Terms and Conditions at any time and your continued use of the Website and/or the Services following any such changes shall be treated as acceptance by you of such changes.

Clause (1c):

www.amazingworldmusic.co.uk and Amazing World Music Publishing Services reserves the right for any reason at its sole discretion to terminate, change, suspend or discontinue any aspect of the Website and/or the Services including without limitation, the content.

Clause (2a):

www.amazingworldmusic.co.uk Website provides access to production music for professionals working in film, television, radio, advertising and new media including listening to music tracks to appraise their suitability for use in a production and downloading the sound recording for the purpose of using it in a production, subject to securing all necessary licences for such use as listed under clause 6a.

Clause (2b):

The ability to access all the facilities provided by the Amazing World Music website, is dependant upon you being accepted as a registered user of the Website.

To complete the registration process you will need to provide certain information and register an email address and password for use with the Website.

Clause (3a):

You are responsible for maintaining the confidentiality of your username and password and also for all activities which take place when your email and password are used to log in to the Website.

Clause (3b):

You agree to notify us immediately when you become aware of any unauthorised use of your username and password or any other breach of security.

Clause (4a):

In no event will Amazing World Music be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your email and/or password.

Clause (4b):

You agree that you will only use the Website and the Services in accordance with the purpose

prescribed by Amazing World Music and you warrant that you will not use the Website and/or the Services in any way which infringes the copyright, trademark, patent or other proprietary right of any party.

Clause (4c):

Amazing World Music shall have the right to terminate your access as a registered user of the Website and the Services, without notice at any time, for any reason, including without limitation the breach by you of any of these Terms and Conditions.

Clause (4d):

You agree that Amazing Music shall not be liable to you or any third party for any termination of your access to the Website or the Services including the suspension or discontinuance of the Website and/or the Services.

Clause (5a):

All copyright and other intellectual property rights in all text, images, artwork, sound recordings, musical compositions, software and other content on the Website are owned by Amazing World Music or are included with the permission of the relevant owner.

Clause (5b):

You may only use the Website and the Services for the purposes of searching for and downloading music for use in professionally created audio or audio visual productions.

Clause (5c):

Images, trademarks and brands displayed on the Website are protected by copyright, trademark and other intellectual property laws and may not be reproduced or appropriated in any manner without written permission of their respective owner.

Clause (6a):

All uses of music downloaded from the Website and/or the Services must be licensed through Amazing World Music and/or the PRS For Music-MCPS, via the either of the Four licensing systems listed below:

1. The PRS for music IPC (independent Production Companies) - United Kingdom and Eire licensing and broadcast blanket licensing
2. The PRS For music Production Music License Manager
3. By entering into direct communication with PRS for music via their Website: <https://www.prsformusic.com/licences>
4. By entering into direct communication with www.amazingworldmusic.co.uk.

Clause (6b):

All rights of the owners of the sound recordings, musical compositions and performers in respect of the content on the Website and the Services are reserved.

Clause (6c):

Unauthorised public performance, broadcast, communication to the public, copying and distribution is prohibited.

Clause (7a):

The recordings which may be accessed from the Website and the Services are specifically produced for film, television, radio, advertising and new media under industry agreements.

Clause (7b):

Their use is subject at all times to obtaining an appropriate licence from the copyright owner – Amazing World Music - or its relevant agent / performing right society prior to any exploitation or use of the relevant production or recording.

Clause (7c):

Furthermore, public performance, broadcast and all other communication to the public of the production or recording may only be made pursuant to a separate licence from the relevant

performing right society.

Clause (8a):

You agree to indemnify Amazing World Music from and against all costs, claims, demands, proceedings and damages including its own legal costs which are incurred by it howsoever, arising in respect of any breach by you of these Terms and Conditions and from and against, any claim or demand brought against Amazing World Music, by any third party arising out of your use of the Website and/or the Services.

Clause (8b):

To the extent permitted by law, Amazing World Music will not be responsible or liable for any loss or damages of any nature whether direct or indirect including any loss of profits, or any consequential damages suffered or incurred, by you arising out of or in connection with the use of the Website and/or the Services.

Clause (8c):

Use by you of the Website and the Services is at your own risk.

Clause (8d):

The Website and the Services are provided on an "as is" and "as available" basis without any representation or warranty of any kind, whether express or implied including but not limited to, any warranty as to content and accuracy of information, usefulness, title, non-infringement, fitness for a particular purpose or that the Websites and the Services will meet your requirements.

Clause (9):

Further, no warranty is given by Amazing World Music that the functionality of the Website and the Services will be uninterrupted or error free, that defects will be corrected, or that the Website and the Services or the server that makes them available, are free of viruses or anything else which may be harmful or destructive.

Clause (10):

These Terms and Conditions shall be construed in accordance with English and international copyright law and you hereby submit to the exclusive jurisdiction of both English and any International courts of law.