

TERMS OF SERVICE

General

Black Note Transcriptions ("Black Note", "we", "us") owns and operates the following website - <https://www.blacknotetranscriptions.com>.

Access to and use of the Website and the services available through the Website are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all the Terms of Service, as they may be changed by us from time to time.

Intellectual Property, Software and Content

If we transcribe music for you and you do NOT already own the copyright for that music, you agree that we are providing these transcription services as a work for hire for you, and the work product of those services is for your private, non-commercial use only. We do not provide a license for this music. You are forbidden to resell, publish, distribute, perform, broadcast, or otherwise use this music in violation of U.K. or international copyright law. You will require the permission of the original rightsholders to rearrange the works you will have on our service, and you may be required to pay a fee for using their works.

The intellectual property rights in all software and content (including photographic images) made available to you on or through the Website remain the property of us or our licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by us and our licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on the Website nor may you use any such content in connection with any business or commercial enterprise.

TERMS OF SALE

By placing an order on the Website, you are offering to purchase a service on and subject to the following terms and conditions.

All orders are subject to availability and confirmation of the order price.

Delivery times may vary according to availability and subject to any delays resulting from server or internet disruptions, or force majeure for which we will not be responsible.

In order to contract with us you must possess a valid credit or debit card issued by a bank acceptable to us. We retain the right to refuse any request made by you. If your order is accepted, we will inform you by email. When placing an order, you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are enough funds to cover the cost of the services.

Our Contract

When you place an order, you will receive an acknowledgement email confirming receipt of your order; this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by email that the service which you ordered has been delivered to you. Only what is listed in the confirmation email sent at the time of dispatch will be included in the contract formed.

Pricing and Availability

Although we try and ensure that all details, descriptions and prices which appear on the Website are accurate, errors may occur. If we discover an error in the price of anything which you have ordered, we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. If you cancel and you have already paid, you will receive a full refund.

Payment

Upon receiving your order, we carry out a standard authorisation check on your payment card or account to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of which you wish to purchase. Once you have been sent a confirmation email the monies paid

as a deposit shall be used as consideration for what you have purchased as listed in the confirmation email.

Disclaimer of Liability

The material displayed on the Websites is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law, we and our suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute services, arising out of or related to the use, inability to use, performance or failures of the Websites or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect our liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

Linking to this website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. The Website must not be framed on any other site; nor may you create a link to any part of the Website other than the home page without our permission. We reserve the right to withdraw linking permission without notice.

Disclaimer as to ownership of trade marks, images of personalities and third-party copyright

Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and/or locations featured on the Website is in no way associated, linked or affiliated with us and you should not rely on the existence of such a connection or affiliation. Any trademarks and/or names featured on the Website is owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to us.

Indemnity

You agree to indemnify, defend and hold harmless Black Note, its directors, officers, employees, consultants, agents, and affiliates, from any and all third-party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use of the Website or your breach of the Terms of Service.

Variation

We shall have the right in our absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page or portion of the Website.

Invalidity

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

Complaints

We operate a complaint handling procedure which we will use to try to resolve disputes when they first arise. Please let us know if you have any complaints or comments.

Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and us. Any waiver of any provision of the Terms of Service will be effective only if published.