

## **Website Terms and Conditions**

Last updated 9<sup>th</sup> August 2022

This website is owned and operated by Christopher Hoggarth Music. These terms set forth the terms and conditions under which you may use our website and services offered by us. This website offers visitors information and news on artist Chris Justin and the opportunity to view and purchase digital products relating to the artist. By accessing or using the website or our service, you approve that you have read, understood, and agree to be bound by these terms.

### **Using the Site**

In order to use our website and/or make purchases through the website, you must be at least eighteen (18) years of age, or of the legal age majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these terms as a binding agreement. You are not allowed to use this website if doing so is prohibited in your country under any law or regulation applicable to you.

### **Commercial Terms**

When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

### **Refund Policy**

We stand behind our products and your satisfaction with them is vital to us. However, because all of our products are digital products delivered via internet download we generally offer no refunds.

Refund requests are handled on a case by case basis and are issued at our sole discretion. Refund requests, if any, must be made within thirty (30) days of your original purchase.

### **Retention of Right to Change Offering**

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

## **Warranties and Responsibilities for Services and Products**

When we receive a valid reason for refund of a product, we will first attempt to resolve any issue that has arisen. If the issue is unable to be resolved, refund requests are handled on a case by case basis and are issued at our sole discretion. Refund requests, if any, must be made within thirty (30) days of your original purchase.

## **Ownership of Intellectual Property, Copyright, Logos**

The service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Christopher Hoggarth Music. Except as explicitly provided herein, nothing in these terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof. Upon agreement from both parties, license may be granted to synchronise a musical work under the terms of the license, which are separate from these terms and shall be agreed on a case by case basis.

## **Indemnification**

You agree to indemnify and hold Christopher Hoggarth Music harmless from any demands, loss, liability, claims or expenses (including legal fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

## **Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall Christopher Hoggarth Music be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Christopher Hoggarth Music assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

### **Right to Change and Modify Terms**

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the terms in a material manner, we will notify you that material changes have been made to the terms. Your continued use of the website after any such change constitutes your acceptance of the new terms. If you do not agree to any of these terms or any future version of the terms, do not use or access (or continue to access) the website.

### **Promotional Emails and Content**

If upon check-out you choose to opt in to receive promotional content, you agree to receive from time to time promotional material via email. If you wish to stop receiving this material, please notify us at any time.

### **Customer Support Contact Details**

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply would like more information, please contact us at [chrisjustinsound@gmail.com](mailto:chrisjustinsound@gmail.com)