

# Figurenotes Software User Agreement – Terms of Service

THIS TERMS OF SERVICE AGREEMENT ("AGREEMENT") IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU ("YOU," "YOUR" OR "YOURSELF") AND DRAKE MUSIC SCOTLAND ("OUR," "US," "WE" OR "DRAKE MUSIC SCOTLAND"), WHICH GOVERNS YOUR USE OF THE FIGURENOTES SOFTWARE WEBSITE, APPS, APIs AND WIDGETS, TOGETHER WITH ALL INFORMATION, CONTENT, PRODUCTS, MATERIALS AND SERVICES MADE AVAILABLE TO YOU THROUGH THE SAME BY US (COLLECTIVELY, "THE SERVICE"). PLEASE READ THIS AGREEMENT CAREFULLY PRIOR TO USING THE SERVICE. BY REGISTERING FOR, USING OR OTHERWISE ACCESSING THE SERVICE, YOU ARE CONSENTING TO BECOME A PARTY TO THIS AGREEMENT AND AGREEING TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS HEREIN. PLEASE DISCONTINUE USING THE SERVICE IMMEDIATELY, IF, FOR ANY REASON, YOU DO NOT ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE AND OUR PRIVACY POLICY.

## **1. ACCESS TO THE SERVICE**

1.1 You may use the Service only if you can legally form a binding contract with Drake Music Scotland, and only in compliance with these Terms and all applicable laws. When you create your account, you must provide us with accurate and complete information. You agree that we may automatically update the software, and these Terms will apply to any updates.

1.2 Subject to certain limitations as described herein, you are granted the right to access the web-based Figurenotes software, including song library, help files, and any other materials (collectively, "Content") under certain terms and conditions as set forth in this Agreement. The rights granted herein are personal to you and you shall not assign or sub-licence same. In order to use the Service, you must obtain access to the Internet and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet and be able to access any exported files.

## **2. YOUR REGISTRATION OBLIGATIONS**

You agree to provide true, accurate, current and complete information about yourself as prompted by the Service registration process (such information being the "Registration Data"). You further agree that, in providing such Registration Data, you will not knowingly omit or misrepresent any material facts or information and that you will promptly enter corrected or updated Registration Data via the Service, or otherwise advise us promptly in writing of any such changes or updates. You further consent and authorise us to verify your Registration Data as required for your use of and access to the Service, as applicable. If you are already registered for the Service, you shall utilise your existing user ID and password in connection with your

account (collectively referred to herein as "IDs"). If you are not already registered, you shall establish IDs. You agree that you will not allow another person to use your IDs to access and use the Service under any circumstances. You are solely and entirely responsible for maintaining the confidentiality of your IDs and for any charges, damages, liabilities or losses incurred or suffered as a result of your failure to do so. We are not liable for any harm caused by or related to the theft of your IDs, your disclosure of your IDs, or your authorisation to allow another person to access and use the Service using your IDs. Furthermore, you are solely and entirely responsible for any and all activities that occur under your account including any charges incurred relating to the Service. You agree to immediately notify us of any unauthorised use of your account or any other breach of security known to, or suspected by, you. You acknowledge that the complete privacy of your data and messages transmitted while using the Service cannot be guaranteed. A person who completes the registration process for the Service is sometimes referred to herein as a "Registered User".

### **3. SERVICE FEES**

3.1 By registering for the Service, you agree to pay the fees designated for the Service level you select and in accordance with this section 3.1. The term "year" (or "annual" or "annually") is defined as a calendar year.

3.2 Your account will be active for one year from the date of purchase. When approaching this date, a link will appear on the main page of the software providing an opportunity to renew your account for a further year. You will also receive an email reminder. If you choose not to renew, you will no longer have access to the software.

3.3 Payment must be made by a major debit or credit card accepted by Drake Music Scotland (currently, VISA and MasterCard), or any other methods of payment as Drake Music Scotland may accept from time to time. If Drake Music Scotland does not receive payment from the credit card issuer or its agent, you agree to pay all amounts due upon demand by Drake Music Scotland. Your card issuer agreement governs your use of your designated card in connection with the Service, and you must refer to that agreement and not this Agreement to determine your rights and liabilities as a cardholder. You, and not Drake Music Scotland, are responsible for paying any amounts billed to your credit card by a third party, which were not authorised by you. If you want to designate a different credit card or there is a change in credit card validity or expiration date, or if you believe someone has accessed the Service using your IDs without your authorization, you must contact Drake Music Scotland immediately at [figurenotes@drakemusicscotland.org](mailto:figurenotes@drakemusicscotland.org)

3.4 You agree to pay Drake Music Scotland all reasonable legal fees and costs incurred by Drake Music Scotland to collect any past due amounts. Your account may be deactivated without further notice, and this Agreement terminated, if payment is past due, regardless of the monetary amount. You agree to pay any outstanding balance in full within thirty (30) days of cancellation or termination of your Service account.

3.5 The fees, charges and payments hereunder do not include and you are solely responsible for paying any taxes, duties, government levies or other charges

imposed by a taxing or other regulatory authority relating to your use of the Service. You are solely responsible for arranging payment for any and all additional or premium charges for your use of any third party services via the Service.

3.6 Drake Music Scotland reserves the right, at any time, to change its fees and billing methods, including the addition of supplemental fees or separate charges for content, or services provided by Drake Music Scotland. The fees applicable from time to time are available on our website [and any increases shall be notified by email to existing account holders]. If any such change is unacceptable to you, you may cancel your subscription to the service, as provided in section 4. Your continued use of the service following the effective date of a change to such fees and billing methods shall constitute your acceptance of such change.

#### **4. TERMINATION /CANCELLATION/ REFUNDS**

4.1 To cancel your account, please contact Drake Music Scotland at [figurenotes@drakemusicscotland.org](mailto:figurenotes@drakemusicscotland.org). If you cancel your subscription, Drake Music Scotland will not refund any remaining portion of your subscription fees. Please note that, following cancellation of your account or your subscription to the Service, you will not be able to use the Service.

4.2 We may terminate this Agreement, restrict, suspend or terminate your use of the Service immediately and without notice or liability, if you violate, breach or fail to comply with this Agreement in any way, and it will not limit any other rights or remedies which are available to us.

4.3 You may terminate this Agreement by providing us with notice of your termination via email at [figurenotes@drakemusicscotland.org](mailto:figurenotes@drakemusicscotland.org). Termination is your sole right and exclusive remedy if you are not satisfied with the Service. Upon the effective date of any such termination, your right to use the Service shall immediately cease.

#### **5. USER RESTRICTIONS**

5.1 You may not use the Service to upload, distribute, transmit, communicate, link to, publish or access any data, information or material through, using or otherwise in connection with the Service, that in our sole discretion we consider: (a) is libellous, defamatory, vulgar or obscene, pornographic, sexually offensive or explicit, harmful or harassing, threatening, hateful, racially, culturally, ethnically or otherwise objectionable or offensive, discriminatory or abusive; (b) violates any law or regulation or the rights of others; (c) causes duress, distress or discomfort to another or is likely to deter or discourage others from using the Service; and/or (d) infringes any intellectual property, proprietary rights or confidentiality obligations of others.

5.2 You may not use the Service to: (a) attempt to or actually disrupt, impair or interfere with, alter or modify the Service or any information, data or materials posted and/or displayed by us or anyone else; (b) act in a way that affects or reflects negatively on us, the Service, or anyone else; and/or (c) collect or attempt to collect any information from others including, without limitation, personally identifiable information, without such party's prior consent. You agree to comply with all laws, statutes, rules and regulations, as well as any international treaties, which are

applicable to your use of the Service.

5.3 You are prohibited from violating or attempting to violate the security of the Service, including, without limitation: (a) accessing data not intended for you or logging onto a processor, communications or access device or account which you are not authorised to access; (b) attempting to probe, scan or test the vulnerability of the Service or to breach security or authentication measures, regardless of your motives or intent; (c) attempting to interfere with or disrupt the Service or service to any user, processor, host or network, including, without limitation, by submitting a virus, worm or Trojan horse; or (d) sending unsolicited e-mail or other information, including promotions or advertising. Violations of system or network security or this Agreement may result in civil or criminal liability. We have the right to investigate occurrences, which may involve such violations and we may involve, provide information to and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1 In some cases, Drake Music Scotland derives its rights to use the Content offered on the Service from third party content owners ("Content Providers") for fixed periods of time. As well, Drake Music Scotland is sometimes required to remove certain Content off the Service for legal reasons. Therefore, certain Content offered or advertised by Drake Music Scotland may not be available when you try to access it, and not all Content is available in all countries or territories.

6.2 By using the Service, you acknowledge and agree that you have no right to provide any files obtained through the Service to any other party or through any other means. You agree that you will not duplicate or otherwise reproduce the Content, or any portion thereof, onto any physical medium, memory or device now known or hereinafter devised. In addition, you agree that you will not attempt to, or encourage or assist any other person to, circumvent or modify any Content protection methods

6.3 Except as expressly stated in Section 7 ("User Generated Content"), the Content available through the Service is the property of Drake Music Scotland or its Content Providers and is protected by copyright and other intellectual property laws. Content received through the Service may be accessed for your personal, non-commercial use only.

6.4 You acknowledge that Drake Music Scotland retains exclusive ownership of the Service and all intellectual property rights associated therewith. The Service contains proprietary and confidential information that is protected by copyright laws and international treaty provisions. Except as expressly provided herein, you are not granted any rights or licence to patents, copyrights, trade secrets, trademarks or any other intellectual property with respect to the Service or the Content, and Drake Music Scotland reserves all rights not expressly granted hereunder. You may not copy, reproduce, transfer or access (except as expressly authorised by this Agreement), re-license, reverse engineer, decompile, disassemble, translate,

publish, transmit, distribute, display, broadcast, re-broadcast, redistribute, modify, create derivative works from, capture or store in any physical media, market, rent, sell, lease, sublicense, or participate in any sale of or exploit in any way, in whole or in part, directly or indirectly, the Service or any related software, except as expressly provided for in the GNU Public license. You shall promptly notify Drake Music Scotland in writing upon your discovery of, or as soon as you suspect, any unauthorized use or infringement of the Service or the Content or Drake Music Scotland's patent, copyright, trade secret, trademarks or other intellectual property rights. Except as expressly provided for herein, any copy or use of any portion of the Service shall constitute an act of copyright infringement and a breach of this Agreement. Furthermore, Drake Music Scotland may in its sole discretion pursue any other available rights or remedies at law or in equity for a violation of this Agreement or such copyright infringement.

6.5 We respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide the following information:

(i) an electronic or physical signature of the person authorised to act on behalf of the owner of the copyright or other intellectual property interest;

(ii) a description of the copyrighted work or other intellectual property that you claim has been infringed;

(iii) a description of where the material that you claim is infringing is located on the site;

(iv) your address, telephone number, and email address;

(v) a statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law;

(vi) a statement by you that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorised to act on the copyright or intellectual property owner's behalf.

Our Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

Figurenotes

Drake Music Scotland

SPACE, 11 Harewood Road

Edinburgh

EH16 4NT

By email:

[figurenotes@drakemusicscotland.org](mailto:figurenotes@drakemusicscotland.org)

6.6 Please note that any Content made available on or through the Service which contains or displays the YouTube logo or which is provided via the YouTube player is hosted on YouTube's servers, and Drake Music Scotland thus does not have the ability to permanently remove all or any such content from YouTube's servers. Therefore, if you have a complaint concerning any video content made available on the Service that is provided by YouTube, you should contact YouTube directly in accordance with copyright policies at: <http://www.youtube.com/t/terms>. If you believe that your work is available on the Website via the YouTube player in a way that constitutes copyright infringement, please: (i) contact YouTube directly in accordance with copyright policies at: <http://www.youtube.com/t/terms> and (ii) contact Drake Music Scotland by sending us a notice in accordance with the provisions of this Section 6.

6.7 The Drake Music Scotland/Figurenotes logos and other trademarks on the site are the property of their respective owners and are owned by, licensed to, or, where required, used with permission by Drake Music Scotland and may not be reproduced, copied, or manipulated in any manner without the express, written approval of the trademark owner.

## **7. USER GENERATED CONTENT**

7.1 The Service may, but we are not obligated to, offer interactive features that allow Registered Users to, among other things, submit or post Content ("User Generated Content") or links to third party Content on areas of the Service accessible and viewable by other users of the Service and the public. If you are a Registered User, you represent and agree that any use by you of such features, including any User Generated Content or links submitted or posted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable or in poor taste or that is otherwise in breach of clause 5.1, and that you have obtained all necessary rights, licences or clearances. Registered Users also further agree to provide accurate and complete information in connection with your submission or posting of any User Generated Content on the Service. "User Generated Content" includes, without limitation, Notation, reviews, videos, photos, articles, audio files, applications and any other content whether copyrightable or not. "Notation" means a system of notation using letters, symbols, or other visual cues to indicate how a musical work is to be played.

7.2 Drake Music Scotland does not claim any ownership rights in User Generated Content that you transmit, submit, display or publish ("post") on, through or in connection with the Service. After posting your User Generated Content on, through or in connection with the Service, you continue to retain any such rights that you may have in your User Generated Content, subject to the limited licence herein. By posting any User Generated Content on, through or in connection with the Service, you hereby grant to Drake Music Scotland a limited licence to use, modify, delete

from, add to, publicly perform, publicly display, reproduce, and distribute such User Generated Content solely on, through or in connection with the Service, including, without limitation, through the Service to applications, widgets, websites or mobile, desktop, including, without limitation, distributing part or all of the Service and any User Generated Content included therein, in any media formats and through any media channels, including without limitation, third party social media and streaming platforms, and shall constitute a waiver of any rights, "moral rights," or any similar rights under any jurisdiction. Except as expressly provided for herein, this limited licence does not grant Drake Music Scotland the right to sell or otherwise distribute your User Generated Content outside of the Service.

7.3 The licence you grant to Drake Music Scotland is an irrevocable, non-exclusive (meaning you are free to license your User Generated Content to anyone else in addition to Drake Music Scotland), fully-paid and royalty-free (meaning that Drake Music Scotland is not required to pay you or anyone else deriving rights from you for the use on the Service of the User Generated Content that you post), sublicensable (so that Drake Music Scotland is able to use its affiliates, subcontractors and other partners such as Internet content delivery networks and wireless carriers to provide the Services), perpetual (meaning that no termination of this Agreement will affect the licence granted by you), and worldwide (because the Internet and the Services are global in reach).

7.4 Drake Music Scotland reserves the right not to post or publish any User Generated Content, and to delete, remove or edit any User Generated Content, at any time in its sole discretion without notice or liability. Without limiting the foregoing, User Generated Content which is not playable, downloadable and/or displayable in mobile apps, or which is posted primarily for the purpose of promoting another website or service, may be removed in Drake Music Scotland sole discretion and without notice or liability.

7.5 Drake Music Scotland has the right, but not the obligation, to monitor any information and User Generated Content submitted or posted by you or otherwise available on the Service, to investigate any reported or apparent violation of this Agreement, and to take any action that Drake Music Scotland in its sole discretion deems appropriate.

7.6 Rights Granted to Registered Users:

(a) Notation Rights. Subject to any third party restrictions, Drake Music Scotland grants to Registered Users a nonexclusive right and licence, solely on or through Service, to (i) create Notation based upon the compositions that we have licensed from third party publishers and writers (the "Licensed Compositions"); and (ii) reproduce, distribute and display the Notation (or any portion thereof) on or through the Service.

(b) Demonstration Rights. Subject to any third party restrictions, Drake Music Scotland grants to Registered Users a nonexclusive right and licence, solely on or through the Service, to (i) record the Licensed Compositions as audio files, (ii) record the Licensed Compositions in synchronization with visual images representing Notation; and (iii) perform publicly the Licensed Compositions and any reproductions in conjunction with Notation (collectively the "Demonstration Rights").

(c) The Notation Rights and the Demonstration Rights as provided hereunder are collectively referred to hereunder as the "Rights Granted." For purposes of clarification and the avoidance of doubt, the Rights Granted are only granted to Registered Users of the Service and not to any other users of or visitors to the Service.

(d) Ownership and Reservation of Rights. Except for the Rights Granted hereunder, and subject to any third party restrictions, the respective Content Providers retain all right, title and interest in and to the Licensed Compositions and nothing in this Agreement shall (or shall be construed to) restrict, impair, transfer, license, convey or otherwise alter or deprive the respective Content Providers of any of their rights or proprietary interests in any intellectual property, content, data, information or any other materials or rights, tangible or intangible. The Rights Granted hereunder shall terminate immediately and automatically on termination of this Agreement and/or deactivation of your account for any reason.

## **8. DISCLAIMER OF WARRANTIES**

You expressly agree that use of and access to the service is at your sole risk. The service is provided on an "as is" and an "as available" basis. We do not make, and hereby disclaim, any representations or warranties regarding the service, the figurenotes site and the products and services offered through the service or any portion thereof, express, implied or statutory, including (without limitation) implied warranties of merchantability, fitness for a particular purpose, title, non-infringement of third party rights or any warranties arising by course of dealing or custom of trade. We make no representation or warranty that any material, content, products or services displayed on or offered through the service are accurate, complete, appropriate, reliable, or timely. We also make no representations or warranties that the service will meet your requirements and/or your access to and use of the service will be uninterrupted or error-free, free of viruses, malicious code, or other harmful components, or otherwise secure. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

## **9. LIMITATION OF LIABILITY**

To the maximum extent permitted by law, Drake Music Scotland shall not be liable for any indirect, incidental, special or consequential loss or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the service; (b) any conduct or content of any third party on the service, including without limitation, any defamatory, offensive or illegal conduct of other users or third parties; or (c) unauthorised access, use or alteration of your transmissions or content. In no event shall Drake Music Scotland's aggregate liability for all claims relating to the service exceed one hundred British pounds (UK £100.00).

Drake Music Scotland isn't liable for damages that result from a non-material breach of any other applicable duty of care. This limitation of liability won't apply to any statutory liability that cannot be limited, to liability for death or personal injury caused by our negligence or wilful misconduct, or if and to exclude our responsibility for something we have specifically promised to you.

## **10. INDEMNITY**

You agree to defend, indemnify and hold us harmless against any losses, expenses, costs or damages (including our reasonable attorneys' fees, expert fees' and other reasonable costs of litigation or proceedings) arising from, incurred as a result of, or in any manner related to any claim or action based upon (a) your breach of, or failure to comply with, the terms and conditions of this Agreement, (b) your use of the Service, and/or (c) the use of the Service by any other person using your IDs. We may, in our discretion, participate in the defence of any such claim or action and any negotiations for its settlement or compromise. No settlement or admission which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defence and control of any such claim or action and then your corresponding indemnification obligation will end.

## **11. CHOICE OF LAW AND CONSENT TO JURISDICTION**

The Service is created, operated and controlled by Drake Music Scotland in the country of Scotland. The laws of Scotland will govern this Agreement without giving effect to any principles or conflicts of laws. Save as otherwise required by law, the Scottish courts shall have exclusive jurisdiction in respect of any dispute arising in relation to this Agreement.

## **12. OBJECTIONABLE MATERIAL**

You understand that by using the Service, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language. Nevertheless, you agree to use the Service at your sole risk and that Drake Music Scotland shall have no liability to you for content that may be found to be offensive, indecent, or objectionable. Content descriptions are provided for convenience, and you acknowledge and agree that Drake Music Scotland does not guarantee their accuracy..

## **13. LINKS TO OTHER SITES**

The Service may contain hyperlinks and pointers to other sites on the Internet that may be maintained by third parties ("Other Sites"). If you use the hyperlinks to access these Other Sites, you will leave the Service and your browser will be re-directed to the Other Sites. The Other Sites may have their own terms of use and privacy policy and those Other Sites may have different practices and requirements than the Service. Drake Music Scotland may not have knowledge of, and is not responsible for, the content, information, services, products or advertisements presented by any Other Site which you use at your own risk. Drake Music Scotland does not warrant or make any representation regarding the legality, accuracy, quality or authenticity of content, information, services or products presented by Other Sites. The hyperlinks to Other Sites do not constitute an endorsement by Drake Music Scotland of any Other Site(s) or resources, or their content, information, services or products. The Service is only providing these links to you as a convenience. The terms of use and privacy policy of any Other Sites shall apply to your access and use of them. Drake Music Scotland accepts no responsibility for the content or conduct of Other Sites

## **14. DRAKE MUSIC SCOTLAND LINKING AND WIDGET POLICY**

Any website that links to the Service or on which you include the Drake Music Scotland widget: (a) must not frame, surround, obfuscate or create a browser or border environment around any of the Content of the Service; (b) may link to, but not replicate, the Content of the Service; (c) must not imply that Drake Music Scotland or the Service are endorsing or sponsoring it or its products, unless Drake Music Scotland has given its prior written consent; (d) must not present false information about Drake Music Scotland or its products or services; (e) must not use the Service or trademarks except as expressly permitted in this Agreement or without Drake Music Scotland's prior written permission; (f) must not contain content that is illegal, obscene or defamatory, or that could be construed as distasteful, offensive or controversial; and (g) must not support, endorse or encourage piracy or the unauthorised exploitation of intellectual property rights. Notwithstanding anything to the contrary contained in this Agreement, Drake Music Scotland reserves the right to deny permission to link to the Service for any reason in our sole and absolute discretion. Any Drake Music Scotland widget is not provided for commercial use, distribution or exploitation. If you are the operator of a commercial website and would like to link to the Service or include the Drake Music Scotland widget in your website, please contact us by emailing [figurenotes@drakemusicscotland.org](mailto:figurenotes@drakemusicscotland.org) Drake Music Scotland reserves the right to remove links or block the Drake Music Scotland widget at any time and for any reason in its absolute discretion.

## **15. DRAKE MUSIC SCOTLAND PRIVACY POLICY**

Drake Music Scotland takes your privacy seriously and operates under the policies and principles outlined in its Privacy Policy, which contains important information and disclosures relating to the collection and use of your personally identifiable information in connection with your use of the Service. Our Privacy Policy is set forth here: <https://figurenotes.org/privacy-and-cookies/>

## **16. EXPORT**

You assume all responsibility for compliance with all laws and regulations of the United Kingdom and those of any other country from which You may access figurenotes.org regarding access, use, transfer, release, export, re-export and import of any Content appearing on or available through figurenotes.org.

## **17. CUSTOMER SUPPORT**

If you need assistance with your account, you may reach Customer Support at any time by email at [figurenotes@drakemusicscotland.org](mailto:figurenotes@drakemusicscotland.org). Please see [figurenotes.org/contact](https://figurenotes.org/contact) for all contact details and hours. The Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use expressly apply to the use of Customer Support.

## **18. OTHER IMPORTANT PROVISIONS**

18.1 You shall not use the Service in any manner contrary to any law. Drake Music Scotland expressly disclaims any and all responsibility or liability for any action by

you that is contrary to such law(s) by you and reserves the right to terminate your Service immediately upon notice of your failure to comply with any such law.

18.2 Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by us with respect to such use.

18.3 No failure or delay in enforcing any provision, exercising any option or requiring performance, shall be construed to be a waiver of that or any other right in connection with this Agreement.

18.4 These Terms, and any rights and licences granted hereunder, may not be transferred or assigned by you, but may be assigned by Drake Music Scotland without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. Drake Music Scotland may assign this agreement, and any rights and licences granted under it, to a third party. In case of such an assignment, you are entitled to terminate the agreement with immediate effect by deactivating your account. Drake Music Scotland will provide you with reasonable notice of any such assignment.

18.5 This Agreement, together with our Privacy Policy and any other rules, regulations, procedures and policies which we refer to and which are hereby incorporated herein by this reference, constitutes the entire agreement between you and us with respect to the Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Service.

18.6 Any provision which must survive in order to allow us to enforce its meaning shall survive the termination of this Agreement.

18.7 A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

18.8 Each of the provisions in this Agreement operate independently and if any court or tribunal of competent jurisdiction finds any of these provisions unlawful or unenforceable, the remaining provisions shall remain in full force and effect.

## **19. CHANGES OR MODIFICATIONS**

We may change, suspend, or discontinue the Service, or any part of the Service, at any time without notice. We reserve the right to add, delete, change or modify parts of these Terms at our sole discretion and at any time without notice or liability to you. If we do this, we will post the changes to the Terms of Service on this page and will

indicate the effective date of these Terms at the bottom of the page. It is important for you to refer to this Agreement from time to time to make sure that you are aware of any additions, revisions, or modifications that we may have made to this Agreement. Your continued use of the Service constitutes your acceptance of the new Terms.

Last updated 3<sup>rd</sup> May 2022