



# Terms and Conditions

*In using the KnockBox Studio website you are deemed to have read and agreed to the following terms and conditions:*

## Terminology

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person or business entity accessing this website and accepting the Company's terms and conditions. "The Studio", "Ourselves", "We" and "Us", refers to our Company, KnockBox Productions. "Party" or "Parties" refers to both the Client and The Studio, or either the Client or The Studio. "Pilot Tracks" refers to the initial MP3 tracks delivered to the Client for approval. "Final Product" refers to uncompressed audio files in AIF or WAV formats. "Service" and "Services" refers to the physical performance to produce recordable audio, and/or the manipulation of recorded audio and/or sampled audio via DAW (Digital Audio Workstation). All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

## Privacy Statement

We are committed to protecting your privacy. The Studio will not share your information or music without your consent. We constantly review our systems and data to ensure the best possible security to our customers. We will not sell, share, or rent your personal information or music to any third party. The Studio will not use your e-mail address for unsolicited mail. Any emails sent by The Studio will only be in connection with the provision of agreed Service or Services.

## Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, The Studio:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

The above exclusions and limitations apply only to the extent permitted by law.

## Payment

PayPal, and through which all major Credit/Debit Cards are acceptable methods of payment. Our Terms are:

- A \$25 deposit is due upon the completion of pre-production, and prior the Service. This deposit is credited toward the final balance and is non-refundable.
- Payment in full is due upon the approval of the Pilot Tracks, and prior to the delivery of the Final Product. All services and recorded material remain the property of The Studio until paid for in full. Monies that remain outstanding past 30 days from the approval date will incur late payment interest at the rate of 10% above the outstanding balance until such time as the balance is paid in full. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via collection Agencies and/or through the Small Claims Court in the event that the outstanding balance does not exceed \$5,000. In such circumstances, the Client shall be liable for any and all additional administrative and/or court costs. The final product will not be delivered without payment in full.

## Delivery of Pilot Tracks and Final Product

Delivery shall take place via one or more of the following, as selected by the Client:

- Downloadable password protected files securely uploaded to The Studio's iDisk, KnockBoxStudio. The Client will receive password information. This delivery option is free.
- A CD or DVD (depending on Final Product size requirements in megabytes) delivery by the United States Postal Service, FedEx, or UPS to the Client's address. A \$5.00 charge for Lower-48 US shipping or a \$10.00 for Alaska, Hawaii and International shipping will be added to the final balance.

## Rerecording and Cancellation Policy

Up to three changes in music arrangement, composition and/or performance are included at no charge to the Client. If after three changes are made, either Party cancel on the agreed services without charge (excluding the \$25 deposit). If changes are to be after delivery of the Final Product, a rate of \$20/hr shall be in effect and shall be in addition to any charges incurred by the re-delivery of the Final Product.

## Refunds Policy

No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to us which constitute payment in respect of the provision of unused Services, shall be refunded.

## **Availability**

Unless otherwise stated, the services featured on this website are available Worldwide. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of KnockBox Productions. KnockBox Productions does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

## **Log Files**

We use IP addresses to analyse trends, administer the site, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within KnockBox Productions. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

## **Links to this website**

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

## **Links from this website**

We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that KnockBox Productions are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. KnockBox Productions will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

## **Copyright Notice**

Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the full content of this website. KnockBox Studio's logo is a registered trademark of KnockBox Productions in the United States and other countries. The brand names and specific services featured on this web site are trade marked.

## **Communication**

KnockBox Studio can be contacted by any one of the following:

E-mail address: Daren@knockboxstudio.com

Instant Message User ID: knockboxstudio

Phone Number: +1 (323) 282-7870

## **Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such parties including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, civil unrest, act of civil or military authority, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

## **Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

## **General**

By accessing this website you consent to these terms and conditions. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of KnockBox Productions to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

## **Notification of Changes**

KnockBox Productions reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page or on other key pages on our site. You are therefore advised to re-read this statement on a regular basis

*These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of an Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. © KnockBox Productions, 2010. All Rights Reserved.*