

AUDIOVISUAL LICENSING ALLIANCE (AVLA) LIMITED

WEBSITE TERMS OF USE

OVERVIEW

This website is operated by Audiovisual Licensing Alliance (AVLA) Ltd (“**AVLA**”). Throughout the site, the terms ‘**we**’, ‘**us**’ and ‘**our**’ refer to AVLA. AVLA offers this website, including all information, tools and services available from this site to you conditioned upon your acceptance of our terms, conditions, policies and notices.

By using our site and/or obtaining a licence from us, you engage in our **Service(s)** and agree to be bound by the terms of the AVLA licence and the following terms and conditions including those additional terms and conditions and policies referenced here and/or available at this website (“**Terms**”). The Terms apply to all users of the site, including without limitation those who are browsers, licensees, and/or suppliers.

Please read the Terms carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by the Terms. If you do not agree to all the terms and conditions set out in the Terms, then you may not access the website or use any services. If these Terms are considered an offer, acceptance is expressly limited to these Terms.

Any new features or tools which are added to the site shall also be subject to the Terms. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change or replace any part of the Terms by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

1. TERMS

By agreeing to these Terms, you represent that you are at least the age of majority. You may not use our licence for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

2. GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your information (not including credit and debit card information) may be transferred unencrypted and involve (i) transmissions over various networks and (ii) changes to conform and adapt to technical requirements of connecting networks or devices. Credit and debit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sublicense, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express permission by us.

The headings used in these terms are included for convenience only and will not limit or otherwise affect these Terms.

3. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only. Any reliance on the material on this site is at your own risk.

This site may contain historical information. Historical information, necessarily, is not current and is provided for reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

4. MODIFICATIONS TO THE SERVICES

We reserve the right at any time to modify or discontinue the Service (or any part or content of it) without notice at any time.

We shall not be liable to you or to any third party for any modification, fee change, suspension or discontinuation of the Service.

5. OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control input.

You acknowledge and agree that we provide access to such tools ‘as is’ and ‘as available’ without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website which shall be subject to these Terms.

6. THIRD PARTY LINKS

Certain content and services available via our Service may include materials from third parties.

Third party links on this site may direct you to third party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products or services of third parties.

We are not liable for any harm or damages related to the purchase or use of services, goods, resources, content or any other transactions made in connection with any third-party websites. Please review carefully the third party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns or questions regarding third party products should be directed to the third party.

7. PERSONAL INFORMATION

Your submission of personal information to us is governed by our Privacy Policy.

8. ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to licences and fees. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information in the Service or on any related website is inaccurate at any time without prior notice.

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, fee information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

9. PROHIBITED USES

You are prohibited from using the site or its content (i) for any unlawful purpose, (ii) to solicit others to perform or participate in any unlawful acts, (iii) to violate any international, federal, provincial or state regulations, rules, laws or local ordinances, (iv) to infringe upon or violate our intellectual property rights or the intellectual property rights of others, (v) to harass, abuse, insult, harm, defame, slander, disparage, intimidate or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin or disability, (vi) to submit false or misleading information, (vii) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites or the internet, (viii) to collect or track the personal information of others, (ix) to spam, phish, pharm, pretext, spider, crawl or scrape, (x) for any obscene or immoral purpose or (xi) to interfere with or circumvent the security features of the Service or any related website, other websites or the internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

10. DISCLAIMER OF WARRANTIES: LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error free.

We do not warrant that the results that may be obtained from use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all services are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of fitness for a particular purpose, title and non-infringement.

In no case shall AVLA, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers or service providers be liable for any injury, loss, claim or any direct, indirect, incidental, punitive, special or consequential damages of any kind, including without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise arising from your use of any of the Service or any products procured using the Service or for any other claim related in any way to your use of the Service or any product, including but not limited to any errors or omissions in any content or any loss or damage of any kind incurred as a result of the use of the service or any content posted, transmitted or otherwise made available via the service. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

11. INDEMNIFICATION

You agree to indemnify, defend and hold harmless us and our affiliates, partners, officers, directors, agents, contractors, service providers, subcontractors, suppliers, interns and employees harmless from any claim or demand, including reasonable attorneys' fees made by any third party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of any third party.

12. SEVERABILITY

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

13. TERMINATION

These Terms are effective unless and until terminated by either you or us. You may terminate these Terms at any time by notifying us when you cease using our site.

14. WAIVER

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

15. GOVERNING LAW

These Terms and any separate agreements (including the AVLA licence) where we provide you Services shall be governed by and construed in accordance with the laws of England and Wales.

16. CHANGES TO TERMS

You can review the most current version of the Terms at any time on this page.

We reserve the right, at our sole discretion, to update, change or replace any part of the Terms by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms constitutes acceptance of those changes.

17. CONTACT INFORMATION

Questions about these Terms should be sent to us at secretariat@avla.uk