

LIVINGSTON STUDIOS WEBSITE TERMS AND CONDITIONS

Welcome to www.livingstudios.co.uk (the "Site"), owned and operated by Milo Music Limited ("we," "us"). The following terms of use ("Terms") govern your use of the Site, whether as a browser or as a client (as the context applies).

1. GENERAL USE OF THE SITE

Eligibility and Approval

1.1 You may browse the Site without subscribing but in doing so you accept and agree that certain areas of the Site will not be available to you unless you subscribe the Site. You will be asked if you wish to subscribe each time you try to access any part of the Site that requires subscription. To subscribe to the Site you will be asked to provide certain information about yourself; this is more particularly set out below.

1.2 We, in our sole discretion, will have the right to refuse to allow you to subscribe to the Site. We will have the right to carry out those checks that we, in our sole discretion, deem appropriate to confirm your suitability for subscription to the Site.

1.3 You must be at least 16 years of age to use the Site. This Site may include content that is unsuitable for anyone under the age of 16 and if you are under 16 you may only use the Site with the involvement of a parent or guardian. If you are a parent or guardian of someone under the age of 16 who is using the Site, you agree to these Terms and our privacy policy and that you shall be responsible for the conduct and acts and/or omissions of your children in using the Site as if these were your own. You may not subscribe to the Site if you are under 16. We will not sell products or merchandise available on the Site to anyone under the age of 18. By subscribing, you represent and warrant that you are at least 16 years of age and by making any purchase you represent and warrant that you are at least 18 years of age.

General Representations and Warranties

1.4 You hereby represent and warrant: (i) you have the full power and authority to enter into and perform under these Terms, (ii) your use of the Site will not infringe the copyright, trademark, right of publicity or any other legal right of any third party, and (iii) you will comply with all applicable laws and regulations in using the Site and in engaging in all other activities arising from, relating to or connected with these Terms.

Minimum specifications for use of the Site

1.5 We do not accept any liability whatsoever, howsoever arising, for your inability to receive, access or otherwise use the Site or any content and/or pages contained on the Site or available through the Site, or for any damage caused to your computer and/or associated systems, resulting from the

incompatibility of your computer and/or its associated systems with the technical specifications posted on the Site.

1.6 You accept that it is your responsibility to install appropriate anti-virus and security software on your computer hardware to protect against a computer security threat which may be transferred to your computer hardware through the use of the Site including but not limited to viruses, Trojan horses, time bombs or any other form of programming routine designed to damage or otherwise impair a computer's functionality or operation.

2. SUBSCRIBING TO THE SITE

Obligations

2.1 To access various services provided as part of the Site you will be asked to subscribe to the Site.

2.2 Upon subscribing to the Site, you agree to: (i) provide true, accurate, current and complete information about yourself; and (ii) as and when required, to maintain and promptly update that information to keep it true, accurate, current and complete.

Subscriber email addresses, passwords and security

2.3 Upon subscribing you will be required to provide us with a valid email address and a password. You will be asked to provide this email address and password once for each time you subsequently visit areas on the Site requiring subscription. In addition, but in accordance with these terms and conditions and our privacy policy, we shall use this email address to contact you with information about the Site, your subscription and/or your purchases.

2.4 You are responsible for maintaining the confidentiality of your email address and password and are fully responsible for all activities that occur under your email address or password. You agree to immediately notify us of any unauthorised use of your email address or password or any other breach of security. We will not be liable to you or any third party for any loss or damage arising from your failure to comply with this provision.

IP Address Ownership

2.5 We shall maintain and control ownership of all IP numbers and addresses that may be assigned to you by us and we reserve, in our sole discretion, the right to change or remove any and all such IP numbers and addresses.

3. BOOKINGS AND FORMING A CONTRACT BETWEEN YOU AND US

3.1 You may submit a request to us for studio time via email and/or telephone ("Booking Requests").

3.2 Once you have submitted a Booking Request you will receive an e-mail from us acknowledging that we have received your Booking Request. Please note this does not mean that your Booking Request has been accepted. Your Booking Request constitutes an offer to us to agree a booking with you (an "Agreed Booking"). All Booking Requests are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms the Booking Request has been agreed (the "Confirmation Email"). The contract between us (the "Agreed Booking") will be formed when we send you the Confirmation Email, subject to any variation thereto which we may subsequently agree in writing.

3.3 The Agreed Booking will relate only to those Booking Requests we have confirmed agreement to in the Confirmation Email.

3.4 The Confirmation Email will be sent to the e-mail address given as part of your Booking Request so you should ensure that the e-mail address you give is correct and current. The Confirmation Email will contain all relevant statutory information concerning your contract. You must check that the details on this Confirmation Email are correct as soon as possible and you should print out and keep a copy of it.

3.5 Each Agreed Booking shall be governed by both these Terms and the Studio Terms and Conditions [<http://www.miloco.co.uk/termsandconditions.pdf>] as they each may be amended from time to time.

3.6 If there is an inconsistency between any of the provisions of these Terms and the provisions of the Studio Terms and Conditions, the provisions of these Terms shall prevail to the extent of such inconsistency.

4. CONDUCT AND USE OF THE SITE

4.1 You may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or its content or in any way reproduce or circumvent the navigational structure or presentation of the Site or its content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site.

4.2 You may not attempt to gain unauthorised access to any portion or feature of the Site, or any other systems or networks connected to the Site, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means. You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site.

4.3 You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of ours, to its source, or exploit the Site or any service or information made available or

offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

4.4 You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

5. USER CONTENT

5.1 We may allow you to make contributions to the Site through the submission of photographs, images, text, videos, contributions to chat rooms, forums and/or blogs (in whatsoever form) or other communications submitted by you and other users ("User Content") and the hosting, sharing, and/or publishing of such User Content. By submitting any User Content to the Site, you hereby grant us a perpetual, world-wide, non-exclusive, royalty-free right and license to use, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, and for any purpose. You also hereby grant each user of the Site a non-exclusive license to access your User Contents through the Site, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Contents as permitted through the functionality of the Site and under these Terms. You thereby waive any so-called moral rights or other similar rights in your User Content. You acknowledge that we do not guarantee the confidentiality of User Content whether or not such User Content is published on the Site

5.2 You shall be solely responsible for your own User Content and the consequences of posting or publishing it. In connection with User Content, you represent, and warrant that:

(i) you own or have the necessary licenses, rights, consents, and permissions to use and authorise us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Content; and

(ii) You have the written consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of each and every such identifiable individual person, to enable inclusion and use of the User Content in the manner contemplated by the Site and these Terms. We acknowledge that you retain all rights of ownership in your User Content.

5.3 You will not submit or post any User Content and/or use the Site in any way that:

(i) infringes the rights of a third party, including, without limitation, copyrights, trademarks, patents, trade secrets, other intellectual property rights, privacy rights;

(ii) is (or encourages, promotes or condones activities that are) illegal, unlawful, offensive, defamatory, libellous, is threatening, pornographic, harassing, hateful, racially or ethnically offensive;

(iii) promotes, supports, contains or links to software programs, applications or websites which propagate, distribute or contain hacking software or similar applications, utilities or programs, software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(iv) is designed to or does harass, threaten or abuse others;

(v) exploits minors in a sexual or violent manner;

(vi) posts advertisements or solicitations of business including, without limitation, pyramid schemes and so-called "junk mail," "spam," or "chain letters,"; 4 website-termsandconditions.doc

(vii) impersonates another person;

(viii) is generally offensive or in bad taste;

(ix) "deep links" to any portion of the Site;

(x) uses any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained thereon or for any other unauthorised purpose without our prior express written permission;

(xi) contains in any form software viruses or such programs as including but not limited to, Trojan horses, worms, time bombs, cancel-bots, computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(xii) removes any copyright, trademark or other proprietary rights notices contained in or on the Site;

(xiii) uses other users' personal data for purposes other than establishing contact that is reasonably expected to be welcomed by such other user;

(xiv) creates a false or misleading identity of, (including, but not limited to), an employee of ours, or falsely states or otherwise misrepresents your affiliation with a person or entity, for the purpose of misleading others as to the identity of the sender or the origin of a message or to harvest or otherwise collect information about others;

(xv) could damage, disable, overburden or impair the Site;

(xvi) reformats or frames any portion of the web pages that are part of the Site;

(xvii) interferes with another user's use and enjoyment of the Site;

(xviii) harvests or collects email addresses or other contact information of users, including usernames, from the Site by electronic or other means;

(xix) includes materials or content of any third party without such third party's prior written consent, or materials or content that falsely expresses or implies that such materials or content are sponsored or endorsed by us and/or the Site; and/or

(xx) Is otherwise in our reasonable opinion a breach of these Terms and/or applicable laws, regulations or codes of practice.

5.4 If notified in accordance with Clause 6 below that User Content infringes the rights of any third party and/or is otherwise in breach of these Terms, we will remove such User Content. We reserve the right ourselves to remove any User Content we deem in our absolute discretion to be so infringing or in breach of these Terms, and/or terminate a User's access for uploading such User Content, at any time and without prior notice.

5.5 We do not preview, edit or otherwise control User Content and cannot guarantee the accuracy, integrity or quality of User Content posted. By using the Site, you agree to assume this risk. You accept and agree that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto.

5.6 You are solely responsible and liable for any activity, behaviour, use and conduct you engage in relating to the Site. We have no liability and you bear the sole and exclusive risk associated with use of or reliance on the accuracy, quality, completeness, reliability or usefulness of any data, information or material in connection with your use of and subscription to the Site.

5.7 You shall indemnify us and hold us harmless from all damages, costs and expenses (including reasonable legal fees) incurred by us as a result of any claim arising out of any breach by you of these Terms and/or in connection with any User Content submitted by you.

6. COPYRIGHT AND COPYRIGHT PROTECTION

6.1 This Site and the underlying computer code used by us to design, operate and maintain the Site and all content and material contained within or available on the Site (including without limitation all text, software, photographs, graphics, page layout, and design presented through and as part of the Site) is owned by and/or vest in us and is protected by rights of copyright, trademarks, service marks, patents, database rights, domain name rights, trade secrets and/or other proprietary intellectual property rights and laws throughout the world. Unless expressly authorised by us, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from materials or content available on the Site.

6.2 We respect the intellectual property of others and will use its reasonable endeavours to obtain the consent of the copyright owners of all content that we provide, upload, incorporate or otherwise use in or on the Site for such

content to be placed upon the Site and made available to users of the Site. If you believe that we have used your copyrighted work without such consent, please contact us so that we may remedy this at [insert email address of correct contact] and provide the following information:

- (i) An electronic or physical signature of the person authorised to act on behalf of the owner of the copyright protected content;
- (ii) A description of the copyrighted protected content that you believe has been infringed upon;
- (iii) A full description of where on the Site this content can be found (including the relevant URL);
- (iv) Your address, telephone number, and e-mail address;
- (v) A statement by you that in your reasonable belief the use of the content is not authorised by the copyright owner, its agent, or the law;
- (vi) A statement by you that the information contained in this notice, and any other information we may reasonably require from you in order to enable us to resolve the issue of copyright infringement (whether actual or alleged) is accurate and that you are either the copyright owner or authorised to act on the copyright owner's behalf.

7. MODIFICATION, SUSPENSION AND TERMINATION

We reserve the right, without prejudice to any other rights and remedies available to us under these Terms or generally at law, to suspend or terminate your subscription and/or use of the Site immediately upon being made aware of any breach or potential breach by you of these Terms. We further reserve the right at any time to suspend, modify or discontinue, temporarily or permanently, any portion of the Site with or without prior notice. You agree that we will not be liable to you or to any third party for any suspension, modification or discontinuance.

8. WARRANTIES AND LIMITATION OF LIABILITY

8.1 THE SITE, AND ALL MATERIALS, INFORMATION (INCLUDING, WITHOUT LIMITATION, TEXT, GRAPHICS, LINKS OR ANY INFORMATION OR MATERIALS OBTAINED OR ACCESSED THROUGH THE SITE), PRODUCTS AND SERVICES INCLUDED THEREIN ARE PROVIDED 'AS IS,' 'WITH ALL FAULTS', 'AS AVAILABLE', WITH NO WARRANTIES WHATSOEVER. WE EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM COMPUTER VIRUS, TITLE, AND NONINFRINGEMENT OF PROPRIETARY RIGHTS. SOME TERRITORIES DO NOT ALLOW THE

EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU. YOU AGREE THAT YOUR USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK

8.2 We shall not be responsible for any connection or access to the Site by you or the quality of the transmission of any information passing between you and the Site. You will be responsible for providing your own communications equipment to access the Site via the Internet, and the Internet access charges thereon

8.3 We do not warrant or represent that:

- (i) the Site will meet your requirements;
- (ii) access to the Site will be uninterrupted, timely, secure, or error-free;
- (iii) the results that may be obtained from the use of the Site will be accurate or reliable;
- (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Site will meet your expectations; and/or
- (v) any errors in any data or software will be corrected.

8.4 YOUR USE OF THE SITE IS AT YOUR SOLE RISK. UNDER NO CIRCUMSTANCES WILL WE, OUR PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE OWNERS, OFFICERS, MANAGERS, DOWNLOADERS, AGENTS, AND EMPLOYEES, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH USE OF, OR INABILITY TO USE, THE SITE, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. SUCH LIMITATION OF LIABILITY SHALL APPLY (I) WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SITE, FROM INABILITY TO USE THE SITE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), AND (II) NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY PART OF SITE YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. SOME TERRITORIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU FOR ANY AMOUNT EXCEEDING FIVE HUNDRED POUNDS (£500.00).

8.5 Links and Third-Party Services. We are not responsible for any third-party links, services, resources or information provided on or made available through the Site. Accordingly, we make no warranties and accept no liability (to the fullest extent permissible by law) regarding such third-party links, services, resources or information, including without limitation, warranties of fitness for a particular purpose, merchantability or non-infringement and will not be liable for your use of or reliance on such third-party services, resources or information.

9. GENERAL LEGAL PROVISIONS

9.1 It is a crime to use a false name or a known invalid credit card to order. Anyone caught wilfully entering an erroneous or fictitious order will be prosecuted to the fullest extent of the law.

9.2 We may amend these Terms from time to time, and place the new version on the Site. When we do so, we will place a notice advising that the Terms have been changed on our homepage [<http://www.livingstonstudios.co.uk>]. Your use of the Site from the date that the amended terms are placed on the Site onwards will be governed by those new terms.

9.3 These Terms apply when you first access the Site, whether as a browser or a subscriber. These Terms shall supersede any and all other conditions, understandings, commitments, agreements or representations (except fraudulent misrepresentations) relating to your purchase, whether oral or in writing, and contain the entire agreement between us and you relating to your purchase. We advise that you print off and keep safe a copy of these terms and conditions once your order has been accepted by us. You are further advised to read (and are responsible for reading) all information on this website fully.

9.4 Without limiting the foregoing, under no circumstances shall we be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond our reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

9.5 If any provision(s) of these Terms are held to be invalid or unenforceable, it/they will be struck out and the other terms remain.

9.6 These Terms are subject to the laws of England and Wales, whose courts shall be the courts of exclusive jurisdiction.