



Website Terms of Service

INTRODUCTION

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our Privacy Policy, Returns Policy, Subscription Terms & Conditions (where applicable) and Subscription Code of Conduct (where applicable) govern This Is Our Sound LTD's relationship with you in relation to this "website" (www.thisisoursound.co.uk). If you disagree with any part of these terms and conditions, please do not use our website.

TiOS Digital and TiOS Phase 2 are trading names of This Is Our Sound LTD. This Is Our Sound LTD is registered in England and Wales, Company Number: 13021836

OVERVIEW

This website is operated by This Is Our Sound LTD. Throughout the site, the terms "we", "us" and "our" refer to This Is Our Sound LTD. This Is Our Sound LTD offers this website, including all information, tools and services available from this website to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting and continuing to use tis website, you engage in our "Service" and agree to be bound by the following terms and conditions (Terms of Service "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of this website, including without limitation users who are browsers, customers, and/ or contributors of content.

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

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service 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.

GENERAL CONDITIONS

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

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

You agree not to reproduce, duplicate, copy, 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 written permission by us.

You must not share, or cause to be shared, any content made available to you as part of our Service.

You must not, under any circumstances, allow access to any electronic storage system made available to you, by our Service.

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

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 and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete timelier sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your 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.

ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your territory of residence, or that you are the age of majority in your territory of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized 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 could result in an immediate termination of your Services.

MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products and services are subject to change without notice.

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

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

PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only in accordance with our Returns Policy.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of

us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

We do maintain further, full and specific Subscription Pack Terms and Conditions which relate directly to our subscription services. By purchasing a Subscription Pack you agree to be bound by the terms and condition stated therein.

QUALITY OF THE DIGITAL CONTENT

When we supply digital content as part of a product, we will use all reasonable efforts to ensure that it is free from technical defects and of satisfactory quality.

We do not promise that any digital content is compatible with any third party software or equipment, or fit for any use beyond personal listening.

ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store.

For more detail how we collect and use your information, please review our Privacy Policy.

GIFT CARDS

Gift Cards purchased from this website are issued in digital format (via email).

TiOS Store Gift Cards can be exchanged for Store products, online at www.thisisoursound.co.uk/our-store only.

Gift Cards may NOT be used to purchase any other product or service which is not featured on our Store pages, including any of our subscription services.

The balance on the Gift Card may be used for full or part payment of the GB pounds sterling cost of TiOS Store products.

No change will be given but any unused balance will remain on the Gift Card and may be applied to future purchases.

Gift Cards can be used towards the purchase of goods at a higher price than its face value upon payment of the difference.

The Gift Card cannot be exchanged or redeemed in whole or part for cash, and has no fixed expiry date or service fees.

Some promotional offers may not apply to Gift Card purchases.

No VAT is charged when buying the Gift Card, but purchases paid for using the Gift Card may be subject to VAT.

You must print or electronically back up the gift card. We will not accept any liability for any lost, Gift Cards or for any remaining balance on the Gift Card.

If you have made an Online payment with a Gift Card in whole or part and any item paid for using the Gift Card is accepted for return the amount owing will be refunded.

For general information about returns and exchanges please refer to our Returns Policy.

We may withdraw or cancel the Gift Card if we suspect that the Gift Card details may have been stolen or fraudulently used. Further action may also be taken. If you suspect that the Gift Card details have been lost or stolen by someone who does not have authority to use it, you must let us know immediately by emailing tios@ravemail.com

USER LOG IN DETAILS

If you register for an account with our website, you will be asked to choose a user ID and password.

Your user ID must not be liable to mislead; you must not use your account or user ID for or in connection with the impersonation of any person.

You must keep your password confidential and not allow any other person to use your account to access the website.

You must inform us in writing as soon as possible if the security of your account or your login details has been compromised in any way.

OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor 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 (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

THIRD-PARTY LINKS

Certain content, products 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 goods, services, 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.

USER COMMENTS AND FEEDBACK

We are and shall be under no obligation;

- (1) to maintain any comments in confidence;
- (2) to pay compensation for any comments; or
- (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address or other identification, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

PERSONAL INFORMATION

Your submission of personal information through our website is governed by our Privacy Policy.

PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any regulations, rules or laws;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to submit false or misleading information;
- (g) 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;
- (h) to collect or track the personal information of others;
- (i) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- (j) for any obscene or immoral purpose; or
- (k) 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.

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 the 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 products and services delivered to you through the service 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 merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall This Is Our Sound LTD, our directors, officers, employees, affiliates, agents, contractors, suppliers, service providers or licensors 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 (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. In such jurisdictions where the exclusion or the limitation of liability for consequential or incidental damages is prohibited by law, our liability shall be limited to the maximum extent permitted by law.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless This Is Our Sound LTD and our, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

In the event that any provision of these Terms of Service 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 of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by us.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice.

ENTIRE AGREEMENT

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

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

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

GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of England.

CHANGES TO TERMS OF SERVICE

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

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service 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 of Service constitutes acceptance of those changes.

CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at tios@ravemail.com