

Terms and Conditions for Topline Mobile Application

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY DOWNLOADING THIS MOBILE APPLICATION, YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD THIS MOBILE APPLICATION.

WHO WE ARE AND WHAT THIS AGREEMENT DOES

We, Virgin Records Limited t/a Abbey Road Studios of 364-366 Kensington High Street, London W14 8NS license you to use:

- Topline mobile application (**App**) and any updates or supplements to it,

as permitted in these terms.

YOUR PRIVACY

We will only use any personal data we collect through your use of the App in the ways set out in our privacy policy <https://www.umusic.co.uk/privacy.html>.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send from the App, or any information you export from the App may be read or intercepted by others.

OPERATING SYSTEM REQUIREMENTS

The App requires an iOS device 9.0 with a minimum of 0.5 gb ram of memory.

SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS

You can contact us at the following email address with support queries and complaints: apps@abbeyroad.com.

HOW YOU MAY USE THE APP

In return for agreeing to comply with these terms you may:

- download a copy of the App at no cost onto a mobile or tablet device and view, use and display the App on such device for your personal purposes only, but we reserve the right to create and offer additional services for payment of a fee;
- import MP3 audio files to the copy of the App on your device and add audio (recorded using the App) to these files, such files to be automatically saved on your device and a cloud storage service of your choice if you opt to do so;
- record new audio MP3 files in the App, such files to be automatically saved on your device and a cloud storage service of your choice if you opt to do so;
- enter text (e.g. track name, lyrics) in the App;
- take a photo in the App; and
- export MP3 audio files from the App and send to others by way of email attachment.

YOU MUST BE 18 TO ACCEPT THESE TERMS AND DOWNLOAD THE APP

You must be 18 or over to accept these terms and download the App.

YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

We are giving you the personal right to use the App as set out in these terms. You may not transfer the App to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it, which will cause files in the app to be permanently deleted, unless already saved elsewhere.

CHANGES TO THESE TERMS

We may modify or revise these terms from time to time and will notify you of any changes the next time after the modifications or revisions have been made that you open the App. If you don't agree to the changes you won't be permitted to continue using the App.

UPDATES TO THE APP AND CHANGES TO THE SERVICE

From time to time we may carry out maintenance work or update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues, which may result in periods of time where the App is unavailable. Alternatively, we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.

IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

If you download the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

LOCATION DATA

We may use the location data sent from the device on which you have downloaded the App, for the purpose of making available to you and storing within your copy of the App, your location while using the App. You can turn this off this functionality at any time by turning off the location service settings for the App on your device.

LICENCE RESTRICTIONS

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App nor permit the App or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the App on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App nor attempt to do any such things; and
- comply with all applicable laws and regulations that apply to the technology used or supported by the App.

ACCEPTABLE USE RESTRICTIONS

You must:

- not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App or any operating system;
- not infringe our intellectual property rights or those of any third party in connection with your use of the App,

including by importing to the App material to which you don't have the rights or create material using the App or send material using the App that infringes third party rights;

- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from the servers running the App.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the App, including but not limited to trade marks, throughout the world belong to us (or our licensors as relevant) and the rights in the App are licensed (not sold) to you. You have no intellectual property rights in, or to, the App other than the right to use them in accordance with these terms.

You are solely responsible for any content you use and/or create in connection with the App and we neither endorse nor assume responsibility for the content you use.

You agree that the content that you use and/or create in connection with the App does not and will not infringe or violate any third party rights including, without limitation, third party intellectual property rights. You agree that you have obtained any and all necessary consents, permissions and/or releases from any and all persons who have contributed to the content you use/create in connection with the App

You agree that you are responsible for securing all licences and clearances required to allow you to use/create content to which you don't hold the relevant rights (e.g. copyright) in connection with the App and you will be liable for use of materials that infringe third party rights. You are also responsible for coming to an agreement on the ownership of material created with other individuals in connection with the App and we have no liability in relation to the same.

We aren't responsible for monitoring content used/created in connection with the App and assume no responsibility or liability arising in connection with the content used/created by you in connection with the App.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We are only responsible for foreseeable loss and damage caused by us. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen. We are not responsible for any loss or damage that is not foreseeable or caused by an act or omission on your part.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. We won't be liable for any loss suffered by malfunction of your device or cloud storage facility or any damage caused by an act or omission on your part.

We are not liable for business losses. The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Limitations to the App. The App is provided for general information and entertainment purposes only and does not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained or material created in connection with the App. Although we make reasonable efforts to update the information provided by the App, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date. We make no representation or warranty that the App is free from computer virus or other malicious, destructive or corrupting code, agent, program or macros or

that your use of the App will be uninterrupted, timely, secure or free from errors or that any defects will be corrected.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App.

Check that the App is suitable for you. The App have not been developed to meet your individual requirements. Please check that the facilities and functions of the App meet your requirements.

We are not responsible for events outside our control. If our provision of the App is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event. We are not liable for any loss suffered by you as a result of limitations or interferences in your access to the Internet.

TERMINATION

You can terminate your agreement to these terms at any time by deleting the App. If you delete the App this will result in permanent deleting of all files imported to the App or created by you in the App and not saved onto your device or in cloud storage. We will not be liable for any loss suffered by you as a result of you deleting the App and losing files.

We may end your rights to use the App if you have broken these terms in a serious way including, without limitation, if it becomes known to us that your use of the App has infringed third party rights such as copyright, or if files you have created, imported or exported using the app contain illegal or offence material. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App:

- You must stop all activities authorised by these terms, including your use of the App.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation, but will notify you of the same and we will ensure that the transfer will not affect your rights under the contract.

YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

NO RIGHTS FOR THIRD PARTIES

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.