

TERMS AND CONDITIONS

We are Choral Hub, a company which provides resources, blogs and an educational app for singers and those wanting to learn to sing called Tczant (the “**Services**”). Our contact details are set out at the end of these Terms.

These Terms apply to the Services whether you are a user that registers an account with us such as through the app or an unregistered user or visitor to our website. You agree that by registering for, downloading, accessing or using our Services, you are entering into a legally binding agreement between you and us regarding your use of the Services.

1. GENERAL

These Terms were last updated on 5 July 2021. The Services are only available to legal residents of the United Kingdom. Our mobile app is for those age 16 and above and is available in iOS operating system 13.0 and above.

2 RIGHTS GRANTED

- 2.1 Unless otherwise indicated, the Services and all content, information and other materials on our Service, including our trademarks and logos, the visual interfaces, graphics, design, information, software, computer code, services, text, images, sound files and any other files, and the selection and arrangement thereof (collectively, the “**Materials**”) are protected by relevant intellectual property rights and laws. All Materials contained on our Services are our property and/or that of third party licensors.
- 2.2 We grant you a limited, non-exclusive, non-transferable, revocable licence to make use of our Services and a limited, non-exclusive, non-transferable, revocable licence to make personal, non-commercial use of the Materials. We reserve all rights not expressly granted in these Terms.
- 2.3 You agree not to remove, obscure or alter any of the Materials appearing on our Services. You may not sell, license, distribute, copy, modify or otherwise make any derivative use of, publicly perform or display, transmit, publish, edit or adapt the Materials. If we find that you have made unauthorised use of the Materials found on this Services we may terminate this licence at any time (and without notice).

3 YOUR USE OF OUR SERVICES

- 3.1 The Services are provided free of charge. You are responsible for the internet connection or mobile charges that you may incur for accessing or using our Services. If you are unsure what these charges will be, you should ask your mobile operator or internet service provider before you access and/or use our Services.
- 3.2 You promise that all the information you provide to us on accessing and/or using our Services is true. You agree that when you create an account with us, you shall take all steps necessary to protect your login details and keep them secret. You agree that you shall not give your login details to anyone else or allow anyone else to use your login details or account.
- 3.3 We may suspend, restrict or terminate your account and your access to our Services with or without notice if we believe that you have breached these Terms. This does not limit our right to take any other actions against you that we consider appropriate to protect our rights.
- 3.4 You agree that you will not:
 - a) impersonate any other person, conduct yourself in an offensive or abusive manner, or use our Services for any unlawful purposes including to upload, share or submit content that is or may be interpreted as obscene, indecent or unlawful;
 - b) disrupt or interfere with our Services or networks or servers that provide our Service;
 - c) attempt to access the accounts of other users or upload, share or submit content containing any spy ware, adware, viruses, corrupt files, worm programmes or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information;

- d) disable or modify any copy protection technology used on our Services nor alter or modify, translate, adapt, merge, make derivative works of, decompile, disassemble, reverse compile, reverse engineer or otherwise attempt to derive the source code for any part of the Services; nor
- e) collect, harvest or 'scrape' any data from any web pages contained in our Services.

4. LIMITATION OF LIABILITY

- 4.1 Nothing in these Terms limits or excludes our liability for: (i) death or personal injury by our negligence; (ii) fraudulent misrepresentation; or (iii) any other liability that cannot be excluded by law. Consumers are also entitled to various statutory warranties (including, for example, that any service is carried out with reasonable care and skill, and any digital content provided is of satisfactory quality). Nothing in these Terms shall have the effect of excluding or limiting those statutory warranties which may not be excluded or limited under applicable law. For further information about your legal rights, contact your local authority (for example, in the United Kingdom, this includes the Trading Standards Department or Citizen's Advice Bureau).
- 4.2 Save as set out in 4.1, to the extent permitted by law, we do exclude all conditions, warranties, representations or other terms which may apply to our Services or any content on it, whether express or implied. We will not be liable to you for any lack of performance, or the unavailability or failure of any of our Services, or for any failure by us to comply with these Terms, where such lack, unavailability or failure arises from any cause reasonably beyond our control. Any liability we do have for losses you suffer is limited to losses that were foreseeable, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is only foreseeable where they could be contemplated by you and us at the time of you agreeing to these Terms.
- 4.3 We will not be liable for any damage that may be caused to any device on which you access or use our Services that is caused in any way by our Services, unless that damage is directly caused by our failure to exercise reasonable skill and care in the provision of the Services. We assume no responsibility for the content of websites linked on our Site or on our Services. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 4.4 There may be times when our Services or any part of it is not available for maintenance or technical related reasons, whether on a scheduled or unscheduled basis.

5 OTHER IMPORTANT TERMS

- 5.1 We collect personal information about you through your use of our Services. See our Privacy Policy at thechoralhub.com/privacy for further information.
- 5.2 When you access any of our Services using an Apple device, you agree that:
- 5.2.1 these Terms are concluded between you and us only, and not with Apple, and we, not Apple, are solely responsible for the Services and the content thereof;
 - 5.2.2 the licence granted to you to use the Services is a non-transferable license to use the Services on any Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service;
 - 5.2.3 Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services;
 - 5.2.4 we are solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed;
 - 5.2.5 Apple is not responsible for addressing any claims relating to the Services or the your possession and/or use of the Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation;
 - 5.2.6 in the event of any third party claim that the Services or your possession and use of the Services infringe that third party's intellectual property rights, we not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim; and

- 5.2.7 Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third party beneficiary thereof.
- 5.3 If any part of these Terms is deemed to be unenforceable the enforceability of any other part of these terms will not be affected.
- 5.4 This contract is between you and us. Provisions which by their terms or intent are to survive termination of these Terms and will do so.
- 5.5 If we delay exercising or fail to exercise or enforce any right available to us under these Terms, such delay or failure does not constitute a waiver of that right or any other rights under these Terms.
- 5.6 These Terms set out the entire agreement between you and us concerning our Services and they replace all earlier agreements and understandings between you and us.
- 5.7 Unless you are domiciled in Northern Ireland or Scotland in which case the local courts and law shall have jurisdiction, these Terms between you and us shall be governed by and interpreted in accordance with the laws of England and Wales. The courts of England and Wales shall have non-exclusive jurisdiction to resolve any claims, disputes or disagreements relating to these Terms.

6 HOW TO CONTACT US AND FURTHER INFORMATION

- 6.1 If you have any feedback, questions or complaints or any requests for technical support, then please e-mail us at: feedback@thechoralhub.com.
- 6.2 The Services are operated by The Choral Hub Limited (registered in the UK with company number: 12418248) located at: 14 Latham Road, Cambridge CB2 7EQ. VAT number: GB 361 2731 18