

# Terms & Conditions

Welcome to RoyRPachiMusic.com (the "website"), operated by Roy R Pachi and its affiliates ("we" or "us").

Please take a moment to read these terms and conditions, together with our privacy and spam policies, as they govern your use of the website. By using the website you are deemed to have accepted these terms and conditions. If you don't agree with these terms and conditions, then please don't use the website or purchase downloads, products or services from the website.

## **If you're under 18 years of age**

If you're under the age of 18 years of age you will need to get your parent's or guardian's consent if you want to participate in any online competitions or chat forums that are hosted on the website. We will keep you informed if you are required to get your parent's or guardian's consent to use any other part of the website.

## **Buying music or merchandise from other websites**

Currently this site is operating as an information and promotional site. When music is made available, it will be through other websites, such iTunes. We are not responsible for those websites and do not accept any liability for products or services you buy from them. We suggest that you should take a look at the terms and conditions that apply to those websites before you buy any music or merchandise from them.

## **Using the website**

When using our website, you are permitted to view the material for personal, non-commercial use only but in so doing you can't remove or amend any trade mark, copyright or other proprietary notice. You may not distribute, sell, transmit, reproduce or publish by electronic or any other means any part of the data or content on the website without our prior written consent. All content on this website is protected by copyright laws, and it is either owned or used with permission by Roy R Pachi. All other rights are reserved.

## **Sending material to us**

From time to time, we may include on this website, features such as message boards, chat rooms, photo galleries, audio and audio-visual recordings. We are not required to monitor, censor, edit, or regulate any information or content provided by you or third parties on this website including buying merchandise through our online store or other websites once activated. Although we may choose to do so at our discretion.

You agree that you won't:

- post, communicate or transmit (including by sending emails or correspondence) any unlawful, criminal, threatening, abusive, defamatory, libellous, contemptuous, obscene, vulgar, pornographic, profane or indecent material;
- post, communicate or transmit (including by sending emails or correspondence) material which violates or infringes the rights of any other person or party or infringes any law;
- inhibit or restrict any other user from using the website;
- interfere with the computer systems which support the website by overloading a service, engaging in a denial-of-service attack, or attempting to disable a host;

- post, communicate or transmit (including by sending emails) any file which contains viruses, worms, "Trojan horses" or any other harmful, contaminating or destructive features;
- access or attempt to access information resources you are not authorised to use;
- impersonate or falsely represent your association with any person or organisation;
- attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of the website, including the use of automated tools;
- post, communicate or transmit (including by sending emails) or use any material of any kind for commercial purposes, or which contains any promotional material or advertising;
- delete, circumvent or alter any author attribution, legal notices, rights management information or technological protection measures; or
- post, download or communicate any file or material posted by another user of the website if you know, or reasonably ought to know, that the file or material cannot legally be downloaded or communicated in that manner.

We reserve the right to remove you from our mailing list at any time and without notifying you if we think you have not complied with those conditions.

To the extent permitted by law, we won't be held liable for any loss or damages that result from any action raised in connection with any statements or views by our website users that are published on this website. Opinions and statements posted by third parties are not those of Roy R Pachi or us and we don't endorse them either (unless of course we explicitly say so). If you send, upload or post any content to this Website and Roy R Pachi (including photos, music etc), you warrant to us that you have the right and authorisation to do so and that you don't need the consent of any third party to do this. So, for example, if you submit photos to us, then you must get the approval of the person in the photograph. If you don't have the required approval, or falsely claim to have the approval, then you'll be liable for breaching these terms and conditions. If this happens, then we may deny or restrict your access to the website at any time. We may also notify the appropriate law enforcement agencies or your Internet service provider.

### **Music and statements**

We are not liable for any loss or damage (including, but not limited to, physical or emotional material) that you suffer from any action raised in connection with any statements, views, music or lyrics made by Roy R Pachi. If you don't like the music or messages, please don't read or listen to Roy R Pachi's material. That disclaimer applies to the maximum extent permitted by law.

### **Sending emails, posts or requests to us**

We encourage you to get in contact with us about Roy's music. However, due to the nature of the internet and potential volume of traffic and correspondence, we cannot guarantee that we will respond to all your emails, posts or requests through this website.

### **Our right to use materials**

When you send any material to us, you grant to us, a non-exclusive, perpetual, worldwide, transferable and royalty and fee free licence to use, display, modify, adapt, transmit or copy that material in whatever format (including text, graphics or music) and in any manner in all media throughout the world in perpetuity. By you sending the material to us, this will be deemed as valid and binding consent by you to grant us this licence. Of course, you will retain the copyright in anything you own that you send to us.

To the extent permitted by applicable law, you agree that you will not assert your moral rights in relation to any material that you submit to us.

### **No warranties**

Whilst we endeavour to ensure that the information on this website is correct, it is provided on an “as is” basis, without warranties of any kind, and no warranty, express or implied, is given as to accuracy or completeness and neither Roy R Pachi nor we accept any liability for any error or omission. While we don't think that any of the information contained on the website is inaccurate, we don't warrant the accuracy, adequacy or completeness of such information, nor do we undertake to keep the website updated.

We won't be liable for any claims or losses of any nature including, but not limited to, loss of profits, direct, indirect, special or consequential damages arising from a third party or your use or inability to use this website.

For example, we aren't liable if you purchase Roy's music from another website, such as iTunes, but you do not receive that music because it fails to download.

We'll use our best efforts to ensure that there are no viruses on our website, but due to the nature of the Internet, we can't ensure such exclusion and no liability is accepted for viruses. When use our website, we recommend that you take all appropriate safeguards such as making sure your virus protection is updated and in effect.

We don't warrant that your access to the website or its content will be free from errors, defects, bugs or viruses, or uninterrupted. We aren't liable for any loss or damage which you suffer or incur as a result of using the website or its content.

### **Indemnity**

You agree to indemnify us, our officers, directors, employees and agents, as well as Roy R Pachi, from any loss or damage, including reasonable legal fees, which we may suffer or any third party claims made against us arising from your activities on or use of the website including your negligence, any complaints made by others against you or any breach by you of these terms and conditions.

### **Links to other websites**

We don't accept any responsibility for the content on any site to which a hypertext link from our website is provided. The links are provided “as is” with no warranty, express or implied, for the information provided within them. You've got to check the terms and conditions of the linked sites that you visit.

All authors or providers of a link into this site should note that we have not necessarily read, check or edit the content from such links and we accept such material linked to its site purely on the basis of an understanding that we are a distributor (not a publisher) of such material and by linking to this site, the author or provider of the link gives an implied warranty that they will indemnify Roy R Pachi and us in the event of any action arising as a result of such material appearing on or via this site. All persons accessing this site are also put on notice of such fact.

We will reasonably ensure that its publications, advertising and offers on this site fully meet the requirements of Australian law and foreign laws of any country where it is intended for such content to be viewed. In the event that a foreign country law may not be fully complied with, then we will not be deemed to be directing such content to that particular country.

### **Linking to the website**

You must not link to the website without obtaining our prior written consent.

### **Our Store**

This website provides users with a free information service, but should we add services for which payment is required, users will be notified within the site and given instructions for subscribing to any such services. Currently you can only purchase our music and merchandise through third party stores, such as iTunes, and we do not make any representations or warranties in relation to those websites.

If we have a store a future, no contract will subsist between you and us for the sale by it to you of any product unless and until we accept your order by e-mail confirming that it has dispatched your product. That acceptance will be deemed complete and will be deemed for all purposes to have been effectively communicated to you at the time we send the e-mail to you (whether or not you receive that e-mail). For the avoidance of doubt, any such contract will be deemed to have been concluded in Australia. Further, any such contract will be solely and exclusively interpreted, construed and enforced in all respects in accordance with the laws of Australia.

### **Privacy**

From time to time, we may have to collect personal information about you in order to operate this website, to fulfil your requests or enable you to participate in some of our online activities and competitions. Please read our Privacy Policy for more details on how we will handle your personal information.

### **Variations**

We reserve the right to remove, alter or delete any material or information from the website without any prior notice to you.

### **Severability**

If any provisions of these Terms and Conditions are deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms and Conditions, which will remain in full force and effect.

### **Entire agreement**

These Terms and Conditions, together with the Privacy Policy and Spam Policy, as well as any other legal notices published on the website, constitute the entire agreement between us concerning the website and any goods or services offered on it.

### **Governing Law**

This agreement is entered into in New South Wales, Australia. You agree that it will be governed by the laws of the State of New South Wales and any disputes arising out of this agreement will be subject to the non-exclusive jurisdiction of the courts of the State of New South Wales. If any provision in this agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

### **Termination**

These Terms and Conditions are effective until terminated by us and we may terminate this agreement at any time without prior notice to you. If we terminate your access to the website, you are no longer authorised to access it. However, all restrictions which we imposed on you

under these Terms and Conditions, licences granted by you and all our disclaimers and limitations of liability contained in the Terms and Conditions will survive termination.

**Application to other devices**

For the avoidance of doubt, these Terms and Conditions equally apply to the use of the website (including access to its content) by wireless means, including mobile telephones and other devices in use now or in the future.

These Terms and Conditions are dated 18 July 2016