

## **1. Acceptance of Terms**

Thanks for choosing SongBug, a service provided by Ulogix Ltd. By signing up or otherwise using the SongBug service and websites, or accessing any content or material that is made available by SongBug through the service you are entering into a binding contract with Ulogix Ltd.

Your agreement with us includes these terms and conditions. You acknowledge that you have read and understood the agreements, accept these agreements, and agree to be bound by them. If you do not agree with the agreements, then you may not use SongBug or consume any content.

## **2. Changes to the Agreements**

Occasionally we may, in our discretion, make changes to the agreements. When we make material changes to the agreements, we will provide you with prominent notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the service or by sending you an email. In some cases, we will notify you in advance, and your continued use of the service after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such notice carefully.

## **3. Who are we?**

The SongBug service and this website are operated by Ulogix Limited. Ulogix Limited is registered in England as a company limited by guarantee, number **6400975**. Our registered office is: Ulogix Ltd, 118 College Road, Sutton Coldfield, West Midlands, United Kingdom, B73 5AU.

## **4. Access to the website and services**

The SongBug service and the content are the property of SongBug and Ulogix Ltd and licensors. We grant you a limited, non-exclusive, revocable licence to make use of the SongBug service, and a limited, non-exclusive, revocable license to make non-commercial and educational use of the content. This license shall remain in effect until and unless terminated by you or SongBug. You promise and agree that you are using the content for your own non-commercial and educational use and that you will not redistribute or transfer the SongBug service or content outside the parameters of this agreement.

SongBug grants you/your organisation a non-transferable and non-exclusive right and licence to use the websites and the service for its intended purpose, subject to your compliance with these terms. This license does not include the right to collect or use information contained on the websites for purposes prohibited by these terms; to compete with SongBug; to create derivative works based on the content of the websites; or download or copy the websites (other than page caching).

If you use the website in a manner that exceeds the scope of this licence or you breach these terms, SongBug may cancel your subscription, with no reimbursement, granted to you/your organisation and/or may take appropriate legal action against you. All SongBug trademarks, service marks, trade names, logos, domain names, and any other features of the SongBug brand are the sole property of SongBug and Ulogix Ltd or its licensors.

## **5. Events outside of our control**

To the fullest extent permitted by applicable law, you agree to indemnify and hold SongBug harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of: (1) your breach of this agreement; (2) any user content; (3) any activity in which you engage on or through SongBug; and (4) your violation of any law or the rights of a third party.

## **6. Data Protection**

SongBug strongly recommends that SongBug subscribers should never unnecessarily disclose personal information to other SongBug subscribers such as name, address, email address, telephone number or any other personal information that could allow users to be identified outside the site. Any personal information collected through this website will be processed and not be distributed to any third party.

## **7. Linking to and from this website**

Whilst we allow links to our website to be used on school\organisation's media and communications, we do not accept any suggestion that we endorse or sponsor your website or activities unless this is true.

## **8. Service limitations and modifications**

Ulogix Ltd will make reasonable efforts to keep the SongBug service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, Ulogix Ltd reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the SongBug service, with or without notice, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the SongBug service or any function or feature thereof. Ulogix Ltd will refund a percentage of the subscription fee on a pro rate basis. You understand, agree, and accept that Ulogix Ltd or SongBug have no obligation to maintain, support, upgrade, or update the service, or to provide all or any specific content through the service. This section will be enforced to the extent permissible by applicable law.

## **9. Website security**

You agree that you will not do anything or allow anything to be done to compromise the security of this website.

## **10. Bespoke songs**

Copyright of all bespoke songs will remain with SongBug and Ulogix Ltd or its third party composers, irrespective of any contribution from schools/organisations or other third parties. This copyright does not allow SongBug to reuse a bespoke song, however SongBug cannot be held accountable for accidental similarities between songs used within this service.

Ownership of a bespoke song will belong to the school/organisation or third party to whom it has been written for. This entitles the owner to use the recorded tracks in any capacity in which they choose. The song itself may not be redistributed to any other parties as this will infringe the copyright owned by SongBug.

SongBug endeavours to meet the deadline of 15 working days (excluding Saturdays, Sundays and Bank Holidays) for delivery of the bespoke song. If the deadline is not met, an additional 15 working days will be granted with a 20% refund of the cost. If this further deadline is not met, a full refund will be provided along with the bespoke song.

SongBug cannot be held accountable for a delay or inability to deliver a bespoke song due to any details given in the order form being incorrect and SongBug are under no obligation to provide a refund.

SongBug understands that songwriting success is subjective. The order form provides details so that a song can be written and produced to meet the liking of the purchaser. SongBug cannot be held responsible if artistic details have not been included on the order and therefore not included within the song or recording. In such an event, the school\organisation will not be eligible for a reworking of the song. SongBug also reserves the right to determine whether or not enough detail has been included.

If all the details have been included, SongBug will look to rewrite the song in order to meet the criteria. Within this process, two excerpts of alternative songs will be provided for the school/organisation to choose from. The final song must be chosen from one of these excerpts or the original. No additional attempts will be made.

## **11. Limitation of liability**

SongBug's and Ulogix Ltd liability for losses you suffer as a result of us breaking the terms of this agreement including deliberate breaches is strictly limited to the price of the subscription or services you have paid for. We are not liable for any other losses under any circumstances.

## **12. Registration and account maintenance**

In order to utilise certain functionality of the website and membership services, you must complete a registration process. As a registered user of SongBug, you agree to provide true, accurate, current, and complete information about yourself and your organisation as prompted by the registration form. You are fully responsible for all activities that occur under your username/account.

It is against the terms to allow anyone else access to your account.

By registering your data, you consent to the collection of your data, including registration data, by SongBug and processing of such data by SongBug in connection with your use of the service. You consent to the technical processing and transmission involved in your use of the website, including registration data, and you acknowledge that such process may involve transmission of such data over various networks; and modifying such data to conform and adapt to technical requirements of connecting networks or devices.

## **13. Membership period**

A full standard SongBug membership subscription is for a period of 12 months (uninterrupted) unless otherwise stated.

The membership period begins on the day your payment has been received and approved. An automated email notification will be sent to you for confirmation. SongBug shall be under no obligation to provide the services until the membership fee has been paid. At the end of your membership period, you can renew your membership or if you do not wish to continue, simply allow your membership to expire.

## **14. SongBug “Song Hub” songs, resources and streaming**

SongBug subscribers will have access to high quality songs and resources via the SongBug website and the Song Hub. This will be in the form of unlimited streaming of music tracks. Music tracks and accompanying resources, known as Song Packs, will also be available for download from the Song Hub for an additional fee.

In order to perform any songs from the Song Hub, either streamed or purchased and downloaded Song Packs, an active subscription is required. If you cancel your subscription to Song Hub or fail to renew it, you automatically forfeit the right to perform or use any of the songs from the Song Hub, even if you have purchased the Song Pack. Purchasing a Song Pack simply gives you access to download the tracks and the resource, but does not give you a license to perform the song. Only an active subscription grants you a license to perform a Song Pack song.

SongBug reserves the right to make changes to or remove songs and other content without prior notification. SongBug has no obligation to continue to make available any particular song or resource which has appeared on the website or Song Bank previously. All songs and resources made available are subject to copyright and licence restrictions.

You may not share SongBug's resources with anyone who does not work within your school or organisation.

SongBug reserve the right to suspend access or deactivate subscription for any suspected abuse of the system with no refund given.

## **15. SongBug operation**

SongBug is actually owned and ran by a real life bug called Melvin. The name is actually not a clever play on words as such, but more so a reflection of Melvin's talent in music. He also enjoys an evening of jazz.

## **16. Pricing and Payment**

The price of SongBug membership and other products will be as quoted on the website, except in the case of obvious error. SongBug reserves the right to change product prices at any time, but changes will not affect existing contracts and orders which we have already accepted. Prices displayed will be in pounds sterling and include VAT.

## **17. Payment options and processing**

The payment option applicable for your chosen product(s) will be confirmed during checkout and on your automated order confirmation you receive via email.

Payment options available are:

(a) Paying by Debit/Credit card: Once you have submitted your card and delivery details (where appropriate), your card will be debited and your order placed. Confirmation of your credit card transaction will be sent, via email, by return. SongBug does not hold or store any card payment details directly. Online payments are processed through the secure Wix payment gateway.

(b) Paying by PayPal: Once you have submitted your payment and delivery details (where appropriate), your account will be debited and your order placed. Confirmation of your PayPal

transaction will be sent, via email, by return. SongBug do not hold or store any PayPal payment details directly. PayPal payments are processed via the PayPal gateway ([www.paypal.com](http://www.paypal.com)).

(c) Paying by BACS: If you wish to pay by BACS, an email will be sent to you with our BACS details. It is important to note that work on your order will not begin until the BACS transfer has been completed.

## **18. Cancellation, termination and sanction**

### **18.1. By You**

Under UK law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 state that you have the right to cancel the contract for purchase of any services/digital content supplied by us within 14 days of placing your order.

Where your service has already started within this 14 day period, you do not have the right to cancel however we will refund any monies paid minus the proportionate cost of the service you have already received and any non-refundable transaction fees. If you need to cancel an order, please contact [info@songbug.co.uk](mailto:info@songbug.co.uk).

### **18.2. By SongBug**

You agree that SongBug, in its sole discretion and without liability to you or any third party, may suspend or terminate, with or without notice, the website or any part of it or any of your passwords or accounts (or any part(s) thereof or related files and information) within the service, and may remove and discard any content within the service, including for lack of use or if SongBug believes that you have violated or acted inconsistently with the letter or spirit of these Terms. The responses described in this paragraph are not limited, and SongBug may take any other action we reasonably deem appropriate in connection with any breach of these Terms.

### **18.3. Sanction**

If you fail to abide by any of these Terms and Conditions, SongBug reserves the right to take action against you and to suspend your membership on a temporary or permanent basis. SongBug may use whatever information that is available to it about you to stop any further infringements. This may include disclosing any relevant information to the relevant law enforcement authorities.

## **19. Queries and complaints**

If you have a general query regarding your account or membership you should email us at [info@songbug.co.uk](mailto:info@songbug.co.uk).

In the unlikely event that you wish to make a formal written complaint, you can do so by contacting us at our registered office. Our address details are provided on the website Contact page.

## **20. Law**

All of the Terms are governed by English Law and any disputes arising out of any transaction with SongBug and Ulogix Ltd are subject to the exclusive jurisdiction of the English Courts. If any of these terms are determined to be illegal, invalid or otherwise unenforceable, then to the extent in which that term is illegal, invalid, or otherwise unenforceable it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.