

## **MOZO Let's play**

### **TERMS OF SERVICE**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE APP.

#### **1. WHO WE ARE AND HOW TO CONTACT US**

1. MOZO Music Ltd, is a company registered in England under company number **12975727** whose registered office is at 106-107 Dowgate Hill House, 14-16 Dowgate Hill, London EC4R 2SU
2. MOZO Music operates the mobile app MOZO Music, MOZO let's play . All references to the app in these Terms shall apply equally to any MOZO mobile application or subdomain.
3. The app provides users with access to the music learning experience as set out in more detail at clause 6 below (the "app") and such further text, graphics, photographic images and data as made available on the app store.
4. Access to and use of the app and music learning experience shall be at all times strictly subject to the terms and conditions of use set out herein (these "Terms").
5. These Terms (together with any further documents or policies expressly referred to herein) set out the legal terms and conditions on which we operate the app and provide the music learning experience. By using the app, you ("you") confirm that you accept and agree to be bound by the Terms in relation to your access to and use of the the app, the music learning experience and any further content or External Materials (as defined in clause 12.2 below) provided to you through the app store. If you do not accept and agree to these Terms, you must not access or use the app or music learning experience. We recommend that you print a copy of these Terms for your future reference. You are also responsible for ensuring that any persons who access the app using your internet connection are aware of these Terms and that they comply with them.
6. A full list of the defined terms used in the Terms can be found at clause 14 below.
7. If you have any questions, complaints, or suggestions in relation to the Site, the Services or these Terms, please email [james.ts@mozomusic.com](mailto:james.ts@mozomusic.com)

#### **2. FURTHER TERMS THAT MAY APPLY TO YOU**

1. These Terms expressly refer to our privacy policy, which also applies to your use of the app and the music learning experience and is available at <https://mozomusic.com/privacy-policy> See further under clause 7 below. We may introduce further policies and terms from time to time by notice to you (via email, via your Account or by placing a written notice on the Site).

#### **3. CHANGES TO THESE TERMS**

1. We may amend these Terms from time to time. Every time you wish to use the app or learning experience, please check these Terms to ensure you fully understand those that apply at that time.

#### 4. CHANGES TO THIS SITE

1. We fully reserve our right without limitation (and without liability to you or any third party) and without notice to develop, modify, add to, remove from, suspend, or discontinue temporarily or permanently the app and/or the music learning experience from time to time.

2. Further, we do not guarantee that the Site, the Services, or any further content (including the ExternalMaterials) on the Site, will always be available or be uninterrupted.

#### 5. YOUR MOZO MUSIC ACCOUNT

1. In order to access the music learning experience, you will first need to create an account with us (an "Account") by entering your details where indicated using the registration form on the app store via your mobile device.

2. If you are opening an account on behalf of another parent or legal guardian, you represent and warrant that you have the authority to legally bind that entity and to enter into these Terms.

3. It is your responsibility to keep your contact details up-to-date on your Account. We may, from time to time, send you important information using the details that you have provided to us. If those details are incorrect or not up-to-date you may not receive important information relating to your Account, the music learning experience or these Terms.

4. You must keep your Account details (including your password and username) strictly confidential.

5. Your Account is non-transferable and must not be used by anyone other than you. We reserve the right to terminate your Account with immediate effect if we have reason to believe it is being used by anyone other than you and/or you have not kept your log in details confidential.

6. You shall be liable for all activities that are undertaken using your Account and you shall compensate us for all and any losses, damages, costs and expenses we may suffer as a result of any failure by you to keep your password strictly confidential.

7. We reserve our right to terminate or suspend your Account at any time if we suspect you have acted in breach of these Terms.

8. You may terminate your Account at any time provided you do not have any outstanding obligations under or connected with these Terms.

#### 6. THE APP

1. The App comprises the music learning experience as detailed on the app store.
2. In order to be able to deliver the music learning experience for you, we will need access to features on your mobile device. In granting us such access and authenticating the same, you agree that we can access your camera strictly to the extent necessary to capture the face of the user.
3. By using the app, you agree that we can collect, collate and use anonymised data relating to your use of the music learning experience for any purpose (including purposes not directly connected to the music learning experience).
4. Wherever possible we recommend you grant us access to features on your mobile device (Camera: photo face capture, Microphone: audio performance capture) Although we will use all reasonable efforts to present your “photo and audio captures” unchanged, in providing the music learning experience, you expressly agree that we shall have no liability to you (or any third party) for any loss or damage (howsoever caused) arising out of or in connection with our access to your “photo and audio captures” or our provision of the music learning experience to you, save only to the extent that such loss or damage is solely attributable to our willful misconduct.

## 7. PERSONAL INFORMATION

1. We will only use any personal information you provide to us in accordance with our Privacy Policy <https://mozomusic.com/privacypolicy>.

## 8. INTELLECTUAL PROPERTY

1. The Intellectual Property Rights in all software, text and visual content made available to you on this app and in our provision of the music learning experience remains at all times the property of MOZO Music (and its licensors). Such rights are protected by copyright laws and treaties around the world. All rights are expressly reserved by MOZO Music (and its licensors).
2. If you suspect that any content on the app may infringe any Intellectual Property Rights that you own or control, please email [james.ts@mozomusic.com](mailto:james.ts@mozomusic.com)
3. For the avoidance of doubt, all Intellectual Property Rights in the app shall at all times remain your property (or that of your licensors, where applicable).

## 9. LINKING TO THE APP

1. You may link to the app, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
3. You must not establish a link to the app on any website that is not owned or managed by you.

4. This app must not be framed on any other website, nor may you create a link to any part of our app other than the landing page.
5. We reserve the right to withdraw linking permission without notice.
6. If you wish to link or make any use of content on our Site other than that set out above, please contact [james.ts@mozomusic.com](mailto:james.ts@mozomusic.com)

## 10. USE OF SITE CONTENT

1. You may store, display and share copies of any content supplied on the app solely for the use of friend and family sharing. You are not permitted to publish, manipulate, distribute, or otherwise reproduce, in any format, any of the content or copies of the content supplied to you as part of the music learning experience or which appears on the app.
2. You must not modify the digital copies you have shared or downloaded (in accordance with clause 10.1 above) in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
3. We have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity that you may suffer in relation to your use of this Site and/or the Services.
4. You may use the site for lawful purposes only.
5. Any breach of this clause 10 will result in your right to use this Site ceasing automatically and with immediate effect and may result in legal action being taken against you.

## 11. SITE SECURITY AND MISUSE OF THIS SITE

1. We do not guarantee that this Site and/or the Services will be secure or free from bugs or viruses.
2. You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or any other technologically harmful material that may infect your computer hardware, computer software, data or other property due to your use of this Site and/or the Services.
3. You must not misuse this Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to this Site, the server on which this Site is stored, or any server, computer or database connected to this Site. You must not attack this Site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this clause, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with

those authorities fully (and will disclose your identity to them to the extent that we are able to do so). In the event of such a breach, your right to use this Site will cease immediately.

## 12. DISCLAIMER AND LIABILITY

1. The Site and the Services are provided as-is. Although we make reasonable efforts to update the information on this Site, we make no representations, warranties or guarantees, whether express or implied, that the content on this Site or provided as part of the Services is accurate, complete, up to date or error-free.

2. The Site and the Services may contain links to and embed content from third-party websites, platforms and/or resources. You acknowledge and agree that Performative does not control or endorse, and is not responsible for, any content, advertising, products, services, or other materials on, transmitted from or available through such third-party websites, platforms and/or resources (collectively "External Materials"), including without limitation the accessibility, accuracy, non-infringement, legality, decency, or any other aspect of the External Materials. Performative provides access to the External Materials to you only as a convenience and it does not imply any endorsement or association with the operators of such External Materials. The use and access of such External Materials may be subject to different terms of use and privacy policies, which you are responsible for reviewing and complying with. You further acknowledge and agree that Performative shall not be liable for any damage or loss caused by or resulting from the access to, use of or reliance on any External Materials.

3. Unless expressly stated to the contrary and to the fullest extent permitted by law, Performative and its licensors, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any loss or damages whatsoever, including (but in no way limited to) any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Site, the Services and any related materials or content (including but not limited to the External Materials), irrespective of whether such loss or damages were foreseeable or arise in contract, tort (including negligence), equity, restitution, by statute, at common law or otherwise. This does not affect Performative's liability for death or personal injury arising from its negligence, nor for fraud or fraudulent misrepresentation or any other liability which may not be excluded or limited by law.

## 13. LEGAL DISPUTES

1. We would rather attempt to resolve any dispute with you through good faith discussions before resorting to legal proceedings. Therefore, if you have any issue or

complaint in relation to the Site, the Services or these Terms please write to us using the address in clause 1.1 or the email address in clause 1.7 above.

2. These Terms are governed by the laws of England and Wales. This means that any dispute or claim arising out of or in connection with these Terms will be governed by the laws of England and Wales. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

#### 14. GLOSSARY

1. The following definitions can be found in the relevant paragraphs, or as set out below: “Account”: see clause 5.1; “External Materials”: see clause 12.2; “Intellectual Property Rights”: means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights including all rights in the graphic, photographic and textual content on the app, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. “Performative”, “we”, “us”: see clause 1.1; “music learning experience”: see clause 1.3; “app”: see clause 1.2; “Terms”: see clause 1.4; and “you”: see clause 1.5. Customer Data: the data inputted or imported to the app whether by the Customer or on the Customer’s behalf, for the purpose of using the app.

15.

Child protection, safeguarding and GDPR

The customer, the parent, the user, the account holder are all named as the responsible parent and/ or legal guardian of the child.

The child who is expected to be the user of the music learning experience via the app via their parents device, is expected to be between the ages of 5-9.

The child who is expected to be the user of the music learning experience via the app via their parents device, should be supervised by the parent to ensure that the content and experience is appropriate for the age of their child.

Therefore these terms are in place for the parent to adhere to in order to protect the child in their legal capacity as account holder.

The App is designed partly for use by children, and there are no age barriers to those accessing the App. Users under 18 should only use the App with the permission of a parent or guardian. The parents or guardians of anyone under 18 using the App should review these Terms carefully. Any information submitted and/or read by minors are subject to the consent of their parent or guardian. We advise parents or guardians who permit minors to use the Apps to monitor their activities when using any online services. If you permit a child to use a device to access, view or listen to content on the Apps, you are solely responsible for deciding whether or not that content is appropriate for that child.

For more information about protecting children online please check government guidelines. For more information about apps and games for children please check specific guidelines and terms on the app store and google play store.