

Terms and Conditions

By signing up or using BabyShadez Ltd services; will create a contract between you and BabyShadez Ltd (the Agreement). Please read through the Agreement carefully. To confirm your understanding and Acceptance of the Agreement, click Agree.

1. Introduction

- a. This agreement governs your use of BabyShadez Ltd Service (Services), by using our website and App, you accept these terms and conditions in full.
- b. Our Services entitle you to the usage of music management services, artist promotional services, merchandising services, advertising services and any other service related to our website babyshadez.com or our mobile application BabyShadez Ltd.

2. Using Our Services

- a. You have temporary permission for the use of our Services, but we hold the right to withdraw or change our services at any time without giving you prior notice nor do we have any legal responsibility for any loss incurred by yourself or a third party.
- b. We frequently update our Services and we have full rights to make changes to our Services, if we deem necessary, no prior notice will be given.
- c. Any material used on our Services should not be relied upon as advice and if anyone takes that material as advice we will NOT be held liable nor will we be responsible for any legal implications and costs for reliance placed on the material in our Services.
- d. You undertake that you will download the necessary software for the use of our Services we will not be held liable for any costs incurred by you in regards to obtaining the relevant software.
- e. We follow our privacy policy available at <https://babyshadez.com>

3. Accounts

- a. You may be required to register to use our Services. You enter this agreement on the grounds that all identification codes, passwords and other security information are kept confidential.
- b. By using our Services, you agree to us handling this information and confirm that data you provide is accurate.
- c. You undertake that you are 18 years old or over. (You must be 18 years old or over for the use of free trial period). If you are under 18 years old, children under the age should review this Agreement with their parents or guardian to ensure that the child and the parent or legal guardian understand it.

- d. You undertake that any other third party who uses our services via your identification will adhere to these terms and conditions and you will be responsible and liable for the contents viewed by anyone who uses your identification who is under 18 years.
- e. You agree that you will notify us promptly of a confidentiality breach and any unauthorised use of your account.
- f. If we believe there has been a breach of our confidentiality, we are fully permitted to disable any security information (including your passwords and codes).
- g. We reserve the right to close your account at our sole discretion for whatsoever reason.
- h. We also reserve the right to disclose your personal information in regard to a complaint or legal action arising from the use of our Services.

4. Availability

- a. We may modify, update, interrupt, suspend or discontinue our Services at any time, without notice or liability to BabyShadez Ltd.

5. CONTENT

Intellectual Property Rights

- a. Unless otherwise stated, we are the owners/ licensor of all intellectual property rights for the Services and material posted on the Services and all Intellectual property rights are reserved.
- b. You may view, download for caching purposes only and print pages from the Services for your own personal right, subject to the restrictions stated below and elsewhere in these terms and conditions:

You agree that you will not encourage/will not assist or enable anyone to:

- republish any material from the website and/ App
- sell, rent or sub-license any material from the website and/ App
- show any material from the website and/ App to the public
- reproduce, duplicate, copy or otherwise exploit any material for a commercial purpose
- edit or otherwise modify any material on the website and/App

If you breach these terms, you lose all rights to use our Services, and must destroy or return any copies.

- c. BabyShadez name, graphics, service marks and logo are trademarks, design marks, copyrights and are registered for BabyShadez Ltd use only. You are not granted rights or license with respects to the said trademarks.

6. Contract

- a. All Artist who wish to upload material on our Services, will be sent an Agreement, entitling them to the use of our Services and this will form a binding contract with us and this Agreement will also form part of the contract.
- b. Submissions are open to all persons or as restricted by specific conditions on the particular submission form entered; we reserve the right to require that a parent or guardian of under 18's agree to our terms and conditions on behalf of the under 18's Artist. You will ONLY have 30 days from the date of issue to accept.
- c. The contract is our entire agreement. No previous statements or representations that we have made to you form part of the contract unless they are written into it. This includes samples, drawings, advertising, catalogues and other promotional or descriptive material.
- d. Termination notice will be outlined in the Agreement. After termination of your contract we have full right to use your material up to 12 months from the date of expiry.
- e. We will ensure that the following information is given or made available to you prior to the formation of the Agreement between us and you, unless such information is already apparent from the context of the transaction:
 - The main characteristics of the Services;
 - Our identity and contact details;
 - The total Price for the Services including taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
 - Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;
 - Where applicable, the arrangements for payment, delivery and the time by which we undertake to deliver the Services;
 - Our complaints handling policy;
 - We shall ensure that you are aware of our legal duty to supply services that are in conformity with the Contract;
 - Where applicable, details of after-sales services and commercial guarantees;
 - Where applicable, the functionality, including appropriate technical protection measures, of digital content; and
 - Where applicable, any relevant compatibility of digital content with hardware and software that we are aware of or might reasonably be expected to be aware of.
- f. Any goods or services order from us through our Services, will be placed under these terms and conditions.

- g. If the Services have been manufactured at your request or to any specification that you have supplied, you will be liable for the costs and expenses for our Services. We will not be liable any expenses, losses and costs incurred from any claims made against you or us for breach of third parties intellectual property rights. This will still apply even after the expiry of your contract with us and this will also include any orders sanctioned by the Courts.
- h. We are entitled to change any of our specifications, or any specification that you have supplied, to comply with rules and regulations.

7. Variation

We reserve the right to change the terms of this Agreement and to add new or additional terms or conditions of use to our Services. The modified terms or conditions will be binding immediately and continued use of our Service will be deemed as acceptance.

8. Uploading to our Services

- a. Our Services may allow upload of audio, videos, comments and pictures. Only you will be responsible for the contents of your uploads.
- b. You have given BabyShadez Ltd the use of any and all of your material worldwide, royalty free, non-confidential, exclusive rights, right to copy, fully transferable, distribute to the use of material on our Services and any third-party we may wish to use.
- c. You confirm that all material uploaded to our Services are genuine and are entirely your own work.
- d. You will be responsible for the quality of your digital upload we will not be held liable for this and any costs incurred will be your responsibility.
- e. You agree that you will not contact other users or other contacts directly and you are not permitted to upload material directly to them. In regard to this breach you agree to reimburse us for any costs/expenses/losses we may incur as a result.
- f. If we are approached by a third party claiming the material you submitted is copied or breaches their rights, we have full authority to disclose your details without your authority. We will also be entitled to claim any expenses, losses or costs incurred by this breach.
- g. We will not be legally responsible to anybody for the accuracy of material that you upload to the Services, and we can remove it at any time if we think it does not follow our acceptable use policy.
- h. We may monitor any submissions on our Services and we may decide to remove or edit such material without your consent.

You may NOT use our Services to:

1. Post Hatred, threatening behaviour, promoting racism, sexual orientated, invaded anyone's privacy and violate any law.

2. Post any form of Discrimination;
3. Post any form of Violence e.g. to animals, children etc.;
4. Post any form of Harassment and exploitation;
5. Post Shocking or inappropriate content
6. Post content that's exploitative, objectionable, offensive, unlawful, deceptive, harmful or appears to unfairly capitalise at the expense of others
7. Post any illegal, fraudulent or manipulative activity
8. Post personal information of a third party
9. Post or transmit material which breaches a third party's copyright or intellectual right or proprietary rights
10. Post or transmit material which contain any type of virus
11. Collect any information for commercial usage
12. Request personal information from a minor

9. Third Party Material

BabyShadez Ltd does not accept responsibility or liability for third party material within our Services.

10. Membership/ Subscription

- a. BabyShadez Ltd is a subscription service. Your membership will automatically renew until you end the membership. We will notify you if the price of the subscription/membership has increased and if required we may require your consent to continue. Once your membership comes to an end you will lose access to any features which you were entitled to.
- b. If we are unable to collect payment by your payment method we fully reserve the right to cancel your membership.

11. Payment

- a. If you pre-order goods you will be charged for the goods when the order is placed. Personalised items cannot be returned, unless there is a manufacturing error or product defect, this does not affect your statutory rights. Please check names are spelt correctly and logos are correct before submitting your order, as personalised items cannot be amended or changed. Prices may change at any time. VAT is charged and/or Taxes in the relevant countries.
- b. We reserve the right to refuse a refund request if we find that there has been evidence of fraud, refund abuse or any other manipulative behaviour, which may result in a counterclaim by BabyShadez Ltd.

12. Termination

If you fail or we suspect that you have failed to comply with this Agreement, we reserve the right to terminate, suspend access to the Services. You will still be liable for any outstanding balance up to the date of termination.

13. WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF BABYSHADEZ LTD.

- a. THE SERVICE IS MADE PROVIDED TO YOU ON AN “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE” BASIS. YOU USE THE SERVICE AT YOUR SOLE RISK AND DISCRETION. BABYSHADEZ LTD MAKES NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE SERVICE, ITS SAFETY OR SECURITY, OR THE SERVICE CONTENT. ACCORDINGLY, BABYSHADEZ LTD IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM YOUR USE OF THE SERVICE.
- b. BABYSHADEZ LTD EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR AN AUTHORISED REPRESENTATION WILL CREATE A WARRANTY. YOU USE THE SERVICE AT YOUR SOLE RISK.
- c. BABYSHADEZ LTD, WILL NOT BE RESPONSIBLE NOR LIABLE FOR ANY PERSONAL INJURY, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, DAMAGES FOR LOSS OF PROFIT, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES OR ANY OTHER DAMAGES ARISING OUT OF OR RELATING TO YOUR USE OR INABILITY TO USE THE SERVICE.
- d. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICE, SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SITE.
- e. BABYSHADEZ LTD DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED ON THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- f. BABYSHADEZ LTD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THE SERVICE.
- g. BABYSHADEZ LTD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING HOW OFTEN THE MATERIALS OR INFORMATION POSTED ON THE SITE WILL BE UPDATED (IF AT ALL) OR THE NUMBER OR IDENTIFICATION OF THE RECORDING ARTISTS OR OTHER INDIVIDUALS (IF ANY) THAT WILL BE FEATURED ON THE SITE.

14. Applicable Law

- a. These Terms and Conditions shall be governed by and interpreted in accordance with English law and you irrevocably agree that the courts of England shall (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with, these Terms and Conditions or your use of website or App.
- b. We shall retain the right to bring proceedings as to the substance of the matter in any court or courts including, if appropriate, in the courts of your country of residence.

15. Contact Us

Please email us at info@babyshadez.com to contact us about any issues.

<http://www.babyshadez.com/> and the BabyShadez app are operated by BabyShadez Ltd, a UK Limited company registered in England under company number 10256275.

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