

# Terms and Conditions

**In using the PentaTone service to purchase downloads or to purchase products on this website you are deemed to have read and agreed to the following terms and conditions:**

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to PentaTone Music B.V.. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing Dutch Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

## **1. The Service**

PENTATONE MUSIC B.V. offers high quality classical music that can be bought on a physical carrier or via a download. PENTATONE MUSIC B.V. owns or controls the exploitation right to the Digital Content and Products that are offered, and you must use them in accordance with these Terms and Conditions. There is no assurance that the Digital Content will be compatible with any particular portable device, media server, or other software or hardware product. Please check our FAQ and Download- Guide for compatibility prior to purchasing Digital Content from us because digital products cannot be refunded (see point on cancellation as well).

## **2. Use of the Service**

### **2.1 License to Download**

Upon your payment of our fees for Digital Content or Product, we grant you a non-exclusive, non-transferable license to use the Digital Content or Product for your personal, non-commercial, entertainment use, subject to and in accordance with the terms of this Agreement. You have the right to download the file three (3) times. You may copy, store, transfer and burn the Digital Content only for your personal, non-commercial, entertainment use. You agree to provide accurate, current, and complete information required to register with the Service ("Registration Data"). You further agree to maintain and update your Registration Data and Account Information as required to keep it accurate, current, and complete. PentaTone Music B.V. may terminate your rights to any or all of the Service, Products, and Digital Content if any information you provide is false, inaccurate or incomplete. You agree that PENTATONE MUSIC B.V. may store and use the Registration Data and Account Information you provide.

### **2.2 Restrictions**

You represent, warrant and agree that you will use the Service only for your personal, non-commercial, entertainment use and not for any redistribution of the Digital Content or other use restricted in this Section 2.2. You agree not to infringe the rights of the Digital Content's or Products copyright owners and to comply with all applicable laws in your use of the Digital Content or Products. Except as set forth in Section 2.1 above, you agree that you will not redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, sub-license or otherwise transfer or use the Digital Content. You are not granted any synchronization, public performance, promotional use, commercial sale, resale, reproduction or distribution rights for the Digital Content or Products. You acknowledge that the Digital Content and Products embody the intellectual property of a third party and is protected by law.

## **3. Reservations of Rights**

Except for the rights explicitly granted to you in the Terms and Conditions, all right, title and interest in the Service, Products, and Digital Content are reserved and retained by PENTATONE MUSIC B.V.

## **4. Payment**

Our prices are in EURO (€) and if applicable already include the value added tax. The final price - if applicable including shipping costs - is shown in the shopping cart. The Service supports payments by using VISA, MasterCard and local payment methods. Our payment service provider utilizes up to date technology to ensure that your payment information is treated in a secure and professional manner.

## **5. Cancellation Policy**

The client has the right to cancel the order for physical products without any reason within 7 days, after the payment. Once the goods are returned, the Company will refund the money within 30 days to your bank

account. Digital products (items that are downloaded) can not be cancelled after the download is started. You acknowledge that use of Digital Content may require the use of other hardware and software products. Once Digital Content is purchased and you receive the Digital Content, it is your responsibility not to lose, destroy, or damage the Digital Content, and PENTATONE MUSIC B.V. shall be without liability to you in the event of any loss, destruction, or damage. Once you have purchased Digital Content, we encourage you to download it promptly and to make back-up copies of it. If you are unable to complete a download after having reviewed our online help resources, please contact the PENTATONE MUSIC B.V. customer service. You bear all risk of loss after purchase and for any loss of Digital Content you have downloaded, including any loss due to a computer or hard drive crash. We may, from time to time, remove Digital Content from the Service without notice.

## **6. Availability**

Unless otherwise stated, the services featured on this website are available Worldwide.

PENTATONE MUSIC B.V. does not guarantee, represent, or warrant that your use of the service will be uninterrupted or error-free, and you agree that from time to time PENTATONE MUSIC B.V. may remove the service for indefinite periods of time, or cancel the service at any time, without notice to you and without liability to you.

## **7. Privacy Statement**

We are committed to protecting your privacy. Go to <http://www.pentatonemusic.com/privacy-policy> to see our privacy policy.

## **8. Confidentiality**

Client records are regarded as confidential and therefore will not be divulged to any third party, other than if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

## **9. Disclaimer**

In no case shall PENTATONE MUSIC B.V., its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of any of the services or for any other claim related in any way to your use of the services, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any digital content or other content or Product posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

PENTATONE MUSIC B.V. does not represent or guarantee that the service will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and PENTATONE MUSIC B.V. disclaims any liability relating thereto. You shall be responsible for backing up your own system.

## **10 Intellectual Property Rights**

Copyright and other relevant intellectual property rights exists on all web text, graphics, photographs, trademarks, logo's, music and artwork relating to the Company's services and the full content of the service.

## **11. General Compliance with Laws**

The Service is controlled and operated by PENTATONE MUSIC B.V. from its offices in Baarn, The Netherlands. You agree to comply with all local and national laws, statutes, ordinances, and regulations that apply to your use of the Service.

## **12. Miscellaneous**

These Terms of Service constitute the entire agreement between you and PENTATONE MUSIC B.V. and govern your use of the Service. PENTATONE MUSIC B.V. will not be responsible for failures to fulfill any obligations due to causes beyond its control.

## **13. Governing Law**

The laws of Netherlands, govern these Terms and Conditions and your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with PENTATONE MUSIC B.V. or relating in any way to your use of the Service resides in the courts of The Netherlands.

## **14 Communication**

We have several different e-mail addresses for different queries. These, & other contact information, can be found on our Contact Us link on our website or via Company literature or via the Company's stated telephone,

facsimile or mobile telephone numbers.

This company is registered in the Netherlands. The address is:

Prinses Marielaan 10 C  
3743 JA Baarn  
The Netherlands, Europe

### **15 Changes**

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will change the date on the terms and conditions page. You are therefore advised to re-read this statement on a regular basis

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