

Terms of Use

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- 1. www.charliepeacock.com.** This Site, together with all content contained in the Site ("Content") is owned or controlled by Charles William Ashworth, pka Charlie Peacock ("Owner"). Owner is referred to in this Agreement as "we", "us" or "our".
- 2. Use of the Site.** This Site is intended only for the purposes specified on the Site, and use of the Site and/or all content contained within the Site ("Content") is entirely at your own risk. Use of the Site and/or the Content is entirely at your own risk. Please note that, even though we endeavor to provide and host accurate and useful information, the Content may be inaccurate and is subject to change, often at very short notice. All Content is provided without any representations or warranties of any kind, either implied or express, to the fullest extent permitted by applicable law and is not intended as specific commercial or legal advice. Specifically, Owner does not represent or warrant that the Site or the Content will be accurate, up-to-date, complete or free of defects, including without limitation viruses or other harmful elements. Owner recommends that you activate a virus scan on downloaded files and that you keep a backup copy of your hard drive contents at all times.
- 3. Restrictions on Use.** This Site may only be used for lawful purposes consistent with all rights of other parties and may not be used to violate any state, federal, or local laws. Unlawful activities include but are not limited to storing, distributing or transmitting any threatening, libelous, defamatory, obscene, or pornographic or any other content (by email, uploading, posting, or otherwise) in violation of privacy rights or copyright or trademark rights, or attempting to compromise the security of this Site or any networked account. You are expressly prohibited from violating or attempting to violate the security of this Site, including, without limitation, (a) accessing data not intended for you or logging into a server or account which you are not authorized to access, (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, or (c) attempting to interfere with service to any other user, host, or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "spamming", "mailbombing", or "crashing". Violations of system or network security may result in civil or criminal liability. Owner may investigate occurrences which involve such violations and may

involve, and cooperate with, law enforcement authorities in prosecuting those who are involved in such violations.

Further, except with Owner's express advance authorization or in a clearly designated area, you may not use the Site to: (a) upload, post, email or otherwise transmit any Communications that provide any telephone numbers, street addresses, last names, URLs or email addresses; (b) engage in commercial activities within www.charliepeacock.com (such as by advertising or selling products or services or inducing other users to enroll in a promotional or money-making enterprise); or (c) solicit donations for any purpose.

Personal Data and Registration. Any personal information provided by you will be treated with appropriate care and security in accordance with our Privacy Policy. You must be registered with the Site before you purchase or download any products. To register with the Site, you must: agree to the terms of the License Agreement and the Privacy Policy, agree to keep your password secure and confidential and not allow anyone else to use your email address or password to access the Site; agree not to do anything which would assist anyone who is not a registered User to gain access to any secured area of the Site; and agree not to create additional registration accounts for the purpose of abusing the functionality of the Site, or other users, or to seek to pass yourself off as another User.

4. Ownership of Content. Owner, unless otherwise stated, owns or controls all relevant rights in the Site and the Content. You may not publish, distribute, extract, re-utilize, or reproduce any part of the Site or its contents in any form (including storing it in any medium) other than as expressly allowed herein or as permitted by applicable law. All products obtained from or through Owner are for personal use only and must not be shared with any third party or uploaded to any file sharing site or offered for resale or public transmission unless mixed into your own original music productions. Automated or other electronically-assisted downloading software (other than as provided by Owner) may not be used in conjunction with the Site in any way and use of any such software is expressly prohibited. The Content is subject to change at any time and Owner gives no warranty or guarantee that any particular item of Content will be available at any given time (or at all).

5. Links on the Site. The Site may contain hyperlinks to third party websites ("Other Sites"). If you use the hyperlinks to access these Other Sites, you will leave the Site and your browser will be re-directed to the Other Sites. The Other Sites may have their own terms of service and privacy policy and may have different practices and requirements than the Site. Owner has no knowledge of, and is not responsible for, the content, information, services, products or advertisements presented by Other Sites which you use at your own risk. The terms of service and privacy policy of Other Sites shall apply to your access and use of them and you should familiarize yourself with those documents. Owner accepts no responsibility for the content or conduct of Other Sites.

6. Hacking. You agree not to attempt to damage, deny service to, hack, crack, reverse-engineer, or otherwise interfere (collectively, "Interfere") with the Site in any manner. If you in any way Interfere with the Site, you agree to pay all damages incurred by Owner. Owner will cooperate

with the authorities in prosecuting any User who Interferes with the Site or otherwise attempts to defraud Owner or any other parties through User's use of the Site or services provided via the Site. Owner reserves the right to deny any or all access or service to any User for any reason, at any time, at our sole discretion. User agrees that we may block User's IP address or addresses at any time, and at our sole discretion to disallow User's continued use of the Site without giving you any advance notice. We reserve the right to take any action we may deem appropriate in our sole discretion with respect to violations or enforcement of the terms of this Agreement, and we expressly reserve all rights and remedies available to us at law or in equity.

7. Complaints. If you believe that you are the owner of the copyright or other rights in any material(s) appearing on the Site, and/or that ownership of the copyright or other rights in any material has been incorrectly used or represented on the Site, please contact us via email or by post at the address written above.

8. Trade Marks. The trademarks, trade names, and service marks (the "Marks") used on the Site belong to Owner or to various other parties. No one is authorized to use any of the Marks in any manner without the prior express written permission of the owner of the Mark. The materials displayed on the Site are protected by U.S. and international copyright law and treaties, and shall not be transmitted, broadcast, copied, adapted, displayed, reproduced, republished, uploaded, downloaded, posted, distributed, performed, or otherwise used except as permitted by law. All Site design rights, databases and other intellectual property rights associated with the Website, whether registered or unregistered, and related goodwill, are proprietary rights of Owner. Modification of any Marks or materials displayed on the Site or the use of any materials displayed for any other purpose is a violation of the copyrights and other proprietary rights of Owner and is prohibited.

None of the information on the Website may be used, distributed, or reproduced for commercial purposes without Owner's express written permission.

9. Limitation of Liability. User agrees that the liability of Owner to User under these Terms of Use shall be limited to the amount User has actually paid to Owner for its services. Except as set out herein, we do not accept any liability for any indirect or consequential loss of any kind in contract, tort or otherwise arising out of your use of this Site and its Content, or in relation to the goods and/or services that we provide.

10. Indemnity. User agrees to indemnify Owner for any loss or damage that may be incurred by Owner, including without limitation legal fees, arising from User's use of the Site or User's use of any information obtained through the Site.

11. Severability. If any part, term, or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any relevant law, the remaining portions or provisions shall still remain valid and continue in full force and effect.

12. Changes to this Agreement. This Agreement and/or any other terms of service may be changed without prior notice, and any such amendment will be applicable to all Users from the

date and time such revised terms have been posted on the Site. User's continued use of the Site or services constitutes agreement with and acceptance of any such amendment or other changes.

13. Law and Jurisdiction. This Agreement and its interpretation shall be governed by and construed in accordance with the laws in the State of Tennessee.

14. Your Information. If you provide any information to the Site, you agree to provide only true, accurate and complete information to us and/or the Site. Any personal information provided by Users will be treated with appropriate care and security. By registering with the Site and accepting this Agreement, you are also accepting and agreeing to our Privacy Policy.

15. Site Content. All Content is provided without any representations or warranties of any kind (implied or express) to the fullest extent permitted by applicable law and is not intended as specific commercial, financial, business or legal advice. Please note that Owner does not represent or warrant that the Site or the Content will be accurate, up-to-date, complete or free of defects, including without limitation viruses or other harmful elements.

16. Purchasing Products from Owner. All loops, samples, sounds, tutorials and other products purchased from or through Charlie Peacock ("Products") are for your own personal use only and must not be shared with or given or transferred to any third party or uploaded to any file sharing site or offered for resale or public transmission unless mixed into your own original music productions. The contract between you and Charlie Peacock for the purchase of Products is formed in each case only when we accept your payment and make such Products(s) available for you to download and/or delivery. Charlie Peacock offers a streaming service to allow you to preview certain Products. You may not record, store or otherwise use any such streamed Content other than to listen to and preview the selections offered from time to time. Due to unavoidable technical limitations, you agree that the number of individual sounds within a product description and the size of the downloaded file is based upon the highest-quality ".wav" format version of the relevant Product. Any other formats downloaded may vary in file size and number or volume of sounds contained (and in such cases, the ".wav" version may be provided free of charge with a different chosen format. In every case, Charlie Peacock will provide as many files as possible regardless of the overall size of the pack.

17. Your Use of Products. All Products (including audio packs, sample packs, sound libraries, samples libraries and other sound suites) are sold subject to the terms of the license for use granted by us ("User License"). The User License grants you the right to use and integrate the purchased loops and/or samples within your original mixed music productions (and no additional fee or royalty is required for such integrated use). You agree and acknowledge that Owner has a proprietary interest in all sound recordings on or within the Site and that any use by you that frustrates the purpose of this Agreement or circumvents the revenue model of Charlie Peacock (including without limitation selling, renting, or otherwise using or distributing un-integrated Content) would likely cause irreparable loss to Charlie Peacock in a way that could not be adequately compensated by damages.

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- **the use or operation of the Site will be secure, timely, uninterrupted or error-free,**
- **the Site will meet your requirements or expectations,**
- **any stored Content will be accurate or reliable or its integrity maintained,**
- **the quality of any products, services, information, or other material purchased or obtained by you through the Site will meet your requirements or expectations,**
- **errors or defects will be corrected,**
- **the Site or the server(s) that make the site available are free of viruses or other harmful components.**

The Site and all Content is provided to you strictly on an "as is" basis. all conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by Owner.

Owner cannot be held responsible for damage to any equipment, hardware or software arising from the use of any sounds or any type of data files downloaded from the Site. Owner cannot be held responsible for any such injury or damage resulting from sounds downloaded from the Site. Playing sounds at excessive volumes could cause damage to your ears.

23. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Contact Details:

Policy on Acceptable Use

You agree that you will not use Charlie Peacock to:

1. Violate any law, international or local, pertaining to intellectual property, criminal acts and activities, civil rights, or any other types of law that may be related or connected to the Contents, features, and information found in this website.
2. Upload, distribute, promote, post, e-mail, transmit, display, copy, or otherwise communicate to the general public:

1. Material or information that is: false, unlawful, pornographic, profane, racist, sexually explicit, ethnically or culturally offensive, indecent, threatening, tortuous, disparaging, negative or injurious to Charlie Peacock, abusive, libelous, defamatory, obscene, vulgar, offensive, promotes violence, racial hatred, terrorism, or illegal acts, or otherwise objectionable in the discretion of Charlie Peacock;
 2. Data or information of any kind that contains a virus, Trojan horse, time bombs, worms, spyware, adware, malware, bots, or other harmful component that restricts or inhibits any other User's use and enjoyment of Charlie Peacock and its Contents;
 3. Materials that interferes with, overburdens, impairs or disrupts the Users or servers or networks connected to Charlie Peacock, or disobeys any requirements, procedures, policies or regulations of networks connected to the Properties;
 4. Information or material of any kind that is false or misleading or that constitutes or contains false or misleading indications of the origins of the Contents found in Charlie Peacock or statements of fact; and
 5. Any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, requests for money, petitions for signature, or any other form of solicitation.
3. Encourage, promote, solicit or commit conduct that would constitute a criminal offense, or one that will give rise to civil liability or otherwise violate any local, state, national or international law or otherwise make available any material that exploits or harms any individual, corporation or other legal entity;
 4. Falsely impersonate any person or entity or state or otherwise misrepresent your affiliation with a person or entity;
 5. Negatively affect the other Users' ability to engage in real time exchanges on Charlie Peacock;
 6. Stalk, abuse, violently exploit, act violently toward, threaten, sexually exploit or otherwise harass another User;
 7. Use or attempt to use another's information, account, password, service or system except as expressly permitted;
 8. Collect or gather personal data including contact or personal information such as but not limited to telephone numbers, addresses, last names, email addresses, or any other kind of information about Users, including without limitation, through automatic means of accessing or logging-in on Charlie Peacock; and
 9. Undertake any commercial or business purpose or activity without the prior written consent of Charlie Peacock, such as but not limited to inserting your own or a third party's advertising, branding or promotional content into any of Charlie Peacock' Content, materials or Services.

10. Sell purchases to a third party for a rerelease or as individual beat. For avoidance of doubt, Charlie Peacock shall only grant users the non-exclusive license to the beats, in which can not be used for commercial third party use unless agreed upon by Charlie Peacock.

You represent, warrant and agree that you will comply with the above acceptable use requirements and that any information or warranties required by Charlie Peacock to be provided by you are true and correct. Charlie Peacock reserves the right, in its sole discretion, to terminate your User's account or take such other action as Charlie Peacock sees fit in relation to anyone who breaches Charlie Peacock's policy on acceptable use or any of the other terms set forth herein. In extreme cases or as required by law or regulation, Charlie Peacock reserves the right to take court action and/or report Users to the relevant authorities.

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1. Listen to music from Charlie Peacock;
2. Communicate with other members of the Charlie Peacock community; and
3. Upload and download music to and from Charlie Peacock strictly as permitted in accordance with the Terms of Uploading and Downloading any other terms posted on Charlie Peacock and on the condition that you:
 1. do not insert any code, product or material to manipulate the music or song in any way that affects any User's experience;

2. do not adapt, copy, republish, communicate to the public, display, transfer, share, distribute or otherwise exploit the Content, except as under these Terms of Use;
3. retain and do not alter or tamper with any trademark, copyright and other proprietary or legal notices contained in the original Content or any permitted copy you may make of the Contents;
4. do not, and do not allow or aid or abet any third party (whether or not for your benefit) to, copy or adapt the object code of Charlie Peacock or Services (including, without limitation, software, HTML, JavaScript, or other code); to reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code, circumvent or attempt to circumvent or copy any copy protection mechanism or access any rights management information;
5. do not access Content through any technology or means other than the playback pages of Charlie Peacock itself, the Embeddable Player, or other explicitly authorized means Charlie Peacock may designate; and
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Should there be a conflict between these Terms of Use and the terms of any applicable end user license or similar agreement, the end user license or similar agreement will prevail, unless the additional conditions expressly state that these Terms of Use will prevail. In cases where there are no additional terms or conditions stated for any such registrations, services or products, these Terms of Use will prevail.

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Indemnity Clause

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1. your use of Charlie Peacock and its services, and the music files found therein;
2. your violation of these Terms of Use or any law, rule or regulation;
3. your use of the Contents therein; or
4. your placement or transmission of any information uploaded by you or any other Content or materials on or through Charlie Peacock.

You also promise that you will cooperate as fully earnestly and diligently as required by Charlie Peacock in the defense of any claim.

Notwithstanding the foregoing, Charlie Peacock retains the exclusive right to settle, compromise and pay any and all claims, demands, proceedings, suits, actions or causes of actions which are brought against Charlie Peacock herein under the terms and provisions of this section and in no event shall you settle any such claim without Charlie Peacock' prior written approval.

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You agree that these Terms of Use will not be construed against Charlie Peacock by virtue of having drafted these Terms of Use.

Any other rules, restrictions, guidelines and terms and conditions that may be posted or made available in connection with a particular feature on Charlie Peacock shall be incorporated by this into these Terms of Use for all purposes.

You are solely responsible for compliance with applicable laws, rules, and regulations in connection with your use of Charlie Peacock and its services, and the Contents found therein, including, without limitation, those governing your transmission or use of any data.

These Terms of Use and any applicable end user license or similar agreements contain the sole and entire agreement between the parties with respect to Charlie Peacock and its services, the Content and the data you uploaded. It supersedes any and all other prior written or oral agreements between them. The section titles in these Terms of Use are for your convenience only and do not have any legal or contractual effect.

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You understand and agree that Charlie Peacock will determine your compliance with these Terms of Use in its sole discretion. Charlie Peacock reserves the right to restrict, suspend, deny or terminate access to all or part of Charlie Peacock or any Service and to deny access to any person in its sole discretion without notice or liability of any kind.

Charlie Peacock maintains a policy that provides for the termination in appropriate circumstances of Charlie Peacock's user privileges against users who are infringers of intellectual property rights and violators of the Terms of Use found in Charlie Peacock.

Violations of these Terms of Use may be referred to law enforcement authorities in proper cases.

Separation Clause

If any provision of these Terms of Use shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision of these Terms of Use. No waiver on the part of Charlie Peacock of any of these Terms of Use will be of any force or effect unless made in writing and signed by a duly authorized officer of Charlie Peacock.

Nothing in these Terms of Use are intended to confer on any third party any benefit or any right under any law in any country to enforce any provisions of these Terms of Use.

UPLOADING AND DOWNLOADING

A. UPLOADING

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2. that use of the Content on or through Charlie Peacock does not violate the privacy rights, publicity rights, copyrights, trademarks, contract rights or any other rights of any person.

You agree to pay all royalties, fees, and any other monies owing to any person by reason of any Content posted by you to or through Charlie Peacock or for any Content made available for downloading. You further guarantee that the compositions, recordings, lyrics, text and other materials contained in the Content are original, created only by you or the entity on whose behalf you are entering into this agreement and do not contain any "samples" or excerpts that would infringe on the copyrights of others and do not otherwise infringe on the rights of any other individuals or companies.

Your Ownership Of Proprietary Rights In Uploaded Content

Charlie Peacock does not claim ownership of any intellectual property rights over the Content (including text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials) that you upload. Any intellectual property rights, including the copyright, in the uploaded Content belongs solely to you or the holder/s you represent, subject to the non-exclusive license granted herein. After uploading your Content to Charlie Peacock, you or the holder/s you represent continue to retain all ownership rights in such Content, and you continue to have the right to use your Content in any way you choose.

Responsibility For Content

You agree and acknowledge that you are responsible for any and all samples and royalty payments arising from Charlie Peacock's use of the Content as described in this Terms of Use. You hereby expressly warrant and represent that you shall be solely responsible for any and all applicable royalties due to the holder(s) of any rights (or sub-rights) in and to any Content by reason of any sale, display, download, sampling, infringement claims and/or use of any Content in any way and in any media now known or hereinafter discovered, including, but not limited to, master recording royalties, performance royalties and publisher royalties. You further agree to and shall indemnify and hold Charlie Peacock (and its owners, officers, directors, employees, agents, representatives and/or affiliates) harmless against any and all losses, damages, costs, claims, actions and proceedings, including without limitation to attorneys fees and costs, or resulting from the services of the artists, musicians, song writers, and any other rights holder(s) whose work (or a portion of whose work) you submit to the Charlie Peacock for display, performance, sampling, download, and/or use.

Content Is Unencumbered

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1. a statement that you have identified material on the Website which infringes your copyright or the copyright of a third party on whose behalf you are entitled to act;
2. a description of the copyrighted work that you claim has been infringed;
3. a description specifying the material that you claim is infringing and the location of the material on Charlie Peacock (including, for example: a URL and/or screen shot);
4. your full name, telephone number and email address on which you can be contacted;

5. a written statement by you that you have good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law;
6. a statement by you that the information in the Notice is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; and
7. an electronic or physical signature (which may be a scanned copy) of a person authorized to act on behalf of the owner of the copyright interest;

For notice of claims of copyright infringement, Charlie Peacock can be reached as follows:

By email: CharliePeacockMusic@icloud.com

Termination

Either you or Charlie Peacock may terminate your account or your Content at any time, for any reason or no reason, without explanation. You agree that Charlie Peacock may, without prior notice, immediately terminate your account or Content, and withhold access to Charlie Peacock.

Cause for such termination shall include, but not be limited to:

1. breach or violation of this Terms of Use or other incorporated agreements or guidelines;
2. requests by law enforcement or other government agencies;
3. a request by you (self-initiated account deletions);
4. discontinuance or material modification to That Sound (or any part of the service thereof);
5. unexpected technical or security issues or problems;
6. extended periods of inactivity; and/or
7. you have engaged in fraudulent or illegal activities.

Charlie Peacock shall not be liable to you or any third-party for the termination of your account or Content made in Charlie Peacock's sole discretion.

B. INDEMNIFICATION

You hereby expressly agree to and shall indemnify and hold Charlie Peacock (and its owners, officers, directors, employees, agents and representatives and/or affiliates) harmless, against any and all losses, damages, claims, actions and proceedings brought against Charlie Peacock including without limitation to and with respect to its attorneys fees and costs, arising from the upload, download, and/or use of the Content, or any portion thereof, in accordance with the Terms of Use.