

Terms and Conditions

January 2023

Subject to the following Terms and Conditions of Service, The Bach Project (also known as TBP) provides subscribers of the Site with access to a collection of music video tutorials and learning resources. TBP reserves the right to amend these Terms and Conditions from time to time and at any time. It is the responsibility of the users of this site to review the most current as available at www.the-bach-project.com. Use of the Services by a user shall constitute that user's acceptance of these Terms and Conditions of Service.

These terms and conditions regulate the business relationship between you and us. When you purchase from us, you agree to be bound by them.

We are: The Bach Project

Our address is: Alpenstrasse 30, CH3006 Bern, Switzerland trading c/o C2S SJIC Cowley Road, Cambridge, CB4 0WS. UK.

You are: A visitor to our website and or our customer

1. Definitions

In this agreement:

Consumer means any natural person who, in connection with this agreement, is acting for purposes which are outside his business;

Our Website means the entire computing hardware and software installation that is or supports Our Website.

Services means the subscription services we offer for sale on our Website and include generally available updates and support services so far as specified for each service.

Content means any material in any form published on Our Website by us or any third party with our consent.

2. Our contract with you

These terms and conditions apply:

2.1. So far as the context allows, to you as a visitor to Our Website; and

2.2. in any event to you as a buyer or prospective buyer of our Services.

2.3. We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Services.

2.4. If in future, you buy Services from us under any arrangement which does not involve your payment via Our Website, these terms still apply so far as they can be applied.

2.5. If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but, in any event, no later than 7 days from the date of your order.

3. Your account with us

3.1. You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Services.

3.2. If you use the website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer.

3.3. You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

4. Price, payment and service provision

- 4.1. It is possible that the price may have increased from that posted on our Website. If that happens, we will not provide the Services until you have confirmed that you wish to order at the new price.
- 4.2. You agree to pay the charge for the Services, from the credit card, information for which you have or will have supplied to us. You authorise us to arrange withdrawal of funds on this card without further reference to you.
- 4.3. Payments are billed at the time of purchase.
- 4.4. Our Services will be made available for you in the way we have explained in our Website.
- 4.5. We are committed to maintaining the highest standards but we cannot always guarantee 100% provision of services and while our services are sold as described we reserve the right to change or suspend them without notice. To be informed about planned changes to services or planned maintenance downtime please complete the form here <https://the-bach-project.com/contact-us/> ensuring you select "Please email me news about The Bach Project".
- 4.6. If we change the nature or provision of the Services, you may terminate this contract.
- 4.7. If a change we make in the provision of the Services, involves action on your part, and you do not take that action, we are entitled to terminate the Services to you without notice.
- 4.8. You may not share or allow others to use the Services in your name.
- 4.9. We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted. Interruption to the Services for reasonable periods for maintenance or causes beyond our control is not a ground for repayment of money you have paid. When we are aware of the likelihood of down time, we will tell you in advance.

5. Cancellation of order

- 5.1. The Distance Selling Regulations do not provide for refund for the cancellation of a subscription that has taken effect:
- 5.1.1. website services that begin, by agreement, within 7 days of payment
- 5.1.2. accordingly, you do not have a right to refund when cancelling a subscription
- 5.2. This paragraph does not affect your rights in the event that you have a genuine and valid complaint about the way we have provided the Services to you.
- 5.3. Refunds will only be offered at the discretion of management

6. Foreign taxes, duties and import restrictions

- 6.1. If you are not in the United Kingdom, we have no knowledge of, and no responsibility for, the laws in your country.
- 6.2. You are responsible for purchasing Services which you are lawfully able to import or use and for the payment of import duties and taxes of any kind levied in your country.

7. Dissatisfaction with the Services

- 7.1. Our most important task is to ensure your absolute satisfaction. We will always strive to reach that target. However, we acknowledge that mistakes are made occasionally. This paragraph covers that possibility. If you are not wholly satisfied with the Product, please tell us at the earliest opportunity:
- 7.1.1. exactly why you think we have failed;
- 7.1.2. the date, if relevant, of the failure;
- 7.1.3. when and how you discovered the failure;
- 7.1.4. the result of the failure;
- 7.1.5. your suggestion as to action we should take to resolve the situation and restore your faith in us.
- 7.2. To do this, it is essential that you contact us by email at the Contact Point on Our Website.

8. Disclaimers

8.1. We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Services, at any time and without advance notice.

8.2. You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.

In this respect at The Bach Project:

8.3. We give no warranty and make no representation, express or implied, as to:

8.3.1. the adequacy or appropriateness of the Services for your purpose;

8.3.2. The content on The Bach Project web site is the sole property of The Bach Project and information expressed in it is the opinion of The Bach Project. The Bach Project takes no responsibility for consequences resulting from The Bach Project website users following advice given on The Bach Project website.

8.3.3. any implied warranty or condition as to merchantability or fitness of the Services for a purpose other than that for which the Services are commonly used;

8.3.4. compatibility of Our Website with your equipment, software or telecommunications connection.

8.4. Our Website contains links to other Internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.

8.5. We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Services.

8.6. In any event, including the event that any term or condition or obligation on our part (implied Term) is implied into these conditions by law, then our liability is limited to the maximum extent permitted by law, to the value of the goods or services you have purchased.

8.7. The above two sub paragraphs do not apply to a claim for personal injury.

9. System Security

9.1. You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.

9.2. You may not use any software tool for the purpose of extracting data from our website (for example: downloading video).

9.3. You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

10. Acceptable use Policy

As a condition of your use of Our Website, you agree to comply with these provisions:

10.1. You will not use or allow anyone else to use the Web Site to post or otherwise publish:

10.1.1. copyright works;

10.1.2. commercial audio, video or music files;

10.1.3. any Material which violates the law of any established jurisdiction;

10.1.4. unlicensed software;

10.1.5. software which assists in or promotes: emulators, phishing, hacking, password cracking, IP spoofing;

10.1.6. links to any of the material specified in this paragraph;

10.1.7. pornographic Material;

10.1.8. any Material promoting discrimination or animosity to any person on grounds of gender, race or colour.

10.2. You will not use the Services for spamming. Spamming includes, but is not limited to:

10.2.1. the bulk sending of unsolicited messages, or the sending of unsolicited emails which provoke complaints from recipients;

10.2.2. the sending of junk mail;

10.2.3. the use of distribution lists that include people who have not given specific permission to be included in such distribution process;

10.2.4. excessive and repeated posting off-topic messages to newsgroups;

10.2.5. excessive and repeated cross-posting;

10.2.6. email harassment of another internet user, including but not limited to, transmitting any threatening, libellous or obscene material, or material of any nature which could be deemed to be offensive;

10.2.7. the emailing of age inappropriate communications or content to anyone under the age of 18.

11. Confidential Information and Intellectual Property Rights

11.1. You agree to keep safe your personal username and password and not to disclose or make available for disclosure to any person, any part of it.

11.2. We will defend the intellectual property rights in connection with our Product and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, video and software) or on any other media.

11.3. We also claim copyright in the designs and compilation of all Content of Our Website. Title, ownership rights, and shall remain the sole property of us and / or the other content provider. We will strongly protect those rights in all countries.

11.4. Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.

11.5. You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.

12. Your email address

12.1. You represent that any username or email address selected by you, when used alone or combined with a top, second or third level domain name does not interfere with the rights of any third party and has not been selected for any unlawful purpose.

12.2. You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection.

12.3. You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.

13. Indemnity

13.1 You agree to indemnify us against any claim or demand, including any lawyers' fees, made by any third party due to or arising in any way out of your use of Our Web Site, your posting any Material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

14. Miscellaneous provisions

14.1. When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.

14.2. Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of those goods or service.

14.3. If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

14.4. No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

14.5. In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

14.6. We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.

14.7. This Agreement and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law and each of the Parties agrees that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract or its subject matter.