



## Terms & Conditions (2009-2018)

### Terms & Conditions

By entering into a working agreement with RiverWorx Audio Productions LLC (The Studio), you (The Client) agree to the following terms and conditions:

The following terminology applies to these Terms and Conditions and Privacy Statement:

"client", "you" and "your" refers to you, the person accessing this website and accepting our company's terms and conditions. "RiverWorx Audio Productions LLC", "the studio", "the company", "ourselves", "we" and "us", refers to our company. "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, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the client's needs in respect to provision of the company's stated services, in accordance with, and subject to, prevailing United States Law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### Privacy Statement

We are committed to protecting your privacy. 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 collected or sent by this company will only be in connection with the provision of agreed services and products. In addition, we will not use or manipulate your media or related audio for profit or gain without your express written permission.

### **What personal information do we collect?**

Personal information may be collected in a number of ways when you visit our Site or use the various services and activities available on our Site (e.g. RFQs, Contact Forms, Session Checklist, etc.). At several places on our Site, we may collect certain information you voluntarily provide to us which may contain personal information. For example, when you submit our “contact form” or purchase a song demo, or if you send us an email, we may collect personal information such as your name, address, phone and email address and other contact information, as well as demographic, purchase history, and other personal information. In addition, from time to time we may collect demographic, contact, or other personal information, as well as information regarding your preferences and recommendations you provide in connection with your participation in surveys, sweepstakes, contests, games, promotional offers, and other activities on the Site.

When you visit our Site, some information also may be collected automatically through the use of log files or other records, such as the Internet Protocol (IP) or Media Access Control (MAC) addresses of your computer or networking equipment, your computer’s operating system, the browser type, the address of a referring Website and your activity on the Site. We may use this information for purposes such as analyzing trends, administering the Sites, improving customer service, diagnosing problems with our servers, tracking user movement, and gathering broad demographic information for aggregate use. We may also automatically collect certain information through the use of “cookies.” Cookies are small data files that are stored on a user’s hard drive at the request of a Web site to enable the site to recognize users who have previously visited them and retain certain information such as customer preferences and history. If we combine cookies with or link them to any of the personally identifying information, we would treat this information as personal information.

### **What steps do we take to protect your information online?**

RiverWorx Audio Productions LLC endeavors to secure your personal information from unauthorized access, use or disclosure by putting into place electronic procedures to safeguard the information we collect through this Site. Please be aware, however, that despite our efforts, no security measures are perfect or impenetrable. You should also note that email is not secure, and you should not send any confidential or sensitive information to us via an unsecured email.

## **Work For Hire**

RiverWorx Audio Productions LLC agrees that all work performed for the customer shall be considered as “work for hire” (WFH).

RiverWorx Audio Productions LLC hereby grants to the customer all rights of every kind and nature in and to the results and proceeds of RiverWorx Audio Productions LLC services and performances rendered hereunder, including, without limitation, all rights in and to the following Performances, Compositions and/or Masters, including the worldwide copyrights therein, (including the universal copyright and any and all renewal and extension rights) for all uses of whatsoever nature whether now known or hereafter devised, throughout the world and universe. The customer shall accordingly have the sole and exclusive right to copyright any Performances, Compositions and/or Masters embodying RiverWorx Audio Productions LLC performances under customer’s name as the sole owner and author thereof.

## **Turnaround time**

Our Turnaround time is subject to the project. Usually, it takes 72 hours for our session musician recording service, which means that you will receive a watermarked preview file for approval within that time period. Upon approval, please allow an additional 12 hours for us to upload the approved tracks to our servers for you to download. If you require a full band production or full song demo, the turnaround times can be longer. We can give you an expected delivery date when you request your quote.

If you have a specific deadline, please let us know and we will try our best to meet your requirements. Our turnaround times can be as quick as 4-8 hours or as long as one week, depending on the project’s scope.

If your order is missing important information, we will contact you. Our turnaround time will normally be 72 business hours from receipt of the requested information. In some very rare cases we reserve the right to extend our turnaround time.

## **Modifications**

For all of our services, we offer the first modification free of charge.

Most additional modifications are charged at \$50.00. In some cases when the modifications are more labor intensive (e.g. multi-track mixing) we reserve the right to charge proportionally. Any additional costs will be discussed with you beforehand. Modification requests must be provided within two weeks from the day we send you our preview.

## **Payment**

All our payments are done Electronically via CC Square Register, in person via Cash, Bank certified funds, Money Orders, Direct manual deposit into our bank account or Bank transfers.

**\*\***Upon receipt of order we require a non refundable deposit of 50% of the agreed total price.

When the session(s) is/are done we will send you an audio watermarked rough mp3 mix of the recording for your approval. If you are happy with the result we will then upload all of the uncompressed, watermark removed, audio files for you to download from our secure server and release all masters, sessions and related files e.g. MIDI, documents etc.

Returned checks will incur a \$35.00 charge to cover banking fees and administrative costs.

### **Cancellation and Refunds Policy**

Our service is risk-free. You will be able to preview an mp3 file with your tracks before you commit to buy them.

Minimum 24 hours notice of cancellation via email or phone required. We will try to rebook your session for an agreed upon alternate date.

**\*\***If you cancel this second attempt, you revoke your right to all deposits as stated in the aforementioned Payment clause.

### **Your Response**

If you fail to respond to an order within one month, the order will be automatically approved and you'll get the final files **without an option to modify the tracks**. However, these final files will **NOT** be released until all financial commitments by you (the Client) to RiverWorx Audio Productions LLC are satisfied.

### **Master Recordings**

RiverWorx Audio Productions LLC is the rightful owner of the Master Recording(s). Compositions, Lyrics and elements contained therein, warrants that it does not violate any law or infringe upon or violate the rights, including without limitation all copyright rights, of any individual or entity, belong to (the Client or original Artist). If the customer is not the rightful owner then they warrant to RiverWorx Audio Productions LLC that they have the necessary and required permission/license from the rightful owner to re-record, edit and/or modify the Master Recording and/or Composition. The customer agrees to indemnify RiverWorx Audio Productions LLC, it's agents or assignees and hold them free and harmless from and against any and all claims, liabilities, costs, losses, damages or expenses, including but not limited to, reasonable attorney fees and court costs, arising out of any failure or breach by the customer (the client) with respect to its warranties as set forth in this Agreement.

### **Responsibility**

RiverWorx Audio Productions LLC is not responsible for loss or damages caused by using its services. The customer waives the right to bring any legal action(s) against RiverWorx Audio Productions LLC and/or its staff due to any damages or loss, financial or otherwise, resulting from customer's use of our recording, tracking, mixing, editing, mastering or consulting services. RiverWorx Productions only maintains your full session files for a period of 60 days following the completion of each project. RiverWorx Productions archives all sessions and related files to an offsite storage location after 60 days. If the need should arise that you require your full sessions or masters after the 60 day period RiverWorx Audio Productions LLC will provide them to you for a nominal fee. It is your responsibility to purchase, download and store all related session files within that 60 day time period.

### **Links to this website**

If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

### **Links from this website**

We do not monitor or review the content of other party's websites which are linked to/from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and we shall not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. RiverWorx Audio Productions LLC will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

### **Copyright Notice**

Copyright and other relevant intellectual property rights exists on all text relating to RiverWorx Audio Productions LLC' services and the full content of this website.

### **Force Majeure (Act Of God)**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood, or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply

with the terms and conditions of any Agreement contained herein.

## **Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he, or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

## **General**

The laws of The United States govern these terms and conditions. By accessing this website and using RiverWorx Production's services you consent to these terms and conditions and to the exclusive jurisdiction of the United States courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of RiverWorx Productions.

## **Notification of Changes**

RiverWorx Productions 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 announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' personally Identifiable Information, notification by e-mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our website 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.

These terms and conditions form part of the Agreement between the client and us. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to, and acceptance of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.



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