

## **Terms of use**

Welcome and thanks for using theearlymusicians.com. When you use our products and services, you agree to our terms, so we recommend you to take a few minutes to read our terms of use:

### **1. Introduction**

Last revised on January 24, 2016

We are a communication web page aimed at independent professionals from the Early Music sector.

#### **1.1 Mission**

Our mission is to bring together independent professionals dedicated to the interpretation of early music on period instruments or copies thereof, and historicist criteria from worldwide to facilitate the communications between the different agents (public, producers and musicians) involved in the sector.

Our services are designed to promote opportunities of communication between our members and to facilitate that you and other professionals in the same sector can get in contact and have a space to show your professional trajectory. In addition the webpage will serve as resource management space for Early Music.

#### **1.2. Agreement**

By using our Services, you subscribe a legal agreement and accept all these terms. You also agree to our Privacy Policy, which covers how we collect, use, we share and store your personal information.

- You agree that becoming part of our website by registering you subscribe a legally binding agreement with theearlymusicians.com.
- If you are not agree with this Agreement you shall not solicitate by any form (contact form or email registration) to be a membership in our website.
- Users subscribed to our Services are "Members" and unsubscribed users are "Visitors". This Agreement applies to both.

## **2. Obligations**

### **2.1. Requirements to use the Services**

In this Agreement you agree to the following:

Meet requirements to subscribe this Agreement and have at least the "Minimum age". To use the Services, you agree that: (1) you have at least the "Minimum age" (defined below); (2) you will only be registered under one profile that should be your real name and (3) you are a freelancer musician specialized in the interpretation of early music with historicist criteria and original instruments or a copy of them.

"Minimum" means (a) 18 years for users of the PRC, (b) 16 years to the Netherlands, (c) 14 years for the United States, Canada, Germany, Spain, Australia and South Korea, and (d) 13 years for all other countries. However, if the relevant legislation requires you to be older for theearlymusicians.com provides you the Services lawfully (including collection, storage and use of your information), then the minimum age is the other age. Children under 13 may not use the Services.

## **2.2. Notifications and messages about the Services**

You agree that we use our website, social media, and email to notify you information related to our webpage.

If the contact information you provide is outdated, you could not receive these notifications.

You agree that we communicate with you in the following ways: (1) an email sent to the address you provide, or (2) through other systems including mobile number . You agree to keep your contact information updated.

## **2.3. Messages and information exchange**

The information you choose to share may be viewed, copied and used by others as it is public information. We are not required to publish information or content on our service and we can withdraw it under our sole criteria, with or without notice.

## **3. Rights and limits**

### **3.1. Your license regarding theearlymusicians.com**

You are the owner of content and personal data you give us, but you grant us a non-exclusive license with respect to such information.

You agree to provide us only the information and content on which you are entitled and you agree to send us accurate information.

Among **theearlymusicians.com** and you, you are the content owner and the information you provide and you only grant to theearlymusicians.com the following non-exclusive license: a global and transferable right to post the information and content that you provide us through our services without any further consent, notice or compensation to you or a third part.

These rights are limited in the following ways:

1. You may end this license on a specific content notifying it to

[info@theearlymusicians.com](mailto:info@theearlymusicians.com)

In the same way you can finish this agreement notifying it to

[info@theearlymusicians.com](mailto:info@theearlymusicians.com)

2. We will not include your content in advertising products and services of others (including sponsored content) without your explicit consent.

3. We will obtain your consent if we want to give to others the right to publish your information out of the Service. However, other members or visitors can access and share your content and information.

If you send to **theearlymusicians.com** suggestions or other feedback about our services, you agree that **theearlymusicians.com** use and share (though not have to) those comments for any purpose without compensation.

4. Although we can edit and make formatting changes in your content (such as translate, resize, design), we can not modify its meaning. Just remember to provide content and information that do not violate applicable law or the rights of third parties (such as intellectual property rights or breach of contract). You also agree to provide true information on your profile.

### 3.2. Availability of Services

The text, images, logos, trademarks, sounds, animations, videos, source code and other content included in this website are property of **theearlymusicians.com** or if it has the right to use and exploit them, and in that sense they stand as works protected by the law of intellectual property in force.

Any transmission, distribution, reproduction or storage, total or partial, made for profit or commercial content stored on this website purposes, is expressly prohibited, unless prior written permission of the rights holder.

We can change or withdraw any of our services. We can not guarantee that we will store or continue displaying the information or content you have sent us.

We may change, suspend or withdraw any Service, or change and modify future rates at our discretion. To the extent permitted by law, these changes will be effective when we communicate them to you.

At any time you can access to your rights of rectification or cancellation in relation to such data by directing a request to the address of the holder of the files:

[info@theearlymusicians.com](mailto:info@theearlymusicians.com) .

**Theearlymusicians.com** is not a storage service. You agree that we have no obligation to stockpile, retain or provide a copy of any content or information you give us, except to the extent that it is required by law.

### 4. Exclusion and Limitation of Liability

For the purpose of preserving any intellectual or industrial property, in the event that any user or third party considers that there has been a violation of their legitimate rights by the introduction of certain content on the website, it will notify the

**theearlymusicians.com** circumstance, by email to the address

[info@theearlymusicians.com](mailto:info@theearlymusicians.com) indicating:

- personal data of the holder of the allegedly infringed. If the claim is submitted by someone other than the person concerned, it shall indicate on whose behalf it acts.
- Indication of the rights protected by intellectual property content, and its location on the website.
- Confirmation of the relevant intellectual and industrial property.

The legitimacy of the rights of intellectual corresponding to the contents provided by third property is the sole responsibility of the same.

The user declares having the content rights provided to the platform **theearlymusicians.com**, responding directly if any violations is committed against such holders, **theearlymusicians.com** and / or third parties.

If the contact information you provide is not true it is the sole responsibility of the user who has provided them the damages that may be caused to third parties.

Access to this website does not give you any rights or ownership over the intellectual and industrial property **theearlymusicians.com** corporate elements.

### **5.1. Disclaimer of Warranty**

We disclaim any legal responsibility for the quality, safety or reliability of our services for the extent permitted by law, theearlymusicians.com (and those working with him to provide services) (a) can not be held responsible for any warranty and implicit representation (such as warranties of merchantability, fitness for a particular purpose, accuracy of data and non-infringement); and (b) it does not guarantee that services can be used without interruption or error-free operation.

### **6. Termination**

Both parties may terminate this Agreement at any time. theearlymusicians.com or you will be able to terminate this Agreement at any time upon notification to the other party [info@theearlymusicians.com](mailto:info@theearlymusicians.com) . Upon termination, you will lose the right to be a member of **theearlymusicians.com** .

### **7. Conflict Resolution**

In the unlikely event of a legal dispute occurs, this will take place in the courts of Madrid and Spain's legislation will apply.