



TERMS AND CONDITIONS OF USE

ALL USERS AND MEMBERS ARE REQUIRED TO READ AND AGREE WITH ALBMIDI.COM TERMS AND CONDITIONS WHEN USING ALBMIDI.COM WEBSITE

PLEASE DO NOT ACCESS ALBMIDI.COM WEBSITE, SUBMIT ANY MATERIAL TO ALBMIDI.COM WEBSITE OR SEND US A PAYPAL PAYMENT IF YOU DO NOT AGREE WITH ALBMIDI.COM TERMS AND CONDITIONS OF USE

INTRODUCTION

- 1.1 These terms and conditions shall govern your use of AlbMidi.com website.
- 1.2 By using AlbMidi.com website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use AlbMidi.com website.
- 1.3 If you register with AlbMidi.com website, submit any material through our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.4 You must be at least 18 years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.
- 1.5 AlbMidi.com website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies.

USE OF ALBMIDI.COM WEBSITE

- 2.1 We aim to update AlbMidi.com website regularly, and may change the content at any time. If the need arises, we may suspend access to AlbMidi.com website, or close it indefinitely.

BY UPLOADING A FILE OR SUBMITTING ANY MATERIAL ON ALBMIDI.COM WEBSITE, YOU AGREE TO THE FOLLOWING STATEMENT

- 3.1 Albmidi.com reserve the right to modify any files in violation of our guidelines order to prevent abuse and keep the content appropriate for our general audience. This includes people of all ages, races, religions, and nationalities. Therefore, all uploads that are in violation of our guidelines are subject to being removed immediately and without prior notice.
- 3.2 I agree that I will be solely responsible for the content of any material or files that I post on this website. I will not hold the owner of this website responsible for any losses or damages to myself or to others that may result directly or indirectly from any files that I post here.
- 3.3 By posting a file on our site, you further agree to the following guidelines:
 - a) No files promoting activities that are illegal under the current laws of this state or country.
 - b) We reserve the ultimate discretion as to which files, if any, are in violation of these guidelines.

COPYRIGHT NOTICE

- 4.1 Copyright © 2009 year of first publication of AlbMidi.com website online.
- 4.2 Subject to the express provisions of these terms and conditions:
 - a) AlbMidi.com own and control all the © copyright and other intellectual property rights in AlbMidi.com website; and
 - b) All the copyright and other intellectual property rights in AlbMidi.com website and the material on our website are reserved.

ACCEPTABLE USE

- 5.1 You must not:
 - a) Use AlbMidi.com website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
 - b) Use AlbMidi.com website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - c) Use AlbMidi.com website to copy, store, host, transmit, send, use, publish or distribute any material which consists of or is linked to any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- 5.2 You must not use data collected from AlbMidi.com website to contact individuals, companies or other persons or entities.

- 5.3 You must ensure that all the information you supply to us through AlbMidi.com website, or in relation to our website, is true, accurate, current, complete and non-misleading.
- 5.4 User files and materials downloaded from Albmidi.com are not allowed to be published on other websites or shared online on the internet.

REGISTRATION AND ACCOUNTS

- 6.1 You are responsible for ensuring that the personal information which you are required to provide when you register is true, accurate and current in all respects.
- 6.2 You are responsible for ensuring that the personal information you provide to us is up to date. If your personal information changes you can update your details through " EDIT YOUR PROFILE" page.
- 6.3 You are responsible for maintaining the confidentiality of your account and password and for taking all reasonable measures to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. If you have reason to believe that your password has become known to somebody else, or is likely to be used in any way that is unauthorised by you, you should contact us immediately. If you forget your password, we will reset it upon your request and send it to the email address, which you specified when you registered.
- 6.4 You must not allow any other person to use your account to access our website. You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use. We reserve the right to refuse service and/or terminate accounts without prior notice if you violate these Website Terms or if we decide, in our sole discretion, that it would be in our best interests to do so.
- 6.5 Your account can be cancelled at any time by requesting through your email under which your account is registered. Please contact us with your request email at info@albmidi.com.

SUSPENSION OF ACCOUNT

- 7.1 AlbMidi.com may at any time in our sole discretion without notice or explanation.
- a) Suspend your account;
 - b) Cancel your account; and/or
 - c) Edit your account details

YOUR CONTENT: LICENCE

- 8.1 In these terms and conditions, “your content” means all works and materials (including without limitation text, graphics, images, audio material, video material, audio visual material, scripts, software, files and SETs) that you submit to us or our website for storage or publication on, processing by, or transmission via AlbMidi.com website.
- 8.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media OR reproduce, store and publish your content on and in relation to this website and any successor website OR reproduce, store and, with your specific consent, publish your content on and in relation to this website.
- 8.3 You grant to us the right to sub-license the rights licensed under Section 8.2.
- 8.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 8.2.
- 8.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.
- 8.6 You may edit your content to the extent permitted using the editing functionality made available on our website.
- 8.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

YOUR CONTENT: RULES

- 9.1 You warrant and represent that your content will comply with these terms and conditions.
- 9.2 Your content must not be illegal or unlawful, must not infringe any person’s legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 9.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:
 - a) Be libellous or maliciously false;
 - b) Be obscene or indecent;
 - c) Infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
 - d) Infringe any right of confidence, right of privacy or right under data protection legislation;

- e) Constitute negligent advice or contain any negligent statement;
- f) Constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity];
- g) Be in contempt of any court, or in breach of any court order;
- h) Be in breach of racial or religious hatred or discrimination legislation;
- i) Be blasphemous;
- j) Be in breach of official secrets legislation;
- k) Be in breach of any contractual obligation owed to any person;
- l) Depict violence in an explicit, graphic or gratuitous manner;
- m) Be pornographic, lewd, suggestive or sexually explicit;
- n) Be untrue, false, inaccurate or misleading;
- o) Consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- p) Constitute spam;
- q) Be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or Cause annoyance, inconvenience or needless anxiety to any person.

YOUR CONTENT: LABELLING FILES AND SET NAMES

- 10.1 Files and materials published on AlbMidi.com are named upon user wish, content titles and/or nicknames of whoever uploaded the file. Names used on labelling Files and materials published on AlbMidi.com do not represent any affiliation or connection with any official names.

LIMITED WARRANTIES

- 11.1 We do not warrant or represent:
- a) The completeness or accuracy of the information published on our website;
 - b) That the material on the website is up to date; or
 - c) That the website or any service on the website will remain available.
- 11.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.
- 11.3 We are not responsible for the content of any off-Site pages or any other sites linked to or from AlbMidi.com Website. Links appearing on AlbMidi.com Website are for convenience only and are not an endorsement by us, our affiliates or our partners of the referenced content, product, service, or supplier. Your linking to or from any off-Site pages or other sites is at your own risk. We

are in no way responsible for examining or evaluating, and we do not warrant the offerings of, off-Site pages or any other sites linked to or from the Site, nor do we assume any responsibility or liability for the actions, content, products, or services of such pages and sites, including, without limitation, their privacy statements and terms and conditions. You should carefully review the terms and conditions and privacy policies of all off-Site pages and other sites that you visit.

MEMBER PAYMENTS

- 12.1 To download files published on AlbMidi.com registered members will have to make a PayPal payment. Your payments will contribute for AlbMidi.com to stay active and help with the costs of our website maintenance fees. Members who help us through online payments will be granted access on all download sections of AlbMidi.com for the time as listed on the website payment page; https://albmidi.com/live/mypage_4_VIP-ACCESS-ENGLISH-LANGUAGE.html

BREACHES OF THESE TERMS AND CONDITIONS

- 13.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- a) Send you one or more formal warnings;
 - b) Temporarily suspend your access to our website;
 - c) Permanently prohibit you from accessing our website;
 - d) Block computers using your IP address from accessing our website;
 - e) Contact any or all of your internet service providers and request that they block your access to our website;
 - f) Commence legal action against you, whether for breach of contract or otherwise; and/or Suspend or delete your account on our website.

REMOVAL REQUESTS

- 14.1 If you've come across content on AlbMidi.com that may violate the law, let us know and we'll carefully review the material and consider blocking, removing or restricting access to it. Abusive content on AlbMidi.com services may also violate our policies, so before sending us a legal request, consider reporting the post or material for us to remove or review, email at info@albmidi.com.

COOKIE POLICY

- 15.1 We use cookies and similar technologies to ensure our website works properly, personalize your browsing experience, analyse how you use our website, and deliver relevant ads to you. For these reasons, we may share your site usage data with our social media, advertising and analytics partners.
- 15.2 Cookies are small text files that are placed on your machine to help the site provide a better user experience. In general, cookies are used to retain user preferences, store information for things like shopping carts, and provide anonymised tracking data to third party applications like Google Analytics. As a rule, cookies will make your browsing experience better. However, you may prefer to disable cookies on this site and on others. The most effective way to do this is to disable cookies in your browser. We suggest consulting the Help section of your browser or taking a look at www.aboutcookies.org website which offers guidance for all modern browsers.

VARIATION

- 16.1 We reserve the right, in our sole discretion, to change the Website Terms at any time by posting the changes on this document. Any changes are effective immediately upon published. Your continued use of the Site constitutes your agreement to all such Website Terms. We may, with or without prior notice, terminate any of the rights granted by these Website Terms. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of AlbMidi.com Website.
- 16.2 If you have any questions regarding these Website Terms please contact us by email at info@albmidi.com.