

Terms & Conditions

By contracting Tonalex to complete any work, you accept and agree to be bound by these Terms and Conditions. These Terms and Conditions apply to all clients who engage Tonalex's online audio mastering services. If you do not agree with any part of these terms, please refrain from using our services.

1. Definitions

- **Service(s):** Refers to the digital audio mastering services provided by Tonalex.
- **Client:** Refers to any person or entity that engages Tonalex for audio mastering services.
- **Deliverables:** Refers to the final mastered audio files provided to the Client by Tonalex.

2. Scope of Services

Tonalex provides online audio mastering services, delivering finalized audio files to the Client. Tonalex does not handle the production of CDs or other physical media. The Client is responsible for any further use, transfer, or reproduction of the delivered audio files, including the creation of physical media by themselves or through a third-party production service.

Tonalex acts solely as the audio editor and mastering service provider for the Client's recorded product. Tonalex does not assume any liability for talent, payroll, intellectual property rights, royalties, or for any infringement of any rights by the Client. Tonalex further assumes that any intellectual property or performance being processed or reproduced has been fully cleared by the Client and shall work with all supplied materials at the Client's direction under the full assumption that the Client is legally entitled to do so.

3. Client Responsibilities

- **Accuracy of Provided Material:** The Client is responsible for ensuring that any material submitted for mastering is free of errors or defects. Tonalex will not be liable for any issues related to the quality of the material provided by the Client.
- **Quality Control on Physical Media:** Should the Client choose to transfer the delivered audio files onto CDs or other physical media, the Client accepts full responsibility for quality control during and after this transfer. Tonalex bears no responsibility for quality issues arising from the transfer process or the use of third-party production services.

4. Customer Responsibility for Uploading Material

Tonalex provides detailed instructions on how to prepare and upload your material for our audio mastering services. The Client is responsible for following these instructions before uploading any material to ensure quality and efficient service. By using Tonalex's services, the Client accepts responsibility for the following:

- **Material Quality:** Ensuring the quality of the recorded material.
- **Completeness:** Including all audio files required for the service ordered and verifying the material is prepared and uploaded correctly.

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- **Detailed Documentation:** Providing all relevant notes and requests in a clear, detailed format, ensuring proper spelling of the song name, artist name, and any other credits.
- **Contact Information:** Supplying accurate and complete contact information.
- **Additional Data:** Including cover art and ISRC data if available.
- **Copyright and Ownership:** Ensuring that all uploaded material is free from copyright infringements and that the Client has ownership or the necessary rights to the material.

If the Client's material is not prepared or sent according to Tonalex's instructions, it may be rejected or mastered in its received state, without adjustment for issues arising from improper preparation or missing files.

5. Payment Terms

- **Full Payment Requirement:** Payment for Tonalex's services must be made in full prior to the download of any completed work.
- **Accepted Payment Methods:** Tonalex accepts the following forms of payment:
 - Bank transfer
 - PayPal
 - Credit or debit card
- **Currency and Fees:** Payments are to be made in GBP unless otherwise agreed upon. The Client is responsible for any fees associated with their chosen payment method, including any applicable currency conversion fees.

- **Refunds:** Due to the custom nature of audio mastering services, refunds are generally not provided once work has been completed, except in cases where Tonalex is unable to deliver the service as agreed. Please contact us at info@tonalex.co.uk if you have any concerns regarding payments or refunds.

6. Storage of Audio Files

Tonalex will store all audio files related to each project for a minimum of 30 days from the date of upload. After this period, Tonalex reserves the right to delete the files or retain them for archival purposes at its discretion. Clients are encouraged to download and securely store their completed files, as Tonalex cannot guarantee file availability beyond the 30-day retention period.

7. Deliverables and Final Approvals

Once final audio files have been delivered and approved by the Client, Tonalex will have no further obligation to alter or modify these files unless additional mastering services are requested. It is the Client's responsibility to review and approve the final deliverables before any additional processing, reproduction, or distribution.

8. Revisions

The number of revisions provided by Tonalex is at its discretion, but a limited number of revisions will be offered for minor adjustments to the final deliverables. These revisions are intended to address small changes, such as adjustments to levels, EQ, or other minor elements. Major changes or additional work beyond the scope of the initial agreement may incur an additional charge, which will be communicated to the Client in advance.

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9. Liability for Third-Party Production

Tonalex does not accept liability for any issues that may arise from the Client's use of third-party services to produce CDs or other physical media. This includes, but is not limited to:

- Any audio degradation, loss, or alteration that occurs during the transfer of digital files onto physical media.
- Production errors or defects introduced by third-party services.
- Any damage, delays, or financial loss associated with third-party production or distribution services.

10. Liability and Limitation of Liability

Tonalex does not assume any responsibility or liability for any costs or issues arising from the recording, production, or manufacturing process. The Client agrees to hold Tonalex free from any liability and will hold Tonalex, its managers, members, and staff harmless from any claims, damages, or legal actions arising from unauthorized use, copyright infringement, or any other issues related to the Client's material.

Furthermore, the Client agrees to defend Tonalex against any claims or legal actions related to the infringement of intellectual property or any other matter as it pertains to the material provided by the Client.

11. Social Media and Website

Tonalex may use its social media channels and website to post about working with the Client, including general updates and highlights of the project.

If Tonalex is aware of the Client's social media handles, we may tag them in these posts.

Tonalex will not upload any audio directly to social media platforms or the website. Any references to audio shared on Tonalex's social media or website will only include publicly available material that has already been published by the Client on services such as, but not limited to, SoundCloud, Bandcamp, Spotify, YouTube, etc.

Clients may be asked to provide feedback or an endorsement about the services provided, which Tonalex may share publicly on its social media channels or website. If the Client prefers to remain anonymous with their feedback or endorsement, this should be communicated at the time the feedback is provided.

By engaging with Tonalex's services, the Client grants permission for Tonalex to post about working with them on our social media channels and website, unless explicitly stated otherwise.

12. Confidentiality

Tonalex understands the importance of confidentiality, particularly when it comes to unreleased materials. We are committed to maintaining the privacy and confidentiality of all materials and information shared by the Client during the course of providing our services.

- **Non-Disclosure:** Tonalex will not share any data, audio files, or personal information provided by the Client with any third parties, except as necessary for the completion of the services (e.g., for payment processing or to communicate with the Client about the project).

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- **Data Storage and Security:** Tonalex takes reasonable precautions to store and protect the Client's data, including audio files and personal information, from unauthorized access, alteration, or disclosure. However, Tonalex cannot guarantee absolute security due to the inherent risks of online data storage.
- **Unreleased Materials:** Tonalex respects the need for confidentiality regarding unreleased or pre-release materials and will not disclose or share these materials without the express consent of the Client.

By using Tonalex's services, the Client acknowledges and accepts the confidentiality measures outlined above.

13. Intellectual Property

All intellectual property rights to the final mastered audio files remain with the Client, subject to any underlying copyright or licensing terms associated with the original material.

14. Amendments

Tonalex reserves the right to amend these Terms and Conditions at any time. Any changes to the terms will take effect immediately upon being published on our website. Continued use of the services after such amendments constitutes acceptance of the modified terms.

15. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of the United Kingdom. Any disputes shall be resolved in the jurisdiction of the UK courts.

16. Acknowledgment and Acceptance

It is the Client's obligation to read and fully understand these Terms and Conditions before engaging Tonalex's services. By using our services, the Client acknowledges that they have read, understood, and agreed to be bound by these Terms and Conditions.

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