

## **TERMS AND CONDITIONS**

### **1. I ACCEPT**

Accepting to use the services provided by NEWMASTERING Via Dei Benedettini 16 - 20146 Milan - (Italy) (hereinafter referred to in brief as: "NEWMASTERING") by every user (hereinafter referred to in brief as "CUSTOMER") is strictly regulated, without any restrictions, to accepting the following Terms and Conditions included in this document.

### **2. WAIVER**

Only NEWMASTERING, its employees and/or technicians, may process the product supplied by the CUSTOMER.

NEWMASTERING is not liable for any copyrights or royalties of any nature due to third parties, recording and/or production costs incurred by the CUSTOMER, damages and/or loss of material during shipping and/or Internet upload/download.

NEWMASTERING also assumes that the content of the product supplied by the CUSTOMER fully observes current regulations and/or laws. For this reason, by accepting, the CUSTOMER expressly states to be the sole and full owner of the material supplied to NEWMASTERING and/or to have purchased all the rights reserved to the authors of the recorded compositions and/or interpreters and/or, more in general, to all those who participated in the recording supplied to NEWMASTERING.

NEWMASTERING will follow the instructions provided by the CUSTOMER for the service, fully convinced that the CUSTOMER is operating in full observance of the law. NEWMASTERING is not liable for the product use after delivery. By accepting, the CUSTOMER states and guarantees that NEWMASTERING is hereby released and held harmless from any third party censorship, claim and/or allegation, expressly releasing NEWMASTERING, its employees and/or technicians, hereto from any liabilities concerning the untruthfulness of the statements provided by accepting these terms and conditions.

### **3. LIMITED LIABILITY**

NEWMASTERING shall not be held in any way liable, for the loss and/or damages due to the CUSTOMER'S lost profits and the CUSTOMER expressly waives all rights to any loss and/or damage claims.

Under no circumstance shall NEWMASTERING be held liable for any type of reimbursement should any CUSTOMER suggestion made during the process not be followed.

### **4. APPROVAL**

NEWMASTERING shall deliver the finished product to the CUSTOMER by mail or Internet upload/download. The customer may request any changes within 10 days of shipment by NEWMASTERING. Requested changes will be assessed by NEWMASTERING that will decide if these changes have already been included in the price paid or if a further payment is needed. At the end of the abovementioned period, NEWMASTERING work shall be considered permanently approved by the CUSTOMER and no other type of service and/or process may be required of NEWMASTERING.

### **5. REVIEWS AND CHANGES**

Any changes or reviews of the work after 10 days from delivery or after CUSTOMER approval shall be economically assessed case by case.