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Sync-Link Terms And Conditions v1.2

1. Definitions

1. The subscriber will be known as the "Member"
2. Sync-Link will be known as "Sync-Link"
3. Very Syncable Music Licensing is the parent company of Sync-Link and will be known as "Very Syncable"

2. Subscription Fees

1. Unless stated, subscription fees quoted are exempt from VAT.
2. Each monthly subscription payment to Sync-Link will provide the Member one calendar month access to Sync-Link services in advance from the date of payment.
3. Subscriptions to Sync-Link will automatically renew on the same day each month unless a payment is missed or cancelled, in which case the Member will no longer be granted access to Sync-Link services.
4. All changes in subscription level including cancellation, or where a different fee is applicable, may be requested by email no later than 48 hours before the end of the Member's current billing cycle.

5. If a Member changes their subscription level and fee, this will be treated as a new subscription, and any previous subscription will automatically be cancelled.
6. Any residual fees from previous/cancelled subscriptions as per (2d) will be non-refundable.
7. If a Member cancels their subscription fully, access to Sync-Link will expire at the end of the Member's current billing cycle.
8. All subscriptions allow instant access to Sync-Link and the content within, and as such, there is no statutory 'cooling off' period after the subscription has been activated.
9. In no case will refunds (partial or full) be given once a subscription has been activated.
10. It is the sole responsibility of the Member to manage their subscription to Sync-Link and Sync-Link accepts no responsibility for any errors or omissions made by the Member.

3. Access to live events and webinars

1. Sync-Link Plus and Sync-Link Pro members will have access to online Meet-Ups held in the first week of each month, lasting approximately one hour.
2. From time-to-time, Sync-Link may offer additional online events or webinars to all Members at their discretion.
3. All events may be recorded by Sync-Link and made available as a video replay.
4. Videos or screenshots of events may be used by Sync-Link in whole or in part, for any purpose including, but not limited to, promotional material, advertising, streaming platforms etc..

5. The Member may not under any circumstance record any events, webinars, audio or video content broadcast by Sync-Link as per (12b-12c)

4. Sync Briefs

1. Sync briefs received by Very Syncable will be forwarded to the Member at the earliest opportunity as part of the Sync-Link service.
2. Sync-Link does not offer a guarantee of any specific quantity or frequency of Sync Brief opportunities in each month, as this is dependent on the level of activity within the sync business at any given time.
3. Deadlines will be provided for all Sync Briefs. Submissions made by Members beyond the deadline may not be considered for the Sync Brief.
4. Members may pitch as many songs as they wish for a Sync Brief, but it is advised that they employ best practice to maintain the quality and suitability of the work they pitch.
5. Tracks must be labelled correctly and submitted as streaming links. Music files attached to emails will not be accepted, nor links that require downloading before listening.
6. Lyrics should be provided with all submissions.
7. The Member must be either the sole songwriter or one of multiple songwriters on a submission, in order for the track to be a valid submission.
8. The Member may not pitch submissions on behalf of other songwriters.
9. Once a Member pitches a song to Very Syncable and Sync-Link, and the submission has been listened to by Very Syncable, the member will receive an email from Very Syncable to confirm receipt of the

submission, and whether the submission has been forwarded for a potential opportunity or not.

10. Very Syncable and Sync-Link cannot provide feedback on tracks submitted for Sync Briefs, unless the Member has a Sync-Link Plus or Pro subscription, in which case they may request feedback for a submission, which will be deducted from their respective monthly quota of feedbacks, see (5).
 11. Very Syncable and Sync-Link cannot enter into further discussions on the suitability of a track for a Sync Brief with any Members.
 12. Briefs must not be shared with any third parties who are not associated with Sync-Link.
 13. Under no circumstance should a Member attempt to bypass Very Syncable and Sync-Link by directly contacting third parties e.g. Music Supervisors, Directors, Film Editors etc. associated with a Sync Brief distributed by Very Syncable and Sync-Link.
 14. In the event that a Member breaches (4.13) of this agreement, their membership will be immediately terminated, and any outstanding subscription fees for the remainder of the Member's billing cycle will be forfeited.
 15. Submission of songs to Very Syncable does not affect the ownership of the creative (publishing) rights or master rights of the song whatsoever.
5. Pitch Feedbacks (Sync-Link Plus and Pro)
1. Sync-Link Plus Members have a monthly allowance of 1 x Pitch Feedback
 2. Sync-Link Pro Members have a monthly allowance of 2 x Pitch Feedback

3. Pitch Feedbacks may be requested by the Member at any time (within their monthly allowance) by emailing martin@verysyncable.com
4. When requesting submission feedback, the Member must provide a streaming link and full lyrics.
5. Pitch Feedbacks will be provided by Sync-Link within 3 working days and will be delivered to the Member's email as a voice recording with a full breakdown of the song and its suitability for sync.
6. Further Pitch Feedbacks beyond the monthly allowance are available to purchase at £75.00 per feedback.
7. In the event that Pitch Feedbacks are not used by the Member within their monthly cycle, they may not be rolled over to subsequent months.

6. AI Generated Work

1. **Very Syncable and Sync-Link are AI-Free Zones.**
2. The Member may not at any time submit musical work containing any form of AI-Generated Work, including, but not limited to:
 1. AI-Generated music production
 2. AI-Generated melodies
 3. AI-Generated lyrics
 4. AI-Generated vocal performances, including vocal masking
3. For the avoidance of doubt: **AI-Generated Work** means a Work that is created by a generative artificial intelligence model or similar technology (including, without limitation, large language models and machine learning models)

4. If a Member submits AI-Generated Work to Very Syncable or Sync-Link and fails to inform Very Syncable or Sync-Link, they will be cautioned and advised of clause (6) of the terms.
 5. If, after being cautioned, the same Member submits a second AI-Generated Work to Very Syncable or Sync-Link and fails to inform Very Syncable or Sync-Link, they will be suspended from receiving Sync Briefs for a period of one calendar month.
 6. If, after suspension, the same Member submits a third AI-Generated Work to Very Syncable or Sync-Link and fails to inform Very Syncable or Sync-Link, they will be suspended from receiving Sync Briefs permanently.
7. Sync Placements procured by Very Syncable
1. In the event that Very Syncable wishes to forward a Member's track for potential placement, the Member will be contacted by Very Syncable.
 2. Very Syncable will request approval and confirmation that, in the event of a successful placement, the Member agrees to authorise Very Syncable to act on behalf of the Member in regards to negotiation and Sync License issuance.
 3. In the event of a successful Sync Placement procured by Very Syncable, the Member agrees that:
 1. Very Syncable will become the sole sync representative of that song, made legally binding by the Very Syncable Music Licensing Representation Agreement, which is available on request.
 2. Net Sync fees received from the placement procured will be subject to a 50% commission to Very Syncable

3. Publishing and Master Rights ownership will remain with the Member.

8. Sync Placements procured by the Member

1. In the event that the Member procures a sync placement independently with a third party (including via connections made in 1:1 Pro Coaching sessions) and not associated with Sync Briefs distributed by Sync-Link or Very Syncable, the Member will be responsible for their own negotiations, communication and issuance of Music Licenses.
2. Very Syncable and Sync-Link do not accept any responsibility for the independent actions of the Member nor connections made via Sync-Link.
3. A Member may request representation from Very Syncable for a sync placement procured as per (8.1), in which case the terms as per (7.3) will apply.

9. Sync Masterclasses

1. While a subscription is active, the Member will receive every week via email, a link to a single Sync Masterclass training video which will be hosted via a private Very Syncable video hosting platform.
2. As long as the Member has a valid subscription, they will have access to all of the Sync Masterclasses they have received, available to view at any time.
3. The Member must not share Sync-Link Masterclass content with third parties who do not have a valid subscription.
4. Any attempt by the Member to replicate or distribute Sync-Link Masterclasses may be subject to legal action as per (12.2 -12.3).

10. Track Of The Month

1. Each month, Very Syncable and Sync-Link will select one track from the Members' submissions to Sync Briefs as Track Of The Month.
2. The Member who submitted the Track Of The Month will be offered a contract of official representation by Very Syncable (available on request).
3. If the Member accepts official representation as per (7c), their track will be added to the Very Syncable Private Catalogue, accessible only by Music Supervisors, and included in a playlist mailout to the entire music supervisor list managed by Very Syncable.

11. Pro Coaching

1. Members of Sync-Link Pro will have access to 1:1 Online Coaching from a Sync expert every month.
2. Sync-Link will make available a variety of guest coaches each month (dependent on availability), and notify the Pro Members which coaches are available each month.
3. Each 1:1 session will last 30 minutes starting from the scheduled time.
4. In the event that a Member is late for a session, that time will be deducted from the 30 minutes.
5. In the event that a Member does not attend the 1:1 session without providing a minimum 24 hours notice, that monthly session will be forfeited.
6. In the event that a Pro Coaching session is not used by the Member within their monthly cycle, it may not be rolled over to subsequent months.

12. Intellectual Property and copyright of material

1. Any intellectual property created by the Member (including but not limited to: song copyrights and master recordings) will remain the property of the Member and any other third party involved in the creation of that intellectual property, and neither Very Syncable or Sync-Link will claim ownership of that property.
2. Any material provided to the Member by Sync-Link (including but not limited to: course materials, master recordings, sample tracks, audio or video content and written resources) will remain the intellectual property of Sync-Link. The Member may not replicate or distribute, by physical or electronic means, said material without the written permission of Sync-Link.
3. Any attempt by the Member to replicate or distribute material owned by Sync-Link without the written permission of Sync-Link will be considered a breach of clause 6.b and will result in legal action to recover damages to Sync-Link.

13. Alterations to Sync-Link and its services:

1. Every effort will be made to adhere to the advertised services, however, Sync-Link reserves the right to amend any of the services or content offered where necessary, in which case Sync-Link will provide a reasonable alternative to the service or content, and the Member agrees to accept such reasonable alternatives.

14. Code Of Conduct

1. Members must:
 1. Conduct themselves professionally and with sensitivity in the workplace and at all times with Members and guests of Sync-Link.

2. Act with honesty, integrity and respect in dealings with fellow Members, and mentors and guests of Sync-Link.
2. Harassment and exclusionary behaviour will not be tolerated. This includes but is not limited to: threats of violence, discriminatory language, personal insults especially those using racist or sexist terms, unwelcome sexual attention, sharing sexually explicit or violent material via electronic or any other means or advocating or encouraging any of the above behaviour.
3. Reports of any inappropriate behaviour or deviation from the above rules will be investigated by Sync-Link, and if upheld, will result in immediate termination of the Member subscription and be referred to the appropriate authority.
4. If the Member subscription is terminated as per (14.3), no refunds for any fees will be issued.
5. The Member will be solely responsible for his/her behaviour and indemnifies Sync-Link against any liability or legal action.

15. Ownership of rights

1. All rights, including copyright, in this website are owned by or licensed to Martin Sutton. Any use of this website or its contents, including copying or storing it in whole or part, is prohibited without Martin Sutton's permission. The Member may not modify, distribute or repost anything from this website for any purpose.

16. If there is a problem with the services

1. If the Member has any questions or complaints about the services, they may contact Sync-Link by emailing cat@verysyncable.com

2. Sync-Link is under a legal duty to supply services that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).

17. Liability

1. Sync-Link is only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. Sync-Link does not accept liability if Sync-Link is prevented or delayed from complying with our obligations set out in these terms and conditions by anything the Member (or anyone acting with their express or implied authority) does or fails to do, or is due to events which are beyond Sync-Link's reasonable control.
2. Furthermore, Sync-Link does not accept liability for any losses related to any business of the Member including but not limited to: lost data, lost profits, lost revenues or business interruption.
3. Sync-Link does not accept liability for any personal or private agreements entered into directly between Members and/or Guests, which do not fall within the services offered to the Member in the service.

18. Damage to the Member's computer

1. Sync-Link tries to ensure that the website is free from viruses or defects. However, Sync-Link cannot guarantee that the Member's use of this website or any websites accessible through it will not cause damage to the Member's computer.
2. It is the Member's responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, Sync-Link will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

19. Notices

1. Unless otherwise expressly stated in these terms and conditions, all notices from the Member to Sync-Link must be in writing and emailed to cat@verysyncable.com and all notices from Sync-Link to the Member will be emailed to the Member.

20. Law, jurisdiction and language

1. The contract of these terms and conditions shall be governed by English Law and Sync-Link, Very Syncable and the Member hereby submit to the exclusive jurisdiction of the English Courts in all matters regarding the contracts and these terms and conditions.

21. Invalidity

1. If any part of these terms and conditions is unenforceable (including any provision in which Sync-Link exclude our liability to the Member) the enforceability of any other part of these conditions will not be affected.

22. Privacy

1. The Member acknowledges and agrees to be bound by the terms of Sync-Link's privacy policy.

23. Third party rights

1. Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.