

JOURNEYS – powered by ABRSM – Your personal learning journey. Expert guitar tuition on your own terms.

JOURNEYS Terms and Conditions of Use

1. Who we are and about JOURNEYS, our “teach yourself electric guitar” service

1.1 We are ABRSM . ‘ABRSM’ means The Associated Board of the Royal Schools of Music (Publishing) Ltd, a company registered in England and Wales under company number 01910047 and having its registered office address at 4 London Wall Place, London EC2Y 5AU, United Kingdom. (“**we**”, “**us**”, “**our**”).

1.2 Welcome to *JOURNEYS - powered by ABRSM*, a “teach yourself” application service provided by us as an online learning resource for electric guitarists and delivered at www.journeysguitar.com (“**Platform**”) which allows you to:

1.2.1 create a bespoke learning pathway from a catalogue of 100 songs;

1.2.2 watch expert tutors in conjunction with synchronised notation and tab to learn the songs you choose;

1.2.3 assess your progress using compare tools and play along with a professional session band; and

1.2.4 view your progress in terms of chords, rhythm, melody and tone in your own dashboard.

1.3 You can contact us by using the contact form available at www.abrsm.org/journeys/contactus

2. These Terms

2.1 These Terms and Conditions of Use (“**Terms**”) apply to your use of the Platform and to any contract between us for the provision of the services made available through the Platform (the “**Services**”). By using the Platform you agree to the Terms.

2.2 The Terms are important because they:

2.2.1 outline your legal rights in relation to using the Platform and the Services (together being “**JOURNEYS**”);

2.2.2 explain the rights you give us when you use JOURNEYS; and

2.2.3 describe the rules that you need to follow when using JOURNEYS.

2.3 For information about your privacy rights and how we may use your personal information please see our privacy notice (available here <https://gb.abrsm.org/en/policies/website-privacy-policy/>) and cookies policy (available here: <https://gb.abrsm.org/en/policies/cookie-policy/>).

2.4 Occasionally we may need to update these Terms (or any part of them). If the changes are significant, we will notify you in an appropriate manner which may be by email or by displaying a prominent notice within the Platform. Your continued use of JOURNEYS after any such changes will constitute your acceptance of them but if you do not wish to continue using JOURNEYS under any new or amended Terms,

you may have a right to terminate any contract between us. Please contact us using the contact form available at www.abrsm.org/journeys/contactus

3. Your JOURNEYS account

- 3.1 To use JOURNEYS you need to create a JOURNEYS account which involves providing us with a valid email address and password.
- 3.2 You are responsible for providing us with accurate, up-to-date and truthful information in relation to your JOURNEYS account.
- 3.3 You are responsible for maintaining the security and confidentiality of your JOURNEYS password. You are responsible for all use of your JOURNEYS password and all activity occurring on your JOURNEYS account, whether authorised by you or not. You must not rent or sell access to the Platform or its content.

4. Subscription and Trials

- 4.1 **Paid Subscription.** Access to JOURNEYS is by way of paid subscription (“**Paid Subscription**”). The duration of the Paid Subscription; which JOURNEYS content you have access to; how much the subscription fee is (“**Subscription Fee**”); and how often you are charged the Subscription Fee will vary depending on which Paid Subscription plan you select (“**Paid Subscription Plan**”). We will explain which Paid Subscription Plans are available and the associated costs when you create a JOURNEYS account.
- 4.2 **Creating our agreement.** By creating your JOURNEYS account, selecting your Paid Subscription Plan and submitting your payment details, you are making an offer to us to buy a Paid Subscription to JOURNEYS. Your offer will only be accepted by us and a contract formed when we have successfully verified your payment details and email address, at which point your Paid Subscription will start and we will provide you with access to JOURNEYS and send you a welcome email letting you know that your Paid Subscription has started.
- 4.3 **Trials.** We may, at our discretion, offer a trial of a Paid Subscription Plan for a 14 (fourteen) day period without payment (“**Trial**”). To start a Trial, you will be required to contract for a Paid Subscription but will not be charged for the first fourteen (14) days of your Paid Subscription. The first Subscription Fee of your Paid Subscription will be taken on the first day after the fourteen (14) day Trial ends. **If you do not want this charge you must cancel the Paid Subscription before the end of the Trial by clicking “CANCEL SUBSCRIPTION” on your account page.**
- 4.4 **Payment.** When you purchase a Paid Subscription or make any payment relating to it, you must do so using payment details that you are permitted to use and you authorise us to charge any payment method associated with your JOURNEYS account. You can update your payment details by going to the "Account" section of the Platform. We may also update your payment details using information provided by the payment service providers.

We will automatically charge your chosen payment method the Subscription Price on a recurring basis in accordance with the Paid Subscription Plan that you have chosen. You will receive an invoice on the payment of each subscription. The Subscription Price for your plan includes all applicable taxes. All amounts are quoted and settled to us in GBP (pounds sterling).

The date that the Subscription Fee will be charged to your chosen payment method will be as indicated in the "Account" section of the Platform. The billing date may sometimes vary, for example if any amount due is not successfully settled on the original billing date or your Paid Subscription starts on a day not contained in a given month.

You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, we may suspend your access to JOURNEYS until we have successfully charged a valid payment method. The issuer of some payment methods may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your payment method.

If you are entitled to a refund under these Terms we will credit it to the payment method used to make the payment.

- 4.5 **Changes to Paid Subscription Plans.** We may change our Paid Subscription Plans including the price from time to time; however, any price changes or changes to your Paid Subscription Plan will only apply to subsequent renewals of Paid Subscription Plans (not the then-current Paid Subscription Plan) following notice of the change(s) to you. ABRSM will contact you periodically by e-mail to the e-mail address associated with your JOURNEYS account with any invoice, reminders, notice of price changes and other account related communications.

5. **If you change your mind within 14 days**

- 5.1 If you buy a Paid Subscription, you have a legal right to change your mind within the first fourteen (14) days of us sending you the welcome email confirming that your Paid Subscription has started ("**Cooling-off Period**").
- 5.2 If your Paid Subscription includes a Trial, you agree that the Cooling-off Period for the Paid Subscription for which you are receiving a Trial ends fourteen (14) days after you start the Trial. Therefore, to ensure you are not charged, you must let us know that you have changed your mind during the first fourteen (14) days of the Trial.
- 5.3 To let us know that you have changed your mind, go to the "Account" section of the Platform during the Cooling-Off Period and click "CANCEL SUBSCRIPTION".

6. **Automatic renewal and cancellation**

- 6.1 You can cancel your Paid Subscription at any time. You will continue to have access to JOURNEYS, and the Subscription Fee will continue to be due, until the end of the agreed Paid Subscription Plan period. Subscription Fees are non-refundable. To cancel, go to the "Account" page and click "CANCEL SUBSCRIPTION".
- 6.2 Your Paid Subscription will automatically renew at the end of the agreed Paid Subscription Plan period, unless you change or cancel your Paid Subscription before the end of the then-current Paid Subscription Plan period.

7. **Platform use and user-generated content**

- 7.1 Whenever you make use of a feature that allows you to upload or generate content to or in the Platform, such as uploading recordings or videos of yourself playing the electric guitar, ("**User Content**"), you grant us a non-exclusive, worldwide, royalty-free licence to us to use, store and copy your User Content and the intellectual property in it that is owned by you for the purpose of us being able to provide you with

the full JOURNEYS service and develop improvements to JOURNEYS. Under no circumstances will we be a party to or assist in any intellectual property claims that you may wish to pursue against another party for the infringement of the intellectual property rights subsisting in your User Content.

7.2 You must not upload any User Content that:

7.2.1 uses vulgar language;

7.2.2 is offensive, abusive, defamatory, pornographic, threatening, or obscene or is otherwise objectionable (as determined by us);

7.2.3 is illegal, or intended to promote or commit an illegal act of any kind, including violations of intellectual property rights, privacy rights, or proprietary rights of ABRSM or a third party;

7.2.4 includes malicious content such as malware, or viruses, or otherwise interferes with any user's access to JOURNEYS;

7.2.5 is fraudulent, false, deceptive, or misleading;

7.2.6 involves commercial or sales activities (the Platform is for private and domestic use only);

7.2.7 conflicts with these Terms or any other agreement between us, as determined by us.

7.3 You promise that, in respect of your User Content:

7.3.1 you own or have the right to upload it;

7.3.2 it does not violate these Terms, any applicable law or the intellectual property or privacy rights of others or imply any affiliation with or endorsement of you or your User Content by us; and

7.3.3 if other people (including their voice or image) are included in your User Content, that you have their permission to include them as such.

7.4 You are solely responsible all User Content that you upload to or create in the Platform and for securing and backing up your User Content.

7.5 Where our Platform contains links to resources provided by third parties, these links are provided for your information only. Such links and information you obtain from them should not be interpreted as approved by us.

7.6 Except for User Content, all intellectual property rights in JOURNEYS belong to us or our licensors and you must not copy, redistribute, make available to the public, modify, sub-license or otherwise make use JOURNEYS other than as permitted by these Terms. You may link to the Platform, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. Our Platform must not be framed on any other website. We reserve the right to withdraw linking permission without notice.

8. Removal of User Content, Termination and Suspension of Access

- 8.1 We reserve the right to remove your User Content, suspend or terminate your access to the Platform and your JOURNEYS account/or take any legal action available if we believe, in our sole discretion, that any of your User Content:
- 8.1.1 breaches any of these Terms;
 - 8.1.2 infringes a third party's rights; or
 - 8.1.3 is in breach of any law or regulation.

and our decision in that regard will be final.

- 8.2 If your access to JOURNEYS is suspended or terminated in this way, you must not attempt to use the Platform under any other name or by using the access credentials of any other user.

9. Indemnification

You agree to indemnify (financially compensate) us against all damages, losses and expenses (including legal fees) arising out of or related to your User Content or your breach of these Terms.

10. Our provision of JOURNEYS

- 10.1 We make no representations, warranties or guarantees, whether express or implied, in respect of JOURNEYS which is provided on an "as is" and on an "as available" basis.
- 10.2 We do not guarantee that our Platform will be secure or free from bugs or viruses or that use of the Platform will be uninterrupted, timely, secure or error-free. You are responsible for configuring your information technology and platform to access our Platform. You should use your own virus protection software.

11. Our responsibility for loss or damage suffered by you

- 11.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. For example, we do not seek to exclude liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
- 11.2 We only provide JOURNEYS for domestic and private use. If you use the Platform for any commercial, business or re-sale purpose (in breach of these Terms) we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. Other important terms

- 12.1 **Transferring this agreement someone else.** We may transfer our rights and obligations under these Terms to another organisation and we will let you know if we plan to do this. If you are unhappy with the transfer you may have the right to end our agreement early. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

- 12.2 **Nobody else has any rights under this contract.** Our agreement is between you and us. No other person can enforce these Terms.
- 12.3 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 12.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.5 **Which laws apply and where you may bring legal proceedings.** These Terms are governed by English law and you can bring connected legal proceedings in the English courts.
- 12.6 **If you have a problem.** If you have a problem with JOURNEYS or would like to raise a grievance with us please use the contact form available at www.abrsm.org/journeys/contactus and we will try to resolve the issue as soon as possible.