

## **TERMS AND CONDITIONS**

These terms and conditions (the “Terms and Conditions”) govern the use of **www.martianentertainmentmusic.com** (the “Site”). This Site is owned and operated by Martian Entertainment. This Site is a music marketing agency.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

### **Intellectual Property**

All content published and made available on our Site is the property of Martian Entertainment and the Site’s creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **Sale of Services**

These Terms and Conditions govern the sale of services available on our Site.

The following services are available on our Site:

- Organic Playlist Promotion.
- Cover Artwork Sourcing.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

## **Payments**

We accept the following payment methods on our Site:

- Credit Card;
- PayPal;
- Debit; and
- Direct Debit.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

## **Refunds**

### **Refunds for Services**

We will provide full refunds for services sold on our Site in the following cases:

- The services will be fully refunded if Martian Entertainment does not meet the minimum guarantees outlined in each package.

## **Guarantees**

The following guarantees apply to our Site:

- Martian Entertainment will meet at least the minimum requirements outlined in each package.

## **Consumer Protection Law**

Where the Australian Consumer Law, Schedule 2 of the Competition and Consumer Act 2010, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

## **Testimonial Consent**

By using any of our services, you agree that we may feature your name, likeness, and/or statements in our website's testimonial section, on our social media, or other promotional materials. You grant us a non-exclusive, worldwide, royalty-free, and perpetual license to use your feedback, reviews, or testimonials for marketing and promotional purposes. If you wish to opt out of being featured, you must notify us in writing at [hello@martianentertainmentmusic.com](mailto:hello@martianentertainmentmusic.com) before or upon completion of the service.

## **Limitation of Liability**

Martian Entertainment and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

## **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Martian Entertainment and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

## **Applicable Law**

These Terms and Conditions are governed by the laws of the State of Western Australia.

## **Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

## **Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

## **Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

[hello@martianentertainmentmusic.com](mailto:hello@martianentertainmentmusic.com)

You can also contact us through the feedback form available on our Site.