



*Get Inside The Music*

**U-MYX Instructions For PC:**

1. Right click on the zip file containing the U-MYX
2. From the menu that appears, select 'Extract All'
3. Click 'Browse' and choose a location to unzip the U-MYX to (choose 'Desktop' if you are unsure)
4. Click the 'OK' button to close the 'Browse' window
5. Click the 'Next' button to unzip the files
6. Click the 'Finish' button, and a new window containing your U-MYX will open
7. Double Click on the U-MYX icon to start!

**U-MYX Instructions For Mac:**

1. Double click on the .tgz file containing the U-MYX
2. A new folder will appear, double click on the folder's icon to open it
3. Double click on the U-MYX icon to start!

**U-MYX Download: Terms & Conditions**

**COPYRIGHTS:**

U-MYX format Depeche Mode - Martyr

U-MYX format licensed to Mute Records Ltd.

All copyright and ownership for this recording, and every feasible permutation enabled by the U-MYX format are the property of Mute Records Ltd

Any mixes enabled by the user from the U-MYX application must be used for their own personal use only, and should not be commercially exploited or broadcasted, duplicated or made for sale.

Any mixes enabled by the user from the U-MYX application may only be shared online in the proprietary .umx format and in officially sanctioned U-MYX arenas.

**U-MYX TECHNOLOGY:**

U-MYX will run on Windows 95/98/NT/XP and Apple OS10.2 or later. This multimedia program is provided to the user without warranties, express or implied of any kind by U-MYX Ltd and Mute Records Ltd, who shall not be liable for actual or consequential damages arising from the use of, or inability to use, the program. You expressly acknowledge that use of this software is at your own risk.

You expressly acknowledge that all contents of this multimedia program are protected by copyright, trademarks, patents and other intellectual property rights and laws.

The name U-MYX and its associated logos are registered trademarks. The U-MYX player and proprietary file format are protected under UK patent pending no. 0417099.9, and International Patent Application GB2005/003001

## **1 ACCEPTANCE OF TERMS**

Your access to and use of this U-MYX multimedia program ("the Multimedia Program") and any Services referred to in Clause 2, is subject exclusively to these Terms and Conditions. You will not use the Multimedia Program for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Multimedia Program you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Multimedia Program.

## **2 THE SERVICES**

This Multimedia Program provides music (and/or video) and software download services ("the Services") designed to enable you to make your own authorised mixes of legally purchased online songs. Unless stated otherwise the Services are for your personal and non-commercial use only. You hereby accept that your computer meets the minimum technical requirements for the Services as stated clearly above. The Services are for your own personal use and you are not authorised to make any copies of any downloads other than for personal use.

## **3 CHILD SUPERVISION**

We are concerned about the safety and privacy of our users, particularly children. Parents who wish to allow their children access to and use of this Multimedia Program should supervise such access and use. By allowing your child access to the Services you are allowing your child access to all of the Services. It is therefore your responsibility to determine which Services are appropriate for your child. Always use caution when revealing personally identifiable information about yourself or your children via any of the Services.

## **4 PRIVACY POLICY**

We are committed to responsible data management and subscribe to the principals of the data protection legislation in the United Kingdom. We are committed to maintaining the privacy of our users and maintaining the security of any personal information received from you. If you register for any of the Services or others provided by U-MYX you may be asked to provide basic personal information. The information provided by you is not available for sale or use by third parties. The information is used solely for notifying you of changes or updates to U-MYX.

## **5 USER ACCOUNT, PASSWORD AND SECURITY**

If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for use with that Service. You are responsible for maintaining the confidentiality of the username and password and also for all activities which take place under your account. You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security. In no event will U-MYX be liable for any indirect or consequential loss or damage

whatsoever resulting from the disclosure of your username and/or password. You may not use another person's account at any time, without the express permission of the account holder.

## **6 ACCEPTABLE USE**

6.1 You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services you may be exposed to Content that is offensive and/or indecent. U-MYX will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

6.2 In using the Multimedia Program/Services you agree not to:

6.2.1 use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;

6.2.2 post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;

6.2.3 post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;

6.2.4 threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;

6.2.5 use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;

6.2.6 make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another;

6.2.7 collect or store personal information about others, including email addresses;

6.2.8 advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;

6.2.9 impersonate any person or entity for the purpose of misleading others;

6.2.10 violate any applicable laws or regulations;

6.2.11 use the Multimedia Program/Services in any manner that could damage, disable, overburden or impair the Multimedia Program/Services or interfere with any other party's use and enjoyment of the Multimedia Program/Services;

6.2.12 post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary

relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);

6.2.13 attempt to gain unauthorised access to any of the Services, other accounts, computer systems or networks connected to the Multimedia Program/Services through hacking, password mining or any other means.

6.3 We have no obligation to monitor the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these Terms and Conditions or is otherwise objectionable.

## **7 LINKS TO THIRD PARTY WEBSITES**

The Multimedia Program/Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that U-MYX is not responsible for the content or availability of any such sites.

## **8 INTERNATIONAL USE**

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

## **9 INTELLECTUAL PROPERTY RIGHTS**

The Multimedia Program and its content (including without limitation the Multimedia Program design, text, graphics and all software and source codes connected with the Multimedia Program and the Services) are protected by copyright, trademarks, patents and other intellectual property rights and laws. In accessing the Multimedia Program you agree that you will access the contents solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder.

## **10 INDEMNITY**

You agree to indemnify and hold U-MYX and Mute Records Ltd harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against U-MYX and Mute Records Ltd by any third party arising out of your use of the Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by U-MYX and Mute Records Ltd in consequence of your breach of these Terms and Conditions.

## **11 DISCLAIMERS AND LIMITATION OF LIABILITY**

11.1 Use of the Multimedia Program/Services is at your own risk. The Multimedia Program/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory

quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

11.2 To the extent permitted by law, U-MYX and Mute Records Ltd will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Multimedia Program/Services.

11.3 U-MYX makes no warranty that the Multimedia Program/Services will meet your requirements, that Content will be accurate or reliable, that the functionality of the Multimedia Program/Services will be uninterrupted or error free, that defects will be corrected or that the Multimedia Program/Services or any servers that make them available are free of viruses or anything else which may be harmful or destructive.

11.4 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of U-MYX and Mute Records Ltd for death or personal injury as a result of the negligence of U-MYX and Mute Records Ltd.

11.5 Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

## **12 SEVERANCE**

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

## **13 GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and you hereby submit to the exclusive jurisdiction of the English courts.