

ABRS, LLC

Terms of Use

By using the ABRS, LLC online recording service, you ("Customer") agree and are bound by the following terms of service:

Work For Hire

ABRS, LLC agrees that all work performed for Customer shall be considered as "works made for hire" as contemplated and defined in Section 101 of the United States Copyright Act.

ABRS, LLC hereby grants to Customer all rights of every kind and nature in and to the results and proceeds of ABRS, LLC's services and performances rendered hereunder, including, without limitation, all rights in and to the following Performances, Compositions and/or Masters, including the worldwide copyrights therein, (including the universal copyright and any and all renewal and extension rights) for all uses of whatsoever nature whether now known or hereafter devised, throughout the world and universe. Customer shall accordingly have the sole and exclusive right to copyright any Performances, Compositions and/or Masters embodying ABRS, LLC's performances under Customer's name as the sole owner and author thereof.

If for any reason we shall be deemed not to be the authors of the Performances, Compositions and/or Masters, then ABRS, LLC hereby assigns to Customer the entire right, title and interest throughout the universe, in and to the Performances, Compositions and/or Masters, ABRS, LLC acknowledges and agrees that Customer and its affiliates, assignees, licensees, etc. have the right to use, produce, reproduce, record, re-record, adapt, edit, delete from, add to, combine with other works, translate, print, publish, advertise, transmit, perform, broadcast, disseminate and otherwise exploit and authorize the exploitation of the Performances, Compositions and/or Masters by any and all means now known or hereafter devised.

ABRS, LLC hereby waives the benefit of any provision of law known as "moral rights" or any similar analogous provision of any treaty, statute, regulation or rule of law of any government or quasi-governmental body in any country of the world or throughout the universe.

Turnaround time

Our turnaround time is 48 business hours from order completion and receiving your files for each service.

* Mixing, mastering, horn and string sections turnaround time is 72 business hours.

** When ordering drum tracks sources please allow additional 48 hours after approving our preview for bouncing and uploading the source tracks.

If your order is missing important material/information, our turnaround time will be 48 business

hours from receipt of the requested material/information.

In some very rare cases, we reserve the right to extend our turnaround time. In such case, you'll be notified in writing.

Modifications

We offer one free modification for each service you order. Additional modifications are \$50 each. A modification defined as change of the recorded preview. (not a complete retake)
In addition, when the requested modification is more labor intensive, we reserve the right to charge more to perform it.

Modification requests must be provided within two weeks from receiving our preview.

Additional Takes/Layers

Get a complete new take/version for only 50% of the original cost.
Additional takes/layers must be requested within two weeks from receiving our preview.

Shipping

We encourage you to download our track(s) from our server, avoiding a long wait for a CD to be mailed to you. Shipping a CD takes about with 2-10 business days from your approval date if you live in the USA. However, if you live outside of the USA, it might be longer than that

Refund policy

We offer a risk-free, money-back guarantee on your first song.

After placing your order, we'll send you a high quality mp3 preview of our recording. If you don't approve the preview, just tell us why and we'll refund your money in full.

If your order includes several services for a song and you decide to terminate the process, you'll get a full refund for the services you didn't approve.

The money back guarantee is valid for 60 days from the date of purchase.

Your Response:

If you fail to respond to an order within two weeks, the order will be automatically approved.

Your Warranty to Us:

Customer is the rightful owner of the Master Recording and/or Composition and all elements contained therein and warrants that it does not violate any law or infringe upon or violate the rights, including without limitation all copyright rights, of any individual or entity. If Customer is not the rightful owner then they warrant to ABRS, LLC that they have the necessary and required permission/license from the rightful owner to re-record, edit and/or modify the Master Recording and/or Composition. Customer agrees to indemnify ABRS, LLC its agents or assignees and hold them free and harmless from and against any and all claims, liabilities, costs, losses, damages or expenses, including but not limited to, reasonable attorney fees and court costs, arising out of any failure or breach by Customer with respect to its warranties as set forth in this Agreement.

Song Storage:

ABRS, LLC only maintains your tracks for a period of three months following the completion of each project. It is your responsibility to purchase, download and store the source tracks of the master within that time period. You may extend the storage period by purchasing a 'song storage plan'.

Responsibility:

ABRS, LLC is not responsible for loss or damages caused by using its services.

The customer waives the right to bring any legal action(s) against ABRS, LLC and/or its staff due to any damages or loss, financial or otherwise, resulting from customer's use of our recording, tracking, mixing, editing, mastering or consulting services.

ABRS, LLC reserves the right to refuse service at its discretion and/or terminate service at any time.

The privacy of our customers and their songs is very important to us. [Click here to read our privacy policy.](#)

These Terms of Service may be amended at any time without notice.

Vocalists:

Vocalists' names and images have been changed to protect their privacy.

Mediation and Arbitration:

If a dispute arises out of or relates to this contract or the breach thereof, or the services provided by (or to be provided by) ABRS, LLC, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures, venue in New Orleans LA, before resorting to arbitration, litigation, or some other dispute resolution procedure. Any controversy or claim arising out of or relating to this contract, or the breach thereof, or the services provided by (or to be provided by) ABRS, LLC, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, venue in New Orleans LA, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

By using ABRS, LLC's services, you are waiving any right to file or participate in a class action, collective action, or other representative action against ABRS, LLC, and is waiving any right to a jury trial, to the fullest extent permitted by applicable law.

Notice And Procedure For Copyright Infringement Claim.

Pursuant to 17 U.S.C. Section 512, as amended by Title II of the Digital Millennium Copyright Act (the "Act"), ABRS, LLC reserves the right, but not the obligation, to terminate your right to use the Applications, the Sites or the Services if ABRS, LLC determines in its sole and absolute discretion that you are involved in any activity that may be infringing, including alleged acts of infringement, regardless of whether the material or activity is ultimately determined to be infringing. ABRS, LLC accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. In addition, pursuant to 17 U.S.C. Section 512(c), as amended, ABRS, LLC has implemented or will implement procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act.

If you believe that anything on the Sites or the Services infringes upon any copyright which you own or control you may file a notification of such infringement and submit them via email or the postal mail as set below: