

# Terms of Use / User Agreement

Last updated: Oct 2019

BY USING MUSIC MATCH (<https://musicmatch.net>), YOU INDICATE YOUR AGREEMENT WITH THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THIS SITE.

MUSIC MATCH HAS THE RIGHT TO TERMINATE THE USER'S ACCESS TO THIS SERVICE, AT ITS DISCRETION, WITHOUT NOTICE.

## Definitions

Music Match:	Includes Music Match, <a href="http://www.musicmatch.net">www.musicmatch.net</a> , and its wholly owned websites, the elements of the website, its subdomains, its design, proprietary methodology, the operation of Music Match's business and its assignees.
Evolution:	A combination of music and lyrics contributed to form a song.
Content:	Includes, but is not limited to user submissions, photos, text, files, user profiles, and user accounts.
Sample	A recording of a musical line uploaded to Music Match by itself or added to an evolution.
Evolution admin	The creator of a musical Evolution on Music Match. Has editing and publishing right of Evolutions.
User	A registered user of the Service
Objectionable Content:	Please refer to the Appendix below.
Objectionable Conduct:	Please refer to the Appendix below.
Finalized evolution:	The specific parts or mix of an evolution published on the Website.

Song:	A Musical Entity consisting multiple Evolutions
Services and the Site	The services and software or any updates, supplements, internet-based service and support services for this software available on or at the Site (shall be interpreted together with the Site, the "Service").

## Registration

To sign up for the Services, you must register for an account on the Services (an "Account"). You must provide accurate and complete information and keep your Account information updated. You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene. You are solely responsible for the activity that occurs on your Account, and for keeping your Account password secure. You may never use another person's user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use the Services (including any changes to or revocation of any licenses from state authorities), breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates.

## Copyright Notice

Copyright © 2019, Brandlift Ltd. (Address: 1036 Lajos str 130. Budapest, Hungary, Company Registry Number: 01-09-948980, Tax Number: HU23014028)

All rights reserved. Reproduction of any material is prohibited. Permission to use all documents and related graphics and any other material from this website is subject to these Terms and Conditions.

## Content/Copyright

Music Match does not claim any rights to a user's music other than: 1/ the right to display it in Music Match; 2/ the rights set forth below

Users agree not to use Music Match to exchange or post content that is copyrighted (except by parties involved in Music Match collaborations) or that is otherwise illegally transferred. Music Match reserves the right to suspend or otherwise terminate content exchanges it believes infringe on rights of others under copyright law or other applicable law.

By uploading content to Music Match, you grant Music Match worldwide, royalty-free and for payment of no compensation of any kind, a non-exclusive, perpetual, license(s) to use and publicly display such content on Music Match.

## **Open Music Agreement**

By submitting your music to an evolution or uploading a sample by itself to Music Match, you are allowing others to build and improve upon your work. You are not giving up ownership of your music/lyrics, but are offering some rights to others under a certain set of conditions. In particular, by submitting audio files and supporting materials, you agree to that your music is licensed under the license agreement defined for the Evolution or Song to which you are submitting music. Most often, this license agreement is one of the Creative Commons licenses. Further, by submitting files and supporting materials, you acknowledge that you have read the full license applicable for each evolution to which you are contributing.

By submitting your music to an Evolution on Music Match, you grant to Music Match the non-exclusive right, throughout the world, in perpetuity to broadcast, and exhibit your work.

Furthermore, Music Match is granted the non-exclusive right to advertise, promote and market the composition through any and all methods, means and media, whether now known or hereafter devised. You further understand and agree that the evolution admins may release a completed version of a Song, which may or may not include your Samples. If your Samples are included in a published evolution, the evolution admin will be required to provide attribution to your work.

### **Released Songs**

By electing to release their Songs, admins agree that their Song can be published on Music Match.

## **Code of Conduct**

Music Match is intended to be a positive, constructive, and creative environment for the production of new music, and for worldwide music collaboration. Users agree to use Music Match accordingly.

User agrees not to engage in any conduct that Music Match -- in its sole discretion -- deems objectionable conduct (see Appendix below). Music Match reserves the right to suspend and/or delete users that engage in such conduct.

Users agree not to use Music Match to upload, post, email, transmit or otherwise make available any content that Music Match -- in its sole discretion -- deems objectionable content (see below). Music Match reserves the right to delete such content.

### **No Warranties**

Music Match may include technical inaccuracies or typographical errors. Music Match has the right to make changes and updates to any information contained within this server without prior notice.

Music Match is provided on an "as is" basis without warranties of any kind. No information given by Music Match, or its respective employees will create any warranty.

Some states do not allow the exclusion or limitation of incidental or consequential damages or the limitation of duration of an implied warranty, so the limitation or exclusion herein may not apply to you. This warranty will not apply to the extent that any provision of this warranty is

prohibited by any federal, state, or local law that cannot be preempted. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and country to country.

## **No Endorsement**

Reference to any products, services, processes, hypertext links to third parties or other information by trade name, trademark, manufacturer, supplier or otherwise does not imply its endorsement, sponsorship, or recommendation by Music Match.

Music Match reserves the right to discontinue or modify any of the information contained on this service, or the service, at any time. Music Match has the right to modify these terms and conditions at any time. This agreement will be governed by the laws of Hungary . If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions of this Agreement will remain in effect. The user agrees to comply with all applicable laws in using this service or the Materials.

### **Copyright Complaints**

If you believe that any material on the Music Match website violates any copyright or similar right which you own or control, you should a/ notify Music Match by selecting "Contact Us" on MusicMatch.net.

To meet the notice requirements under the [Act LXXVI of 1999 on Copyright](#), the notification must consist of a written communication that includes the following:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;

A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### **Music Match Membership and Account Termination**

The current rates and features for a Music Match Membership are listed on the Website. All purchases are final. Purchaser agrees that Membership privileges are non-refundable in the event that the Purchaser chooses to cancel his/her membership. No refund will be made in the event of termination of Purchaser's membership due to a violation of the Terms of Use.

Purchaser acknowledges, agrees and authorizes Music Match to renew Purchaser's monthly Membership, automatically, every month, or yearly Membership, automatically, every year, until

such time as Purchaser instructs Music Match, to stop the renewals. Renewals can be stopped from the Account Settings page at Music Match.net.

The core services of Music Match are free to use, only certain extra features comes with an extra, purchasable Membership.

### **Music Match's proprietary elements**

Music Match provides this site for the facilitation of collaboration among artists. The user is not permitted to commercially exploit Music Match.

The user may not copy, reverse engineer, translate, port, modify, or make derivative works. The user may not rent, disclose, publish, sell, assign, lease, sublicense, market, or Music Match or its elements. The user may not derive or attempt to derive the source code or structure of all or any portion of Music Match by reverse engineering, disassembly, decompilation, or any other means. The user will not alter or remove any copyright notice or proprietary legend contained in or on Music Match.

### **Disclaimer of Liability**

The user of this system assumes all responsibility and risk for the use of the site and the internet generally. Music Match and its affiliates disclaim all warranties, representations, or endorsements, express or implied, with regard to the site, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Music Match does not assume any legal liability or responsibility for the accuracy, completeness, or usefulness of this site. Music Match will not be liable for any compensatory, special, direct, incidental, indirect, consequential damages, exemplary damages or any other damages resulting from loss of use, data, or profits, arising out of or in connection with the use or performance of the site.

### **Objectionable content and conduct**

Objectionable Content: Any content deemed to be harmful, threatening, abusive, harassing, vulgar, obscene, hateful, pornographic, libelous, or otherwise objectionable. Music Match reserves the right to remove content without notice, from Music Match because it is harmful, threatening, abusive, harassing, vulgar, obscene, hateful, pornographic, libelous or otherwise deemed, in the sole discretion of Music Match, to be objectionable or incompatible with these Terms of Use and/or the goals of the Music Match .

Objectionable Conduct: Any conduct deemed to be objectionable, including: uploading any content that infringes upon any patent, trademark, trade secret, copyright or other proprietary rights of any party; uploading submissions that users do not have a right to make available under applicable law or any contractual or fiduciary relationships; impersonating any person or entity, or falsely stating or otherwise misrepresenting themselves or their affiliation with any person or entity; uploading, posting, emailing, transmitting or otherwise making available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain

letters, "pyramid schemes," or any other form of solicitation or commercial solicitation; uploading, posting, emailing, transmitting or otherwise making available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; intimidating or harassing another user; using or attempting to use another user's account, service or system without prior written authorization from Music Match; maintaining more than one user account; uploading files on another's behalf; or creating a false identity on the Music Match website.