

Terms and Conditions Version 1.0

### About Us:

Composeum Limited, Company number 14746246 Registered office: MSB House, 35 Websters Way, Rayleigh, Essex, SS6 8JQ

### **Contacting Us:**

By email: info@c	composeum.com
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By Post: Composeum Limited Clarence Court Clarence Street Southend On Sea Essex SS1 1BD United Kingdom

### Applicable Law(s):

This agreement shall be governed by English Law and shall be subject to the jurisdiction of the English Courts.

### Acceptance of Terms:

1.1 By accessing and/or using our services, you agree to be bound by these terms and any additional guidelines or rules posted by Composeum Limited. If you do not agree with any part of these terms, you must not use our services.

### **Description of Services:**

### 2.1 Eligibility:

You must be at least 18 years old and have the legal authority to enter into this agreement.

### 2.2 Ownership and Rights:

You represent and warrant that you are the sole owner of the uploaded music or have obtained all necessary rights, licenses, and permissions to grant us the rights described in Section 3.

### 2.3 Accuracy:

You are responsible for the accuracy of all information provided during the uploading process, including but not limited to the metadata, copyright information, and contact details.

### 2.4 Exclusivity:

Composeum Limited only offers exclusive publishing deals on tracks uploaded and approved by Composeum. Uploading music to our website does not guarantee its acceptance or exclusive publishing rights by our company.

### 2.5 Rejection:

We reserve the right to reject or remove any uploaded music at our sole discretion, without justification.

## Grant of Rights:

3.1 By uploading your music to our website, you grant us the following rights:

3.1.1 Exclusive License:

You grant us an exclusive, perpetual, worldwide, royalty-free license to use, reproduce, distribute, publicly perform, and publicly display your uploaded music for the purpose of evaluating it for potential publishing.

3.1.2 Promotional Use:

You grant us the right to use excerpts or samples of your uploaded music, including artist name, title, and other metadata, for promotional purposes related to our website or publishing services.

3.1.3 Modifications:

You acknowledge that we may modify, edit, or adapt your uploaded music as necessary and as agreed during the A&R process, including but not limited to encoding, transcoding, or formatting changes.

3.2 For the avoidance of doubt, should there be any conflict between these Terms and Conditions and the Publishing Agreement, the Publishing Agreement shall prevail.

# Intellectual Property:

4.1 Ownership:

You retain all legitimate ownership rights in your uploaded music, except for the rights granted to us under Section 3.

# 4.2 Copyright Infringement:

You agree not to upload music that infringes the intellectual property rights of any third party. We will promptly respond to any valid copyright infringement notices and may remove or disable access to infringing content.

## User Conduct:

5.1 When using our website, you agree to:

5.1.1 Provide accurate and complete information during the uploading process.5.1.2 Respect the intellectual property rights of others and not upload infringing content.

5.1.3 Use the website only for lawful purposes and in compliance with applicable laws and regulations.

5.1.4 Not engage in any activity that may interfere with or disrupt the website's functioning or security.

## Privacy:

6.1 Our Privacy Policy governs the collection, use, and disclosure of personal information provided by you on the website. By using our website, you consent to our collection and processing of personal information as outlined in our Privacy Policy.

## Limitation of Liability:

7.1 To the maximum extent permitted by applicable law, we shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with

your use of the services, including but not limited to loss of profits, data, or business opportunities.

### **Modification and Termination:**

8.1 We reserve the right to modify or terminate the services or these terms at any time. We will notify you a minimum of 14 days prior to any changes taking place to the Terms and Conditions.

### **Prohibition of AI-Generated Music**

### 9.1 Definition:

For the purposes of these Terms and Conditions, "AI-generated music" refers to any music composition, arrangement, or performance created or significantly influenced by artificial intelligence or machine learning algorithms, without substantial human creative input.

### 9.2 Prohibition:

We do not permit the submission or publication of AI-generated music on our services. All music uploaded to our platform must be the result of human creative effort and comply with the criteria outlined in Section 2.

### 9.3 Consequences of Violation:

Any user found to be uploading AI-generated music to our service will have their account closed immediately. Additionally, they will be permanently barred from submitting music tracks to our platform in the future.

### 9.4 Verification:

We reserve the right to employ reasonable methods to verify the authenticity of submitted music compositions. If there is a suspicion that AI-generated music has been submitted, we may request additional information or evidence from the user to confirm compliance with this policy.

### 9.5 Reporting Violations:

Users are encouraged to report any suspected violations of this policy to our support team. We will investigate such reports promptly and take appropriate action.

## 9.6 Appeals:

If a user's account is closed due to a violation of this policy, they may appeal the decision by contacting our support team. Appeals will be reviewed on a case-by-case basis, and the final decision rests with our company.

9.7 By using our services, you acknowledge and agree to comply with the prohibition on Algenerated music as outlined in this clause. We take this policy seriously to ensure the integrity of the creative work shared on our platform. Please consult with legal counsel to ensure that this clause aligns with your specific needs and complies with any relevant laws and regulations in your jurisdiction.

### Subscriptions:

10.1 The different types of subscription that we offer are described on the site (see Membership Options).

10.2 Please note that we may update and change the features and functionality of Composeum from time to time without notice to you. Your subscription will allow you to access the relevant features and functionality of Composeum as they exist from time to time.

10.3 Unless you cancel your subscription, it will automatically be renewed at the end of the relevant subscription period.

10.4 Payment will be charged to the card details used for your last payment to Composeum. Your subscription automatically renews on the anniversary of your membership, unless you notify us at least 7 calendar days prior to this. Your account will be charged for renewal within 24-hours prior to the end of the current period.

## **Right to Cancel:**

11.1 You have the right to cancel your annual membership at any time. However, if you cancel, you will not be refunded for the remaining term.

11.2 If you have signed up and not used the services within 3 months of the commencement of your paid membership start date, we reserve the right to terminate your membership. Subject to our discretion, we may refund your original fee paid, less a £25.00 administration fee.

11.3 We also have the right to withdraw the product and/or require you to close the account by sending you written notice for the following reasons:

i. You have given us false information (at any time), or you have been in serious or regular breach of these Terms and Conditions or any other conditions which apply to your account;

ii. You abuse our staff or agents (which includes use of offensive or threatening language);

iii. Your conduct or behaviour risks damaging our reputation;

iv. If there is a risk that we might break a law, regulation, code, or other duty which applies to us; or

v. For any other legitimate reason.