

Terms and Conditions

04.04.2019

Terms and Conditions for iGroove Accounts

Applicable to the business relationships between:

Customer(*hereinafter also referred to as "Client"*):

and

iGroove AG, Churerstrasse 135, 8808 Pfäffikon, Switzerland (*hereinafter referred to as "Contractor" or "iGroove"*)

Contractual object

iGroove provides a platform that specializes in music trading, marketing and other related services. This contract defines the tasks and obligations between the client and the contractor.

iGroove sets the respective sound and sound recordings (*hereinafter "recordings"*) in the Internet portals selected by the customer (see separate online shop list) and takes over the marketing of these recordings together with its partners on the basis of these Terms and Conditions.

The recordings within the meaning of these Terms and Conditions are sound recordings and combined sound/image recordings (e.g. music videos), as well as related additional content such as artwork (collectively also called "*content*"), which the customer transmits after consent to this Agreement in accordance with the specifications of iGroove. iGroove reserves the right to refuse transmitted material in its sole discretion, in particular if it is alleged that it breaches punitive provisions or infringes the rights of third parties.

Credits and withdrawals

The bills are made available to the customer online, and the customer has the opportunity to call them up in his account at any time.

Net Receipts are credited to the customer's iGroove account on the first day of each month. Once the payment has been credited to the account, the total amount or any partial amounts can be debited.

The billing includes and takes into account all collected funds before the billing date. Withdrawals of more than CHF/EUR 30.00 can be triggered at any time directly in the customer's online account. Payments are made via bank/postal account or PayPal. If the customer account is closed, the remaining amount will be paid out to the customer within 10 days after the last invoice date.

Bank charges or other costs incurred in connection with these transactions are to be borne by the customer.

Transfer of rights

The customer grants iGroove all rights to the contractual photographs and other content necessary for digital marketing for the territories chosen by the customer.

iGroove is in particular entitled to make the recordings available in all media known today and in the future for distribution to end customers in all media, in particular to transmit them to the Internet portals selected by the customer. The end user may be granted the right (if and to the extent applicable) to save the recordings on all storage media for the purposes of updating the data or making a backup copy.

iGroove may also distribute clips as an excerpt from a recording for a duration of typically 30 seconds (or, in certain cases, shorter or longer) for auditioning or judging purposes to promote the sale of the content. In addition, iGroove is entitled to edit the recordings and other contents as far as this is necessary to fulfill the purpose of the contract.

iGroove is also entitled to transfer all or part of the transferred rights to third parties. For the duration of the contractual relationship, the customer grants iGroove the right to sell, duplicate, distribute and otherwise use the recordings or the accompanying material or to do so using all aids and media and at the online shops selected by the customer (e.g. iTunes).

The customer is not entitled to grant rights and obligations under this contract to third parties.

The customer must ensure that in the case of commissioning several companies, the recordings are not transmitted simultaneously from different providers to the same online stores. As soon as iGroove has submitted the recordings to the selected online shops for distribution, the customer is responsible for ensuring that the same recordings are not transmitted by third parties to the same online shops.

The customer undertakes to provide true and complete information. For underage customers, the legal representatives have to accept the Terms and Conditions. The client also undertakes to inform the contractor immediately about the changes of all personal data necessary for the execution of the contract, in particular the name, first name, address, email, telephone number and bank details.

The customer warrants that he is authorized and able to enter into this contract, fulfill his obligations and transfer the necessary rights.

By creating an account or publishing a release on iGroove, the customer accepts this contract. With the acceptance of this contract (Terms and Conditions for iGroove Accounts), the customer confirms that he has all the rights to the recordings and other content and gives his consent to the present conditions.

Billing, offsetting and taxes

The accounts made available to the customer online shall be deemed accepted if they are not objected to in writing within 30 days of delivery, stating reasons.

The customer is responsible for his own tax and insurance matters and has to pay the taxes and social security contributions payable from the contract revenues. In the event of iGroove or its licensees deducting taxes or social security contributions in accordance with statutory provisions, iGroove is entitled to offset them against the customer's participation claims.

Declarations of consent and digital duplication

The customer is under an unrestricted obligation,

1. a) to ensure the existence of all declarations of consent from artists, performers, producers and other third parties (e.g. photographers, directors, graphic designers, etc.) as well as all comparable permits, which may require the evaluation of license contents under this contract on a case by case basis and
2. b) to make all payments to artists, performers, producers and other third parties (e.g. photographers, directors, graphic designers, etc.) to which, based on the evaluation and use of the licensed content, including cover artwork, metadata and other material provided consists.

The customer must ensure that the provided recordings and other content are free of third party rights and that the contractor could not violate any third party rights or be prosecuted for such a breach in connection with this contract.

When offering third-party trademarks and other third-party content, the customer must have the express right to represent these brands or content and to dispose of such content.

Duration

The contract comes into force with the opening of an account on igroovemusic.com. It is closed for an indefinite period and can be terminated at any time in writing. However, the customer is aware that it takes a while for the recordings and other content to be removed from the corresponding portals. The duty of secrecy continues beyond the termination of the contract.

Force majeure

Delays or omissions by either party in the performance of its respective obligations under this Agreement shall not be deemed a breach of this Agreement or a liability to the other party, if and insofar as the delay or default is caused by circumstances beyond its control (force majeure).

Disclaimer

The liability of the contractor is excluded to the maximum extent permitted by law. Liability for indirect and consequential damages, loss of profit, lost business, lost revenue and lost corporate or brand value or other impairments is excluded in particular.

Furthermore, the customer is aware that the digital distribution is dependent on technical circumstances to which iGroove has no influence in individual cases. In particular, iGroove disclaims all liability in connection with the availability or non-availability of recordings and other content on the distribution portals.

If iGroove becomes aware that this contract affects or violates the rights of third parties or criminal regulations, iGroove is entitled to retain any credit balance of the customer account until clarification of the legal situation and to settle it with any compensation claims of third parties, irrespective of whether a final judgment has already been obtained, iGroove is also entitled to use a corresponding balance to cover its own expenses in connection with the defense against third-party claims.

The customer indemnifies iGroove and its contractors, owners and employees against all possible claims of third parties, as well as costs of prosecution or defense against third party rights, insofar as these claims are connected with this contract. This exemption includes, in particular, legal and court costs, claims for damages and claims for payment from license analogy or copyright infringement. iGroove informs the customer immediately in case of claim or action. Customer is required to defend iGroove at its own expense and with iGroove's legal counsel, if requested by iGroove.

Confidential information

Neither party shall be entitled to disclose any Confidential Information of the other party to any third party unless the party concerned is legally or officially obliged to disclose it, or the party that issued the Confidential Information expressly grants the other party, case-by-case consent for disclosure by them.

Change of these T&C/Price list

iGroove reserves the right to change these Terms and Conditions or the price list at any time without giving reasons. The changed conditions will be sent to the customer by email two weeks before they come into force. The customer has the right to terminate this contract within a period of two weeks after receipt of this notification. If the customer does not cancel within two weeks after receipt of the email, the changed conditions are considered accepted conditions.

Other provisions

If the Terms and Conditions contain contradictions or omissions, the purpose, meaning and spirit, good faith and mutual interests of the parties shall be used to determine which provision is deemed appropriate. If amendments are made to these General Terms and Conditions that result in contradictions arising, the later version shall take precedence over the earlier. Should one of these provisions be or become invalid, this shall have no effect on the validity of the remaining provisions.

This contract is governed by Swiss law, excluding the conflict of laws rules of private international law. Court of jurisdiction is Lachen (Switzerland). This also applies if the portal or the services of iGroove are used outside of Switzerland.

As of 04 April 2019

PRICE INFORMATION:

All prices may vary as a result of discounts. All prices are exclusive of VAT.

Standard Deal

One-time setup fee: Single 19 € / CHF 25.-, EP 29 € / CHF 35.-, Album 49 € / CHF 55.-
You receive 92% of the revenue.

Special Deal

Special Deals are agreed separately between iGroove and the client.

Other services

Current charges for booking additional services can be found on the igroovemusic.com website at the bottom of the relevant service.