

# Terms of Service

## 1. Introduction

Welcome to **Musify Distro** (“Company”, “we”, “our”, “us”)! As you have just clicked on our Terms of Service, please pause, grab a cup of coffee, and carefully read the following pages. It will take you approximately 20 minutes.

These Terms of Service (“Terms”, “Terms of Service”) govern your use of our web pages located at the domain <https://musifydistro.com/> and its subdomains, operated by **Musify Distro**.

Our Privacy Policy also governs your use of our Service and explains how we collect, protect, and disclose information resulting from your use of our web pages. Please read it here: <https://musifydistro.com/privacy>.

Your agreement with us includes these Terms and our Privacy Policy (“Agreements”). You acknowledge that you have read and understood the Agreements and agree to be bound by them.

If you do not agree with (or cannot comply with) the Agreements, then you may not use the Service, but please let us know by emailing [support@musifydistro.com](mailto:support@musifydistro.com) so we can try to find a solution. These Terms apply to all visitors, users, and others who wish to access or use the Service.

## 2. Communications

By creating an Account on our Service, you agree to subscribe to newsletters, marketing or promotional materials, and other information we may send. However, you may opt out of receiving any or all of these communications from us by following the unsubscribe link.

## 3. Purchases

If you wish to purchase any product or service available through the Service (“Purchase”), you may be asked to provide certain information relevant to your Purchase including, without limitation, your credit card number, expiration date, billing address, and shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct, and complete.

## 4. Contests, Sweepstakes, and Promotions

Any contests, sweepstakes, or other promotions (collectively, “Promotions”) made available through the Service may be governed by rules that are separate from these Terms. If the rules for a Promotion conflict with these Terms of Service, the Promotion rules will apply.

## 5. Fee Changes

**Musify Distro**, in its sole discretion and at any time, may modify Subscription fees. Any Subscription fee change will become effective at the end of the then-current Billing Cycle. We will provide you with reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

## 6. Refunds

Except when required by law, paid Subscription fees and Service costs are non-refundable.

## 7. Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, you represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity.

You retain any and all of your rights to any Content you submit, post or display on or through the Service. However, by posting Content using the Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service.

## 8. Prohibited Uses

You agree not to use the Service:

- In any way that violates any applicable national or international law or regulation.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors.
- To transmit any advertising or promotional material, including "junk mail", "chain letters", "spam", or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity.
- To engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Service.

## 9. Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service, such as **Google Analytics, Facebook Pixel, Hotjar, and Mixpanel**.

## 10. No Use by Minors

The Service is intended only for access and use by individuals at least eighteen (18) years old. If you are not at least eighteen (18) years old, you are prohibited from both the access and use of the Service.

## **11. Accounts**

When you create an account with us, you guarantee that you are above the age of 18 and that the information you provide us is accurate, complete, and current at all times. You are responsible for maintaining the confidentiality of your account and password.

## **12. Intellectual Property**

The Service and its original content (excluding Content provided by users), features, and functionality are and will remain the exclusive property of **Musify Distro** and its licensors.

## **13. Copyright Policy**

We respect the intellectual property rights of others. If you believe that Content posted on the Service infringes on any copyright, please send your claim via email to [copyright@musifydistro.com](mailto:copyright@musifydistro.com).

## **14. DMCA Notice and Procedure for Copyright Infringement Claims**

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the information required under 17 U.S.C 512(c)(3) to [copyright@musifydistro.com](mailto:copyright@musifydistro.com).

## **15. Error Reporting and Feedback**

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## **17. Disclaimer of Warranty**

THESE SERVICES ARE PROVIDED BY THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN.

## **18. Limitation of Liability**

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE.

## **19. Termination**

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

## **20. Governing Law**

These Terms shall be governed and construed in accordance with the laws of the **State of Delaware**, United States, without regard to its conflict of law provisions. These terms are expanded by the specific service agreements for **Distribution** (<https://musifydistro.com/distribution-agreement>) and **Publishing** (<https://musifydistro.com/publishing-agreement>).

## **21. Changes to Service**

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice.

## **22. Amendments to Terms**

We may amend Terms at any time by posting the amended terms on this site. Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes.

## **23. Waiver and Severability**

No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition. If any provision is held by a court to be invalid, such provision shall be eliminated or limited to the minimum extent.

## **24. Acknowledgement**

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

## **25. Contact Us**

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You retain any and all of your rights to any Content you submit, post or display on or through the Service. However, by posting Content using the Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service.

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