



# Terms of Use



Website: [streamers.mubert.com](https://streamers.mubert.com)

Welcome, Explorer!

We are happy to see you on our website. Below, you will find the terms of the agreement (**Terms of Use**) between you (You, Buyer) and us (We, Mubert). By continuing to use the **Mubert Music For Live Streams** website and Web Application (**Mubert Streams**), you agree to the terms and conditions of this agreement.

## DMCA AND COPYRIGHT NOTE

Mubert Streams Music (Remixes) is DMCA-free. Mubert is not related to GMR, SESAC, or any Collective Management Organizations, so you are free to use Remixes within the scope of our License. No worry no more bans from copyright holders.

In any case, been requested by an authorized person, organization, or third party, you may include a copy of this License, account details, and, if applicable, subscription fees as an answer.

## MUBERT STREAMS

On Mubert Streams, you can do several activities:

- preview our music (Remixes),
- sign up and get a link to free Remixes to make your stream sound perfect,
- get a Premium Subscription and explore all the tracks and features,
- read our License and documentation — take the time; it's not that hard.

## PREVIEW REMIXES

You can preview any Remix you liked on **Mubert Streams**. If you stream **REMIXES'** previews, you agree not to try to download, save, or capture

the music and not to remove any watermarking or other protective measures from the preview. You agree that you will use the preview solely to become a member of **Mubert Streams** and not for any other purpose.

## **TESTING MUBERT STREAMS**

You can preview and test selected Remix (the one you can preview with no Premium Subscription) with your streams free of charge, although Mubert can revoke this right at any time. Once you get a link to **Remix** – you can use any third-party software to combine **Remix** with your video stream channel.

## **MUBERT REMIXES ACCOUNT**

You need to be 18 years old or over to have an account. If you're under 18, you will need to get permission to use the account from a parent who is at least 18 years of age, and this adult will be responsible for all your activities.

When you register at <https://streamers.mubert.com/>, you get a Mubert Streams account and pay a Subscription Fee to get the Subscription.

Your account will allow you to 'buy' (get a license for) items from Mubert.

You promise that the information you give us is true, accurate, and complete and, if you sign up for a **Mubert Streams** account, that you will keep your account information up-to-date.

## **PREMIUM SUBSCRIPTION**

What you get when you pay for the Premium Subscription:

- a license to use the full list of Remixes in your streams (wherever you like)  
;
- Mubert Streams services for the length of the Subscription Period.

## **LICENSE**

The Buyer is licensed to synchronize the Item with his video stream channel (synchronization license). You can read the full text of the License here.

## **PREMIUM SUBSCRIPTION PRICE**

The total amount of the Premium Subscription Fee consists of:

I Base Fee: This is the fee for the buyer services you get from Mubert.

I Handling Fee: For some transactions on **Mubert Streams**, the total checkout price may include a handling fee.

I Taxes: Some transactions on **Mubert Streams** may be subject to tax added to the price.

## **CURRENCY CONVERSION COSTS**

You are responsible for all currency conversion fees relating to transactions on **Mubert Streams**. Your financial institution is the one that converts the currency so that it may charge you additional fees.

## **TERMS OF REMIXES' USE**

When you use any Remix from **Mubert Streams** in your stream, you're doing so on the following terms:

- I you warrant that you have read the License,
- I once you got a link to the Item, you acquire a license to use the Item under the terms set out in the License,
- I we retain ownership of the Item.

## **TAXES**

Prices, fees, and charges are otherwise inclusive of other applicable taxes. You are responsible for paying all such taxes and imposts associated with your use of **Mubert Streams** wherever levied. Your responsibility includes withholding tax if it applies — unless we are already processing that withholding tax.

## **REFUNDS**

Given the nature of digital content, no refund will be issued for the purchase.

## **INTELLECTUAL PROPERTY**

We own all the Mubert software and all the content we have put on the **Mubert Streams** Platform: Mubert websites and Mubert Web App, copyright, trademarks, designs, and other intellectual property. You may not copy, distribute, modify, or make derivative works of any of our Mubert Content or use any of our intellectual property in any way not expressly stated in the License.

## **PRIVACY**

We respect your privacy and process your personal information following our Privacy Policy. Our Privacy Policy explains how we deal with your information.

## **CONTENT REMOVAL**

We can remove any of the content for any reason at our discretion.

## **BLOCKING A BUYER**

We may block you, terminate any of your Mubert accounts, or refuse to process a payment, including withholding your account balance indefinitely, if we reasonably believe there is a risk associated with you, your Mubert account, or that payment, including if it breaches a law or regulation.

## **LIABILITY**

Mubert may not be held liable in case of any damages, direct or incidental, including but not limited to profit or customer loss, loss of data, or information, all Purchases being advised to store a backup of their data.

## **TERMS OF USE MODIFICATION**

Mubert may modify these Terms of Use at any time.

## **SEVERABILITY**

In the event that one of the clauses of the Terms of Use is held to be invalid, you and Mubert agree that the other clauses shall remain valid and that the License will remain in full force and effect.

## **APPLICABLE LAW**

These Terms of Use are governed by the laws of the state of California, USA. Any dispute relating to their interpretation and/or their execution shall be referred to the USA jurisdictions, excluding any other competent jurisdiction.

## **Definitions:**

**Stream** — use (play and publish) a Remix.

**Buyer** — you, a person who ‘buys’ Remixes on **Mubert Streams** by creating an account and accepting these terms.

**Stream, Streaming** — an activity where you record yourselves doing all kinds of stuff to a live audience online.

**Subscription** — once you've paid the fee, this will be the period when you can download and use Remixes.

**Premium Subscription Fee** — the amount of payment for the Premium Subscription Period.

**Subscription Period** — a period during which you have the right to use our beautiful Mubert site and APP.

**Remix, Item** — it's just our music, the music we create for you.

**Mubert Streams** — this website, part of the Mubert App Platform for buying music.

**Mubert Account** — a digital record you receive when you become a Member, which gives you access to any of Mubert Streams.

**Handling Fee** — the fee buyers may pay for the Subscription when using specific payment methods.

**Items** — digital goods found on Mubert Streams, namely, music and audio.

**Payment Method** — any payment agent or method we make available on Mubert Streams.

Version 0.0 – Effective date: October 10, 2020.