

Terms of Usage

1. This Agreement governs the relationship between Kami Records Ltd, trading as Kami Records ('us/we/our') and _____ ('you/your/the Artist') in respect of any musical works or sound recordings ('Works') that you submit to us for inclusion in any of the services ('Service') as defined on www.kamirecords.co, in writing or verbally agreed.

2. Grant of Rights.

2.1 In consideration of the sums payable to you and the services provided by us pursuant to this Agreement, you grant to us and our licensees for the term of this Agreement:

A) a non-exclusive world-wide licence to use, reproduce, distribute, display, publicly perform, exhibit, broadcast and transmit and make available by all means and media (whether now known or existing in the future) the Works for distribution in the Service and for all promotional purposes including without limitation for the purposes of internet radio broadcast; and use, reproduce and display in the Service any trade marks, service marks or trade names relating to you and the name and likeness of you and the band/artist whose performances are embodied in the Works; and where you subscribe to our PPL Airplay Royalty Registration Service you additionally grant to us in respect of the Works for the term of this Agreement:

B) a royalty free, world-wide exclusive licence of the following rights as these rights are defined in the 1988 Copyright, Designs and Patents Act:

- The Performing Right
- The Dubbing Right
- The New Media Communication Right
- The New Media Dubbing Right
- The Foreign Rights Management Right
- The International New Media Communication Right
- The International New Media Dubbing Right

3. You grant to us (on behalf of yourself) all necessary consents under the Copyright, Designs and Patents Act 1988 ('Act') and any modification or re-enactment thereof to enable us to make the fullest possible use of the Works in accordance with the provisions of this Agreement including without limitation any and all consents required under Part II of the Act. The Artist will hold copyright at all times.

4. Standard Service prices shall be listed at www.kamirecords.co, agree verbally or in writing. Services carried out shall be as listed on www.kamirecords.co at time of purchase. We reserve the right to renegotiate payment amount in the event that additional non-standard services are requested. In such case all prices shall be agreed by both parties in writing and paid in full before commencement. We are not obliged to provide any services above and beyond what has been paid for. Upon third party failure to fulfil service we shall assist with 'best endeavours' but are not responsible or liable for such failure.

5. Payment shall only be made to You if accumulated outstanding earnings exceed 25 USD. This threshold shall be carried over until such a time as it is attained. Only monies earned within the preceding months shall be paid and only if received from retailer/licensee. As regards royalty payment to You, any transaction charges shall be passed on. You agree that Your user account and revenue may be frozen at Our discretion if We believe that materials submitted to Us by You are illegal, fraudulent or violate the terms of service of Kami Records or any of Our partners. If such submitted material is found to be as the previous sentence then service fees paid to Us and also subsequent royalties shall be forfeited. You agree that royalty payments will only be made once We have received appropriate and verified licensing documents to cover the volume of sales in appropriate territories.

6. You warrant, agree and undertake both on behalf of yourself that the Works are original to you and have not been copied from any third party; the Works do not infringe any copyright, trademark or other proprietary or intellectual property rights of any third party or include any material which are defamatory of any party or obscene; you are not under any disability, restriction or prohibition, whether contractual or otherwise with respect to your right, power and authority to enter into and perform this Agreement and grant the rights herein expressed to be granted to us and in particular, the Works do not contain any viruses or other programming routines that detrimentally interfere with computer systems or data. You warrant that you have obtained appropriate licensing for cover versions for release within territories needing such.

7. You agree to indemnify and reimburse Us in full via Your royalty balance and/or separate payment against any claims, liabilities, damages, losses or expenses (including legal fees) suffered or incurred by us as a result of your breach of any of the warranties or undertakings in this Agreement, or any claims by any third party including but not limited to claims for payment of outstanding debts for services provided or goods supplied by such third parties.

8. We have the right to terminate this Agreement immediately if We believe You are engaging in fraudulent or illegal activity, or following any behaviour deemed by Us as threatening, disrespectful, unprofessional or otherwise carried

out by You or any associated parties. Any breach of our terms and conditions by You would result in a non refund of payment. Refund shall only be given if We are proven to be in direct violation of this Agreement.

9. The Artist will submit all content in a Work within a reasonable and pre-agreed time for release and distribution in an agreed format. Upon late submission We shall try best endeavours to perform the agreed Services. We are not obliged to commence Services before receipt of ALL necessary content. Kami Records is not responsible for third-party failure to make content commercially available, remove content from sale, adhere to instructions submitted or fulfil any action requested in any way by You or Us.

10. The Artist and representatives shall at all times refer to available help material before contacting us. This includes all known resources provided by us, including but not limited to help documents, online data, written and oral advice. Subject to our discretion, violation of this will lead to Agreement cancellation after one written warning from us.

11. Each party to this agreement shall keep confidential all information disclosed within the agreement and up to two years after termination.

12. You shall provide accurate contact details for you and/or your representative(s). If supplied payment details are inaccurate any monies paid towards You using these incorrect details shall be forfeited.

13. In the event that we are required to perform Catco/PPL registration on your behalf you grant us permission to act as rights holder for all submitted tracks. This copyright is for purely administrative purposes and is a legal requirement of the PPL. This does not affect any other copyrights mentioned in this Agreement.

14. Neither party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to 'acts of God', war, civil commotion or industrial dispute. If such act shall make performance of this Agreement impossible for more than three months shall be treated as frustrated and terminated at that date.

15. This Agreement constitutes the entire agreement between us in respect of the subject matter of it and no terms, obligations, representations, promises or conditions, oral or written, express or implied have been made or relied upon, other than those contained in it. The provisions contained in each clause and sub-clause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

16. This Agreement shall be construed and performed in all respects in accordance with and shall be governed by the laws of international and the parties irrevocably submit to the exclusive jurisdiction courts. In the event of a dispute between the Parties arising out of this deed, they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

17. Unless terminated under clause 8 the term of this Agreement shall be one year from the Effective Date written below and will automatically renew for successive one year periods unless either Party provides written notice to the other Party to terminate this Agreement at least 30 days before the next anniversary of this Agreement.

18. The Parties agree that no third party will acquire any third party rights under this contract, and the provisions of the Contracts (Rights of Third Parties Rights) Act 1999 are expressly excluded.

19. Fair Use defines the Customer using the product or services consistent with normal patterns of usage for the type of Customer and not to exceed, on a repetitive basis, the normal usage patterns associated with the type of Customer.

Privacy Policy

We value your information very much. In this Privacy Policy, we want to help you understand how we treat the information you have shared with us through Kami Records, including our services, our websites in the Kami Records domain, our blog, as well as our software (collectively the “Services”). This way, you can make informed decisions about the relationship between us and you. So please read it carefully.

By using our Services, you agree to the terms and conditions set forth in this Privacy Policy. This Privacy Policy is incorporated into, and is subject to, our Terms of Service. Throughout this Privacy Policy, we will also refer to terms defined in our Terms of Service.

Your Information

In order to provide you with our Services, we need to collect information from you to best serve your needs. Therefore, we may collect various types of information through the Services we provide. You can rest assured, we strictly use your “Personal Information” (i.e. information that personally identifies you or could be used to personally identify you) to provide the Services. We may also process Personal Information upon your consent.

What you share with us

When you use our Services, you may share with us and we may collect Personal Information which include (but is not limited to) the following:

- Your email address when you subscribe to our blog;
- Your last name, first name, email address and mailing address when you create an account;
- Your payment information when you buy a paid subscription;
- Your language of preference, subscription plan, billing information, mastering history and promotional code associated with your account, where applicable;
- Your files, content, configuration parameters and other information (your “Data”), including your photos, audio files, production preferences, structural data and emails as well as ancillary information (for example, musical style or type of instrument);
- Your list of contacts, if you grant us access;

- Your visitor profile on our website and blog;
- Your interactions with us, whether by email, on our blog or on our social media platforms.

What is shared with us through our Services

We may also collect the following information when you use our Services:

- We collect information on the devices that you use to access our Services. This information includes things like your IP address, web browser and the device that you use, the webpage that linked you to our sites and the identifiers associated with your devices. If you have activated the location service parameters on your devices, these can also send us information about your geographical location;
- We use “cookies” to collect information and to operate and improve our Services. A cookie is a small data file that we store on your electronic device. We may use “persistent cookies” to record your email and password for when you log on to our Services in the future. We may use “session identifier cookies” to activate certain features of the Services, to better understand and improve your experience with the Services, to track data about the overall use of the Services (length of visits, number of users, etc.) and to optimize the marketing of our Services;
- Most web browsers allow you to refuse cookies, or ask for your consent before you accept cookies. However, if you do not accept cookies, you might not be able to use all of our Services’ features;
- We may also combine information that we collect through our Services with information that we collect from other sources. For example, if you log on to your Kami Records account through Facebook, you give us access to information associated with your Facebook profile.

How we treat Your Information

We take matters regarding your information very seriously. We make sure that we use your Personal Information only when we absolutely need it to fulfil our duties to you and only give access to those employees who need to have access to it to fulfil their duties to you.

Therefore, we may use the information that we collect in a variety of ways to provide the Services, including:

- To authenticate you when you log on to your account or the blog;
- To provide you with the requested subscription and to proceed with payment;
- To access, store and analyze your Data so that you may enjoy our Services;

- To activate certain features, like previews, editing, sharing and song searches. For example, if you give us access to your contacts, we can store that information to simplify some of your interactions, like sharing your Data or sending out emails or invitations to use our Services;
- To understand and analyze the usage trends and preferences of our users, to improve the Services, and to develop new products, services, features, and functionalities;
- To improve the performance of our mastering algorithm and music engine based on the music you upload. You, the musician, retains ownership, copyright, and publishing rights of your music;
- To follow up on any question and request for assistance or information;
- To understand your needs and preferences, and to assess your level of satisfaction with our Services;
- To send you updates on our products, services, news and events and to follow up on our offers, promotions or contests (for example, to send you your referral credits when you have referred someone to our Services), to the extent permitted by applicable law;
- To comply with legal and regulatory requirements, where applicable.

How we may share Your Information

Don't worry, your Personal Information is in safe hands. We absolutely do not sell or market your Personal Information to third parties. Your Data is yours. However, to provide you the Services, we may share certain information that we collect from you in the following manner:

- Within our family of companies, including parents, corporate, affiliates, subsidiaries, business units and other companies that share common ownership;
- To our service providers or partners, so that they can help us provide, improve and promote our Services, but only when they require such information to perform their services. We may provide Personal Information to our providers and partners to process it for us based on our instruction and in compliance with our privacy policy;
- For business transactions relating to any reorganization, merger, sale of assets, funding or acquisition of all or part of our activities by another corporation, including in the context of a due diligence or closing process;
- In all cases where sharing your information is permitted or required by applicable law (for example, court order, situation that threatens the life, health or safety of an individual).

When we share your Personal Information to third parties, we take reasonable measures to ensure that those third parties follow the rules in this Privacy Policy, and that they provide sufficient guarantees to implement the appropriate technical and organizational measures.

We may share certain automatically-collected, aggregated, or otherwise non-personally-identifiable information with third parties for various purposes, including (i) for following various reporting obligations; (ii) for business or marketing purposes; or (iii) to assist such parties in understanding your interests, habits, and usage patterns for certain programs, content, services, and/or functionality available through the Services. In short, whenever we share your information with others, it is to best serve your needs.

Your Preferences

To give you the ability to control how you share your information with us, we offer you various options. Here are a few:

- You may be able to access or register for the Services through third parties (each, an “Integrated Service”), such as through your Facebook account, or otherwise allow an Integrated Service to provide Personal Information or other information to us. By allowing us to connect with an Integrated Service, you authorize us to access and store your name, email address(es), and other information that the Integrated Service shares with us, and to use and disclose it according to this Privacy Policy. You should check your privacy settings on each Integrated Service to find out what information is shared with us, and make changes according to your preferences. Please review each Integrated Service’s terms of use and privacy policies carefully before using their services to connect to our Services;
- You can edit your contact information and language of communication at all times. This is the best way to ensure that your Personal Information is accurate and up to date;
- You can change your password at all times;
- You can subscribe and unsubscribe to our promotional offers;
- You can log out of your account securely by clicking on the “Log Out” button;
- You can delete your account at all times by contacting our customer support team at support@kamirecords.com.

Other Websites and Social Media

Our website and blog may have links to third party websites like Facebook, Twitter, Tumblr, Instagram, SoundCloud or others. We can't control or be held responsible for the privacy practices of these third parties. Some features, such as data sharing, offer you the possibility of granting third parties access to your information. For example, through API interfaces. Please be aware that how these third parties handle your information is under the privacy policies of those third parties. Also bear in mind that anyone may read, collect and use information that you publish in a public forum such as our blog or on social media.

Referral Campaigns

We may from time to time invite you to share a promotional offer or to refer our Services to members of your family or close friends. In such cases, please make sure that the people you refer us to are indeed members of your family (spouse, common-law partner, parent or child) or are people with whom you have a personal relationship (frequent communications, shared affinities, opinions, etc.). We would really appreciate it if you referred us only to people you closely know who'd be interested in our Services.

How we manage Your Information

Kami Records may store or process your Personal Information in other countries where we have facilities or have third party service providers. By using the Service, you consent to the transfer of information to countries outside your country of residence, including the United States. Therefore, your Personal Information may be subject to data protection and privacy laws different than in your country. While such information is outside of Canada, it is subject to the laws of the country in which it is held, and may be subject to disclosure to the governments, courts or law enforcement or regulatory agencies of such other country, in accordance to the laws of such country. However, our practices regarding your Personal Information will always be governed by this Privacy Policy and, if applicable, we will comply with the General Data Protection Regulation ("GDPR") requirements, providing adequate protection for the transfer of Personal Information from the EU/EEA to a third country. Information can also be stored locally on the devices that you use to access our Services.

We store your Data as long as we need it to provide the Services to you, or as required by applicable laws, regulations, or government orders. If you delete your account, we will also delete all of your Personal Information. However, please note that: (1) there may be a delay before this information is deleted from our servers and our backup servers; and (2) our legal obligations might require us to retain some information. With the exception of paid accounts, we reserve the right to delete your account if you fail to access our Services for twelve (12) consecutive months. Before deleting your account, we will send you a notice to your email address.

Children

Our Services are not intended for children under 13 years of age and we never knowingly collect any Personal Information from children under 13. If we learn that we have collected Personal Information on a child under 13 years of age without first having received the authorization of a parent or guardian, we will take the necessary measures to promptly remove that information.

Security

We are very committed to protecting your Personal Information. We follow generally accepted industry standards to protect the information you submit to us, both during transmission and once we receive it. We maintain appropriate physical, technical and administrative safeguards to protect your Personal Information against accidental or unlawful destruction, accidental loss, unauthorized alteration, unauthorized disclosure or access, misuse, and any other unlawful form of processing of your Personal Information in our possession. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. We cannot ensure or warrant the security of any information you transmit to us or store on the Service, and you do so at your own risk. We also cannot guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or administrative safeguards. If you believe your Personal Information has been compromised, please contact us as described in the "Contact Information" section. If we learn of a security systems breach, we will inform you and the authorities of the occurrence of the breach in accordance with applicable law.

Right to Access and Correct

Your Personal Information is 100% yours and you have the right to access or request to correct whatever Personal Information you have shared with us at any time by writing to us.

Under the GDPR, you may have additional rights, including: (i) the right to withdraw consent to processing where processing requires consent; (ii) the right to access your Personal Information and certain other supplementary information, under certain conditions; (iii) the right to refuse unlawful data processing, under certain conditions; (iv) the right to remove Personal Information about you, under certain conditions; (v) the right to demand that we limit the processing of your Personal Information, under certain conditions, if you believe we have exceeded the legitimate basis for processing, processing is no longer necessary, are processing, or believe your Personal Information is inaccurate; (vi) the right to move, copy, or transfer (i.e., data portability) of your Personal Information that you provided us in a structured, commonly used, and machine-readable format, under certain conditions; (vii) the right to refuse automated procedures that may have legal effects for you, under certain conditions; (viii) the right to send a complaint to data protection authorities. If you want to learn more about your rights under the GDPR, you can visit the European Commission's page on Data Protection at: https://ec.europa.eu/info/law/law-topic/data-protection_en.

Update

Our Privacy Policy may be changed occasionally depending on how Kami Records changes. This doesn't mean that your Personal Information will be at any risk. If we make any such change, we will post a notice to that effect on our website to inform you of the date on which these amendments will come into effect. Therefore, we suggest you keep an eye on our website to stay informed of any possible updates. If you continue using our Services after the changes to our Privacy Policy comes to effect, we will understand it as you acknowledging and accepting the changes. The date of the last update is the one that appears at the bottom of the following page.

Contact Information

If you have any comments, any questions or any inquiry about this Policy or your Personal Information, or if you want to obtain information about our policies and practices with respect to any service providers outside, please contact our by email using the following contact information:

Kami Records.

support@kamirecords.co

This Privacy Policy was last updated on April 30, 2020.