

Subscription Terms for MusiCure Stream

Last modified: 21 October 2017

1. Subscription Agreement

GENERAL

These subscription terms apply to subscriptions to MusiCure Stream, as described on the Site (www.musicurestream.com), developed and offered by the Danish company Gefion Records ApS.

A subscription agreement at www.musicurestream.com includes:

MusiCure Streaming subscription that gives access to over 30 hours of specially designed music and nature film programs.

The programs can be streamed directly through the 4 channels of the service:

- MusiCure music
- MusiCure Nature films
- Procedure
- MusiCure Night/sleep channel

All MusiCure Stream's contents of images, text, video and audio files is owned and managed by Gefion Records ApS. It is the Subscriber's obligation to read and accept the subscription terms and conditions of MusiCure Stream at any time.

The subscription formally takes effect once the Subscriber has been registered as a user and thereby accepts the Terms and Conditions for the Subscription to MusiCure Stream.

= Symbol for 'My Account' with information about your subscription



The subscriber can click on his own account at any time, where the above shown symbol appears next to the subscriber's name in the top right side of the user interface page. Here you can view and print the invoices as well as get answers to questions under the FAQ link. The footer contains our contact information and email address where you can write to contact@musicure.com and unsubscribe, or ask questions about your account.

2. Communication between the parties

MusiCure Stream does not send out regular mails to subscribers every month, but all information is always available under one's account information (see above) and you can contact us at any time at this email address:

contact@musicure.com

In the event that there are notifications from MusiCure Stream to the Subscriber regarding the subscription agreement, these will be sent by e-mail to the e-mail address provided by the Subscriber upon entering the subscription agreement.

Messages from MusiCure Stream could include: notices regarding the subscription agreement, including notification of changes to terms and prices.

If the Subscriber changes e-mail address, the Subscriber must immediately give notice about the change and insert the new email address in his/hers MusiCure Stream profile under account details.

By clicking the 'My Account' wheel:



3. Right of withdrawal

FOR SUBSCRIBERS

There is always a one month free trial period built into a subscription and the subscriber can cancel the subscription by sending an email to contact@musicure.com 29 days after subscription was made.

The e-mail must contain clear name and email address used in the original subscription, as well as a sentence saying 'I want to cancel my subscription to MusiCure Stream'.

4. Parties to the agreement

The parties to this agreement are the Subscriber and MusiCure Stream under Gefion Records ApS.

The subscriber is in all respects responsible for compliance with the subscription terms. The subscriber is liable for payment for the services provided under the subscription agreement.

5. Address Information

REGISTRATION AND CHANGE

All types of Subscribers, whether individual companies, private or larger companies or organizations, or private individuals shall provide MusiCure Stream with name, e-mail address, private or corporate address and company registration number, if any.

The subscriber must document the accuracy of the information on MusiCure Streams's request.

The information and MusiCure Streams's registrations are based on the subscription relationship until notice is given.

For address changes, etc. the Subscriber shall immediately notify MusiCure Stream by e-mail or at the Subscriber's account management page at MusiCure Stream.

6. Information about the renewal and deletion of card number

In case of loss and expiration of payment cards or expiration of the same, the card is deactivated and the platform notifies you of entering data for new card numbers before the service is reactivated and the contents can be viewed.

To change data for payment cards:

You log in and tap 'Your Account', after which you can enter data for new debit cards.

7. Delivery time

As soon as the Subscriber has accepted Subscription Terms and Conditions and the MusiCure Stream Terms and Conditions, access to all contents of music and films is provided by personal username and password, sent immediately to subscriber by E-mail.

8. Mobile devices

MusiCure Stream disclaims any responsibility for whether mobile devices can always access www.MusiCurestream.com

Please note that payment for data traffic is the sole responsibility of the subscriber and that this is a matter between the Subscriber and his telecommunications company.

1. MusiCure Stream can be used from abroad via PC and also from mobile devices via foreign service providers (roaming) networks, but be aware that it may be associated with additional charges to use these services.

MusiCure Stream is not responsible for any technical issues, malfunctions or dysfunctions associated with the mobile devices or errors caused by missing updates of mobile software, browsers or other software embedded in the mobile devices.

MusiCure Stream is not responsible for coverage, quality, security and provision of services, etc. in mobile networks. MusiCure Stream is not responsible for the use of customer data by foreign service providers. Subscribers are responsible for their devices being supported.

9. Customer Information

Personal Data or Institution Data and Caller ID: The Subscriber is responsible for that the subscription is based on the data provided, not violating third party rights.

All data highlighted with a star in the subscription profile information form is required to be entered to complete to subscription.

10. Prices

MusiCure Stream sets prices for services under the Subscription Agreement.

Prices can be adjusted over time, as the cost of operating MusiCure Stream may change. The notice period for price increases is a minimum of 1 month.

11. Payment

Subscriptions are settled for private subscriptions for a minimum of one (1) month as prepayment for the subscription, payment for major companies and institutions is six (6 months), unless otherwise agreed. MusiCure Stream reserves the right to charge a cancellation fee for non-payment, as well as a fee for re-opening after any barring.

Payment is due in EURO.

If the agreed subscription payment is not made in good time in accordance with the terms of payment, the Subscriber will receive a reminder and if the payment is not refunded within the date specified on the reminder. Access to MusiCure Stream user interface will be suspended until payment of subscription occurs.

The barring period can last for a maximum of 3 months, after which the subscription is terminated.

12. Reservations

The site, and services in it, may be down for short periods of time, due to maintenance or for other reasons.

MusiCure Stream takes no responsibility for errors caused by force majeure (war, earthquake, rebellion, theft, nuclear damage, renewable power failure, etc.), transmission delays, line connection errors, or errors caused by telecommunications companies, computers or mobile devices with malfunctions.

In addition, the Site can not be guaranteed to work impeccably forever, since there may temporarily be viruses or other malicious attacks to be restored.

MusiCure Stream reserves the right to continuously change the Site, its services and settings, all in the best sense and to the benefit of the Site's Subscribers.

13. Data loss

CAUSED BY ERRORS ON THE SITE

By accepting the "MusiCure Stream Terms and Conditions", the Subscriber agrees not to hold MusiCure Stream responsible for any loss resulting from site malfunctions, site delays, site dysfunctionality, temporary crashes or similar.

14. Defaults

CUSTOMER'S BREACH OF AGREEMENT

In the event of the Subscriber's material breach of obligations under the Subscription Agreement, MusiCure Stream is entitled to discontinue the Subscriber's connections to MusiCure Stream, or limit the Subscriber's use of the Service.

The following conditions can be considered as material breach:

A. The subscriber ceases his payments, requests or declares bankruptcy, liquidates or otherwise appears to be insolvent or similarly and are presumed to be unable to meet his obligations.

B. The Subscriber does not comply with the 'MusiCure Stream' Terms and Conditions.

C. The subscriber delivers incorrect information or fails to notify change of address or e-mail address or fails to reply to contact sent via normal channels such as telephone, e-mail, letter, etc.

D. The subscriber is harassing MusiCure Stream or Gefion Records ApS employees or, in his behavior, causes disturbances of MusiCure Stream.

If the Subscriber corrects the breach that caused the interrupt, the connection can be reopened immediately afterwards.

If the Subscriber does not correct the breach that caused the interruption, MusiCure Stream may terminate the subscription agreement without further notice.

15. Error correction

In case of failure or errors MusiCure Stream seeks as soon as possible to correct this with their technical content distributor and customer support and resolve errors or malfunctions, and inform the subscriber about the action. We ask for understanding that errors may occur and we ensure that the error is corrected as soon as possible.

16. Force majeure

MusiCure Stream is not required to provide compensation if the lack of delivery or failure in connection with our service, etc. due to circumstances beyond the control of the MusiCure Stream Service provider.

Including - but not limited to - lightning, flooding, fire, war, strike and lockout, including strike and lockout among Gefion Records ApS's own employees.

17. Transfer

OF THE SUBSCRIPTION AGREEMENT

The Subscriber can not in any way transfer the subscription agreement to any new Subscriber or third party.

18. Termination

The Subscriber may terminate a Private Subscription Agreement whenever it suits the Subscriber. Termination occurs when the subscriber sends an email to contact@musicure.com. The subscription will then be interrupted immediately when MusiCure Stream has received the mail and the subscriber will by mail receive a confirmation of termination. However, MusiCure Stream's default notice period for major institutions, hospitals and companies is 6 months. By terminating an institution subscription and the right to use Musicure Stream, with access to streaming channels, ceases when the last paid subscription period ends with the 6 month notice. The same applies to any supplementary agreements on subscription forms or supplementary benefits, unless otherwise specified in any special additional terms.

Already paid subscription will not be refunded.

MusiCure Stream also reserves the right to:

- to reject incoming and outgoing e-mails which are considered to be infected with, for example, virus, spam or phishing.
- blocking third party connections to services where the connection is deemed misused, for example to spread viruses, spam or phishing.

19. Terms and prices

AND AMENDMENTS TO THESE

MusiCure Stream may change the current Subscription Terms, and any Additional Terms, as well as Subscription Fees and Consumer Fees with a Notice of Minimum 1 Month Duration.

The changes will be notified to the Subscriber by e-mail at the Subscriber's e-mail address. Changes to the subscriber's purely beneficial nature, including, for example, general price reductions, may be made without prior notice.

20. Disputes and complaints

In the event of a dispute between the Subscriber and MusiCure Stream regarding conditions arising from the subscription agreement, the Subscriber may appeal to MusiCure Stream.

MusiCure Stream will, as a rule, take a decision on the matter within 1 month after the complaint has been lodged.

MusiCure Stream's decision can be brought before the Danish Maritime and Commercial Court, as well as the ordinary courts according to current rules.