

Terms and Conditions

Last modified: 4. November 2018

A prerequisite for activating MusiCure Stream is that 'Terms and Conditions' of the MusiCure Stream Site are read, approved and accepted.

In the following, these terms will be synonymous with MusiCure Stream/Gefion Records ApS: "We," "Us", "Site," or "Company."

We reserve the right to change, add or modify sections of the Terms and Conditions. Any change will be updated in this document, from which they can be viewed, and at the top of the first page it will then be shown when the last change has occurred.

PLEASE READ THIS "TERMS AND CONDITIONS" FOR **MusiCure Stream** CAREFULLY!

THE DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS ON THE SITE, ITS RESTRICTIONS AND RULES FOR HOW ANY DISPUTES ARE SOLVED!

1. Data for creating a SUBSCRIPTION PROFILE

When the Subscriber creates a profile and account at MusiCureStream.com the Subscriber shall:

- a) Provide exact, current and accurate (personal) data as a 'statutory declaration'
- b) Keep your password, account information and other confidential information secret to others
- c) update subscriber data and other important information so that they appear at all times as current and accurate
- d) successively be responsible for any use of account, profile and its contents

2. Ownership and responsibility FOR ALL CONTENTS AT MusiCure Stream

All content on MusiCure Stream.com including design and graphics, descriptive texts, video, data, music, sounds, trademarks etc. is owned by Gefion Records ApS and all copyrights for the music and the films belong to composer Niels Eje and film producer Inge Mulvad Eje.

The subscriber must thus comply with this registered ownership, rules on copyright and compliance with general Danish legislation, and solely answer to external authorities or third parties.

3. Trademarks

The trademark MusiCure "Music as Medicine" and all other MusiCure trademarks, including graphics, logo, design, code, database and services are an approved trademark in Denmark, Europe and the United States in accordance with the rules, registered under the Danish Patent and Trademark Office.

4. User responsibility and data

The Subscriber is not allowed to:

- collect or distribute other people's e-mail addresses or other contact information or personal data of other users through MusiCurestream.com for the purpose of using this data in an illegal errand.
- Use the Site for Illegal Purposes, or act in a manner that could harm or cause disadvantages to Gefion Records ApS.
- Use automated scripts to collect information or data from the Site.
- Create profiles in other people's, companies or others' names without their consent and permission.
- upload, transmit, send, share, store or otherwise make content available from the Site that may cause other users to receive "junk mail", "spam" "chain letters" or "pyramid games".
- upload, transmit, send, share, store or otherwise make content available from the Site, consisting of other users' personal data including addresses, phone numbers, e-mail addresses and credit card information - unless authorized.
- Use or attempt to use other users' accounts or profiles without permission.

5. Copyright

Infringement and Rights

Subscribers to MusiCurestream.com must respect the ownership and rights of the produced content (including video, audio, images, texts, graphics, etc.) according to the Danish laws.

If a copyright infringement or other violation of rights to the uploaded content takes place, it is the offender's right and duty to respond to it and initiate any judicial investigations between the parties.

In case of conflict, the parties may request Gefion Records ApS that the contentious content be quarantined until dispute or conflict is settled.

In the event of cancellation of any quarantine, documents that clearly and legally validate copyright and rights to the content shall be submitted.

The use of MusiCure music and nature films must only be done in accordance with the applicable rules for copyright-protected music, and application guidelines and prizes for performance in public can be found here:

<https://www.koda.dk/music-users>

<http://www.ncb.dk/index.php>

6. Exclusion:

CLOSING OF PROFILES AND ACCOUNTS

MusiCure Stream and Gefion Records ApS have the right to exclude Subscribers from the Site as well as to close accounts and profiles, including to remove all data a Subscriber has uploaded, if the Subscriber exceeds the Site Rules, or has attempted to cause neglect or damage to Gefion Records ApS, or another user on the Site.

If a Subscriber does not respond to requests from Gefion Records ApS, we will be able to close the Subscriber's Profile and account, which can be reopened if and when the dispute is solved and the subscription can be renewed.

7. Legal basis

In case of disputes with MusiCure Stream and Gefion Records ApS as one party, and if no solution can be found immediately in the conflict between the parties, a dispute will be handed over to the competent authority.

This will basically be the Danish Maritime and Commercial Court.

8. Termination of subscription

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.

Upon termination of an institutional subscription and the right of use to MusiCure Stream, 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 extraordinary benefits, unless otherwise specified in any special additional terms.

9. Questions

Questions about the Site, and the document "MusiCure Stream Terms and Conditions" or any other questions related to MusiCure, please write to: contact@musicure.com