

Pro-Demo Terms and Conditions

1. Overview

- a) Pro-Demo is a promotional site for the work of, and/or performance by artists and composers, as well as a listing for session musicians, technicians and producers and as such submission of a work, performance or registration details to the site DOES NOT constitute in any form a distribution, publishing, recording, management or licensing contract or agreement with the composer, artist or freelancer.
- b) Pro-Demo does not concern itself with, or bear any responsibility for, contract negotiations arising from contacts made between parties via the website.
- c) Pro-Demo does not impose fees or percentages for successful negotiations between the relevant parties.
- d) Both parties shall abide by and adhere to the terms and conditions set out in this agreement.
- e) Podcasting: Part of our service to our members is a regular podcast. By selecting the “podcast” check box members agree that Pro-Demo may use their work(s) in such podcasts, subject to the terms specified further in these terms and conditions.
- f) Pro-Demo Pro membership is available to any registered Pro-Demo member but does not, in itself, constitute in any form a distribution, publishing, recording, management or licensing contract or agreement with the composer, artist or freelancer. Pro-Demo Pro members will be eligible for the additional services described elsewhere in this document and some of these services are subject to separate agreements.

2. The Composer

- a) Hereby warrants and declares that the composer(s) making the registration is (are) the sole and only copyright owner(s) of the work(s) or that the composer is the joint copyright owner in conjunction with other composers specified in the Pro-Demo composer registration and that
- b) The composer(s) has (have) no other contract or agreement in place with regard to the work(s) that would prohibit the promotion and/or digital broadcast of the work(s) on this website and database and that
- c) The composer is not subject to, or in receipt of, any claim or legal action by a third party regarding the work(s).

3. The Artist or Group/Band

- a) Declares and warrants that the details supplied are both true and accurate and that they are not subject to any third party contract that would prohibit their inclusion in the Pro-Demo database and web site.
- b) Artists, groups or bands who are subject to management or promotional contracts may be included in Pro-Demo on condition that they have written permission so to do and that that permission is made available to Pro-Demo.

c) Any musical work submitted for inclusion in the Pro-Demo database and web site is a composition written by the artist, group or band or is used with permission of the composer(s) either directly or by declaration to the relevant copyright authority.

4. The Freelancer

a) Pro-Demo does accept any responsibility for, or make any claims concerning, the quality and performance of a freelancer listed in the database and website.

5. Pro-Demo

a) Declares and warrants that the work(s) and details submitted for inclusion in the Pro-Demo database and web site shall not be used for any purpose other than that of the specific promotion of the client within the scope of Pro-Demo and shall not be made available to any third party, other than via the company website, for any other purpose and that

b) Pro-Demo, it's employees and representatives shall not, in any way use or represent the works or details supplied to them for financial gain outside of the terms of the Pro-Demo database and web site and that

c) The work(s) shall not be represented in any way as being the work(s) of either a third party or of the company itself and that the composer shall at all times be represented as such within the company website and that

d) In the event that a company makes enquiries to Pro-Demo and not to the member directly that all such contacts and inquiries shall be passed on to the member by e-mail within a period of forty eight (48) hours of receipt.

6. Podcast Terms and Conditions

a) On registration, if a member selects the "Podcast" check box they are accepting these terms and conditions relating to the use of their music in a Pro-Demo podcast.

b) Pro-Demo may use any musical work, identified as available for podcasting, in its database for broadcast in a podcast without seeking further or additional permission from the owner of that work other than the original acceptance of these terms and conditions.

c) The member grants Pro-Demo the world wide, non-exclusive, royalty free right to include such work(s) as part of a collective work created by Pro-Demo and to allow the broadcast of that work by Pro-Demo only.

d) Pro-Demo will not supply any individual musical work to any third party podcaster for re-broadcast in a third party podcast.

e) Pro-Demo will correctly and accurately identify the performer and owner of each individual musical work used in a Pro-Demo podcast on the relevant supporting web page, show notes or other documentation together with the relevant links and/or contact information.

f) Acceptance of these terms and conditions embodies acceptance of the fact that the member may make no financial claim against Pro-Demo for any performing rights or royalties, mechanical rights or royalties and any rights or royalties associated with any form of digital broadcast.

g) Pro-Demo will not sell, re-broadcast or distribute any work(s) individually for financial gain.

h) Acceptance of these terms and conditions DOES NOT alter in any way whatsoever the inherent rights of the composer and / or performer of any individual work(s) to be identified as such in any circumstances.

7. Pro-Demo Pro membership

a) Pro-Demo Pro membership is available to any Pro-Demo member on payment of the yearly subscription fee of €149.00. This fee entitles members to the additional services described elsewhere on the website but does not, in itself constitute in any form a distribution, publishing, recording, management or licensing contract or agreement with the composer, artist or freelancer. The subscription fee entitles members to: -

- i). Unlimited number of works in the database.
- ii). Direct access to their own page on Pro-Demo and editing of the details on that page.
- iii). Additional information in their database record, including the posting of announcements or Newsflashes.
- iv). The option to specify tracks as available for licensing.
- v). Eligibility for digital distribution of their work(s).
- vi). Eligibility for Data Traffic information.
- vii). Access to direct consultation on music related issues and access to legal help and advice from Pro-Demo approved legal experts.

b) Pro-Demo Pro members may present works for consideration for digital distribution by Pro-Demo under the terms of the Pro-Demo Digital Distribution Agreement. Pro-Demo will only accept works for such distribution that satisfy the criteria on quality and legality imposed on Pro-Demo by its 3rd party online retail outlets.

c) The Pro-Demo Digital Distribution Agreement is a separate and specific agreement based on an artist or composers individual works and acceptance of these Terms and Conditions does not constitute or imply acceptance of the Pro-Demo Digital Distribution Agreement.

d) Availability for License. Pro-Demo Pro members may indicate works that they wish to make available for 3rd party licensing in the various worldwide territories. Works indicated by the member as available for such licensing must be free for this purpose and Pro-Demo does not accept responsibility for any claims arising from 3rd party agreements that the member may have.

e) Pro-Demo does not in any way involve itself with any licensing agreement that may arise from Pro-Demo Pro membership nor does it make any financial claims against any of the parties making such agreements.

8. General Terms and Conditions

a) Pro-Demo cannot be held liable or responsible for false information or registration details supplied by applicants and

b) Pro-Demo accepts no responsibility for 3rd party claims between any registered users and clients.

c) The company reserves the right to refuse a work(s) or submission for inclusion on the website and

d) Pro-Demo will not accept any work(s) or submissions that the company feels may be offensive or which may contravene laws of decency or which promotes a racial motive or ideal.

e) Pro-Demo will not accept any music or video track that is not the original work of the member concerned.

f) While the company makes every effort to protect and secure the work(s) and details presented on the website and stored within the database the company cannot be responsible for any copying or piracy of the work(s) or details by third parties.

g) In the case of a claim being made against a Pro-Demo client during the period of his/her registration and inclusion in the database and web site, Pro-Demo will supply details of the original date of registration and acceptance to the relevant parties. Such registration cannot be construed as a copyright registration in itself but may be used as evidence of ownership at a specific time.

h) Any work(s) or personal details submitted to the company for inclusion on the database and the website are done so solely at the composers, artists, band or groups own risk.

i) These Terms and Conditions do not imply or constitute a distribution, publishing or licensing agreement with respect to the work(s) and the composer, artist, band or group shall be free at all times to negotiate with third parties with regard to the work(s) regardless of whether or not that contact has been made via Pro-Demo.

j) The composer, artist band or group may withdraw the work(s) and details from the database and web site at any time.

k) Pro-Demo reserves the right to change or modify these terms and conditions at any time and such changes or modifications shall be effective on posting on the Pro-Demo website. Members agree to accept and be bound by any such changes or modifications upon posting.

Pro-Demo

Ploeglaan 28

3755HT Eemnes

Holland

Tel : +31 (0)35 523 0514

Fax : +31 (0)35 533 6785

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