



## Gtracks and GtracksTV Terms of Use

Effective Date: 29<sup>th</sup> January 2024

Please read and agree to our Terms of Use before using Gtracks.

For artists and labels:

I hereby give Gtracks the right to host the music I upload, stream and sell it on my behalf.

1. I agree that I have the right to use all samples, loops, artwork and videos associated with music I upload to Gtracks and nothing I upload infringes any patents, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty.
2. I will only upload cover songs for which I have obtained all permissions and authorisations in writing.  
These requirements apply whether selling the music or giving it away.

*Help to do this is available at providers like [Easy Song](#)*

3. I accept total responsibility to distribute agreed revenue shares to the owners of any rights associated with my music.
4. None of the content I upload will include any explicit language, images, or exploits people in a sexual or violent manner;
5. None of the content I will upload will contains software viruses or any other computer codes, files, or programmes that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorised access to any system, data, password or other information of Company or any third party.
6. I agree that I have the rights to any merchandise sold through Gtracks.
7. Gtracks is exempt from the above responsibilities and reserves the right to remove any account or content that contravenes this agreement.

How much does Gtracks cost?

We collect our 15 - 20% revenue share at the time of sale along with payment processor fees.

Please see our fees section below.

For Radio presenters and DJs



1. I agree to actively promote the artist's music downloaded from Gtracks on my radio and TV broadcasts and or at live events.
2. I agree to use the artist's music I download from Gtracks for my personal use only and sharing downloaded content with others will violate membership.
3. I agree to annually provide Gtracks with verification that I am still an active DJ/presenter.
3. Gtracks reserves the right to remove any account that contravenes the above commitment to this agreement.

For fans:

1. Gtracks will not pass on or re-sell your personal information to third-parties. Your personal information will only be used for the purposes of improving Gtracks and our users' experience and to send you our monthly newsletter and updates.

Please see our privacy policy for more information on how we collect, use, share and safeguard personal information.

2. When you buy something on Gtracks the artists, generally receive 75-80% of what you spend.

You can find out more by reading our Fair Trade Music Policy and the fees sections below.

**Please read these Terms of Use (“Agreement” or “Terms of Use”) carefully before using the services offered by International Gospel Media Ltd (“Company,” “we,” “us,” or “our”). This agreement sets forth the legally binding terms and conditions for your use of the Website at [Gtracks.net](http://Gtracks.net) (the “Site”) and the service owned and operated by company, including any mobile software applications offered or published by Company (collectively with the Site, the “Service”). By using the Site or Service in any manner, including but not limited to visiting or browsing the Site, you agree to be bound by these Terms of Use. These Terms of Use apply to all users of the Site or Service, including users who are also contributors of content, information, and other materials or services on the Site.**

## Acceptance of Terms



The provision of the Service is offered, contingent on the unaltered acceptance of all the terms and conditions contained herein (the "Terms of Use"). These Terms of Use also integrate the Intellectual Property Policy below, along with any other operational rules, policies, and procedures periodically published on the Site by the Company. Each of these is incorporated by reference into these Terms of Use and is subject to updates by the Company without prior notice to you. Additionally, certain services provided through the Service may be governed by additional terms and conditions established by the Company; your use of such services is subject to those additional terms and conditions, which are included in these Terms of Use by reference.

If you are utilising or establishing an account on behalf of a company, entity, organisation, band, or another musical group (referred to as an "Artist Entity"), you affirm that you: (i) are an authorised representative of that Artist Entity and any recording artists represented by such Artist Entity (a "Represented Artist") with the authority to bind such Artist Entity or Represented Artist to these Terms of Use; and (ii) agree to be bound by these Terms of Use on behalf of such Artist Entity and/or Represented Artist.

The Service is exclusively available to individuals who are at least 16 years old. You affirm and warrant that, if you are an individual, you are of legal age to form a binding contract, and that all registration information you submit is accurate and truthful. The Company reserves the right, at its sole discretion, to refuse the Service to any person or entity and modify its eligibility criteria at any time. This provision is void where prohibited by law, and access to the Service is revoked in such jurisdictions.

### **Modification of Terms of Use**

The Company retains the right, at its sole discretion, to amend or replace any of the terms in these Terms of Use, or alter, suspend, or terminate the Service (including the availability of any feature, database, or content) at any time. Such modifications will be communicated through a notice on the Site or via email. The Company may also impose restrictions on certain features and services or limit your access to parts or all of the Service without notice or liability. It is your responsibility to periodically review these Terms of Use for changes. Your continued use of the Service after the posting of any changes constitutes acceptance of those changes. However, modifications to these Terms of Use will not apply to any dispute between you and the Company that arose before the date of such modification.

### **Privacy**



Respecting your privacy is a priority for us. Please review our Privacy Policy below, which delineates how we collect, use, and share information when you use the Site and Services linked to this Privacy Policy.

**Rules and Conduct:**

As a condition of use, you commit not to employ the Service for any purpose prohibited by these Terms of Use. The Service, including any Content, is provided solely for your personal, non-commercial use (except for individual recording artists, collections of recording artists, Artist Entities, or Represented Artists selling Music, Merchandise, or other Content, as authorised through the Service). You are responsible for all activity in connection with the Service.

For the purposes of these Terms of Use, "Content" includes, without limitation, any User Submissions, videos, audio clips, written forum comments, information, data, text, photographs, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by the Company or its partners on or through the Service.

For instance, you shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit, or otherwise distribute or facilitate the distribution of any content on or through the Service, including without limitation any User Submission, that:

- Infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any other person or entity or violates any law or contractual duty.
- You know is false, misleading, untruthful, or inaccurate.
- Is unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane.
- Constitutes unauthorised or unsolicited advertising, junk or bulk e-mail ("spamming").
- Involves commercial activities and/or sales without the Company's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes.
- Exploits people in a sexual or violent manner.
- Contains software viruses or any other computer codes, files, or programs designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorised access to any system, data, password, or other information of the Company or any third party.
- Impersonates any person or entity, including any employee or representative of the Company.



**Additionally, you must not:**

- (i) Take any action that, as determined by the Company in its sole discretion, imposes an unreasonable or disproportionately large load on Company's (or its third-party providers') infrastructure;
- (ii) Interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service;
- (iii) Bypass any measures the Company may use to prevent or restrict access to the Service (or other accounts, computer systems, or networks connected to the Service);
- (iv) Run mail lists, Listserv, any form of auto-responder, or engage in "spam" on the Service;
- (v) Use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site.

You shall not (directly or indirectly):

- (i) Decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction;
- (ii) Modify, translate, or otherwise create derivative works of any part of the Service;
- (iii) Copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder.

You shall abide by all applicable local, state, national, and international laws and regulations.

The Company does not guarantee the availability of any Content or User Submissions (as defined below) on the Site or through the Service. The Company has no obligation to monitor the Site, Service, Content, or User Submissions. However, the Company reserves the right to:

- (i) Remove, edit, or modify any Content in its sole discretion, including without limitation any User Submissions, from the Site or Service at any time, without notice to you and for any reason;
- (ii) Remove or block any User Submissions from the Service.

The Company reserves the right to investigate and take appropriate legal action against anyone who, in the Company's sole discretion, violates this provision, including terminating your account and/or reporting such activity or Content to law enforcement authorities.

**Fan Personal Information**

Please refer to our Privacy Policy for information on how we collect, use, share, and safeguard personal information. The Company requires each Artist to agree to the terms



set forth in the next section of this Agreement. However, you acknowledge that the Company has no control over Artists' use of personal information about fans, such as your email address, country of residence, and zip/postal code ("Fan Information"). You further acknowledge and agree that Gtracks shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the Artists' use of such Fan Information.

#### **Fan Personal Information - Artists:**

In connection with certain features of the Service, including requiring fans to provide their e-mail addresses and other personal information to access the free download option, you may collect certain types of Fan Information. You acknowledge and agree that you will not disclose, rent, or sell any Fan Information to any third party. You will use the Fan Information only in connection with the Artist's mailing list or an Artist Subscription, providing fans with general information and news about the Artist. Any communication sent to the Artist's mailing list or in connection with the Artist Subscription will comply with e-mail marketing laws, including a mechanism for recipients to unsubscribe. You will promptly implement a recipient's request to opt-out of receiving e-mails and will not send any further e-mails to such opting-out recipient.

#### **Registration:**

You may browse the Site and view Content without registering, but to use certain aspects of the Service, you may need to register with the Company, selecting a password and screen name ("User ID"). You must provide accurate, complete, and updated registration information. Failure to do so constitutes a breach of these Terms of Use, resulting in immediate termination of your Company account. You must not:

- (i) Select or use as a User ID or domain a name of another person with the intent to impersonate that person;
- (ii) Use as a User ID or domain a name subject to any rights of a person other than you without appropriate authorization;
- (iii) Use as a User ID or domain a name that is otherwise offensive, vulgar, or obscene.

The Company reserves the right to refuse registration of, or cancel, a User ID and domain in its sole discretion. You are solely responsible for your account's activity and must maintain the confidentiality of your Company password. You shall never use another user's account without their express permission. Notify the Company promptly of any unauthorised use or account-related security breach you become aware of in writing.

#### **Fees and Payments – General:**

Gtracks enables fans to purchase Content from Artists, encompassing digital Content available through download and streaming (referred to as "Digital Content"), physical merchandise ("Merchandise"), and Artist Subscriptions. Each purchase is termed a "Transaction," with Digital Transactions involving Digital Content and Merchandise



Transactions involving Merchandise. Transactions may be conducted through Standard Payments or Enhanced Payments, detailed here. Gtracks, along with third-party payment processors, facilitates Transactions under this Agreement.

**Fees and Payments – Terms for Fans:**

Fans can buy products and/or services from Artists through the Site, such as Digital Content, Merchandise, and Artist Subscriptions. Inquiries about Merchandise Transactions should be directed to the relevant Artist. The Company is not responsible for Merchandise refunds, except as outlined in this Agreement. Sales of Digital Content are generally final, but in case of issues, fans can contact Gtracks for resolution. Gtracks may, at its discretion, credit or refund for Digital Content. The total Transaction price includes the product cost and applicable tax. Fans are responsible for paying all incurred fees and Sales Taxes.

For Artist Subscriptions, automatic renewal occurs unless cancelled before the subscription period ends. The cancellation becomes effective after the current subscription period concludes. Purchased Content may not be guaranteed perpetually due to potential removal based on copyright claims. Users are encouraged to promptly download purchased Content.

You warrant the ability to make full and immediate payment for requested products or services in a Transaction.

**Fees and Payments – Terms for Artists:**

Artists may sell products and/or services to fans through the Site, setting Prices at their discretion. Gtracks may redistribute copies of products to users in specific situations, without charging a new fee. Artists may need to open an account with a designated third-party payment processor, agreeing to their terms and conditions. Gtracks is entitled to a Revenue Share, calculated on gross revenue from Transactions, excluding refunded Transactions. Artists are solely responsible for Fees, bad debts, disputed payments, and refunds.

Tax regulations may require Gtracks to collect and/or report information and withhold taxes. Gtracks will report necessary information to tax authorities and withhold taxes as required. For Merchandise Transactions using Standard Payments, payments go directly to the Artist, unless there's an outstanding Revenue Share owed to the Company. For Enhanced Payments, Artists receive the gross proceeds minus the Revenue Share and Fees. Subscription Fees for Artist Subscriptions go to the Artist, minus the applicable Revenue Share, taxes, and fees directed to Gtracks.

Artists may be liable for the full Transaction amount if a payment is invalidated later, and Gtracks may recover such amounts from the Artist's account. Company retains the right to halt offering goods or services for various reasons, including technical problems or objectionable material.



**Additional Fees:**

Company may require payment for additional features like Gtracks Pro or Label accounts. Users subscribing to such features shall pay applicable fees. Company reserves the right to change its price list and introduce new charges with a ten (10) days prior notice, accepted by the user's use of the Service following notification.

**Gtracks Additional Services and Label Account Cancellation and Termination of Payments:**

Users can cancel Gtracks Additional Services or Label subscriptions at any time. Upon cancellation, services continue for the paid billing cycle, with no partial refunds for unused time.

**Third-Party Site:**

The Service may allow you to link to other websites or resources, and these sites may contain links to the Site. Accessing third-party websites is at your own risk, and Company is not responsible for their content, accuracy, legality, or any other aspect. Company is not liable for any damage or loss arising from the use of or reliance on such external content, goods, or services.

**Content and License:**

You acknowledge that the Service's Content, provided by Company or its partners, is protected by various intellectual property laws. You are granted a non-exclusive, non-transferable license for personal, non-commercial use. Any use, reproduction, or distribution of Content for commercial purposes without written permission is expressly prohibited.

**Intellectual Property Rights – Artists:**

The Service allows Artists to upload Digital Content. While Company doesn't claim ownership of an Artist's Music elements, a license is required to provide the Service. Artists grant Company and its sublicensees the right to exploit their Music worldwide. This includes reproduction, distribution, public performance, and the creation of derivative works. The license also covers associated copyrightable works and metadata (Artworks). Artists also grant the right for users to receive public performances and displays of their Music and Artworks for non-commercial purposes.





To enable the above, Artists grant Company the right to use their Trademarks in connection with the Service or its marketing. By uploading Music or Artworks, Artists represent and warrant ownership, authority to act on behalf of owners, and permission to use names and likenesses of identifiable individuals. Artists ensure that the use of their Music and Artworks does not infringe on third-party rights. They further warrant the right to grant the specified rights to Company and Service users.

Artists declare ownership or control of all rights to their Music and Artworks. They confirm authority to act on behalf of all owners and permission to use names and likenesses of individuals in Music and Artworks. If an Artist is the songwriter, they affirm the right to grant the rights outlined in the Agreement, even if they have agreements with performing rights organizations or music publishers, whether based in the United States (e.g., ASCAP, BMI or SESAC), UK (PRS) or elsewhere, or any music publisher. Artists also confirm that no fees are due to third parties for the authorised use of their Music.

These representations and warranties are essential for Artists to use the Service and grant the necessary rights to Company and users.

**If any agreement you have entered into with any third party, including, but not limited to a PRO (Performing Rights Organisation), music publisher, union or guild, whether by law or contract, prohibits you from granting company the right and license set forth in this Agreement and making the representations and warranties set forth in the four paragraphs immediately above, then you are prohibited from uploading your music to the Service and shall be responsible for indemnifying and holding company harmless from and against any and all claims arising from the exploitation of your music on the Service, including all court costs and legal fees.**

#### **Intellectual Property Rights - Fans:**

By submitting User Submissions on the Site or through the Service, you acknowledge and agree to the following:

##### **- Publication and Identification:**

When you submit any User Submission to the Site, you acknowledge that you are publishing that User Submission, and you may be publicly identified by your User ID in association with any such User Submission.

##### **- License Grant:**



You grant Company a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable, and transferable license to use, edit, modify, reproduce, distribute, prepare derivative works of, publicly display, publicly perform (including on a through-to-the-audience basis and by means of a digital audio transmission), communicate to the public, synchronise, and otherwise fully exploit the User Submissions in connection with the Site, the Service, and Company's business. This includes promoting and redistributing part or all of the Site or the Service in any media formats and through any media channels, whether now known or hereafter developed.

- User License:

You also grant each user of the Site and/or the Service a non-exclusive license to access your User Submissions through the Site and the Service, and to use, edit, modify, reproduce (on any and all devices owned or controlled by the user), distribute, prepare derivative works of, display, and perform such User Submissions solely for personal, non-commercial use. This license to Company does not affect your other ownership or license rights in your User Submission(s), unless otherwise agreed in writing.

- Representation and Warranty:

You represent and warrant that you own or control all rights to all content in your User Submissions, or the content in such User Submissions is in the public domain or directly licensed. You have full authority to act on behalf of any and all owners of any right, title, or interest in and to any content in your User Submissions. You have the necessary permissions to use the name and likeness of each identifiable individual person and to use such individual's identifying or personal information. You are authorised to grant all the aforementioned rights to the User Submissions to Company and all users of the Service.

- Royalties and Payments:

You agree to pay all royalties and other amounts owed to any person or entity, including any Performance Rights Organizations (PROs), due to your submission of any User Submissions to the Service.

- Non-Infringement:

You acknowledge that the use or other exploitation of such User Submissions by Company and users of the Site and Service will not infringe or violate the rights of any third party, including without limitation any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.



**- Company's Rights:**

Company has the right to delete, edit, modify, reformat, excerpt, or translate any materials, content, or information submitted by you. All information publicly posted or privately transmitted through the Site is your sole responsibility. Company will not be liable for any errors or omissions in any content.

**- Risk Acknowledgment:**

You acknowledge that all content accessed by you using the Service is at your own risk, and you will be solely responsible for any damage or loss to any party resulting therefrom.

**Termination:**

Company reserves the right to terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately. Termination may result in the forfeiture and destruction of all information associated with your membership, including any access to any Music you may have purchased through the Service. If you wish to terminate your account, you may do so by following the instructions on the Site. Any fees paid are non-refundable, except as provided in this Agreement. Provisions of these Terms of Use that should survive termination shall do so, including ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

**Warranty Disclaimer:**

Company has no special relationship with or fiduciary duty to you. You acknowledge that Company has no control over, and no duty to take any action regarding: which users gain access to the Site; what Content you access via the Site; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Company from all liability for you having acquired or not acquired Content through the Site. The Site may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Company makes no representations concerning any Content contained in or accessed through the Site, and Company will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Site or the Service.

**The Service is provided “as is” and “as available” and is without warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any**



warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed. Company, and its directors, employees, agents, suppliers, partners and content providers do not warrant that: (a) the service will be secure or available at any particular time or location; (b) any defects or errors will be corrected; (c) any content or software available at or through the service is free of viruses or other harmful components; or (d) the results of using the service will meet your requirements. Your use of the service is solely at your own risk.

Some states and territories do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

**Electronic Communications Privacy Act Notice (18 U.S.C. §§ 2701-2711):**

Company makes no guaranty of confidentiality or privacy of any communication or information transmitted on the Site or any website linked to the Site. The following points outline the terms related to electronic communications privacy:

- No Guaranty of Confidentiality:

Company does not guarantee the confidentiality or privacy of any communication or information transmitted on the Site or any linked website.

- No Liability for Privacy:

Company will not be liable for the privacy of the following:

- E-mail addresses
- Registration and identification information
- Disk space
- Communications
- Confidential or trade-secret information
- Any other Content stored on Company's equipment
- Information transmitted over networks accessed by the Site

**Indemnification:**

You agree to defend, indemnify, and hold harmless Company and its affiliates, authorised sublicensees and distributors, and each of their employees, contractors, directors, suppliers, and representatives. The indemnification covers the following:



- Liabilities, Claims, and Expenses:

You shall defend, indemnify, and hold harmless against any and all liabilities, claims, and expenses. This includes reasonable attorneys' fees and court costs that arise from or relate to:

- Your use or misuse of the Site, Service, Content, or otherwise from your User Submissions
- Violation of these Terms of Use
- Infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity
- Breach of any of your representations and warranties in these Terms of Use

- Third-Party Claims:

You agree to defend, indemnify, and hold harmless Company from any and all claims by a third party owning, controlling, or claiming any right in or to your Music. This includes claims for performance royalties, synchronization royalties, mechanical royalties, and use or re-use fees.

- Exclusive Defence:

Company reserves the right to assume the exclusive Defence and control of any matter otherwise subject to indemnification by you. In such an event, you will assist and cooperate with Company in asserting any available Defences at your sole expense.

These indemnification provisions aim to protect Company and its affiliates from any legal claims or expenses arising from your use of the Service, including any infringement of intellectual property rights and third-party claims related to your User Submissions.

## Limitation of Liability

**In no event shall Company, nor its directors, employees, agents, partners, suppliers or content providers, be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the Service (i) for any lost profits, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, substitute goods or services (however arising), (ii) for any bugs, viruses, trojan horses, or the like (regardless of the source of origination), or (iii) for any direct damages in excess of (in the aggregate) one-hundred UK pounds (£100.00). Some territories do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.**



**Because Company is not the buyer or seller in any Merchandise Transaction, if a dispute arises between one or more participants in a Merchandise Transaction, then you release Company (and its affiliates, agents and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, then you waive California civil code §1542, which says: “a general release does not extend to claims which the creditor does not know or suspect to exist in his favour at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” You, being aware of said code section, hereby expressly waive any rights you may have thereunder, as well as under any other statutes or common law principles of similar effect. You acknowledge and agree that this waiver is an essential and material term of this Agreement, and that without such waiver, this Agreement would not have been entered into by Company.**

#### **Dispute Resolution:**

**- Company's Role in Merchandise Transactions:**

Company, not being the buyer or seller in any Merchandise Transaction, and not serving as the agent for either party, disclaims any duty to resolve or be involved in resolving disputes between participants arising from such transactions. Artists are individually responsible for compliance with consumer rights laws, including EU Consumer Rights Laws.

**- International/Non-California Use:**

Accessing the Service from locations outside California where the Content is illegal is prohibited. Users accessing the Service from such territories do so at their own initiative and are responsible for compliance with local laws.

**- Dispute Resolution Mechanism:**

Any cause of action arising from or related to the Service must commence within one (1) year after the cause of action arose, or it is permanently barred. Disputes related to these Terms of Use shall be governed by the laws of the State of California. Disputes shall be finally settled by arbitration in Los Angeles County, California, using the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. (“JAMS”). Each party consents to exclusive jurisdiction and venue in United States Federal Courts or state courts located in Los Angeles, California.

#### **Integration and Severability:**

**- Entire Agreement:**

These Terms of Use constitute the entire agreement between you and Company regarding the Service and Site use, superseding all prior communications and proposals.



**- Severability:**

If any provision is found unenforceable or invalid, it will be limited or eliminated to the minimum extent necessary, while the remaining provisions will continue in full force and effect.

**Miscellaneous:**

**- Force Majeure:**

Company is not liable for failures resulting from causes beyond its reasonable control, including mechanical, electronic, or communications failure.

**- Non-Assignability:**

These Terms of Use are personal and not assignable, transferable, or sublicensable by you without Company's prior written consent.

**- Assignment by Company:**

Company may assign, transfer, or delegate its rights and obligations without consent.

**- No Agency Relationship:**

No agency, partnership, joint venture, or employment relationship is created.

**- Costs and Attorneys' Fees:**

The prevailing party in any action or proceeding is entitled to recover costs and attorneys' fees.

**- Notice:**

All notices will be in writing and deemed received upon delivery, electronic confirmation, or one day after sending for next day delivery.

**- Captions and Headings:**

Captions and headings are for convenience and do not define, limit, or describe the scope or intent of the Agreement.

**Contact:**

For inquiries, users can contact Company through the support team.

**Change Log:**

**1. 29<sup>th</sup> January 2024:**

- Updated Gtracks' contact information.
- Changed the Company entity to International Gospel Media Ltd.





## **Gtracks Fair Trade Music Policy:**

Gtracks holds the belief that music is an integral part of culture, and for a thriving culture, artists must receive fair and transparent compensation for their work. The following outlines Gtracks' fair trade music policy:

### **1. Compensation Principles:**

- Gtracks is committed to ensuring artists are compensated fairly for their work.
- The belief is that a fair and sustainable music economy benefits both artists and the community.

### **2. Transparent Payment Structure:**

- When users choose to pay an artist on Gtracks, the money reaches them quickly.
- The payment structure is straightforward and easy to understand.

### **3. Revenue Share Model:**

- Gtracks operates on a revenue share model for sales.
- The company's share is 20% on digital items and 10% on physical goods.

### **4. Payment Processor Fees:**

- Separate from the revenue share, payment processor fees apply.
- These fees vary based on transaction size, typically amounting to an additional 4-7%.

### **5. Direct Artist Compensation:**

- The majority of the purchase amount, usually 80-85%, goes directly to the artist or their label.

### **6. Aligned Interests:**

- Gtracks only profits when artists succeed, keeping the company's interests aligned with the community it serves.

Gtracks remains committed to fostering a fair, sustainable, and transparent music ecosystem, ensuring artists receive due recognition and compensation for their creative contributions.



## **Intellectual Property Policy – International Gospel Media Ltd**

### **Policy Overview:**

International Gospel Media Ltd ("Company") adheres to a general policy concerning claims of infringement related to third-party intellectual property. This policy aligns with the Digital Millennium Copyright Act (DMCA). The designated agent for receiving notifications of claimed infringement is provided at the end of this policy. The policy involves blocking or removing material believed to be infringing, discontinuing service to repeat offenders, and the right to terminate accounts for egregious infringing activities.

### **A. Reporting Claimed Infringement:**

#### 1. Required Information:

- Physical or electronic signature of an authorized person.
- Identification of the infringed works or materials.
- Specifics about the location of infringing materials.
- Contact information for the reporting party.
- A statement, under penalty of perjury, affirming ownership and the accuracy of the notification.

#### 2. Trademark Infringement:

- For trademark infringement claims, a similar statement is provided under penalty of perjury.

#### 3. Exclusion of Irrelevant Details:

- Users are advised not to include unnecessary information in the report.

### **B. Handling Bona Fide Infringement Notification:**

#### 1. Company's Response:

- Removal or disabling access to the infringing material.
- Notification to the content provider, member, or user about the action taken.
- Warning that repeat offenders face removal of infringing material and termination of access.

### **C. Counter-Notice Procedure:**

#### 1. Submission Requirements:

- Physical or electronic signature of the content provider, member, or user.
- Identification of the removed material and its previous location.
- A statement affirming a good faith belief in the material's rightfulness.
- Contact information and consent to jurisdiction.

#### 2. Handling Counter-Notice:

- Company may send the counter-notice to the complainant.
- The complainant is informed that the removed material may be reinstated in 10 business days unless legal action is taken.

Contact Information:

support@Gtracks.com



## **Privacy Policy - International Gospel Media Ltd ("Gtracks")**

Effective Date: 29<sup>th</sup> January 2024

### **Introduction:**

Gtracks, operated by International Gospel Media Ltd, is committed to safeguarding the privacy of its users. This Privacy Policy outlines the collection, use, sharing, and protection of Personal Data obtained through the Gtracks website, mobile applications, and related services (collectively, the "Service"). Please read this policy carefully to understand how we handle your Personal Data.

### **Personal Data Collected by Gtracks:**

#### **1. User Information:**

- Name, username, password, email address, photograph, settings, associations with bands and fans, purchase history, and other information provided during user account creation.

#### **2. User Financial Information:**

- Credit/debit card number, bank account number, billing, and shipping address. This data is processed by our payment processor for purchase completion.

#### **3. Band Information:**

- User-provided biography, location, and tags related to bands.

#### **4. Band Financial Information:**

- PayPal account(s), Stripe account(s), Pro/label subscriptions, and pay outs related to bands.

#### **5. Fan Information:**

- User-provided name, email address, country of residence, zip/postal code, picture, location, and biography related to fans.

#### **6. Emails and Messages:**

- Receipts, newsletters, and support contact, including emails sent by Gtracks and messages exchanged between users.

#### **7. Automatically Collected Information:**

- Website activity information, application logs, data files, cookies, IP address, browser information, and metrics related to website usage.

- Information collected via cookies, which are not combined with Personal Data to identify individuals.

- Analytical data through tools like Google Analytics tracking user interactions, demographics, and device information.

- Page interaction information using tools like JavaScript capturing clicks, drags, hover-overs, response times, errors, and page visit duration.

### **Purposes of Personal Data Usage:**

Gtracks utilizes Personal Data for various purposes, including but not limited to:



- Allowing users to use the Service, set up user accounts, and interact with others.
- Providing, administering, and communicating about products, services, offers, and promotions.
- Operating, evaluating, and improving business, products, services, and website functionality.
- Processing sales, purchases, and facilitating financial transactions.
- Responding to inquiries and providing customer support.
- Performing data analyses, aggregation, and anonymization.
- Complying with legal obligations and law enforcement requests.
- Enforcing Terms of Use, protecting rights, and preventing fraud.
- Sending promotional communications with user consent.

#### Email Communications:

Users may receive email confirmations when opening emails from Gtracks. Users can opt-out of email communications using the unsubscribe link or contacting Gtracks.

#### Data Retention:

Personal Data is stored as long as necessary for the intended purpose unless legal requirements state otherwise. Measures are taken to destroy or de-identify data when necessary.

#### Data Sharing:

Gtracks shares Personal Data with affiliated businesses, agents, bands, and other authorized entities for specified purposes. Information may also be shared for business transfers, legal compliance, and protection.

#### Security Measures:

Gtracks employs physical, managerial, and technical security measures to protect Personal Data against unauthorized access or loss. Users are advised to secure passwords and limit access to their accounts.

#### Children's Data:

Gtracks does not knowingly collect data from children under 16. If such data is discovered, steps are taken to delete it promptly.

#### Data Transfers:

When using the Service, user information may be transferred to or stored in countries where Gtracks operates. Legal mechanisms are employed to lawfully support data transfers.

#### Changes to Privacy Policy:

Gtracks may amend this Privacy Policy, with changes taking effect upon posting. Users are bound by the policy in effect during Service use.

#### Contact Information:

For questions, concerns, or Personal Data requests, users can contact Gtracks at [support@Gtracks.com](mailto:support@Gtracks.com).



**Conclusion:**

Gtracks values user privacy and endeavours to protect Personal Data. Users are encouraged to review this Privacy Policy periodically for updates.

Note: This is a general summary and should not be considered legal advice.