TERMS AND CONDITIONS

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A Terms of Purchase

1 Introduction & Our Role

1.1 This website, **risingmusichub.com** (the **"Platform"**), is owned and operated by Rising Music Hub (**"we"**, **"us"**, or **"our"**).

1.2 We provide a technical web-hosting infrastructure and marketplace that allows independent music creators (**"Artists"**) to host their own custom storefronts and sell digital audio files, beats, merchandise, or subscriptions directly to listeners (**"Buyers"**, **"you"**, or **"your"**).

1.3 **Important Notice on Our Role:** Risingmusichub.com is a technical hosting provider and payment routing agent. Every transaction you make on the Platform creates a direct, legally binding contract between you and the individual Artist. The Artist is solely responsible for their custom pricing, content quality, and order fulfilment.

2 Payments & Billing

2.1 All payments on the Platform are securely processed via Stripe using Destination Charges.

2.2 When you make a purchase (whether as a registered user or via **Guest Checkout**), your bank statement will display **"Rising Music Hub"** because the payment infrastructure is managed by us. However, your funds are routed directly to the Artist's connected account, minus our flat platform fee.

2.3 You agree to pay the custom retail price specified by the Artist at the time of purchase, including any applicable regional taxes or processing fees calculated at checkout.

3 Digital Content & Statutory Right to Cancel (UK Consumer Law)

3.1 Under the UK *Consumer Contracts Regulations 2013*, consumers generally have a 14-day statutory right to cancel contracts for digital content.

3.2 **The Digital Sales Exception:** By ticking the agreement box at checkout and completing your purchase, **you explicitly request immediate access to the digital content (streaming or downloading) and you acknowledge that you lose your 14-day statutory right to a refund or cancellation.**

3.3 If digital content is faulty, corrupted, or not as described, your rights under the *Consumer Rights Act 2015* apply. You must contact the Artist directly to request a repair or replacement file.

4 Guest Checkout & Download Access

4.1 If you use our Guest Checkout, you must provide a valid, accurate email address. Your purchase receipt and secure download/streaming links will be sent to this email.

4.2 **Link Expiry:** Guest download links are valid for seventy-two (72) hours from the time of purchase or for a maximum of three (3) total download attempts, whichever occurs first.

4.3 **Risingmusichub.com** is not responsible for recovering or reissuing download links if you lose access to your email account or accidentally delete your receipt.

5 Customer Service & Disputes

5.1 **Artist Responsibility:** The Artist handles 100% of their own customer service, delivery queries, and technical support. **risingmusichub.com** does not provide support for song files, audio quality, or missing downloads.

5.2 To contact an Artist, you must use the "Contact Artist" link provided on your email invoice or on the Artist's individual storefront.

5.3 If you initiate a chargeback or payment dispute with your bank/credit card company for a valid transaction, your access to the Platform and any hosted content will be immediately and permanently terminated.

6 Governing Law & Jurisdiction

6.1 These Terms of Purchase, their subject matter, and their formation are governed by the **laws of England and Wales**.

6.2 You and risingmusichub.com both agree that the **courts of England and Wales** shall have exclusive jurisdiction over any disputes arising from or related to these terms.

B Age Restrictions and Parental Framework

1 Eligibility and Age Restrictions

1.1 **Minimum Age:** You must be at least **18 years old** to create an account, purchase music, or register as a selling artist on this platform independently.

1.2 **Users Aged 16 and 17:** If you are **16 or 17 years old**, you may only use this platform, create an account, or sell music **with the explicit permission and active involvement of a parent or legal guardian**.

1.3 **Parental Responsibility:** In accordance with the above, the parent or legal guardian must open and manage the account on behalf of the minor. The parent or legal guardian will be deemed the legal party to these Terms and Conditions and agrees to accept **full financial and legal responsibility** for all transactions, uploads, content, and actions taken via that account.

1.4 **Under 16s:** Children under the age of 16 are strictly prohibited from creating accounts, making purchases, or uploading content to this platform.

C Artist Copyright & Commission Rules

1 Artist Terms, Copyright, and Commission

1.1 **Intellectual Property Warranty:** By uploading music, audio files, artwork, or text (collectively, "Content") to the platform, you strictly warrant, represent, and guarantee that **you are the sole owner of 100% of the copyright** and intellectual property rights in that Content, or that you possess all necessary explicit licenses and permissions to sell it.

1.2 **Unauthorised Samples:** You explicitly guarantee that your Content does not contain any unauthorised samples, melodies, or copyrighted material belonging to third parties. You agree to **fully indemnify and hold harmless** the platform against any legal claims, losses, or expenses resulting from your breach of third-party copyright.

1.3 **Platform Commission and Fees:** The platform acts as a marketplace provider. For every digital sale completed through your artist store, the platform will retain a **20% commission fee**. This fee will be automatically deducted at the point of sale.

1.4 **Payouts and Third-Party Processors:** Payouts of your remaining earnings will be processed **on a daily basis via Stripe**. To receive payouts, you (or your parent/guardian if you are under 18) must maintain a valid, fully verified account with our chosen processor, Stripe, and comply with their terms of service.

1.5 **Takedown and Account Termination:** We operate a strict zero-tolerance policy for copyright infringement. We reserve the absolute right to **immediately suspend or permanently delete your account**, remove your Content from the platform without prior notice, and withhold pending payouts if we receive a valid copyright complaint or have reasonable grounds to believe your Content violates third-party rights.

D Artist Distribution Agreement

1 The Scope of Hosting Services

1.1 This Artist Distribution Agreement (the **"Agreement"**) governs your relationship with risingmusichub.com (**"us", "we", "our"**).

1.2 By creating a storefront on **risingmusichub.com** (the **"Platform"**), you engage us strictly as a web-hosting provider and payment routing platform.

1.3 You acknowledge that your individual storefront is hosted by us, but managed, priced, and operated entirely by you. You are the **Seller of Record** for all consumer transactions.

2 Stripe Connect & Payment Splits

2.1 Onboarding Mandate:

2.1.1 To sell content and receive payouts, you must successfully onboard and maintain an active Stripe Connected Account. You agree to comply with the **Stripe Connected Account Agreement.**

2.1.2 **Platform Fee:** In exchange for our hosting infrastructure, **risingmusichub.com** retains a flat platform fee of **20%** on the gross retail price of every transaction you complete.

2.1.3 **Destination Charges:** Payments will be processed via Stripe Destination Charges. Stripe transaction processing fees and our flat platform fee will be stripped automatically at the point of sale. The remaining balance will land directly into your Stripe Connected Account according to your Stripe payout schedule.

2.2 Customer Service SLAs & Chargebacks

2.2.1 **Support Obligation:** You are solely responsible for handling all customer service, refunds, and delivery disputes for Buyers who purchase from your storefront. You must maintain a working support email channel.

2.2.2 **Service Level Agreement (SLA):** You legally agree to respond to Buyer inquiries or technical issues within **forty-eight (48) business hours**. Persistent

failure to handle customer support may result in your storefront being suspended.

2.2.3 **The Chargeback Clawback:** If a Buyer initiates a payment dispute or chargeback via their bank, Stripe levies a financial penalty against our primary platform account. You explicitly agree that the full disputed transaction amount plus any network dispute fees charged by Stripe will be immediately deducted from your current Stripe Connected Account balance or clawed back from your future platform earnings.

2.3 Intellectual Property, Samples, & Indemnity

2.3.1 **Ownership:** You retain 100% ownership of the musical works, sound recordings, lyrics, and artwork you upload. You grant **risingmusichub.com** a limited, worldwide, royalty-free license to stream, host, and index your content *solely* to operate and promote your storefront on our Platform.

2.3.2 **Warranties:** You warrant and promise that you own or have cleared 100% of the rights to the content you upload, including all musical samples, beats, guest vocals, and cover artwork.

2.3.3 **Moral Rights:** You waive any moral rights under the *Copyright, Designs and Patents Act 1988* to the extent necessary for us to compress, reformat, or host your audio files for optimal Platform streaming performance.

2.3.4 **Indemnity:** You agree to fully indemnify, defend, and hold harmless **risingmusichub.com** against any legal claims, losses, damages, or legal fees arising from copyright infringement allegations brought against us due to content uploaded by you.

2.4 Tax & VAT Compliance

2.4.1 You confirm that you are independent and solely responsible for your own income tax, national insurance, and self-assessment obligations.

2.4.2 You are solely responsible for determining whether UK VAT, EU VAT, or other regional sales taxes apply to the custom prices you set. You remain responsible for reporting and remitting those taxes to HM Revenue & Customs (HMRC) or your relevant local tax authority. **risingmusichub.com** provides zero tax advice.

2.5 Termination & Safe Harbour Suspensions

2.5.1 **Safe Harbour Compliance:** In line with the UK *Electronic Commerce (EC Directive) Regulations 2002*, we maintain strict hosting immunity. If we receive a credible notice of copyright infringement regarding your files, we reserve the absolute right to remove the track or suspend your store instantly without prior notice.

2.5.2 **Repeat Infringers:** We operate a zero-tolerance repeat infringer policy. If you face multiple copyright complaints, your account will be permanently closed and your hosting terminated.

2.5.3 Either party may terminate this Agreement at any time by giving thirty (30) days' written notice, or instantly if a material breach of terms occurs.

2.6 Governing Law & Exclusion of Third Parties

2.6.1 This Agreement is governed by and construed in accordance with the **laws of England and Wales**. Any legal proceedings must be brought before the **courts of England and Wales**.

2.6.2 A person who is not a party to this Agreement has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this Agreement.

E The Cookie Consent Banner

Under UK law, you cannot drop any non-essential cookies (such as tracking pixels, analytics, or user-preference trackers) onto a visitor's browser *before* they click a button giving explicit consent. A simple banner that says "*By browsing this site you accept cookies*" is illegal.

1 Visual Layout & Behaviour

1.1 Your custom banner must appear as a pop-up, or footer overlay upon a user's first visit to **risingmusichub.com**. It must contain three distinct buttons of equal visual prominence:

1.1.1 **[Accept All]**

1.1.2 **[Reject Non-Essential]**

1.1.3 **[Manage Preferences]** (Opens a menu where they can toggle analytics or marketing cookies on/off individually).

2 **The Mandatory Banner Text**

2.1 "*We use cookies to ensure our marketplace functions securely, to analyse our traffic, and to help artists understand their storefront performance. Necessary cookies are active automatically. You can choose to accept or reject non-essential cookies below. Read our full [Cookie Policy] and [Privacy Policy] for more details.*"

F Prohibited Activities & System Security

1 Prohibited Activities and Platform Security

1.1 **Account Security:** You are solely responsible for safeguarding your login credentials (username and password). You agree not to share your account details with any third party. You must notify us immediately if you suspect any unauthorised access to your account.

1.2 **Prohibited Uses:** You agree **not** to use the platform to:

1.2.1 Upload, post, or transmit any malware, viruses, worms, Trojan horses, or malicious code designed to disrupt or damage our software or hardware.

1.2.2 Use automated systems, bots, scrapers, or spiders to access, harvest, or copy content from the platform without our prior written permission.

1.2.3 Discard, alter, or bypass any security features, digital rights management (DRM) protections, or age-gating mechanisms built into the platform.

1.2.4 Interfere with or disrupt the servers, networks, or payment gateways connected to the platform.

1.2.5 Engage in any fraudulent activity, including using stolen credit cards, inflating streaming/download counts artificially, or masking your location via unauthorized VPNs to bypass licensing restrictions.

2 Indemnity and Liability:

2.1 You agree to fully indemnify the platform against any loss, damage, or legal expenses we incur as a result of your malicious activity, hacking attempts, or breach of platform security. We reserve the absolute right to report system abuse to law enforcement authorities in England and Wales.

G Purchases and Refund Policy

1 **Digital Goods:** All music tracks, albums, and digital assets sold on this platform are digital goods delivered via immediate download or streaming.

2 **No Right to Cancel (No Refunds):** In accordance with the UK Consumer Rights Act 2015, by clicking "Buy", "Download", or "Stream", you explicitly agree to the immediate supply of the digital content and **acknowledge that you lose your statutory 14-day right to cancel or request a refund**. All digital sales are final.

3 **Faulty Digital Content:** If a downloaded file is corrupted, faulty, or does not work as described, you must notify us immediately at **risingmusichub.com** If we or the selling artist cannot repair or replace the digital content within a reasonable time, you will be entitled to a full or partial refund at our sole discretion.

4 **Personal Use License Only:** Every purchase grants you a non-exclusive, non-transferable license for **personal, non-commercial listening only**. You do not acquire ownership of the copyright. You are strictly prohibited from reselling, redistributing, broadcasting, or using the music in commercial projects (such as YouTube videos, ads, or video games) unless explicitly stated otherwise by the artist.

G Terms and Conditions

1 These Terms and Conditions govern your access to and use of **risingmusichub.com**. By accessing, browsing, or using this platform, you confirm that you have read, understood, and agree to be bound by these Terms in full. If you do not agree with any part of these Terms, you must not use this website or access any of its content.

2 **risingmusichub.com** operates as a digital platform through which original music created by the site owner is made available for streaming, download, and potential purchase. All content on this platform is provided under clearly defined legal conditions designed to protect the intellectual property rights of the creator while allowing users to access and enjoy the content within permitted limits.

3 Use of this platform is permitted on a temporary basis, and we reserve the right to withdraw or amend the services provided without notice. We do not guarantee that the website, or any content on it, will always be available or uninterrupted. Access may be suspended, restricted, or terminated at any time for operational, legal, or security reasons.

4 You agree to use the platform only for lawful purposes and in a manner that does not infringe the rights of, restrict, or inhibit the use of the platform by any other user. Prohibited behaviour includes, but is not limited to, attempting to gain unauthorised access to the website, introducing malicious software, interfering with system performance, or using content in a way that violates intellectual property laws.

5 All music and related content made available on this platform is owned by the creator and is protected under UK copyright law and applicable international regulations. Accessing or downloading content does not grant you ownership rights. Instead, you are granted a limited licence subject to the terms outlined in this agreement.

6 We may update or revise these Terms from time to time in order to reflect changes in legal requirements, business practices, or platform functionality. Any updates will be effective immediately upon publication. It is your responsibility to review these Terms periodically to ensure that you remain informed of any changes.

7 Where you engage with the platform by downloading content, making purchases, or interacting with features, you agree that such actions are carried out at your own discretion and risk. While we take reasonable steps to ensure that the platform is secure and reliable, we do not guarantee that it will be free from errors, vulnerabilities, or interruptions.

8 We reserve the right to suspend or terminate access to the platform where we believe that a user has breached these Terms or engaged in behaviour that is harmful to the platform, its content, or its users. Such action may be taken without prior notice where necessary.

9 Nothing in these Terms shall exclude or limit liability where it would be unlawful to do so under applicable UK law, including liability for death or personal injury caused by negligence or fraud.

10 By continuing to use **risingmusichub.com**, you acknowledge that you understand the nature of the platform, including the fact that it provides access to original, artist-owned music content, and that your use of such content is subject to the limitations and conditions set out in these Terms.

11 **These Terms** form a legally binding agreement between you and the operator of risingmusichub.com and **are governed by the laws of England and Wales.** Any disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction **of the courts of England and Wales**.