



# Terms and Conditions

## Yupty Limited

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Welcome to Yupty ("Yupty", "we", "us", or "our"), a service provided by Yupty Ltd. Yupty is responsible for the development of <https://yupty.live> (the "website" or "site") and all related data, software, APIs, and services (our "services".) These Terms and Conditions (the "terms") have been created to ensure a clear understanding between Yupty and any person using our Services ("user" , "you" , "your" , "artist" , "venue"). These Terms, along with our Privacy Policy, apply to your use of our Services.

Upon registering for our Services, you submit that you have read and agreed to these Terms and Privacy Policy. If you do not agree to these Terms, do not use our Services. By accepting these Terms, you have also acknowledged that you are (i) 18 years of age or more, or (ii) 14 years of age or more with your parent(s)' or legal guardian(s)' permission.

Yupty reserves the right to amend our Terms at any time. Any recently amended terms will be effective immediately when published to the site.

## Our Services

For registered Users who are not an Artist or Venue, ("Fans"), Yupty offers you a discovery service for finding live music events.

For registered performers ("Artists"), our Services facilitate;

1. A promotions system for Fans to discover your Events.
2. A scheduling system for at a glance identification of where your next Event(s) are
3. A booking system with Venues to confirm Events are taking place.

For registered bars, pubs, clubs and locations playing host to live music entertainment ("Venues"), our Services facilitate;

- a) a discovery system to improve the likelihood of Fans attending your Events
- b) a scheduling system that enables at a glance identification of what Artist(s) are performing in your Venue and when
- c) an Event management platform to send, accept and reject Event invitations.

### Event Creation

Yuity grants Venues and Artists the ability to create events and upload them onto the Site to be discovered by Users. This happens instantaneously.

Artists and Venues are required to ensure that all information uploaded is true and accurate to the best of their knowledge at all times.

### Using our Services

- Events can be created at any time of the day for any future date.
- Both Venues and Artists can create events.
- An Event can feature multiple Artists, but only one Venue.
- There is no limit to the number of Events you can create at any one time.
- It is possible to provide a link to tickets in our Event Creation form, if applicable.
- It is possible to upload an Event Poster in our Event Creation form, if applicable.
- It is not possible to create an event unless you are signed up as an Artist or Venue.
- It is not possible to create an Event at a Venue that has not signed up.
- It is not possible to create an Event featuring an Artist that has not signed up.
- When a Venue creates an Event, the event goes live on the site immediately. The Artist(s) will receive an invitation to the event.
- When an Artist creates an Event, the Venue must accept the invitation they receive before the Event will be live on the site.

Your Account:

FOR VENUES:

1. Registration

Venues must register an account to be granted access to our Services. To register a Venue Profile you must provide us with:

1. A valid email address and password. The email address and password that you provide will act as your sign in credentials to access your account.
2. Venue name. This name will be displayed to Users and Artists to Discover your venue.
3. A biography / description of your Venue.
4. The location of your Venue.
5. The capacity of your Venue.

2. Account approval or rejection

Upon receiving registration of a Venue's information, we will review the account to ensure account information is complete, satisfactory and authentic. In the event of a fake Venue being created, we will immediately delete the profile.

3. Account Responsibilities

You, not Yupty, are solely responsible for maintaining the security of your account. Likewise, you are solely liable for any and all text, links and media (together, your "Content") on your account, whether or not you authorised such activity. You are also solely responsible for making sure your account information is truthful, accurate and updated.

FOR ARTISTS / DJ'S / PROMOTERS:

1. Registration

Artists must register an account to be granted access to our Services. To register an Artist Profile you must provide us with:

1. A valid e-mail address and password. The email address and password that you provide will act as your sign in credentials to access your account. Artists may also sign up using Facebook.

2. Artist / DJ / Promoter name. This name will be displayed to all Users.
3. Profile picture.
4. A biography.
5. What genre(s) of music you play or promote.
6. Date of Birth ("DOB").

## 2. Account approval or rejection

Upon receiving registration of Artist Profile information from an Artist, Yupty may review the account to ensure account information is complete and satisfactory. Upon review, an email will be sent to the Artist to notify the Artist regarding whether their account has been approved or rejected. Reasoning will be supplied when an account has been rejected and an Artist may re-submit the registration information if desired. This email notification will be sent typically within 48 hours following the receipt of the account registration.

## 3. One Account, Multiple Artist Profiles

Each User is entitled to one account corresponding to their email address. However, the User may register multiple Artist / Venue Profiles. Yupty reserves the right to limit the number of Artist profiles a User may register.

## 4. Management

In the event you are registering an account on behalf of an Artist, you agree that your representations, warranties and agreements under these Terms are being made on behalf of yourself individually and all members of the Artist. In furtherance of the foregoing, you represent and warrant that all members of the Artist have read and agree to these terms.

## 5. Account Responsibilities

You, not Yupty, are solely responsible for maintaining the security of your account. Likewise, you are solely liable for any and all text, links and media (together, your "Content") on your account, whether or not you authorised such activity. You are also solely responsible for making sure your account information is truthful, accurate and updated. In the event of inappropriate content on the Site, we may suspend your account or in extreme cases delete your account.

FOR FANS:

## 1. Registration

To use our Services, you must Sign Up to Yuity.live. When you do this, you must provide us with:

1. A valid email address and password. The email address and password that you provide will act as your sign in credentials to access your account. Optionally, you may provide us with:

## 2. Profile Picture

## 2. Account Responsibilities

You, not Yuity, are solely responsible for maintaining the security of your account. Likewise, you are solely liable for any and all text, media (together, your "Content") on your account, whether or not you authorised such activity. You are also solely responsible for making sure your account information is truthful, accurate and updated. In the event of inappropriate content, your profile may be suspended or deleted.

FOR ALL USERS:

### 1. Closing or suspending your account

Yuity reserves the right to suspend or close your account at any point in time for any reason, without notice or liability. If your account has been compromised or you would like to close your account, please notify Yuity at [support@yuity.live](mailto:support@yuity.live)

You maintain the right to close your account at any time.

### 2. Subject to Terms and Conditions

Any and all activity on your account remains subject to these Terms and Conditions.

Your Use of our Services

FOR ALL USERS

### 1. License granted by us

Through your registration and compliance with our Terms, Yuity grants you and only you a limited licence to access our Services. The license does not include reproducing, copying, duplicating, selling, any commercial use of our Services

whatsoever unless express written consent is given by Yupty. This license is rendered null upon any unauthorised use of our Services.

## Content and Property Rights

### FOR ARTISTS:

#### 1. Property rights of Artist

As between you and Yupty, any and all Content that you submit, upload, publish or display through our Services is solely owned, controlled and/or operated by you. By accepting these Terms, you acknowledge that Yupty does not claim any ownership in and has no liability with regards to your Content.

#### 2. Our rights to your Content

By accepting these Terms, you hereby give Yupty the right to use, duplicate, reproduce, distribute, digitally transmit, display, perform, share, stream, modify, edit, and/or remove your Content, including all sound recordings and compositions (collectively, "Music") therein, as is reasonable and appropriate in connection with the Services. This includes, without limitation, the right to (i) publicly perform your Music through our Services, (ii) stream your Music (both interactive and non-interactive), (iii) include your Music in playlists, and (iv) make copies of your Music in connection with any of the foregoing. If you believe we have misused your Content, please contact us immediately at [support@yupty.live](mailto:support@yupty.live). The only remedy is that we will remove the pertinent Content from our Services. We are not liable for any misuse otherwise.

You represent that you either own or control any and all rights in and to all Content as necessary to grant Yupty the rights described above, including all necessary rights with respect to all Music. You also represent that all Content and Music submitted to or posted on Yupty was not produced pursuant to any guild or union collective bargaining agreement, and that Yupty will not owe any residuals, royalties, monies, or other obligations to any guild, union or artist. Yupty does not and will not assume any guild or union obligations.

#### 3. Copyright infringement

Without limiting anything in the above, you may not post any unauthorised copyrighted material that constitutes an infringement of third party rights. Offenders of third party copyright laws are subject to having their accounts

terminated, as well as being prosecuted in court by the owner of such copyrighted Content.

If you are a third party content owner who believes that any piece of Content uploaded by a User infringes upon your copyrights, we will respond promptly to any properly submitted notice.

#### 4. Liability and risk of Content

By accepting these Terms and Conditions, you acknowledge that full liability and risk of posted Content lie with the Artist.

#### 5. Reposting of Content

You may not repost another User's Content without that said User's permission.

#### FOR VENUES:

##### 1. Property rights of Venues

As between you and Yupty, any and all Content that you submit, upload, publish or display through our Services is solely owned, controlled and/or operated by you. By accepting these Terms, you acknowledge that Yupty does not claim any ownership in and has no liability with regards to your Content.

##### 2. Our rights to your Content

By accepting these Terms, you hereby give Yupty the right to use, duplicate, reproduce, distribute, digitally transmit, display, perform, share, stream, modify, edit, and/or remove your Content, including all sound recordings and compositions (collectively, "Music") therein, as is reasonable and appropriate in connection with the Services. This includes, without limitation, the right to (i) publicly perform your Music through our Services, (ii) stream your Music (both interactive and non-interactive), (iii) include your Music in playlists, and (iv) make copies of your Music in connection with any of the foregoing. If you believe we have misused your Content, please contact us immediately at...@yupty.co.uk The only remedy is that we will remove the pertinent Content from our Services. We are not liable for any misuse otherwise.

You represent that you either own or control any and all rights in and to all Content as necessary to grant Yupty the rights described above, including all necessary rights with respect to all Music.

#### FOR BOTH USERS AND ARTISTS:

## 1. Proprietary rights of Yupty

While Yupty grants you a limited access to our Services upon registration, Yupty maintains ownership and all proprietary rights to all facets of our Services, including but not limited to our logo, name, features, interfaces, code, APIs and web domains. You are not permitted to use, reproduce, duplicate, publish distribute, or display Yupty's proprietary Services without Yupty's express written consent.

## 2. Privacy Policy

By accepting these Terms and Conditions, you also accept our Privacy Policy. Please review our Privacy Policy for relevant information.

### Disclaimer of All Warranties and Assumption of Risk

Yupty's services are provided "as is", "as available", and "with all faults", without warranties of any kind, express or implied. This pertains to, but is not limited to, warranties of accuracy, truth, reliability, completeness non-infringement, timeliness, security, damages, losses, or any and all implied warranties of merchantability or fitness for a particular purpose regarding our services. For situations in which law prohibit or have limitations on the disclaimer of implied or other warranties listed in these terms, national law has jurisdiction over these terms and these disclaimers may not apply to you. You acknowledge that your use of our services is at your own, sole risk.

### Severability

If any provision in these Terms is deemed illegal, unenforceable or invalid, that shall not affect the legality, enforceability, or validity of any remaining provision in these Terms.

### Third Party Agreements

Through our Services you may encounter features that grant you access to third party websites, databases, servers, programs, software, information, applications, or other similar services (together, "Third Party Services" or "Their"). When you use these Third Party Services, you may be subject to their own terms and conditions, privacy policy, and other requirements related to their use. Yupty is not responsible or liable for the accuracy, legality, or quality of any of Their content or operation in any way, and does not express any warranty or endorsement of any kind related to Third party Services. These Third Party Services are used solely to



facilitate your access to and use of Yupty. You use these Third Party Services at your own risk.

### Cancellation Policy

If for any reason you wish to cancel your account, please e-mail [support@yupty.co.uk](mailto:support@yupty.co.uk) and request for your account to be deleted. This is an irreversible procedure and all account information will be lost. This will not prevent you from creating another account in the future should you choose to.

### Concluding Remarks

#### 1. Changes to our Services

Yupty may modify, edit, update, or make changes of any kind to our Services at any time without prior warning.

#### 2. Notices

Notifications regarding important changes, information, or updates related to our Services can be sent via email to the email you provided upon registration.

#### 3. Contacting Yupty

Please contact us at [support@yupty.live](mailto:support@yupty.live) if you have any questions, concerns, or suggestions.