

## BELIEVERS TERMS AND CONDITIONS

SellaBand is the sole owner and license holder of the brand and concept 'SellaBand', the website [www.sellaband.com](http://www.sellaband.com) and all the software and databases that are included in this website. The purpose of the website is to allow Artists to fund raise a fixed sum of money to finance a future Music Project. SellaBand accepts three types of Music Projects:

Funds can be raised for:

a: Music Recording

b: Promotion /Marketing

c: Live concerts / Touring / Festivals

SellaBand hereby acts as the facilitator between Artists and their investors, hereafter named Believers, and as administrator of the invested Funds. At the bottom of this Agreement you will find a list of definitions, explaining all key words in this Agreement.

### 1. Acceptance of terms

Before you can become an active user of the SellaBand program you must review this entire Agreement, as well as the General Terms and Conditions. Once you have accepted them you can continue with the registration process. If you do not agree with these terms after you read this Agreement, you should not use the SellaBand service. By agreeing with this Agreement and using the SellaBand service, you agree that we may modify the terms of this Agreement, the General Terms and Conditions and the Privacy Policy in our sole discretion. You will be notified via e-mail and through our Website of these changes. Your continued use of our Services imply that you have accepted the amended Terms and Agreements.

### 2. Escrow

All money invested in a Music Project will be held in escrow. The escrow account is administered by an independent notary of law. Neither party will have any access or rights to these funds prior to reaching the Goal of fund raising for the Project. At any point before reaching the Goal amount of a Music Project, Believers have the right to withdraw their money from this Music Project.

### 3. Goal of fund raising

As soon as the Goal of fund raising has been reached, SellaBand will transfer the full sum from its escrow account to a current account and will make available 90% (ninety) of this sum to be used for executing the Project. 10% of the total sum will be deducted and allocated to SellaBand as a success fee and for administering this Project. SellaBand will not transfer any money of the Goal to the Artist directly, but will pay via approved invoices in order to complete the Project.

### 4. Believer's rights

- 4.1 The parties' rights and obligations from this Agreement are linked to the General Terms & Conditions, and the Privacy Policy.
- 4.2 The Believer is entitled to use of the Believer Dashboard and Profile Page on the website [www.sellaband.com](http://www.sellaband.com) and all the contents of the website in compliance of the terms and conditions of use.
- 4.3 To be able to create your own profile page on [www.sellaband.com](http://www.sellaband.com), SellaBand will provide you with a password. This password will be strictly personal and confidential. You are solely responsible to maintain the confidentiality of the password. You shall not disclose the password to third parties, nor will you provide third parties access to the webpage with the purpose to include or change information on the webpage.
- 4.4 The Believer decides whether he/she will purchase a Part of one or several Artists whose Titles are published and Tracks are exploited on the website. The Believer is entitled to purchase any number of Parts, until the Artist of choice has reached the total of their Goal.
- 4.5 At all times, under the condition that the Believer Balance has a value of more than \$0,00 a Believer can withdraw money from his/her Believer Balance and transfer it to his/her own Paypal account. Due to fraud and security checks the time to receive the money on the Paypal account may vary.
- 4.6 After the completion of the Music Project the Believer has the right to receive the incentive(s) as offered by the Artist on the Music Project profile page on SellaBand.
- 4.7 In case the Artist offered a revenue share to Believers on the Music Project profile page, the Believers involved will be entitled to receive, pro rata, a set percentage of the Net Revenues generated by Exploitation of the Music Project. The percentage is set by the Artist on the Music Project profile page.
- 4.8 When applicable, the term for sharing revenues with Believers is for the lifetime of the Project. For Recorded Music this term is set for a period of 5 (five) years, commencing on the day of the Release of the Recorded Music.
- 4.9 The Artist is wholly responsible for fulfilling obligations both implied and stated in his/her Music Project. This includes, but is not limited to, delivery of goods and services, and any other terms, conditions, warranties or representations associated with listings on SellaBand. SellaBand shall not be liable for the Artists Plan, the Offer, Incentives, not for the completion of it, or the failure in doing so.
- 4.10 Remunerations due to Believers on the basis of this paragraph are credited to the Believer Balance on SellaBand every 3 (three) months, in the first month following the end of the calendar quarter. An overview of all revenues is available on the Believer Dashboard page. Payments will be done in USD.
- 4.11 It is hereby acknowledged by the Believer that the Believer shall be fully responsible for any and all taxes, interest and penalties arising from receipt by Believer of any remuneration from SellaBand. In addition to the general indemnification granted elsewhere by Believer to SellaBand, Believer hereby agrees to indemnify and hold SellaBand, its officers, directors, shareholders, predecessors, successors- in-interest, employees, agents, subsidiaries and affiliates, harmless from any demands, any withholding tax on capital, loss, liability claims or

expenses (including attorneys' fees), made against SellaBand by any third party due to, or arising out of or in connection with, Believer's uses of the Site.

#### **5. Believer's obligations**

- 5.1 The Believer agrees to fill in the Registration Form completely and truthfully.
- 5.2 The Believer is only entitled to register when he/she has accepted the terms of use and the privacy policy. The Believer warrants that he/she is authorized to conclude this Agreement and indemnifies SellaBand against all claims of third parties resulting from the lack of such authorization.
- 5.3 The Believer agrees to answer and to document any questions SellaBand may have in relation to registration issues.
- 5.4 The Believer agrees to immediately pay the amount (including administration and administration costs) to SellaBand when purchasing a Part. Payment can be made by, but is not limited to, credit card, paypal and, where available, electronic banking.
- 5.5 The Believer herewith agrees to handle the payment transfer via an Internet payment system.

#### **6. Obligations of SellaBand**

- 6.1 SellaBand agrees to administer separately from SellaBand's assets any payments received from the Believer until the Goal has been reached. SellaBand has appointed a trustee for administering the money until reaching the Goal.
- 6.2 SellaBand shall keep strictly confidential any data concerning the Believer that are marked as confidential. Besides, the supplementary provisions of the privacy policy shall apply.

#### **7. Protection of intellectual and industrial property rights**

The Believer agrees not to infringe the intellectual and/or industrial property rights in relation to brands, trade names, trademarks, copyrights and/or neighboring rights of SellaBand, and notably the SellaBand program and the website, and not to distribute, modify, reproduce or use in another way the brands, trade names, trademarks, designs and other protected objects. All the brands and trademarks that are possibly protected by third parties and are mentioned on the Internet offer are, without restriction, subject to the provisions of the labeling and property laws in force.

#### **8. Termination of the Agreement**

- 8.1 The Believer may terminate this Agreement at any time without indication of reasons.
- 8.2 SellaBand may terminate this Agreement without notice or warning In case the Believer has not truthfully filled in the Registration Form, in case the Believer is in default despite of a warning and does not remedy the fault within an appropriate period of time, and for important reasons, especially in case of an infringement of the Agreement or the conditions of use.
- 8.3 Should the Agreement be terminated before reaching of the Goal, the Believer is entitled to repayment of the amount that the Believer has paid for one or several Music Projects, less the costs incurred for each individual Part. This payment will be transferred to the Believer's Paypal account.
- 8.4 Believers have to keep their account active to receive their income. Payments to the Believer are made according to paragraph 4.10

#### **9. Liability / exemption from liability**

- 9.1 Either party warrants to indemnify the other party against third party claims that are brought forward as a result of grossly negligent or intentional misrepresentations by the warranting party in relation to any service promises under this agreement or the conditions of use.
- 9.2 SellaBand is not liable for the non-accessibility of the SellaBand website ([www.sellaband.com](http://www.sellaband.com)) or associated websites such as the Artist's website, irrespective of the reasons of such non-accessibility.
- 9.3 SellaBand shall not be liable for any - direct either indirect - damage or loss suffered by the Believer(s) arising from any failure to meet any guarantee or obligation set out in this Agreement in whole or in part, including but not limited to damage or loss arising from any failure to meet any guarantee or obligation mutually agreed between Artist and the Believer(s) involved. Both Artist and Believer(s) involved are independently liable for such damage or loss.

#### **10. Written form, applicable law and jurisdiction**

- 10.1 All the declarations transmitted in connection with the use of the website must be made in writing. This may be done by sending an e-mail.
- 10.2 The provisions of this Agreement, as well as any disputes connected with or ensuing from this Agreement, shall be governed by the laws of the Netherlands.
- 10.3 Any disputes ensuing from or connected with the provisions of these Terms & Conditions shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam.

#### **11. International**

Accessing the Service can be prohibited from territories where such Content is illegal. If you access the Service from other locations, you do so at your own initiative and are responsible for compliance with local laws.

#### **12. Validity of the Agreement**

- 12.1 Should individual provisions of this Agreement be or become void or ineffective and/or conflict with legal provisions, then this will not affect the validity of any other conditions of use. The ineffective provisions shall be replaced by the Parties to this Agreement by provisions that best meet the economic purpose of the ineffective provisions in a legally effective way. This shall correspondingly apply to any missing provisions.

12.2 In case of multi language Agreements and/or Terms & Conditions, the English version(s) of the documents concerned will at all times prevail.

**Definitions:**

<u>Agreement and Registration:</u>	The moment in which the user confirms his/her acceptance of this Agreement and other Terms and Conditions and registers formally for the SellaBand program by filling in the Registration Form.
<u>Artwork:</u>	All (photo)graphic designs, of whatever nature, produced for the purposes of and/or suitable for use in the context of sales-promoting or other expressions, of whatever nature, including but not limited to expressions in daily or other newspapers, and on radio, television, (Internet) websites and mobile carriers, on flyers, inlay cards, record sleeves, boxes and packaging materials.
<u>Believer:</u>	A member who believes in a Music Project and its success.
<u>Demo:</u>	A Recording containing a minimum of 1 (one) Track of the Artist, exclusively produced by the Artist and uploaded on their SellaBand Profile Page.
<u>Funds:</u>	The total sum which has been raised through the SellaBand Program.
<u>Goal:</u>	The target amount of fund raising.
<u>Gross Revenues:</u>	The revenues as a result of the Exploitation of Music Projects.
<u>Incentive:</u>	What a Believer will be entitled to receive in return for his/her investment in a Music Project.
<u>Investment:</u>	Amount of money pledged in a Music Project.
<u>Member:</u>	A registered user on SellaBand.
<u>Music Project:</u>	SellaBand identifies three types of Projects for which you can fund raise: Music Recording, Promo/Marketing, Concert/Tour/Festival.
<u>Music Recording:</u>	a. any sound recording made for the purpose of or suitable for the production and/or distribution and/or making available to the public of Reproductions thereof, including, unless indicated otherwise, Demos included; b. any recording of images, information, sound, data, information or a combination thereof, made for the purpose of or suitable for the production of linear and/or digital and/or interactive Reproductions thereof, which are capable of representing information, images and sound simultaneously.
<u>Net Revenues for Recorded Music:</u>	Gross Revenues reduced by all thereto related taxes, expenses and costs, including but not limited to all reasonable direct an/or indirect costs with regard to, manufacturing, distribution and stock.
<u>Net Revenues for Promo/Marketing:</u>	Gross Revenues related to the promoted item, reduced by all thereto related taxes, expenses and costs, including but not limited to all reasonable direct an/or indirect costs with regard to manufacturing, distribution and stock.
<u>Net Revenues for Live concerts / Tours / Festivals:</u>	Gross revenues generated via ticket sales for the related event(s), reduced by all thereto related taxes, expenses and costs, including but not limited to all reasonable direct an/or indirect costs, with regard to staging the event(s)
<u>Part:</u>	A declaration of faith in Artist's success.
<u>Parties:</u>	You and SellaBand.
<u>Plan:</u>	Description of the purpose of the fund raising project and details of execution and fulfilment of the Music Project.
<u>Profile Page:</u>	Your Profile Page accessible by the users of SellaBand.
<u>Program:</u>	The offering on SellaBand. Artists can fund raise a budget on SellaBand, funded by Believers, with the purpose of financing a Music Project. The program is completed when the artist has reached the goal on SellaBand.

<u>Release:</u>	The commencement of the Exploitation of the Album by the making available to the public of a certain configuration in any way whatsoever in a particular country.
<u>Reproduction:</u>	A copy of one or more Recordings as impressed on a Master, or parts thereof, for the purposes of Exploitation, in the form of gramophone records, music cassettes, compact discs and similar laser-read carriers, mini discs and other MO Discs, DCC, CD-i, CD-ROM, CD-Video, DVD, VHS, HD-DVD, Blu-Ray, UMD and any other sound and/or image and/or information carrier according to presently known like, but not limited to the Internet and/or other online distribution methods and mobile communication like UMTS, and yet unknown techniques for recording and reproduction thereof.
<u>Success fee:</u>	Percentage of the Goal that will be allocated to SellaBand for handling and administration, once the Goal has been achieved and the Funds have been made available.
<u>Target Amount:</u>	The amount of the Goal of a Music Project.
<u>Title:</u>	A Work, selected for performance or performed for the purpose of producing one or more Recordings pursuant to this Agreement.
<u>Track:</u>	A Recording of a specific performance of a specific Title, whether made as trial or test performance or otherwise, incomplete or rejected by SellaBand, irrespective of whether it is represented on the Master.
<u>User:</u>	Any user of the SellaBand website with the Internet address <a href="http://www.sellaband.com">www.sellaband.com</a> and associated websites, including the Artist's Profile pages and the download portal.
<u>Works:</u>	Musical works, with or without lyrics or text, amongst others musical works.
<u>Your Balance:</u>	Overview of your earnings and deposits on SellaBand.
<u>Your Dashboard:</u>	Personal page on SellaBand. This page is only accessible by you with a password and login. From this page you can change your profile, upload pictures, songs and videos.