



2010 El Camino Real #1132, Santa Clara, California, USA 95050

I. INTRODUCTION

This Agreement is our Terms of Service and Terms of Use: It governs our business relationship which includes and is not limited to how you access and use our website; services we provide; subscriptions; as well as our Intellectual Property Policy. If you are under the age of (18) eighteen, or do not agree with these Terms or our Policies, please do not use or access our website. This Agreement is written in every-day language for ease of use: definitions as well as Terms are provided within the Agreement. If you have any questions or comments about our Terms and Policies, please contact us at: support@coverium.com.

II. DEFINITIONS

- Account: A member or customer's account including but not limited to subscription; login; and username.
- Agreement: Terms of Use and Service, also called "Agreement".
- Artist: Musician; entertainer; composer; vocalist; or other performer.
- Company: Our Company, **Coverium.com**, also "we", "us", or "our".
- Content: Pictures; videos; illustrations; text; graphics; comments; ratings; files; interactive features; and any other digital or recorded media that is uploaded or downloaded through **Coverium.com**.
- Cover or Cover Song: new performance or recording of a previously recorded, commercially released song by someone other than the original artist.
- Intellectual Property: **Coverium.com** logo; slogans; copyrights; patents; trade secrets; proprietary information; website; and website content. Also any property belonging to an artist or **Coverium.com** account holder.
- Notes: Our internal method of exchange for services as opposed to money, to fund a member's account.
- Original Artist: Originator, composer, or creator of music; video; or other work original work.
- Privacy Policy: Company policy governing collection and use of a member's personal information.

- Submissions: Videos; files; pictures; recordings; comments; and digitally recorded media that a member uploads to **Coverium.com**.
- Transmissions: Files; content; code; programs; data; or digital media; that is uploaded or downloaded from the **Coverium.com** website.
- User: Members; also "you" or "your"; customer; or account holder.

III. ACCOUNTS

A. Accounts. All **Coverium.com** accounts are Free, but in order to upload videos and content you will need to earn "Notes", or purchase a subscription. Members promise that they: (i) Are over the age of eighteen (18); (ii) giving us truthful login information; (iii) will not access a customer's account without permission; (iv) will not open an account for a member without permission; (v) will keep all information private; and (vi) contact us immediately if their account has been hacked or breached.

B. Registration. Members will need to supply their: name; username; email; and password; when creating an account. Your **Coverium.com** account is linked to your YouTube channel, where the **Coverium.com** platform uses your channel's avatar and information to create a public profile. Upon registration, you will automatically receive 20 Notes credited to your account.

C. Security. Although we monitor activity on the **Coverium.com** Platform, we do not conduct background checks on members or artists; therefore, you understand and agree that you are fully responsible for activity on your account, and must keep your login information private. Notify us immediately if you think your account has been hacked or breached, by emailing Customer Support at: **Support@Coverium.com**.

IV. USAGE

A. Submissions. Any data, videos, content, or files that are uploaded to our platform is considered a Member Submission. **Coverium.com** account holders and members are encouraged to upload original works; videos; and content; provided they follow our simple Usage Rules as follows:

- Uploaded Content must be original and owned by the member;
- Content must not infringe upon third-party copyrights;
- Submitted content must not infringe upon third-party intellectual property rights;
- Content must not be involved in pending or threatening litigation;
- Content must not *be* involved in a validity/ownership challenge;
- Content must not contain: religious; sexual; or racially offensive material;
- Content that is pornographic; violent; is strictly prohibited;
- Content must not contain: viruses; malware; spyware; data mining code, or bots;

- Content must not contain any software, code, or files that might be harmful to our website, platform, servers, or that of our customers and affiliates;
- Uploaded content must not contain, or be a Zip file.

B. Original Artist. Coverium.com allows members to upload videos of musicians and upcoming artists who are creating original compositions, and recreating cover songs. Members and account holders agree not to infringe upon any copyrights or intellectual property rights held by original artists. Members are allowed to add the original artist name; description of the work (taken from Wikipedia); as well as a list of artist compositions; which is available publicly on the internet. We do not permit any other original artist information on the Coverium.com website, and if a member or artist discovers a copyright violation, are directed to contact our Customer Support Department immediately at: **Support@Coverium.com**. Members and artists acknowledge that the Coverium.com database is strictly created and maintained by our members who agree to hold us harmless from any indirect liability for alleged copyright violations.

C. Risk. Members understand and agree that any website content that they access or download, whether on our website; or any other third-party website; is at their own risk and agree to accept personal responsibility for any damages or losses.

V. Collection of Information About Minor Children (C.O.P.P.A.)

Coverium.com does not knowingly target or collect information from children under the age of thirteen (13).

A. Parental Consent. If you are under the age of eighteen (18) and specifically the age of thirteen (13), you are required to have parental consent to visit, access, and use our website. Failure to obtain consent will cause termination of your account.

B. Background Checks. We do not conduct background checks of our members or business partners, and we do not verify credentials of our services' members. The only exception is to verify parental consent for members under the age of thirteen (13). The parent or legal guardian warrants and agrees that it is their legal duty and responsibility to: register their children; and monitor communications between the child and other members. Coverium.com.com does not monitor member communications, and does not have the resources to warn parents or legal guardians of inappropriate behavior or communications between members of our platform.

Due to the prevalence of child predators, it is suggested that parents and legal guardians monitor their children's use and communications at all times.

C. Inappropriate Behavior. Our website allows musicians and artists of different genres; ages; locations; and ethnicity; to access; upload; and download; content through our website. Due to the interactive nature of our website, members are permitted to contact other members; rate videos; and leave comments; in order to earn "Notes", which our medium of exchange. Members and account holders acknowledge that **Coverium.com.com** has a **ZERO TOLERANCE POLICY** involving inappropriate, unethical, or illegal communications or contact between minors, members, and/or adults also accessing and using our platform. Members agree they will refrain from any inappropriate, illegal or unethical communications with minors on our website.

D. Data Review. Parents of students under the age thirteen (13), are required to provide consent and permission prior to the child's registration. If a parent or legal guardian desires to review or obtain a child's personally identifiable information collected by our company, they must contact COVERIUM.COM in writing, and then verify their identity by providing government or other appropriate identification documents. Parents and Guardians can contact us at: **Support@Coverium.com**.

VI. SUBSCRIPTIONS

A. Levels. We offer four different levels of accounts: **Free; Talent; Pro; and Star**. Free accounts have limitations and must obtain 15 "Notes" to post a video and 20 "Notes" to synchronize their statistics. **Talent, Pro, and Star** levels vary on functions and price from monthly to annual subscriptions between \$5.00 per month up to \$199.00 per year. Please see: <https://www.Coverium.com/upgrade> for more information on plans.

B. Renewals. Subscriptions are automatically renewed every month, or year, depending up the chosen plan. You must contact Customer Support or choose the "cancellation" option in your account menu to end your subscription.

C. PayPal. All payments are processed through PayPal. If you have a problem or question about your subscription, you must contact PayPal. **Coverium.com** does not save customer payment information.

VII. NOTES

A. How it Works. "Notes" are an internal currency unique to our website that allows members to earn credits when they watch; comment; or rate **Coverium.com** artist videos. Free account members need notes to post new videos (15 Notes) and operate their account (up to 1 video per day). Watching, voting, and commenting on other

member's videos help members earn between 1-3 Notes. If your Note balance reaches (0), the account will switch to silent mode: videos will be excluded from all charts until more notes are received.

If Free members are not able to provide feedback, they should consider upgrading to Talent, Pro, or Star, to obtain higher chart ratings without having to earn Notes.

VIII. REFUNDS AND CANCELLATIONS

Coverium.com customers can cancel their account, or request a full refund within the first seven (7) days after establishing their account and purchasing a plan. No refunds are given after the expiration of the (7) day waiting period.

IX. INTELLECTUAL PROPERTY

Coverium.com retains all rights, title and interest to our own website and its' content which is protected by copyrights, trademarks, service marks, patents, trade secrets or other laws, both locally and internationally. You promise not to interfere with these rights, and to follow all applicable intellectual property laws.

X. TERMINATION

A. Cancellation. Members can terminate or cancel their **Coverium.com** account at any time. Please understand, that when your account is terminated, you will no longer be able to login or access your account, nor will refunds be granted.

B. Violations. **Coverium.com** reserves the right to cancel or terminate any member's account with or without notice for: violating our Terms of Use; Terms of Service; engaging in illegal activity; violating national or international copyright and intellectual property laws; for transmitting inappropriate or obscene content; uploading or downloading viruses, bots, data mining software, trojans, or malware.

XI. DMCA POLICY AND COPYRIGHT VIOLATIONS

If you believe a **Coverium.com** member or account holder has committed a copyright violation, please immediately notify Customer Support or our Copyright Agent at: **coverium@gmail.com**, as follows:

A. Copyright Violation Claim. All claims must be in writing (via email or by post). The claim must contain your: name; address; email address; contact information; and proof of ownership. The claim must also:

- Identify the property, work, or content that has allegedly been infringed;
- Identify the location of the property, or work you believe has been allegedly infringed;

- State the name or identity as well as contact information of the person you believe committed the infringement.
- Provide a signed statement under penalty of perjury, stating you did not give permission to the alleged violator to use the copyrighted material;
- If the claimant is not the owner of the work, then you will also need to give us a signed statement stating you are authorized to represent the original owner of the work, and the original owner's contact information.

B. Investigation. We will conduct an investigation when Customer Support or the Copyright Agent receives your claim. We will immediately:

- Freeze the alleged violator's account;
- Conduct an investigation;
- Verify the claim;
- Notify the violator of your claim; and
- Send you a prompt response about our investigation.

C. Warning. First-time offenders will receive a warning, and the violating content will be deleted from their profile or account. Upon receiving a second complaint, the offender's account will be terminated; and the member will be banned from our website. If the member was running a promotion via Talent; Pro; or Star; Levels, we will issue a pro-rated refund depending upon the number of days left in the promotion event.

D. False Claims. If the Copyright Agent or Customer Support discovers the Claimant filed a false claim, we will immediately release any disputed material back to the original owner, and unfreeze their account. The Claimant also agrees to be personally and financially responsible for all costs or fees incurred as a result of the investigation, including but not limited to attorney's fees, legal fees, and expenses.

XII. USER SUBMISSIONS

A. Compliance. All user submissions must abide by our Terms of Use, Terms of Service, as well as YouTube's Term's of Service regarding copyright violations.

B. Warnings. First-time offenders will receive a warning for copyright violations; second-time offenders will have their account terminated; content removed; and will be banned from our website. We also reserve the right to pursue legal action against anyone violating our Terms of Service or Intellectual Property Policies. For more information, please visit:

<http://diymusician.cdbaby.com/youtube/posting-cover-songs-on-youtube-music-licensing-law-explained/>

XIII. LICENSE

A. Unrestricted License. Members grant **Coverium.com** an unlimited, world-wide unrestricted license to: display; use; modify; or otherwise control content uploaded to our website including but not limited to videos; pictures; graphics; illustrations; files; information; data; text; and comments. Members understand that they are not entitled to any royalties or compensation in exchange for uploading videos or content to the **Coverium.com** platform. In addition, members grant us license to use; display; alter; or modify; content, videos, or other data to help us promote our website.

B. Limited License. **Coverium.com** grants members and visitors a limited, world-wide license to: display or use content on it's website, for personal use only. At no time shall videos; pictures; graphics; or any other content within our website be used for commercial purposes. Members may not sell; assign; or transfer any rights or privileges that accompany this license.

XIV. CUSTOMER SUPPORT

A. Customer Support. Our company provides professional support services to our members. To contact support, send us an email containing: their username; date; and a description of your question or problem. A Customer Service Representative will contact you within: 48 hours.

B. Maintenance. The **Coverium.com** I.T. Team regularly conducts conduct system checks of our company website. When that happens, our platform may be down or inaccessible. If for any reason our website is down for more than 24 - 48 hours, we will give members notice on our website.

XV. THIRD PARTY WEBSITES

Members might find links to third-party websites on **Coverium.com**, that will redirect them to third-party or affiliate websites. If a member clicks a link, or follows a hyperlink to a third-party website, they are doing so at their own risk. Members understand and agree that we have no control over third party websites whatsoever; therefore, we are not responsible, directly or indirectly, for any damages or losses that might happen as a result of a member accessing or using these links or websites.

XVI. WARRANTY

Members acknowledge that they are using the Coverium.com website at their own risk. Our company makes no warranty; guarantee; implied warranty or promise; regarding access to the website; accuracy of website content; that our website will be free from errors or malware; or that all content uploaded or transmitted through our website is correct; accurate; or user-friendly. Members agree to accept all responsibility or liability when accessing, using, or otherwise transmitting data to and from our website.

XVII. LIMITED LIABILITY

Customers acknowledge that they are solely responsible for their submissions, and that **Coverium.com** is not responsible for any errors, omissions, or intellectual property rights violations committed by other members or customers. Since we have no control over the content submitted by our customers, you agree to hold **Coverium.com**; their directors, owners, staff, employees, and agents; harmless for any alleged violation or copyright infringement.

XVIII. FORCE MAJEURE

Force Majeure means "any event" that might occur that is "beyond our control", or that of our member or customer. Neither **Coverium.com**, nor our customer shall be responsible for any failure to perform if it involves: vandalism, fire, flood, strike, labor unrest, riot, act of civil or military authority, accident, acts or omissions of carriers, or Act of God, or other event beyond their control. When we become aware of any force majeure event, it will be posted on our website, or sent via email for our customers. Any changes in our service, or resumption in our service will be posted on the **Coverium.com** website.

XIX. NOTICES

Any Notice that is required in this Agreement must be in writing and sent to parties as follows:

Notices can be delivered via: email; post; or overnight/special courier. Customers can opt out of email notifications clicking the "unsubscribe" link in any email received from **Coverium.com**. All other Notices are to be sent to the last known address or email address for **Coverium.com**; or to the customer's last known address/email address.

Coverium.com

XX. SEVERABILITY

If any clause or provision in this agreement is considered unenforceable, illegal, or invalid under any law or statute, or made invalid by an Order of a Court of law, the invalid, illegal, or unenforceable clause shall not make the balance of this Agreement invalid. Any questionable or unenforceable provision shall be considered altered and interpreted so it does not affect the rest of this agreement.

XXI. DISPUTES

A. Mediation. In the event either **Coverium.com** or the member/account holder has a dispute about our Terms of Service, Terms of Use, or its interpretation, we agree to resolve the dispute

via Mediation, located in Minsk, Belarus, and we both agree to share the cost and choice of a Mediator.

B. Notice. The disputing party shall send the non-disputing party a thirty (30) day written Notice of Intent prior to filing a Mediation claim, giving the parties the ability to resolve the dispute before Mediation. Notices shall be served as provided within this Agreement. Upon filing of the complaint, Mediation shall be conducted via Arbitration Rules.

C. Courts. If the parties are unable to find a resolution with mediation, or do not agree with the decision of the Mediator, either party may file a claim with the appropriate Court having jurisdiction in Belarus. The prevailing party shall be entitled to reimbursement of any costs and fees, including but not limited to attorney's fees.

XXII. GOVERNING LAW

These Terms of Use shall be governed by and construed in accordance with the laws of The Republic of Belarus, excluding conflicts of law provisions and C.I.S.G. (U.N. Convention for the International Sale of Goods and Services). If there is any dispute regarding the terms of this Agreement, the laws of The Republic of Belarus will govern.

XXIII. CONTACT

You can contact **Coverium.com** at:

Email: coverium@gmail.com

Address: 2010 El Camino Real #1132, Santa Clara, California, USA 95050

Effective Date: **1 Jan 2017**