

## **Terms and Conditions**

These General Terms and Conditions are governed by Ukraine laws and will be interpreted in accordance with Ukrainian courts.

The website "<https://www.lcabeatz.com/>" (hereinafter referred to as the "Site") is a site offering music products and services including primarily: the acquisition, by download, of original musical arrangements. "Download" is defined as the transmission and reproduction of a digital audio file including the recording selected by the Customer. The notion of "original" describes a musical arrangement that has never been used in any previous phonographic publication by any third party.

- Each musical arrangement (hereinafter referred to as "Instrumental" or "beat") listed for sale on the Site is available for listening (streaming) via a music player (published by BeatStars Inc. – [www.beatstars.com](http://www.beatstars.com)), with no restriction in terms of frequency or duration.

### **IMPORTANT:**

All orders placed on the Site are subject to these Terms. All purchases on the Site constitute unconditional acceptance, by the Customer, of the FAQs and the present contract (Terms). LCABEATZ reserves the right to modify or change these Terms at any time. The version of the Terms that apply to any transaction is the one available online on the website [www.beatsavenue.com](http://www.beatsavenue.com) at time of order.

### **CUSTOMER**

The Customer means the party contracting with LCABEATZ who ensures to be a private individual/consumer as defined by Ukraine law and jurisprudence. The Customer declares to be at least 18 years old and to have the legal capacity or to have a parental authorization allowing him to place an order on the Site.

### **NATURE OF THE TERMS AND CONDITIONS**

These Terms do not grant the Customer in any way the quality of employee, representative or agent of LCABEATZ.

Customer and LCABeatZ further state that these Terms may under no circumstances be regarded as a constituent act of a corporation or any legal entity, and that any form of "affectio societatis" is expressly excluded from their relationships.

### **PRODUCTS AND SERVICES**

The products and services offered for sale are those described on the Site. lcabeatz pays the greatest possible attention to the presentation and description of these products and services to satisfy Customer's information. Some errors or omissions may appear in the content of the Site, the Customer acknowledges and agrees to it.

- **Licensed Instrumental/beat (lease and exclusive)**  
The site offers the purchase and download of licensed Instrumentals/beats (digital audio files in mp3 and/or wav), i.e. without transfer of ownership to the Customer. The site remains the owner of the Instrumental/beat and provides a license granting either non-exclusive (leasing) or exclusive rights to the Customer in exchange to the payment of a non-refundable fee (license fee).

As long as a lease Instrumental/beat is available in the Beat Store music player on the Site, it can be purchased and downloaded by multiple Customers, with no limitation in terms of number. Two types of leasing licenses are proposed to the Customer: Standard, Unlimited.

An exclusive Instrumental/beat is sold to one unique Customer only, it can't be resold by the Site.

Leasing and Exclusive licenses are legally binding contracts made between the Customer and LCABEATZ.

## ORDER

- **Procedure**
- Any order on the Site is subject to compliance with the procedure set up by LCABEATZ, with an obligation to follow different steps to complete the purchase. The Customer will have the opportunity, before validating the order, to verify the details of it and its total price, and to correct any errors before confirming it to express his acceptance. Any confirmed order by the Customer equals to a sales contract and acceptance of all provisions hereof, including the present Terms and Conditions.
- For any order of licensed Instrumentals/beats (lease and exclusive): instant payments are made on the day the order is confirmed, as described in paragraph 5. Whenever a Customer buys a licensed Instrumental/beat on the Site, he acknowledges having read and accepted the particular conditions of use and exploitation of it, set forth in the appropriate Leasing Agreement (Standard, Unlimited) available on the Site. These Agreements legally bind the Customer and LCABEATZ.  
Moreover, after any purchase of a licensed Instrumental/beat on the Site, the Customer will receive a dated and nominated copy of the related Agreement by email.
- For any order whatsoever, a confirmation email (with details of: product/service ordered, price, quantity ...) will be sent to the Customer, either:
- By Beatstars Inc. for licensed Instrumentals/beats (digital audio files in mp3 and/or wav) ordered from the music player on the Site,
- For this purpose, the Customer formally accepts the use of email for the confirmation of the contents of his order.
- **Information – billing**  
When ordering, some information will be requested. The Customer agrees to provide accurate information and to modify them if necessary.  
LCABEATZ reserves the right to ask the Customer for any missing information (billing address etc.) for the legal purpose of invoicing. This information is used solely for that purpose and will not be disclosed to any third parties.

## PRICE AND METHOD OF PAYMENT

- **Pricing**
- **For orders of licensed Instrumental/beat**, prices (i.e. price of licenses) are displayed, by default, in US Dollars (\$) in the Beat Store music player on the Site, including all taxes.  
The total order price (all tax included) is indicated at the bottom of the Beat Store music player when choosing Instrumentals/beats. The total amount, including any discounts,

is summarized when placing the order and before its confirmation.

Regarding billing, prices take into account the applicable VAT at date of order.

- LCABEATZ reserves the right to change its prices at any time but the products and services will be charged on the basis of prices prevailing on the Site at the registration of the order for licensed Instrumentals/beats and mix/mastering services, or on the basis of the mutually agreed price between the Customer and LCABEATZ for any Custom Beat/Instrumental service.
- **Methods of Payment**  
For any order on the Site (licensed Instrumentals/beats and “On Request” services), the payment of the products and services is made by Paypal:
  - Either through his encrypted and secured account, if the Customer has a Paypal account or
  - Either by credit/debit card, if the Customer chooses this option. This payment will however be secured by the Paypal services.
  - In the case of Custom Beat/Instrumental service, payment may also be made by bank transfer upon request.
- **Service charges and penalties**  
The Customer remains solely responsible for any service charges or additional penalties applied by Paypal services in the event of insufficient funds for example, or other problems that are not caused by the Site. LCABEATZ can not be held responsible for any charges or penalties relating to Customer’s PayPal account.
- **Proof of purchase and download**  
The data recorded and stored by BeatStars Inc. and LCABEATZ constitute proof of the order and all transactions. The data recorded by the payment system constitute proof of financial transactions. These data may be used as evidence in case of dispute with the Customer.

## **DIGITAL DELIVERY**

- By following the purchase procedure of licensed Instrumentals/beats on the Site and after payment, an email is sent directly to the Customer, without delay, providing the download link(s) of the ordered digital audio file(s) (in mp3 and/or wav format).
- Regarding the “On Request” services on the Site, such as mixing/mastering and Custom Beat/Instrumental, time frame for service completion and delivery (digital audio file sent by email) are variable. It is discussed on a case-by-case basis with each Customer, depending on the specific nature of the request. However, upon acceptance of the offer by the Customer and receipt of payment requested by LCABEATZ, the service shall be performed and delivered in less than 14 days.

No delivery charges are applied to all the products and services proposed by the Site.

## **PROTECTION OF PERSONAL DATA**

As part of the operation of the Site, LCABEATZ may collect personal data. These data will be processed in accordance with the purposes for which it was collected.

The Customer acknowledges to have read it.

## **LIABILITY**

LCABEATZ can not be held liable for non-performance or improper performance of the contractual obligations attributable to the Customer, including during order entry.

LCABEATZ can not be held liable or deemed to have breached these conditions, for any delay or failure, when the cause of delay or failure was due to a force majeure as defined by the jurisprudence of French courts.

### **MISCELLANEOUS**

Any Failure by either Party, Customer or LCABEATZ, on one or more occasions, to invoke one or more of the provisions hereof, shall under no circumstances be interpreted as being a waiver by the interested Party of its right to invoke said provision(s) subsequently.

These Terms do not confer any exclusivity in the provision of services, or guarantee of quantity or market share to the Customer.

In the event that one or more of the provisions hereof were to conflict with a current or future applicable act or legislative text, said act or legislative text shall prevail, and the Parties shall make the necessary amendments to comply with said act or legislative text. All other provisions remain in full force. Similarly, the nullity, for any reason, of any provision of the Terms shall not render void the entire Terms.

### **APPLICABLE LAW AND JURISDICTION**

Any placed order implies full acceptance of the Customer to these General Terms and Conditions. These General Terms and Conditions are governed by French law. In case of dispute, only French courts are competent. In case of problem or complaint in connection with an order, the Customer may contact LCABEATZ Customer Service to find an amicable solution via the contact form on the website.

### **DISPUTES**

For any complaint, please contact LCABEATZ Customer Service at its postal address indicated in the present General Terms and Conditions or via the contact section of the Site.