

Terms and Conditions

Welcome to G=TE.

G=TE operates the online music platform available under URL welcometogate.com (hereinafter referred to as “Platform”). Open calls for electronic music tracks (hereinafter referred to as “Releases”) are organized on a regular basis on the Platform. The Releases involve an Initiator (hereinafter referred to as “Initiator”) who creates a Release and a Producer (hereinafter referred to as “Producer”) who submits electronic music tracks (hereinafter referred to as “Tracks”). The Initiator and the Producer further enter into ‘s Terms and Conditions Concerning Post-Selection Arrangements (“Post-Selection Terms”). Additionally, the Initiator and the Producer enter into a legal relationship with G=TE based on these Terms and Conditions, the Post-Selection Terms, the Privacy Policy, the AI & Music Originality Policy, and the FAQ (hereinafter collectively referred to as “Agreement” or “Agreements”). The Initiator releases the Tracks on behalf of a Label (hereinafter referred to as “Label”). From now onwards "You/r" refers to both the Initiator and the Producer, as applicable.

The Terms and Conditions listed below contain the basic rules governing the use of the Platform and all associated legal transactions and quasi-contractual actions between the Initiator, the Producer and G=TE. In addition, they define rules on the usage of the Releases.

Consent

Please read the Agreements carefully. Unless You agree to all of the terms set forth in these Agreements, You should not use the Platform and/or its services available on the Platform (hereinafter referred to as “Services”). By accessing or using the Platform and registering for an account, You warrant that (i) You have read, understood, and agreed to abide by the Terms and Conditions and that You are either at least 18 years of age or older or have reached the age of adulthood in Your jurisdiction (at least reaching the age of 16 if You live in the European Union).

Description of G=TE

G=TE operates the Platform on which Initiators can create Releases for Producers to submit their Tracks.

It is the go-to platform for electronic music where Labels connect with Producers by putting the focus back on music. G=TE focuses on the less commercial side of electronic music (no EDM or trance, for example).

New tools and resources may be released on the Platform, new versions of the Platform may be made available, or other services and/or features for the Platform may be introduced. Any new services and features will be subject to these Terms and Conditions.

Your User Account

In order to be able to use all the functions of the Platform, and in particular in order to create a Release OR to submit Tracks, a registration on the Platform is needed by You. For identification purposes among other things, G=TE provides an online form for the registration. The submission of the online form signifies Your acceptance of the Agreements. By submitting the form, a profile on the Platform gets created. At the same time, You receive a confirmation email containing a link at the email address You have given. By clicking on the link, You verify the email address and, by extension, the user account.

You are obliged to provide truthful and, where the information is mandatory, complete details for the information required during registration. In particular, You are not permitted to enter details of third parties as Your own. G=TE reserves the right to demand proof of Your identity and of the authenticity of the details provided in the course of registration. Furthermore, G=TE also reserves the right to verify Your identity by examining technical information (such as IP address) or through the use of other technical means. After registration, You must immediately update any information supplied in Your user account should it change. Multiple registrations under different user names are permitted under the condition that different email addresses are used.

For logging into Your user account, You create a password alongside entering Your first and last name as well as Your email address (hereinafter referred to as "access data"). You must keep the access data secret and store them safely from access by unauthorized third parties. It is not permitted to disclose the access data to third parties. If You lose the access data, or if they discover or suspect that the access data is being used by an unauthorized third party, they must report this to G=TE immediately.

By clicking on "forgot password" You can ask to reset Your password by requesting to be emailed a recovery link.

A part of Your user account is the Producer Credit. Instead of paying track by track each time You participate in a Release, You also have the option to buy Producer Credit, which You can use up throughout time as You wish. The Producer Credit has no expiration date. By deleting Your user account, You have the option to get a refund of Your remaining Producer Credit or to waive such right.

G=TE reserves the right to decline Your registration without giving any reason.

The Releases

To satisfy Your interest for new Tracks OR to offer You a possibility to present Your Tracks as well as to make You known to each other, G=TE allows You to create and participate in Releases.

A Release is an open call for Tracks by an Initiator with the commitment that the Initiator or the Label of which the Initiator acts on behalf will sign and release at least one track according to the Post-Selection Terms. Each Release has signed Tracks (at least one) and optional Runner-Ups which need to be awarded by the Initiator. Each Release has rewards for the selected Tracks. The Tracks in a Release are only visible to the Initiator (except for the selected Tracks which will later be made visible to the public at the time decided by the Initiator). Releases have clearly defined phases and a release date (known as 'Actual Publication Date') of the selected Tracks declared by the Initiator, and by which You are expected to abide. Two weeks before the end of the selection phase an optional background check can be executed by the Initiator on the signed track and other publicly available content connected to the Producer as well as their identity. The minimum number of Tracks which have to get uploaded to a Release is 75. In case this minimum amount of 75 Tracks is not reached by the end of a Release the Initiator can request the cancellation of the Release.

G=TE has a right to approve and reject the creation of a Release.

The Tracks

By submitting a Track in a Release, You agree to pay the corresponding submission fee. Such fee is non-refundable.

If the customer is an entrepreneur within the meaning of § 14 BGB and provides a valid VAT identification number (VAT ID) at the time of purchase, the transaction will be treated as a reverse charge supply and no VAT will be charged.

The VAT ID must be provided during the checkout process. A subsequent change of the VAT treatment, in particular a refund of VAT after completion of the purchase, is excluded.

All Tracks and other content, data or information that You upload, store, transmit, share or make available on or through the Platform (hereinafter "Your Content") is created and controlled solely by You and not by G=TE and is owned solely by You and not by G=TE.

G=TE does not claim ownership of Your Content, and You hereby expressly acknowledge and agree that Your Content remains solely Your responsibility.

If You as a Producer submit a Track which is based on a collaboration You will need to confirm the clearing of all rights of the others from Your collaboration (such as through assignment and licensing).

You may not use the Platform to upload, store, distribute, send, transmit, display, perform, make available, continue to make available or otherwise publicly perform any Content to which You do not hold the required rights. In particular, any unauthorized use of copyrighted material within Your Content (including by copying, distributing, modifying, adapting, publicly displaying, publicly performing, creating derivative works, making available, or otherwise publicly reproducing it through the Platform), whether unauthorized or subsequently unauthorized, is a violation of third party rights and is strictly prohibited. Such infringements may result in termination of Your access to the Platform, as well as civil or criminal prosecution by or on behalf of the applicable rights owner.

There are exceptions to copyright infringement. You must conduct legal assessments and confirm that Your Content falls under an exception before putting the Content up on the Platform.

Warranties related to Your Content

You hereby warrant to G=TE that:

a. Your Content is true and is either an original work of authorship by You or You have obtained all rights, licenses, consents and permissions necessary to use Your Content in accordance with these Terms and Conditions at all times during Your use of the Platform (including all time when Your user account remains open and undeleted) and to authorize G=TE to use Your Content in accordance with these Terms and Conditions, including, without limitation, the right to upload, copy, store, transmit, distribute, share, publicly display, publicly perform, make available and otherwise publicly perform Your Content and any portion thereof on, through and via the Platform, its Services, and any social media account controlled by G=TE.

Moreover, You authorize G=TE to use Your Content for analytical purposes.

b. Your Content does not infringe any third party rights, including, without limitation, intellectual property rights, rights of performing artists, rights of privacy or rights in confidential information. Your Content complies with the AI & Music Originality Policy.

- c. You have obtained all necessary consents, permissions, and/or releases from all persons appearing in Your Content to include their names, voices, performances or likenesses in Your Content and to release them on the Platform.
- d. Your Content is not unlawful, offensive, libelous, defamatory, pornographic or obscene, nor does it glorify or incite violence, terrorism, unlawful acts or hatred based on race, ethnicity, cultural identity, creed, disability, gender, identity or sexual orientation.
- e. Your Content does not give rise to any liability, claim, or demand against G=TE. G=TE reserves the right to remove Your Content, suspend or terminate Your access to the Platform, and/or pursue any and all remedies if G=TE believes Your Content violates the foregoing warranties or otherwise infringes the rights of any other person or violates any law or other applicable regulation. You shall indemnify G=TE of any of Your Content which violates the obligations in this clause.

Critical content

Notwithstanding that G=TE is under no legal obligation to review Content on the Platform, G=TE reserves the right to block, remove or delete Content and to restrict or limit access to Content at any time, for any reason, and without liability, in particular, if there is reason to believe that such Content (i) infringes or may infringe the rights of any third party, (ii) has been uploaded or posted in violation of these Terms and Conditions, the AI & Music Originality Policy, or applicable law, or (iii) is otherwise unacceptable to G=TE.

Obligation to cooperate

You represent and warrant that You will do everything in Your power to fulfill Your contractual obligations within the framework of a Release and inform each other (either the Initiator or the Producer) immediately if You are unable to do so.

If You, an Initiator, miss to select and mark Tracks within 3 weeks of the official deadline (“the Grace Period”), G=TE has a right to do so after the Grace Period.

For signed Tracks selected by G=TE, the Initiator may choose to release them or pay a compensation of 750.00 EUR to the Producer of each signed Track (which accumulates if multiple Tracks from the same Producer are signed).

For these Tracks that are Runner-Ups, G=TE selects and marks those and the Initiator fulfills the rewards as part of their obligation in the Release.

The Transfer of Rights

The signed Tracks will be transferred or assigned according to the Post-Selection Terms.

G=TE's Liability

G=TE will use reasonable efforts to correct any defects on the Platform as soon as practicable after G=TE becomes aware of them. G=TE makes no promises, guarantees or warranties of any kind with respect to the Platform. G=TE does not warrant that Your use of the Platform will be uninterrupted, timely, or error-free. Or the servers connected to the Platform are free of malware or other harmful components. G=TE does not warrant that the elements of the Platform designed to prevent unauthorized access will be effective in all cases. G=TE does not warrant that Your use of the Platform will be lawful in all jurisdictions.

G=TE will be liable in accordance with statutory provisions for loss or damage incurred by You that result from intent or gross negligence, that is the consequence of the absence of a guaranteed quality, that is due to a culpable breach of fundamental contractual obligations, that is the consequence of culpable injury to life, body or health.

Contractual obligations are such contractual obligations whose fulfilment is essential for the proper execution of the Agreement.

In the event of infringement of a contractual obligation – provided damage is only due to minor negligence – liability will be limited to such damage that must typically be expected to arise from use of the Platform.

Your right to claim damages will lapse after one year. The expiry period begins on the date such entitlement to claim damages arises and the client's knowledge of or the grossly negligent ignorance of the reasons for such claims and of the identity of the infringing party.

In no case will the maximum liability of G=TE exceed 75.00 EUR.

Termination

These Terms and Conditions are concluded for an indefinite period.

You can terminate the Agreements by deleting all Your user accounts and immediately ceasing all use of the Platform or the Services. The Agreement cannot be terminated while

Your Track is still part of a Release that has not yet concluded or You have set up a Release which has not yet concluded.

In case You breach any obligations in these Terms and Conditions G=TE has the right to terminate the Agreements and remove Your accounts with immediate effect.

Data Protection and Non Disclosure

All information relating to data protection and data security can be found in G=TE's [Privacy Policy](#).

G=TE will treat all information that it becomes aware of in the course of cooperation with You and which is not intended to be disclosed to third parties with the utmost confidentiality. G=TE will oblige third parties who receive such information and documents for the purpose of performing work in connection with this Agreement to observe the same confidentiality. The obligation of non-disclosure applies beyond the term of the Agreement and of the individual commission.

When You enter a Release You are bound to handle all information in the Release including the Tracks and information regarding their Producers- in a confidential manner and not share with any third party.

Changes of Terms and Conditions

We reserve the right to change, modify, replace or otherwise alter the Agreements at any time, for example, to implement legal or regulatory requirements or because of changes to functions or features offered on the Platform. The date of the last modification is indicated at the end of these Terms and Conditions. It is Your responsibility to check this page occasionally for updates.

Final Provisions & Governing Law

Should any provision of these Terms and Conditions be or become invalid, the validity of the rest of the Terms and Conditions and the Agreements will remain unaffected. The invalid provision will be replaced by one that comes nearest to the intent of both parties in line with what is legally possible. The parties agree that the place of jurisdiction will be Berlin for any disputes arising from the conclusion, performance or termination of the Agreements including these Terms and Conditions. The Agreements will be governed by German law.

G=TE is the business, brand, and trademark of Diana-Ileana Jianu.

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