

ZAVENTRA MUSIC GROUP (ZMG)

TERMS & CONDITIONS

Effective Date: ____

These Terms & Conditions ("Terms") govern the use of all services, platforms, websites, applications, programs, distribution services, artist services, label services, ZMG YT Studio services, casting services, and any related offerings provided by Zaventra Music Group ("ZMG", "Company", "we", "our", or "us").

By applying for, accessing, registering with, or using any ZMG service, the Applicant, Artist, Label, Rights Holder, Company, Representative, or User ("User") agrees to be legally bound by these Terms.

1. ABOUT ZMG

Zaventra Music Group (ZMG) is an Invite-Only Music Distribution Platform and media services company that may provide music distribution, content monetization, rights management, label services, artist services, YouTube services, casting opportunities, promotional services, and related digital entertainment services.

Access to any ZMG service is subject to approval, verification, eligibility requirements, and compliance with these Terms.

2. INVITE-ONLY ACCESS

ZMG operates on an invitation and approval basis.

Submission of an application does not guarantee acceptance.

ZMG reserves the right to:

- Approve or reject any application.
- Request additional information.
- Require interviews or verification.
- Suspend review processes.
- Deny access without explanation.
- Remove users who violate platform policies.

All decisions made by ZMG regarding approvals shall be final.

3. KYC & VERIFICATION REQUIREMENTS

To maintain platform integrity and legal compliance, ZMG may require:

- Government-issued identification.
- Address verification documents.
- Business registration documents.
- Tax-related information.
- Ownership verification.
- Additional compliance documents.

Users must provide accurate and truthful information.

Providing false, misleading, forged, or fraudulent information may result in:

- Immediate suspension.
 - Account termination.
 - Royalty withholding.
 - Permanent blacklisting.
 - Legal action where applicable.
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4. DISTRIBUTION MODELS

ZMG may provide services through Exclusive Distribution or Non-Exclusive Distribution arrangements.

The applicable model shall be determined through the executed agreement between ZMG and the User.

5. EXCLUSIVE DISTRIBUTION

Under an Exclusive Distribution Agreement:

- Ownership of the master recording and associated commercial exploitation rights shall be transferred to, assigned to, or controlled by ZMG as specified in the applicable agreement.
- ZMG shall possess exclusive worldwide rights to distribute, monetize, administer, license, market, exploit, claim, collect revenues from, and manage the content.
- The Artist or Label shall not distribute the same content through any third-party distributor, aggregator, label, platform, or service during the agreement term.
- ZMG may administer content identification systems, monetization systems, rights management systems, and platform-related claims.
- ZMG may manage takedowns, licensing activities, commercial opportunities, and platform relationships.

Any ownership transfer, rights assignment, acquisition, or licensing arrangement shall be governed by the applicable Exclusive Distribution Agreement executed between the parties.

6. NON-EXCLUSIVE DISTRIBUTION

Under a Non-Exclusive Distribution Agreement:

- Ownership of all copyrights, master recordings, trademarks, branding, and intellectual property remains with the Artist or Label.
- ZMG receives a limited, non-exclusive license to distribute and monetize the content.
- The Artist or Label may distribute the same content through additional distributors or services.
- ZMG shall only possess rights necessary to provide agreed services.

Nothing in a Non-Exclusive Agreement shall be interpreted as a transfer of ownership to ZMG.

7. TERM OF AGREEMENT

Unless otherwise agreed in writing:

- The minimum contract period shall be either eighteen (18) months or twenty-four (24) months, depending on the specific agreement.
- During the lock-in period, termination by the User shall not be permitted except as expressly approved by ZMG or required by law.

After completion of the initial term:

- The agreement shall automatically renew for successive one-year periods.
 - Renewal shall continue until valid termination notice is received.
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8. TERMINATION NOTICE

Either party may terminate the agreement by providing at least thirty (30) days prior written notice before the next renewal period.

Failure to provide notice within the required timeframe may result in automatic renewal.

Termination shall not affect:

- Previously accrued rights.
 - Outstanding obligations.
 - Royalties already earned.
 - Existing claims.
 - Ongoing disputes.
 - Pending investigations.
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9. REVENUE SHARE & ROYALTIES

Revenue sharing, royalty percentages, commissions, fees, advances, and financial arrangements shall be determined separately between ZMG and the Artist or Label.

The applicable percentages may vary and shall be documented in:

- Distribution Agreements.
- Label Agreements.
- Offer Letters.
- Account Dashboards.
- Written Communications.

Royalty calculations shall be based on reports received from platforms and partners.

ZMG reserves the right to adjust, withhold, suspend, delay, or recover royalties where necessary.

10. ROYALTY HOLDS

ZMG may temporarily or permanently withhold royalties where:

- Ownership disputes exist.
- Copyright claims arise.
- KYC remains incomplete.
- Fraud is suspected.
- Platform penalties occur.
- Invalid traffic is detected.
- Artificial streaming is identified.
- Legal requests are received.

Such actions may remain in effect until investigations are completed.

11. USER WARRANTIES

The User represents and warrants that:

- They own or control all necessary rights.
- All submitted content is lawful.
- Content does not infringe third-party rights.
- Required permissions have been obtained.
- Samples, beats, artwork, recordings, and performances are properly licensed.

The User accepts full responsibility for submitted content.

12. COPYRIGHT & INTELLECTUAL PROPERTY

Users shall not submit content that:

- Infringes copyrights.
- Violates trademarks.
- Violates publicity rights.
- Violates privacy rights.
- Violates applicable laws.

ZMG reserves the right to remove or disable any content suspected of infringement.

Users shall indemnify and hold harmless ZMG from claims arising from submitted content.

13. FRAUDULENT ACTIVITY

The following activities are strictly prohibited:

- Artificial streaming.
- Stream manipulation.
- Stream farms.
- Automated traffic.
- Fake playlists.
- Fraudulent promotions.
- Purchased streams.
- Fake engagement.
- Platform abuse.

Where such activity is detected, ZMG may:

- Remove releases.
 - Suspend royalties.
 - Terminate accounts.
 - Recover losses.
 - Report violations to partners.
 - Pursue legal remedies.
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14. TAKEDOWNS

ZMG reserves the right to remove, suspend, disable, or restrict content where:

- Copyright disputes arise.
- Ownership conflicts exist.
- Fraud is suspected.
- Platform violations occur.
- Legal notices are received.

- Compliance requirements are unmet.

Takedown requests may be subject to review and processing timelines.

15. ZMG YT STUDIO & CASTING PLATFORM FEES

All fees paid for ZMG YT Studio, Casting Programs, Auditions, Applications, Reviews, Evaluations, Consultations, or related services are generally NON-REFUNDABLE.

Submission of an application or participation in a service does not guarantee selection, approval, casting, employment, representation, promotion, or project placement.

16. REFUND POLICY

Refunds may only be considered where:

- A verified operational error occurs on the ZMG side.
- A technical issue prevents service delivery.
- A valid and documented reason is approved by ZMG management.

Refund requests shall be reviewed individually.

If approved:

- Refund processing shall be initiated within five (5) business days.
- Funds may take up to fifteen (15) business days to reflect in the original payment method depending on banks, payment gateways, or financial institutions.

ZMG reserves the sole right to approve or reject refund requests.

17. ACCOUNT SUSPENSION & TERMINATION

ZMG may suspend or terminate accounts without prior notice where:

- Terms are violated.
- Fraud is detected.
- False information is provided.
- Copyright issues arise.
- Platform abuse occurs.
- Legal risks are identified.

Termination may include removal of services, content, accounts, and platform access.

18. LIMITATION OF LIABILITY

To the maximum extent permitted by law, ZMG shall not be liable for:

- Indirect damages.
- Consequential damages.
- Loss of profits.
- Loss of business opportunities.
- Data loss.
- Platform outages.
- Third-party service failures.

All services are provided on an "as available" basis.

19. INDEMNIFICATION

Users agree to indemnify, defend, and hold harmless ZMG, its affiliates, directors, employees, contractors, and partners from any claims, losses, damages, liabilities, expenses, or legal costs arising from:

- Submitted content.
 - Violations of these Terms.
 - Copyright disputes.
 - Fraudulent conduct.
 - Breach of agreements.
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20. MODIFICATION OF TERMS

ZMG reserves the right to update, modify, replace, or amend these Terms at any time.

Continued use of ZMG services after updates constitutes acceptance of the revised Terms.

21. GOVERNING LAW & JURISDICTION

These Terms shall be governed by the laws of India.

Any dispute arising from or relating to these Terms, ZMG services, agreements, or business relationships shall be subject to the exclusive jurisdiction of the competent courts in Uttarakhand, India, unless otherwise specified by applicable law.

22. ACCEPTANCE

By applying for, registering with, signing an agreement with, or using any service provided by Zaventra Music Group, the User confirms that they have read, understood, and agreed to these Terms & Conditions in their entirety.

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