



## Sonic Frequency Records Terms & Conditions

### Article I – Definitions

For the purposes of these Donation Terms and Conditions, the following definitions shall apply:

1. **Sonic Frequency Records:** ENI José Gonçalves, NIF 241288843, headquarters at Rua do Fujacal 64, Braga, Portugal;
2. **User:** Any individual or legal entity that uses the Sonic Frequency Records website (whether or not they have a User Account);
3. **Utilities:** made available by Sonic Frequency Records, which consist of:
  - offering access to the Website;
  - offering access to the User Account;
  - allowing donations through a credit card or simple payment platform, the minimum symbolic value of which is €1.5;
  - if a donation is made, a download link for an audio track will be made available as a thank you for the donation.
4. **Donor:** The individual or legal entity who, using the utilities, makes Donations to Sonic Frequency Records for the benefit of the continuity of the musical project;
5. **Donation:** A sum of money donated by the Donor to Sonic Frequency Records in accordance with these terms and conditions;
6. **Single 1.5€ Button:** A button on the Donation platform that leads to a monetary processing environment for donations, with a minimum value of €1.5;
7. **Track 1.5€ Button:** A button on the Donation platform that leads to a monetary processing environment for donations, with a minimum value of €1.5;
8. **Donation Platform:** Any software provided by the Sonic Frequency Records website that allows Users to donate through their Website;
9. **Returns:** There are no return mechanisms, nor are return processes contemplated, the Donor and/or website user assumes that there will be no monetary return or services provided by Sonic Frequency Records;
10. **Website:** Single website, in the domain [www.sonicfrequency.net](http://www.sonicfrequency.net), to be managed and/or used by Sonic Frequency Records;
11. **User Account:** A record of personal and donor-related data that the donor can access with their email (and password) on the Website.
12. **GDPR:** The Donor/User may at any time request their erasure and/or any other right established by the General Data Protection Regulation of the European Union.

### Article 2 - Applicability

**2.1** These Donation Terms and Conditions apply to the content, execution and fulfilment of all Sonic Frequency Records Transactions on its website, as mentioned above. The provisions, in particular the specific ones, that deviate from these Donation Terms and Conditions are only valid if they have been confirmed in writing by Sonic Frequency Records.

**2.2** By using the Single or Track button to make a Donation, the User agrees to be familiar with and unequivocally accept the content of these Donation Terms and Conditions.

**2.3** Sonic Frequency Records reserves the right to unilaterally modify these Donation Terms and Conditions.

### Article 3 - Generalities

**3.1** Sonic Frequency Records offers Donors the opportunity to make a single Donation, which will be invested by Sonic Frequency Records as referred to in Article 4.3 of these Donation Terms and Conditions.

**3.2** The Donation will remain in the account associated with Sonic Frequency Records and the money legally belongs to Sonic Frequency Records. Sonic Frequency Records undertakes to fulfill the obligation that is associated with the Donation as referred to in Article 4.3 of these Donation Terms and Conditions.



**3.3** If the User does not agree to these Donation Terms, they should not use the donation mechanisms on the Sonic Frequency Records website.

## **Article 4 - Rights and Obligations of Sonic Frequency Records**

**4.1.** Donations received will be used by Sonic Frequency Records for Investments to benefit the musical artists involved in the project, in accordance with Article 4.3 of these Donation Terms. **4.2.** Sonic Frequency Records will not keep records of Donations and their resulting investment from a specific donation. **4.3** Sonic Frequency Records aims to ensure that artists receive the greatest possible long-term benefit from the return on a regular basis, thus providing a stable, periodic, always continuous and always increasing source of income for the continuity of the musical project. To achieve this objective, Sonic Frequency Records must ensure, among other things, that a portion (at least 50%) of the proportional share of the Revenue referred to in Article 4.1 is retained for investments by Sonic Frequency Records itself, for its growth, with the aim of creating a stable platform for maintenance and recruitment of artists, including new talents.

## **Article 5 - Rights and Obligations of the Donor**

**5.1** The Donor is aware that, if they agree to these Donation Terms and Conditions and donation a Donation Agreement will be established between the Donor and Sonic Frequency Records. This Donation Agreement is entered into with the obligation for Sonic Frequency Records established in Sections 4.1 e 4.3.

**5.2** The Donor is aware that if they agree to these Donation Terms and Conditions and make a Donation, the Donation is irrevocable, and they will never be able to receive the Donation back.

**5.3** By making a donation to Sonic Frequency Records, the Donor guarantees that the information they provide (including personal data such as name and email address) is correct and complete.

**5.4** By making a donation to Sonic Frequency Records, the Donor agrees to the Donation Terms and Conditions.

**5.5** The Donor agrees that Donations are not deductible and that they are solely responsible for the Donations made and that Sonic Frequency Records has no responsibility for them.

## **Article 6 - Donations and Users**

**6.1** Donations are irrevocable and without direct compensation.

**6.2** The Donor donates to Sonic Frequency Records and Sonic Frequency Records accepts this donation.

**6.3** As a thank you from the artists, the Donor will have access to a download link for an audio track for a period of 72 hours, coinciding with the selection made by the user to whom they are donating.

**6.4** The Donor is responsible for providing all the necessary information about the Donation and the choice they want to benefit from their Donation, namely the artists and their audio tracks.

## **Article 7 - Liability**

**7.1** Sonic Frequency Records is not liable for damages caused by third parties.

**7.2** Sonic Frequency Records' liability is excluded to the extent that the relevant damage is caused by an event attributable to the User.



**7.3** In all circumstances, Sonic Frequency Records' liability is limited to the Donor's direct damages.

**7.4** Sonic Frequency Records will never be liable for damages caused by the non-functioning or incomplete functioning of the Website(s) and/or the Donation Platform or parts thereof that result in loss of income for the Donor.

**7.5** Sonic Frequency Records will not be liable for anything that the User is obliged to do to third parties, except for its direct obligation to the User, as follows from these Donation Terms and Conditions.

## Article 8 - Applicable Law and Disputes

**8.1** These Donation Terms and Conditions are governed by Portuguese law.

**8.2** All disputes between the parties, including those that are only considered as such by one of the parties, will be settled by the competent court of the place of business of Sonic Frequency Records, currently Portugal. However, Sonic Frequency Records reserves the right to choose the country and the competent judge, by law or by treaty.

**8.3** If any provision mentioned in these Donation Terms and Conditions, and applicable to the User, is declared null and void, then this provision will be replaced by a valid provision, which corresponds as much as possible to the same intention. The validity of the remaining provisions of these Terms of Donation will remain unchanged.

## Article 9 - Intellectual Property

**9.1** All intellectual property rights relating to the content and layout of the Website and the Donation Platform belong to Sonic Frequency Records. The copying, distribution and any other use of these materials is not permitted without the express written permission of Sonic Frequency Records, except and only to the extent that the contrary is established in regulations of mandatory laws.

**9.2** It is not permitted to include web pages or individual elements (such as images, videos or interactive applications) of the Website and/or the Donation Platform in a set of frames or process them through another web page, if when doing so the origin of the material is not clearly indicated.

**9.3** It is not explicitly permitted to download, copy, modify, distribute, use for direct or indirect commercial purposes or use any files, data, programs and/or materials for any purposes other than those mentioned above, except with the express written permission of Sonic Frequency Records.

By donating, you are implicitly accepting these terms and conditions. A donation is a voluntary and non-refundable offer. Your donation will be processed, in Euros (€), by a third-party payment service provider, in accordance with its respective terms and conditions of payment. The Donation will be used to finance the regular activity of Sonic Frequency Records, as well as for specific programs that may be disclosed on the website. Sonic Frequency Records will not be obliged to return the donation, unless the purpose for which the donation was initially made disappears. Sonic Frequency Records and its partners or collaborators will not be liable for any direct or indirect losses, loss of revenue, loss of profits or other incidental or consequential damages, even if they are informed of the possibility of such damages, due to any act or omission under these terms and conditions.