

Terms and Conditions

Welcome to Gate.

Gate (hereinafter referred to as “Gate”) operates the online music platform available under URL welcometogate.com (hereinafter referred to as “Platform”). Challenges to submit electronic music tracks (hereinafter referred to as “Challenges”) are organized on a regular basis on the Platform. The Challenges involve an Initiator (hereinafter referred to as “Initiator” or “You/r”) who creates a Challenge and a Producer (hereinafter referred to as “Producer” or “You/r”) who submits electronic music tracks (hereinafter referred to as “Tracks”). The Initiator and the Producer enter into a Gate’s Terms and Conditions Concerning Post-Selection Arrangements. Additionally, the Initiator and the Producer enter into a legal relationship with Gate based on these Terms and Conditions, the Privacy Policy and the FAQ (hereinafter collectively referred to collectively as “Agreement” or “the Agreements”). The Initiator releases the Tracks on behalf of a Label (hereinafter referred to collectively as “Label”). From now onwards "You/r" refers to both the Initiator and the Producer.

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 Gate. In addition, they define rules on the usage of the Challenges.

Consent

Please read these Terms and Conditions, the Gate’s Terms and Conditions Concerning Post-Selection Arrangements the Privacy Policy and the FAQ carefully. Unless You agree to any of the terms set forth in these documents, You should not use the Platform and its Services for initiating or producing electronic music tracks (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. If You are not at least 18 years of age or the age of adulthood in Your jurisdiction, You have reached the age of 16 if You live in the European Union.

Description of Gate

Gate is a Platform on which Initiators such as, for example, Labels can create Challenges for Producers to submit their electronic music tracks.

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

New tools and resources may be published 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 Challenge OR to submit Tracks a registration on the platform is needed by You. For, among other things, identification purposes Gate provides an online form for the registration. After You have filled out all required details, You then must agree to these Terms and Conditions and the Privacy Policy. 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 they 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 data in question are mandatory, complete details for the information required during registration. In particular, You are not permitted to enter details of third parties. Gate reserves the right to demand proof of Your identity and of the authenticity of the details provided in the course of registration. Furthermore, Gate also reserves the right to verify Your identity by reading out technical information (such as IP address) or through the use of other technical means. After registration, You must immediately update any details supplied in Your user account should these change. Multiple registration under different user names is permitted under the condition that a different email address is used.

In the course of registration, You enter 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 these details 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 Gate 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 as a Producer submit in a challenge, You also have the option to buy 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 waive Your right to get refund of Your remaining Credit.

Gate reserves the right to decline Your registration without giving any reason.

The Challenges

To satisfy Your interest for new electronic music tracks OR to offer You a possibility to present Your Tracks as well as to make You known to each other, Gate offers Challenges for You.

A Challenge is an open call for electronic music productions (Tracks) by an Initiator with the commitment that the Label will sign and release at least one track. Each Challenge has signed Tracks (at least one) and optional Runner-Ups which need to be awarded by the Initiator. Each Challenge has rewards for the selected Tracks. The Tracks in a Challenge are only visible to the Initiator (except for the selected Tracks which will be visible to the public at the time decided by the Initiator). Challenges have clearly defined phases and a release date 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 referring to each signed track and further publicly available content connected to the Producer as well as their identity. The minimum amount of Tracks which have to get uploaded to a Challenge is 75. In case this minimum amount of 75 Tracks is not reached by the end of a Challenge the Initiator can request the cancellation of the Challenge.

Gate has a right to approve and reject the creation of a Challenge.

The Tracks

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 Gate and is owned solely by You and not by Gate. Gate does not claim ownership of Your Content, and You hereby expressly acknowledge and agree that Your Content remains solely Your responsibility.

If You - the Producer - submit a Track which is based on a collaboration You will have the sole rights and obligations in the upcoming - legal - arrangements. When submitting Your track, You will need to confirm the clearing of all rights of the others from Your group or collaboration.

You may not 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.

Not all unauthorized use of copyrighted works constitutes copyright infringement. If You use Gate being based in the European Union You are permitted to use copyrighted works under certain exceptions or limitations to copyright law, namely when used as quotations, for criticism, reviews, caricatures or parodies.

Warranties related to Your Content

You hereby warrant to Gate that:

a. Your Content corresponds with the truth and any portion thereof is 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 the applicable Use and (if and to the extent applicable) to authorize Gate 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, all Services and Linked Services. Moreover, You authorize Gate 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.

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 publish 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 create any liability on the part of Gate. Gate reserves the right to remove Your Content, suspend or terminate Your access to the Platform, and/or pursue any and all remedies if Gate 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 Gate of any of Your Content which violates the obligations in this clause.

Critical content

Notwithstanding that Gate is under no legal obligation to review Content on the Platform, Gate 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 this Terms and Conditions, or applicable law, or (iii) is otherwise unacceptable to Gate.

Obligation to cooperate

You both represent and warrant that they will do everything in their power to fulfill their contractual obligations within the framework of a Challenge and inform each other immediately if they are unable to do so.

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

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

For the missing Tracks that are signed, Gate still selects and marks them, but the Initiator does not have to release them, and has to pay a penalty to each signed Track selected by Gate by paying the Producer 750.00 EUR per Track.

The Transfer of Rights

In order for the Tracks to get legally transferred You need to agree on a Gate’s Terms and Conditions Concerning Post-Selection Arrangements.

Gate’s Liability

Gate will use reasonable efforts to correct any defects on the Platform as soon as practicable after Gate becomes aware of them. Gate makes no promises, guarantees or warranties of any kind with respect to the Platform. Gate 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. Gate does not warrant that the elements of the Platform designed to prevent unauthorized access will be effective in all cases. Gate does not warrant that Your use of the Platform will be lawful in all jurisdictions.

Gate 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 Gate exceed 75.00 EUR.

Termination

These Terms and Conditions are concluded for an indefinite period.

You can terminate the agreement normally at any time. The Terms and Conditions and the Challenge provisions cannot be terminated while Your track is still part of a Challenge that has not yet concluded. Or the Challenge which has not yet concluded is set up by You who wishes to terminate.

In case You breach any obligations in these Terms and Conditions Gate has the right to terminate the agreement with immediate effect.

Data Protection and Non Disclosure

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

Gate 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. Gate 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 private Challenge you are bound to handle all information - including the Tracks - in the Challenge 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 these Terms and Conditions 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 this agreement be or become invalid, the validity of the rest of the agreement 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 to this agreement agree that the place of jurisdiction will be Berlin for any disputes arising from the conclusion, performance or termination of this agreement. The agreement will be governed by German law.

-Latest version: October 1, 2021