



Retrak.pro

DIGITAL DISTRIBUTION MEDIA LTD.

KEMP HOUSE, 160 CITY ROAD

GREATER LONDON, EC1V 2NX

## **RETRAK.PRO SELLER-BUYER CONTRACT AGREEMENT.**

This service is offered by RETRAK.PRO. DIGITAL DISTRIBUTION MEDIA LTD is the exclusive owner of retrak.pro. The following is contract between buyer and seller through our platform retrak.pro. In this way, the responsibility to legally fulfil the contract rests solely on seller and buyer.

We are committed to protect the rights of the buyers and sellers; in this agreement we are going to establish how we are going to treat the rights and responsibilities of the seller and buyer, as well as the rights of RETRAK.PRO.

### **1. Introduction**

1.1. All RETRAK.PRO terms and this agreement between seller, buyer and RETRAK.PRO will have to be read, understood and accept in its totality in the process of registering as a user of the platform.

1.2. The RETRAK.PRO website is an online venue where users buy and sell services and items. Buyers and sellers must register for an account in order to buy or sell seller services and/or items. The website enables users to work together online to complete and pay for projects, buy and sell items and to use the services that we provide. We are not a party to any contractual agreements between buyer and seller in the online venue, we merely facilitate connections between the parties.

1.3. RETRAK.PRO is an intermediary platform. RETRAK.PRO is not responsible of fraudulent actions, made by third parties through RETRAK.PRO.

1.4. RETRAK.PRO is not responsible of poor-quality services, poor quality items or differences between announced and received item or service, by third parties through RETRAK.PRO.

1.5. RETRAK.PRO function is to unite buyers and sellers in a meeting point, and to do it with the best guarantees for both, once this is fulfilled, RETRAK.PRO responsibility ends. Any post-purchase issues will be resolve between buyer and seller.

1.6. The RETRAK.PRO service and all content and software associated therewith, or any other features or functionalities associated with the website or services, are provided "as is" and "as available" with all faults and without warranty of any kind. RETRAK.PRO does not guarantee, represent, or warrant that use of the website or service will be uninterrupted or error free. RETRAK.PRO is not liable for any loss of profit (whether insured directly or indirectly), any loss of goodwill of business reputation, any loss of opportunity or any loss of data suffered through use of or inability to use the website or services. RETRAK.PRO specifically disclaims liability for the use of third-party applications and other software in connection with the RETRAK.PRO service. User uses the services solely at user's own risk. RETRAK.PRO may discontinue the website or portions thereof at any time, without notice.

1.7. RETRAK.PRO may, from time to time, and without notice, change or add to the Website or the information, products or services described in it. However, we do not undertake to keep the Website updated. RETRAK.PRO is not liable to you or anyone else if any error occurs in the information on the Website or if that information is not current.

1.8. RETRAK.PRO has no responsibility whatsoever over intellectual property problems, derived from our activity

1.9. The use of our products will be made under the current intellectual property law, which buyers must know and respect. In this way, we are not responsible for the use of our sold products, or for the damages, problems or disagreements derived.



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1.10. We do not offer legal advice on intellectual property. If you want to know more about the intellectual property law, and the use that can be given to our products, through it, consult a specialist lawyer before buying our products.

1.11. All our products and their use, must be in accordance with the law of intellectual property, all our texts, commercials and advertisements, are conditioned by this law. Do not obviate the law or misunderstand it.

1.12. RETRAK.PRO only supports via e-mail, the messages will be answered in order of relevance, RETRAK.PRO has no responsibility to respond to any message if it is not necessary. RETRAK.PRO only official contact email is [contact@retrak.pro](mailto:contact@retrak.pro)

## 2. Rights and responsibilities of seller

### 2.1 Rights of seller:

(a) A percentage of the selling price of his sold musical content. This payment always will be received once his musical content has been sold.

(b) Being able to edit the musical content and his information with the approval of RETRAK.PRO.

(c) Being able to remove your musical content with the approval of RETRAK.PRO, .

(d) To be able to withdraw the profits obtained with his activity, in a period of time of between 15-30 days normally. This withdraw will be made through the options that we have available and activated.

(e) Musical content uploaded may content samples of original songs, provided the original name of the artist and the song is indicated. In these cases, the value we offer is the variation or instrumentation around that sample, this variation or instrumentation around the sample, must be original, exclusive and unique.

(f) Musical content uploaded may content COMPLIMENTARY free library samples (not complete loops as melody, chords, riffs, etc).

### 2.2 The seller agrees to:

(a) It is his responsibility to upload, offer and sell any musical item or service through RETRAK.PRO.

(b) Understands that RETRAK.PRO is only an intermediary.

(c) Understands that RETRAK.PRO is not responsible for fraudulent actions by third parties on RETRAK.PRO.

(d) Do not break any point agreed in all RETRAK.PRO agreements: upload musical item, confidential, custom service, intellectual property.

(e) Understands that he will be directly and personally liable under the law if he breaks any of our points of our terms and conditions. Therefore, he will have to face the law if a customer has a problem with some of his products, and if you have violated our rules, our team of lawyers will work with the customer to solve the problem caused to his (client) favour.

(f) Be legally bound not to make any direct or indirect manifestation of authorship of any musical item, before, during or after its publication or sale at RETRAK.PRO.

(g) **Transfer all rights to the buyer.**



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(g) Understands that the buyer has the right to act as the creator or complete author of the musical item sold.

(h) The seller has the responsibility to attend to the notifications and messages of RETRAK.PRO, as well as to use an updated email that he checks regularly. The seller is responsible for the possible consequences derived from the non-response of our notifications or messages.

This agreement extends to third-party users who indirectly witness any purchase of musical items on RETRAK.PRO.

All legal liability of the confidential agreement rests with the seller is the only one who can guarantee the agreement. RETRAK.PRO has no responsibility if the seller breaks the agreement.

### **3. Rights and responsibilities of buyer**

#### **3.1 Rights of buyer:**

- (a) Receive the item for which he has paid.
- (c) Receive the copyrights and property rights with an exclusive license for use, reproduction, and transformation, without limit, from the purchased item.
- (e) Publish the work under his own name, pseudonym, brand, sign, or anonymously.

#### **3.2. The buyer agrees to:**

- (a) It is his responsibility to purchase any musical item or service from third parties through RETRAK.PRO.
- (b) Understands that RETRAK.PRO is only an intermediary.
- (c) Understands that RETRAK.PRO is not responsible for fraudulent actions by third parties on RETRAK.PRO. He (buyer) may not legally prosecute RETRAK.PRO for any fraudulent action by third parties. RETRAK.PRO may help you report or go against a fraudulent seller, but RETRAK.PRO will have no liability.
- (d) Understands once the item has been purchased, RETRAK.PRO responsibility ends. Any post-purchase copyright or any other issues must be resolved through an intellectual property lawyer, we can only mediate between seller and buyer.
- (e) not to sell or re-sell any purchased products from retrak.pro on any other platforms.**

### **4. Rights and responsibilities of RETRAK.PRO**

#### **4.1. RETRAK.PRO has right to:**



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(a) Change without notice or permission: the price policy, the distribution of commissions between seller and RETRAK.PRO, the price of any musical item published on RETRAK.PRO websites, platform functions, and any user account information.

(b) Remove already published musical items for any reason.

(c) Reject the publication of any musical item or edit request on RETRAK.PRO for any reason.

(d) Reject the petition of changes in the musical item or user account on RETRAK.PRO for any reason.

(e) Edit, remove or add any information concerning the musical items or your user account for any reason.

(f) Cancel, freeze or delay a payment belonging to the seller for any reason.

(g) Cancel, freeze or delay a payment belonging to the buyer for any reason.

(h) Ask and demand for information concerning your musical items or your user account.

(i) Receive a share of fees paid by the third party of sold items.

(j) Take between 15-30 business days to complete any item remove petition (provided it has been published for more than 6 months).

(k) Take between 15-30 business days to complete the earnings withdrawal process once the musical item has been sold.

(l) Manage the copyrights of all musical items uploaded to the marketplace through international intellectual property law, while the items are published on RETRAK.PRO.

(m) RETRAK.PRO reserves the right to change the terms and all legal contracts without notice. Such revisions shall be effective immediately; provided however, for existing members, such revisions shall, unless otherwise stated, be effective 15 days after posting. All prior versions of Terms or any other legal contract published or otherwise promulgated by RETRAK.PRO are hereby replaced by the new versions.

(n) Sell products containing samples of original songs, provided the original name of the artist and the song is indicated. In these cases, the value we offer is the variation or instrumentation around that sample. We do not offer the use and license of the original sample.

(o) Do not offer any warranty for items offered or sold by third parties through RETRAK.PRO.

(p) Renounce all liability related of the act by third parties on RETRAK.PRO.

(q) Cancel the purchase of a product before the final transfer of rights agreement has been signed by the seller

#### **4.2. RETRAK.PRO agrees to:**

(a) Fulfil with all points collected in our terms.

(b) Do not act fraudulently or in bad faith through our platform.

(c) Treat with care and respect the work of third parties.

## **5. Avoiding commissions**



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5.1. RETRAK.PRO requires you to make all payments to RETRAK.PRO and to make payments to and accept payments from other Users in the purchase and sale of Services for RETRAK.PRO projects directly through the mechanisms available on the Site.

5.2. You are strictly prohibited from attempting to negotiate the fee for a project with another user directly (outside of RETRAK.PRO) after that project has been created/opened and before that project has been closed (i.e., during an ongoing project). This also applies to any project that was closed without a Seller being chosen, and then contacting them about the project anyway. Both parties are responsible for notifying RETRAK.PRO if the payment amount increases after the project is closed.