

713fm Online Radio Terms & Conditions

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Description of Service, Acceptance of Terms, Modification

713FM ("713FM Online Radio"), provides the artists aka users ("Users") of the web pages located at www.713fm.org, and their associated subdomains including but not limited to www.713fm.org (the "Site") with a platform for the discovery, promotion of music, the sharing of information and comments about their music, communication with other artists, the posting, syndication of, linking to or uploading of User Content (defined below), social networking and other features, functions, or services on the Site (collectively, the "Service" or "713FM Radio Airplay"). The Service will include the cataloging, indexing, sharing, biographies, and streaming of Artists aka User Content.

This Agreement sets out the legally binding terms between you and www.713fm.org. This Agreement applies to all Users of the 713FM. If you choose to use the 713FM, you will be agreeing to abide by all of the terms and conditions of this Terms and Conditions of Use Agreement (the "Agreement"). www.713fm.org may change, add, or remove portions of this Agreement at any time, but if it does so, it will post such changes on the Platform www.713fm.org.

IF ANY OF THESE RULES OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DO NOT USE THE SERVICE. YOUR CONTINUED USE OF THE SERVICE NOW, OR FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES IN THESE OPERATING RULES, WILL INDICATE ACCEPTANCE AND AGREEMENT BY YOU OF SUCH RULES, CHANGES, OR MODIFICATIONS.

www.713fm.org may change, suspend, or discontinue any aspect of 713FM at any time, including the availability of any feature, database, or content. 713FM may also impose limits on certain features and restrict your access to parts or all of the Platform without notice or liability.

In addition, when using particular www.713fm.org platforms, you and 713FM shall be subject to any additional terms, guidelines, or rules applicable to such resource, which may be posted from time to time. All such additional terms, guidelines, and rules are hereby incorporated by reference into this Agreement. Also, 713FM may offer other resources from time to time that are governed by different terms of assistance.

Unless explicitly stated otherwise, any new features that augment or enhance the current Platform, including the release of new 713FM properties, shall be subject to this Agreement.

General

1. You must have permission to email us, text us, send, and upload all of your content and make it available worldwide (without restriction), or you must have obtained permission from the relevant copyright rightsholder(s).
2. 713FM (www.713fm.org) may use your tracks solely for its online internet radio streaming broadcast platform(s).
3. The license you grant to 713FM is non-exclusive (meaning you are free to license your Content to anyone else in addition to 713FM), fully paid, and royalty-free (meaning that 713FM is not required to pay you or anyone else deriving rights from you for the use on the 713FM Free Use Platforms of the Content that you email, text, send or post to us), sublicensable (so that 713FM is able to use its affiliates, partners, subcontractors, Internet content delivery networks and wireless carriers to provide the 713FM Platforms), and worldwide (because the Internet and the 713FM Platforms are global in reach).
4. 713FM does not claim any ownership rights in your content. You will continue to own your content and can use it in any way that You choose 100%.

Privacy

Your privacy is very important to us. Please review our [Privacy Policy](#), which also governs your use of the Service, to understand our practices.

Intellectual Property

713FM is the owner of all intellectual property rights, including all copyrights, patents, and trademarks associated with the Service, including all associated software, logos, text, and graphics, but excluding User Content (defined below). You agree not to display or use any of 713FM's intellectual property without 713FM's prior permission.

License and Site Access

713FM grants you the artist "User" a limited license to access and make personal use of our Platform. You agree not to download (other than page caching) or modify the Site, or any portion of it, except with express written consent of 713FM. Any musical work made available via the Platform is intended for "Streaming Your Music & Information Only". Streaming means the transmission of an audiovisual work via the Internet from the 713FM Platform to a user's device in such a manner that the data is intended for real-time listening and not intended to be copied, stored, permanently downloaded, or redistributed by the user. Accessing any musical work for any purpose or in any manner other than Streaming is expressly prohibited. This license does not include any resale or commercial use of the Site, the Platform, or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

The Platform is for the personal use of Users only and may not be used in connection with any commercial endeavors except those that may be specifically endorsed or approved by the management of 713FM from time to time. Illegal and/or unauthorized use of the Platform, including collecting usernames, email addresses, or User Content of other Users by electronic or other means for the purpose of sending unsolicited email, unauthorized framing of or linking to the Site, or other illegal purposes will be investigated. The Site, Platform, or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of 713FM. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, content, music, text, page layout, or form) of 713FM and our affiliates or other Users. You may not use any meta tags or any other "hidden text" utilizing 713FM's name or trademarks without the express written consent of www.713fm.org.

Any unauthorized use terminates the permission or license granted by 713FM. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to 713FM so long as the link does not portray 713FM, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive manner. You may not use any 713FM logo or other proprietary graphic or trademark as part of the link without express written permission.

Account, Password, Security

1. If you receive a password and account designation upon completing the Platform's registration process. Then you are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (i) immediately notify 713FM of any unauthorized use of your password or account or any other breach of security, and (ii) ensure that you exit from your account at the end of each session. 713FM cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.
2. You agree to provide true, accurate, current, and complete information about yourself as prompted by the Site's registration form (such information being the "Artist Data") and maintain and promptly update the Artist Data to keep it true, accurate, current, and complete. If you do not, or 713FM has reasonable grounds to suspect that you have not, 713FM has the right to suspend or terminate your account and refuse any and all current or future use of the Platform. Artist Data and certain other information about you are subject to our [Privacy Policy](#).

International

You agree to not use our Platform or export any portion of our resources, including the User Content (defined below) in violation of U.S. export regulations. You are responsible for adhering to all relevant local and national laws wherever you are.

Uploaded Content, Reviews, Comments, Etc to 713FM.

You must have the right to submit the material(s) to our Platform for our use. You should only submit to us songs and recordings that you are authorized to allow us to publicly stream ("perform") because you own or control the public performing rights. **This also applies to ANRs, Managers, Keymans, Publicists, and Email Blast Services that the Artists/Companies/Labels, etc** may use to submit their work/music to us "www.713fm.org...

By providing any material to us, you certify: that you own or control the publishing rights to the material; and that you are giving 713FM permission to put it up on our Platforms at www.713fm.org for online streaming, without restriction.

By uploading **Your Content** through our registration form, emailing us at info@713fm.org, scooppa@gmail.com, or painmuzikhtx@gmail.com, messaging us on our Instagram accounts @713fmhtx and @painmuzikstudio or texting us any of your info/music at +1 (713) 352-8729, You grant 713FM a **non-exclusive** license (including the right to sub-license for all purposes related to the 713FM service (such as, for example, embedding the 713FM radio player on third-party websites, social media sites or personal blogs) throughout the world to:

- (a) communicate and make **Your Content** available on the **713FM Radio Platforms**, and
- (b) to copy and otherwise **Exploit Your Content** as necessary for all purposes associated with the **713FM Platforms**.

You shall deliver to 713FM:

- (a) Copies of the master versions of Your Content from which 713FM shall be entitled to make copies for the purpose set out in this Agreement;
- (b) All necessary, related artwork, images, and biography information for use by 713FM in connection with the marketing and promotion of your content. 713FM may encode or transcode Your Content, but shall not modify it.

Please choose carefully the words, information, content, messages, images, photos, videos, music, sounds, profiles, works of authorship, or any other materials you send us or post, upload, link to, publish, display, or make available on the Site or through the Platform and any such content that you provide or make available to other Users (collectively, "User Content"). You are responsible for all User Content, as set forth below.

Any photographs posted by you may not contain nudity or obscene, lewd, excessively violent, harassing sexually explicit, or otherwise objectionable subject matter.

Information or User Content provided by other Users may contain inaccurate, inappropriate, or offensive material, products, or services, and 713FM assumes no responsibility or liability for this material.

713FM reserves the right, in its sole discretion, to reject, refuse to post or link to or remove any User Content, or to restrict, suspend, or terminate your access to all or any part of the Site and/or the Platform at any time, for any or no reason, with or without prior notice, and without liability.

User Content shall not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and shall not consist of or contain software viruses, chain letters, mass mailings, or any form of "spam." You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any User Content. 713FM has the right but not the obligation to remove or edit User Content but does not regularly review User Content. 713FM takes no responsibility and assumes no liability for any User Content.

Unless we indicate otherwise, if you do post or link to User Content, you grant 713FM and its affiliates a nonexclusive, perpetual, irrevocable, and fully sublicensable right to use, display, perform, reproduce, publish, and distribute such User Content throughout the world via the Platform. You grant 713FM and its affiliates the right to use the name that you submit in connection with such User Content. You are solely responsible for any necessary payments that may become due to any third parties as the result of your posting of or linking to the User Content and 713FM's use thereof.

The following is a partial list of the kind of User Content that is illegal or prohibited on the Platform. 713FM reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending User Content from the Platform and terminating the membership of such violators. Prohibited User Content includes content that: (i) is obscene, patently offensive, or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (ii) harasses or advocates harassment of another person; (iii) involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming"; (iv) consists of information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (v) consists of an illegal or unauthorized copy of a copyrighted work, such as sound recordings, musical compositions and videos in which you do not personally own the copyright (including CDs and tracks you may have purchased), or otherwise do not have the necessary authority from the copyright owner(s); (vi) computer programs or links to them or providing information to circumvent manufacturer-installed copy-protect devices; (vii) contains restricted or password-only access pages or hidden pages or images (those not linked to or from another accessible page); (viii) provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18; (ix) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; (x) solicits passwords or personal identifying information for commercial or unlawful purposes from other

users; (xi) involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; or (xii) uses sexually suggestive imagery or any other unfair, misleading or deceptive content intended to draw traffic to the profile.

Conduct

You agree to abide by the terms of this Agreement, and to not use the Platform to (i) interfere with, manipulate, or take any actions that may undermine the integrity of any rating system used on the Platform; (ii) interfere with or disrupt the Platform or servers or networks connected to the Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform; (iii) collect or store personal data about other Users; or (iv) harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any other User without their prior explicit consent. (v) reverse engineer or decompile any elements of the Platform.

Without limiting other remedies, 713FM and its affiliates may immediately warn Users of your actions, issue a warning, temporarily suspend, indefinitely suspend or terminate your account, and refuse to provide the Platform to you if: (i) you breach this Agreement or the documents it incorporates by reference; (ii) we are unable to verify or authenticate any information you provide to us; or (iii) we believe that your actions may cause financial loss or legal liability for you, us or our Users. Your membership will be terminated and you will be denied access to the Platform if you breach this Agreement or any other agreement between you and 713FM in any way on more than one occasion.

You are solely responsible for your interactions with other Users of the Platform. 713FM reserves the right but has no obligation, to monitor disputes between you and other Users.

Use & Storage

You acknowledge that 713FM may establish general practices and limits concerning the use of the Platform, including without limitation the maximum number of days that User Content will be retained by or made available through the Platform, the maximum disk space that will be allotted on 713FM's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Platform in a given period of time. You agree that 713FM has no responsibility or liability for the blocking, deletion, or failure to store any User Content maintained or transmitted by the Platform. You acknowledge that 713FM reserves the right to cancel accounts that are inactive for an extended period of time. Even if an inactive account is not canceled, 713FM reserves the right to rescind functionality previously extended to the account holder. You further acknowledge that 713FM reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Third-party content, Links, and Syndication

713FM is not responsible for any User Content, third-party content, syndicated content, applications, services, advertisements, and/or links that may be contained in the Platform. The Platform may contain links to third-party websites that are not owned or controlled by 713FM. www.713fm.org has no control over and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, 713FM will not and cannot censor or edit the content of any third-party site. By using the Platform, you expressly relieve 713FM from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Site and to read the terms and conditions and privacy policy of each other website that you visit. Any correspondence, business dealings with, syndication, linking, or participation in promotions of third parties found on or through the Platform, including payment or delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third parties. 713FM has no control over third-party websites or resources, and as such, you acknowledge and agree that 713FM is not responsible for their availability, reliability, or functionality, and does not endorse and is not responsible or liable for any third-party content, applications, services, advertising, products, or other materials on or available from such websites or resources. 713FM shall not be responsible or liable for any loss or damage of any sort incurred as the result of any dealings between you and any third parties or as the result of the presence of such third-party content or User Content on the Platform or as a result of the failure of such third party services, applications, or content to function as intended.

Representations & Warranties

You represent and warrant that you have the full authority to act on your behalf and on behalf of any and all owners of any right, title, and interest in and to any User Content you post, submit, transfer, make available, or link to.

You represent and warrant that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement and have obtained all necessary third-party consents, licenses, and permissions necessary to enter into and fully perform your obligations herein. In any case, you affirm that you are over the age of 13, as the Platform is not intended for children under 13. If you are under 13 years of age, then please do not use the Service. Your account or access to the Platform may be deleted or blocked without warning if it is found that you are misrepresenting your age. Your account is solely for your personal use, and you shall not authorize others to use your account.

You represent and warrant that you are solely responsible for all User Content sent, posted, uploaded, published, made available, or displayed through your User account, including any messages, and for your interactions with other Users. You shall be solely responsible for your

own User Content and the consequences of posting or publishing it. In connection with User Content, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize 713FM to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Content to enable inclusion and use of the User Content in the manner contemplated by the Platform and these Terms of Service; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Content in the manner contemplated by the Platform and these Terms of Service. For clarity, you retain all of your ownership rights in your User Content.

You represent and warrant that you shall not act in any manner that conflicts or interferes with any existing commitment or obligation of yours, and that no agreement previously entered into by you will interfere with your performance of your obligations under this Agreement.

You represent and warrant that you shall perform in compliance with any applicable laws, rules, and regulations of any governmental authority.

You represent and warrant that you will not use the Platform to upload, post, link to, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or any telecommunications equipment.

FINANCIAL TERMS AND CONDITIONS

1. Subscription Fees.

We never charge anything for our "Online Radio Streaming Platform" so there is no need for you to be charged for anything related to our streaming platform! "Online Radio Air Play Streaming".

2. If you need mixing, mastering, custom beats, vocal recording, video editing, audio editing, autotuning, graphic design, etc, then those services are taken up with our partners, third parties, or our affiliates themselves and we at 713FM do not collect any compensation for their such services.

Disclaimer

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. www.713fm.org EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. www.713fm.org MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL

PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM www.713fm.org OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

Indemnification, Limited Liability

You hereby indemnify and hold harmless, and upon 713FM's request, defend, www.713fm.org, its affiliates (and their respective directors, officers, and employees) from and against any and all losses, liabilities, damages, costs, or expenses (including reasonable attorneys' fees and costs) arising out of any claim, action, or proceeding brought by a third party based on: (i) a breach of any warranty, representation, covenant or obligation of yours under this Agreement; or (ii) any allegation that any User Content provided, uploaded, syndicated, linked to or authorized by or on behalf of you hereunder or 713FM's or any User's use thereof violates or infringes the rights of another party. You will reimburse 713FM and its affiliates on demand for any actual payments made in resolution of any liability or claim that is subject to indemnification under this Section, provided that 713FM obtains your written consent prior to making such payments, such consent not to be unreasonably withheld, delayed or conditioned. 713FM shall promptly notify you of any such claim, and you shall assume control of the defense of such claim upon 713FM's request. www.713fm.org shall have the right, at its expense, to participate in the defense thereof under your direction.

EXCEPT PURSUANT TO YOUR INDEMNITY OBLIGATION, AND EXCEPT FOR A BREACH OF YOUR REPRESENTATIONS AND WARRANTIES, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, 713FM'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO AMOUNT PAID, IF ANY, BY YOU TO www.713fm.org FOR THE SERVICE DURING THE TERM ON OUR PLATFORMS.

Applicable Law

This Agreement and the relationship between you and 713FM shall be governed by the laws of the State of TEXAS without regard to its conflict of law provisions. You and 713FM agree to submit to the personal and exclusive jurisdiction of the courts located within the State and County of TEXAS.

Except as explicitly stated otherwise, any notices to 713FM shall be sent by certified mail, return receipt requested, to 713FM, 435 Irvingington Ct. Houston, Texas 77009 Notice shall be deemed given three (7) days after the date of mailing.

Copyright Infringement

713FM respects the intellectual property of others, and we ask our Users to do the same. If you believe that your work has been copied or used in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide 713FM's copyright agent with the following information ("Notice"): (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (2) a description of the copyrighted work or other intellectual property that you claim has been infringed; (3) a hyperlink to the material that you claim is infringing on the Platform. Please note, providing a song, artist, or album name is not sufficient, you must provide a unique hyperlink to each item of material that you claim is infringing on the Service ; (4) your address, telephone number, and email address; (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf. Any Notice of claims of copyright or other intellectual property infringement must be sent to 713FM. Please note that this procedure is exclusively for notifying 713FM and its affiliates that your copyrighted material has been infringed or misused. To remove your **streaming/works** you must email us at info@713fm.org with a **Cease And Desist Letter** stating the reason why we should stop activities of your music, works, information, images, etc on our platforms, then afterward you must allow us Seven (7) business days to comply with your request by doing so no legal actions may accrue on both parties during this process.

Miscellaneous

This Agreement along with the [Privacy Policy](#) and any additional terms, rules, or regulations posted on the Platform constitute the entire agreement between you and 713FM and govern your use of the Platform, superseding any prior agreements between you and 713FM. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software.

The failure of 713FM to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Platform or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

Thank you for reading these terms, and we look forward to featuring your song(s) on 713FM ONLINE RADIO! If you have any further questions, please contact info@713fm.org



www.713fm.org