



Terms of use

Colkie Technology, S.L. company located in C/ General Asensio Cabanillas 27, 28003, Madrid, Spain; with N.I.F. B05387345 (onwards, “Colkie”) is a platform that help artists to manage their communities while creating a new revenue stream by offering their fans a new way to enjoy their music. One of our core values is to put artists first, and these terms attempt to do that. We know that most people skim through terms of use because they are boring, but we have done everything we can to make this easy to get through. At the beginning of each section we will summarize the most important parts, but these summaries are not legally binding, so please look at the full version of the text if you have questions.

Welcome to Colkie!

To summarize: by using Colkie you agree to these terms

These are Colkie's terms of use, and they apply to all users of the Colkie platform. “We”, “our”, or “us” refers to Colkie Technology S.L. “Colkie” refers to this platform and the services offered by us. By using Colkie you agree to these terms and to the other policies we publish. Please read them carefully and let us know if you have any questions. For information about our data practices, please see our Privacy Policy, including our Cookie Policy. We can collect and use your information in accordance with those policies.

Your account

To summarize: You must be at least 13 years old to register for an account. You are responsible for your account

When you create an account you must provide us with accurate information, in good faith, and you agree to keep your information updated if it changes. To create an account you must be at least 13 years old. To create a community as an artist you must be at least 18 years old or have your parents' permission. You are responsible for anything that occurs when anyone is signed in to your account, as well as the security of it. Please contact us immediately if you believe your account is compromised.

Abusive conduct

To summarize: Be responsible and do not violate our policies

You are responsible for all activity on your account. If you violate our policies, we may terminate your account. Do not do anything illegal, abusive towards others, or that abuses our site in a technical way. If you find a way to hurt Colkie or our community, we may take action to prevent it.

All about being an Artist

To summarize: An artist is someone who creates a community on Colkie to engage with their fans and/or to generate a new revenue stream. There are a lot of details below about payments, fees, taxes, and restrictions that you should read in detail if you are an artist

Membership

To become an artist, simply create your profile and go through our verification process. When you join Colkie, you become part of the Colkie community. You can use the tools that Colkie provides to manage your fanbase, to share with them unique and exclusive experiences, and receive revenue from it. On Colkie, you can provide your fans with something exciting that gives them unique benefits they want and In turn, you will receive loyal support from them and recurring revenue.

Payments

As an artist you make your membership available on Colkie, and we provide access to your fans on a subscription basis. We also handle payment issues such as fraud, chargebacks, and resolution of payment disputes. We try to provide timely access to your funds, but you may occasionally experience delays in accessing them. We may also block or hold payments due to violations of our policies or for compliance reasons, including collecting tax reporting information. When payments are delayed or blocked, we will try to communicate the reason to you promptly. If you have questions about a payment block, please reach out to us. To protect artists, we may block fans' payments if we believe them to be fraudulent. Sometimes activities like refunds can make your account have a negative balance. If your balance becomes negative, then we reserve the right to recover those funds from future payments. Credit generated each month is always paid out to the bank account specified by the artist the 15th day of the second month following the respective month (i.e. income generated during January will be paid to artists the 15th of March). Colkie reserves the right to only pay out credit to the artist once it has reached the minimum amount of 100€. If an artist does not reach the minimum amount during one month, the balance is saved and accumulated for future months (i.e. if in January an artist generates 80€, this amount will not be paid,



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but will be saved and if, for example, in February that artist generates 20€, as the minimum amount is reached, the artist will get paid).

Fees

Colkie's mission is to ensure that you, the artists, obtain the maximum income so that you can devote yourself to what you like the most, music. As an artist-first company, we are constantly studying new ways to maximize artists' profits. We take a 20% fee on the money received for each transaction or deal within Colkie (unless a different percentage is agreed in writing by Colkie) after the payment processor fee. As an artist, you will receive 80% of the money received by Colkie for each sale or deal you make within our platform. Please note that transactions paid through the app can carry a payment to or deduction by the application platform (e.g., Apple, Google, etc). Any Sales Tax Colkie collects will be remitted to the applicable tax authority and will not be included in Colkie's fee.

Taxes

We collect tax identification information and report this to tax authorities as legally required. You are responsible for reporting any income or withholding taxes which may be due as a result of payments received. We are additionally responsible for a number of transactional taxes across the world. These include but are not limited to VAT on payments for electronically supplied services to fans in the EU, GST as an operator of an electronic distribution platform (EDP) within Australia, and state sales tax as a result of 'marketplace laws' within the United States. For the purpose of electronically-supplied services, artists supply them to fans directly. In locations where Colkie is required to collect transaction tax from fans, applicable tax will be taken from the price charged to the fan. Once settled, the tax amount will be automatically deducted for remittance to the applicable taxing authority. As an artist on our site, it is your responsibility to provide accurate information when you are engaging with the sales tax weighting tool and, generally, when listing benefits transferred within your tiers.

Restrictions

We do not allow publications and benefits that violate our policies. We do not allow:

- Illegal publications or benefits;
- publications or benefits that are abusive towards other people;
- publications or benefits that use others' intellectual property, unless you have written permission to use it, or your use is protected by fair use; and
- publications or benefits with real people engaging in sexual acts.

If your fans include people under the age of 18, then please remind them that they need permission to join your membership, and that those under the age of 13 cannot use Colkie. We are not required to allow any person or group of persons to be your fans. As an artist you are also responsible for keeping fan data safe. An account is tied to your creative output and cannot be sold or transferred for use by another artist.

All about being a Fan

To summarize: A Fan is someone who joins the community of an artist to interact and enjoy exclusive experiences and content

As a fan, you are joining Colkie to be part of an exciting movement to support artists and to get special benefits for joining their community. In exchange, you pay for benefits and membership programs, on a subscription basis, to access and support artists you like. To become a fan, simply create an account, add your preferred payment method, and join the community of your favorite artist/s to start supporting them and enjoying unique experiences! Your subscription and benefit purchase options will be presented to you in the payment flow. The timing, amount, and benefits of each subscription depends on the type of agreement you enter into, and the artist you support. You can see the details as you join, as well as in the receipt sent to you after each successful payment. You can view all your active membership subscriptions and billing history on your profile. You may cancel your membership payments at any time. Terminating or lowering the tier support of membership will go into effect in the subsequent (not current) payment term. Canceling your support may result in loss of your access to the benefits. These include when you cancel your membership subscription, your payment method fails, the artist blocks you, or the artist deletes their account. We are not required to allow you to be a fan of any particular artist. Artists' memberships vary and we have limited control over the quality and specific offerings. We attempt to screen for fraudulent artists pages but cannot guarantee the identity of artists or the validity of any claims they make. We appreciate your help reporting suspicious artist pages so we can keep Colkie safe. If you are located in the jurisdiction in which Colkie is required to charge and collect taxes (e.g. VAT or sales tax), then these taxes are included in the total charge. Colkie remits all taxes collected to the applicable taxing authority. As taxes are largely dependent on your location, you are responsible for keeping your address complete and up to date. Depending on your location, some banks may charge you a foreign transaction fee. Colkie does not control this charge, but it is typically around 3%. Please contact your bank for more information. Refunds: our policy is 'No Refunds', though we will allow for some exceptions where refunds are granted at our sole discretion.



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Payments

When you provide payment information, you represent and warrant that the information is accurate, that you are authorized to use the payment method provided, and that you will notify us of changes to the payment information. We reserve the right to utilize third-party credit card updating services to obtain current expiration dates on credit cards. Colkie uses the third-party payment platforms such as Stripe, Google, or Apple, and by using this Service and agreeing to Colkie's Terms of Service, you also agree to be bound by this platform's Terms of Service. You expressly understand and agree that Colkie shall not be liable for any payments and monetary transactions that occur through your use of the Service. You expressly understand and agree that all payments and monetary transactions are handled by third-party platforms. You agree that Colkie shall not be liable for any issues regarding financial and monetary transactions between you and any other party, including the payment platform. You are responsible for all transactions (one-time, recurring, and refunds) processed through the Service and/or the payment platform. Colkie is not liable for loss or damage from errant or invalid transactions processed with your account. This includes transactions that were not processed due to a network communication error or any other reason. If you process a transaction, it is your responsibility to verify that the transaction was successfully completed. You must not process stolen credit cards or unauthorized credit cards through your Colkie account.

Colkie's role

To summarize: We proactively look at some pages and posts on Colkie and review reported pages to identify potential violations of our guidelines

We proactively look at some pages and posts on Colkie to make sure artists follow our guidelines. We also investigate reports of potential violations. These investigations may take a while to resolve and may include looking at what is supported by funds received through Colkie. In most situations we will work with artists to resolve any potential violations and allow the artist to continue using Colkie. Terminating accounts is not an action we take lightly and it is done in only the most extreme cases. Colkie reserves the right to remove an artist or fan from participating in Colkie. Removal of the artist or fan from participation in Colkie will prohibit the artist from accepting new payments, and prohibit the fan from making new payments, but will not result in an automatic removal of the artist or fan from the platform, unless there is an independent basis for their removal from the platform. Please let us know if you see potential violations. As a global company with operations in many countries, we must comply with economic sanctions and trade restrictions. We are constantly testing out new features with the goal of improving Colkie. We may add or remove features and often test features with a random subset of our community. If we believe a feature is significantly different from these terms, then we explain those differences in the test. With your permission, we may give other websites or services the ability to verify information about your Colkie account or perform actions on your behalf. This permission is asked for when you connect your Colkie account to these other websites or services. You can learn more in our Privacy Policy.

Account deletion

To summarize: You can delete your account whenever you want. We can disable your account at our discretion

You can permanently delete your account at any time by going to our Privacy Center. On that page you can also see what information is deleted and what we continue to store after the account is deleted. We can terminate or suspend your account at any time at our discretion. We can also cancel any membership subscriptions and remove any descriptions, posts, or benefits at our discretion. You may not bring a claim against us for suspending or terminating another person's account, and you agree you will not bring such a claim. If you try to bring such a claim, you are responsible for the damages caused, including attorneys' fees and costs. These terms remain in effect even if you no longer have an account.

Your publications

To summarize: You keep complete ownership of all publications, but you give us permission to use them on Colkie. Make sure you have permission to use publications that you offer on Colkie

You keep full ownership of all publications that you offer on Colkie, but we need licenses from you to operate Colkie effectively. By posting publications on Colkie you grant us a royalty-free, perpetual, irrevocable, non-exclusive, sublicensable, worldwide license to use, reproduce, distribute, perform, publicly display, or prepare derivative works of your publication. The purpose of this license is strictly limited to allow us to provide and promote memberships to your fans. We will never try to steal your publications or use them in an exploitative way. You may not post publications that infringe others' intellectual property or proprietary rights. Colkie may not use publications posted by artists in any way not authorized by the artist.

Your third-party apps

To summarize: You may grant Colkie permission to access third-party apps. You may also revoke that permission

You may grant Colkie access to your third-party accounts, such as Google, YouTube, or Spotify, in order for some Colkie features to operate. Each time you connect your third-party account, that third-party account will present a page that describes the information that Colkie can access. At any time, you can revoke Colkie's access to those accounts using the respective third-party's security settings page.



Contact: info@colkie.com



Colkie's creations

To summarize: You can use our copyrights or trademarks to promote your Colkie page, but you cannot use them for anything else without our permission

Our creations are protected by copyright, trademark, and trade secret laws. Some examples of our creations are the text on the site, our logo, and our codebase. We grant you a license to use our logo and other copyrights or trademarks to promote your Colkie page. You may not otherwise use, reproduce, distribute, perform, publicly display, or prepare derivative works of our creations unless we give you permission in writing. Please ask if you have any questions.

Indemnity

To summarize: If we are sued because of your use of or conduct on Colkie, you will be responsible for it

You will indemnify us from all losses and liabilities, including legal fees, that arise from these terms or relate to your use of Colkie. We reserve the right to exclusive control over the defense of a claim covered by this clause. If we use this right, then you will help us in our defense. Your obligation to indemnify under this clause also applies to our subsidiaries, affiliates, officers, directors, employees, agents, and third-party service providers.

Warranty disclaimer

To summarize: We do our best to make sure Colkie works as expected, but some things can happen

Colkie is provided "as it is" and without warranty of any kind. Any warranty of merchantability, fitness for a particular purpose, non-infringement, and any other warranty is excluded to the greatest extent permitted by law. The disclaimers of warranty under this clause also apply to our subsidiaries, affiliates, and third-party service providers.

Limit of liability

To summarize: If you lose money as a result of using Colkie, any payment to you is limited to the amount of money we have earned through your use of Colkie

To the extent permitted by law, we are not liable to you for any incidental, consequential, or punitive damages arising out of these terms or your use or attempted use of Colkie. To the extent permitted by law, our liability for damages is limited to the amount of money we have earned through your use of Colkie. We are specifically not liable for loss associated with unfulfilled benefits and from losses caused by conflicting contractual agreements. For this clause "we" and "our" are defined to include our subsidiaries, affiliates, officers, directors, employees, agents, and third-party service providers.

Dispute resolution

To summarize: If you have a problem please talk to us. Any disputes with us must be resolved in Madrid under the Spanish law

We encourage you to contact us if you have any issues. If a dispute does arise out of these terms or in relation to your use of Colkie, then the dispute will be resolved in the courts located in Madrid, Spain. Both parties consent to the exclusive jurisdiction and venue of the Madrid courts for the purpose of resolving any such dispute. Spanish law governs these terms, all other Colkie policies, and any dispute that arises between you and Colkie.

Enforcement

To summarize: These terms are the final word on Colkie's policies, and we will tell you if we change them

These terms and any referenced policies are the entire agreement between you and us and supersede all prior agreements. If any provision of these terms is held to be unenforceable, then that provision is modified to the extent necessary to enforce it. If a provision cannot be modified, it is severed from these terms, and all other provisions remain in force. If either party fails to enforce a right provided by these terms, it does not waive the ability to enforce any rights in the future. We may sometimes make changes to these terms and policies. If we make material changes that adversely affect your rights, then we will let you know before the changes come into effect. Continuing to use Colkie after a change means you accept the new terms or policies. These terms are an agreement with Colkie Technology S.L, located in C/ General Asensio Cabanillas 27, 28003, Madrid, Spain. If you use accessibility tools and have questions or concerns, please contact us at info@colkie.com.

Effective immediately for users on Colkie from May 1st, 2022.



Contact: info@colkie.com