

## I HEART SONGWRITING CLUB CO-WRITING SESSIONS – TERMS AND CONDITIONS

These Terms form an agreement between Seat 7A Pty Ltd t/a I Heart Songwriting Club (**IHSC, us, we**) and participants in our co-writing sessions (**you**).

Participation in our co-writing sessions is conditional on your acceptance of these Terms.

Our general Terms of Service, which you agreed to when you signed up to IHSC, also apply to the co-writing sessions. These Terms should be read together with our general Terms of Service.

### THE SESSIONS

1. You are invited to take part in co-writing sessions facilitated by us.
2. The sessions will be held outside of the regular IHSC platform and will be held in real time.
3. The purpose of our co-writing sessions is to facilitate songwriting growth and development, nurture networks and potential outcomes all within the peer community.
4. Only IHSC members are eligible to participate in our co-writing sessions.
5. We will pre-design a co-writing group for you according to experience level. You may be placed with up to 3 other IHSC members. All participants agree to contribute to a collaborative songwriting session in real time to fully make use of the session.
6. Group allocations and session times cannot be changed unless we agree.

### ACCESS AND GROUP COMMUNICATION

7. The sessions are live video sessions held on Zoom. You agree to the terms of service and privacy policy of Zoom in order to participate in the sessions.
8. All participants are required to have quality internet access and a webcam switched on, in order to participate fully in the session.
9. In order to share a live document with your co-writing group, you may choose to share your email address with that group, share your screen, or use another service, such as Google Docs. You may instead opt to take your own lyric notes. You agree to the terms of service for any third party service or site that you use in your co-writing sessions.
10. We are not responsible for any third party service or site (including Zoom or Google Docs). We do not in any way endorse any third party service or site and we are not responsible for the quality or delivery of any products or services offered, accessed or advertised by such third party services or sites.

### COPYRIGHT AND USE OF SONGS

Co-writing a song means sharing the copyright in that song. We suggest that groups have an open and frank discussion about copyright ownership at the outset. Please also read the following sections carefully, as they set out what the 'standard position' will be if you co-write a song during IHSC's sessions.

11. Any song which is co-written during or as a direct result of our co-writing sessions will be considered a 'joint work', meaning that the people in your group who were involved in co-writing the song become co-owners of the copyright in the song (including the music and/or lyrics) in equal proportions. Group members are free to negotiate other copyright splits (for example, if you have written the music and another group member has written the lyrics), however any change from the default 'joint work' position must be signed by all relevant group members in writing.
12. Co-ownership means you can't deal with a co-written song (for example, record, license or perform it) without the permission of the co-owners.

13. If you want to register a song which was co-written during or as a direct result of our co-writing sessions with any registered collecting society or performance rights association in any region/country, you must register the song as a joint work (or as otherwise agreed with all group members in writing) noting all co-writers in their respective proportions.
14. A co-written work generally only needs to be registered once with a collecting society, so please notify all other group members and agree on who is going to register the work. You may want to share your full name and contact details with other group members to ensure that any registration details are correct and to maintain communication with your co-writers.
15. We don't claim any copyright ownership over any song. We do own all intellectual property rights (including copyright) in our co-writing program format and all content and materials created by us in connection with our facilitation of the sessions. We grant you access to the sessions and session materials for the purpose of your participation in the sessions. You agree to not use the session format or materials for any other purpose.

#### **YOUR ACKNOWLEDGEMENTS**

16. You are welcome to take your own notes during your sessions, however you must not record any part of our workshops, even for your own personal use.
17. You acknowledge that the information (including any personal information) provided to you by a group member is to be used only for the purpose of the co-writing session and any ongoing communication between co-writers. You must not use that information for any other purpose.
18. You acknowledge and consent to us making audio-visual recordings of your participation in group sessions. You acknowledge that the recordings of group sessions, which may depict you, may be used by us for other programs we offer to our customers and for our training purposes.
19. You acknowledge that we may collect information from you (for example, via a Q&A) on your songwriting experience in order to improve our services to our members.
20. You are responsible for your interactions with other group members. We are not responsible for, and do not endorse, any songs or other content created during or as a result of the co-writing sessions. We are not responsible for, and accept no liability in connection with, the manner in which you disclose songs, other content or your personal details to other group members, or the manner in which other group members use those songs, content or personal details. To the maximum extent permitted by law you release us from any actions, claims or proceedings against us in connection with your participation in the co-writing sessions, and this provision constitutes a bar to any such actions, claims or proceedings.