

Terms and Conditions of Use - Octave Portal

1. **Definitions:** the definitions of the following terms apply to the statements provided in the Terms and Conditions of Use

"Administrator": refers to any person who holds all the rights to access and manage the account; they are responsible for the authorizations granted to any contact (**authorized contact**).

"Authorized contact": refers to any person authorized by the account **administrator** to carry out the operations for which they have been authorized on the Octave **portal**.

"Member Agreement" refers to the standard agreement that allows a masters rights owner to join **Soproq** for the management of their royalties arising from public performance rights, those related to reproduction and the private copying regime for sound recordings (phonograms) and music videos (videograms) in their repertoire.

"Portal": refers to the website made available online by **Soproq** under the name [Octave ©, 2021 Soproq, Montreal, Canada, all rights reserved](#), which offers **users** the services necessary for the management of their repertoire, their rights, **authorized contacts** to the account and other information necessary for the collection and payment of royalties arising from the rights provided for in the **Member Agreement**.

"Member": means any individual or company holding the rights to sound recordings (phonograms) or music videos (videograms) and having a **Member Agreement** in force with **Soproq**.

"Soproq": means the Quebec Collective Society for the rights of makers of sound and video recordings, a not-for-profit organization incorporated under the Canada Not-for-profit Corporations Act.

"User": means a **member**, an **administrator** or any **authorized contact** to the account.

2. **User:** The Octave portal is intended exclusively for **Soproq members** or their representative(s), **authorized contact(s)**.
3. **Copyright:** The content of the portal is protected by copyright - © 2021 [Soproq, Montreal, Canada, all rights reserved](#). Unless otherwise specified in these Terms and Conditions of Use, no content on the portal may be reproduced in any form or by any means whatsoever without first obtaining the express and written authorization of **Soproq**.

4. **Permitted use:** Any **user** may access, copy, print and distribute the portal pages and the information they contain under the following conditions:
 - a. The information will be used only for personal purposes or, in the case of a company, in the ordinary course of its business.
 - b. The information cannot be modified or altered in any way.
5. **Scope of Soproq's obligations:** **Soproq** aims to keep the **portal** running smoothly but cannot be held responsible for the service being temporarily unavailable and reserves the right to modify, suspend or withdraw the service at any time without notice.

Likewise, **Soproq** cannot be held responsible for the veracity of the information contained on the **portal**. The information contained on the **portal** is made available strictly for informational purposes. Although **Soproq** makes every effort to keep the information on the portal up to date, it can in no way claim or give any guarantee that the information is complete and accurate.

Soproq, on its own behalf and on behalf of each of its directors, employees, agents, suppliers or subcontractors, disclaims all liability for any loss or damage caused of any nature whatsoever, including, but not limited to, any direct, indirect, punitive damage, loss of access, loss of data, caused by a virus or not, loss of income or damage to property.

Soproq may use any information provided by **users** via the **portal** for the purposes of exercising the rights provided for in the **Member Agreement**.

6. **Guarantees and waiver:** By accessing and using the **portal**, the **user** agrees to be bound by these Terms and Conditions of Use as well as **Soproq's** [General Rules](#), the [Privacy Policy](#) and the **Member Agreement** such as they may be modified from time to time by **Soproq**. The member, in their name and in the name of their directors, employees, agents, suppliers and subcontractors, also guarantees that any person added as **administrator** or **authorized contact** to their account has read these terms of use and will comply with them. **Soproq** reserves the right to modify the Terms and Conditions of Use from time to time and it is the responsibility of each user to keep themselves informed of the modifications.

The **user** agrees to use the portal in accordance with the Terms and Conditions of Use, **Soproq's** [General Rules](#) and the **Member Agreement**. They also declare, on their own behalf and on behalf of their directors, employees, supplier agents and subcontractors, that all information provided in the context of the use of the **portal** is true and correct.

The **user** agrees to provide **Soproq**, and to modify them, when necessary, all the information required by the latter in order to enable them to collect and distribute the royalties within the framework of the exercise of the rights that the **member** grants Soproq via the **Member Agreement**.

The **user** authorizes **Soproq** to use the information provided via the **portal** in order to enable them to collect and distribute the royalties within the framework of the exercise of the rights that the **member** grants **Soproq** via the **Member Agreement** and in accordance with the [Privacy Policy](#).

The **user** assumes full responsibility for their use of the **portal**. The **user** also releases **Soproq**, in their name and in the name of the **administrator(s)** and **authorized contacts** on their account, of their directors, employees, agents, suppliers and subcontractors, from any liability for any loss or damage caused by of any kind, including, but not limited to, any direct, indirect, punitive, loss of income or damage to property.

7. **Applicable law:** The **portal** is made available from the province of Quebec in Canada, and these Terms and Conditions of Use are governed by and must be interpreted in accordance with the legislation applicable in Quebec. By accessing and using the site, the **user** agrees to submit to the exclusive jurisdiction of the courts of Quebec. **Soproq** reserves the right to bring an action before the courts of the user's country of residence to the extent that the latter conducts their activities, their profession or constitutes their principal place of business there.
8. **Contact:** If you have any questions regarding the Terms and Conditions of Use, please contact us at info@soproq.org.