

Copyright Disclaimer & Notice for Nebula Labz Music Streaming Service

Effective Date: 2/5/2025

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1. Copyright Notice

Copyright © 2025 Nebula Labz. All rights reserved.

All content, including but not limited to music, audio recordings, DJ mixes, remixes, albums, playlists, lyrics, cover art, metadata, videos, images, text, software, and other materials available on Nebula Labz's music streaming platform (collectively, the "Content"), is the exclusive property of Nebula Labz, Nebula Beats, its licensors, or third-party content providers. This Content is protected under U.S. copyright laws, international treaties, and other applicable intellectual property regulations.

However, Nebula Labz and Nebula Beats do not claim ownership of, endorse, or assume liability for content uploaded, streamed, mixed, or remixed by third-party DJs, users, or other independent creators using our platform.

2. Limited Liability for Third-Party DJ Content

Nebula Labz and Nebula Beats provide a platform that allows DJs, users, and independent artists to mix, remix, and stream music. While we strive to ensure compliance with copyright laws, we are not responsible for any copyright violations, unauthorized use, or infringement caused by third-party DJs or content creators.

By using the platform, DJs and users acknowledge the following responsibilities:

- They are solely responsible for ensuring they have the legal rights, licenses, or permissions to use, mix, or remix any music.
- Nebula Labz and Nebula Beats do not monitor or vet DJ-created content for copyright compliance.
- Any disputes, claims, or legal actions regarding unauthorized use of copyrighted materials must be directed to the individual DJ or content creator responsible for uploading or streaming the infringing material.
- Nebula Labz and Nebula Beats do not assume liability for any copyright infringement, royalties, or damages resulting from unauthorized use of music.

DJs and content creators must comply with all applicable copyright laws, which includes obtaining appropriate licenses from rights holders such as artists, record labels, performing rights organizations (PROs), or copyright collectives before streaming or mixing music.

3. Copyright Infringement & DMCA Compliance

Nebula Labz respects the intellectual property rights of artists, songwriters, producers, and other rights holders. We comply with the Digital Millennium Copyright Act (DMCA) and provide a mechanism for reporting copyright infringement.

If you believe that any Content on our platform infringes your copyright, you may submit a DMCA takedown notice to our designated Copyright Agent at:

DMCA Notice Contact Information:

- Email: [Insert Email Address]
- Mailing Address: [Insert Physical Address]
- Phone Number: [Insert Phone Number]

DMCA Notice Requirements:

For your notice to be legally valid, it must include the following:

1. Identification of the copyrighted work that you claim has been infringed (e.g., song title, album name, ISRC code, URL).
2. The exact location (URL) of the infringing material on our platform.
3. Your contact details, including your full name, email, and phone number.
4. A statement affirming that you have a good faith belief that the disputed use is unauthorized by the copyright owner.
5. A statement, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.
6. Your physical or electronic signature.

Upon receipt of a valid DMCA notice, we will promptly investigate and, if necessary, remove or disable access to the infringing material.

4. Counter-Notification Process

If your Content was removed due to a copyright claim and you believe this was done in error, you may file a counter-notification under the DMCA. Your counter-notice must include:

1. Your identification (name, address, phone number, and email).
2. The URL or description of the removed content.
3. A statement under penalty of perjury that you have a good faith belief that the content was removed in error.
4. A statement consenting to the jurisdiction of the federal court in your location.
5. Your physical or electronic signature.

We will forward your counter-notice to the original complainant. If they do not file a legal claim within 10 business days, we may restore the removed content.

5. User-Generated Content (UGC) & DJ Accountability

Nebula Labz allows DJs, users, and independent artists to create and share music, including uploads, mixes, and remixes:

- They are fully responsible for ensuring their content does not infringe upon the rights of any third party.
- Nebula Labz and Nebula Beats do not provide any warranties, guarantees, or assurances that DJ mixes, remixes, or uploaded tracks are legally compliant.
- Any legal claims or copyright disputes related to DJ-created content must be directed at the individual DJ or uploader and not Nebula Labz or Nebula Beats.
- Nebula Labz reserves the right to remove content that is flagged for copyright infringement without prior notice.
- DJs and content creators shall indemnify and hold harmless Nebula Labz and Nebula Beats from any claims, damages, or liabilities resulting from copyright violations.

If you are a DJ using Nebula Labz, it is your responsibility to secure proper licenses, permissions, and clearances for any copyrighted music used in your mixes or remixes.

6. Third-Party Licensing & Copyright Compliance

Nebula Labz works with third-party licensors, artists, record labels, and rights management entities to ensure legally licensed music is available on the platform.

However, DJs using third-party content are still responsible for:

- Clearing any additional licensing required for their specific use.
- Paying applicable royalties to copyright holders, PROs, or other entities.
- Understanding fair use laws and remix regulations in their jurisdiction.

7. Trademark Notice

All trademarks, service marks, logos, and brand names used on Nebula Labz's platform, including but not limited to "Nebula Labz" and "Nebula Beats," are the property of Nebula Labz or their respective owners. Unauthorized use of any trademarks or branding elements is strictly prohibited.

8. Indemnification & No Warranty Disclaimer

By using Nebula Labz's music streaming service, DJs, users, and content creators agree to:

- Indemnify, defend, and hold harmless Nebula Labz and Nebula Beats from any claims, damages, legal fees, or liabilities arising from copyright infringement or unauthorized use of music.
- Accept that Nebula Labz provides its platform "as is" without any express or implied warranties regarding copyright compliance, availability, or legal protection for DJ mixes or remixes.

9. Changes to This Copyright Disclaimer & Notice

Nebula Labz reserves the right to modify this Copyright Disclaimer & Notice at any time without prior notice. Any changes will be effective immediately upon posting. Continued use of our platform after modifications constitute acceptance of the updated terms.

For any copyright-related inquiries, please contact:

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