

# Cantāmus Terms of Use

## Legal Notice

The Cantāmus platform (hereinafter "Cantāmus") is managed by the Voctro Labs, SL, Barcelona, Spain ("VL" or "WE/US") domiciled at C/ Pujades 74, 2on, 08005 Barcelona, Spain, with tax number (NIF) B-65699662. For more information about VL, please see <https://www.voctrolabs.com> and legal information at this Legal Notice ([link](#)).

Contact. Any questions regarding Cantamus, the Site, our services or these terms should be addressed via the [info@cantamus.app](mailto:info@cantamus.app) e-mail address.

Legal text	Friendly version
<b>General use of the website</b>	
<p>The Cantamus platform is provided to you by Voctro Labs, SL. Our aim is to provide a service for singers and ensembles to support learning of singing repertoire, and a service for general users that want to generate artificial voice renditions of vocal music scores using VL proprietary technologies.</p>	<p>Cantamus is provided to you to learn, practice and record a score individually.</p>
<p>Use of the Cantamus website and corresponding services by any user ("you" or "User") entails full acceptance of these terms and any specific conditions published on the website. Accordingly, users are recommended to read carefully these terms and conditions and any instructions shown on the website each time they access the site. By registering for an account or otherwise using the Services, you represent that you are 14 years of age or older, as required by the GDPR and SPDA (Art. 7).</p>	<p>By accessing the site, you are 14 or older and agree to these terms.</p>
<p>We reserve the right to modify or delete at any time and without notice any content, services and information that are published in this website, as well as limit or modify these terms and conditions. Any modification will take effect as from the date of publishing and will bind any user accessing the page subsequent to publication. These terms may be saved and printed by the user using the "Print" function of the browser.</p>	<p>We may change these terms from time to time.</p>
<p>Registered Users will be provided 30 days' prior written notice of any change in these conditions, which will go into effect on the date stated in the notice, and they may cancel their registration at any time by contacting <a href="mailto:info@cantamus.app">info@cantamus.app</a>.</p>	<p>We will notify registered users of any change.</p>
<b>Intellectual Property Rights</b>	
<p>Independently of any free or open source software or content license that may apply to any works (as indicated in each case), and except for works that are in the public domain, all the elements of this website - including each individual work and the structure, arrangement and selection of those works - are covered by intellectual or industrial property rights. The rights in content, source code, form, design and name of the products, applications, tools, pages, brands, commercial names, logotypes, images, sounds and graphics, belong to, or have</p>	<p>The website and materials on Cantamus are protected by copyright laws. Downloading media content without permission is strictly prohibited.</p>

been granted to or are the object of a license in the name of, VL or Voctro Labs, S.L. Authorship and the right to use these works in any manner, including reproduction, modification, distribution or public communication, are protected by Spanish or international regulations governing industrial and intellectual property. For the avoidance of doubt, you must not adapt, edit, change, transform, publish, republish, distribute, redistribute, broadcast, rebroadcast or show or play in public this website/application or the material on this website/application (in any form or media) without VL prior written permission. The automated and/or systematic collection of data from this website/application is prohibited.

**User Account**

**Registration.** To use and explore content in Cantamus, you can either create an account by completing the corresponding form on the registration page, or alternatively by providing your contact details to the VL representative account by completing the corresponding form with your details and agreeing to these Terms. The passwords are confidential and it is therefore your responsibility to safeguard and ensure their correct use. You agree to notify us immediately upon learning of any unauthorised use of your Account or any other breach of security known to you. On confirmation of the account, you are granted a limited, revocable, non-exclusive and non-transferable license to use the Cantamus services in accordance with these Terms. The privacy policy applicable to personal data collected and processed by Cantamus is set out here ([Privacy Policy](#)).

To access and explore content, we create an account with your provided data. Please read our privacy policy, which you must accept for registration.

**Term.** The account will be activated and remain in force unless terminated by either us or you hereunder. You may cancel your account at any time. All cancellations should be addressed to our [info@cantamus.app](mailto:info@cantamus.app) e-mail address. We may suspend or cancel your registration immediately in case of breach by you of these Terms, by written notice. We may provide you 7 days' notice of termination in any other circumstance. On termination for any reason, your access to your account and all of its content will be disabled and your personal data will be deleted, except as maintained in backups (for backup retrieval purposes only or for any legal contingency). The content you have posted to the site will be reviewed and, at your option, may be deleted or kept online.

Your account remains active, but we may suspend it if you breach these rules and your content may be removed.

**Responsibility and Use.** You are responsible for all activities undertaken under your account. You agree not to use the Cantamus account for any illegal or unauthorized purpose or any activity that infringes third party rights. Unless otherwise agreed in writing with us, you may not use the Cantamus website portal for commercial purposes (note for clarification, we do not consider teaching in private or for-profit institutions a "commercial purpose"). You must not use the service in any manner that may deteriorate it or violates any laws (including but not limited to copyright laws). You agree to indemnify and hold us harmless to the fullest extent allowed by law regarding all matters related to your use of your Cantamus Account.

You are responsible for activity under your account, and you agree to comply with these terms and the law.

<p><b>Security.</b> You understand that the Cantamus account can be used for transmission of your content. We use encrypted communications (HTTPS). Please also note that your public profile and published content will be visible by third parties.</p>	<p>Transmissions to Cantamus over the Internet are encrypted.</p>
<p><b>Interactive services and User content</b></p>	
<p>Cantamus provides interactive services to users that allow them to create, explore and post content on the web site (e.g. recordings), send and receive internal messages, etc. ("interactive services"). Users must provide and use such content and services in accordance with current legislation, these terms and conditions, and any specific conditions regarding the provision of these services. In particular but without limitation, users may not use this site in breach of any Intellectual and Industrial property rights (copyright, trademarks, trade secrets, etc.) nor of personal rights such as image, honor, and personal intimacy. Without limitation, you agree not to use such services to disclose, publish or disseminate any spam, illegal code/virus/malware, confidential or misleading information or advertising, or other harmful uses that may damage the systems, reputation and interests of VL, its licensees or its users.</p>	<p>Users can add content on Cantamus. You agree that your content and behaviour on the site will comply with these terms, our community norms, and the law.</p>
<p>Please note that Cantamus is a social community and network and to develop this community, certain of your user activity is visible to others users.</p>	<p>Other users may see your activity on Cantamus.</p>
<p>All content, announcement, comment, opinion, declaration or recommendation made within the interactive services shall exclusively be attributable to the User/s expressing such points of view. In no circumstances shall such announcements, comments, opinions, declarations or recommendations be attributable to Cantamus, which will be held harmless by the User from any claims that may arise in relation to such User using these interactive services for the purposes prohibited in these terms or otherwise by law.</p>	<p>Only you are responsible for your posted content.</p>
<p>We reserve the right to eliminate or block access at any time any content or contribution that infringes or may infringe these conditions, or prevent the reproduction or public communication of any content/contribution until proof is provided of ownership of the material provided or the legality of the contribution. In particular, and for precautionary purposes, Cantamus may eliminate or suspend publication of such content when any contribution is reported to be illegal, infringe third party rights or not be sufficiently documented (without prejudice to Cantamus's right to retain and keep on file internally a copy of the content in question while the legal situation is being verified and for the duration that is prescribed by law).</p>	<p>We may remove content at any time if it breaches these rules.</p>
<p>We also reserve the right to exclude any user from the interactive services and to suspend or close his/her account without prior warning should the user breach any of these terms.</p>	<p>We may also exclude users who breach these rules.</p>
<p><b>IPR in the Interactive Services and User Content</b></p>	

<p>1. Inbound (general content): Without prejudice, the posting or publication of messages, comments, descriptions, opinions or any other content to the website constitutes the grant in VL's favour (as operator of Cantamus) to use and exploit such content under the terms of the Creative Commons - BY 4.0 license.</p>	<p>You provide us your content under the CC-BY 4.0 content license.</p>
<p>2. Inbound (music scores, user recordings and audio files). When a score, user recording or audio item ("media") is uploaded or "posted" by a User to Cantamus, together with any metadata or descriptive text associated to the media ("metadata"):</p>	<p>Media is uploaded to Cantamus as follows:</p>
<p>a) the User warrants to VL (as operator of Cantamus) that he/she has all necessary rights in the media and metadata, and that the posting for publishing does not infringe any third party rights of any nature.</p>	<p>You warrant that you legally can post the media to Cantamus.</p>
<p>b) The User can be offered the option to grant VL (as operator of Cantamus), VL's licensees and Cantamus users the right to use and exploit such media and metadata in accordance with the Creative Commons license/s indicated by the User. The license applied to a media (music scores, user recordings and audio files) applies also to associated metadata.</p>	<p>The ownership of the uploaded media is kept by the User, with the option to select a CC license for your media.</p>
<p>c) the User will indemnify and hold VL, VL's licensees and users harmless against all loss or damage suffered by either or any of them, directly or indirectly, as a consequence of any breach of the above warranty and/or breach of third party intellectual property rights, trade secrets, privacy rights or other third party rights, by such posting.</p>	<p>You will cover any costs if you breach other people's IPR.</p>
<p>Claims: Any claims notified to us by users in relation to infringements of intellectual or industrial property rights relating to any of the content contained on this web site must be sent to us via <a href="mailto:info@cantamus.app">info@cantamus.app</a> e-mail address.</p>	
<p><b>Liabilities</b></p>	
<p>We make no warranties about the User content provided through the Cantamus site, nor do we guarantee the user the continued availability of Cantamus platform or the supply of information or of the various services offered through it. As a result, users will not hold us liable for any damage or expense in the event of interruptions in the service, delays, malfunctions and, in general, any inconvenience whose origin lies in causes beyond the control of Cantamus.</p>	<p>We don't warrant that all the data on the site is correct. We are not liable for information not posted by us on this site.</p>
<p>VL does not assume any liability arising from (a) use made by the user of the content of Cantamus's website and services; (b) the content and opinions published by third parties (including Users); (c) any activity that constitutes breach by the user or third parties of these terms; or (d) for any damages that may be caused to the users' equipment due to possible computer viruses contracted by the user in browsing the website or for any other damages incurred due to their browsing.</p>	<p>We are not liable for third party users' behaviour on the site.</p>

<p>The User shall hold Cantamus harmless in the event of damages caused to third-parties as a result of the user's rightful or wrongful use of the products, services, contents or tools available on the website.</p>	<p>You will cover our costs caused by your incorrect behaviour.</p>
<p>VL, as operator of Cantamus, will only be liable for loss or damages incurred by the user as a consequence of accessing the website or using the contents or tools on the platform when such damages are attributed to fraud or willful misconduct on the part of VL.</p>	<p>We will only be liable for fraud or misconduct on our part.</p>
<p>We reserve the right to modify, replace, update, renew, impede or restrict access, interrupt, block, temporarily suspend or cancel definitively any service, supply of information or any other content, either with regard to a specific user or in general, in particular when notified by any third party or administrative or judicial authority of any actual or potential breach of third party rights. Any potential breach should be notified using our <a href="mailto:info@cantamus.app">info@cantamus.app</a> email address.</p>	<p>We can change the site when we want and we will notify you.</p>
<p><i>Last update: 25 July 2021</i></p>	

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