

Distribution Terms & Conditions

音樂發行服務條款

MELODISER MEDIA LIMITED

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1. Contracting party and scope / 訂約方與適用範圍

MELODISER MEDIA LIMITED (Hong Kong / 香港; Business Registration No. 78660193), trading as Kevumo (the Company, we or us), provides the Kevumo distribution dashboard at backstage.kevumo.com and its associated account, catalog, delivery and statement services. These Terms apply to the individual or entity using an account. The contracting company is the company identified in this document.

MELODISER MEDIA LIMITED (Hong Kong / 香港; 商業登記號碼 78660193)，以 Kevumo 品牌營運（下稱「本公司」或「我們」），提供 backstage.kevumo.com 音樂發行後台及相關帳戶、目錄、派送和結算單服務。本條款適用於使用帳戶的個人或實體。本文件所列公司為本服務的訂約主體。

2. Acceptance, authority and accounts / 接受條款、授權與帳戶

By accepting these Terms during registration or an applicable submission process, you agree to them. You must be at least 18 or act through a legally authorised guardian, and have authority to bind any artist, label or entity you represent. Keep account and contact information accurate, protect credentials and report suspected unauthorised access promptly. Staff access must remain within the permissions assigned to them. Release access may depend on account approval and may be restricted for a documented security, rights or compliance reason.

您在註冊或適用的提交流程中接受本條款，即同意受其約束。您必須年滿十八歲或透過合法授權的監護人行事，並有權代表所涉及的音樂人、廠牌或實體訂約。請保持帳戶及聯絡資料準確、保護登入憑證，並及時報告疑似未經授權的存取。員工須在獲授權限內操作。發行功能可須經帳戶審批，亦可因有記錄的安全、權利或合規原因而受限制。

3. Drafts, submission and review / 草稿、提交與審核

You may save an incomplete release to the catalog as a draft after entering some release content. Default production year and default territory selections alone do not constitute content; an entirely empty draft cannot be saved. A saved draft is not an instruction to distribute and is not approval for release. Browser session recovery is distinct from a draft successfully saved to your account. Wait for uploads and a successful save confirmation before leaving. You remain responsible for keeping original masters and rights records.

Before formal submission, verify metadata, rights, platforms and territories and complete the applicable required-field and technical checks. Submitted, approved, delivered and available in store are different stages. Form validation or a delivery record does not guarantee DSP acceptance or on-time availability.

填寫部分發行內容後，您可將未完成的發行儲存為目錄草稿。僅有預設製作年份及預設地區選項不算已填寫內容；完全空白的草稿不可儲存。草稿不構成派送指示，亦不代表作品已獲發行批准。瀏覽器工作階段的暫存恢復，有別於成功儲存至帳戶的草稿。離開前請等待上傳完成及儲存成功提示。您仍須自行保管原始母帶和權利證明。

正式提交前，您須核對資料、權利、平台及地區，並完成適用的必填和技術檢查。已提交、審核通過、已派送與已上架是不同階段。頁面校驗或派送記錄不保證 DSP 接納或按期上架。

4. Release metadata and the single-track rule / 發行資料與單曲一致性

Provide accurate album and track titles, primary artists, contributors, language, release format, dates, rights lines, cover art, audio, lyrics and identifiers where required. For a release containing exactly one track, its album title and track title must match, and its album primary artist names and track artist names must match. The dashboard disregards leading/trailing whitespace and the ordering of an identical artist-name set. For releases of two or more tracks this particular matching rule does not apply; all other metadata and DSP requirements still apply. Do not impersonate another artist or use misleading metadata. Empty ISRC/UPC fields request assignment where the service supports it; they do not authorise reuse of another recording's identifier.

您須按要求準確填寫專輯及曲目標題、主要藝術家、參與者、語言、發行形式、日期、版權標示、封面、音訊、歌詞及識別碼。僅含一首曲目的發行，其專輯標題須與曲目標題一致，專輯主要藝術家姓名亦須與曲目藝術家姓名一致。後台忽略首尾空白及相同藝術家姓名集合的排列順序。含兩首或以上曲目的發行不受此項一致性限制，但仍須遵守其他資料及 DSP 要求。不得冒充其他藝術家或使用誤導資料。留空 ISRC/UPC 僅表示在服務支援時申請分配，不代表可沿用其他錄音的識別碼。

5. Ownership and limited distribution licence / 所有權與有限分發授權

You retain the rights you own; these Terms transfer no copyright ownership to the Company. On your authorised submission, you grant a non-exclusive licence to host, technically process, reproduce and deliver the submitted recordings and accompanying materials to the selected DSPs, and to sublicense those activities to delivery partners and DSPs as reasonably necessary to provide the service. This includes streaming, downloads and normal store previews where selected services support them. Artist names and artwork may be used to identify and present those releases. Wider endorsements, publishing administration, synchronisation licensing or unrelated exploitation require a separate agreement or permission.

您保留本身擁有的權利；本條款不將版權所有權轉讓予本公司。經您授權提交後，您授予非獨家許可，容許我們託管、作技術處理、複製及向所選 DSP 派送錄音和隨附材料，並在提供服務合理必要的範圍內，將相關活動再授權予派送合作夥伴及 DSP。所選服務支援時，授權包括串流、下載及一般商店試聽。藝術家名稱和封面可用於識別及展示該等發行。更廣泛的代言、出版權管理、同步授權或無關的利用，須另有協議或許可。

6. Platforms, territories and dates / 平台、地區與日期

The distribution licence is limited to the services and licensed territories you select and are entitled to authorise. The dashboard uses ISO 3166-1 two-letter territory codes, the basic DDEX territory list. New releases default to all 249 listed countries/regions; you must remove any territory outside your rights before submission. A default selection is not proof of rights. Worldwide display summaries describe the selected scope, not a guarantee of availability in every market. Planned dates, territorial support, processing and takedown timing depend on the relevant DSP. You authorise technical delivery formats where needed, but the dashboard does not certify that every delivery is DDEX-compliant.

分發授權僅限於您選取且有權授權的服務及發行地區。後台採用 ISO 3166-1 兩位地區代碼，即 DDEX 的基礎地區列表。新建發行預設全選所列的二百四十九個國家／地區；正式提交前，您必須取消超出您權利範圍的地區。預設選項不是權利證明。「全球」摘要描述所選範圍，不保證每個市場均可上架。計劃日期、地區支援、處理及下架時間取決於相關 DSP。您授權必要的技術派送格式，但後台不就每次派送均符合 DDEX 作出認證。

7. Rights clearance and lawful content / 權利清理與合法內容

You must own or secure all necessary permissions for masters, compositions, lyrics, performances, samples, artwork, names and other submitted material, including permissions from collaborators and represented artists. Supply evidence on reasonable request. Identify explicit content and previously released recordings accurately. Content must not infringe copyright, privacy, publicity or contractual rights, or contain unlawful threats or defamatory material. Use of generative tools does not remove the need for rights clearance and accurate attribution; unauthorised voice or identity impersonation is prohibited.

您須擁有或取得母帶、詞曲、歌詞、表演、採樣、封面、名稱及其他提交材料所需的全部許可，包括合作人及所代表藝術家的許可。接獲合理要求時，請提供證明。露骨內容及曾發行錄音須準確標示。內容不得侵犯版權、私隱、形象或合約權利，亦不得包含非法威脅或誹謗材料。使用生成工具不免除權利清理及準確署名的責任；禁止未經授權冒用聲音或身份。

8. Revenue, statements and payment / 收益、結算單與付款

Your applicable royalty percentage is shown in your personal profile and account-specific royalty schedule. An individual account setting takes precedence over the brand default. The allocation base is the amount in the administrator-provided financial report for your account, including identified adjustments. Your share is calculated for each report and rounded to two decimal places; the remaining amount belongs to the Company. The Company identified in this document is responsible for paying your royalties through its authorised administrators. A change applies to newly added reports after it is saved; existing reports retain their allocated percentage. Corrections to the source report may change the amount at that retained percentage. Source reports remain unaltered by split settings. An allocation or displayed balance is not proof of payment or an immediately withdrawable balance. Payment arrangements are agreed with the Company. This generated document records the current settings and does not itself constitute evidence of your signature or acceptance or replace a separately signed agreement without the required agreement and notice.

您的適用版稅比例列於個人資料及帳戶專屬的版稅分成條款；個別帳戶設定優先於品牌預設比例。分配基數為管理員提供予您帳戶的財務報告金額，包含已列明的調整。您的所得按每份報告計算並四捨五入至小數點後兩位，餘額歸本公司。本文件所列公司負責透過其獲授權管理員向您支付版稅。設定儲存後的新增報告適用新比例；既有報告保留原分配比例。如原始報告更正，金額會按該保留比例更新。分成設定不會改寫原始財務報告。分配金額或頁面餘額不代表已付款或可即時提取，付款安排由您與本公司約定。本文件記錄目前設定，本身不構成您已簽署或同意的證明，亦不會在未履行必要協議與通知的情況下取代另行簽署的協議。

9. Payment instructions and tax / 付款指示與稅務

Payment method, any minimum threshold and payment timing are those specified in your written agreement or clearly communicated account arrangements. The presence of a statements page does not imply an automated withdrawal facility. You must provide accurate payment and reasonably required tax information through the designated secure channel. Banking and cross-border transfer charges remain your responsibility under the existing payment arrangement; applicable charges should be disclosed. Each party remains responsible for its legal tax obligations, and any mandatory withholding will be explained. Never send passwords or complete payment credentials in an ordinary support email.

付款方式、任何最低門檻及付款時間，以您的書面協議或明確告知的帳戶安排為準。設有結算單頁面不代表已提供自動提款功能。您須透過指定的安全渠道，提供準確付款資料及合理所需的稅務資料。銀行及跨境轉帳費按既有付款安排由您承擔；適用費用應予披露。雙方各自承擔法定稅務責任，任何強制扣繳將予說明。切勿在一般客服電郵中傳送密碼或完整付款憑證。

10. Fraud, claims and proportionate restrictions / 欺詐、申索與適度限制

The Anti-Fraud & Artificial Streaming Policy forms part of these Terms. Bots, stream farms, deceptive promotion, rights fraud and payment fraud are prohibited. A credible DSP report or rights complaint may justify temporary restrictions on affected content or funds while facts are assessed. An anomaly alone is not conclusive proof of deliberate fraud. Where lawful and practicable, we will explain the reason, affected scope and evidence you may supply. Funds may be adjusted only on a contractual or legal basis; the mere existence of a complaint does not automatically forfeit all unrelated earnings.

《反欺詐與人為串流政策》構成本條款的一部分。禁止機器人流量、刷流量農場、欺騙性推廣、權利欺詐及付款欺詐。可信的 DSP 報告或權利投訴，可構成在核實事實期間暫時限制受影響內容或款項的理由。單一異常不等於蓄意欺詐的確證。在合法及可行情況下，我們會說明理由、涉及範圍及可提交的證據。款項調整須有合約或法律依據；僅因存在投訴，不會自動沒收所有無關收益。

11. Takedown, suspension and termination / 下架、暫停與終止

You may request release takedown or account closure through the available account process or support@melodiser.com. We will process an authorised request and pass appropriate instructions to delivery partners; actual removal depends on DSP processing and any legal preservation obligations. Draft deletion alone does not recall a previously delivered release. We may suspend or terminate service for a material breach, rights risk or fraud, with notice and an opportunity to respond where appropriate; urgent protective action may precede notice. Accrued accounting, justified adjustments and applicable legal retention duties survive termination. The distribution licence ends when authorised takedown is completed, except for necessary wind-down, accounting and legally required retention.

您可透過可用的帳戶流程或 support@melodiser.com 申請作品下架或關閉帳戶。我們會處理經授權的申請，並向派送合作夥伴傳達適當指示；實際移除取決於 DSP 處理及任何法律保全義務。僅刪除草稿，不會撤回已派送的作品。如有重大違約、權利風險或欺詐，我們可暫停或終止服務，並在適當情況下提供通知及回應機會；緊急保護措施可先於通知。已產生的結算、有依據的調整及適用的法定保留義務，在終止後仍有效。授權下架完成後，分發許可終止，但必要的收尾、結算及法定保留除外。

12. Liability and third-party claims / 責任與第三方申索

You are responsible for substantiated third-party claims and reasonable direct costs caused by your breach or lack of necessary content rights, to the extent attributable to you. We will notify you of a claim where lawful and allow reasonable cooperation in its defence; you are not responsible for losses caused by our own wrongdoing. Subject to mandatory law, we exclude indirect or consequential losses and cap contractual liability at distribution fees collected from your account in the six months before the claim. No provision excludes liability that cannot lawfully be excluded, including fraud or death or personal injury caused by negligence, or extinguishes your entitlement to properly payable royalties.

對於因您違約或缺乏必要內容權利而引起、並在可歸責於您的範圍內有依據的第三方申索及合理直接費用，您須承擔責任。我們會在合法情況下通知您，並容許合理合作抗辯；您無須承擔因我們本身不當行為造成的損失。在強制法律容許範圍內，我們排除間接或衍生損失，並以申索前六個月從您帳戶收取的分發費作為合約責任上限。任何條文均不排除法律不容許排除的責任，包括欺詐或因疏忽造成的死亡或人身傷害，亦不消除您收取應付版稅的權利。

13. Privacy, changes and contract priority / 私隱、變更與合約優先次序

The Privacy and Cookie Policies explain data handling and browser storage. Material contractual changes must be communicated through an appropriate notice process and take effect subject to applicable consent and notice requirements; they do not retrospectively change a separately agreed royalty split. A separately executed distribution or label agreement prevails over conflicting general terms. The Anti-Fraud Policy governs its subject, subject to these Terms and mandatory law.

《私隱政策》及《Cookie 政策》說明資料處理及瀏覽器儲存方式。重大合約變更須透過適當通知程序告知，並遵守適用的同意及通知要求後生效；不會追溯更改另行約定的分成。已另行簽署的分發或廠牌協議，在衝突範圍內優先於一般條款。《反欺詐政策》適用於其專屬事項，但須受本條款及強制法律限制。

14. Law, language and contact / 法律、語言與聯絡

These Terms are governed by Hong Kong law, with non-exclusive jurisdiction of the Hong Kong courts, without displacing mandatory protections applicable to you. Invalid provisions are limited or severed to the extent necessary without automatically invalidating the remainder. English and Traditional Chinese are provided; English prevails in an inconsistency to the extent permitted by law. Contract, rights and account enquiries: MELODISER MEDIA LIMITED, Business Registration No. 78660193, support@melodiser.com. Quote your account and release ID where available.

本條款受香港法律管轄，香港法院享有非專屬管轄權，但不排除對您適用的強制保障。無效條文可在必要範圍內受限制或被分割，而不自動令其餘條文失效。本文件提供英文及繁體中文版本；在法律容許範圍內，如有不一致，以英文為準。合約、權利及帳戶查詢請聯絡 MELODISER MEDIA LIMITED（商業登記號碼 78660193）：support@melodiser.com。如有帳戶及發行編號，請一併提供。