Terms and conditions of service – ScenVirtuel

Last update: 12/05/2025

1. Purpose

These terms and conditions govern the use of the **ScenVirtuel** platform (<u>www.scenvirtuel.com</u>), owned by Mario Richard, sole proprietor. ScenVirtuel is an online platform designed to connect **musical artists** with **clubs**, **bars**, **event organizers**, and to facilitate the **sale of music**, the **booking of musical performances**, and **artistic promotion**.

2. Access to the platform

Access to ScenVirtuel is open to any adult who is legally competent and wishes to register as an **artist** or **organizer**. Use of the platform implies full and complete acceptance of these terms and conditions.

3. Registration – Artist members and clubs

- Registration is required to access certain services (public profile, sales, reservations, etc.).
- The information provided must be accurate, up to date, and complete.
- ScenVirtuel reserves the right to refuse or delete an account if the information is false or the account is being misused.

4. Subscriptions and payments

- Subscription options are available for artists and organizers (free or paid depending on the features selected).
- Payments are processed via secure third-party platforms (Stripe, PayPal).
- No refunds will be given except in the event of a proven technical error on the platform.

5. Use of services

Members may:

- Create a public profile to promote themselves or discover artists/venues
- Sell their music (depending on their subscription level)
- Book or be booked for shows
- Offer tickets for sale (via an integrated or partner system)

Any attempt at fraud, abuse, or misuse of the platform will result in immediate suspension of the account.

6. Content published by members

- Members remain **fully responsible** for the content they publish (text, images, audio, videos).
- Published content must not infringe copyright or damage the image of a third party.
- ScenVirtuel reserves the right to remove any content deemed inappropriate without prior notice.

7. Intellectual property

- All elements of the site (logos, interface, text, structure) are protected by intellectual property laws.
- No user may copy, reproduce, or redistribute all or part of the site without prior written permission.

8. Member responsibilities

Users agree to:

- Respect other members of the community
- Not use the platform for illegal purposes
- Not provide offensive, discriminatory, or misleading content

9. Protection of personal data

ScenVirtuel collects the data necessary for registration, billing, and the operation of its services.

In accordance with applicable laws (e.g., GDPR or Canadian equivalent), each user may request access to, modification, or deletion of their data.

10. Termination of an account

A member may close their account at any time.

ScenVirtuel reserves the right to suspend or delete an account without notice in the event of a breach of the terms of use.

11. Limitation de responsabilité

ScenVirtuel ne peut être tenu responsable :

- Des litiges entre artistes et organisateurs
- Des ventes non réalisées ou spectacles annulés
- Des interruptions temporaires du site pour maintenance

12. Changes to services

ScenVirtuel may modify or update the services offered at any time. Users will be notified by notification or email if necessary.

13. Applicable law and jurisdiction

These terms and conditions are subject to the laws in force in **Quebec (Canada)**. Any dispute shall be brought before the competent courts of the district of Montreal.

Acceptance

By registering or using the platform, each user confirms that they have read, understood, and accepted these terms and conditions.