

Terms of Service

Musivo Galleria (musivogalleria.com)

Effective date: 28 May 2026

Last updated: 28 May 2026

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MUSIVO GALLERIA TERMS OF SERVICE

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1. AGREEMENT TO TERMS

1.1 These Terms of Service ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and Musivo LLC, a company registered at the Qatar Financial Centre, Doha, Qatar ("Musivo," "we," "us," or "our"), governing your access to and use of the Musivo Galleria marketplace platform, including the website located at musivogalleria.com, all related applications, services, tools, and features (collectively, the "Platform").

1.2 By accessing or using the Platform in any manner, including as a visitor, buyer, or seller, you acknowledge that you have read, understood, and agree to be bound by these Terms in their entirety, together with our Privacy Policy and Refund Policy, each of which is incorporated herein by reference.

1.3 If you do not agree to these Terms, you must immediately cease using the Platform and close any accounts you have created.

1.4 These Terms apply to all users of the Platform, including without limitation sellers, buyers, brands, creators, makers, and any other persons who access or use the Platform.

2. DEFINITIONS

For the purposes of these Terms:

2.1 "Platform" means the Musivo Galleria marketplace website, applications, APIs, and all related services operated by Musivo LLC.

2.2 "Seller" means any individual, creator, brand, business, or entity that registers on the Platform to list, offer, or sell Products or Services.

2.3 "Buyer" means any individual or entity that purchases or attempts to purchase Products or Services through the Platform.

2.4 "Products" means any physical goods, digital products, downloadable content, software, templates, presets, courses, ebooks, memberships, subscriptions, or any other item listed for sale on the Platform.

2.5 "Services" means any service offered by a Seller through the Platform, including without limitation coaching sessions, consulting, photography, content creation, brand collaborations, ambassador services, and any other professional or creative service.

2.6 "Digital Products" means any intangible, electronically delivered Products including but not limited to courses, templates, presets, ebooks, software, digital art, music, and online access passes.

2.7 "Physical Products" means any tangible goods listed on the Platform that require physical shipping or collection.

2.8 "Seller Transaction" means any completed purchase of a Product or Service on the Platform.

2.9 "Platform Fee" means the ten percent (10%) commission charged by Musivo on every Seller Transaction, deducted automatically at the point of payment.

2.10 "Brand Booking" means a transaction whereby a Buyer engages a Seller to provide creative, marketing, content, or promotional Services, including one-to-one sessions, hire-me packages, and similar direct service engagements.

2.10a "Brand Campaign" or "Campaign Hire" means a transaction whereby a brand (Buyer) pays to engage a creator Seller to deliver agreed campaign or UGC deliverables under a published brief on the Platform.

2.10b "Event" means a live or online gathering, workshop, show, or experience listed by a Seller on the Platform.

2.10c "Event Ticket" or "Event Registration" means a paid or free registration for an Event, evidenced by a confirmation code, in-app pass, and/or ticket document issued through the Platform. Event Tickets are sold or offered by the Event organizer (the Seller), not by Musivo.

2.10d "Community" means a membership group, forum, or gated space operated by a Seller on the Platform, which may require payment, approval, or both for access.

2.11 "Whop" means Whop Corp, the third-party payment and product delivery infrastructure provider used for checkout, payment processing, and seller payouts on the Platform (including Digital Products, Physical Products sold through the Platform, and Brand Bookings).

2.11a "Whop User Account" means your personal Whop access credential, if Whop requires one for authentication, access, or compliance in connection with the Platform's payment and payout infrastructure. Your Whop User Account is an identity and access credential only; it is not where sale revenue is stored.

2.11b "Whop Connected Payout Account" (also referred to as a connected account or sub-business) means a separate Whop payout entity created or linked for each Musivo Galleria storefront through the Platform's Payments Hub and Whop-powered payout flows. Each Whop Connected Payout Account holds the payment balance for that storefront, is enrolled under Musivo's Whop platform parent company for collection of the Platform Fee, and is where payout setup (bank account and tax information) is completed through Whop-powered onboarding. Sale revenue is paid to your Whop Connected Payout Account, not to your Whop User Account credential.

2.12 "Shopify" means Shopify Inc. References to Shopify on the Platform relate to optional domain verification only — not catalog sync or checkout.

2.13 "Content" means any text, images, photographs, videos, audio, data, information, or other material uploaded, posted, or otherwise transmitted through the Platform.

3. ELIGIBILITY

3.1 You must be at least eighteen (18) years of age to use the Platform or enter into any transaction through the Platform. By using the Platform, you represent and warrant that you are at least eighteen (18) years old.

3.2 By agreeing to these Terms, you represent and warrant that you have the legal capacity and authority to enter into a binding agreement, and that your use of the Platform does not violate any applicable law, regulation, or third-party obligation.

3.3 If you are using the Platform on behalf of a company, organisation, or other legal entity, you represent and warrant that you have full authority to bind that entity to these Terms, in which case the terms "you" and "your" shall refer to such entity.

3.4 Musivo reserves the right to refuse access to or terminate the accounts of any user at any time and for any reason, including without limitation for violation of these Terms, fraudulent activity, or conduct that Musivo determines, in its sole discretion, to be harmful to the Platform, other users, or Musivo's reputation.

4. THE PLATFORM — NATURE OF SERVICE

4.1 Musivo as Marketplace Intermediary Only. Musivo Galleria is a technology marketplace platform that provides infrastructure enabling Sellers to list and sell Products and Services to Buyers. Musivo is not a party to any transaction, agreement, contract, or arrangement between any Seller and any Buyer. Musivo does not sell, manufacture, create, own, warehouse, ship, or deliver any Products or Services listed on the Platform.

4.2 No Agency Relationship. Nothing in these Terms shall be construed to create an agency, partnership, joint venture, franchise, or employment relationship between Musivo and any Seller. Sellers are independent operators who choose to list their Products and Services on the Platform. Musivo does not direct, control, or supervise the content, quality, delivery, or legality of any Products or Services offered by Sellers.

4.3 No Guarantee of Quality or Delivery. Musivo does not inspect, verify, guarantee, warrant, or represent that any Product or Service listed on the Platform is of merchantable quality, fit for any particular purpose, accurately described, legal to sell or purchase in any jurisdiction, or will be delivered as promised by any Seller. All representations regarding Products and Services are made solely by the Sellers who list them.

4.4 Seller Responsibility. Each Seller is solely responsible for the accuracy of their listings, the legality of their Products and Services, the fulfillment of orders, the delivery of Services, compliance with applicable laws in all relevant jurisdictions, payment of applicable taxes and duties, and any customer service obligations arising from their listings.

4.5 Buyer Responsibility. Each Buyer is solely responsible for evaluating the Products and Services they choose to purchase, conducting their own due diligence regarding any Seller, and understanding the terms of any purchase before completing payment.

4.6 Customer Support — Sellers, Not Musivo. Musivo Galleria is a marketplace platform only. Musivo does not provide customer support, order fulfillment assistance, or post-purchase support for Products or Services sold by Sellers. All questions about orders, shipping, delivery, access to Digital Products, refunds, product quality, and Brand Bookings must be directed to the Seller from whom you purchased. Sellers display a public contact email and/or Galleria messaging for this purpose. Musivo's support email (support@musivogalleria.com) is for platform issues only (account access, technical problems with the Galleria website, or reporting policy violations) — not for resolving disputes about a Seller's products or services.

4.7 Marketplace Safety and Buyer Due Diligence. Musivo operates screening and verification tools designed to reduce fraud and low-quality sellers, including without limitation social verification for creator discoverability, optional domain verification for apps & brands, post-purchase reviews, and enforcement actions for policy violations or fulfillment failures. No verification or review system is foolproof. Musivo does not independently audit every Seller's credentials, licenses, inventory authenticity, off-platform claims, or external websites. Each Buyer is solely responsible for conducting their own due diligence before purchasing, including reviewing Seller ratings, reading product descriptions, visiting portfolio or external buy links where provided, and verifying professional credentials where relevant (including for expert, coaching, or therapy-adjacent listings). Musivo is not responsible for Seller misconduct, misrepresentation, off-platform transactions, or the quality, safety, legality, or authenticity of any Product or Service.

4.8 Professional retail marketplace; verified Shopify for shipped brand goods. Galleria is primarily a digital marketplace for professional creators, agencies, and brands. Checkout for paid Products and Services on the Platform is processed through Whop. Apps & brands may list digital products, memberships, and free portfolio/showcase listings with optional external buy links. Verified consumer retail brands operating a Shopify store may list shipped products they fulfill themselves, subject to Shopify store verification (store URL plus email code on the store domain), a complete shipping policy, and seller fulfillment attestation. Gallery & art space

brands and creators with an artist focus may list one-off shipped work with manual fulfillment. Musivo does not sync Shopify catalogs or inventory. Individual resellers, vintage dealers, thrift sellers, consignment resellers, and peer-to-peer secondhand marketplaces are not permitted. Galleria is for professional Sellers operating their own brand or retail store — not casual resale. Musivo is not the seller, importer, or guarantor of any goods.

4.9 Platform Moderation and Discretion. Musivo may review, hide, suspend, or remove any listing, storefront, or Seller account at any time and for any reason in its sole discretion, with or without notice, including for suspected policy violations, buyer complaints, fraud risk, or conduct Musivo considers harmful to the Platform. Such action is a platform management decision and does not make Musivo a party to any transaction or liable for Seller conduct. Musivo is not obligated to host any particular Seller or listing.

5. SELLER ACCOUNTS AND OBLIGATIONS

5.1 Registration. To sell on the Platform, you must create a Seller account by providing accurate, current, and complete information. You agree to maintain and promptly update your account information to keep it accurate, current, and complete.

5.2 Account Security. You are responsible for maintaining the confidentiality of your account credentials. You agree to notify Musivo immediately of any unauthorized use of your account. Musivo shall not be liable for any losses arising from unauthorized use of your account.

5.3 Accurate Listings. You represent and warrant that all information contained in your product or service listings is accurate, complete, and not misleading. You agree to promptly update listings if any information becomes inaccurate.

5.4 Prohibited Listings. You shall not list, offer, or sell through the Platform:

- (a) Any item or service that is illegal to sell in your jurisdiction or the jurisdiction of any likely buyer;
- (b) Drugs, controlled substances, prescription medicines sold without authorization, or drug paraphernalia;
- (c) Counterfeit, stolen, or fraudulently obtained goods;
- (d) Items that infringe any third party's intellectual property rights;
- (e) Weapons, explosives, hazardous materials, or controlled substances;
- (f) Adult, pornographic, or sexually explicit content — including nudity intended to arouse, escort services, or explicit sexual services;
- (g) Child sexual abuse material (CSAM) or any content sexualizing minors;
- (h) Items that violate any applicable export control laws;
- (i) Any item or service that Musivo determines, in its sole discretion, to be inappropriate, harmful, or inconsistent with our Trust & Safety policy;
- (j) Misleading, fraudulent, or deceptive products or services;
- (k) Resale, vintage, thrift, consignment, or peer-to-peer secondhand goods, or listings by individual resellers who are not operating a professional brand or retail store;
- (l) Listings primarily intended as dropshipping arbitrage, unverified bulk imports, or inventory the Seller does not control or fulfill.

Musivo operates a notice-and-action process for illegal and harmful content. Anyone may report a storefront, listing, or event using the Report control on the Platform or by contacting legal@musivogalleria.com. See Trust & Safety for details.

5.5 Intellectual Property. You represent and warrant that you own or have all necessary licenses, rights, consents, and permissions to sell all Products and Services you list on the Platform, and that such listings and sales do not infringe any third party's intellectual property, privacy, or other rights.

5.6 Tax Compliance. You are solely responsible for determining and fulfilling your tax obligations in connection with your sales on the Platform, including but not limited to income tax, VAT, GST, sales tax, digital services tax, and any other applicable taxes or levies in any jurisdiction where you operate or sell. Musivo does not provide tax advice. For Digital Products processed through Whop, Whop acts as Merchant of Record and handles applicable sales taxes in supported jurisdictions — however, you remain responsible for verifying your own tax obligations.

5.6.1 Sellers are solely responsible for determining and fulfilling all tax obligations arising from their use of the Platform, including any VAT, GST, or sales tax applicable to platform service fees under applicable reverse charge or self-assessment rules in their jurisdiction.

5.7 Fulfillment of Orders. As a Seller, you are solely responsible for fulfilling all orders placed through the Platform in a timely and professional manner, delivering Physical Products as described, providing access to Digital Products upon payment confirmation, and performing Services as agreed with Buyers. Failure to fulfill orders may result in account suspension or termination.

5.8 Consumer retail brands — Shopify verification required. Consumer brands listing shipped physical products must operate a Shopify retail store and complete Musivo's Shopify verification. The Seller submits a public store URL and a business email address on the same domain as that store (for example, sarah@sarahscandles.com for sarahscandles.com). Musivo confirms the URL hosts a Shopify storefront, verifies the email domain matches the store domain, and sends a one-time verification code to that business email. Receiving the code proves domain ownership and store control. The Seller's separate Galleria public contact email (for buyer support) does not need to match the verification email. Gallery & art space brands and app/software brands follow separate rules. Galleria does not sync product catalogs from Shopify.

5.9 Social Account Verification. Creators must verify ownership of at least one Tier-1 social account (Instagram, TikTok, or YouTube) through Musivo's verification process before appearing in public Discover. Creators who offer brand-facing UGC or social packages must also complete verification before publishing those listing types. Practitioners and artists may publish sessions, courses, and digital art without full social verification unless they list UGC or brand-package product types. Apps & brands and agencies may appear in Discover without social verification. Permitted one-off physical art listings require appropriate shipping settings where applicable. Musivo may display verification badges on Seller storefronts. Submitting false identity information, impersonating another person or brand, or attempting to circumvent verification constitutes a material breach of these Terms and may result in immediate account termination. Musivo does not guarantee that verification eliminates all fraud risk; Buyers remain responsible for their own due diligence.

5.10 Seller Refund and Return Policies. Each Seller must select a returns and refunds option in Settings !' Returns & refunds on the Platform (e.g. all sales final, 7-day, 14-day, or 30-day window), which is displayed publicly on the Seller's storefront and product pages. Sellers may add optional notes. Sellers are solely responsible for honouring their published policy where applicable. A Seller's "all sales final" or "no refunds" policy does not override a Buyer's statutory or mandatory consumer rights, including where a Physical Product is never delivered, materially not as described, or otherwise covered by applicable law. Musivo does not set Seller refund policies, does not guarantee Seller compliance, and does not issue product refunds except through discretionary platform action. Buyers must review the applicable Seller's published policy before purchasing and may report non-delivery to Musivo.

5.11 Payment and Payout Independence. Musivo provides marketplace software only. Musivo does not hold buyer funds in escrow, does not hold Seller sale balances, and is not a bank, money transmitter, or payment institution. All payment collection, balance holding, and bank payouts are performed by Whop under Whop's own terms. Sellers are solely responsible for completing Whop payout onboarding (including identity verification, tax, and bank details), maintaining their Whop Connected Payout Account in good standing, and understanding how to receive funds. Musivo is not responsible if a Seller fails to complete onboarding, misconfigures payout details, loses access to a payment account, or does not receive funds for any reason attributable to Whop, a bank, or the Seller's own actions or omissions.

5.12 Customer Support — Your Responsibility. You are solely responsible for all customer support relating to your Products and Services, including pre-sale enquiries, order status, shipping updates, delivery issues, Digital Product access, refunds, returns, and Brand Booking fulfilment. Musivo does not answer buyer emails or messages about your sales. Brand Sellers must provide a public contact email on their storefront so Buyers can reach them directly; all Sellers should respond to Buyer messages on the Platform within a reasonable time (typically two (2) business days). Your public contact email exists so Buyers can reach you — not Musivo — for order-related support.

6. PLATFORM FEE AND PAYMENTS

6.1 Platform Fee. Musivo charges a platform fee of ten percent (10%) of the product price (subtotal) of every Seller Transaction completed through the Platform ("Platform Fee"). The Platform Fee does not apply to shipping or delivery amounts charged separately from the product price. This fee is automatically deducted at the point of payment and is non-negotiable. By listing Products or Services on the Platform, you irrevocably agree to this fee structure.

6.2 Fee is Non-Refundable. The Platform Fee is non-refundable under any circumstances, including but not limited to buyer disputes, chargebacks, non-delivery of Products or Services, cancellations, or any other reason whatsoever. The Platform Fee compensates Musivo for providing the marketplace infrastructure and is earned upon facilitation of the transaction, not upon completion of delivery.

6.3 Payment Processing. Payments on the Platform are processed by Whop. When you open the Platform's Payments Hub or other Whop-powered payout/compliance flows, Musivo may create or link a Whop Connected Payout Account for that storefront under Musivo's Whop platform parent company. You authorise Musivo to create, configure, and manage Whop checkout plans on that Whop Connected Payout Account on your behalf. By selling on the Platform, you agree to Whop's terms of service and acknowledge that Whop's processing fees apply in addition to the Platform Fee.

6.4 Seller Payouts. Following deduction of the Platform Fee and applicable Whop processing fees, the remaining amount (typically approximately ninety percent (90%) of the gross sale before Whop processing fees) is credited to your Whop Connected Payout Account in accordance with Whop's payout schedule. You must complete Whop payout onboarding yourself — including bank account and tax details — for each Whop Connected Payout Account through the Platform's Payments Hub and Whop-powered payout/compliance flows before you can receive payouts. Musivo does not complete payout setup on your behalf and cannot pay you until Whop approves your onboarding. Payouts are sent from your Whop Connected Payout Account directly to the bank account you configure through those Whop-powered payout flows — not to your Whop User Account profile and not through Musivo. Musivo does not hold, control, or have access to withdraw your sale balances. Musivo collects only the Platform Fee at the point of each transaction via Whop's application fee mechanism. Musivo has no responsibility for delays in payouts caused by incomplete Whop onboarding, Whop, your bank, or any other third party.

6.5 Whop Connected Payout Account — visibility and access. When you use the Platform's Payments Hub, Musivo creates or links a Whop Connected Payout Account for your storefront under Musivo's Whop platform parent company. That account may appear in Whop-managed account views accessible to you and also appears to Musivo in its platform parent Whop account as a connected account for fee reporting and platform operations. Musivo may view connected-account and transaction metadata necessary to operate the Platform and collect the Platform Fee. Musivo does not receive your sale revenue into Musivo bank accounts, does not configure your payout bank details, and does not withdraw your Whop Connected Payout Account balance. Only you complete payout onboarding and withdrawal through Whop-powered payout flows for your business.

6.6 Currency. Sellers list Products in EUR, USD, or GBP (or such other currencies as Whop supports on the Platform from time to time). Buyers pay through Whop checkout on Galleria; tax is calculated by buyer country where applicable. Payout currency follows the Seller's country and Whop KYC — Whop handles currency conversion and exchange rates for payouts. Musivo bears no responsibility for exchange rates, conversion fees, or payout currency availability, which are determined by Whop and applicable law.

6.7 Taxes on Platform Fee. Musivo is responsible for its own tax obligations in connection with the Platform Fee it receives. Each Seller is responsible for their own tax obligations as set forth in Clause 5.6.

7. BRAND BOOKINGS — SPECIFIC TERMS

7.1 Nature of Brand Bookings. Brand Bookings are direct agreements between a Buyer (the booking party) and a Seller (the creator, influencer, photographer, or service provider being booked). Musivo facilitates the discovery and payment infrastructure only and is not a party to any Brand Booking agreement.

7.2 Booking Terms are Between Parties. The specific terms of any Brand Booking, including deliverables, timelines, usage rights, revision rounds, exclusivity, and any other conditions, are agreed solely between the Buyer and Seller. Musivo does not review, endorse, or enforce such terms.

7.3 Non-Delivery. If a Seller fails to deliver agreed Brand Booking Services, the dispute is strictly between the Buyer and the Seller. Musivo is not responsible for non-delivery and does not guarantee delivery of any Brand Booking Services. Musivo's Platform Fee is non-refundable regardless of whether Services are delivered.

7.4 Platform Action. Musivo may, in its sole discretion, investigate complaints regarding Brand Bookings and take platform action including warning, suspending, or removing Seller accounts where there is evidence of repeated non-delivery or fraudulent conduct. Such action is taken at Musivo's discretion as a platform management decision and does not constitute Musivo's assumption of liability for any transaction.

7.5 Internal Rating System. Buyers may submit internal ratings of Sellers following Brand Bookings. These ratings are used internally for platform quality monitoring and may be visible to other logged-in Buyers when evaluating Sellers. Ratings are not publicly visible and Musivo makes no representations regarding the accuracy or reliability of such ratings.

7.6 Brand Campaign Hires — Seller Contract Only. Campaign Hires are direct agreements between the brand Buyer and the creator Seller. Musivo provides brief publishing, application, payment facilitation, and workspace tools only. Musivo is not the employer, agent, or principal of any creator, is not the buyer of any deliverable, and is not responsible for creative output, usage rights, timelines, or campaign performance. All deliverable terms, licensing, and revisions must be agreed between the parties. Musivo's Platform Fee is non-refundable regardless of campaign outcome.

8. EVENTS AND TICKETING

8.1 Musivo Is Not the Event Organizer. Events listed on the Platform are created, hosted, and operated solely by the applicable Seller ("Event Organizer"). Musivo does not organize, produce, promote (except as a technology listing), staff, insure, or control Events. Musivo is not a party to any agreement between an Event Organizer and an attendee.

8.2 Tickets Are Sold by the Event Organizer. When you purchase an Event Ticket, you are buying from the Event Organizer, not from Musivo. Musivo provides registration infrastructure, confirmation codes, in-app passes, optional ticket downloads, and payment facilitation only. An Event Ticket is evidence of registration — not a guarantee by Musivo that the Event will occur, meet your expectations, or be safe.

8.3 Event Organizer Responsibilities. Each Event Organizer is solely responsible for: accurate Event descriptions (date, time, location, online access, capacity, and pricing); lawful operation of the Event; venue permissions and safety; age restrictions and licensing; attendee communication; honouring published refund or cancellation policies; check-in and admission decisions; and compliance with all applicable laws (including consumer protection, public assembly, accessibility, and data protection).

8.4 Free RSVPs. Free Event registrations do not create a payment record in Purchases. Attendees receive confirmation through My events and email. Musivo is not responsible for overbooking, waitlists, or admission disputes at free Events.

8.5 Paid Event Tickets — No Musivo Refunds. Refund requests for paid Event Tickets must be directed to the Event Organizer in accordance with that Seller's published policy and applicable law. Musivo does not issue Event Ticket refunds and its Platform Fee is non-refundable.

8.6 Cancellations, Postponements, and Force Majeure. If an Event is cancelled, postponed, or materially changed, resolution is strictly between the Event Organizer and attendees. Musivo may take platform action against Sellers who repeatedly fail to honour Events or refund policies but assumes no liability for Event changes or cancellations.

8.7 Assumption of Risk. Attendance at in-person or online Events is at your own risk. Musivo is not liable for injury, loss, theft, property damage, technical failures, inappropriate conduct by attendees or organizers, or any harm arising from participation in an Event.

8.8 Check-In and Admission. Confirmation codes, QR data, or ticket documents may be used for check-in. Admission decisions are made solely by the Event Organizer. Musivo does not guarantee entry if an Event is at capacity or if the Organizer refuses admission for lawful reasons stated in the Event listing.

9. COMMUNITIES AND MEMBERSHIP ACCESS

9.1 Seller-Operated Communities. Communities on the Platform are operated solely by the applicable Seller. Musivo provides hosting tools, access control, and payment integration only. Musivo does not moderate every post, endorse Community content, or guarantee Community availability.

9.2 Access and Entitlements. Community access may require payment, Seller approval, or both. Entitlements are granted by the Seller's listing configuration and Musivo's access systems. Musivo is not responsible if a Seller removes content, changes Community rules, closes a Community, or fails to moderate member behaviour.

9.3 Member Conduct. Community members must comply with these Terms, applicable Seller rules, and applicable law. Sellers are primarily responsible for moderating their Communities. Musivo may remove Communities or suspend accounts for policy violations.

9.4 No Musivo Refunds for Community Access. Refunds for paid Community or membership access follow the applicable Seller's published refund policy. Musivo's Platform Fee is non-refundable.

10. DISPUTES BETWEEN USERS

10.1 User Disputes. Any dispute, claim, or controversy arising between a Buyer and a Seller in connection with any transaction on the Platform is strictly a matter between those parties. Musivo is not obligated to intervene in, mediate, arbitrate, or resolve any such dispute.

10.2 Musivo's Discretionary Role. Musivo may, entirely at its own discretion and without any obligation to do so, provide a dispute reporting mechanism on the Platform. Any review Musivo undertakes of a reported dispute is provided as a courtesy and platform management measure only. Musivo's involvement in any dispute does not make Musivo a party to the underlying transaction or create any liability for Musivo.

10.3 No Liability for Disputes. Musivo shall not be liable to any party for any losses, damages, costs, or expenses of any nature arising from any dispute between a Buyer and a Seller, including but not limited to non-delivery of Products, delivery of incorrect or damaged Products, non-performance of Services, Event cancellations or changes, Community access disputes, Campaign Hire deliverable disputes, misrepresentation in listings, or any other matter relating to a transaction.

10.4 Chargebacks. If a Buyer initiates a chargeback through their payment provider in connection with a Platform transaction, the chargeback is between the Buyer, the Seller, and the payment processor. Musivo is not responsible for chargebacks and the Platform Fee previously collected by Musivo is not subject to chargeback or recovery. Sellers are responsible for responding to chargebacks in accordance with the applicable payment processor's procedures.

11. INTELLECTUAL PROPERTY

11.1 Musivo's Intellectual Property. The Platform, including its design, software, code, branding, trademarks, logos, and all Content created by Musivo, is the intellectual property of Musivo LLC and is protected by applicable intellectual property laws. You may not use, copy, reproduce, distribute, or create derivative works of Musivo's intellectual property without prior written consent.

11.2 Seller Content. By uploading or posting Content to the Platform, you grant Musivo a non-exclusive, worldwide, royalty-free, sublicensable license to use, reproduce, display, distribute, and adapt such Content for the purpose of operating, promoting, and improving the Platform. This license does not transfer ownership of your Content to Musivo.

11.3 Representation. You represent and warrant that you own or have the necessary rights to all Content you upload to the Platform and that such Content does not infringe any third party's intellectual property, privacy, or other rights.

11.4 Infringement Claims (DMCA / EU notice-and-takedown). If you believe that any Content on the Platform infringes your copyright, trademark, or other intellectual property rights, submit a written notice to legal@musivogalleria.com including: (a) identification of the copyrighted work or trademark; (b) identification of the allegedly infringing material and its exact URL(s) on the Platform; (c) your name, address, email, and phone (if available); (d) a statement that you have a good-faith belief the use is not authorized; (e) a statement that the information is accurate and, under penalty of perjury, that you are authorized to act for the rights holder; and (f) your physical or electronic signature. Musivo may remove or disable access to reported material and notify the Seller. Sellers may submit a counter-notice if they believe removal was mistaken. Full process: Trust & Safety policy.

12. PROHIBITED CONDUCT

You agree not to:

12.1 Use the Platform for any unlawful purpose or in violation of any applicable local, national, or international law or regulation;

12.2 Use the Platform to engage in any fraudulent, deceptive, or misleading conduct;

12.3 Attempt to circumvent the Platform Fee by conducting transactions off-platform with users you discovered through the Platform;

12.4 Impersonate any person or entity or misrepresent your affiliation with any person or entity;

12.5 Upload, post, or transmit any Content that is defamatory, obscene, offensive, or that violates the rights of any third party;

12.6 Interfere with or disrupt the integrity or performance of the Platform or the servers and networks connected to the Platform;

12.7 Attempt to gain unauthorized access to any portion of the Platform, any other user's account, or any systems or networks connected to the Platform;

12.8 Use automated tools, bots, scrapers, or other means to access or collect data from the Platform without Musivo's express written consent;

12.9 Use the Platform to send unsolicited communications (spam) to other users;

12.10 Engage in any conduct that could damage, disable, overburden, or impair the Platform.

13. LIMITATION OF LIABILITY

13.1 No Warranties. THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. MUSIVO DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

13.2 Exclusion of Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MUSIVO SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE PLATFORM, EVEN IF MUSIVO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.3 Cap on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MUSIVO'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL PLATFORM FEES RECEIVED BY MUSIVO FROM TRANSACTIONS ON YOUR ACCOUNT IN THE THREE (3) MONTHS PRECEDING THE CLAIM; OR (B) ONE HUNDRED UNITED STATES DOLLARS (USD \$100).

13.4 Essential Basis. YOU ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS CLAUSE REFLECT A REASONABLE ALLOCATION OF RISK AND ARE AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND MUSIVO. MUSIVO WOULD NOT PROVIDE THE PLATFORM WITHOUT THESE LIMITATIONS.

13.5 Jurisdiction Limitations. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above exclusions and limitations may not apply to you to the extent prohibited by applicable law.

13.6 Events, Communities, and Campaigns. Without limiting the foregoing, Musivo is not liable for any Event (including cancellation, postponement, injury, or failure to admit), Community content or access, or Campaign Hire deliverables. Those matters are solely between the relevant Seller and Buyer or member.

14. INDEMNIFICATION

14.1 You agree to defend, indemnify, and hold harmless Musivo LLC, its affiliates, officers, directors, employees, agents, licensors, and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to:

- (a) Your violation of these Terms;
- (b) Your use of the Platform;
- (c) Any Product or Service you list, sell, or deliver through the Platform;
- (d) Your violation of any third party's rights, including intellectual property rights;
- (e) Your violation of any applicable law or regulation;
- (f) Any dispute between you and another user of the Platform;
- (g) Any Content you upload, post, or transmit through the Platform;
- (h) Your misrepresentation of any information provided to Musivo;
- (i) Any Event you organize, any Event Ticket you sell or offer, or any attendee harm arising from an Event you host;

- (j) Any Community you operate or content posted in it;
 - (k) Any Brand Campaign or Campaign Hire you publish, accept, or deliver.
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15. THIRD-PARTY SERVICES

15.1 The Platform integrates with third-party services including Whop, Shopify (optional domain verification), and others. Your use of these third-party services is governed by their respective terms of service and privacy policies. Musivo is not responsible for the conduct, policies, availability, errors, or services of any third party.

15.2 Payment processor. Whop is the independent payment service provider for checkout and seller payouts on the Platform. Musivo does not guarantee that payments will succeed, that funds will be available, that payouts will arrive by any particular date, or that Whop will remain available. Any question about payment status, account balance, refunds processed through Whop, chargebacks, holds, or bank payouts must be resolved between you and Whop (and, for buyer–seller disputes, between Buyer and Seller). Musivo's role is limited to facilitating checkout integration and collecting the Platform Fee.

15.3 Links to third-party websites or services on the Platform do not constitute Musivo's endorsement of such websites or services. Musivo has no control over third-party websites or services and accepts no responsibility for their content, privacy practices, or availability.

16. ACCOUNT SUSPENSION AND TERMINATION

16.1 By Musivo. Musivo reserves the right to suspend or terminate your account and access to the Platform at any time, with or without notice, for any reason, including but not limited to violation of these Terms, fraudulent or illegal activity, chargebacks, repeated customer complaints, or conduct deemed harmful to the Platform or other users.

16.2 By You. You may close your Seller account at any time by contacting Musivo. Closing your account does not release you from obligations relating to transactions completed before closure.

16.3 Effect of Termination. Upon termination of your account: your right to access and use the Platform ceases immediately; Musivo may delete your account data in accordance with the Privacy Policy; pending transactions will be handled in accordance with the applicable payment processor's procedures; the Platform Fee on any completed transactions is non-refundable.

16.4 Survival. Clauses 4, 6.2, 8, 9, 10, 13, 14, 16, 17, 18, and 19 shall survive termination of these Terms.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of Qatar and, where applicable, the regulations of the Qatar Financial Centre, without regard to its conflict of law provisions.

17.2 Dispute Resolution. Any dispute, controversy, or claim arising out of or relating to these Terms or the Platform shall first be attempted to be resolved through good faith negotiation between the parties. If negotiation fails within thirty (30) days, either party may submit the dispute to the competent courts of the State of Qatar, or if applicable, to the Qatar Financial Centre Civil and Commercial Court.

17.3 Class Action Waiver. You agree that any claim or dispute shall be brought in your individual capacity only and not as a plaintiff or class member in any purported class, collective, or representative proceeding.

18. CHANGES TO TERMS

18.1 Musivo reserves the right to modify these Terms at any time. We will provide notice of material changes by posting the updated Terms on the Platform and updating the "Last Updated" date. Your continued use of the Platform after such changes constitutes your acceptance of the revised Terms.

18.2 If you do not agree to the revised Terms, you must stop using the Platform.

19. MISCELLANEOUS

19.1 Entire Agreement. These Terms, together with the Privacy Policy and Refund Policy, constitute the entire agreement between you and Musivo regarding the Platform and supersede all prior agreements.

19.2 Severability. If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

19.3 Waiver. Musivo's failure to enforce any provision of these Terms shall not constitute a waiver of that provision.

19.4 Assignment. You may not assign your rights or obligations under these Terms without Musivo's prior written consent. Musivo may assign its rights and obligations without restriction.

19.5 Force Majeure. Musivo shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control.

19.6 Language. These Terms are written in English. In the event of any inconsistency between an English version and a translated version, the English version shall prevail.

19.7 Contact. For questions regarding these Terms, contact us at: legal@musivogalleria.com | Musivo LLC, Doha, Qatar.
