

WAVE — TERMS AND CONDITIONS

Last updated: 27 May 2026

These Terms form a binding agreement between you and Wave Art & Music Australia ACN 668662299 ABN 29668662299 ("Wave", "we", "us", "our"). By accessing or using the Platform, you agree to these Terms. If you do not agree, do not use the Platform.

"Platform" means the Wave website, applications, services, and related features.

"Content" means anything you upload, post, stream, display, or otherwise make available through the Platform. "Artist" and "User" have the meanings given in clause 9.

1. OWNERSHIP OF CONTENT

You retain all copyright, moral rights, and other intellectual property rights in your Content. Uploading Content does not transfer ownership to us.

2. LICENCE TO OPERATE THE PLATFORM

By uploading Content, you grant us a worldwide, non-exclusive, royalty-free, sublicensable licence to host, store, reproduce, display, stream, transmit, resize, reformat, compress, index, promote, and otherwise use your Content for the purpose of operating, improving, marketing, and making the Platform available.

This licence allows us to display your Content in feeds, search results, previews, artist profiles, recommendations, social posts, emails, advertising and promotional materials for the Platform, and other parts of the Platform or its marketing channels.

The sublicense right is limited to our service providers (such as hosting, CDN, payment, analytics, and email providers) acting on our behalf, and to users of the Platform receiving Content through normal Platform features.

We will not sell your Content as standalone content, or licence your Content to third parties as standalone content, without your permission.

This licence continues for as long as your Content remains on the Platform. It ends a reasonable time after your Content is removed, except for:

- (a) cached, backup, or archival copies retained in the ordinary course of operating the Platform;
- (b) copies retained to comply with legal, accounting, tax, or regulatory obligations;
- (c) copies retained to handle disputes, claims, refunds, chargebacks, or moderation records;
- (d) Content already incorporated into existing third-party uses made in accordance with these Terms (for example, a playlist or embed); and

(e) anonymised or aggregated data derived from Content that does not identify you.

You may remove your Content from public display at any time using Platform features, subject to the above. Information about the content such as user posts and revenue will be stored.

3. PUBLIC UPLOAD RISK

The Platform is designed for public discovery. By uploading Content, you acknowledge that it may be viewed, streamed, shared, linked, embedded, screenshotted, recorded, downloaded, copied, imitated, scraped, or misused by users or third parties.

We do not authorise that conduct, and clause 17 prohibits it. However, to the maximum extent permitted by law, we are not liable for unauthorised copying, infringement, misuse, redistribution, or exploitation of your Content by users or third parties solely because the Content was made available through the Platform.

You are responsible for deciding what Content to make public and for enforcing your own intellectual property rights. Clause 6 sets out how to report infringement on the Platform.

4. YOUR WARRANTIES

By uploading Content, you warrant that:

(a) you own the Content or hold all rights, licences, permissions, releases, and approvals needed to upload, display, stream, and (where applicable) monetise it on the Platform;

(b) the Content does not infringe any copyright, moral rights, trade mark, privacy, publicity, cultural, contractual, or other rights of any person;

(c) the Content is not defamatory, misleading, deceptive, unlawful, abusive, threatening, hateful, sexually exploitative, or otherwise prohibited under clause 8;

(d) you have obtained all necessary permissions from collaborators, performers, models, photographers, producers, labels, venues, writers, visual artists, sample owners, and any other rights holders; and

(e) where Content includes music, samples, remixes, covers, DJ mixes, vocals, beats, stems, images, logos, artwork, or recordings owned by others, you hold the rights needed to upload, display, and (if applicable) monetise that Content on the Platform.

One musical work can involve several distinct rights — composition, lyrics, sound recording, performance, production, artwork, samples, and distribution. You are responsible for clearing all of them.

5. INDEMNITY

To the maximum extent permitted by law, you indemnify us and our directors, officers, employees, contractors, agents, and related entities against any loss, damage, liability, cost, expense, claim, demand, proceeding, or legal fee (including reasonable legal costs) arising from or connected with:

- (a) your Content;
- (b) your breach of these Terms;
- (c) your actual or alleged infringement of another person's rights;
- (d) your failure to obtain necessary rights, permissions, licences, consents, or releases;
- (e) any dispute between you and another artist, collaborator, label, promoter, venue, user, buyer, or third party; or
- (f) your unlawful, misleading, harmful, or abusive use of the Platform.

This indemnity does not apply to the extent the loss is caused by our fraud, wilful misconduct, negligence, or breach of a non-excludable legal obligation.

6. TAKEDOWN PROCESS

If you believe Content on the Platform infringes your rights, send us a takedown notice containing:

- (a) your name and contact details;
- (b) a description of the work you claim has been infringed;
- (c) the URL or location of the allegedly infringing Content;
- (d) a statement explaining why the use is unauthorised;
- (e) evidence that you own or control the relevant rights; and
- (f) a signed declaration that the information in your notice is accurate and that you are the rights holder or authorised to act on their behalf.

We may remove, restrict, disable, or investigate Content in our discretion. We may give the uploader an opportunity to respond and may reinstate Content if the uploader provides a credible counter-notice and evidence of rights.

We are not obliged to determine complex ownership disputes between artists, collaborators, labels, venues, promoters, or other parties. Where a dispute cannot reasonably be resolved through this process, we may remove or restrict the Content until the parties resolve the matter between themselves or through a court or tribunal.

Submitting a false, misleading, or bad-faith takedown notice is a breach of these Terms and may result in account action and liability for resulting loss.

7. NO ENFORCEMENT GUARANTEE

We may assist with takedown processes, but we do not guarantee that we can prevent, detect, remove, or stop unauthorised copying, scraping, recording, downloading, redistribution, or misuse of Content by third parties. Users are responsible for protecting and enforcing their own intellectual property rights.

8. PROHIBITED CONTENT

You must not upload Content that:

- (a) infringes another person's rights;
- (b) contains stolen art, stolen music, unauthorised samples, uncleared remixes, bootlegs, or copied designs;
- (c) impersonates another person, artist, label, venue, or organisation;
- (d) contains a person's private or personal information without their consent;
- (e) is defamatory, abusive, threatening, harassing, hateful, exploitative, or unlawful;
- (f) sexually depicts a minor, or sexualises a minor in any way;
- (g) contains illegal or restricted material, or material that breaches Australian classification laws;
- (h) promotes scams, spam, malware, manipulation, or fraudulent activity; or
- (i) falsely claims affiliation with a person, venue, label, event, or organisation.

9. ACCOUNTS AND ELIGIBILITY

You must be at least 18 years old to create an account or use the Platform. This age restriction applies because the Platform includes community forums, messaging, public posting, artist discovery, and other community features that are not suitable for minors.

You are responsible for the security of your account, including login details, passwords, linked email addresses, payment accounts, artist profiles, and connected third-party services. You are responsible for activity on your account.

You must not create fake, misleading, impersonating, spam, bot, duplicate, or deceptive accounts.

The Platform supports two account types:

Artist accounts may upload, post, publish, stream, display, promote, sell, or otherwise make Content available through the Platform, subject to these Terms.

User accounts may view, listen, discover, follow, support, comment, purchase, report, or otherwise interact with Content, but may not upload artist Content unless the account is approved as, or converted into, an Artist account.

We may refuse, suspend, restrict, verify, or remove any account where we reasonably believe it breaches these Terms, creates risk for the Platform, misleads users, infringes rights, or harms the community.

10. ARTIST PROFILES, NAMES, AND DISPUTES

Artist profiles, band names, label names, venue names, collective names, project names, and similar public profiles must only be claimed by people or entities with a genuine connection to that name or profile.

You must not claim, register, impersonate, squat on, misrepresent, or interfere with another artist, band, label, venue, promoter, collective, organisation, or project.

If there is a dispute over a profile or name, users should open a support ticket through the Platform. We may request evidence of identity, ownership, authorship, affiliation, authority, trade mark or business name registration, venue or label connection, or other relevant information.

We are not obliged to determine complex ownership, naming, authorship, collaboration, business, partnership, employment, label, band, or venue disputes. Where a dispute cannot reasonably be resolved, we may suspend, restrict, rename, hide, transfer, or remove a profile until the parties resolve the matter.

11. PAYMENTS AND ROYALTIES

The Platform may allow users to support artists through streams, views, purchases, tips, subscriptions, micro-payments, merch, tickets, paid features, or other payment mechanisms.

Wave does not charge artists a subscription fee, hosting fee, upload fee, or content fee simply to make Content available on the Platform.

Artist share. Where Content generates eligible revenue, the artist will receive at least 50% of the eligible revenue allocated to that Content, calculated as set out below.

Eligible revenue means revenue actually received and retained by Wave that is attributable to the relevant Content, after deduction of:

- (a) payment processor, transaction, and currency conversion fees;
- (b) refunds, chargebacks, and reversed payments;
- (c) taxes and other amounts we are required by law to withhold or remit;

(d) amounts adjusted for fraud, bot activity, fake engagement, or breach of these Terms; and

(e) other costs directly connected with processing or administering the payment.

The exact revenue allocation model — including how streams, views, tips, and other interactions are valued and attributed to Content — may vary by Content type, feature, payment provider, account status, and applicable law. We will publish the current model on the Platform and update it from time to time.

Payment provider. Payments may be processed through Stripe or another third-party provider. You may be required to comply with that provider's terms, verification, identity checks, payout rules, tax processes, and fraud controls. We are not responsible for the acts or omissions of payment providers, except to the extent required by law.

Payout threshold. We may set a minimum payout threshold, which will be published on the Platform. If your balance is below the threshold, payment may be delayed until the threshold is reached.

Tax. You are responsible for your own tax obligations, including income tax, reporting, invoices, receipts, ABN registration, business registration, and any other legal or accounting obligations connected with payments received through the Platform.

Withholding and adjustment. We may withhold, delay, reverse, reduce, suspend, recover, or block payments where we reasonably believe there is fraud, bot activity, fake engagement, payment manipulation, infringement, breach of these Terms, chargeback risk, legal risk, or a rights or ownership dispute.

12. HOW WAVE IS FUNDED

Wave is funded by retaining a share of eligible revenue generated through the Platform. This may include revenue from streams, views, micro-payments, tips, subscriptions, purchases, paid features, merch, tickets, and promotional tools.

Wave retains up to 50% of eligible revenue to fund the operation, development, maintenance, and growth of the Platform, including hosting, infrastructure, payment processing, administration, moderation, support, marketing, legal compliance, accounting, security, and fraud prevention.

Wave aims to pay artists a much higher share per eligible stream, view, or interaction than many comparable services, where commercially possible. We do not, however, guarantee any specific per-stream, per-view, or per-interaction rate, or that rates will be higher than any particular competitor. Any actual or comparative figures published in marketing materials are estimates only and are not contractual.

Royalty rates, payout structures, fees, and revenue sharing may change as the Platform develops. We will give reasonable notice of material adverse changes to artist payment

rates or revenue sharing before they take effect (for example, by email or in-app notice). Continued use of the Platform after the effective date will be taken as acceptance of the change.

13. REFUNDS, CHARGEBACKS, AND DISPUTED PAYMENTS

Payments may be refunded, reversed, charged back, cancelled, delayed, or disputed under payment provider rules, applicable consumer law, our refund policy, fraud checks, user complaints, or technical errors.

Where a payment connected to an artist is refunded, reversed, charged back, disputed, or found to be fraudulent, we may deduct or recover the corresponding amount from the artist's current or future earnings, or invoice the artist for that amount where future earnings are insufficient.

Nothing in this clause excludes any non-excludable right or remedy under the Australian Consumer Law or other applicable law.

14. MODERATION

We may, in our discretion, remove or restrict Content, hide profiles, suspend or terminate accounts, block or restrict payouts, investigate reports, request verification, remove comments, limit visibility, disable features, prevent uploads, or take any other action we reasonably consider necessary to protect the Platform, users, artists, third parties, or the community.

We may take moderation action where we reasonably believe there has been a breach of these Terms, unlawful conduct, infringement, harassment, spam, fake engagement, botting, payment manipulation, community harm, technical abuse, safety risk, fraud, or reputational risk to the Platform.

We will give notice and an opportunity to respond where reasonably practicable, but we are not required to give advance notice where urgent action is needed to prevent harm, infringement, fraud, legal exposure, or misuse.

15. NO GUARANTEE OF EXPOSURE OR EARNINGS

We do not guarantee any particular outcome from using the Platform. Artists are not guaranteed streams, views, sales, bookings, followers, exposure, recommendations, ranking, visibility, payouts, opportunities, audience growth, or income.

Feeds, search results, recommendations, rankings, playlists, discovery features, and visibility tools may change over time and may be affected by user behaviour, algorithms, moderation, location, account type, payment activity, technical factors, and Platform priorities.

16. MORAL RIGHTS CONSENT

To the extent permitted by the Copyright Act 1968 (Cth), you consent to us, our service providers, and other users of the Platform doing the following in relation to your Content, without attribution where impractical and without it constituting derogatory treatment:

- (a) reproducing, displaying, formatting, resizing, cropping, compressing, transcoding, previewing, thumbnailing, and arranging your Content as reasonably necessary to operate and promote the Platform;
- (b) displaying your Content alongside other Content, advertising, or Platform features; and
- (c) using extracts of your Content for previews, recommendations, and promotional materials for the Platform.

Nothing in these Terms removes any moral right that cannot be waived or consented to under Australian law.

17. AI, SCRAPING, AND AUTOMATED USE

You must not, and must not permit any third party to:

- (a) scrape, crawl, harvest, mass-download, archive, copy, or extract Content from the Platform;
- (b) use Content to train, fine-tune, evaluate, or build datasets for any machine learning or artificial intelligence model;
- (c) use bots, scripts, automated systems, AI tools, scraping tools, data-mining tools, downloaders, browser automation, or similar methods to access, copy, manipulate, rank, stream, view, like, follow, report, pay, or otherwise interact with the Platform; or
- (d) commercially exploit Content from the Platform,

without permission from the relevant rights holder and, where required, our written permission.

This clause does not restrict ordinary, manual, personal use of Platform features by human users in accordance with these Terms.

18. COMMUNITY STANDARDS

You must treat artists, listeners, venues, labels, collectives, moderators, staff, and other community members with reasonable respect.

You must not engage in harassment, hate, threats, intimidation, abuse, doxxing, stalking, bullying, spam, scams, fake engagement, botting, review manipulation, brigading, targeted pile-ons, bad-faith reporting, impersonation, or other conduct that harms the Platform or its community.

We may moderate, restrict, or remove behaviour we consider harmful to the Platform, even where the conduct occurs partly outside the Platform, if it directly affects users, artists, events, payments, safety, trust, or Platform operation.

19. PRIVACY

Our collection, use, storage, and disclosure of personal information is governed by our Privacy Policy, available on the Platform. By using the Platform, you agree to our Privacy Policy as updated from time to time.

20. TERMINATION AND ACCOUNT DELETION

You may stop using the Platform at any time and may request deletion of your account through the Platform or by contacting support.

If your account is deleted, suspended, or terminated, your Content may be removed from public display, subject to clause 2 (retention of cached copies, backups, legal obligations, dispute handling, accounting and payment records, moderation records, and existing third-party uses).

We may suspend, restrict, or terminate your account if we reasonably believe you have breached these Terms, infringed another person's rights, created legal risk, engaged in fraud, manipulated payments or engagement, harmed the community, misused the Platform, or failed to resolve a rights or profile dispute.

Where there is an unresolved dispute over Content, rights, payments, identity, profile ownership, or account control, we may restrict deletion, payout, transfer, display, or access until the dispute is reasonably resolved.

Clauses that by their nature should survive termination — including clauses 1, 2 (to the extent of permitted retention), 3, 4, 5, 7, 11 (in relation to amounts owing), 13, 16, 17, 21, 22, and 23 — survive termination.

21. CHANGES TO THESE TERMS

We may change these Terms from time to time. We will publish the updated Terms on the Platform and update the "Last updated" date.

For material adverse changes, we will give reasonable notice (for example, by email or in-app notice) before the change takes effect. Continued use of the Platform after the effective date will be taken as acceptance of the updated Terms. If you do not accept the change, you may stop using the Platform and close your account.

22. LIMITATION OF LIABILITY

To the maximum extent permitted by law, we are not liable for any indirect, incidental, special, consequential, exemplary, or punitive loss or damage, including loss of profits,

revenue, opportunity, goodwill, data, reputation, business interruption, or loss connected with unauthorised copying or misuse of Content by third parties.

To the maximum extent permitted by law, our total aggregate liability to you for all claims arising out of or connected with the Platform or these Terms is limited to the greater of:

(a) the amounts paid by us to you, or by you to us, in the 12 months before the claim arose; and

(b) AUD \$100.

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, remedy, liability, or obligation that cannot be excluded, restricted, or modified under the Australian Consumer Law or any other applicable law. Where our liability under such a non-excludable right can be limited, our liability is limited (at our option) to resupplying the relevant service or paying the cost of having it resupplied.

23. DISPUTE RESOLUTION AND GOVERNING LAW

These Terms are governed by the laws of Western Australia, Australia.

Before commencing legal proceedings, the parties must first attempt to resolve the dispute in good faith by written notice setting out reasonable details of the dispute and a proposed resolution. If the dispute is not resolved within 30 days of that notice, either party may refer the dispute to mediation administered by the Resolution Institute (or another mutually agreed mediator) before commencing court proceedings.

Nothing in this clause prevents a party from seeking urgent injunctive or interlocutory relief.

The courts of Western Australia and the courts competent to hear appeals from them have exclusive jurisdiction over disputes connected with these Terms or the Platform, subject to any non-excludable legal rights.

24. GENERAL

Entire agreement. These Terms, together with the Privacy Policy and any policies referenced on the Platform, form the entire agreement between you and us about the Platform.

Severability. If any part of these Terms is found to be unenforceable, the rest continues in effect, and the unenforceable part is to be read down to the minimum extent necessary to make it enforceable.

No waiver. A failure or delay by us to enforce a right is not a waiver of that right.

Assignment. You must not assign or transfer your rights under these Terms without our consent. We may assign or transfer our rights and obligations, including in connection with a sale, merger, or restructure of our business, on reasonable notice.

Notices. We may give notices through the Platform, by email to your account address, or by another reasonable method. You may give notices to us through the support contact published on the Platform.

No agency. These Terms do not create any partnership, agency, joint venture, or employment relationship.

Wave Support

Email: support@waveperth.au

Website: waveperth.au