

TERMS OF SERVICE

HeartPrayerMusic.com

Operated by HeartPrayerMusic LLC (Wyoming, USA)

Effective Date: 12FEB2026

1. Overview and Acceptance

Welcome to HeartPrayerMusic.com (the “Site”), operated by HeartPrayerMusic LLC, a Wyoming limited liability company (“HeartPrayerMusic,” “Company,” “we,” “us,” or “our”).

These Terms of Service (“Terms”) govern your access to and use of our website, services, custom music creations, digital downloads, accounts, and related offerings (collectively, the “Services”).

By accessing the Site, creating an account, placing an order, submitting content, or otherwise using the Services, you agree to be legally bound by these Terms and our Privacy Policy.

If you do not agree, you must not use the Services.

You acknowledge that:

- You are not relying on any representation not expressly contained in these Terms.
- Digital goods are delivered electronically and are not tangible products.
- Continued use of the Services constitutes acceptance of any updated Terms.

Acceptance of these Terms occurs through affirmative action, including checking an acceptance box at checkout, creating an account, or completing a purchase.

2. Eligibility and Account Security

2.1 Eligibility

You must be at least 18 years old (or the age of majority in your jurisdiction). You represent that you have full legal capacity and authority to enter into this agreement.

2.2 Account Responsibility

If you create an account:

- You are responsible for maintaining confidentiality of login credentials.
- You are responsible for all activity under your account.
- You must notify us immediately of unauthorized use.
- Accounts are personal and may not be transferred or shared without written consent.

We are not liable for losses arising from unauthorized account access.

3. Nature of Services

HeartPrayerMusic creates custom digital songs and musical works based on information you provide.

Because music is creative and subjective:

- Results may vary.
- Emotional reactions are personal and not guaranteed.
- We do not guarantee any specific style, genre accuracy, vocal characteristics, commercial success, or satisfaction level.
- Services are for creative and entertainment purposes only and do not constitute medical, legal, psychological, pastoral, or other professional advice.

We reserve the right to refuse any request that is unlawful, infringing, inappropriate, or inconsistent with our brand values.

3.1 Faith-Based Values and Content Guidelines

HeartPrayerMusic is a faith-based creative service rooted in Christian beliefs. As such, we reserve the right, in our sole discretion, to refuse, modify, or discontinue any request that would require us to create, endorse, or promote content that conflicts with our sincerely held religious beliefs, moral convictions, or spiritual mission.

This includes, without limitation, requests that promote or endorse themes, messages, or language that we determine to be inconsistent with Christian doctrine, biblical values, or the intended spiritual purpose of our Services.

Decisions under this section are based on the requested content and expressive message, not on the identity, status, or personal characteristics of any individual.

If a request is declined for these reasons before production has begun, we may, at our discretion, issue a refund. Once production has begun, standard cancellation and refund terms apply.

We do not guarantee that any work will:

- Be accepted by streaming platforms
 - Be monetized
 - Avoid content identification claims
 - Remain available on third-party platforms
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4. Orders, Production, and Refund Policy

An order constitutes an offer to purchase. Acceptance occurs only after payment is successfully processed.

4.1 Cancellation

- Cancellation requests must be submitted within 24 hours of order confirmation.
- An administrative cancellation fee may apply.
- Once production has begun, orders are non-cancellable.

4.2 Digital Goods – All Sales Final

Because the Services consist of custom digital goods delivered electronically, they are non-returnable and non-refundable once delivery is made, except where required by law.

We reserve the right to refuse or cancel orders for suspected fraud, abuse, or violation of these Terms.

5. Payment and Chargebacks

All prices are listed in U.S. Dollars unless otherwise stated.

You represent and warrant that:

- You are authorized to use the payment method provided.
- Billing information is accurate.

If you initiate a chargeback without first contacting us:

- We reserve the right to dispute the chargeback.
- We may submit proof of delivery and these Terms to the processor.

- We may suspend or permanently block future purchases.
- You remain responsible for reversed amounts, fees, and related costs to the extent permitted by law.

Fraudulent or bad-faith chargebacks may constitute breach of contract and, where applicable, fraud.

6. Delivery and Risk of Loss

Digital products are delivered electronically via download link, email, or secure portal.

Delivery is deemed complete when access is made available, regardless of whether:

- The email is opened,
- The file is downloaded,
- The message is filtered,
- Your device is compatible.

Digital goods are deemed delivered upon electronic transmission. No physical shipment is required. Proof of delivery includes system logs, timestamps, download availability records, and transmission confirmations.

You are responsible for:

- Providing accurate contact information,
- Downloading files promptly,
- Maintaining backup copies.

We do not guarantee indefinite hosting or re-delivery.

Risk of loss transfers upon delivery.

7. Intellectual Property

7.1 Company Ownership

All songs, lyrics, compositions, instrumentals, recordings, arrangements, and related materials created by HeartPrayerMusic are and remain the exclusive intellectual property of HeartPrayerMusic LLC.

No ownership rights are transferred to you under any circumstances unless explicitly stated in a separate written agreement signed by both parties.

We retain all copyrights and, to the extent permitted by law, all moral rights.

We may:

- Reproduce
- License
- Monetize
- Register copyrights
- Use Content ID systems
- Modify
- Distribute
- Use for marketing or portfolio purposes

without limitation.

7.2 License Granted to You

Upon full payment, you receive a limited, non-exclusive, non-transferable, revocable license for personal, non-commercial use only.

You may:

- Listen privately
- Share with friends and family
- Post on personal, non-monetized social media accounts

You may NOT:

- Sell or sublicense
- Upload to monetized platforms
- Register the work under your name
- Claim authorship
- Credit another creator
- Create commercial derivatives
- Submit to Content ID systems

Commercial rights require a separate signed agreement.

Unauthorized commercial use constitutes copyright infringement.

8. User Submissions and Feedback

8.1 Submissions

You represent that submitted materials:

- Do not infringe third-party rights
- Do not violate law
- Are lawfully owned or licensed by you

You grant us a limited license to use submissions solely for service fulfillment and promotion.

You agree to indemnify us for claims arising from your submissions.

8.2 Feedback

If you provide suggestions, ideas, or feedback (“Feedback”), you grant us a perpetual, irrevocable, worldwide, royalty-free license to use and commercialize such Feedback without compensation.

9. Third-Party Tools and Links

Our Site may integrate third-party services (e.g., payment processors, hosting providers, social media tools).

We do not control and are not responsible for third-party services. Use of such services is at your own risk and subject to their terms.

10. Prohibited Conduct

You may not:

- Engage in fraud
- Reverse engineer our processes
- Copy or scrape content

- Upload malicious code
- Misrepresent authorship
- Register our works with Content ID systems

Violations may result in immediate termination.

11. Termination

We may suspend or terminate access at any time.

The following sections survive termination:

Intellectual Property, Feedback, Disclaimer, Limitation of Liability, Indemnification, Arbitration, Governing Law, and any accrued rights or obligations.

12. Copyright Complaints (DMCA)

If you believe content infringes your copyright, submit written notice including:

- Identification of the copyrighted work
- Identification of the allegedly infringing material
- Contact information
- Statement under penalty of perjury
- Physical or electronic signature

Send notices to: contact@heartprayermusic.com

We reserve the right to remove allegedly infringing content.

13. Disclaimer of Warranties

Services are provided “as is” and “as available.”

To the fullest extent permitted by law, we disclaim all warranties, including:

- Merchantability
- Fitness for a particular purpose
- Non-infringement
- Error-free or uninterrupted operation

14. Limitation of Liability

To the maximum extent permitted by law:

We are not liable for indirect, incidental, consequential, punitive, or special damages, including lost profits, data loss, emotional dissatisfaction, reputational harm, or platform disputes.

Total aggregate liability shall not exceed the amount paid for the transaction giving rise to the claim.

This limitation applies regardless of legal theory.

15. Indemnification

You agree to defend, indemnify, and hold harmless HeartPrayerMusic LLC from claims arising from:

- Misuse of Services
 - Unauthorized commercial use
 - Chargebacks
 - Violation of law
 - Infringement of third-party rights
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16. Time Limitation for Claims

Any claim must be filed within one (1) year after it arises or it is permanently barred.

17. Force Majeure

We are not liable for delays or failures due to events beyond our reasonable control.

18. Governing Law and Binding Arbitration

These Terms are governed by the laws of Wyoming, USA.

The Federal Arbitration Act governs interpretation and enforcement of this arbitration provision.

All disputes shall be resolved by binding individual arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules.

The arbitrator has exclusive authority to determine arbitrability.

You waive:

- Jury trial
- Class actions
- Collective actions
- Representative actions

If the class action waiver is found unenforceable, this arbitration provision is void.

Either party may bring claims in small claims court where permitted.

19. Assignment

We may assign or transfer our rights and obligations without restriction.

You may not assign your rights without prior written consent.

20. Entire Agreement

These Terms constitute the entire agreement between you and HeartPrayerMusic LLC and supersede all prior communications or agreements.

21. Electronic Communications

You consent to receive communications electronically, including notices and agreements. Electronic communications satisfy legal writing requirements.

22. Severability

If any provision is unenforceable, the remaining provisions remain in full force.

23. Changes to Terms

We may update these Terms at any time. Continued use constitutes acceptance.

24. Contact

HeartPrayerMusic LLC

Wyoming, USA

contact@heartprayermusic.com