**Our Terms, Policies and Conditions**

Welcome to GospelEmpire Terms and Conditions (GospelEmpire **as:** **“we”** **“our”**, or **“us”**).

These Terms of Use, together with our Privacy Policy and any other terms specifically referred to in any of these documents, constitute a legally binding agreement (as **“Agreement”**) between you and GospelEmpire in relation to your use of the website, its content and services (together, the **“Platform”**).

Here we outline how you interact with our Platform and the music, poetry, adverts, documents, and any other items (together, **“Product/s” or “Content”**) available on the Platform.

**Privacy Policy**

It is GospelEmpire’s policy to respect the privacy of our users. We provide this Privacy Policy to inform you of our policies and procedures regarding the collection, use and disclosure of the personal information we receive when you visit and use our website i.e. [www.gospelempire.com](http://www.gospelempire.com)

This Privacy Policy only applies to the information that you provide to us through the site, and when you access, download, use any information, services, Products or Content appearing on the Site. This Privacy Policy may be updated from time to time. We will notify you of any changes by posting the new Privacy Policy on the Site. Be sure to consult this Privacy Policy regularly for any changes. The date of last modification is stated below, at the end of these Privacy Policies.

Except as otherwise provided in this Privacy Policy, we will not disclose to any of our user’s name or contact information or Personal Information (defined below). GospelEmpire will also not edit, or disclose our user’s information unless required to do so in this Privacy Policy or by law or in the good faith belief that such action is necessary to:

1. Cooperate with law enforcement authorities or comply with legal process served to GospelEmpire.

2. To protect the property and rights of GospelEmpire or a third party or to protect the safety of the public or any person.

4. To prevent or stop any activity we may consider to be, or to pose a risk of being, illegal, unethical, inappropriate or legally actionable.

5. Fix or debug problems with the GospelEmpire servers or service.

Please note that this Privacy Policy only applies to the website, its Content or products and the services (together, the “**Platform**”). When using the Platform, you may find links to other websites, apps and services, or tools that enable you to share information with other websites, apps and services. GospelEmpire is not responsible for the privacy practices and policies of these other websites, apps and services and we recommend that you review the Privacy Policies of each of these websites, apps or services before connecting your GospelEmpire account or sharing any personal data with them.

**If you do not agree to any of the provisions of this Privacy Policy, you should not use our website or any of our services**. If you have any questions or concerns, you can contact us via email at [gospelempire@gmail.com](mailto:gospelempire@gmail.com).

### Information from Users

It is not necessary for you to provide us with any personal data in order to visit the website. However, certain services do require that you register (as: “Sign up” or “signed up”) a GospelEmpire account and, by doing so, you will provide us with such information:

* Necessary information: When you register a GospelEmpire account, you will need to provide your email address, a user name (which may be your real name or a pseudonym), your date, month and year of birth, the country in which you live, your gender and a secure password.
* Survey information: If you participate in any survey, you will provide certain personal data as part of your response, unless you respond anonymously.
* correspondence Information: You will provide certain personal data if you contact us by email, use any of the forms on the website or any other online and offline means.

### Information Collected Automatically

There is certain information that we collect automatically as the result of your use of the Platform. This information includes but is not limited to:

* The specific actions that you take on the Platform, including the pages that you visit, streaming, downloading or offline listening to tracks, following or unfollowing artist/s, viewing an artists’ profile.
* Any search terms that you may enter on the website.
* The Internet Protocol (IP) address of the device from which you access the Platform (this can sometimes be used to derive the country or city from which you are accessing the Platform).
* The site that you visited immediately prior to visiting the website.
* The time, frequency and duration of your visits to the Platform.
* Your browser type and operating system.
* Information collected through cookies and similar technology.
* Information regarding your interaction with email messages, for example, whether you opened, clicked on, or forwarded the email message.
* The nature of the device from which you are accessing the Platform, for example, whether you are accessing the Platform from a personal computer or from a mobile device and its device ID.

## How Information is Used

We use the information that we collect about you for the following purposes:

* To maintain, and improve the functionality of your GospelEmpire account, and to provide you with access to the website and any services that you may request from time to time. Your email address and password are used to identify you when you sign into the Platform. Your device IDs are used to ensure that you are in control of the devices that have access to your Subscription.
* To respond to you about any comment or enquiry you have submitted.
* We use your date, month and year of birth to carry out our own survey of which age groups use our Platform.
* To seek your participation in surveys, and to conduct and analyze the results of those surveys if you choose to participate.
* To provide you with technical support.
* To provide our visitor and/or user with data regarding other people download and streaming behavior.
* To prevent or take action against activities that are, or may be, in breach of our Terms and Conditions or the Law of Zambia.
* Your email address will be used to send you service updates and notifications regarding your account, and (if you have approved to receive them in your account settings) new Product releases, marketing messages and other relevant email notifications. For information about how to change your email notification settings, and to unsubscribe from new Product releases, marketing messages and other relevant email notifications, please see the Control section.

## Sharing User Information

**We will not share your information with any third party, except as described in this Privacy Policy.** There are instances where we may need to share some of the information we collect about you or which you provide to us. These instances are as follows:

* User’s consent: We will disclose your information if you have explicitly agreed that we may do so.
* Connecting to other networks and apps: If you choose to connect your GospelEmpire account to other apps or social networks such as Facebook or Twitter, you will be sharing certain information with these apps or networks. In the case of Facebook, or Twitter, any Platform Content that you allow to share will be shared to those networks and will be visible to your followers and friends on those networks. This will mean sharing your public information, GospelEmpire is not responsible for these other apps or networks, so please make sure you only connect your account with apps or services that you trust.
* If required by law: We will disclose your information if we believe in good faith that we are permitted or required to do so by law, including in response to a court order, subpoena or other legal demand or request.
* Protecting our interests: We may disclose your information if we feel this is necessary in order to protect or defend our legitimate rights and interests, or those of our users, employees, directors or shareholders, and/or to ensure the safety and security of our Platform.
* Business related affairs: We may transfer your information to any person or company that acquires all of the assets or business of GospelEmpire, or on a merger of our business, or in the event of our insolvency.

## Cookies

In common with most websites, we use cookies and other standard Internet technologies to help us improve the website and the services we provide.

**If you choose to use the Platform without blocking or disabling these cookies or opting out of other technologies**, **you will indicate your consent to our use of these technologies and to our use (in accordance with this Privacy Policy) of any personal data that we collect using these technologies.**

## Control

We have provided our users as much control as we can regarding the amount of information they provide to us, and the control they have over that information.

It is not necessary for you to provide us with any personal data in order to visit the website, although certain information will be collected automatically by virtue of your visit (as described above). However, if you do decide to register a GospelEmpire account, you can control your information in the following ways.

### Email Notification Settings (control)

When you are signed into your account, you can access your settings by clicking on your name at the top right of the screen, and clicking email notification settings.

From there you can choose to enable or disable:

* which email notifications (if any) you would like to receive from us; and
* which artists’ new release notifications (if any) you would like to receive from us.

You can also turn off (all) email notifications from the email notification settings. This will immediately disable all email notifications, other than essential account notifications such as important service updates, reports of copyright infringement and other essential information relating to your account and your use of the Platform.

It is also possible to unsubscribe from email notifications (other than essential account notifications) at any time by clicking on the link at the end of each email.

**Change Personal Information** (control)

As a signed up and signed in user, you can change your personal account information at your own discretion. You may change but not delete your username, email address, password, gender, year of birth and country of residence. This data together with any other we may need later on is necessary for us to maintain and uniquely identify your account. The only way to delete these pieces of data is by deleting your account entirely. If you do not feel like sharing any of this stated information together with any other information we may need at a time, then please feel free Not to register an account with GospelEmpire. When signed into your account, you can access your personal settings by clicking on your name at the top right of the screen, and then clicking on Edit Profile. Follow the laid out simple instructions thereafter.

### Delete Account (control)

You can delete your account from the Account settings page on the website at any time. When you are signed into your account, you can access ‘Account Deletion’ settings by clicking on your name at the top right of the screen, and then clicking on Delete Account. Follow the laid out simple instructions thereafter.

Please bear in mind that, if you delete your account, all data associated with your account, including the personal details you provided to us will be deleted.

Please also note that deleting your GospelEmpire account does not result in the removal of your Products on our website. But this action will however limit you from uploading and publishing any more of your Products with us. For you to enjoy uploading privileges and any other signed up privileges, you will be required to be a signed up user on our Platform.

## Any Questions?

If you have questions about our Privacy Policy, want to suggest changes to this Privacy Policy or want to know what information we store about you, please contact us by email at [gospelempire@gmail.com](mailto:gospelempire@gmail.com)

## Privacy Policy Changes and Updates

We may update this Privacy Policy from time to time, and when we do so, we will also revise the policy update date set out below. Any changes to our Privacy Policy will always be available here so that GospelEmpire users are always aware of what information we gather, and how we might use and share that information. Please be sure to check back here from time to time to ensure that you are aware of any changes to this Privacy Policy.

Privacy Policy **Last Amended:** 29 March 2016.

**Terms of Use**

When you sign up to use the Platform, you will provide us with your email address for your account. You must ensure that the email address that you provide is, and remains, valid. Your email address and any other information you chose to provide about yourself will be treated in accordance with our Privacy Policy .

Please note that you are solely responsible for maintaining the confidentiality and security of your username, email, password any other personal information, and you will remain responsible for all use of this information, and all activity emanating from your account, whether or not such activity was authorized by you.

If your username or password is lost or stolen, or if you believe that your account has been accessed by unauthorized third parties, you are advised to notify GospelEmpire via email: [gospelempire@gmail.com](mailto:gospelempire@gmail.com), and should change your password as earliest as possible.

We may, from time to time, release new tools and resources on the website or introduce/reintroduce other services and/or features for the Platform. Any new services and features will be subject to these Terms of Use and Privacy Policies as well as any additional Terms of Use and Privacy Policies that we may release for those specific services or features.

GospelEmpire grants you a personal, limited and non-exclusive right and license to use the Platform in order to view Content, stream, download from and upload to the website.

We reserve the right to reassign, not allow, or remove certain usernames in appropriate circumstances, as dimmed by us in our sole discretion, and may, with or without prior notice, suspend or terminate your account if activities occur on that account which, in our sole discretion, would or might constitute a violation of these Terms of Use, or an infringement or violation of the rights of any third party, or of any applicable laws or regulations.

You are not obliged to register to use the Platform. However, access to certain services is only available to signed up users.

You will have no obligation to continue using the Platform following any such changes in the Terms of Use, Privacy Policy or any other terms and conditions currently existing or are later be updated on the platform. But if you do not terminate your account as described in the Delete Account section, during a four (4) week period after such changes are posted on the Platform, your continued use of the Platform after the end of that four (4) week period will constitute your acceptance of the revised Terms of Use and/or Privacy Policy and/or any other present terms and conditions.

We reserve the right to change, alter, replace or otherwise modify these Terms of Use and as well, any other terms and policies outlined on this Platform at any time. The date of last modification is stated at the end of these Terms of Use. It is your responsibility to check this page from time to time for updates.

In addition, if you register (sign up) to use the Platform, and subject to your strict compliance with these Terms of Use, Privacy Policy and any other present terms and conditions at any and all times during your use of the Platform, GospelEmpire grants you a personal, limited and non-exclusive right and license to:

 1. Submit your Product and keep such Product/s available on the Platform strictly as permitted in accordance with these Terms of Use, Privacy Policy, Terms of submission and any other applicable terms posted on the website from time to time.

2. Use services provided as part of the Platform strictly as permitted in accordance with these Terms of Use, Privacy Policy, Terms of submission and any other applicable terms posted on the website from time to time.

3. Not copy, rip or capture, or attempt to copy, rip or capture, any audio Content from the Platform or any part of the Platform, other than by means of download, streaming or store for offline listening. Please note that you need to be a registered (signed up and signed in) user in order to download any Content made available on our Platform.

4. Not copy, republish, display, transfer, share, make available or communicate to the public, distribute or otherwise use or exploit any Content on or from the Platform at any and all times, except as permitted under these Terms of Use.

5. Not use any Content in any way that is designed to create a separate Content service or that replicates any part of the Platform offering. (Content meaning our website files, data and services).

6. Not employ any techniques or make use of any services, automated or otherwise, designed to misrepresent the popularity of any Content on the Platform, or to misrepresent your activity on the Platform, including without limitation by the use of bots, botnets, scripts, apps, plugins, extensions or other automated means to register accounts, log in, add followers to your account, play Content, follow or unfollow other users, send messages, or otherwise to act on your behalf, particularly where such activity occurs in a multiple or repetitive fashion. You must not offer or promote the availability of any such techniques or services to any other users of the Platform.

7.  Not alter or remove, or attempt to alter or remove, any trademark, copyright or other proprietary or legal notices contained in, or appearing on, the Platform or any Content appearing on the Platform.

8. Not permit any third party to, copy the object code of the website or services, or reverse engineer, reverse assemble, decompile, modify any source or object code of any part of the Platform, or circumvent or attempt to circumvent or copy any copy protection mechanism or territorial restrictions or access any rights management information pertaining to Content found or pertaining to the Platform.

9. Not use the Platform to upload, post, store, transmit, display, copy, distribute, promote, make available, continue to make available or otherwise communicate to the public:

* any Content that is abusive, libelous, defamatory, pornographic or obscene, that promotes or incites violence, terrorism, illegal acts, or hatred on the grounds of race, ethnicity, cultural identity, religious belief, disability, gender, identity or sexual orientation, or is otherwise objectionable in GospelEmpire’s reasonable discretion.
* any information, Content or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information or any other right.
* any Content that violates, breaches or is contrary to any law, rule, regulation, court order or is otherwise illegal or unlawful in GospelEmpire’s reasonable opinion.
* any material of any kind that contains any virus, Trojan horse, spyware, malware, bot, time bomb, worm, or other harmful or malicious component, which or might overburden, impair or disrupt the Platform or servers or networks forming part of, or connected to, the Platform, or which does or might restrict any other user's use and enjoyment of the Platform.
* any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.

10. You must not deliberately impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity, for example, by registering an account in the name of another person or company, or sending messages using the name of another person.

11. You must not use or attempt to use another person's account, password, or other information, unless you have explicit permission from that other person.

NOTE: You agree to comply with the above conditions at any and all times during your use of the Platform, and acknowledge and agree that GospelEmpire has the right, in its sole discretion, to terminate your account or take such other action as we see fit if you breach any of the above conditions or any of the other Terms of Use. This may include taking court action and/or reporting offending users to the relevant authorities.

Terms of Use **Last Amended:** 29 March 2016.

## Changes to the Platform

GospelEmpire reserves the right at any time and for any reason to suspend, discontinue, terminate or cease providing access to the Platform or any part thereof, temporarily or permanently. In the case of any temporary or permanent suspension, discontinuation, termination or cessation of access, GospelEmpire shall use its reasonable endeavors to (even though not mandated to do so) notify registered users of such decision in advance.

You hereby agree that GospelEmpire and its subsidiaries, affiliates, successors, employees, agents, directors, officers and shareholders shall not be liable to you or to any third party for any changes or modifications to the website and/or any services that GospelEmpire may wish to make from time to time, or for any decision to suspend, discontinue or terminate the website, the services or any part or parts thereof, or your possibility to use or access the Platform from various and/or different geographical locations.

## Third Party Websites and Services

The Platform may provide you with access to third party websites, databases, networks, servers, information, software, programs, systems, directories, applications, Products or services, including without limitation, linked services (together as **“External services”**).

GospelEmpire does not have or maintain any control over External services, and is not and cannot be responsible for their Content, operation or use. By linking or otherwise providing access to any External services, GospelEmpire does not give any representation, warranty or endorsement, accuracy, recommendation, quality or authenticity of Content, information or services provided by such External services.

External services may have their own Terms of Use and/or Privacy Policy, and may have different practices and requirements to those operated by GospelEmpire. You are solely responsible for reviewing any Terms of Use, Privacy Policy or other terms governing your use of these External services, which you use at your own risk. You are advised to make reasonable enquiries and investigations before entering into any transaction with any External services.

You are solely responsible for taking the precautions necessary to protect yourself from fraud when using External services, and to protect your computer systems from viruses, worms, Trojan horses, and other harmful or destructive Content and material that may be included on or may emanate from any External services.

GospelEmpire disclaims any and all responsibility or liability for any harm resulting from your use of External services, and you hereby irrevocably waive any claim against GospelEmpire with respect to the Content or operation of any External services.

**Feedback**

We may, from time to time, invite or provide you with means to provide feedback regarding the Platform, and in such circumstances, any feedback you provide will be deemed non-confidential and GospelEmpire shall have the right, but not the obligation, to use such feedback on an unrestricted basis.

## Copyright Infringement Reports

If you discover any Content on the Platform that you believe infringes your copyright, please report this to us by email at [gospelempire@gmail.com](mailto:gospelempire@gmail.com)

If you would prefer to send us your own written notification of such reports, please make sure that you include the following information:

* a statement that you have identified Content on GospelEmpire that infringes your copyright or the copyright of a third party on whose behalf you are entitled to act.
* a statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law.
* a statement by you that the information in your notice is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.
* a description of the copyright work(s) that you claim have been infringed.
* a description of the Content that you claim is infringing and the GospelEmpire URL(s) where such Content can be located.
* your full name, address and phone number, a valid email address on which you can be contacted, and your GospelEmpire user name if you have one.

**Terms of Submission**

Please note that before submitting any Product to us for publication on our Platform, you’d have already obtained any and all necessary consents, permissions and/or releases from any and all persons appearing in Your Product.

Make sure that your Product’s Content does not and will not infringe or violate the rights of any third party, including, without limitation, any intellectual property rights, performers’ rights, rights of privacy or publicity, or rights in confidential information.

At your unquestioned request, we can and/or remove your Content from our website (Platform) and. A copy of your Content will however be kept in our servers for a period of 1 (one) month in which within that period you can request your Product to be uploaded back onto our Platform. Please note however, that after the end of the 1 (one) month period your Product will be subject to deletion from our servers at the discretion of GospelEmpire. Please note that it is not mandatory for us to keep your Product or copies of your Product on our servers for this stated period of 1 (one) month prior to your request of removal from our Platform. Your Product will not be republished on our Platform nor will it be distributed to any third party off our Platform without your consent prior to your request of removal from our Platform. These restrictions however do not overshadow to the law of the country of our current residence, currently being Zambia. If your Product is legally requested by any authorized government personnel and/or authorities, it will be handed over to them.

Our Terms and Conditions are what govern our Platform, but our Platform is subject to the law of the land.

For full and complete details on our Terms of Submission policies please click here.