

Glomz Creator Agreement

Version: 1.0.6 · **Effective Date:** October 27, 2026

Parties: Cyborama LLC, which operates Glomz at glomz.com ("Cyborama," "we," "us"), and the person or entity submitting content ("you," "Creator").

Part 1. One-Screen Summary

This summary is for your convenience. The full terms in Part 2 control if anything differs.

- **You Keep 100% Ownership:** You retain all rights, title, and ownership in your submission. You give Cyborama a non-exclusive license strictly to stream and aggregate your file. You can still use your work anywhere else.
- **Exposure-Based Platform:** We host your .mp4 file on the Glomz platform to let users view, listen to, rate, and review your work. We may stream the .mp4 file on the aggregated Glomz YouTube channel, the 24/7 Glomz YouTube Live stream, and our web player.
- **Promotional Bumpers & Filler:** If your video is highly rated, we may cut short, unedited clips (15 seconds maximum) from your video to use strictly as programming bumpers or channel filler during our live streams. We will always display your act name alongside your content.
- **No Other Derivative Uses:** Beyond automated technical transcoding and the short promotional bumpers described above, we will not remix, edit, sample, or create derivative works from your submission.
- **You Can Revoke and Leave:** You can request the removal of your materials at any time. We will delete your master .mp4 file from active servers and pull it from active stream rotations and bumper cycles within a target window of 72 hours. Past automated YouTube live stream archives cannot be retroactively edited.
- **Strict "Unlicensed" Attestation:** You promise the music is completely clear of Performing Rights Organizations (PROs) like ASCAP, BMI, SESAC, GMR, or the MLC globally, and has not been assigned to a PRO publisher. If that status changes, you must notify us and request removal within 2 business days. If a PRO complains, we pull the video the same day.
- **Already Distributed:** Each Submission must already be released through a music distributor (for example DistroKid, TuneCore, or CD Baby) with at least one live public store or streaming link. Undistributed uploads are not accepted.
- **Phase 0 is Unpaid:** This aggregation service functions purely for creator exposure and rating collection. It is entirely royalty-free: Glomz does not pay you for plays or ratings. No revenue-share is active unless a separate written addendum is executed.
- **Submission Fee:** Your first Submission per creator account is free. Each additional Submission costs a one-time \$5 USD fee for hosting and the Glomz service, paid before it enters the review queue. It is not a subscription, a per-play fee, or a charge to watch YouTube. Paying does not guarantee approval. If a paid Submission is rejected before publication, Cyborama may refund the fee at its discretion; refunds are not automatic. Fees are not refunded after publication.
- **SFW Only — Adult Ban:** Glomz does not allow nudity or 18+ material. Posting either results in an immediate ban and removal of your content.

- **Your Liability:** If you break your rights promises, we will ban your account and remove your videos. You agree to cover third-party legal claims and costs resulting from any rights defects in your submission.

Part 2. Full Terms

1. Scope of Agreement and Definitions

- **1.1** This agreement is between you and Cyborama LLC, an Alabama limited liability company.
- **1.2** "Glomz" means the Glomz brand, website, application, aggregated YouTube channel, 24/7 YouTube Live stream, rating player, and associated digital promotional streams operated by Cyborama.
- **1.3** "Submission" means the specific .mp4 video file, audio embedded therein, act name, artwork, thumbnail, and associated metadata you upload to Glomz.

2. Eligibility & Authority

- **2.1** You must be at least 18 years old and possess the legal capacity to enter into this agreement.
- **2.2** If you accept this agreement on behalf of a band, group, collective, or company, you warrant that you have explicit authority to bind them, and "you" refers to that entire entity.

3. Ownership and Retention of Rights

- **3.1** You retain complete ownership, copyright, and title of your Submission. Nothing in this agreement transfers any ownership stakes to Cyborama.
- **3.2** The license granted herein is strictly non-exclusive. You remain entirely free to license, sell, distribute, or perform your Submission anywhere else.

4. License Granted to Cyborama

You grant Cyborama a worldwide, non-exclusive, royalty-free, sublicensable (solely to technical service providers under Section 4.3) license to use your Submission for the following limited operations:

- **4.1 Core Aggregated Streaming:** To host, encode, transcode, and stream the Submission on the Glomz website, application, the aggregated Glomz YouTube Channel, and the 24/7 Glomz YouTube Live stream.
- **4.2 User Rating System:** To display the Submission to users of the Glomz platform and allow them to view, listen to, rate, upvote/downvote, and submit text-based reviews of the work.
- **4.3 Technical Processing:** To store, copy, and log the stream files solely to support playback, system backups, moderation, automated audio/video fingerprinting, and play-count logging.
- **4.4 Identity & Promotion:** To display your provided act name, text credits, and thumbnail image alongside your video to identify you as the creator.
- **4.5 Promotional Bumpers and Filler:** Cyborama may extract short unedited video or audio clips from your Submission, no longer than 15 seconds each, to use strictly as channel promotional bumpers, programming transitions, or broadcast filler within the Glomz platform and digital streams. These clips will visually credit your act name.
- **4.6 No Other Derivative Works:** Except for the technical transcoding needed to stream the .mp4 file and the promotional bumper use defined in Section 4.5, Cyborama will not modify, edit, remix, sample, or create

derivative works from your Submission.

5. Your Promises About Rights

You explicitly promise and warrant that your Submission meets all the following criteria at the time of upload and for as long as it remains on the platform:

- **5.1 Complete Control:** You own or control 100% of the rights to the music composition, sound recording, lyrics, video footage, likenesses, and artwork contained within the Submission.
- **5.2 AI Tool Legal Compliance:** If generative AI tools were used to create the video or audio elements, you warrant that your use complied with those tools' commercial terms, that you operated under a legitimate commercial-use tier, and that the output does not infringe upon the publicity, likeness, or property rights of any third party.
- **5.3 No Covers, Samples, or Interpolations:** The Submission contains no copyright-infringing samples, no unauthorized covers of other songwriters' compositions, and no interpolations of protected melodies or lyrics.
- **5.4 Style Safe Harbor:** Working within a generic musical style, or using standard chord progressions, rhythms, and common AI production defaults does not by itself violate Section 5.3.
- **5.5 Absolute PRO Freedom (Unlicensed Attestation):** Neither the composition nor the sound recording is registered with ASCAP, BMI, SESAC, GMR, the MLC, or any other performing rights or mechanical licensing organization worldwide.
- **5.6 No Publisher Conflicts:** The Submission has not been assigned to, or placed with, any publisher or administrator that registers works with a PRO or demands licensing fees for digital streaming.
- **5.7 Content Curation Rules (SFW Only):** The Submission contains no nudity, sexual content, 18+ material, or adult content, and nothing illegal, hateful, or harassing. Glomz is a SFW feed. Posting 18+ material or nudity is a ban event under Section 7.4.
- **5.8 Distributed Release With Live Links:** At the time of upload, the Submission (or the underlying sound recording) has already been released through a music distributor, and you provide at least one working public store or streaming URL for that release (for example Spotify, Apple Music, Amazon Music, or YouTube Music). Cyborama may refuse or remove any Submission that lacks a named distributor or whose store links do not resolve. Distribution through a digital aggregator is not the same as PRO registration and does not excuse Sections 5.5 or 5.6.

6. Ongoing Duty Regarding PROs

- **6.1** If any part of your Submission later becomes PRO-registered, or is assigned to a publisher that enforces PRO collection, you must notify Cyborama in writing within 2 business days and immediately submit a removal request through your dashboard.
- **6.2** Failure to notify us of a PRO status change constitutes a material breach of this agreement and triggers the indemnity terms in Section 8.

7. Takedown, Rejection, and Content Controls

- **7.1 Human Approval Curation:** A Cyborama reviewer manually approves each Submission before publication. Automated tools only pre-filter and flag. Submissions where the checklist answer was "Not sure" go directly to the human review queue.

- **7.2 Curation Rights:** Cyborama is under no obligation to feature, publish, or keep your video live. We may reject or remove any Submission at any time for legal, policy, operational, or editorial rotation reasons.
- **7.3 Same-Day PRO Compliance:** If Cyborama receives a public performance complaint or claim from ASCAP, BMI, SESAC, GMR, or an associated organization, we will remove the affected Submission from all Glomz digital surfaces worldwide the same day without prior adjudication. You will be notified and may submit proof of non-registration to request reinstatement.
- **7.4 Adult / Nudity Ban:** Posting 18+ material or nudity (in the Submission, artwork, thumbnail, or linked promotional materials you supply for Glomz) results in immediate removal of the offending materials and a ban of your creator account. Cyborama may refuse reinstatement.

8. Indemnity and Liability

- **8.1 Creator Indemnification:** You agree to defend, indemnify, and hold harmless Cyborama LLC, its members, and its technical service providers against any third-party claims, damages, settlements, licensing fees, fines, and legal defense costs arising out of the Submission or a breach of any representation, warranty, or obligation in this Agreement.
- **8.2 LIMITATION OF LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, GLOMZ IS PROVIDED "AS IS" AND CYBORAMA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CYBORAMA IS NOT LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. CYBORAMA'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY CLAIM ARISING UNDER THIS AGREEMENT IS STRICTLY LIMITED TO \$100.

9. Compensation and Submission Fee

- **9.1 Phase 0 Status:** You acknowledge that this phase of the platform is unpaid, and the streaming rights are granted royalty-free in exchange for exposure, channel aggregation, and rating collection.
- **9.2 Future Monetization:** Any future revenue-sharing, ad-split, or financial monetization structures will require a separate, mutually executed written addendum.
- **9.3 Submission Fee:** Each creator account receives one complimentary Submission. Each additional Submission requires a one-time fee of \$5.00 USD (the "Submission Fee"), paid through Cyborama's third-party payment processor before the Submission enters the review queue. The Submission Fee pays for hosting and the Glomz service, including intake, human review, catalog hosting, and aggregation. It is not a subscription, not a per-play or per-view fee, and not a charge to watch the Glomz YouTube channel or the 24/7 Glomz YouTube Live stream. A Submission whose payment is not completed is not queued and is not charged. Any change to the Submission Fee applies only to new Submissions under Section 12.2.
- **9.4 No Guarantee of Approval:** Paying the Submission Fee does not guarantee approval, publication, placement, rotation, ratings, or continued availability. Section 7 applies to paid and complimentary Submissions alike.
- **9.5 Refunds:** If a paid Submission is rejected before publication, Cyborama may refund the Submission Fee at its discretion. Refunds are not automatic, and Cyborama does not commit to any refund timeline. Once a Submission has been published, its Submission Fee is non-refundable, including if the Submission is later removed, taken down, or revoked under Sections 6, 7, or 10, except where a refund is required by law.

10. Removal and Revocation

- **10.1 Right to Revoke:** You may revoke this streaming license and demand the return/deletion of your materials at any time by utilizing the removal tools in your creator account or emailing our designated rights contact.
- **10.2 Removal Target:** After receiving a valid removal request, Cyborama will make commercially reasonable efforts to pull the Submission from active rotations, rating streams, and bumper loops, and delete the master file from active servers within 72 hours. This window is an operational target, not an absolute commitment.
- **10.3 What May Remain:** You acknowledge and agree that complete revocation does not retroactively apply to:
 - (a) Historical play logs, rating data, and user review texts.
 - (b) Past 24/7 live stream broadcast archives automatically saved and hosted by YouTube prior to your deletion request.
 - (c) Plays that already occurred on live streams prior to active deletion.
 - (d) Temporary system backups, which will be destroyed within six months of the initial transmission unless preserved exclusively for archival purposes.

11. Acceptance Records and Privacy

- **11.1** When you accept this agreement, Cyborama records the time, IP address, browser user agent, agreement version, text hash, your account ID, and your checklist answers as valid evidence of your consent.
- **11.2** The Glomz Privacy Policy at <https://glomz.com/privacy> will apply to all logged data once published. Until then, acceptance logging is governed and disclosed directly by this Section 11.

12. General

- **12.1 Governing Law:** This agreement is governed by the laws of the State of Alabama. Any legal actions or disputes arising under this agreement must be brought exclusively in the state or federal courts located in Alabama.
- **12.2 Updates:** Material changes to terms will apply to new Submissions. Your existing Submissions stay under the version you accepted unless you explicitly accept a new version.
- **12.3 Entire Agreement:** This text, together with the Glomz Privacy Policy and the Glomz DMCA Policy it references, constitutes the entire agreement between the parties regarding the submission, aggregated streaming, and rating of your video files.
- **12.4 Relationship of Parties:** Nothing in this agreement creates a partnership, joint venture, agency, or employment relationship between you and Cyborama. Neither party has authority to bind the other.
- **12.5 DMCA Policy:** Cyborama respects intellectual property rights. If you believe any content infringes your copyright, notify our designated agent as described in the Glomz DMCA Policy at <https://glomz.com/dmca>, pursuant to 17 U.S.C. Section 512. That policy also explains how a creator may send a counter-notification. In accordance with applicable law, Cyborama maintains a policy to terminate, in appropriate circumstances, creators deemed to be repeat infringers.

Part 3. User Interface Clickwrap Assets

Rights Disclosure (displayed clearly above the upload checklist)

"Glomz exclusively hosts and streams aggregated music that is completely clear of Performing Rights Organizations (PROs) and publishing administration deals. Submissions must already be released through a music distributor with at least one live public store or streaming link. Undistributed uploads are not accepted. If your music or lyrics are registered with ASCAP, BMI, SESAC, GMR, or a traditional publisher, you cannot upload it here. Please verify your rights before submitting."

Submission Checklist Questions (must be answered for each upload)

1. Is any part of this song (music or lyrics) registered with ASCAP, BMI, SESAC, GMR, or any other PRO globally? **[Yes / No / Not Sure]** (Selecting "Yes" blocks upload. Selecting "Not Sure" flags the video for manual human review.)
2. Is any portion of this track assigned to, managed by, or placed with a commercial music publisher? **[Yes / No / Not Sure]** (Selecting "Yes" blocks upload. Selecting "Not Sure" flags the video for manual human review.)
3. If you used generative AI tools, did you operate them under a commercial-use tier and completely follow their platform terms? **[Yes / No]** (Selecting "No" blocks upload.)
4. Is this release already live through a music distributor, and did you provide at least one working public store or streaming link? **[Yes / No]** (Selecting "No" blocks upload. Missing distributor name or a dead store URL also blocks upload.)

Mandatory Checkbox Text (unchecked by default; upload button remains disabled until checked)

☐ I am 18 or older. I retain 100% ownership of this Submission. This Submission has no nudity or 18+ material; I understand that posting either results in a ban. I attest that it is completely unlicensed, containing no uncleared samples, covers, or PRO-registered elements. This release is already live through a music distributor, and I have provided at least one working public store or streaming link. I grant Glomz the non-exclusive right to stream this .mp4 file for channel aggregation, allow users to rate it, and cut credited promotional bumpers up to 15 seconds. I understand that after my first free Submission, each Submission carries a one-time \$5 hosting and service fee that is not automatically refunded. I agree to the Glomz Creator Agreement (v1.0.6).