

# FIRSTPRESS — TERMS OF USE

Effective date: 12 March 2026

These Terms of Use govern access to and use of the FirstPress platform and related digital services.

## 1. Acceptance of the Terms

By accessing or using FirstPress, the user agrees to be bound by these Terms of Use and the Privacy Policy. If the user does not agree, the user must not use the platform.

## 2. Operator Kostiantyn Zimbil FirstPress

Hermannstr. 3, 59929 Brilon, Germany

Email: support.firstpress@gmail.com

## 3. Eligibility

The platform is intended only for persons who are at least 18 years old and legally capable of entering into binding contracts.

## 4. Platform services

FirstPress is an online platform for music competitions and related digital services. Features may include user accounts, rating-based tournaments, voting functions, and digital rewards. Additional paid features such as subscriptions or token-based participation may be introduced in the future.

We may develop, change, suspend, or discontinue features at any time where this is objectively justified, for example for technical, legal, security, or business reasons. Changes will not affect mandatory consumer rights.

## 5. Accounts

Users must provide accurate information when registering and keep their login credentials confidential.

Users are responsible for activities carried out through their accounts unless they are not responsible for the misuse.

Accounts may not be shared, sold, transferred, or used on behalf of another person without authorization.

## 6. Subscriptions, tokens, and payment

Currently, all features on the platform, including tournament participation, are provided free of charge.

We may introduce paid features in the future, including subscriptions or token-based access to certain functionalities. If such features are introduced, the applicable pricing, billing terms, and conditions will be clearly presented to users before any purchase is made.

Payments, if introduced, will be processed by external payment providers. By purchasing, users will also agree to the terms and policies of the selected payment provider.

If payment fails, we may suspend access to paid features until the outstanding issue is resolved.

Tokens and digital rewards on the platform have no monetary value and cannot be exchanged for money.

## **7. Right of withdrawal for consumers**

If the user is a consumer in the European Union, statutory withdrawal rights may apply to distance contracts unless an exception applies.

For digital content or digital services supplied without a tangible medium, the right of withdrawal may expire once performance has begun if the user has expressly agreed to the start of performance during the withdrawal period and acknowledged the loss of the withdrawal right where required by law.

Nothing in these Terms limits any mandatory statutory rights of consumers.

## **8. Refunds**

Payments are refundable only where required by applicable law or where we expressly agree to a refund in an individual case.

## **9. Acceptable use**

Users must not:

upload unlawful, harmful, deceptive, defamatory, discriminatory, or infringing content;

upload content for which they do not hold the necessary rights, permissions, or licenses;

manipulate votes, rankings, tournaments, tokens, or platform metrics;

use bots, scripts, scraping tools, or other unauthorized automated means;

interfere with the security, integrity, availability, or proper functioning of the platform;

impersonate another person or misrepresent affiliation;

use the platform in violation of applicable law or third-party rights.

## **10. User content and intellectual property**

Users retain ownership of the content they upload.

By uploading or submitting content, the user represents and warrants that the user has all rights necessary to use that content on the platform and to grant the license described below.

To the extent necessary to operate and promote the platform, the user grants FirstPress a non-exclusive, worldwide, revocable, royalty-free license for the duration of the content's availability on the platform to host, store, reproduce, process, stream, display, communicate, and make the content available within the platform and in platform-related promotional materials that refer to the platform, tournaments, rankings, or the user's participation.

If content is removed from the platform, the license ends for future use, except to the extent retention or continued processing is required for legal obligations, backups, enforcement, dispute handling, records of tournament integrity, or technical reasons for a limited period.

## **11. Copyright complaints**

If a rights holder believes that content on FirstPress infringes intellectual property rights, the rights holder may contact [support.firstpress@gmail.com](mailto:support.firstpress@gmail.com) and provide sufficient information for us to review the complaint.

## **12. Moderation, suspension, and termination**

We may investigate suspected violations of these Terms, tournament rules, or applicable law.

We may remove content, invalidate votes or tournament results, restrict features, suspend accounts, or terminate accounts where this is reasonably necessary to protect the platform, other users, legal compliance, or the integrity of tournaments.

Where appropriate, we may issue a warning first. Immediate action may be taken in serious cases, including fraud, repeated infringement, abusive conduct, security threats, or unlawful content.

## **13. Availability and changes**

We aim to keep the platform available, but uninterrupted availability is not guaranteed.

Maintenance, updates, technical problems, security incidents, or events beyond our control may affect availability.

## **14. Liability**

We are liable without limitation for intent and gross negligence, for injury to life, body, or health, and to the extent liability is mandatory under applicable law.

In cases of slight negligence, we are liable only for breach of essential contractual obligations (cardinal duties), and in that case liability is limited to the foreseeable damage typical for the contract.

Any further liability of FirstPress is excluded to the extent permitted by law.

The above limitations also apply in favor of our legal representatives, employees, and agents.

## **15. Indemnity**

If a user is responsible for a claim by a third party arising from the user's unlawful content or other culpable violation of these Terms, the user shall indemnify FirstPress against such claims to the extent permitted by law, including reasonable costs of legal defense.

## **16. Consumer dispute resolution**

We are not obliged and are not willing to participate in dispute resolution proceedings before a consumer arbitration board unless mandatory law requires otherwise.

## **17. Applicable law**

These Terms are governed by the laws of the Federal Republic of Germany, excluding conflict-of-law rules. If the user is a consumer and mandatory consumer protection provisions of the user's country of habitual residence provide broader protection, those mandatory provisions remain unaffected.

## **18. Jurisdiction**

If the user is a merchant, a legal person under public law, or a special fund under public law, the exclusive place of jurisdiction for disputes arising from these Terms shall be Germany, to the extent permitted by law.

Mandatory statutory jurisdiction rules for consumers remain unaffected.

## **19. Severability**

If any provision of these Terms is invalid or unenforceable, the remaining provisions remain unaffected. The invalid provision shall be replaced, to the extent possible, by a valid provision that most closely reflects the economic purpose of the invalid provision.

## **20. Order of precedence**

These Terms are supplemented by the Privacy Policy and any tournament rules or plan-specific terms that are validly incorporated into the contract.

## **21. Contact**

Questions regarding these Terms may be sent to [support.firstpress@gmail.com](mailto:support.firstpress@gmail.com).