

Terms & Conditions

Tracks To The Max B.V.

Last updated: May 2026

1. Definitions

1. Tracks To The Max B.V., established in Amsterdam, The Netherlands, Chamber of Commerce no. 42018732.
2. Customer: the party which Tracks To The Max has entered into an agreement with. A customer can be either an individual (consumer) or a legal entity or business (business customer). These terms apply to both, unless explicitly stated otherwise.
3. Parties: Tracks To The Max and customer together.

2. Applicability

4. These terms and conditions apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Tracks To The Max.
5. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
6. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.
7. By completing a purchase through the Tracks To The Max website or checkout, the customer confirms they have read and agreed to these terms and conditions.

3. Prices

8. All prices used by Tracks To The Max are in euros, exclusive of VAT and exclusive of any other costs such as administration costs, levies and travel, shipping or transport expenses, unless expressly stated otherwise or agreed otherwise.
9. Tracks To The Max is entitled to adjust all prices for its products or services at any time.
10. Stream counts, view counts, and conversion estimates displayed on our website and in our communications are estimates based on historical campaign data. These are not guaranteed results. Actual outcomes may vary depending on music quality, genre, target audience, and platform algorithm behavior.

4. Payments and Payment Term

11. The customer must have paid the full amount before delivery of any service.
12. Payment terms are considered as fatal payment terms. If the customer has not paid the agreed amount by the last day of the payment term, they are legally in default without Tracks To The Max needing to send a reminder.

13. Tracks To The Max reserves the right to make delivery conditional upon immediate payment or to require adequate security for the total amount of the services or products.

5. Consequences of Late Payment

14. If the customer fails to pay within the agreed payment term, Tracks To The Max is entitled to immediately suspend all services and obligations until full payment has been received.
15. In the case of Music Growth Ads, if payment is not received prior to campaign launch, the campaign will not go live until full payment is confirmed.
16. Tracks To The Max reserves the right to cancel an order entirely if payment has not been received within 7 days of the invoice date, without any obligation to compensate the customer.

6. No Results Guarantee

17. All services provided by Tracks To The Max contain best-effort obligations, not obligations of result. Tracks To The Max makes no guarantee of specific outcomes, including but not limited to: stream counts, view counts, conversion numbers, follower growth, playlist placements, or algorithmic effects.
18. Estimated results shown on our website and in campaign materials are based on historical averages across past campaigns and serve as indicative projections only.

7. Service-Specific Terms

7A. Spotify Playlist Promotion

19. Tracks To The Max promotes music through a verified third-party curator network. Placement on playlists is not guaranteed and is at the discretion of individual curators.
20. Stream counts shown as estimates (e.g. '10K – 20K est. streams') are projections based on past campaigns and are not guaranteed.
21. Tracks To The Max only works with real, active playlists and verified curators. No fake streams, bots, or artificial plays are used under any circumstance.
22. If Tracks To The Max is unable to effectively promote a track, the customer may be offered: (a) promotion of a different track, (b) credit towards a future campaign, (c) a switch to a different service type, or (d) a refund at the discretion of Tracks To The Max.
23. The campaign duration is typically 1 to 4 weeks from the start of active pitching. Setup takes 1 to 2 business days. Pitching takes 1 to 14 business days.

7B. YouTube Video Promotion

24. YouTube Video Promotion is delivered through targeted Google Ads campaigns managed by Tracks To The Max. All views are generated through real, targeted ad delivery. No bots or fake views are used.
25. View count estimates (e.g. '5K – 10K est. views') are projections based on historical campaign performance and are not guaranteed. Actual results may vary based on genre, video quality, targeting, and platform factors.
26. Campaigns are subject to Google Ads approval. Tracks To The Max is not responsible for delays or rejections caused by Google's review process. If a video is rejected by Google, Tracks To The Max will notify the customer and work to resolve the issue.
27. The customer must ensure that the submitted YouTube video does not violate YouTube's Terms of Service, community guidelines, or copyright policies. Tracks To The Max accepts no liability for videos removed or penalized by YouTube.
28. Campaign duration is typically 1 to 4 weeks. Setup takes 1 to 2 business days after Google approval.

7C. Monthly Playlist Promotion (Subscription)

29. Monthly Playlist Promotion is a recurring subscription service. The subscription renews automatically each month until cancelled by the customer.
30. The customer can cancel at any time before the next renewal date. Cancellation takes effect at the end of the current billing cycle. No refunds are issued for the current active month.
31. The customer may switch their promoted track once per billing cycle by contacting Tracks To The Max before the renewal date.
32. Number of tracks per plan: Starter and Starter Plus: 1 track. Rising Talent and Rising Talent Plus: 2 tracks. Rising Star and Rising Star Plus: 3 tracks. Super Star: 4 tracks.
33. Stream estimates are monthly projections based on historical data and are not guaranteed. Results may vary per track and cycle.
34. If Tracks To The Max is unable to effectively promote a track in a given cycle, the customer may be offered an alternative solution or a refund for that cycle at the discretion of Tracks To The Max.

7D. Music Growth Ads (Meta Advertising)

35. Music Growth Ads is a paid Meta advertising service (Instagram and Facebook) managed by Tracks To The Max under the brand name Music Growth Ads. Campaigns are designed to drive targeted traffic to the customer's music via a smartlink, with the goal of generating Spotify streams and listener growth.
36. **Packages and pricing:** Starter (€600 total, €300 ad spend), Growth (€1,000 total, €500 ad spend), and Pro (€1,500 total, €750 ad spend). Custom/Agency packages are available on request. All prices exclude VAT.
37. Conversion estimates shown per package are projections based on past campaigns at an estimated cost per conversion between €0.15 and €0.50. These are not guaranteed results.
38. **Content usage consent:** By placing an order for Music Growth Ads, the customer explicitly grants Tracks To The Max permission to use submitted audio, video, images, and other creative content for the purpose of creating and running paid Meta

advertisements on behalf of the customer. This consent is confirmed via the onboarding form completed upon purchase.

39. The customer warrants that they own or have the right to use all submitted content, including music, videos, images, and any third-party material included therein. Tracks To The Max accepts no liability for copyright infringement resulting from content submitted by the customer.
40. Ad campaigns are subject to Meta's advertising policies and approval process. Tracks To The Max is not responsible for delays, rejections, or account restrictions caused by Meta's review process or platform decisions.
41. **Campaign extensions:** Additional ad spend can be added to an active running campaign. A 30% agency fee is charged over the additional ad spend amount. Example: €300 additional ad spend = €90 agency fee, total €390. Extensions are always paid in advance before additional budget is loaded.
42. **Campaign restart:** If a campaign has been paused or stopped, a restart fee of 50% of the original agency fee applies, plus new ad spend budget paid in advance.
43. **New campaigns:** Each new release or new targeting setup requires a new package. Campaign data from previous campaigns is not transferable to new campaigns.
44. All payments for Music Growth Ads services are made in advance. No refunds are issued once a campaign has gone live and ad spend has been committed to Meta.
45. Tracks To The Max operates Music Growth Ads campaigns primarily through its own Meta Business account. For Agency packages where the campaign runs through the customer's own ad account, additional setup fees apply and will be agreed upon in writing before commencement.

8. Performance of the Agreement

46. Tracks To The Max executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
47. Tracks To The Max has the right to have agreed services partially performed by third parties.

9. Duty to Inform by the Customer

48. The customer shall provide Tracks To The Max with all information, data, and documents relevant to the correct execution of the agreement in time and in the required format.
49. The customer guarantees the accuracy, completeness, and reliability of all information and content provided, including content originating from third parties.
50. If the customer fails to provide required information on time, any resulting delays, additional costs, or inability to deliver will not entitle the customer to a refund or compensation.

10. Intellectual Property

- 51. Tracks To The Max retains all intellectual property rights on all designs, campaign structures, creative frameworks, data, reports, and materials created by Tracks To The Max, unless parties have agreed otherwise in writing.
- 52. The customer may not copy, share, or reproduce these materials without prior written permission from Tracks To The Max.
- 53. The customer retains all intellectual property rights over their own music, artwork, videos, and other creative content submitted to Tracks To The Max.

11. Confidentiality

- 54. The customer keeps confidential any information received from Tracks To The Max in whatever form, including pricing structures, campaign methodologies, curator networks, and business operations.
- 55. The confidentiality obligation applies for the duration of the agreement and for 3 years after its end.
- 56. The obligation does not apply to information already made public through no breach of this agreement, or information disclosed due to legal obligation.

12. Liability of Tracks To The Max

- 57. Tracks To The Max is only liable for damage caused by intent or gross negligence.
- 58. Tracks To The Max is never liable for indirect damages, including but not limited to: lost revenue, lost streaming royalties, missed opportunities, or damage to third parties.
- 59. Tracks To The Max is not liable for the decisions, policies, or actions of third-party platforms including but not limited to Spotify, Meta, Google, and YouTube.
- 60. Where Tracks To The Max is liable, liability is limited to the invoice amount to which the liability relates.
- 61. Any right to compensation expires within 12 months after the event giving rise to the liability.

13. Complaints

- 62. The customer must examine a delivered service as soon as possible after delivery.
- 63. Complaints must be submitted in writing within 1 month of discovering the issue. Consumers must submit within 2 months.
- 64. Complaints must include a detailed description of the issue and must be demonstrably related to the agreement between the parties.

14. Refund Policy

- 65. **Spotify Playlist Promotion:** If Tracks To The Max is unable to effectively promote a track, the customer may be offered an alternative solution or refund at the discretion of Tracks To The Max.

- 66. **YouTube Video Promotion:** If Tracks To The Max is unable to effectively promote a video, the customer may be offered an alternative solution or refund at the discretion of Tracks To The Max.
- 67. **Music Growth Ads:** No refunds are issued once a campaign has gone live and ad spend has been committed to Meta. If a campaign cannot be launched due to reasons attributable to Tracks To The Max, a full refund will be issued.
- 68. **Underperforming campaigns (Music Growth Ads):** If a track does not respond to paid advertising and Tracks To The Max determines the campaign cannot be effectively optimised, Tracks To The Max will notify the customer and stop the campaign. In this case, the agency fee is non-refundable as it covers creative production, campaign setup, and management work already performed. Any remaining unspent ad budget will be refunded to the customer within 14 business days.
- 69. Dissatisfaction with results does not constitute grounds for a refund, as all services are best-effort and results are not guaranteed.

15. Force Majeure

- 70. Tracks To The Max is not liable for failure to fulfill obligations due to circumstances beyond its reasonable control, including but not limited to: platform outages, algorithm changes, government measures, natural disasters, cyberattacks, or third-party failures.
- 71. If a force majeure situation lasts at least 30 calendar days, both parties may dissolve the agreement in writing.

16. Penalties

- 72. If the customer violates the confidentiality or intellectual property provisions of these terms, they forfeit an immediately payable fine of €1,000 (consumer) or €5,000 (business) per violation, plus 5% of the fine amount for each day the violation continues.
- 73. This fine does not affect the right of Tracks To The Max to claim additional compensation.

17. Dissolution

- 74. The customer may dissolve the agreement if Tracks To The Max materially fails to fulfill its obligations and this failure justifies termination.
- 75. Tracks To The Max may dissolve the agreement if the customer fails to fulfill their obligations, including failure to provide required content or make payment on time.

18. Changes to These Terms

- 76. Tracks To The Max is entitled to amend or supplement these terms at any time. Minor changes may be made immediately. Major changes will be communicated in advance where possible.

77. Consumers are entitled to cancel their agreement in the event of a substantial change to these terms.

19. Suspension of Obligations and Settlement

78. The customer waives the right to suspend the fulfillment of any obligation arising from an agreement with Tracks To The Max.
79. The customer waives the right to settle any debt to Tracks To The Max with any claim the customer may have on Tracks To The Max.

20. Indemnity

80. The customer indemnifies Tracks To The Max against all third-party claims related to the products and/or services supplied by Tracks To The Max.
81. This indemnity specifically includes but is not limited to: copyright infringement claims arising from content submitted by the customer for use in advertising campaigns, claims by third parties whose likeness, music, or intellectual property appears in submitted content without authorisation, and any claims arising from the customer's own breach of platform terms of service.

21. Consequences of Nullity or Annulability

82. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
83. A provision that is null or annulable shall be replaced by a provision that comes closest to what Tracks To The Max had in mind when drafting the conditions on that issue.

22. Applicable Law and Competent Court

84. Dutch law exclusively applies to all agreements between the parties.
85. The Dutch court in the district where Tracks To The Max is established is exclusively competent to handle any disputes, unless the law prescribes otherwise.