

## **Terms of Use for the DEEZER Elite Service**

These Terms of Use (hereinafter the “Terms of Use”) apply if (i) you are located in a country where DEEZER Elite (hereinafter the “Elite Service”) is available and (ii) you are an eligible Sonos customer in pursuance of the terms and conditions below. These Terms of Use describe the terms according to which Deezer S.A. (hereinafter “DEEZER”) offers certain Sonos customers (as defined below), under specific conditions, the benefit of a free trial period and subscription offer to DEEZER Elite (hereinafter the “Offer”). These Terms of Use apply when you access, visit or use the Elite Service.

The Elite Service is an unlimited on-demand music service with temporary download functionality through a paid subscription. The Elite Service is accessible via a website located at [www.deezer.com](http://www.deezer.com) (hereinafter the “Site”) and via a mobile application on compatible devices. The purpose of these Terms of Use is to define the contractual and commercial relationship between DEEZER and you in your capacity as an eligible Sonos customer to the Elite Service (hereinafter the “Subscriber”).

**You accept these Terms of Use and agree to be bound by these Terms of Use when accessing, visiting or using the Elite Service or creating a DEEZER account. Please read these Terms of Use carefully, since they govern your access to and use of the Elite Service and set forth legally binding terms applicable to your use of the Elite Service. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU SHOULD NOT ACCESS OR USE THE ELITE SERVICE.**

Use of the Elite Service is only authorised for personal and private use, therefore any other use, including any use of the Elite Service for commercial purposes or any use of the Elite Service in a public place or business, is strictly forbidden.

### **Article 1 – Eligibility & Offer**

#### **1.1 Eligibility**

The Offer is only available to eligible Sonos customers (hereinafter “Eligible Sonos Customers”) as defined below, and only to those Eligible Sonos Customers located in countries where the Elite Service is available. To check the availability of the Elite Service in your country, please visit [www.deezer.com](http://www.deezer.com).

Eligible Sonos Customers are defined as Sonos customers who purchase a Sonos “player” and who are not otherwise excluded from the Offer as expressly set forth below.

Eligible Sonos Customers may only benefit once from the free trial of the Offer. Eligible Sonos Customers will not be eligible to redeem the trial period of the Offer if they have previously redeemed any offer for a trial period of the Elite Service or if they are currently subscribed to the Premium+ offer. Subscribers to any of the DEEZER services through their telecommunications carrier will not be eligible for the Offer. The Offer is not available in countries where the Elite Service is unavailable.

#### **1.2 Offer**

The Offer consists of (i) a free trial to the Elite Service and a monthly, yearly or two-year subscription to the Elite Service for DEEZER users registered with the free offer or (ii) a yearly subscription to the Elite Service for users subscribed to a Premium+ offer. The trial period is up to 30 consecutive days for Eligible Sonos Customers.

Eligible Sonos Customers may cancel their trial period at any time as set forth in Article 6 below. No cancellation fees apply.

Detailed instructions of how the Offer can be redeemed and activated are provided at the time of purchasing your Sonos product or later by any means available to Sonos and/or DEEZER.

## **Article 2 – Description of the Elite Service**

The Elite Service is a service offered and operated by DEEZER that enables Subscribers to access the Elite Service from a personal computer or portable device and listen to an unlimited amount of music in higher quality audio (than is made available through DEEZER's other streaming services, where applicable) without any advertisements.

The main characteristics of the Elite Service are as follows:

- Unlimited access on up to three authorised devices (personal computers or mobile devices) for the purpose of temporarily downloading the Recordings to subsequently listen to them when offline.
- No advertisements.
- The majority of the music tracks available are in the following format: FLAC audio bitstream data (CD quality, 16 bits, stereo, 44.1 kHz).

As a Subscriber, you may access the Elite Service until the end of your subscription, as indicated on the subscription page of the Site at the time of such subscription.

DEEZER may occasionally offer the Elite Service for limited time periods at retail prices established by DEEZER in the subscription page on the Site (hereinafter the "Special Offers"). DEEZER reserves the right, at its discretion, to determine Subscribers' eligibility for the Special Offers and to withdraw or modify a Special Offer, at DEEZER's sole discretion.

Once your subscription has expired or terminated, you will have no right to access or use the Elite Service.

The Elite Service is accessible from a personal computer running the Microsoft Windows, Google Chrome OS or Apple OSX operating system by connecting to the Site or from a portable device running the Apple iOS or Google Android operating system through the DEEZER Elite application (hereinafter the "Application"). The Application is available for download through the Apple iTunes and Google Android app stores. The Elite Service is also accessible without an Internet connection by clicking on the "Offline Mode" button of the Site or the Application. Subscribers must use the Google Chrome browser to be able to use the Offline Mode on a personal computer. By using the Offline Mode, you will only be able to access the tracks, albums and playlists that you have previously temporarily downloaded from the Site or the Application on that particular computer or portable device.

Tracks, albums or playlists can be temporarily downloaded through the Offline Mode button that appears on the pages of the Site or Application. You can then listen to the downloaded Recordings without an Internet connection or mobile network connection during the entire duration of the Subscription. However, you will not be able to transfer the Recordings to any other computer, portable device or other physical storage medium.

### **Article 3 – Use of the Elite Service**

Your access to the Site and use of the Elite Service requires a high-speed Internet connection.

For Subscribers accessing the Site or Elite Service via a mobile device, DEEZER strongly recommends the use of at least a third generation (3G) mobile network connection.

#### **3.1 Use of the Elite Service**

##### **3.1.1 Licence**

As a Subscriber, DEEZER grants you a limited, non-exclusive, non-transferable and revocable licence to access and use the Elite Service for the term of your subscription to the Elite Service, unless terminated by DEEZER or you in accordance with the terms and conditions in these Terms of Use.

##### **3.1.2 Access**

Prior to the use of the Elite Service, you must subscribe to the Elite Service on the Site or Application.

To subscribe to the Elite Service, you must:

- Create an account on the Site or download and create an account on the Application or, if the user is already registered, sign into the Site or Application.
- Provide the information requested on the subscription form.
- Consent to these Terms of Use.
- Pay the subscription price for the Elite Service through one of the payment systems offered.
- Confirm your subscription.

As a Subscriber, you hereby agree to provide true, accurate and complete information in connection with your registration on the DEEZER Site and the Elite Service.

Once your registration has been validated, DEEZER will send you a confirmation email to the address that you provided at the time of registration. Your subscription to the Elite Service will only become effective when DEEZER sends the aforementioned confirmation email. DEEZER recommends that you save and/or print the confirmation email.

You can modify your account information, including the password associated with your DEEZER account, at any time by clicking on the “My information” section of the Site.

You hereby agree to promptly inform DEEZER of any modification to the information provided at the time of subscribing to the Elite Service and especially any change in the email address or bank details that you provided in connection with your subscription.

You must immediately inform DEEZER if you lose your account details (i.e. account name and password) or if you become aware of any unauthorised use of your account. Your password and identification details are personal and you hereby agree not to disclose such information to any third parties. You hereby agree to be solely responsible for the safekeeping of your account details.

As a Subscriber, you may activate the Elite Service on a personal computer running the Microsoft Windows, Google Chrome OS or Apple OSX operating system or a portable device running the Apple iOS or Google Android operating system registered with the Elite Service. The Elite Service only supports one connection at a time (personal computer or compatible portable device registered). If DEEZER determines that you are simultaneously accessing the Elite Service from multiple devices or computers, DEEZER may terminate your subscription and/or your access to the Site and Elite Service.

### **3.2 Price**

The subscription price of the Elite Service is indicated on the Site or Application and includes all taxes.

DEEZER reserves the right to amend the subscription price from time to time. DEEZER will inform you of any price increase fifteen (15) calendar days before such increase becomes effective by sending you an email to the address that you provided. In such cases, if you do not wish to accept the price increase proposed by DEEZER, you may terminate your subscription via the termination section of the Site. As described in Article 6.3 below, termination will become effective at the end of the then-current subscription term. If you do not terminate your subscription to the Elite Service, you will be charged the new price commencing after the fifteen (15) day notice period.

Any increase in the sales tax will be automatically and immediately impacted on the Elite Service price. The same will apply in the event of a new tax based on the price of the Elite Service and applicable to DEEZER. The applicable conditions for termination in case of a modification to the Elite Service price as mentioned above will apply according to the same conditions in case of a modification resulting from the increase or creation of new taxes.

Different payment methods are accepted on the Site, including Visa and MasterCard credit cards and PayPal.

Note that when Subscribers disclose their bank details to DEEZER, they are not retained by DEEZER.

The subscription price is paid in advance on a monthly, yearly or two-year basis depending on the type of subscription chosen. By agreeing to the subscription, you authorise DEEZER to charge you for the subscription fees on a monthly, yearly or two-year basis depending on the type of subscription chosen. When transferring Subscribers' data and payment information to its third-party payment service providers, DEEZER uses reasonable security measures, such as encryption, to protect such information from unauthorised use or disclosure. Additionally, DEEZER's third-party payment providers strive to adhere to PCI DSS transaction security standards.

### **Article 4 – Availability and Modification of the Elite Service**

DEEZER uses reasonable efforts to make the Elite Service accessible 24 hours a day and 7 days a week. However, DEEZER reserves the right, without prior notice or compensation, to temporarily remove access to the Elite Service, as deemed necessary by DEEZER, including to perform maintenance of the Site or Elite Service.

DEEZER will use reasonable efforts to provide you with at least twenty-four (24) hours' notice prior to any Elite Service interruptions.

If DEEZER elects, at its discretion, to discontinue access to the Site or Elite Service, DEEZER will notify you via the Site or Application and you will not be charged any additional subscription fees after the date on which your access to the Site or Elite Service is terminated.

## **Article 5 – Terms of Access to the Site and Elite Service**

To access the Site or Elite Service, you must be located in a country where the Elite Service is available and you must be at least 13 years of age.

If you are not at least 13 years of age, you must not attempt to access the Site or use the Elite Service.

If you are between 13 and 17 years of age, you must have your parent's or guardian's consent to register for the Site and/or subscribe to the Elite Service.

Please note that certain functionality or features of the Elite Service described on the Site or Application may be not available in your country.

## **Article 6 – Term and Termination**

### **6.1 Term and Renewal**

If you are a Subscriber, the initial term of your subscription to the Elite Service will be one (1) month or one (1) year or two (2) years depending on the type of subscription chosen. Thereafter, your subscription to the Elite Service will be automatically renewed for subsequent one (1) month or one (1) year or two (2) year periods unless you have given prior notice to DEEZER of your wish to discontinue your Elite Service subscription. If you cancel your Elite Service subscription, the cancellation will become effective on the last day of the billing cycle during which we received your cancellation request. If your subscription is set to automatically renew, you hereby authorise DEEZER to charge you for the then-current Elite Service subscription fees for each month or year or two years of your subscription term.

Instructions on how to cancel your Elite Service subscription are set forth in Article 6.3 below.

### **Trial Periods**

DEEZER may also provide access to the Elite Service on the Site or Application for trial periods of varying duration ("Trial Periods"). Unless otherwise specified, your use of the Site and Elite Service during any Trial Periods will be subject to these Terms of Use and will be limited to one Trial Period per person. Unless otherwise indicated on the Site or Application, following the Trial Period, we will automatically convert your Trial Period subscription into a paid subscription for the Elite Service unless you cancel your subscription prior to the expiration of the Trial Period. You hereby authorise DEEZER to charge you for the then-current subscription fees for the Elite Service for each month or year or two years following the expiration of your Trial Period and continuing through the month or year or two years in which you cancel your subscription term as described in Article 6.3.

### **6.2 No Refund**

The Elite Service subscription fees are paid in advance. You hereby agree and acknowledge that once you have authorised DEEZER to charge you for the Elite Service subscription fees, you will not be entitled to receive a refund for such payment amounts. If you wish to cancel your account or discontinue your subscription to the Elite Service, you can contact us as set forth in Article 6.3 below.

## **6.3 Termination**

### **6.3.1 Subscription Termination by a Subscriber**

If you wish to terminate your Elite Service subscription (or if you do not wish to register for the Elite Service subscription following the Trial Period), you can do so by (i) accessing the “Cancel my Subscription” section of the Site or (ii) emailing us (<http://support.deezer.com/hc/en-gb/requests/new>). Termination of your Elite Service subscription will become effective at the end of the current monthly or yearly or two-year subscription period, provided that you have given notice of your intent to terminate at least forty-eight hours (48) prior to the end of the current subscription period. If you fail to notify DEEZER forty-eight hours (48) prior to the end of the current subscription period, we reserve the right to charge you the Elite Service subscription fees for the following month or year or two years (depending on the type of subscription chosen).

If your subscription was made via a partner website (such as iTunes), you must first check the conditions in the “My Account” section on the Site and then follow the instructions to terminate the subscription. You should be aware that the conditions (how to terminate, notice period, etc.) may vary from one platform to another.

### **6.3.2 Termination by DEEZER**

DEEZER may suspend, terminate or modify your access to the Site or Elite Service if DEEZER believes that you are in breach of these Terms of Use or in the event of any actual or suspected illegal or improper use of the Site or Elite Service, with or without prior notice.

Notwithstanding the foregoing, DEEZER may, without notice or compensation to you, terminate your access to the Site and Elite Service subscription if it believes that you have violated these Terms of Use, including without limitation, if you have done or attempted any of the following:

- Infringe, misappropriate or violate the intellectual property rights of DEEZER, its licensors or any third party.
- Bypass or attempt to bypass any technical or security measures on the Site or Application.
- Use, or attempt to use, multiple simultaneous connections to the same account.
- Use, or attempt to use, the Site or Elite Service in connection with (i) any commercial purpose, (ii) any business or public premises or (iii) any other non-personal or non-private use.

## **Article 7 – User Content and Other User Restrictions**

You are solely liable for any messages, communications, content, images, material, data or information that you publish or provide on the Site or through the Elite Service (“User Content”).

By transmitting or submitting any User Content while using the Site or Elite Service, you affirm, represent and warrant that such transmission or submission is (a) accurate and not confidential, (b) not in violation of any applicable laws, contractual restrictions or other third-party rights, and that you have permission from any third party whose personal information or intellectual property is comprised in the User Content, (c) free of viruses, adware, spyware, worms or other malicious code, and (d) you acknowledge and agree that any of your personal information within such content will at all times be processed by DEEZER in accordance with its Privacy Policy.

You further affirm, represent and warrant that your User Content (a) does not contain content or material that is threatening, pornographic, defamatory, obscene, hateful, racist, anti-Semitic or

xenophobic, (b) is not intended to harass any third party, (c) does not contain advertisements and/or solicitation for any third party, products and/or services and (d) does not contain any unsolicited or spam messages.

You own your User Content. You hereby grant DEEZER a perpetual and irrevocable worldwide, fully paid-up and royalty-free, non-exclusive, unlimited licence, including the right to sublicense and assign to third parties, and right to copy, reproduce, fix, adapt, modify, improve, translate, reformat, create derivative works from, manufacture, introduce into circulation, commercialise, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform or provide electronic access, broadcast, communicate to the public by telecommunications, display, perform, store in computer memory, and use and practise, in any way now known or in the future discovered, your User Content as well as all modified and derivative works thereof in connection with our provision of the Elite Service, including the marketing and promotion thereof.

You agree not to:

- Use any automatic system, such as scripts, to add members to your profile or send comments or messages on the Site.
- Create or use any hyperlink to the Site using the “framing” technique (programming technique offering the possibility of dividing browser windows into different independent frames in order to display the content of an external website) or the “in-line linking” technique (programming technique of concealing one element extracted from another site into a webpage, which saves storage space on the hard drive where the Site is hosted and hides from an uninformed user the initial content of which the element is part).
- Artificially use a DEEZER account, such as to artificially increase the plays of certain tracks, including via automated processes such as robots and scripts or via any other means. This is strictly prohibited.

## **Article 8 – Privacy Policy**

In connection with your use of the Site and Elite Service, please read the DEEZER Privacy Policy (<http://www.deezer.com/legal/personal-datas>) to understand how we collect and use information about you when you access, visit or use the Site or Elite Service. The DEEZER Privacy Policy is part of and governed by these Terms of Use, and by accepting these Terms of Use, you agree to be bound by the terms of the DEEZER Privacy Policy and agree that we may use information collected from you in accordance with the DEEZER Privacy Policy.

## **Article 9 – Limitation of Liability – Indemnification**

YOU ACKNOWLEDGE AND AGREE THAT DEEZER AND ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (REFERRED TO COLLECTIVELY AS THE “DEEZER PARTIES”) WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF A DEEZER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR USE OR ACCESS OF, OR INABILITY TO USE OR ACCESS, THE SITE OR ELITE SERVICE. DEEZER’s maximum liability to you for direct damages is limited to the amount that you paid to DEEZER for use of the Elite Service during the 12-month period immediately preceding the event that gave rise to such damages.

You hereby agree to indemnify and hold the DEEZER Parties harmless from any and all damages, losses, costs, claims or demands (including legal fees and court costs) and expenses incurred, suffered or

expended by DEEZER as a consequence of any third-party claims relating to or arising out of (i) your use of the Site, Application or Elite Service or (ii) your violation of any term or condition of these Terms of Use.

#### **Article 10 – Disclaimer of Warranties**

THE SITE AND ELITE SERVICE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE DEEZER PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE DEEZER PARTIES DO NOT WARRANT THAT THE SITE OR ELITE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE ELITE SERVICE OR THE SERVERS MAKING THE ELITE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY CONTENT DESCRIPTIONS OR DEPICTIONS OR OTHER CONTENT OFFERED AS PART OF THE ELITE SERVICE ARE ACCURATE, RELIABLE, CURRENT OR COMPLETE.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND ELITE SERVICE IS AT YOUR SOLE RISK. IF YOU DOWNLOAD ANY CONTENT FROM THE SITE OR ELITE SERVICE, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT THROUGH THE SITE OR ELITE SERVICE. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SITE OR ELITE SERVICE FOR ANY FEATURE OR PART THEREOF AT ANY TIME. THE DEEZER PARTIES ASSUME NO RESPONSIBILITY FOR THE DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT OR PERSONALISATION SETTINGS.

The music catalogue available as part of the Elite Service is linked to the contracts in force with third-party rights holders and may therefore change. Consequently, DEEZER cannot guarantee the availability of any determined track or album or any artist or group in the Elite Service catalogue. You agree that DEEZER will not be held liable for the removal of parts of the catalogue content offered.

DEEZER shall not be liable for any delay or non-performance resulting from causes beyond its reasonable control, including but not limited to any failure to perform hereunder, such as Internet or equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light or air conditioning.

Finally, you are solely liable for your use of the Site and Elite Service and you agree that DEEZER will not be liable for any claims arising from your use of the Site or Elite Service.

#### **Article 11 – Cookies**

DEEZER and its partners store cookies on the Subscribers' computer.

In order to obtain all information regarding (i) the use of such cookies by DEEZER and its partners and (ii) the procedure applicable to prevent the storage of such cookies, you can visit the “Personal Data and Cookies” section on the Site or read Article 7 of the DEEZER Privacy Policy (<http://www.deezer.com/legal/personal-datas>).



## **Article 12 – Intellectual Property**

The Site, the Application, the Elite Service and all elements constituting the foregoing (including but not limited to the logos, domain names, tracks or videos and their associated elements, such as the photos, images, texts and biography of the authors, artists and/or any legal beneficiary on the tracks or videos including the visuals on the packaging) (hereinafter the “DEEZER Content”) are the exclusive property of DEEZER and/or its licensors. The DEEZER Content is protected by applicable laws, including intellectual property laws. You may only access and use the DEEZER Content for the purpose of using the Elite Service in accordance with these Terms of Use.

Any unauthorised use of the Site, Elite Service or DEEZER Content without the express consent of DEEZER is strictly forbidden.

The Recordings are protected by copyright laws. Therefore, you may not use the Elite Service for any commercial purposes, including playing the Recordings in a business environment or public place. You may only access the Site and use the Elite Service for your own personal use.

Except as provided for in these Terms of Use, any other use of the Recordings is strictly prohibited. Except as provided for in these Terms of Use, you shall not download or attempt to download, transfer or attempt to transfer, permanently or temporarily, the Recordings on the hard drive of a computer or any other device (notably music players) or other physical storage medium (e.g. CD or hard drive). Any resale, exchange or renting of tracks or Recordings offered on the Site is strictly prohibited.

DEEZER may implement or use technical protection measures to prevent the unauthorised use of the Recordings. You hereby agree not to bypass, or attempt to bypass, by any means whatsoever, these technical protection measures.

## **Article 13 – Modifications to the Terms of Use**

DEEZER may amend these Terms of Use from time to time. We will post any material changes to these Terms of Use on the Site with a notice advising of the changes at least thirty (30) days before the effective date of the changes. If you have provided us with your email address, we also will endeavour to notify you of material changes to these Terms of Use by sending an email at least fifteen (15) days before the effective date of the changes to the address that you most recently provided. If you do not agree to the new terms, you may terminate your account within the applicable thirty (30) day period by (i) accessing the “Cancel my Subscription” section of the Site or (ii) emailing us (<http://support.deezer.com/hc/en-gb/requests/new>) and you will not be bound by the amended terms. Otherwise, the new terms will take effect after thirty (30) days.

## **Article 14 – Contacting DEEZER**

For any enquiries or questions regarding the Elite Service, you can contact DEEZER through the Site (<http://support.deezer.com/hc/en-gb/requests/new>).

## **Article 15 – Severability**

You and DEEZER agree that if any portion of these Terms of Use or the DEEZER Privacy Policy is held to be illegal or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or

jurisdiction and without affecting the remaining provisions of the Terms of Use, which shall remain in full force and effect.

#### **Article 16 – Jurisdiction and Disputes**

These Terms of Use shall be governed by the laws applicable to the defendant.

In the event of a dispute, the parties shall use their best efforts to reach an out-of-court settlement. If the parties are unable to reach an agreement, any claims relating to the validity, interpretation and/or performance of these Terms of Use will be brought before the court where the defendant lives, even in case of multiple defendants or third-party proceedings.

#### **Article 17 – Assignment**

DEEZER may assign or delegate these Terms of Use and/or the DEEZER Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under these Terms of Use or Privacy Policy without DEEZER's prior written consent, and any unauthorised assignment and delegation by you will be void and ineffective.

#### **Article 18 – Entire Agreement**

These Terms of Use, any supplemental policies and any documents expressly incorporated by reference herein (including DEEZER's Privacy Policy) constitute the entire agreement between you and DEEZER, and supersede all prior agreements of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and DEEZER with respect to the Elite Service.

#### **Article 19 – No Waiver**

Any failure by DEEZER to require or enforce strict performance by you of any provision of these Terms of Use or the DEEZER Privacy Policy or any failure to exercise any right thereunder shall not be construed as a waiver or relinquishment of DEEZER's right to assert or rely upon any such provision or right in that or any other instance.

The express waiver by DEEZER of any provision, condition or requirement of these Terms of Use or the DEEZER Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Except as expressly and specifically set forth in these Terms of Use, no representations, statements, consents, waivers or other acts or omissions by DEEZER shall be deemed a modification to these Terms of Use or be legally binding, unless physically documented in writing and signed by you and a duly appointed officer of DEEZER.