

# Terms of Use

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## Terms of use for Deezer Free Streaming Service

### Article 1 - General remarks

The DEEZER website, which can be found at the address <http://www.deezer.com> (hereinafter the "Site"), is a publication created, developed and operated by Deezer S.A. (hereinafter "DEEZER") a French corporation registered under number 511 716 573, with principal offices located 12 rue d'Athènes 75009 Paris, FRANCE. The Site also offers to its visitors and members the possibility to discover and access tracks through different types of services (such as smartradio) and functionalities (such as the sharing of tracks on social medias, comments).

The Site offers to any registered user a free of charge streaming service of sound recordings (hereinafter the "Recordings"), and other optional services described hereafter. Prior to the use of the Site, the user must register and create a personal account and accept without any reserve, at the time of registration, the hereby conditions of use (hereinafter the "Terms"). The use of the Site is only authorized for a personal and private use, therefore any other use, notably in public premises and businesses, is strictly forbidden.

### Article 2 - Free Streaming Service Presentation

The Site offers an advertising funded service offering free of charge on-demand streaming of Recordings with no download or tethered download functionalities, with audio and display advertising, on any device (whether non portable or portable) on an unlimited basis (hereinafter the "Free Streaming Service") to each registered user (hereinafter the "Free User").

Streaming is possible track by track, or by creating playlists, or via radios.

The functionality "my profile" enables the creation of a personal profile (hereinafter the "Profile").

The Free User recognizes that his account is accessible to every users of the Site and that some of the personal data provided by user during the creation of user account can appear on it (such as but not limited to the age, sex, visual profile, country of origin).

Optionally, the Free User recognizes that he can choose to share other personal data and/or musical information, such as his listening or favourite albums, which can also appear on member's social network pages.

### Article 3 - Access and use of the Free Streaming Service

The use of the Free Streaming Service requires a high-speed internet connection for personal computers and an Internet service for portable devices. These connections are not provided by DEEZER, therefore the Free User must first subscribe to a high speed internet and/or an internet for mobile offer in order to use the Free Streaming Service.

A connection to internet for mobile through a third generation (3G) mobile technology norm is highly recommended.

The music catalogue available, as part of the Free Streaming Service, is linked to the contracts in effect with the right holders and may therefore change. DEEZER cannot guarantee the availability of any determined track or album or any artist or group in the Free Streaming Service catalogue.

Moreover, DEEZER cannot guarantee that any determined track, album, artist or group on the Service catalog will be indefinitely available. DEEZER can never be held liable for the removal of parts of the catalogue content offered.

As a Free User, you can activate the Free Streaming Service on a personal computer (PC or MAC) and a compatible portable device. The Free Streaming Service is only accessible from one connection at a time (personal computer or compatible portable device registered). DEEZER has the technical means to verify the absence of multiple simultaneous connections on the same account and therefore detect multiple connections attempt.

#### **Article 4 – Availability and modification of the Free Streaming Service**

The Free Streaming Service can be accessed to 24 hours a day and seven days a week, within the limit of the Terms and the terms of article 11 hereunder.

However, DEEZER has the right to bring any modification and amelioration to the Free Streaming Service as it deems necessary for technical evolution.

In addition, DEEZER has the right, without prior notice or compensation, to temporarily remove access to the Free Streaming Service if necessary in order to ensure the maintenance due to technological evolution or continuity of Free Streaming Service. DEEZER also has the right, without compensation, to definitely shut the Service. Any final shutdown of the Free Streaming Service will be notified via the Site or via the Application.

#### **Article 5 – Terms of access to the Free Streaming Service**

The Free User declares being capable to accept the hereby Terms, which means that he has the legal required age and he is not under a legal protection measure (such as legal guardianship) or if the Free User is under the legal age, has a parental authorization giving him permission to register.

#### **Article 6 - Free Users liability**

i) The Free User is solely liable for any messages, content or information published by himself on the Site; DEEZER is only considered as an internet service hosting provider and cannot be held liable for the content published by the members on the Site and upon which DEEZER has no control or supervision.

The Free User expressly agrees, in order to avoid being held liable, that he will ensure that the messages published by him on the Site do not, notably but not limited to:

- Constitute a violation of third parties intellectual property rights; therefore the member agrees not to publish, on the Site, content protected under copyright law, a registered trademark or more generally any content protected by any other intellectual property rights held by third parties without the prior consent of the owner or owners of the said rights,
- Contain any computer virus which can interrupt, destroy or affect the Site's functionalities; Applaud crimes or contain illegal or threatening messages or of a paedophile, pornographic, defamatory, obscene, hateful, racist, anti-semitic, xenophobic, revisionist nature or against public orders and good manners;
- Infringe a right to private life or disrespect third parties dignity;
- Encourage violence, fanaticism, crime, suicide, hate linked to religion, race, sex, sexual preferences, ethnicity;
- Harass other members;
- Promote or encourage any criminal activity or enterprise;
- Request and/or communicate passwords and/or personal information for commercial or illegal purpose;
- Transmit emails chains, unsolicited massive emails, instant messages, advertising messages and spam messages;

- Contain advertisement and/or solicitation in order to offer products and/or services to sell through the Site;
- Contain addresses or internet links transferring to external website whose content violates any law and regulation in effect, infringes third party rights or violates the Terms.

ii) The Free User agrees not to use any automatic system such as scripts in the purpose of adding Members to his Profile and/or send comments or messages.

iii) The Free User is solely responsible for the conservation and the confidentiality of his password and agrees not to communicate, at any time, his password to any other member nor use the account, name or password of any other member.

The Free User certifies the accuracy of the information given to DEEZER for his registration and agrees to notify any modification.

iv) The Free User recognizes that DEEZER has the right, in case his use of the Site would violate the Terms and more broadly the right of third parties, laws and regulation in effect, to proceed immediately and without any notice to his removal from the Site services and/or block his access to the Site.

v) DEEZER has the right, in case the Free User would violate the legislation or infringe any third parties rights, to provide upon request of any legitimate authority (courts, administrative authorities, and police forces), any information enabling or facilitating the identification of the offender.

## **Article 7 – Privacy Policy**

This section reflects DEEZER's commitment with respect to the protection of the Free User's privacy and personal data collected and processed during the Free User's use of the Site and the services of DEEZER in accordance with the conditions set out in the Conditions of Use (the "Data").

DEEZER undertakes to comply with the applicable legislation regarding the protection of privacy concerning the processing of personal data. These processing operations have been declared to the French National Data Protection Organisation (CNIL).

### **7.1 Data collected**

The Data collected and further processed by us are those that the Free User voluntarily provides to us through the registration form on the Site (the « Registration Form ») or on the page « My Information » of his/her account and concerns at a minimum, the username, the age, the gender and a valid e-mail address.

When the Free User uses the Site and the services of DEEZER, some Data are collected automatically notably technical data (such as the IP address of his/her computer or mobile device) and information relating to his/her use of the pages of the Site and features of the services of DEEZER, to the exclusion of any other.

### **7.2 Purpose of the data processing**

The Data, identified as mandatory in the Registration Form, are required in order to benefit from the Site and services of DEEZER's features (notably for accessing the Site and the services of DEEZER).

The non mandatory Data provided by the Free User or the ones automatically collected by the Site enable us (i) to personalize and improve the Free User's use of the Site and the services of DEEZER and (ii) to analyse and create statistics regarding the Free User's use of the Site and the services of DEEZER.

If the Free User has agreed to it, the Data collected can also be used for the management of commercial relationships in order to enable DEEZER to personalize and improve its services and the information sent to the Free User.

The Data will also enable DEEZER to send newsletters to the e-mail address provided in the Registration Form (or as modified in his/her account) or push notifications on the Free User's mobile devices. If the Free User does not wish to receive newsletters or push notifications, he/she can unsubscribe at any time through the link

provided at the bottom of each newsletter or by modifying the Data in the section "Alert & Sharing" of his/her account (to access this section, please [click here](#))

The Data are also kept for security reasons, in order to comply with DEEZER's legal and regulatory obligations.

### **7.3 Data recipients**

The Data will not be shared with third parties without your express consent.

However, the Free User is hereby informed that the Data may be disclosed pursuant to a law, a regulation, or a decision by a regulatory or competent legal authority or, if deemed necessary, for the purpose of preserving the rights and interests of DEEZER.

If the Free User has agreed to it, he/she may receive offers from DEEZER's partners to the e-mail address provided in the Registration Form (or as modified in his/her account).

For the management of the Free User's subscription, the Data may be shared with companies in charge of the management, processing and execution of the payment procedure.

For the management of your newsletters or push notifications, your Data may be shared with the company Appboy in charge of the management, processing and dispatch of DEEZER's newsletters or push notifications.

DEEZER may share Data as part of the Free User's use of third parties' applications made available in the page "Application" of the Site (the "Applications"). DEEZER undertakes to share the Data only when the Free User has expressly agreed to this sharing when using each Application. The Free User recognizes and agrees that the privacy policy of DEEZER's partners apply to the use made by them of the Data we shared with the Free User's consent or that they collect directly from him/her.

### **7.4 Transfer of your Data**

As part of the processing of the Data, they may be transferred by DEEZER to servers located in several countries.

The Free User is hereby informed that the Data may be transferred in a country other than his/her country of residence and notably outside of the European Union.

Moreover, the Free User is informed that as part of his/her use of the Applications, the Data that he/she agrees to share with DEEZER's partners may be transferred in a country other than his/her country of residence and notably outside of the European Union. The Free User is hereby informed that the privacy policies of our partners, available in the Applications, apply to the processing by such partners of your Data.

Finally, the Free User is informed that in order for him/her to receive DEEZER's newsletters or push notifications, the Data may be transferred in a country other than his/her country of residence and notably outside of the European Union.

### **7.5 Data security**

DEEZER attaches great importance to the security of the Data and takes all appropriate steps to minimise the risks of loss, deterioration or incorrect use of the Data.

### **7.6 Data storage**

The Data are stored with the Site's host identified in the [Legal Notice](#) and will be stored for the duration of time strictly necessary to fulfil the aforementioned purposes.

After this time period, the Data will be stored for statistical purposes only and will not be used in any other way.

### **7.7 Your rights**

The Free User has the right to access and correct his/her Data upon request by contacting us through the "Contact us" section or by sending a letter to the following address: Deezer S.A., 12 rue d'Athènes 75009 Paris.

The Free User can find all the information linked to the collect and use of his/her Data in the Privacy Policy, available [here](#).

#### **Article 8 – Cookies**

DEEZER and its partners may implement cookies on the Free User's computer.

The Free User shall obtain all information regarding (i) the use of such cookies by DEEZER and its partners and (ii) the procedure applicable to prevent the implementation of such cookies, in the Privacy Policy available [here](#).

#### **Article 9 – Disclaimer of Warranties**

The Free User declares being informed of the confines and limitations of the internet network.

As a result, DEEZER disclaims liability for the dysfunction of the Free Streaming Service access, the opening and consultation velocity of the Site pages, the listening velocity of the tracks, the temporary or final inaccessibility of the Free Streaming Service, and the fraudulent use by third parties of the information provided on the Site or the Application.

Therefore, it is the Free User's duty to protect his personal data and information or other equipments notably against any form of intrusion and/or virus contamination and for which DEEZER can never be held liable. DEEZER can never be held liable of any dysfunction or damage caused to the Free User's equipment.

More broadly, DEEZER disclaims any liability if a breach of any obligation results from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other 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 and more broadly any unstoppable and unforeseen event which prevent the good execution of the orders.

DEEZER disclaims liability in case the Free Streaming Service would turn out to be incompatible with certain equipments and/or functionalities of the equipment of the Free User.

Finally, the Free User is solely liable of his use of the Free Streaming Service and cannot held DEEZER liable for any claim and/or procedure made against him. The Free User shall take in charge every claim, complaint or objection and more broadly any proceedings filed against DEEZER by a third party in relation to his use of the Free Streaming Service.

#### **Article 10 – Intellectual Property**

The general structure of the Site, the Application, the Free Streaming Service and all elements composing it (such as but not limited to the logos, domain names, tracks or videos, and there associated elements such as the photos, images, texts and biography of the authors, artists and/or any legal beneficiary on the tracks or videos but also the visuals on the packaging) are the exclusive property of DEEZER and/or his licensors (notably the records and videos producers, the record companies, authors society).

These elements are protected by intellectual property laws and others, and notably the copyright. You can only use these elements for the purpose of using the Free Streaming Service, in conformity with the Terms.

Any total or partial representation of the Site, of the Free Streaming Service and/or the elements composing it (as described above) by any means without the express consent of DEEZER is therefore forbidden and would be considered as counterfeiting which is punished by law.

Any hyperlink to the Site and using the "framing" technique (programming technique offering the possibility to divide browser windows into different independent frames in order to display the content of an external website) or the "in-line linking" technique (programming to make disappear into a webpage one element extracted from another site, which saves stock space on the hard drive where the Site is hosted and enables to

hide from an uninformed user the initial content of which the element is part) is strictly prohibited. Any artificial use of a Deezer account (such use for instance aiming at artificially or abnormally increase the plays of certain specific music tracks), via automated processes such as robots and scripts or via any other means, is strictly prohibited.

The tracks on the Free Streaming Service are protected numerical files by national and international copyright and neighboring rights. Therefore, and in conformity with the Intellectual Property Rights, only their listening within a private and family circle is allowed. Any use for a non private purpose will expose the Free User to civil and/or criminal proceedings. Any other use of the numerical files is strictly forbidden and more particularly any download or attempt to download, any transfer or attempt to transfer permanently or temporarily on the hard drive of a computer or any other device (notably music players), any burn or attempt to burn a CD or any other support are expressly forbidden. Any resale, exchange or renting of these files are strictly prohibited.

The Free User recognizes that the recordings provided to him on the Site are protected by technical protection measures set up by DEEZER in order to prevent or limit, depending on the technology offered, the unauthorized use of the Recordings under the Terms.

The Free User agrees not to bypass, by any means, these technical protection measures, for the purpose of downloading these files and enable their conservation within the storage unit of his reception terminal whatever it is (Computer, mobile phone, music player and other portable music disc player).

#### **Article 11 – Suspension and/or termination initiated by DEEZER or by a Free User**

Without prejudice of any damages that DEEZER may ask, DEEZER has the right to suspend access to the Free Streaming Service to a Free User and/or terminate by rights, without notice or compensation, its subscription to the Free Streaming Service in case:

- The Free User does not respect the Terms and notably:
  - o Does not respect the Intellectual Property rights of DEEZER or its licensors;
  - o Bypass or attempts to bypass the technical measures of protection set up by DEEZER;
  - o Uses multiple simultaneous connections to the same account or attempts to do so;
  - o Provides false information at the time of his subscription to the Free Streaming Service.
- Activities prejudicial to DEEZER's commercial interests.

Free Users can unregister at any time from the Site through "My account".

#### **Article 12 – Modifications of the Terms**

DEEZER has the right to modify in its sole discretion the Terms. DEEZER will inform the Free User, through an email at the address given on the Free User's account, of any modification of the Terms at least 15 (fifteen) days prior to their effectiveness. In case the Free User would not accept these modifications, he will be free to unregister from his account on the Site as mentioned in Article 11 above, this termination becoming effective at the next monthly subscription due date.

#### **Article 13 – Customer service department**

For any information or question regarding the Free Streaming Service, you can contact DEEZER through the Site by clicking on the section "Contact us" or by addressing a mail to the following address:

**Deezer**

12 rue d'Athènes 75009 Paris  
France

#### **Article 14 – Nullity of a term**

In case one of the clauses of the Terms would be declared void or voidable for any reason, the other clauses will still apply without any modification.

#### **Article 15 – Jurisdiction and litigation**

The Terms are governed by the law applicable to the defendant.

In case of litigation, the parties will try to reach an agreement before any judicial proceeding. If no agreement can be reached, any claim regarding the validity, the interpretation and/or the execution of the Terms will have

to be brought before the court where the defendant lives and thus even if there are multiple defenders or in case of guarantee enforcement.

## **Terms of Use and Sale Deezer Premium Service**

### **Article 1 – General remarks**

The DEEZER website, which can be found at the address <http://www.deezer.com> (hereinafter the “Site”), is a publication created, developed and operated by Deezer S.A. (hereinafter “DEEZER”) a French corporation registered under number 511 716 573, with principal offices located 12 rue d'Athènes 75009 Paris, FRANCE.

The Site offers to its visitors and members the possibility to discover and access tracks through different types of services (such as smartradio) and functionalities (such as the sharing of tracks on social medias, comments). The Site also offers an unlimited service of on-demand music through a paid subscription (hereinafter altogether “the Premium Service”).

The hereby conditions of use and sale (hereinafter the “Terms”) exclusively govern the Premium Service provided by DEEZER. These conditions apply against any other terms, notably the ones in effect for other services – free or paid – offered on the Site.

The purpose of the hereby Terms is to define the contractual and commercial relationship between DEEZER, on one hand, and any subscriber to the Premium Service (hereinafter the “Subscriber”), on the other hand.

The use of the Site and of the Premium Service is only authorized for a personal and private use, therefore any other use, notably in public premises and businesses, is strictly forbidden.

The subscription and access to the Premium Service strictly depend on the prior consent without any restriction and reserve to all the Terms.

### **Article 2 – Premium Service Presentation**

The Premium Service is a service offered and operated by DEEZER enabling, by consenting to the hereby Terms, from a personal computer to listen to unlimited music in high quality audio and without any advertisement.

From the Site, and once he has subscribed, the Subscriber has access to all functionalities of the Premium Service.

The main characteristics of this Service are the followings:

- Unlimited access, to listen to the tracks part of the Premium Service music catalog and the Site playlists;
- No advertisement;
- A high sound quality.

The Premium Service is accessible to the Subscriber until the end of his subscription as indicated on the subscription page of the Site at the time of such subscription.

DEEZER may offer the Premium Service for limited time periods at a retail price as defined from time to time by DEEZER in the subscription page on the Site (hereinafter the “Special Offers”). DEEZER reserves the right, in its discretion, to determine users’ eligibility for the Special Offers and to withdraw or to modify a Special Offer with no liability.

Once the subscription is expired or terminated, the unlimited access and listening are not authorized anymore. The tracks can be listened to during the entire time of the subscription, but cannot be downloaded, transferred or burned on any support whatsoever.

DEEZER informs the Subscriber that it is not responsible of advertisements displayed within content provided and hosted by third parties and which can eventually be integrated within the Site or the Application.

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

The use of the Premium Service requires a high-speed internet connection. These connections are not provided by DEEZER, therefore the Subscriber must first subscribe to a high speed internet service offer in order to use the Premium Service.

The music catalogue available, as part of the Service, is linked to the contracts in effect with the right holders and may therefore change. DEEZER cannot guarantee the availability of any determined track or album or any artist or group in the Premium Service catalogue. Moreover, DEEZER cannot guarantee that any determined track, album, artist or group on the Premium Service catalogue will be indefinitely available. DEEZER can never be held liable for the removal of parts of the catalog's content offered.

As a subscriber, you can activate the Premium Service on a personal computer (PC or MAC). The Premium Service is only accessible from one connection at a time. DEEZER has the technical means to verify the absence of multiple simultaneous connections on the same account and therefore detect multiple connections attempt.

#### **Article 4 – Availability and modification of the Premium Service**

The Premium Service can be accessed to 24 hours a day and 7 days a week, within the limit of the Terms and the terms of Article 11 hereunder.

However, DEEZER has the right to bring any modification and amelioration to the Premium Service as it deems necessary for technical evolutions.

In addition, DEEZER has the right, without prior notice or compensation, to temporarily remove access to the Premium Service, if necessary, in order to ensure its maintenance due to technology evolution or its continuity.

The Subscriber recognizes that DEEZER cannot be held liable and waives any right to compensation and/or action against DEEZER in that respect. The temporary interruptions of the Premium Service will be, when possible, notified on the Site at least 24 (twenty four) hours before they occur, unless they are urgent. DEEZER also has the right, without compensation, to definitely shutdown the Premium Service. Any final shutdown of the Premium Service will be notified via the Site at least 1 (one) month before it occurs, the Subscriber will not be accountable for any payment from the date of the Premium Service shutdown.

#### **Article 5 – Absence of the right to revocation – duration – renewal – termination – upgrade to the Premium + Service.**

##### **5.1 No right of revocation**

The Subscriber expressly recognizes and agrees that the supplying of the Premium Service starts at the time of validation of the subscription and acknowledges that he consequently loses his right to withdraw from the subscription. Accordingly, no request of revocation, cancellation or refund will be accepted after such validation.

##### **5.2 Duration**

DEEZER offers a monthly subscription (or any other duration depending on the offers made on the Site). Some trial or discovery periods of the Premium Service of different duration may be offered on the Site, temporarily or not. Unless otherwise indicated, these trial and discovery periods will be submitted to the hereby Terms and will be limited to one subscription (same IP address (Internet Protocol) and/or same email address) no matter the trial or discovery offer concerned.

##### **5.3 Renewal**

Except termination by the Subscriber within the terms of article 5.4, the subscription to the Premium Service is tacitly renewed for the exact same duration than the initial one.

In case of a tacit renewal, the price in effect for the subscription concerned will be fully applied to the subscriber.

Unless otherwise indicated on the Site and except termination by the Subscriber respecting the terms of article 5.4, any trial or discovery offer is automatically transformed into a monthly subscription at the price indicated in the offer or, otherwise, at the price applicable to the monthly subscription of the Premium Service.

#### **5.4 Termination**

If the subscription was made directly from the Site, in order to terminate a subscription the Subscriber must go to their account under the section called "Terminate my Subscription". Termination will be effective at the end of the current subscription period, if actioned at least 48 (forty eight) hours in advance. For a trial or discovery period, termination occurs on the date and hour of termination as indicated in the Subscriber's account, unless otherwise indicated on the Site.

If the subscription was made via a partner site (such as iTunes for example), the Subscriber must first check the conditions from the "My Account" section on the Site, then follow the instructions to terminate the subscription. The Subscriber should be aware that conditions (how to terminate, within what time frame, etc.) may vary from one platform to another.

#### **5.5 Upgrade to Premium+ Service**

In case the Subscriber switches from the Premium Service to the Premium + Service, the upgrade will take effect immediately as authorised by DEEZER. Henceforth, DEEZER will immediately charge the Subscriber for the newly activated Premium + Service subscription, regardless of whether the subscription period for the Premium Service has come to an end or not, meaning that if the Subscriber is upgrading to the Premium+ Service during the Premium Service subscription period, DEEZER will charge the Subscriber for both Services.

There will be no refund of the price paid for the Premium subscription due to the upgrade.

#### **Article 6 – Terms of Access to the Service**

The Subscriber declares being capable to accept the hereby Terms, which means that he has the legal required age and he is not under a legal protection measure (such as legal guardianship) or if the Subscriber is under the legal majority, has a parental authorization giving him permission to subscribe.

#### **Article 7 – Creation of an account**

In order to subscribe to a Premium Service, every user must:

- Create an account on the Site or, if the user is already registered, log on the Site;
- Provide the information requested on the subscription form;
- Give his consent to the Terms;
- Pay the price for his subscription through one of the payment systems offered;
- Confirm his registration.

The Subscriber agrees to provide true, accurate and sincere information on him.

Once his registration has been validated, DEEZER will send to the Subscriber a confirmation email at the email address given at the time of registration.

Subject to the other conditions of the Terms, the subscription to the Service will only become effective when DEEZER sends the confirmation email mentioned above. DEEZER recommends to the Subscriber to save and/or print this email.

The Subscriber can modify the password given on his account at any time by clicking on the section "My information"

The Subscriber agrees to provide true, accurate and sincere information on him.

The Subscriber agrees to inform DEEZER, without delay, of any modification to the information provided at the time of the Service subscription and notably any modification of his email address or bank details. The Subscriber can modify these information at any time on his account on the Site by clicking on the section "My information".

The Subscriber must immediately inform DEEZER of any loss or unauthorized use of his account, his identification details and his password. The passwords and identification details are personal and the Subscriber agrees not to communicate them. As a result, the Subscriber is solely responsible for their use.

The Subscriber is solely liable for the consequences due to the use of his account, and thus until its deactivation, and as a result, the Subscriber recognizes that DEEZER and all its partners, co-contracting party or right holders cannot be held liable on this matter, unless the Subscriber can prove that the use of his identification details and/or account results from a fraud by a third party.

#### **Article 8 – Price**

The subscription price is indicated on the Site and includes all taxes.

DEEZER has the right to modify the price of every subscription offers. DEEZER will inform each subscriber through an email to the address provided by the Subscriber at the time of registration to the Service (or later on modify on his account) of any price increase at least 15 (fifteen) days before it becomes effective. In such case, the Subscriber, not willing to accept this increase, can terminate his subscription through his account on the Site; as mentioned at article 5 above, this termination will be effective at the following monthly subscription due date. If the Subscription is not terminated, the new price will be applicable to the Subscriber.

Any increase of the VAT (Value Added Tax) will be impacted automatically and immediately on the Premium Service price. It will be the same in case of the creation of a new tax that will be based on the price of the Premium Service and applicable to DEEZER. The conditions for termination applicable in case of modification of the Premium Service's price mentioned above, will apply in the same conditions in case of a modification resulting from the increase or creation of new taxes.

It is reminded that the connection and communication (internet) costs relating to the use of the Premium Service are not supported by DEEZER and must be supported only by the Subscriber.

#### **Article 9 – Payment of the price**

Different payment methods are offered on the Site (credit cards, prepaid cards, PayPal and/or other payment methods).

It is underlined that when a subscriber communicates to DEEZER his bank details, they are not kept by DEEZER. Depending on the duration of the subscription chosen by the Subscriber, the Subscription price has to be paid monthly or annually. The payment will be made, at the beginning of each month or year, at the time of subscription and then each month or year, by debit until the termination of his subscription, whether the termination initiates from the subscriber or DEEZER.

In order to optimize the security of the transactions, DEEZER has chosen the payment systems of different companies with which it has entered into agreements. The guarantees provided by DEEZER in term of transactions security are identical to the ones obtained by DEEZER from these editors of the payment systems. Failing to provide conflicting elements by the Subscriber, the computerized records, kept within the DEEZER computer systems and his partners on reasonable security conditions, will be considered as proof of communications, orders, validations and payments which occurred between the Subscriber and DEEZER. These information will be enforceable between the Subscriber and DEEZER unless the Subscriber can provide conflicting written proof.

#### **Article 10 – Territory**

The subscription to the Service is reserved to physical person, living in the effective country and owning a credit card produce by a bank established in this country.

#### **Article 11 – Subscriber liability**

i) The Subscriber is solely liable for any messages, content or information published by himself on the Site; DEEZER is only considered as an internet service hosting provider and cannot be held liable for the content published by the members on the Site and upon which DEEZER has no control or supervision.

The Subscriber expressly agrees, in order to avoid being held liable, that he will ensure that the messages published by him on the Site do not, notably but not limited to:

- Constitute a violation of third parties intellectual property rights; therefore the member agrees not to publish, on the Site, content protected under copyright law, a registered trademark or more generally any content protected by any other intellectual property rights held by third parties without the prior consent of the owner or owners of the said rights,
- Contain any computer virus which can interrupt, destroy or affect the Site's functionalities;
- Applaud crimes or contain illegal or threatening messages or of a paedophile, pornographic, defamatory, obscene, hateful, racist, anti-semitic, xenophobic, revisionist nature or against public orders and good manners;
- Infringe a right to private life or disrespect third parties dignity;
- Encourage violence, fanaticism, crime, suicide, hate linked to religion, race, sex, sexual preferences, ethnicity;
- Harass other members;
- Promote or encourage any criminal activity or enterprise;
- Request and/or communicate passwords and/or personal information for commercial or illegal purpose;
- Transmit emails chains, unsolicited massive emails, instant messages, advertising messages and spam messages;
- Contain advertisement and/or solicitation in order to offer products and/or services to sell through the Site;
- Contain addresses or internet links transferring to external website whose content violates any law and regulation in effect, infringes third party rights or violates the Terms.

ii) The Subscriber agrees not to use any automatic system such as scripts in the purpose of adding users to his Profile and/or send comments or messages.

iii) DEEZER has the right, in case the Subscriber would violate the legislation or infringe any third parties rights, to provide upon request of any legitimate authority (courts, administrative authorities, and police forces), any information enabling or facilitating the identification of the offender.

#### **Article 12 – Disclaimer of Warranties**

The Subscriber declares being informed of the confines and limitations of the internet network.

As a result, DEEZER disclaims any liability for the dysfunction of the Premium Service access, the opening and consultation velocity of the Site pages, the listening velocity of the tracks, the temporary or final inaccessibility to the Premium Service, and the fraudulent use by third parties of the information provided on the Site.

Therefore, it is the Subscriber's duty to protect his personal data and information or other equipments notably against any form of intrusion and/or virus contamination and for which DEEZER can never be held liable. DEEZER can never be held liable of any dysfunction or damage caused to the Subscriber's equipment.

More broadly, DEEZER disclaims any liability if a breach of any obligation results from acts of god, nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, 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 and more broadly any unstoppable and unforeseen event which prevent the good execution of the orders.

DEEZER disclaims any liability in case the Premium Service would turn out to be incompatible with certain equipments and/or functionalities of the Subscriber's equipment.

Finally, the Subscriber is solely liable of his use of the Service and cannot held DEEZER liable for any claim and/or proceedings against him. The Subscriber shall take in charge every claim, complaint or objection and more broadly any proceedings filed against DEEZER by a third party in relation to his use of the Service.

#### **Article 13 – Privacy Policy**

This section reflects DEEZER's commitment with respect to the protection of the Subscriber's privacy and personal data collected and processed during the Subscriber's use of the Site and the services of DEEZER in accordance with the conditions set out in the Conditions of Use (the "Data").

DEEZER undertakes to comply with the applicable legislation regarding the protection of privacy concerning the processing of personal data. These processing operations have been declared to the French National Data Protection Organisation (CNIL).

### **13.1 Data collected**

The Data collected and further processed by us are those that the Subscriber voluntarily provides to us through the registration form on the Site (the « Registration Form ») or on the page « My Information » of his/her account and concerns at a minimum, the username, the age, the gender and a valid e-mail address.

When the Subscriber uses the Site and the services of DEEZER, some Data are collected automatically notably technical data (such as the IP address of his/her computer or mobile device) and information relating to his/her use of the pages of the Site and features of the services of DEEZER, to the exclusion of any other.

### **13.2 Purpose of the data processing**

The Data, identified as mandatory in the Registration Form, are required in order to benefit from the Site and services of DEEZER's features (notably for accessing the Site and the services of DEEZER).

The non- mandatory Data provided by the Subscriber or the ones automatically collected by the Site enable us (i) to personalize and improve the Subscriber's use of the Site and the services of DEEZER and (ii) to analyse and create statistics regarding the Subscriber's use of the Site and the services of DEEZER.

If the Subscriber has agreed to it, the Data collected can also be used for the management of commercial relationships in order to enable DEEZER to personalize and improve its services and the information sent to you.

The Data will enable DEEZER to send newsletters to the e-mail address provided in the Registration Form (or as modified in his/her account) or push notifications on the Subscriber's mobile devices. If the Subscriber does not wish to receive newsletters or push notifications, he/she can unsubscribe at any time through the link provided at the bottom of each newsletter or by modifying the Data in the section "Alert & Sharing" of his/her account (to access this section, please [click here](#))

The Data are also kept for security reasons, in order to comply with DEEZER's legal and regulatory obligations.

### **13.3 Data recipients**

The Data will not be shared with third parties without your express consent.

However, the Subscriber is hereby informed that the Data may be disclosed pursuant to a law, a regulation, or a decision by a regulatory or competent legal authority or, if deemed necessary, for the purpose of preserving the rights and interests of DEEZER.

If the Subscriber has agreed to it, he/she may receive offers from DEEZER's partners to the e-mail address provided in the Registration Form (or as modified in his/her account).

For the management of the Subscriber's subscription, the Data may be shared with companies in charge of the management, processing and execution of the payment procedure.

For the management of the Subscriber's newsletters or push notifications, the Data may be shared with the company Appboy in charge of the management, processing and dispatch of DEEZER's newsletters or push notifications.

DEEZER may share Data as part of the Subscriber's use of third parties' applications made available in the page "Application" of the Site (the "Applications"). DEEZER undertakes to share the Data only when the Subscriber has expressly agreed to this sharing when using each Application. The Subscriber recognizes and agrees that

the privacy policy of DEEZER's partners apply to the use made by them of the Data we shared with the Subscriber's consent or that they collect directly from you.

#### **13.4 Transfer of your Data**

As part of the processing of the Data, they may be transferred by DEEZER to servers located in several countries.

The Subscriber is hereby informed that the Data may be transferred in a country other than his/her country of residence and notably outside of the European Union.

Moreover, the Subscriber is informed that as part of his/her use of the Applications, the Data that he/she agrees to share with DEEZER's partners may be transferred in a country other than his/her country of residence and notably outside of the European Union. The Subscriber is hereby informed that the privacy policies of our partners, available in the Applications, apply to the processing by such partners of the Data.

Finally, the Subscriber is informed that in order for him/her to receive DEEZER's newsletters or push notifications, the Data may be transferred in a country other than his/her country of residence and notably outside of the European Union.

#### **13.5 Data security**

DEEZER attaches great importance to the security of the Data and takes all appropriate steps to minimise the risks of loss, deterioration or incorrect use of the Data.

#### **13.6 Data storage**

The Data are stored with the Site's host identified in the [Legal Notice](#) and will be stored for the duration of time strictly necessary to fulfil the aforementioned purposes.

After this time period, the Data will be stored for statistical purposes only and will not be used in any other way.

#### **13.7 Your rights**

The Subscriber has the right to access and correct his/her Data upon request by contacting us through the "[Contact us](#)" section or by sending a letter to the following address: Deezer S.A., 12 rue d'Athènes 75009 Paris.

The Subscriber can find all the information linked to the collect and use of his/her Data in the Privacy Policy, available [here](#).

#### **Article 14 – “Cookies”**

DEEZER and its partners may implement cookies on the Subscriber's computer.

The Subscriber shall obtain all information regarding (i) the use of such cookies by DEEZER and its partners and (ii) the procedure applicable to prevent the implementation of such cookies, in the Privacy Policy available [here](#).

#### **Article 15 – Intellectual Property**

The general structure of the Site, the Application, the Premium Service and all elements composing it (such as but not limited to the logos, domain names, tracks or videos, and there associated elements such as the photos, images, texts and biography of the authors, artists and/or any legal beneficiary on the tracks or videos but also the visuals on the packaging) are the exclusive property of DEEZER and/or his licensors (notably the records and videos producers, the record companies, authors society).

These elements are protected by intellectual property laws and others, and notably the copyright. You can only use these elements for the purpose of using the Service, in conformity with the Terms.

Any total or partial representation of the Site, of the Service and/or the elements composing it (as described above) by any means without the express consent of DEEZER is therefore forbidden and would be considered as counterfeiting which is punished by law.

Any hyperlink to the Site and using the “framing” technique (programming technique offering the possibility to divide browser windows into different independent frames in order to display the content of an external

website) or the “in-line linking” technique (programming to make disappear into a webpage one element extracted from another site, which saves stock space on the hard drive where the Site is hosted and enables to hide from an uninformed user the initial content of which the element is part) is strictly prohibited. Any artificial use of a Deezer account (such use for instance aiming at artificially or abnormally increase the plays of certain specific music tracks), via automated processes such as robots and scripts or via any other means, is strictly prohibited.

The tracks on the Service are protected numerical files by national and international copyright and neighboring rights. Therefore, and in conformity with the Intellectual Property Rights, only their listening within a private and family circle is allowed. Any use for a non private purpose will expose the Subscriber to civil and/or criminal proceedings. Any other use of the numerical files is strictly forbidden and more particularly any download or attempt to download, any transfer or attempt to transfer permanently or temporarily on the hard drive of a computer or any other device (notably music players), any burn or attempt to burn a CD or any other support are expressly forbidden. Any resale, exchange or renting of these files are strictly prohibited.

The Subscriber recognizes that the recordings provided to him on the Site are protected by technical protection measures set up by DEEZER in order to prevent or limit, depending on the technology offered, the unauthorized use of the Recordings under the Terms.

The Subscriber agrees not to bypass, by any means, these technical protection measures, for the purpose of downloading these files and enable their conservation within the storage unit of his reception terminal whatever it is (Computer, mobile phone, music player and other portable music disc player.

#### **Article 16 – Suspension and/or termination initiated by DEEZER or the Subscriber**

Without prejudice of any damages that DEEZER may ask, DEEZER has the right to suspend access to the Service to a Subscriber and/or terminate by rights, without notice or compensation, its subscription to the Service in case:

- The Subscriber does not respect the Terms and notably:

- Does not respect the Intellectual Property rights of DEEZER or its licensors
- bypass or attempts to bypass the technical measures of protection set up by DEEZER
- Uses multiple simultaneous connections to the same account or attempts to do so
- Provides false information at the time of his subscription to the Service.

- Total or partial default of payment by the Subscriber of the price of his Subscription

- Activities prejudicial to DEEZER’s commercial interests.

As far as the Subscriber is concerned, he will be able to terminate, without notice nor compensation to the benefit of DEEZER, his contract or subscription if DEEZER breaches his substantial obligations defined in the Terms or with a legitimate reason such as, notably, his computer being stolen, technical inconsistency of the Service with the Subscriber’s equipments.

#### **Article 17 – Modifications of the Terms**

DEEZER has the right to modify in its sole discretion the Terms. BLOCKMUSIK will inform the Subscriber, through an email at the address given on the Subscriber’s account, of any modification of the Terms at least 15 (fifteen) days prior to their effectiveness. In case the Subscriber would not accept these modifications, he will be free to terminate his subscription from his account on the Site as mentioned in Article 5 above, this termination becoming effective at the next monthly subscription due date. In case the Subscriber does not terminate the subscription, the new Terms will therefore apply from the following subscription due date after the Terms became effective

#### **Article 18 – Customer service department**

For any information or question regarding the Service, you can contact DEEZER through the Site by clicking on the section “Contact us” or by addressing a mail to the following address:

**Deezer**

12 rue d’Athènes 75009 Paris

FRANCE

## **Article 19 – Nullity of a term**

In case one of the clauses of the Terms would be declared void or voidable for any reason, the other clauses will still apply without any modification.

## **Article 20 – Jurisdiction and litigation**

The Terms are governed by the law applicable to the defendant.

In case of litigation, the parties will try to reach an agreement before any judicial proceeding. If no agreement can be reached, any claim regarding the validity, the interpretation and/or the execution of the Terms will have to be brought before the court where the defendant lives and thus even if there are multiple defenders or in case of guarantee enforcement.

## **Terms of Use and Sale Deezer Premium + Service**

### **Article 1 – General remarks**

The DEEZER website, which can be found at the address <http://www.deezer.com> (hereinafter the “Site”), is a publication created, developed and operated by Deezer S.A. (hereinafter “DEEZER”) a French corporation registered under number 511 716 573, with principal offices located 12 rue d'Athènes 75009 Paris, FRANCE.

The Site offers to its visitors and members the possibility to discover and access tracks through different types of services (such as smartradio) and functionalities (such as the sharing of tracks on social medias, comments).

The Site also offers an unlimited service of on-demand music and mobile service with a temporary download functionality through a paid subscription (hereinafter altogether “the Premium + Service”).

The hereby conditions of use and sale (hereinafter the “Terms”) exclusively govern the Premium + Service provided by DEEZER. These conditions apply against any other terms, notably the ones in effect for other services – free or paid – offered on the Site.

The purpose of the hereby Terms is to define the contractual and commercial relationship between DEEZER, on one hand, and any subscriber to the Premium + Service (hereinafter the “Subscriber”), on the other hand.

The use of the Site and of the Premium + Service is only authorized for a personal and private use, therefore any other use, notably in public premises and businesses, is strictly forbidden.

The subscription and access to the Premium + Service strictly depend on the prior consent without any restriction and reserve to all the Terms.

### **Article 2 – Premium + Service Presentation**

The Premium + Service is a service offered and operated by DEEZER enabling, by consenting to the hereby Terms, from a personal computer to listen to unlimited music in high quality audio and without any advertisement.

From the Site or the Application, and once he has subscribed, the Subscriber has access to all functionalities of the Premium + Service.

The main characteristics of the Premium + Service are the followings:

- Unlimited access, for the purpose of temporary download on three authorized devices (non portable or portable devices) the tracks part of the Premium + Service music catalogue and the Site playlists, in order to then listen to them when offline;
- No advertisement;
- A high sound quality.

The Premium + Service is accessible by the Subscriber until the end of his subscription as indicated on the subscription page of the Site at the time of such subscription.

DEEZER may offer the Premium + Service for limited time periods at a retail price as defined from time to time by DEEZER in the subscription page on the Site (hereinafter the "Special Offers"). DEEZER reserves the right, in its discretion, to determine users' eligibility for the Special Offers and to withdraw or to modify a Special Offer with no liability.

Once the subscription is expired or terminated, the unlimited access, the download functionality and listening are not authorized anymore.

The Premium + Service is accessible from a personal computer (PC or Mac) by connecting to the Site or from a portable device through the application Deezer Premium + (hereinafter the "Application") which needs to be downloaded by the Subscriber. The Premium + Service is also accessible without any internet connection, by clicking on the "Offline Mode" button of the Site or the Application.

The Subscriber shall use the Google Chrome browser to be able to use the Offline Mode on his personal computer.

By using the Offline Mode, the Subscriber can only access to the tracks, albums and playlists that he has previously temporarily downloaded, from the Site or the Application, on its device (non portable or portable device).

The temporary downloading of tracks, albums or playlists is possible through the Offline Mode button which appears on the pages of the Site or of the Application. The downloaded tracks can then be listened without any Internet connection or 3G mobile technology during the entire duration of the Subscription, but cannot however be transferred or burned on any support whatsoever.

DEEZER informs the Subscriber that it is not responsible of advertisements displayed within content provided and hosted by third parties and which can eventually be integrated within the Site or the Application.

### **Article 3 – Use of the Premium + Service**

The use of the Premium + Service requires a high-speed internet connection and an Internet service for portable devices. These connections are not provided by DEEZER, therefore the Subscriber must first subscribe to a high speed internet and/or an internet for mobile offer in order to use the Service.

A connection to internet for mobile through a third generation (3G) mobile technology norm is highly recommended.

The music catalogue available, as part of the Premium + Service, is linked to the contracts in effect with the right holders and may therefore change. DEEZER cannot guarantee the availability of any determined track or album or any artist or group in the Premium + Service catalogue. Moreover, DEEZER cannot guarantee that any determined track, album, artist or group on the Service catalog will be indefinitely available. DEEZER can never be held liable for the removal of parts of the catalogue content offered.

As a subscriber, you can activate the Premium + Service on a personal computer (PC or MAC) and a compatible portable device registered with the Premium + Service. The Premium + Service is only accessible from one connection at a time (personal computer or compatible portable device registered). DEEZER has the technical means to verify the absence of multiple simultaneous connections on the same account and therefore detect multiple connections attempt.

### **Article 4 – Availability and modification of the Premium + Service**

The Premium + Service can be accessed to 24 hours a day and seven days a week, within the limit of the Terms and the terms of Article 11 hereunder.

However, DEEZER has the right to bring any modification and amelioration to the Premium + Service as it deems necessary for technical evolution.

In addition, DEEZER has the right, without prior notice or compensation, to temporarily remove access to the Premium + Service if necessary in order to ensure the maintenance due to technological evolution or continuity of the Premium + Service. The Subscriber recognizes that DEEZER cannot be held liable and waives any right to compensation and/or action against DEEZER in that respect. The temporary Premium + Service interruptions will be, when possible, notified on the Site at least 24 (twenty four) hours before they occur, unless they are urgent. DEEZER also has the right, without compensation, to definitely shut the Service. Any final shutdown of the Premium + Service will be notified via the Site at least 1 (one) month before it occurs or via the Application, the Subscriber will not be accountable for any payment from the date of the Premium + Service shutdown.

## **Article 5 – Absence of the right to revocation – duration – renewal – termination – downgrade to Premium service.**

### **5.1 No right of revocation**

The Subscriber expressly recognizes and agrees that the supply of the Service starts at the time of validation of the subscription and acknowledges that he consequently loses his right to withdraw from the subscription. Accordingly, no request for revocation, cancellation or refund will be accepted after such validation.

### **5.2 Duration**

DEEZER offers a monthly subscription (or any other duration depending on the offers made on the Site or the Application). Some trial or discovery periods of the Service of different duration may be offered on the Site or the Application, temporarily or not. Unless otherwise indicated, these trial and discovery periods will be submitted to the hereby Terms and will be limited to one subscription (same IP address (Internet Protocol) and/or same email address) no matter the trial or discovery offer.

### **5.3 Renewal**

Except termination by the Subscriber within the provisions of article 5.4, the subscription to the Service is tacitly renewed for the exact same duration than the initial one.

In case of a tacit renewal, the price in effect for the subscription concerned will be fully applied to the Subscriber.

Unless otherwise indicated on the Site or on the Terms and except termination by the Subscriber respecting the provisions of article 5.4, any trial or discovery offer is automatically transformed into a monthly subscription at the price indicated in the offer or, otherwise, at the price applicable to the monthly subscription of the Premium + Service.

### **5.4 Termination**

If the subscription is made directly from the Site, in order to terminate a subscription the Subscriber must go to their account under the section of the Site called "Terminate my Subscription". Termination will be effective at the end of the current subscription period, if actioned at least 48 (forty eight) hours in advance. For a trial or discovery period, termination occurs on the date and hour of termination as indicated in the Subscriber's account, unless otherwise indicated on the Site.

If the subscription was made via a partner website (such as iTunes for example), the Subscriber must first check the conditions from the "My Account" section on the Site, then follow the instructions to terminate the subscription. The Subscriber should be aware that conditions (how to terminate, within what time frame, etc.) may vary from one platform to another.

### **5.5 Upgrade to Premium + Service**

In case the Subscriber switches from the Premium Service to the Premium + Service, the upgrade will take effect immediately as authorised by DEEZER. Henceforth, DEEZER will immediately charge the Subscriber for the newly activated Premium + Service subscription, regardless of whether the subscription period for the

Premium Service has come to an end or not, meaning that if the Subscriber is upgrading to the Premium + Service during the Premium Service subscription period, DEEZER will charge the Subscriber for both Services. There will be no refund of the price paid for the Premium Service subscription due to the upgrade.

#### **Article 6 – Terms of access to the Premium + Service**

The Subscriber declares being capable to accept the hereby Terms, which means that he has the legal required age and he is not under a legal protection measure (such as legal guardianship) or if the Subscriber is under the legal age, has a parental authorization giving him permission to subscribe.

The Subscriber declares living in the effective country and owning a credit card issued by a bank established in this country.

#### **Article 7 – Creation of an account**

In order to subscribe to a Premium + Service, every user must:

- Create an account on the Site or download and create an account on the Application or, if the user is already registered, log on the Site or on the Application
- Provide the information requested on the subscription form;
- Give his consent to the Terms;
- Pay the price for his subscription through one of the payment systems offered;
- Confirm his registration.

The Subscriber agrees to provide true, accurate and sincere information on him.

Once his registration has been validated, DEEZER will send to the Subscriber a confirmation email at the email address given at the time of registration.

Subject to the other conditions of the Terms, the subscription to the Service will only become effective when DEEZER sends the confirmation email mentioned above. DEEZER recommends to the Subscriber to save and/or print this email.

The Subscriber can modify the password given on his account at any time by clicking on the section “My information”.

The Subscriber agrees to inform DEEZER, without delay, of any modification to the information provided at the time of the Service subscription and notably any modification of his email address or bank details. The Subscriber can modify these information at any time on his account on the Site by clicking on the section “My information”.

The Subscriber must immediately inform DEEZER of any loss or unauthorized use of his account, his identification details and his password. The passwords and identification details are personal and the Subscriber agrees not to communicate them. As a result, the Subscriber is solely responsible for their use.

The Subscriber is solely liable for the consequences due to the use of his account, and thus until its deactivation, and as a result, the Subscriber recognizes that DEEZER and all its partners, co-contracting party or right holders cannot be held liable on this matter, unless the Subscriber can prove that the use of his identification details and/or account results from a fraud by a third party.

#### **Article 8 – Price**

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

DEEZER has the right to modify the price of every subscription offers. DEEZER will inform each subscriber through an email to the address provided by the Subscriber at the time of registration to the Premium + Service (or later by modifying it on his account) of any price increase at least 15 (fifteen) days before it becomes effective. In such case, the Subscriber, not willing to accept this increase, can terminate his subscription the termination section of the Site; as mentioned at article 5 above, this termination will be

effective at the following monthly subscription due date. If the Subscription is not terminated, the new price will be applicable to the Subscriber.

Any increase of the VAT (Value Added Tax) will be impacted automatically and immediately on the Premium + Service price. It will be the same in case of the creation of a new tax that will be based on the price of the Premium + Service and applicable to DEEZER. The conditions for termination applicable in case of modification of the Premium + Service price mentioned above, will apply in the same conditions in case of a modification resulting from the increase or creation of new taxes.

It is reminded that the connection and communication (internet) costs relating to the use of the Premium + Service are not supported by DEEZER and must be supported only by the Subscriber.

#### **Article 9 – Payment of the price**

Different payment methods are offered on the Site (credit card, prepaid card, PayPal and/or other payment methods).

It is underlined that when a Subscriber communicates to DEEZER his bank details, they are not kept by DEEZER. Depending on the duration of the subscription chosen by the Subscriber, the Subscription price has to be paid monthly or annually. The payment will be made, at the beginning of each month or year, at the time of subscription and then each month or year, by debit until the termination of his subscription, whether the termination initiates from the Subscriber or DEEZER.

In order to optimize the security of the transactions, DEEZER has chosen the payment systems of different companies with which it has entered into agreements. The guarantees provided by DEEZER in term of transactions security are identical to the ones obtained by DEEZER from these editors of the payment systems. Failing to provide conflicting elements brought by the Subscriber, the computerized records, kept within the DEEZER computer systems and his partners on reasonable security conditions, will be considered as proof of communications, orders, validations and payments which occurred between the Subscriber and DEEZER. These information will be enforceable between the Subscriber and DEEZER unless the Subscriber can provide conflicting written proof.

#### **Article 10 – Territory**

The subscription to the Service is reserved to physical person, living in the effective country and owning a credit card produced by a bank established in his country.

#### **Article 11 – Subscriber liability**

i) The Subscriber is solely liable for any messages, content or information published by himself on the Site; DEEZER is only considered as an internet service hosting provider and cannot be held liable for the content published by the members on the Site and upon which DEEZER has no control or supervision.

The Subscriber expressly agrees, in order to avoid being held liable, that he will ensure that the messages published by him on the Site do not, notably but not limited to:

- Constitute a violation of third parties intellectual property rights; therefore the member agrees not to publish, on the Site, content protected under copyright law, a registered trademark or more generally any content protected by any other intellectual property rights held by third parties without the prior consent of the owner or owners of the said rights,
- Contain any computer virus which can interrupt, destroy or affect the Site's functionalities;
- Applaud crimes or contain illegal or threatening messages or of a paedophile, pornographic, defamatory, obscene, hateful, racist, anti-semitic, xenophobic, revisionist nature or against public orders and good manners;
- Infringe a right to private life or disrespect third parties dignity;
- Encourage violence, fanaticism, crime, suicide, hate linked to religion, race, sex, sexual preferences, ethnicity;
- Harass other members;
- Promote or encourage any criminal activity or enterprise;

- Request and/or communicate passwords and/or personal information for commercial or illegal purpose;
- Transmit emails chains, unsolicited massive emails, instant messages, advertising messages and spam messages;
- Contain advertisement and/or solicitation in order to offer products and/or services to sell through the Site;
- Contain addresses or internet links transferring to external website whose content violates any law and regulation in effect, infringes third party rights or violates the Terms.

ii) The Subscriber agrees not to use any automatic system such as scripts in the purpose of adding users to his Profile and/or send comments or messages.

iii) DEEZER has the right, in case the Subscriber would violate the legislation or infringe any third parties rights, to provide upon request of any legitimate authority (courts, administrative authorities, and police forces), any information enabling or facilitating the identification of the offender.

## **Article 12 – Disclaimer of Warranties**

The Subscriber declares being informed of the confines and limitations of the internet network.

As a result, DEEZER disclaims liability for the dysfunction of the Premium + Service access, the opening and consultation velocity of the Site pages, the listening velocity of the tracks, the temporary or final inaccessibility of the Premium + Service, and the fraudulent use by third parties of the information provided on the Site or the Application.

Therefore, it is the Subscriber's duty to protect his personal data and information or other equipments notably against any form of intrusion and/or virus contamination and for which DEEZER can never be held liable. DEEZER can never be held liable of any dysfunction or damage caused to the Subscriber's equipment.

More broadly, DEEZER disclaims any liability if a breach of any obligation results from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other 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 and more broadly any unstoppable and unforeseen event which prevent the good execution of the orders.

DEEZER disclaims liability in case the Service would turn out to be incompatible with certain equipments and/or functionalities of the equipment of the Subscriber.

Finally, the Subscriber is solely liable of his use of the Service and cannot held DEEZER liable for any claim and/or procedure made against him. The Subscriber shall take in charge every claim, complaint or objection and more broadly any proceedings filed against DEEZER by a third party in relation to his use of the Service.

## **Article 13 – Privacy Policy**

This section reflects DEEZER's commitment with respect to the protection of the Subscriber's privacy and personal data collected and processed during the Subscriber's use of the Site and the services of DEEZER in accordance with the conditions set out in the Conditions of Use (the "Data").

DEEZER undertakes to comply with the applicable legislation regarding the protection of privacy concerning the processing of personal data. These processing operations have been declared to the French National Data Protection Organisation (CNIL).

### **13.1 Data collected**

The Data collected and further processed by us are those that the Subscriber voluntarily provides to us through the registration form on the Site (the « Registration Form ») or on the page « My Information » of his/her account and concerns at a minimum, the username, the age, the gender and a valid e-mail address.

When the Subscriber uses the Site and the services of DEEZER, some Data are collected automatically notably technical data (such as the IP address of his/her computer or mobile device) and information relating to his/her use of the pages of the Site and features of the services of DEEZER, to the exclusion of any other.

### **13.2 Purpose of the data processing**

The Data, identified as mandatory in the Registration Form, are required in order to benefit from the Site and services of DEEZER's features (notably for accessing the Site and the services of DEEZER).

The non-mandatory Data provided by the Subscriber or the ones automatically collected by the Site enable us (i) to personalize and improve the Subscriber's use of the Site and the services of DEEZER and (ii) to analyse and create statistics regarding the Subscriber's use of the Site and the services of DEEZER.

If the Subscriber has agreed to it, the Data collected can also be used for the management of commercial relationships in order to enable DEEZER to personalize and improve its services and the information sent to you.

The Data will enable DEEZER to send newsletters to the e-mail address provided in the Registration Form (or as modified in his/her account) or push notifications on the Subscriber's mobile devices. If the Subscriber does not wish to receive newsletters or push notifications, he/she can unsubscribe at any time through the link provided at the bottom of each newsletter or by modifying the Data in the section "Alert & Sharing" of his/her account (to access this section, please [click here](#))

The Data are also kept for security reasons, in order to comply with DEEZER's legal and regulatory obligations.

### **13.3 Data recipients**

The Data will not be shared with third parties without your express consent.

However, the Subscriber is hereby informed that the Data may be disclosed pursuant to a law, a regulation, or a decision by a regulatory or competent legal authority or, if deemed necessary, for the purpose of preserving the rights and interests of DEEZER.

If the Subscriber has agreed to it, he/she may receive offers from DEEZER's partners to the e-mail address provided in the Registration Form (or as modified in his/her account).

For the management of the Subscriber's subscription, the Data may be shared with companies in charge of the management, processing and execution of the payment procedure.

For the management of the Subscriber's newsletters or push notifications, the Data may be shared with the company Appboy in charge of the management, processing and dispatch of DEEZER's newsletters or push notifications.

DEEZER may share Data as part of the Subscriber's use of third parties' applications made available in the page "Application" of the Site (the "Applications"). DEEZER undertakes to share the Data only when the Subscriber has expressly agreed to this sharing when using each Application. The Subscriber recognizes and agrees that the privacy policy of DEEZER's partners apply to the use made by them of the Data we shared with the Subscriber's consent or that they collect directly from you.

### **13.4 Transfer of your Data**

As part of the processing of the Data, they may be transferred by DEEZER to servers located in several countries.

The Subscriber is hereby informed that the Data may be transferred in a country other than his/her country of residence and notably outside of the European Union.

Moreover, the Subscriber is informed, that as part of his/her use of the Applications, the Data that he/she agrees to share with DEEZER's partners may be transferred in a country other than his/her country of residence and notably outside of the European Union. The Subscriber is hereby informed that the privacy policies of our partners, available in the Applications, apply to the processing by such partners of the Data.

Finally, the Subscriber is informed that in order for him/her to receive DEEZER's newsletters or push notifications, the Data may be transferred in a country other than his/her country of residence and notably outside of the European Union.

### **13.5 Data security**

DEEZER attaches great importance to the security of the Data and takes all appropriate steps to minimise the risks of loss, deterioration or incorrect use of the Data.

### **13.6 Data storage**

The Data are stored with the Site's host identified in the [Legal Notice](#) and will be stored for the duration of time strictly necessary to fulfil the aforementioned purposes.

After this time period, the Data will be stored for statistical purposes only and will not be used in any other way.

### **13.7 Your rights**

The Subscriber has the right to access and correct his/her Data upon request by contacting us through the "[Contact us](#)" section or by sending a letter to the following address: Deezer S.A, 12 rue d'Athènes 75009 Paris.

The Subscriber can find all the information linked to the collect and use of his/her Data in the Privacy Policy, available [here](#).

## **Article 14 – “Cookies”**

DEEZER and its partners may implement cookies on the Subscriber's computer.

The Subscriber shall obtain all information regarding (i) the use of such cookies by DEEZER and its partners and (ii) the procedure applicable to prevent the implementation of such cookies, in the Privacy Policy available [here](#).

## **Article 15 – Intellectual Property**

The general structure of the Site, the Application, the Premium + Service and all elements composing it (such as but not limited to the logos, domain names, tracks or videos, and there associated elements such as the photos, images, texts and biography of the authors, artists and/or any legal beneficiary on the tracks or videos but also the visuals on the packaging) are the exclusive property of DEEZER and/or his licensors (notably the records and videos producers, the record companies, authors society).

These elements are protected by intellectual property laws and others, and notably the copyright. You can only use these elements for the purpose of using the Service, in conformity with the Terms.

Any total or partial representation of the Site, of the Service and/or the elements composing it (as described above) by any means without the express consent of DEEZER is therefore forbidden and would be considered as counterfeiting which is punished by law.

Any hyperlink to the Site and using the “framing” technique (programming technique offering the possibility to divide browser windows into different independent frames in order to display the content of an external website) or the “in-line linking” technique (programming to make disappear into a webpage one element extracted from another site, which saves stock space on the hard drive where the Site is hosted and enables to hide from an uninformed user the initial content of which the element is part) is strictly prohibited. Any artificial use of a Deezer account (such use for instance aiming at artificially or abnormally increase the plays of certain specific music tracks), via automated processes such as robots and scripts or via any other means, is strictly prohibited.

The tracks on the Service are protected numerical files by national and international copyright and neighboring rights. Therefore, and in conformity with the Intellectual Property Rights, only their listening within a private and family circle is allowed. Any use for a non private purpose will expose the Subscriber to civil and/or

criminal proceedings. Any other use of the numerical files is strictly forbidden and more particularly any download or attempt to download, any transfer or attempt to transfer permanently or temporarily on the hard drive of a computer or any other device (notably music players), any burn or attempt to burn a CD or any other support are expressly forbidden. Any resale, exchange or renting of these files are strictly prohibited.

The Subscriber recognizes that the recordings provided to him on the Site are protected by technical protection measures set up by DEEZER in order to prevent or limit, depending on the technology offered, the unauthorized use of the Recordings under the Terms.

The Subscriber agrees not to bypass, by any means, these technical protection measures, for the purpose of downloading these files and enable their conservation within the storage unit of his reception terminal whatever it is (Computer, mobile phone, music player and other portable music disc player).

#### **Article 16 – Suspension and/or termination initiated by DEEZER or the Subscriber**

Without prejudice of any damages that DEEZER may ask, DEEZER has the right to suspend access to the Service to a Subscriber and/or terminate by rights, without notice or compensation, its subscription to the Service in case:

- The Subscriber does not respect the Terms and notably:
  - o Does not respect the Intellectual Property rights of DEEZER or its licensors
  - o Bypass or attempts to bypass the technical measures of protection set up by DEEZER
  - o Uses multiple simultaneous connections to the same account or attempts to do so
  - o Provides false information at the time of his subscription to the Service.
- Total or partial default of payment by the Subscriber of the price of his Subscription
- Activities prejudicial to DEEZER's commercial interests.

As far as the Subscriber is concerned, he will be able to terminate, without notice nor compensation to the benefit of DEEZER, his contract or subscription if DEEZER breaches his substantial obligations defined in the Terms or with a legitimate reason such as, notably, his computer being stolen, technical inconsistency of the Service with the Subscriber's equipments.

#### **Article 17 – Modifications of the Terms**

DEEZER has the right to modify in its sole discretion the Terms. DEEZER will inform the Subscriber, through an email at the address given on the Subscriber's account, of any modification of the Terms at least 15 (fifteen) days prior to their effectiveness. In case the Subscriber would not accept these modifications, he will be free to terminate his subscription from his account on the Site as mentioned in Article 5 above, this termination becoming effective at the next monthly subscription due date. In case the Subscriber does not terminate the subscription, the new Terms will therefore apply from the following subscription due date after the Terms became effective.

#### **Article 18 – Customer service department**

For any information or question regarding the Service, you can contact DEEZER through the Site by clicking on the section "Contact us" or by addressing a mail to the following address:

**Deezer**  
12 rue d'Athènes 75009 Paris  
FRANCE

#### **Article 19 – Nullity of a term**

In case one of the clauses of the Terms would be declared void or voidable for any reason, the other clauses will still apply without any modification.

#### **Article 20 – Jurisdiction and litigation**

The Terms are governed by the law applicable to the defendant.

In case of litigation, the parties will try to reach an agreement before any judicial proceeding. If no agreement can be reached, any claim regarding the validity, the interpretation and/or the execution of the Terms will have to be brought before the court where the defendant lives and thus even if there are multiple defenders or in case of guarantee enforcement.

## **Terms of Use of Deezer Elite Service**

These Terms of Service (the "Terms of Service") apply if (i) you are located in a country where Deezer Elite (the "Elite Service") is available, and (ii) you are an eligible Sonos customer according to the terms and conditions below. These Terms of Service describe the terms pursuant 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 (the "Offer"). These Terms of Service apply when you access, visit or use the Elite Service.

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

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

The use of the Elite Service is only authorized for personal and private use, therefore any other use, including any use of the Elite Service for a commercial purpose 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 made available to eligible Sonos customers ("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 go to [www.deezer.com](http://www.deezer.com).

Eligible Sonos Customers shall be defined as a Sonos customer who purchases a Sonos « player », and who is not otherwise excluded from the Offer as expressly set forth below.

Eligible Sonos Customers can only benefit once from the free trial of the Offer. Eligible Sonos Customers shall not be eligible to redeem the trial period of the Offer if they previously have 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 telecommunication carrier will not be eligible to the Offer. The Offer is not available in countries where the Elite Service is not available.

#### **1.2 Offer**

The Offer consists of (1) a free of charge trial to the Elite Service, and of a monthly or yearly or two years subscription to the Elite Service for Deezer users registered with the Discovery offer or (2) a yearly subscription to the Elite service for users subscribed to a Premium+ offer. The trial period is of up to 30 consecutive days for Eligible Sonos Customers.

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

Detailed instructions of how the Offer can be redeemed and activated are provided to you at the time of purchase of 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 Service from a personal computer or portable device and to listen to an unlimited amount of music in higher quality audio (than is made available through DEEZER's other streaming services, where available) without any advertisements.

The main characteristics of the Elite Service are the following:

- Unlimited access, on up to three authorized devices (personal computers or mobile devices) for the purpose of temporarily downloading the Recordings, in order to then listen to them when offline;
- No advertisements; and
- a majority of the music tracks available are in the following format: FLAC audio bitstream data (CD quality, 16 bits, stereo, 44,1kHz).

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

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

The Elite Service is accessible from a personal computer operating the Microsoft Windows, Google Chrome OS or Apple OSX operating systems by connecting to the Site or from a portable device operating the Apple iOS or Google Android operating systems 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 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.

The temporary downloading of tracks, albums or playlists is possible through the Offline Mode button which appears on the pages of the Site or of the 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 Service**

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

For Subscribers accessing the Site or 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 License**

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

##### **3.1.2 Access**

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

In order to subscribe to a 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, log on the Site or on the Application;
- Provide the information requested on the subscription form;
- Consent to these Terms of Service;
- Pay the subscription price for the Elite Service through one of the payment systems offered;
- Confirm your subscription.

As a Subscriber, you hereby agrees 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 to you a confirmation email at the email address you provided at the time of registration. Your subscription to the Elite Service will only become effective when DEEZER sends the confirmation email mentioned above. 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 inform DEEZER, without delay, of any modification to the information you provided at the time of the Service subscription and notably any modification of the email address or bank details you provided in connection with your subscription.

You must immediately inform DEEZER if you lose your account credentials (i.e. account name and password) or if you become aware of any unauthorized 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 credentials.

As a Subscriber, you may activate the Elite Service on a personal computer operating the Microsoft Windows, Google Chrome OS or Apple OSX operating systems or a portable device operating the Apple iOS or Google Android operating systems registered with the Elite Service. The Elite Service is only accessible from 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 Service.

### **3.2 Price**

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

DEEZER has the right to modify the subscription price from time to time. DEEZER will inform you of any price increase fifteen (15) calendar days before it becomes effective by sending you an email to the email address you have provided. In such case, if you are not willing 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, this 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 beginning after the fifteen (15) day notice period.

Any increase of the sales tax will be automatically and immediately impacted on the Elite Service price. It will be the same in case of the creation of a new tax that will be based on the price of the Elite Service and applicable to DEEZER. The conditions for termination applicable in case of modification of the Elite Service price mentioned above, will apply in 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 or MasterCard credit cards and PayPal.

It is underlined that when a Subscriber communicates to DEEZER his bank details, they are not kept by DEEZER. The subscription price is paid in advance on a monthly or yearly or two years basis depending on the type of subscription chosen by you. By agreeing to the subscription, you authorize DEEZER to charge you for the subscription fees on a monthly, yearly or two years basis depending on the type of subscription chosen by you. 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 unauthorized use or disclosure. Additionally, DEEZER's third party payment providers strive to adhere to PCI/DSS standards of transactions security.

### **Article 4 – Availability and modification of the Service**

DEEZER uses reasonable efforts to make the 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 Service, as deemed necessary by DEEZER, including to perform maintenance of Site or the Service.

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

If DEEZER elects, in its discretion, to discontinue access to the Site or Service, DEEZER will notify you via the Site or Application and you will not be charged any additional subscription fees after the date your access to Site or Service has been terminated.

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

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

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

Please note that certain functionalities or features of the 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 you have chosen. Thereafter, your subscription to the Elite Service will be automatically renewed for subsequent one (1) month or one (1) year or two (2) years periods unless you have provided 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 authorize 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 make available on the Site or the Application access to the Elite Service for trial periods of varying duration ("Trial Periods"). Unless otherwise indicated, your use of the Site and Service during any Trial Periods will be subject to these Terms of Service and will be limited to one Trial Period per person. Unless otherwise indicated on the Site or Application, following the Trial Period, we automatically will 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 authorize 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 authorized 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 Initiated by a Subscriber**

If you wish to terminate your Elite Service subscription (or if you wish to not be enrolled in the Elite Service subscription following a Trial Period), you can do so by (1) accessing the "Terminate my Subscription" section of the Site or (2) 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 years subscription period, provided that you have provided 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 Elite Service subscription fees for the following month or year or two years (depending on the type of subscription you have chosen).

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

### **6.3.2. Termination initiated by DEEZER**

DEEZER may suspend, terminate or modify your access to the Site or Service if DEEZER believes that you are failing to comply with these Terms of Service or for any actual or suspected illegal or improper use of the Site or Service, with or without notice to you.

Without limiting the foregoing, DEEZER may, without notice or compensation to you, terminate your access to the Site and Elite Service subscription if it believes you have violated these Terms of Service, including, without limitation, if you have done or attempted to do 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 Service in connection with any (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 Service ("User Content").

By transmitting or submitting any User Content while using the Site or 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 advertisement 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 license, 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, commercialize, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, 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 Service, including marketing and promotions thereof.

You agree not to:

- use any automatic system, such as scripts, to add members to your profile or to send comments or messages on the Site.
- Create or use any hyperlink to the Site using the "framing" technique (programming technique offering the possibility to divide browser windows into different independent frames in order to display the content of an external website) or the "in-line linking" technique (programming to make disappear into a webpage one element extracted from another site, which saves stock space on the hard drive where the Site is hosted and enables to hide from an uninformed user the initial content of which the element is part); or

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, is strictly prohibited.

#### **Article 8 – Privacy Policy**

In connection with your use of the Site and Service, please review the DEEZER Privacy Policy <http://www.deezer.com/legal/personal-datas> in order to understand how we collect and use information about you when you access, visit or use the Site or Service. The DEEZER Privacy Policy is part of and is governed by these Terms of Service and by accepting these Terms of Service, 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 UNDERSTAND AND AGREE THAT DEEZER AND ITS PARENTS, SUBSIDIARIES, PARTNERS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (COLLECTIVELY, 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 SERVICES. Deezer's maximum liability to you for direct damages is limited to the amount you paid to Deezer for use of the Service during the twelve-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's claim relating to or arising out of: (i) your use of the Site, Application or Service or (ii) your violation of any term or condition of these Terms of Service.

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

THE SITE AND SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE 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 SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICE OR THE SERVERS THAT MAKE THE 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 SERVICE, ARE ACCURATE, RELIABLE, CURRENT OR COMPLETE.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND SERVICE IS AT YOUR SOLE RISK. IF YOU DOWNLOAD ANY CONTENT FROM THE SITE OR 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 SERVICE. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SITE OR 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 PERSONALIZATION SETTINGS.

The music catalogue available as part of the Service is linked to the contracts in effect with third party rights holders and may therefore change. Therefore, 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 failure to perform resulting from causes outside the reasonable control of DEEZER, including without limitation 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 of your use of the Site and Elite Service and you agree that DEEZER will not be liable for any claim arising from your use of the Site or Service.

#### **Article 11 – Cookies**

DEEZER and its partners implement cookies on 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 implementation of such cookies, you can visit the section "Personal Data and Cookies" on the Site or review Section 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 composing of the foregoing (such as but not limited to the logos, domain names, tracks or videos, and there 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) (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 Service in accordance with these Terms of Service.

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

The Recordings are protected by copyright laws. Therefore, you may not use the 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 Service for your own personal use.

Except as provided in these Terms of Service, any other use of the Recordings is strictly prohibited. Except as provided in these Terms of Service, 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 unauthorized use of the Recordings. You hereby agree not to bypass, or attempt to bypass, by any means, these technical protection measures.

#### **Article 13 – Modifications of the Terms of Service**

DEEZER may amend these Terms of Service from time to time. We will post any material changes to these Terms of Service 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 Service by sending an email at least fifteen (15) days before the effective date of the changes to the email address you most recently provided to us. If you do not agree to the new terms, you may terminate your account within the applicable thirty (30) day period by (1) accessing the "Terminate my Subscription" section of the Site or (2) 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 – Contact DEEZER**

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

#### **Article 15 – Nullity of a term**

You and DEEZER agree that if any portion of these Terms of Service or of the DEEZER Privacy Policy is found 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 Service, which shall continue to be in full force and effect.

#### **Article 16 – Jurisdiction and litigation**

The Terms are governed by the law applicable to the defendant.

In case of litigation, the parties will try to reach an agreement before any judicial proceeding. If no agreement can be reached, any claim regarding the validity, the interpretation and/or the execution of the Terms will have to be brought before the court where the defendant lives and thus even if there are multiple defenders or in case of guarantee enforcement.

#### **Article 17 – Assignment**

DEEZER may assign or delegate these Terms of Service 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 the Terms of Service or Privacy Policy without DEEZER's prior written consent, and any unauthorized assignment and delegation by you is void and ineffective.

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

These Terms of Service, any supplemental policies and any documents expressly incorporated by reference herein (including DEEZER's Privacy Policy), contain the entire understanding of you and DEEZER, and supersede all prior understandings 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 Service.

#### **Article 19 – No Waiver**

The failure of DEEZER to require or enforce strict performance by you of any provision of these Terms of Service or the DEEZER Privacy Policy or failure to exercise any right under them 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 Service 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 Service, no representations, statements, consents, waivers, or other acts or omissions by DEEZER shall be deemed a modification of these Terms of Service nor be legally binding, unless documented in physical writing, hand signed by you and a duly appointed officer of DEEZER.

## Terms of use of Deezer for Developers

The web site <http://www.deezer.com> (hereinafter the "Site") is an interactive and social musical website, edited by Deezer.

Deezer SA is a French corporation with an income of 128.535,25 €, registered under number 511 716 573, with its principal offices located at 12 rue d'Athènes 75009 Paris, FRANCE.

Deezer is hereinafter referred to as "DEEZER" for these terms (hereinafter the "Terms").

### **I. SERVICES DESCRIPTION**

The Site offers the possibility for any developer (hereinafter the "Developer") to access free of charge the DEEZER application programming interface (hereinafter the "DEEZER API") and the DEEZER plugins, widgets and exportable player (hereinafter the "DEEZER Plugins") in order to customize his personal site and/or develop personal web pages, blog (hereinafter the "Webpages") and personal applications (hereinafter "Personal Applications") providing access to all textual, visual, audio and any other content that may be provided by DEEZER from time to time (altogether hereinafter the "Content").

Access both to the DEEZER API and to DEEZER Plugins (altogether hereinafter the "Services") is strictly subordinate to the acceptance without any reserve and the respect of the present Terms by every developer. The Developer, by accepting this Terms, enters into a legally binding agreement with DEEZER to abide by the same.

DEEZER has the right to amend these Terms for any reason at any time without any prior notice or liability to the Developer. The latest updated version available at [www.deezer.com/developers/](http://www.deezer.com/developers/) will be binding upon the Developer immediately upon posting.

### **II. ACCESS TO THE SERVICES**

#### **Access to the DEEZER API**

a) Upon the acceptance of these Terms, the Developer shall be granted a free access to the DEEZER API in order to develop Webpages and/or Personal Applications.

Access to the DEEZER API shall be provided to the Developer on the Site following the process indicated at the following URL: <http://www.deezer.com/developers/simpleapi>.

It is specified that, regarding the access to the DEEZER API, are full part of this Terms the Trademark Guidelines provided by DEEZER at: <http://www.deezer.com/developers/simpleapi> regarding the use of DEEZER's logos.

Furthermore, beyond the mandatory Trademark Guidelines, DEEZER provides Developer, at the same address, with a non-mandatory document, the Graphical Toolkit, which explains how to reproduce DEEZER's visual identity and look and feel.

The DEEZER API shall provide access to the following contents: Album, Artist, Comment, Editorial, Playlist, Radio, Search, Track, User, and any other contents displayed by DEEZER from time to time.

The Developer recognizes that it shall be granted no right upon the DEEZER API, the Personal Application that it shall develop and the Content of the Services.

b) Developer agrees that DEEZER may set up technical measures which permit to oversee Developer's use of the DEEZER API and compliance with the Terms.

c) Developer agrees that DEEZER has the right at any time for any reason and at its own discretion to modify, restrict or remove Developer access to the DEEZER API and to the Site, without any prior notice or liability to the Developer.

#### **Use of the DEEZER Plugins**

Upon the acceptance of these Terms, the Developer shall be granted a free and unlimited access to the DEEZER Plugins in order to integrate them into Webpages and/or Personal Applications.

Access to the DEEZER API shall be provided to the Developer on the Site following the process indicated at the following URL: <http://www.deezer.com/developers/musicplugins>

The Developer recognizes that it shall be granted no right upon the DEEZER Plugins and the Content provided by DEEZER, which remains at any time exclusive property of DEEZER or its right holders.

Developer agrees that DEEZER has the right at any time for any reason and at its own discretion to modify, restrict or remove Developer access to the DEEZER Plugins and to the Site, without any prior notice or liability to the Developer.

### **III. DEVELOPER WARRANTY**

Developer warrants and represents to DEEZER that he:

- 1) Provides true and complete information to DEEZER when creating a Developer account on the Site.
- 2) Possesses all rights, licenses or any other authorizations or permissions necessary to develop his Webpage and/or Personal Applications.
- 3) Will not modify, edit, disassemble, decompile or reverse-engineer the DEEZER API or any part of the Services.
- 4) Will comply with all local and international laws and regulations, including, all applicable intellectual property and data protection laws, especially by implementing standards of privacy and confidentiality when using any part of the DEEZER Services.
- 5) Will ensure that his Webpage and/or Personal Applications in which the Services are used abide by public order and good manners (i.e. is not defamatory, obscene, injurious, ateful, discriminatory or sexual explicit), and more broadly do not infringe effective laws and regulations.
- 6) Will not use the Services in any way or on any website that is associated or promotes in whatever manner the illegal or unauthorized use, streaming, download, or sharing of music and associated elements content, including but not limited to the Content provided by DEEZER.
- 7) Will indemnify, and keep DEEZER, its affiliates, licensees, assigns, successors, customers, users, all third-party advertisers, right-holders, technology providers and service providers, and each of their respective employees, directors and representatives, fully and effectively indemnified from and against any and all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all reasonable professional costs and expenses), suffered or incurred by one of the persons listed above arising out of or in connection with any claims, actions or proceedings which arise out of or are related to: (i) the Developer's access, retrieval and use of the Services; (ii) any breach by Developer of the warranties contained in this Section III; and (iii) violation by Developer of any provision of the Terms.

### **IV. NON-COMMERCIAL USE**

The Developer agrees that the use of the Services is strictly limited for a non-commercial purpose and in a non-commercial environment.

It means that the Developer shall not perceive, receive, generate, benefit or create directly or indirectly, any moneys, incomes, revenues, data or any other consideration in connection with the use of neither the Services themselves, nor any and all Content accessed through the Services.

Furthermore, It means both the Services and the Content accessed through the Services, shall not be associated, directly or indirectly with any trademark, brand name, or logo.

The Developer acknowledges that only users registered with a Premium+ account on the Site can access and listen to the full length recordings through the Webpages and/or Personal Applications developed by the Developer, which are otherwise accessible only up to 30 seconds

The Developer undertakes to inform by any means any person accessing the Content through the Webpages and/or Personal Applications of its conditions of use and notably that the streaming of the recordings is limited to a strictly private use within a family scope.

The use of the Content is limited to a strictly private use within a family scope.

### **V. DIGITAL RIGHTS MANAGEMENT**

The Developer recognizes that the Content are protected by Digital Rights Managements (DRM), set up by DEEZER, in order to prevent or limit, depending on the technology offered, the unauthorized use of the Content.

The Developer undertakes not to bypass, by any means, these measures, for the purpose of downloading the Content, or more broadly using the Content in violation of the present Terms.

The Developer is informed that DEEZER will remove the access to the Services, and to the Site to any Developer in case of any bypass by the Developer or any third party of the DRM or any other unauthorized use of the Content in the Services.

Subject to the prior request of any judicial and/or administrative authority, DEEZER has the right to communicate the identity of the offender to any owner and/or right holder on the Content.

#### **VI. DISCLAIMER AND LIMITATION OF LIABILITY**

The Site and the Services are made available to Developer on an "as is" basis and DEEZER cannot be held liable neither for the unavailability, whether temporary or permanent, of the Services or the Site, nor for any defect or error in the Services.

DEEZER has the right to modify at any time without any notice the DEEZER Services and/or the Site notably by making available new functionalities or Content or by modifying and/or deleting functionalities or Content that were offered to the Developers on the DEEZER Services and/or on the Site.

DEEZER cannot be held liable for the fraudulent exploitation which could occur without its knowledge or in violation of the Terms and notably any illegal use, streaming, or downloading of the Content.

DEEZER cannot be held liable for independent technical problems of its Services such as maintenance or network issues due to the internet service provider and which could lead to a temporary intermission of the network.

DEEZER cannot be held liable neither for the dysfunction of internet links on the Site transferring to external website whose integration has been made by the Developer, nor for all their content and notably the products, services and/or any other available materials on and from these external websites.

#### **VII. INTELLECTUAL PROPERTY**

The general structure of the Site, the DEEZER Services, and any other elements composing them (such as but not limited to the graphics, texts, visuals, photos, logos, domain names, elements associated with the Content comprising the photos, images, texts and biography of the author, artist and/or any right holders, on the Content along with the visuals packaging of the Content) are exclusively owned by DEEZER or right holders.

Any reproduction and representation, in total or partially, of the Site and/or elements composing it by any means without the express authorization of DEEZER or right holders are strictly forbidden and would amount to an act of counterfeiting punished by law.

DEEZER is the worldwide owner of the verbal and semi-figurative trademarks "DEEZER" (whether registered or unregistered) and retains all right, title and interest in and to them. The Developer will not copy or use these trademarks in any way not authorized by DEEZER in these Terms, will abide by the Trademark Guidelines set out by DEEZER in connection with his use of these trademarks, and shall not challenge the validity of these trademarks or attempt to register similar or trademarks, service marks or logos.

#### **VIII. ASSIGNMENT**

Developer may not assign or otherwise transfer, its rights or delegate its duties or obligations under these Terms. Any attempt to assign, or otherwise transfer, any rights contained in these Terms is void and will inevitably lead DEEZER to remove Developer access both to the Services and to the Site.

#### **IX. MISCELLANEOUS**

The Developer agrees that the use of the Services for any other purposes than those mentioned herein, shall be beforehand reviewed and approved by DEEZER, at DEEZER's own discretion.

The Developer agrees that nothing in these Terms shall prevent DEEZER to create, develop and commercialize services or products similar to the Developer's Personal Applications and/or Webpages.

Furthermore, DEEZER may at any time and at its own discretion, quote, refer to, promote or communicate on the Developer's Personal Applications and/or Webpages, if necessary with a description of the relationship between DEEZER and the Developer.

#### **X. SURVIVAL**

Sections III, VI, VII, IX, X and XI will remain in effect after the Developer ceases to access or use the Services.

#### **XI. APPLICABLE LAW**

The present Terms are submitted to French law.

In case of litigation, the parties will try to reach an agreement before any judicial proceeding. If no agreement can be reached, any claim regarding the validity, the interpretation and/or the execution of the Terms will have to be brought before a French court and thus even if there are multiple defenders or in case of guarantee enforcement.

## **Terms of Use Deezer Mobile Service for Everything Everywhere and Orange Subscribers**

### **Article 1 – Generalities**

The Deezer Mobile Service (hereinafter the “Deezer Mobile Service”) is created, developed and operated by Deezer (hereinafter “DEEZER”) a French corporation registered under n° 511 716 573, with principal offices located 12 rue d'Athènes 75009 Paris, FRANCE.

The Deezer Mobile Service offers to Everything Everywhere and Orange (hereinafter “Everything Everywhere”) customers, a music on demand and unlimited mobile service with a temporary downloading functionality.

The hereby conditions of use (hereinafter the “Terms”) exclusively govern the Deezer Mobile Service provided by DEEZER. These conditions apply against any other terms, notably the ones in effect for other services – free or paid – offered by DEEZER.

The purpose of the hereby Terms is to define the contractual relationship between DEEZER, on one hand, and any Everything Everywhere customer subscribing to Deezer Mobile Service (hereinafter the “Subscriber”), on the other hand.

The access to the Deezer Mobile Service strictly depends on the prior consent by the Subscriber without any restriction and reserve to all the Terms.

### **Article 2 – Deezer Mobile Service Presentation**

The Deezer Mobile Service is a service operated by DEEZER enabling, by consenting to the hereby Terms, from a personal mobile device to listen to unlimited music in high quality audio and without any advertisement. Once he has registered, the Subscriber has access to all functionalities of the Deezer Mobile Service.

The main characteristics of this Deezer Mobile Service are the followings:

- Unlimited access, for the purpose of temporarily downloading on one authorized device (one mobile phone) the tracks part of the Deezer Mobile Service music catalog, in order to then listen to them when offline;
- No advertisement;
- A high sound quality.

The Deezer Mobile Service is accessible by the Subscriber depending on the terms and conditions of its Everything Everywhere subscription (hereinafter the “Subscription”). Once the Subscription is expired or terminated, the unlimited access, the download functionality and listening are not authorized anymore.

The downloaded music can be listened to during the entire duration of the Subscription, but cannot however be transferred or burned on any support whatsoever.

DEEZER informs the Subscriber that it can not prevent the display of advertisements eventually contained in video clips provided and hosted by third parties and which can eventually be integrated within the Site (eg : Dailymotion...).

### **Article 3 – Terms of Use of the Deezer Mobile Service**

Access to the Deezer Mobile Service from a compatible mobile phone requires the prior download and installation of the mobile application Deezer (hereafter the “Application”).

The use of the Deezer Mobile Service requires an internet service for mobile phones. This connection is not provided by DEEZER, therefore the Subscriber must first subscribe to an internet for mobile offer in order to use the Deezer Mobile Service.

A connection to internet for mobile through a third generation (3G) mobile technology norm is highly recommended.

The music catalog available, as part of the Deezer Mobile Service, is linked to the contracts in effect with the right holders and may therefore change. DEEZER cannot guarantee the availability of any determined track or album or any artist or group in the Deezer Mobile Service catalog. Moreover, DEEZER cannot guarantee that any determined track, album, artist or group on the Deezer Mobile Service catalog will be indefinitely available. DEEZER can never be held liable for the removal of parts of the catalog content offered.

The Subscriber can activate the Deezer Mobile Service on a personal computer (PC or MAC) on the site [www.deezer.com](http://www.deezer.com) (hereinafter the "Site) or a compatible mobile phone registered with the Deezer Mobile Service. The Deezer Mobile Service is only accessible from one connection at a time (compatible mobile phone registered). DEEZER has the technical means to verify the absence of multiple simultaneous connections on the same account and therefore detect multiple connections attempt.

#### **Article 4 – Availability and modification of the Deezer Mobile Service**

The Deezer Mobile Service can be accessed to 24hours a day and seven days a week, within the limit of the Terms and the terms of article 9 hereunder.

However, DEEZER has the right to bring any modification and amelioration to the Deezer Mobile Service as it deems necessary for technical evolution. However, no modification of quality or important modification of the functionalities of the Deezer Mobile Service will occur.

In addition, DEEZER has the right, without prior notice or compensation, to temporarily remove access to the Deezer Mobile Service if necessary in order to ensure the maintenance due to technological evolution or continuity of the Deezer Mobile Service. DEEZER cannot be held liable and the Subscriber shall have no right to compensation and/or action against DEEZER in that respect. The temporary Deezer Mobile Service interruptions will be, when possible, notified on the Site at least 24 (twenty four) hours before they occur, unless they are urgent.

#### **Article 5 – Terms of Access to the Deezer Mobile Service**

The Subscriber must be capable to accept the hereby Terms, which means that he has the legal required age and he is not under a legal protection measure (such as legal guardianship) or if the Subscriber is under the legal age, has a parental authorization giving him permission to subscribe.

The Subscriber must be living in the United Kingdom and must have subscribed to an eligible Everything Everywhere offer.

#### **Article 6 – Creation of an account**

In order to register, every Subscriber must:

- Create an account on the Site or, if the Subscriber is already registered, log onto the Site;
- Provide the information requested on the registration form;
- Give his consent to the Terms;
- Confirm his registration.

Once his registration has been validated, DEEZER will send to the Subscriber (at the address given at the time of registration to the Deezer Mobile Service) a confirmation email.

Subject to other conditions of the Terms, the subscription to the Deezer Mobile Service will only become effective when DEEZER sends the confirmation email mentioned above. The Subscriber is invited to keep and/or print such email.

The Subscriber can modify the password given on his account by clicking on the section "My Account".

The Subscriber shall provide true, accurate and sincere information.

The Subscriber shall inform DEEZER, without delay, of any modification of the information provided at the time of creation of his account and notably any modification of his email address. The Subscriber can modify these information on his account by clicking on the section "Modify my personal data".

The Subscriber must immediately inform DEEZER of any loss or unauthorized use of his account, his identification details and his password. The passwords and identification details are personal and the Subscriber shall not communicate them. As a result, the Subscriber is solely responsible for their use.

The Subscriber is solely liable for the consequences due to the use of his account, and thus until its deactivation, and as a result, DEEZER and all its partners, co-contracting party or right holders cannot be held liable on this matter, unless the Subscriber can prove that the use of his identification details and/or account results from a fraud by a third party.

#### **Article 7 – Price**

However, it is reminded that the connection and communication (internet) costs relating to the use of the Deezer Mobile Service are not supported by DEEZER and must be supported only by the Subscriber.

#### **Article 8 – Territory**

The subscription to the Deezer Mobile Service is reserved to physical person, living in the United Kingdom, who is an Everything Everywhere customer and who has subscribed an eligible Everything Everywhere offer.

#### **Article 9 – Disclaimer of Warranties**

The Subscriber must declare being informed of the confines and limitations of the internet network.

As a result, DEEZER disclaims liability for the dysfunction of the Deezer Mobile Service access, the opening and consultation velocity of Application, the listening velocity of the tracks, the temporary or final inaccessibility of the Deezer Mobile Service, and the fraudulent use by third parties of the information provided on the Site.

Therefore, it is the Subscriber's duty to protect his personal data and information or other equipments notably against any form of intrusion and/or virus contamination and for which DEEZER can never be held liable. DEEZER can never be held liable of any dysfunction or damage caused to the Subscriber's equipment.

More broadly, DEEZER disclaims any liability if a breach of any obligation results from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other 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 and more broadly any unstoppable and unforeseen event which prevent the good execution of the orders.

DEEZER disclaims liability in case the Deezer Mobile Service would turn out to be incompatible with certain equipments and/or functionalities of the equipment of the Subscriber.

Finally, the Subscriber is solely liable of his use of the Deezer Mobile Service and cannot held DEEZER liable for any claim and/or procedure made against him. The Subscriber shall take in charge every claim, complaint or objection and more broadly any proceedings filed against DEEZER by a third party in relation to his use of the Deezer Mobile Service.

#### **Article 10 – Privacy Policy**

DEEZER shall respect the legislation in effect regarding the protection of privacy concerning the processing of personal Data.

The information and data of the Subscriber collected are being processed and are mandatory for the management of his subscription. These information and data are also kept for security reasons, in order to respect the legislation to which DEEZER is submitted. These Data are processed and kept at the Site host identified within the legal notice which can be found on the Site in conditions aiming to guarantee security.

If the Subscriber gives his consent, the collected data can also be used for the management of commercial relations in order to establish stats and also provide DEEZER with the possibility to improve and personified the services offered and the information addressed.

The Subscriber has a right to access and modify his information. If he wishes to use these rights and obtain communication of his information, the Subscriber can contact DEEZER via the Site by clicking on the section "Contact Us" or by writing.

If the Subscriber gave his prior consent (for example at the time of creation of his account in order to register to the Deezer Mobile Service), the Subscriber may receive a newsletter from DEEZER to the email address he has provided and, if applicable, modified. If the Subscriber does not wish to receive this newsletter, he can at any time unsubscribe by clicking on the link placed at the bottom of each newsletter or by modifying his data from his account on the Site by clicking on the section "Modify your personal data".

If the Subscriber has given his prior consent (by example at the time of creation of his account in order to register to the Deezer Mobile Service), the Subscriber may receive offers from DEEZER's partners to his provided and, if applicable, modified email address and his address can be transmitted to his commercial partners.

The Subscriber is informed that his data can be disclosed in respect of the legislation or under a decision from a judicial or administrative authority.

Any artificial use of a Deezer account (for instance to artificially or abnormally increase the play count for specific tracks), via automated processes such as robots and scripts or via any other means, is strictly prohibited.

#### **Article 11 – "Cookies"**

DEEZER needs to implement a cookie on the Subscriber's computer. A cookie does not permit a personal identification. However, it registers information relating to the Subscriber computer's navigation on the Site (the pages you visited, the data and hour of visit, etc.) which DEEZER can read on your next visit. It will enable DEEZER to facilitate your navigation on the Site and will prevent providing, at each visit, information already communicated at a previous date. It is underlined that the cookies implemented by DEEZER will be kept for less than 6 (six) months.

DEEZER informs the Subscriber that the setting of the browser enables the Subscriber to detect the presence of cookies and he can oppose to their registration. This procedure is specified in the section "Personal data" on the Site.

#### **Article 12 – Intellectual Property**

The general structure of the Site, the Deezer Mobile Service, the Application and all elements composing it (such as but not limited to the logos, domain names, tracks or videos, and there associated elements such as the photos, images, texts and biography of the authors, artists and/or any legal beneficiary on the tracks or videos but also the visuals on the packaging) are the exclusive property of DEEZER and/or his licensors (notably the records and videos producers, the record companies, authors society).

These elements are protected by intellectual property laws and others, and notably the copyright. The Subscriber can only use these elements for the purpose of using the Deezer Mobile Service, in conformity with the Terms.

Any total or partial representation of the Site, of the Deezer Mobile Service, of the Application and/or the elements composing it (as described above) by any means without the express consent of DEEZER is therefore forbidden and would be considered as counterfeiting which is punished by law.

The tracks on the Deezer Mobile Service are protected numerical files by national and international copyright and neighboring rights. Therefore, and in conformity with the Intellectual Property Rights, only their listening within a private and family circle is allowed. Any use for a non private purpose will expose the Subscriber to civil and/or criminal proceedings. Any other use of the numerical files is strictly forbidden and more particularly any download or attempt to download, any transfer or attempt to transfer permanently or temporarily on the hard drive of a computer or any other device (notably music players), any burn or attempt to burn a CD or any other support are expressly forbidden. Any resale, exchange or renting of these files are strictly prohibited.

The Subscriber recognizes that the recordings provided to him on the Site and the Application are protected by technical protection measures set up by DEEZER in order to prevent or limit, depending on the technology offered, the unauthorized use of the Recordings under the Terms.

The Subscriber agrees not to bypass, by any means, these technical protection measures, for the purpose of downloading these files and enable their conservation within the storage unit of his reception terminal whatever it is.

#### **Article 13 – Suspension and/or termination initiated by DEEZER**

Without prejudice of any damages that DEEZER may ask, DEEZER has the right to suspend access to the Deezer Mobile Service to a Subscriber and/or terminate by rights, without notice or compensation, its subscription to the Deezer Mobile Service in case:

- The Subscriber does not respect the Terms and notably :
  - Does not respect the Intellectual Property rights of DEEZER or its licensors
  - bypass or attempts to bypass the technical measures of protection set up by DEEZER
  - Uses multiple simultaneous connections to the same account or attempts to do so
  - Provides false information at the time of his registration to the Deezer Mobile Service.
- Activities prejudicial to DEEZER's commercial interests.

#### **Article 14 – Modifications of the Terms**

DEEZER has the right to modify in its sole discretion the Terms. Deezer will inform the Subscriber, through an email at the address given on the Subscriber's account, of any modification of the Terms at least 15 (fifteen) days prior to their effectiveness.

#### **Article 15 – Customer service department**

For any information or question regarding the Deezer Mobile Service, the Subscriber will be able to contact DEEZER through the Site by clicking on the section "Contact us" or by addressing a mail to the following address:

**Deezer**

*12 rue d'Athènes 75009 Paris*

*FRANCE*

#### **Article 16 – Nullity of a term**

In case one of the clauses of the Terms would be declared void or voidable for any reason, the other clauses will still apply without any modification.

#### **Article 17 – Jurisdiction and litigation**

The Terms are governed by UK law.

In case of litigation, the parties will try to reach an agreement before any judicial proceeding. If no agreement can be reached, any claim regarding the validity, the interpretation and/or the execution of the Terms will have to be brought before a French court and thus even if there are multiple defenders or in case of guarantee enforcement.

## **Terms of Use Deezer Premium + Service for Everything Everywhere and Orange Subscribers**

### **Article 1 – Generalities**

The Deezer Premium + Service (hereinafter the “Deezer Premium + Service”), which can be found at the address <http://www.deezer.com> (hereinafter the “Site”), is created, developed and operated by Deezer (hereinafter “DEEZER”) a French corporation registered under n° 511 716 573, with principal offices located 12 rue d'Athènes 75009 Paris, FRANCE.

The Deezer Premium + Service offers to Everything Everywhere and Orange (hereinafter “Everything Everywhere”) customers a music on demand and unlimited mobile service with a downloading functionality.

The hereby conditions of use (hereinafter the “Terms”) exclusively govern the Deezer Premium + Service provided by DEEZER. These conditions apply against any other terms, notably the ones in effect for other services – free or paid – offered by DEEZER.

The purpose of the hereby Terms is to define the relationship between DEEZER, on one hand, and any Everything Everywhere subscriber who has subscribed to the Deezer Premium + Service or decided to upgrade to the Deezer Premium + Service (hereinafter the “Subscriber”), on the other hand.

The access to the Deezer Premium + Service strictly depends on the prior consent by the Subscriber without any restriction and reserve to all the Terms.

### **Article 2 – Deezer Premium + Service Presentation**

The Deezer Premium + Service is a service operated by DEEZER enabling, by consenting to the hereby Terms, from a personal computer and a mobile to listen to unlimited music in high quality audio and without any advertisement.

Once he has registered, the Subscriber has access to all functionalities of the Deezer Premium + Service.

The main characteristics of this Deezer Premium + Service are the followings:

- Unlimited access, for the purpose of temporarily downloading, on three authorized devices (personal computer and mobile phones) the tracks part of the Deezer Premium + Service music catalog and the Site playlists, in order to then listen to them when offline;
- No advertisement;
- A high sound quality.

The Deezer Premium + Service is accessible by the Subscriber depending on the terms and conditions of its Everything Everywhere subscription (hereinafter the “Subscription”). Once the Subscription is expired or terminated, the unlimited access, the download functionality and listening are not authorized anymore.

The Deezer Premium + Service is accessible from a personal computer (PC or Mac) by connecting to the Site or, without any internet connection, by clicking on the “Offline Mode” button of the Site, and from a compatible mobile phone through the mobile application Deezer Premium + (hereinafter the “Application”) which needs to be downloaded by the Subscriber.

The Subscriber shall use the Google Chrome browser to be able to use the Offline Mode on his personal computer.

By using the Offline Mode, the Subscriber can only access to the tracks, albums and playlists that he has previously temporarily downloaded, from the Site or the Application, on its device (personal computer and/or mobile).

The temporary downloading of tracks, albums or playlists is possible through the Offline Mode Button which appears on the pages of the Site. The downloaded music can then be listened without any internet connection or 3G mobile technology during the entire duration of the Subscription, but cannot however be transferred or burned on any support whatsoever.

DEEZER informs the Subscriber that it can not prevent the display of advertisements eventually contained in video clips provided and hosted by third parties and which can eventually be integrated within the Site (eg : Dailymotion...).

### **Article 3 –Use of the Deezer Premium + Service**

Access to the Deezer Premium + Service is possible from a personal computer by connecting to the Site or through the “Offline Mode” button.

Access to the Deezer Premium + Service from a compatible mobile phone requires the prior download and installation of the Application. This download is also offered at the time of registration to the Deezer Premium + Service.

The use of the Deezer Premium + Service requires a high-speed internet connection and an internet service for mobile phones. These connections are not provided by DEEZER, therefore the Subscriber must first subscribe to a high speed internet and/or an internet for mobile offer in order to use the Deezer Premium + Service.

A connection to internet for mobile through a third generation (3G) mobile technology norm is highly recommended.

The music catalog available, as part of the Deezer Premium + Service, is linked to the contracts in effect with the right holders and may therefore change. DEEZER cannot guarantee the availability of any determined track or album or any artist or group in the Deezer Premium + Service catalog. Moreover, DEEZER cannot guarantee that any determined track, album, artist or group on the Deezer Premium + Service catalog will be indefinitely available. DEEZER can never be held liable for the removal of parts of the catalog content offered.

The Subscriber can activate the Deezer Premium + Service on a personal computer (PC or MAC) and a compatible mobile phone registered with the Deezer Premium + Service. The Deezer Premium + Service is only accessible from one connection at a time (personal computer or compatible mobile phone registered). DEEZER has the technical means to verify the absence of multiple simultaneous connections on the same account and therefore detect multiple connections attempt.

### **Article 4 – Availability and modification of the Deezer Premium + Service**

The Deezer Premium + Service can be accessed to 24hours a day and seven days a week, within the limit of the Terms and the terms of article 9 hereunder.

DEEZER has the right to bring any modification and amelioration to the Deezer Premium + Service as it deems necessary for technical evolution. However, no modification of quality or important modification of the functionalities of the Deezer Premium + Service will occur.

In addition, DEEZER has the right, without prior notice or compensation, to temporarily remove access to the Deezer Premium + Service if necessary in order to ensure the maintenance due to technological evolution or continuity of the Deezer Premium + Service. The Subscriber recognizes that DEEZER cannot be held liable and waives any right to compensation and/or action against DEEZER in that respect. The temporary Deezer Premium + Service interruptions will be, when possible, notified on the Site at least 24 (twenty four) hours before they occur, unless they are urgent.

## **Article 5 – Terms of Access to the Deezer Premium + Service**

The Subscriber must be capable to accept the hereby Terms, which means that he has the legal required age and he is not under a legal protection measure (such as legal guardianship) or if the Subscriber is under the legal age, has a parental authorization giving him permission to subscribe.

The Subscriber must be living in the United Kingdom and must have subscribed to an eligible Everything Everywhere offer or upgraded to the Deezer Premium + Service.

## **Article 6 – Creation of an account**

In order to activate the Deezer Premium + Service, every Subscriber must:

- Create an account on the Site or, if the Subscriber is already registered, log on the Site;
- Provide the information requested on the registration form;
- Give his consent to the Terms;
- Confirm his registration.

Once his registration has been validated, DEEZER will send to the subscriber (at the address given at the time of registration to the Site) a confirmation email.

Subject to other conditions of the Terms, the subscription to the Deezer Premium + Service will only become effective when DEEZER sends the confirmation email mentioned above. The Subscriber is invited to keep and/or print such email.

The Subscriber can modify the password given on his account by clicking on the section “Modify my personal data”.

The Subscriber shall provide true, accurate and sincere information.

The Subscriber shall inform DEEZER, without delay, of any modification to the information provided at the time of creation of his account and notably any modification of his email address. The Subscriber can modify these information on his account on the Site by clicking on the section “My account”.

The Subscriber must immediately inform DEEZER of any loss or unauthorized use of his account, his identification details and his password. The passwords and identification details are personal and the Subscriber must not communicate them. As a result, the Subscriber is solely responsible for their use.

The Subscriber is solely liable for the consequences due to the use of his account, and thus until its deactivation, and as a result, DEEZER and all its partners, co-contracting party or right holders cannot be held liable on this matter, unless the Subscriber can prove that the use of his identification details and/or account results from a fraud by a third party.

## **Article 7 – Price**

It is reminded that the connection and communication (internet and mobile broadband) costs relating to the use of the Deezer Premium + Service are not supported by DEEZER and must be supported only by the Subscriber.

## **Article 8 – Territory**

The subscription to the Deezer Premium + Service is reserved to physical person, living in the United Kingdom, who is an Everything Everywhere customer and who has subscribed to an Everything Everywhere offer or upgraded to the Deezer Premium + Service.

## **Article 9 – Disclaimer of Warranties**

The Subscriber declares being informed of the confines and limitations of the internet network.

As a result, DEEZER disclaims liability for the dysfunction of the Deezer Premium + Service access, the opening and consultation velocity of the Site pages, the listening velocity of the tracks, the temporary or final inaccessibility of the Deezer Premium + Service, and the fraudulent use by third parties of the information provided on the Site.

Therefore, it is the Subscriber's duty to protect his personal data and information or other equipments notably against any form of intrusion and/or virus contamination and for which DEEZER can never be held liable. DEEZER can never be held liable of any dysfunction or damage caused to the Subscriber's equipment.

More broadly, DEEZER disclaims any liability if a breach of any obligation results from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other 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 and more broadly any unstoppable and unforeseen event which prevent the good execution of the orders.

DEEZER disclaims liability in case the Deezer Premium + Service would turn out to be incompatible with certain equipments and/or functionalities of the equipment of the Subscriber.

Finally, the Subscriber is solely liable of his use of the Deezer Premium + Service and cannot held DEEZER liable for any claim and/or procedure made against him. The Subscriber shall take in charge every claim, complaint or objection and more broadly any proceedings filed against DEEZER by a third party in relation to his use of the Deezer Premium + Service.

#### **Article 10 – Privacy Policy**

DEEZER shall respect the legislation in effect regarding the protection of privacy concerning the processing of personal Data.

The information and data of the Subscriber collected are being processed and are mandatory for the management of his subscription. These information and data are also kept for security reasons, in order to respect the legislation to which DEEZER is submitted. These Data are processed and kept at the Site host provider identified within the legal notice which can be found on the Site in conditions aiming to guarantee security.

If the Subscriber gives his prior consent, the collected data can also be used for the management of commercial relations in order to establish stats and also provide DEEZER with the possibility to improve and personified the services offered and the information addressed.

The Subscriber has a right to access and modify his information. If he wishes to use these rights and obtain communication of his information, the Subscriber can contact DEEZER via the Site by clicking on the section "Contact Us" or by writing.

If the Subscriber gave his prior consent (for example at the time of creation of you account in order to subscribe to the Deezer Premium + Service), he may receive a newsletter from DEEZER to the email address he has provided and, if applicable, modified. If he does not wish to receive this newsletter, he can at any time unsubscribe by clicking on the link placed at the bottom of each newsletter or by modifying his data from his account on the Site by clicking on the section "Modify your personal data".

If the Subscriber gave his prior consent (by example at the time of creation of his account in order to register to the Deezer Premium + Service), the Subscriber may receive offers from DEEZER's partners to his provided and, if applicable, modified email address and his address can be transmitted to the commercial partners.

The Subscriber is informed that his data can be disclosed in respect of the legislation or under a decision from a judicial or administrative authority.

Any artificial use of a Deezer account (for instance to artificially or abnormally increase the play count for specific tracks), via automated processes such as robots and scripts or via any other means, is strictly prohibited.

#### **Article 11 – “Cookies”**

DEEZER needs to implement a cookie on the Subscriber’s computer. A cookie does not permit a personal identification. However, it registers information relating to the Subscriber’s computer navigation on the Site (the pages you visited, the data and hour of visit, etc.) which DEEZER can read on the Subscriber next visit. It will enable DEEZER to facilitate navigation on the Site and will prevent providing, at each visit, information already communicated at a previous date. It is underlined that the cookies implemented by DEEZER will be kept for less than 6 (six) months.

The setting of the Subscriber browser enables the Subscriber to detect the presence of cookies and he can oppose to their registration. This procedure is specified in the section “Personal data” on the Site.

#### **Article 12 – Intellectual Property**

The general structure of the Site, the Deezer Premium + Service, the Application and all elements composing them (such as but not limited to the logos, domain names, tracks or videos, and there associated elements such as the photos, images, texts and biography of the authors, artists and/or any legal beneficiary on the tracks or videos but also the visuals on the packaging) are the exclusive property of DEEZER and/or his licensors (notably the records and videos producers, the record companies, authors society).

These elements are protected by intellectual property laws and others, and notably the copyright. You can only use these elements for the purpose of using the Deezer Premium + Service, in conformity with the Terms.

Any total or partial representation of the Site, of the Deezer Premium + Service, of the Application and/or the elements composing it (as described above) by any means without the express consent of DEEZER is therefore forbidden and would be considered as counterfeiting which is punished by law.

Any hyperlink to the Site and using the “framing” technique (programming technique offering the possibility to divide browser windows into different independent frames in order to display the content of an external website) or the “in-line linking” technique (programming to make disappear into a webpage one element extracted from another site, which saves stock space on the hard drive where the Site is hosted and enables to hide from an uninformed user the initial content of which the element is part) is strictly prohibited.

The tracks on the Deezer Premium + Service are protected numerical files by national and international copyright and neighboring rights. Therefore, and in conformity with the Intellectual Property Rights, only their listening within a private and family circle is allowed. Any use for a non private purpose will expose the Subscriber to civil and/or criminal proceedings. Any other use of the numerical files is strictly forbidden and more particularly any download or attempt to download, any transfer or attempt to transfer permanently or temporarily on the hard drive of a computer or any other device (notably music players), any burn or attempt to burn a CD or any other support are expressly forbidden. Any resale, exchange or renting of these files are strictly prohibited.

The Subscriber recognizes that the recordings provided to him on the Site and the Application are protected by technical protection measures set up by DEEZER in order to prevent or limit, depending on the technology offered, the unauthorized use of the Recordings under the Terms.

The Subscriber agrees not to bypass, by any means, these technical protection measures, for the purpose of downloading these files and enable their conservation within the storage unit of his reception terminal whatever it is.

#### **Article 13 – Suspension and/or termination initiated by DEEZER**

Without prejudice of any damages that DEEZER may ask, DEEZER has the right to suspend access to the Deezer Premium + Service to a Subscriber and/or terminate by rights, without notice or compensation, its subscription to the Deezer Premium + Service in case:

- The Subscriber does not respect the Terms and notably :
  - Does not respect the Intellectual Property rights of DEEZER or its licensors
  - Bypass or attempts to bypass the technical measures of protection set up by DEEZER
  - Uses multiple simultaneous connections to the same account or attempts to do so
  - Provides false information at the time of his subscription to the Deezer Premium + Service.
- Activities prejudicial to DEEZER's commercial interests.

#### **Article 14 – Modifications of the Terms**

DEEZER has the right to modify in its sole discretion the Terms. Deezer will inform the Subscriber, through an email at the address given on the Subscriber's account, of any modification of the Terms at least 15 (fifteen) days prior to their effectiveness.

#### **Article 15 – Customer service department**

For any information or question regarding the Deezer Premium + Service, the Subscriber can contact DEEZER through the Site by clicking on the section "Contact us" or by addressing a mail to the following address:

**Deezer**

*12 rue d'Athènes*

*75009 Paris*

*FRANCE*

#### **Article 16 – Nullity of a term**

In case one of the clauses of the Terms would be declared void or voidable for any reason, the other clauses will still apply without any modification.

#### **Article 17 – Jurisdiction and litigation**

The Terms are governed by UK law.

In case of litigation, the parties will try to reach an agreement before any judicial proceeding. If no agreement can be reached, any claim regarding the validity, the interpretation and/or the execution of the Terms will have to be brought before a French court and thus even if there are multiple defenders or in case of guarantee enforcement.