

Terms of Use

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Terms of use Deezer free service

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

BLOGMUSIK is a French corporation with an income of 50.406,67€, registered under number B 495 246 308, with its principal offices located at 108 rue de Richelieu 75002 Paris, FRANCE.

BLOGMUSIK is hereinafter referred to as "DEEZER" for the terms of use (hereinafter the "Terms").

The Site offers to any registered user a service of free of charge streaming of sound recordings (hereinafter the "Recordings") through the Site radios (hereinafter "Smart Radios") and other free of charge optional services described here after.

Prior to the registration on the Site, the user must create a personal account and accept without any reserve, at the time of subscription, the Terms.

Access to the different services available on the Site is strictly subordinate to the acceptance without any reserve and the respect of the Terms by every user.

The use of the Site is only authorized within a family scope, therefore any use outside of this scope, notably for public communication, is strictly forbidden.

I. Description of the Site services.

The Site offers the free of charge streaming of Recordings through Smart Radios, with no download functionality.

1. Streaming Service.

Streaming is possible:

- As part of the Smart Radios which the Member can listen to after choosing from different musical types or from an artist selected by DEEZER.
- The Member can also listen to a Recording for thirty (30) seconds before being invited to subscribe to the Premium or Premium + Service.

2. Optional Services opened to Members

- The player

- i) The "Player" is a player of musical files which the Member can export on his personal website (Member's blog, private pages on social network websites etc.) for the streaming of a Site radio.

- ii) The Member agrees to only use the Player from his personal pages, edited solely by him, and for non commercial purpose. The Member agrees never to use the Player for commercial gain.
- iii) The Member agrees to ensure that his personal pages abide by public order and good manners and more broadly do not infringe effective laws and regulations.
- iv) The Member agrees to inform by any means any person using the Player from his personal pages of its conditions of use and notably that the streaming of Recordings through the Player is limited to a strictly private use within a family scope.
- v) The Member agrees to immediately inform DEEZER of any infringing and unlawful use that he would be aware of.

- **Creation of a personal account and access to the Members community**

- i) The functionality “my profile” enables the creation of a personal profile in order to communicate with other Members and, in that event create, through a list of contacts chosen by the Member, a network of friends and /or limited groups of Members. The Member recognizes that his personal profile is accessible to every Members and on which must appear certain personal data (such as but not limited to the age, sex, visual profile, country of origin); optionally he can choose to publish other information, such as favorites, “sound wall”, etc.
- ii) The section “my community” offers Members, with the opportunity to :
 - a. Insert internet links redirecting to third parties website;
 - b. Chat with other members through the internal chat;
 - c. Publish comments on the Site’s musical content which the Member likes and notably give his personal opinion of an artist through artists’ pages;
 - d. Receive (submitted to the prior and express consent of the member by clicking on the right section in his personal profile) notably the newsletter on DEEZER musical news and/or offers from DEEZER’s partners.

II. Members liability

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

The Member expressly agrees, in order to avoid seeing his criminal or civil liability committed, that he will ensure that the messages spread by him on the Site cannot, notably but not limited to:

- Constitute a violation of third parties intellectual property rights: therefore the Member agrees not to reproduce or communicate to the public, 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 functionalities;
 - Applaud crimes or contain illegal or threatening messages or of a pedophile, pornographic, defamatory, obscene, hateful, racist, anti-semitic, xenophobic, revisionist nature or against public orders and good manners;
 - Infringe a right to private life or do not respect third parties dignity;
 - Encourage violence, fanaticism, crime, suicide, hate linked to religion, race, sex, sexual preferences, ethnicity;
 - Harass other members with whom the member is in contact by chatting through the different chat applications offered on the Site;
 - 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 parties rights or violates the Terms.
- ii) The Member agrees not to use an automatic system such as scripts in the purpose of adding Members to his personal profile and/or send comments or messages.
- iii) The Member 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 Member certifies the accuracy of the information given to DEEZER for his subscription and agrees to notify any modification.

- iv) The Member recognizes that DEEZER has the right, in case his use of the Site will 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 Member 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.

III. Collect and processing of personal data

- i) The personal data collected on every Member is for DEEZER's use only. These data will be processed and used by DEEZER in the limit of what is required for the running of the Site's services and are kept by DEEZER for proof; no transfer to the benefice of a third party, by DEEZER, of the Data collected in application of the Terms can occur, except with the Member's prior consent.
- ii) A parental authorization is needed for the collect of these Data for any user willing to subscribe to the Site who would have not reached the legal majority. The holder of the parental authority agrees consequently to guarantee the respect of all the Terms.
- iii) The processing of data collected by DEEZER has been declared. The Member has a right to access and modify his personal data at any time through his personal profile.
- iv) In order to prevent for the Data to be transformed, damaged or accessed by non authorized third parties, DEEZER certifies that it will make all efforts in order to ensure the security of the personal Data collected from the Members.
- v) The Member recognizes, by consenting to the Terms, that he authorizes DEEZER to install cookies on his computer's hard drive in order to identify all his Site connections and supply each Member with functionalities best adapted to his needs.

DEEZER provides Member with the possibility to refuse implementation of cookies, each member can in that purpose modify the configuration of his computer, such modification can however affect the running of the Site.

IV. Technical Protection Measures of the recordings.

- i) The Member recognizes that the Recordings provided to him from 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.
- ii) The Member agrees not to bypass, by any means, these measures, for the purpose of downloading the Recordings, only offered on the Site for listening, or more broadly using the Recordings in violation of the Terms.
- iii) DEEZER informs the Member that it has the right to definitely block all and any access to the Site to any Member who would have bypassed the technical protection measures provided by DEEZER in order to prevent the downloading of Recordings.

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 legal beneficiary of the copyrights on the Recordings provided by DEEZER on and from the Site.

V. DEEZER obligations and disclaimer of warranties

- i) DEEZER guarantees it holds the required authorizations for the exploitation of the Recordings under the Terms.
- ii) It is expressly agreed that DEEZER cannot in any case be held liable for the content downloaded and communicated on the Site by Members.
- iii) It is expressly agreed that 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 downloading of the Recordings.
- iv) DEEZER has the right to insert or authorize any third party to insert, on every pages of the Site or any Player, advertising or promotional messages without being liable for the content of those messages.
- v) It is expressly agreed that DEEZER can never be held liable for conflicts which could arise between Members of the Site.
- vi) DEEZER cannot be held liable for independent technical problems of its service such as maintenance or network issues due to the internet service provider and which could lead to a temporary intermission of the network; the Member also accepts the internet restrictions and limitations, notably for transfer of data via the networks and damages to the data.
- vii) DEEZER cannot be found liable for the dysfunction of internet links on the Site transferring to external website (whose integration has been made by DEEZER or by one of the Member), nor for their content and notably the advertisements, products, services and/or any other available materials on and from these external websites.

VI. Alert procedure and notice of abuse.

- i) The Member is invited to notify DEEZER, in application of the alert procedure describe hereunder, of any fraudulent use of the Site that he would be aware of and notably any message whose content would violate any rules established above or more generally any laws and regulations in effect.
- ii) Any person considering that his rights are being infringed on the Site can notify DEEZER by registered letter, specifying all the following information:
 - The identity of the person notifying:
 - If it is a personal person: last name, first name, date of birth, nationality, address and profession.
 - If it is an entity: its legal form, its denomination, its principal offices location and the organ legally representing him.
 - The description of the facts in litigation and their precise location on the Site;
 - The justification for removing the content, among which the legal terms applicable.

The Member is informed that DEEZER can remove, in application of the law, any information or content, or block the access and thus when DEEZER has knowledge of their fraudulent nature.

VII. Intellectual Property

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

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 are strictly forbidden and would amount to an act of counterfeiting punished by law.

VIII. Modification of the Site.

DEEZER has the right to modify his services or the Site notably by making available new functionalities or by modifying and/or deleting functionalities that were offered to Members on the Site.

IX. Termination by a Member of his account

The Member can unsubscribe at any time from the Site through his personal profile.

Any un-subscription from the Site will become effective immediately.

In case of a service suspension, the Member will be informed by DEEZER through an information screening during its connection to the service.

X. Applicable law

The Terms are submitted to 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 respondent 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 – Generalities

The web site DEEZER, which can be found at the address <http://www.deezer.com> (hereinafter the “Site”), is a publication created, developed and operated by BlogMusik (hereinafter “BLOGMUSIK”) a French corporation registered under n° B 495 246 308, with its principal offices located 108 rue de Richelieu 75002 Paris, FRANCE.

The Site offers graciously to its visitors and members the possibility to discover and access music through different types of services (smartradio) and functionalities (community).

The Site also offers an unlimited service of on-demand music in high quality audio and without any advertisement through a paid subscription (hereinafter “Premium Service”).

The hereby terms of use and sale (hereinafter the “Terms”) exclusively govern the Premium Service provided by BLOGMUSIK. 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 BLOGMUSIK, on one hand, and any subscriber to the Premium Service (hereinafter “Subscriber”), on the other hand.

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 – Service Stand Alone Premium Presentation

The Premium Service is a service offered and operated by BLOGMUSIK 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 depending on its duration (month, year, etc...). Once the subscription has been expired or terminated, unlimited access is not authorized anymore.

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

Article 3 – Terms of Use of the Premium Stand Alone Service

Access to the Premium Service from a personal computer is only possible through the Site.

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

The music catalog available, as part of the Service, is linked to the contracts in effect with the right holders and may therefore change. BLOGMUSIK cannot guarantee the availability of any determined track or album or any artist or group in the Premium Service catalog. Moreover, BLOGMUSIK cannot guarantee that any determined track, album, artist or group on the Premium Service catalog will be indefinitely available. BLOGMUSIK 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) registered on the Premium Service. The Service is only accessible from one connection at a time. BLOGMUSIK 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 Service

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

However, BLOGMUSIK has the right to bring any modification and amelioration to the Service as it deems necessary for technical evolutions. BLOGMUSIK promises that no modification or increase of the prices and no modification of quality or important modification of the functionalities of the Service will occur.

In addition, BLOGMUSIK 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 BLOGMUSIK cannot be held liable and waives any right to compensation and/or action against BLOGMUSIK 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. BLOGMUSIK also has the right, without compensation, to definitely shutdown the Service. Any final shutdown of the 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 Service shutdown.

Article 5 – Absence of the right to revocation – duration – renewal – termination.

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. Consequently, no request of revocation, cancellation or refund will be accepted after such validation.

5.2 Duration

BLOGMUSIK offers a monthly subscription (or any other period 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

In order to terminate a subscription, the Subscriber must notify BLOGMUSIK through his account by clicking under the section “Terminate my Subscription”. The termination will be effective at the end of the current subscription period if a notice has been sent at least 48 (forty eight) hours before its end, and for a trial or discovery period until the date and hour of termination as indicated on the account of the Subscriber, unless otherwise indicated on the Site.

In case the notice period is not respected, the subscription is fully renewed.

No refund of the Premium Service subscription’s price can be received due to the termination. The entire sums paid for the subscription will definitely be acquired by BLOGMUSIK.

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 – Subscription to the Premium Service – 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 by validating his subscription to the Premium Service.

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

Subject to the other terms of the Terms, the subscription to the Premium Service will only become effective when BLOGMUSIK sends the confirmation email mentioned above. BLOGMUSIK recommends to the Subscriber to keep and/or print this email.

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

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

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

The Subscriber must immediately inform BLOGMUSIK of any loss or unauthorized use of his account, his identification details and his password. The password 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 BLOGMUSIK 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 in the currency of the country where the Subscriber lives and includes all taxes.

BLOGMUSIK has the right to modify the price of every subscription offers. BLOGMUSIK 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 BLOGMUSIK. 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 BLOGMUSIK and must be supported only by the Subscriber.

Article 9 – Payment of the price

Different payment methods are offered on the Site (Visa or MasterCard credit card, PayPal).

It is underlined that when a subscriber communicates to BLOGMUSIK his bank details, they are not kept by BLOGMUSIK.

The Subscription price has to be paid monthly no matter the duration of the subscription chosen by the Subscriber. The payment will be made, at the beginning of each month, at the time of registration and then each month, by debit until the termination of his subscription, whether the termination initiates from the subscriber or BLOGMUSIK.

In order to optimize the security of the transactions, BLOGMUSIK has chosen the payment systems of the companies Paypal and Ogone. The guarantees provided by BLOGMUSIK in term of transactions security are identical to the ones obtained by BLOGMUSIK from the editors of the payment systems mentioned.

Failing to provide conflicting elements by the Subscriber, the computerized records, kept within the BLOGMUSIK 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 BLOGMUSIK. These information will be enforceable between the Subscriber and BLOGMUSIK 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 – Disclaimer of Warranties

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

As a result, BLOGMUSIK 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 BLOGMUSIK can never be held liable. BLOGMUSIK can never be held liable of any dysfunction or damage caused to the Subscriber's equipment.

More broadly, BLOGMUSIK 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.

BLOGMUSIK 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 BLOGMUSIK 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 BLOGMUSIK by a third party in relation to his use of the Service.

Article 12 – Privacy Policy

BLOGMUSIK 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. In that purpose, they can be transferred to companies in charge of the management, the execution and the processing of the payment operations. These information and data are also kept for security reasons, in order to respect the legislation to which BLOGMUSIK is submitted. These Data are processed and kept at the Site hosting provider identified within the legal notice, which can be found on the Site, in conditions aiming to guarantee security.

If the Subscriber provides his consent, the collected data can also be used for the management of commercial relations in order to establish statistics and also provide BLOGMUSIK with the possibility to improve and personify 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 BLOGMUSIK via the Site by clicking on the section "Contact Us" or by writing.

If you gave your consent (for example at time of creation of you account in order to subscribe to the Premium Service), you may receive a newsletter from BLOGMUSIK to the email address you have provided and, if applicable, modified by yourself. If you do not wish to receive this newsletter, you can at any time unsubscribe by clicking on the link placed at the bottom of each newsletter or by modifying your data via your account on the Site by clicking on the section "Modify your personal data" (to access this section, [click here](#)).

If the subscriber has given his consent (by example at the time of creation of his account in order to register to the Service), the Subscriber may receive offers from BLOGMUSIK's partners to his provided email address and, if applicable, later on modified by him 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.

Article 13 – “cookies”

BLOGMUSIK needs to implement a cookie on your computer. A cookie does not permit a personal identification. However, it registers information relating to your computer's navigation on the Site (the pages visited, the data and hour of visit, etc.) which BLOGMUSIK can read on your next visit. It will enable BLOGMUSIK 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 BLOGMUSIK will be kept for less than 6 (six) months.

BLOGMUSIK informs you that the setting of your browser enables you to detect the presence of cookies and oppose to their registration. This procedure is specified in the section “Personal data” on the Site.

Article 14 – Intellectual Property

The general structure of the Site, the 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 BLOGMUSIK and/or his licensors (notably the records and videos producers, the record companies, authors societies).

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

Any total or partial representation of the Site, of the Premium Service and/or elements composing it (as described above) by any means without the express consent of BLOGMUSIK 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 expressly forbidden.

The tracks on the 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 scope 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 the recordings offered on the Site solely for listening, or more broadly using the recordings in a manner unauthorized in the Terms.

Article 15 – Suspension and/or termination initiated by BLOGMUSIK or the Subscriber

Without prejudice of any damages that BLOGMUSIK may ask, BLOGMUSIK 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 BLOGMUSIK or its licensors
 - o bypass or attempts to bypass the technical measures of protection set up by BLOGMUSIK
 - 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 BLOGMUSIK's commercial interests.

As far as the Subscriber is concerned, he will be able to terminate, without notice nor compensation to the benefit of BLOGMUSIK, his contract or subscription if BLOGMUSIK 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 16 – Modifications of the Terms

BLOGMUSIK 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 17 – Customer service department

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

BLOGMUSIK
108 rue de Richelieu
75002 Paris
FRANCE

Article 18 – 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 19 – 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 – Generalities

The web site DEEZER, which can be found at the address <http://www.deezer.com> (hereinafter the “Site”), is a publication created, developed and operated by BLOGMUSIK (hereinafter “BLOGMUSIK”) a French corporation registered under n° B 495 246 308, with principal offices located 108 rue de Richelieu 75002 Paris, FRANCE.

The Site Deezer offers graciously to its visitors and members the possibility to discover and access music through different types of services (smartradio) and functionalities (community).

The Site also offers a music on demand and unlimited mobile service with a downloading functionality through a paid subscription (hereinafter “The Service”).

The hereby conditions of use and sale (hereinafter the “Terms”) exclusively govern the Premium + Service provided by BLOGMUSIK. 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 BLOGMUSIK, on one hand, and any subscriber to the Premium + Service (hereinafter the “Subscriber”), on the other hand.

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 – Service Stand Alone Premium + Presentation

The Stand Alone Premium + Service is a service offered and operated by BLOGMUSIK enabling, by subscribing 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 Stand Alone Premium Service.

The main characteristics of this Service are the followings:

- Unlimited access, for the purpose of temporally downloading on three authorized devices (personal computer and mobile phones) the tracks part of the Premium + Service music catalog 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 depending on its duration (month, year, etc...). 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.

Article 3 – Terms of Use of the Premium+ Stand Alone Service

Access to the Service is only possible from a personal computer by connecting to the Site or through the application “Deezer Desktop” whose download is proposed at the time of subscription to the Premium + Service.

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

The use of the Service requires a high-speed internet connection and an internet service for mobile phones. These connections are not provided by BLOGMUSIK, 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 catalog available, as part of the Service, is linked to the contracts in effect with the right holders and may therefore change. BLOGMUSIK cannot guarantee the availability of any determined track or album or any artist or group in the Service catalog. Moreover, BLOGMUSIK cannot guarantee that any determined track, album, artist or group on the Service catalog will be indefinitely available. BLOGMUSIK can never be held liable for the removal of parts of the catalog content offered.

As a subscriber, you can activate the Service on a personal computer (PC or MAC) and a compatible mobile phone registered with the Service. The Service is only accessible from one connection at a time (personal computer or compatible mobile phone registered). BLOGMUSIK 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 Service

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

However, BLOGMUSIK has the right to bring any modification and amelioration to the Service as it deems necessary for technical evolution. BLOGMUSIK promises that no modification or increase of the prices and no modification of quality or important modification of the functionalities of the Service will occur.

In addition, BLOGMUSIK has the right, without prior notice or compensation, to temporarily remove access to the Service if necessary in order to ensure the maintenance due to technological evolution or continuity of the Service. The Subscriber recognizes that BLOGMUSIK cannot be held liable and

waives any right to compensation and/or action against BLOGMUSIK in that respect. The temporary Service interruptions will be, when possible, notified on the Site at least 24 (twenty four) hours before they occur, unless they are urgent. BLOGMUSIK also has the right, without compensation, to definitely shut the Service. Any final shutdown of the 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 Service shutdown.

Article 5 – Absence of the right to revocation – duration – renewal – termination.

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. Consequently, no request for revocation, cancellation or refund will be accepted after such validation.

5.2 Duration

BLOGMUSIK offers a monthly subscription (or any other duration depending on the offers made on the Site). Some trial or discovery periods of the 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.

5.3 Renewal

Except termination by the Subscriber within the terms 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 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 Service.

5.4 Termination

In order to terminate a subscription, the Subscriber must notify on his account by clicking under the section “Terminate my Subscription”. The termination will be effective at the end of the current subscription period if a notice has been sent at least 48 (forty eight) hours before its end, and for a trial or discovery period until the date and hour of termination as indicated on the account of the Subscriber, unless otherwise indicated on the Site.

In case the notice period is not respected, the subscription is fully renewed.

No refund of the Service subscription price can be received due to the termination. The entire sums paid for the subscription will definitely be acquired by BLOGMUSIK.

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 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 – Subscription to the Premium Service – 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 by validating his subscription to the Service.

Once his registration has been validated, BLOGMUSIK 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 Service will only become effective when BLOGMUSIK sends the confirmation email mentioned above. BLOGMUSIK recommends to the Subscriber to keep and/or print this email.

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

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

The Subscriber agrees to inform BLOGMUSIK, 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 on his account on the Site by clicking on the section “Modify my personal data”.

The Subscriber must immediately inform BLOGMUSIK 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 BLOGMUSIK 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 in the currency of the country where the Subscriber lives and includes all taxes.

BLOGMUSIK has the right to modify the price of every subscription offers. BLOGMUSIK 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 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 Service and applicable to BLOGMUSIK. The conditions for termination applicable in case of modification of the 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 Service are not supported by BLOGMUSIK and must be supported only by the Subscriber.

Article 9 – Payment of the price

Different payment methods are offered on the Site (Visa or MasterCard credit card produced, PayPal).

It is underlined that when a subscriber communicates to BLOGMUSIK his bank details, they are not kept by BLOGMUSIK.

The Subscription price has to be paid monthly no matter the duration of the subscription chosen by the Subscriber. The payment will be made, at the beginning of each month, at the time of registration and then each month, by debit until the termination of his subscription, whether the termination initiates from the subscriber or BLOGMUSIK.

In order to optimize the security of the transactions, BLOGMUSIK has chosen the payment systems of the companies Paypal and Ogone. The guarantees provided by BLOGMUSIK in term of transactions security are identical to the ones obtained by BLOGMUSIK from the editors of the payment systems mentioned.

Failing to provide conflicting elements brought by the Subscriber, the computerized records, kept within the BLOGMUSIK 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 BLOGMUSIK. These information will be enforceable between the Subscriber and BLOGMUSIK 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 – Disclaimer of Warranties

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

As a result, BLOGMUSIK disclaims liability for the dysfunction of the Service access, the opening and consultation velocity of the Site pages, the listening velocity of the tracks, the temporary or final inaccessibility of the 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 BLOGMUSIK can never be held liable. BLOGMUSIK can never be held liable of any dysfunction or damage caused to the Subscriber's equipment.

More broadly, BLOGMUSIK 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.

BLOGMUSIK 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 BLOGMUSIK 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 BLOGMUSIK by a third party in relation to his use of the Service.

Article 12 – Privacy Policy

BLOGMUSIK 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. In that purpose, they can be transferred to companies in charge of the management, the execution and the processing of the payment operations. These information and data are also kept for security reasons, in order to respect the legislation to which BLOGMUSIK is submitted. These Data are processed and kept at the Site host identify within the legal notice which can be found on the Site in conditions aiming to guarantee security.

If the subscriber provides his consent, the collected data can also be used for the management of commercial relations in order to establish stats and also provide BLOGMUSIK 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 BLOGMUSIK via the Site by clicking on the section "Contact Us" or by writing.

If you gave your prior consent (for example at the time of creation of your account in order to subscribe to the Service), you may receive a newsletter from BLOGMUSIK to the email address you have provided and, if applicable, modified by yourself. If you do not wish to receive this newsletter, you can at any time unsubscribe by clicking on the link placed at the bottom of each newsletter or by modifying your data from your 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 Service), the Subscriber may receive offers from BLOGMUSIK'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.

Article 13 – "cookies"

BLOGMUSIK needs to implement a cookie on your computer. A cookie does not permit a personal identification. However, it registers information relating to your computer's navigation on the Site (the pages you visited, the data and hour of visit, etc.) which BLOGMUSIK can read on your next visit. It will enable BLOGMUSIK 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 BLOGMUSIK will be kept for less than 6 (six) months.

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

Article 14 – Intellectual Property

The general structure of the Site, the Service and all elements composing it (such as but not limited to the logos, domain names, tracks or videos, and their associated elements such as the photos, images, texts and biography of the authors, artists and/or any legal beneficiary on the tracks or videos but also the visuals on the packaging) are the exclusive property of BLOGMUSIK 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 BLOGMUSIK 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 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 15 – Suspension and/or termination initiated by BLOGMUSIK or the Subscriber

Without prejudice of any damages that BLOGMUSIK may ask, BLOGMUSIK 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 BLOGMUSIK or its licensors
 - o bypass or attempts to bypass the technical measures of protection set up by BLOGMUSIK
 - 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 BLOGMUSIK’s commercial interests.

As far as the Subscriber is concerned, he will be able to terminate, without notice nor compensation to the benefit of BLOGMUSIK, his contract or subscription if BLOGMUSIK 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 16 – Modifications of the Terms

BLOGMUSIK 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 17 – Customer service department

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

BLOGMUSIK
108 rue de Richelieu
75002 Paris
FRANCE

Article 18 – 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 19 – 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 for Developers

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

BLOGMUSIK is a French corporation with an income of 50.406,67€, registered under number B 495 246 308, with its principal offices located at 108 rue de Richelieu 75002 Paris, FRANCE.

BLOGMUSIK is hereinafter referred to as "DEEZER" for these terms of use (hereinafter the "Terms").

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 (hereinafter the "Deezer Plugins") in order to customize his site and/or develop personal web pages, blog (hereinafter the "Webpages") and personal applications (hereinafter the "Application") providing access to the Deezer music catalog (hereinafter the "Recordings").

Access to the Deezer for Developers (hereinafter the "Services") available on the Site is strictly subordinate to the acceptance without any reserve and the respect of the Terms by every developer.

I. Description of the Services.

The Site offers the possibility for Developers to access the Deezer API and Deezer Plugins in order to customize and/or develop Webpages and Applications.

1. Access to the Deezer API

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

The Deezer API shall be provided to the Developer upon its request on the Site following the process indicated at the following URL: <http://www.deezer.com/fr/developers/simpleapi>.

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

Once the Developer has developed the Webpage and/or Application, it shall be submitted them to Deezer's approval prior to being used online which shall be provided by Deezer at its own discretion.

The Developer agrees to follow the guidelines provided by Deezer for the development of the Webpage and/or Application regarding notably all technical, graphic and ergonomic guidelines.

The Developer recognizes that it shall be granted no right upon the Deezer API, the Application that it shall develop and the content of the Deezer services.

2. Use of the Deezer Plugins

The Developer can use the Deezer Plugins without Deezer's prior approval if the Deezer Plugins are integrated within his personal website, edited solely by him, and for non commercial purpose (e.g: on his personal blog).

If the Developer wishes to use the Deezer plugins for any other purpose than integrating it on a personal website, notably to integrate it on a commercial website (e.g.: on the website of a company), he shall submit a request to Deezer and obtain Deezer's prior approval, which shall be granted at Deezer's own discretion.

The Developer agrees to ensure that his website abides by public order and good manners and more broadly do not infringe effective laws and regulations.

II. Developer liability

The Developer is solely liable for any messages, content or information which shall appear on his website.

The Developer agrees never to use the Deezer Plugins, the Webpage and/or the Application for commercial gain.

The Developer agrees to inform by any means any person using the Deezer plugins, the Webpages and/or Application of its conditions of use and notably that the streaming of recordings is limited to a strictly private use within a family scope.

The Developer agrees to immediately inform DEEZER of any infringing and unlawful use that he would be aware of.

The Developer recognizes that Deezer can remove access to the Services, Deezer Plugins and to the Deezer API, at any time without prior notification to the Developer, if Deezer discovers by any means that the Deezer Plugins, the Webpage and/or the Application are not used in an appropriate manner and notably are not only used on a personal website and/or for commercial gain.

III. Technical Protection Measures of the Recordings.

The Member recognizes that the Recordings 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.

The Developer agrees not to bypass, by any means, these measures, for the purpose of downloading the Recordings, only offered on the Site for listening, or more broadly using the Recordings in violation of the Terms.

DEEZER informs the Developer that it shall remove access to the access to the Services, Deezer Plugins, to the Deezer API and to the Site to any Developer in case of any bypass by Developer or any third party of the technical protection measures provided by DEEZER or any authorized use.

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 legal beneficiary of the copyrights on the recordings provided by DEEZER on and from the Site.

IV. DEEZER obligations and disclaimer of warranties

DEEZER guarantees it holds the required authorizations for the exploitation of the Recordings under the Terms.

It is expressly agreed that 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 downloading of the Recordings.

DEEZER cannot be held liable for independent technical problems of its service such as maintenance or network issues due to the internet service provider and which could lead to a temporary intermission of the network; the Developer also accepts the internet restrictions and limitations, notably for transfer of data via the networks and damages to the data.

DEEZER cannot be found liable for the dysfunction of internet links on the Site transferring to external website whose integration has been made by the Developer, nor for their content and notably the advertisements, products, services and/or any other available materials on and from these external websites.

V. Intellectual Property

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

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 are strictly forbidden and would amount to an act of counterfeiting punished by law.

VI. Modification of the Site.

DEEZER has the right to modify its Deezer API, the Deezer Plugins and/or the Site notably by making available new functionalities or by modifying and/or deleting functionalities that were offered to the Developers on the Deezer API, the Deezer Plugins and/or on the Site.

VII. Removal of Access by Blogmusik

Developer recognizes that Deezer has the right at any time and at its own discretion to remove access to the Services, the Deezer Plugins and to the Deezer API.

VIII. Applicable law

The Terms are submitted to 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.