

# NONEXCLUSIVE LICENSE BACKGROUND MUSIC PARTICULAR TERMS AND CONDITIONS

## JAMENDO SA

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## USER

Contact : Petr Holek  
Company name : Petr Holek  
Address : Bělehradská 49  
12000 Praha  
Praha  
Czech Republic  
Represented by Petr Holek

**Tel : +420723139765**  
**Email : shangri-la@email.cz**

## PLACE

Place : Bělehradská 49 - 12000 Praha - Praha Czech Republic

Surface : under 100 m<sup>2</sup>

Duration : 12 months as of the signing of this document

**Fee** : 48 euros

The authorization takes effect only upon full payment of the fee.

This authorization is given pursuant to the aforesaid terms and conditions and to the General Terms and Conditions hereafter, which the User declares having approved when he ordered the present license.

## General Terms and Conditions (BACKGROUND)

JAMENDO is a platform accessible on the Internet, the purpose of which is the distribution, under a Creative Commons license, of musical works.

The User operates a Place open to the public and wishes to represent therein Works from the Web site <http://jamendo.pro> as background music.

### 1. Definitions

**CONTRACT** : designates the document that contains as an indivisible whole the General Terms and Conditions and the Particular Terms and Conditions. The Particular Terms and Conditions supplement the General Terms and Conditions and prevail over them in the event of conflict.

**ARTIST** : designates the owner of rights in the subject Works, acknowledged as such by JAMENDO.

**Work** : designates Musical Work selected in the JAMENDO catalogue to be used strictly within the scope of the Contract.

**PLACE** : designates the Place open to the Public operated by the User, the characteristics of which have been declared by the User when he first registered on the Website <http://jamendo.pro>. These characteristics are mentioned in the Particular Terms and Conditions.

**FREE LICENSES** : designates free presentation licenses (Creative Commons ...), listed at the address <http://www.jamendo.com/licencescompatibles>.

**WEB SITE** : designates the web site operated by Jamendo at the address <http://jamendo.pro>.

**USER** : designates a natural person or legal entity designated in the Contract, to whom this license is given.

### 2. Purpose

JAMENDO grants the User a nonexclusive license to represent the Works as background music in the Place pursuant to the terms and conditions specified in the Contract. This license is granted only for the Place above mentioned in the Particular Terms and Conditions. If the User wishes to operate several places and to represent therein Works from JAMENDO, he shall first approve and order a separated license contract for each of these places.

### 3. User Account

Before approving the presents, the User shall have first created a professional User account. To access to this account, strictly Personal item and identification will be provided to the User.

From this account, the User shall be provided with a selection of Works from the Web Site. The User will be entitled to represent the Works pursuant to the present Contract and specially the paragraph 5.

The User guarantees JAMENDO against any wrongful use of, and/or source of injury from, his items of identification, whether or not fraudulent, due to his own acts or omissions or to those of third parties. JAMENDO disclaims all liability in the event of usurpation of elements of Members' identification and/or identity.

### 4. Fee

In consideration of this license, the User will pay JAMENDO a fee in the amount set pursuant to the Particular Terms and Conditions, on the basis of the characteristics and elements declared by the User.

The User guarantees to JAMENDO the accuracy of these characteristics and elements declared when he registered. In case of modification, the User shall inform JAMENDO without any delay by sending an email at the following address [licensing@jamendo.com](mailto:licensing@jamendo.com).

Consequently, JAMENDO may recalculate the aforesaid fee without any prior notification and may require the User for a complement of fee.

In case of wrong declaration, JAMENDO reserves the right to require the payment of a complement of fee at any time. The amount of this fee is before taxes and any withholding tax. This fee shall be fully paid by the User when approving the contract. The User shall pay by credit card, into JAMENDO's Paypal account, or by wire transfer into JAMENDO's bank account, the references of which are mentioned in the Particular terms and Conditions.

### 5. Assignment of rights

JAMENDO grants the User a nonexclusive license for the Place and the duration defined in the Particular Terms and Conditions.

This license only includes the right to represent or have represented, and to exploit and execute the selection of Works publicly by streaming from the Web Site, in the Place as background music.

All rights that are not assigned in the Contract remain entirely JAMENDO's property.

## 6. Duration

The present Contract is concluded only for the duration mentioned in the Particular Terms and Conditions. However, the licensing of the rights takes effect only upon full payment of the fee specified in article 4 of this document.

At the end of the duration, the Contract will be renewed by tacit agreement for the same conditions defined in the Particular Terms and Conditions, unless either party gives notice in the following conditions :

The User shall terminate the contract by sending an email at the address [licensing@jamendo.com](mailto:licensing@jamendo.com) 15 (fifteen) days prior to the end of the Contract.

JAMENDO may also send an email to the User to propose him new conditions for representing Works as background music, 15 (fifteen) days prior to the end of the Contract. In case the User would accept these new conditions, a new contract shall be concluded.

## 7. Intellectual Property

JAMENDO is the sole holder of the intellectual propriety rights in the JAMENDO logo, the "JAMENDO" trademark, and the domain names rooted in <http://jamendo.pro>. The User guarantees JAMENDO against any infringement of these intellectual property rights arising from the performance of the Contract.

## 8. Obligation of the User

To the extent possible, the User commits to indicate to the public the following references for each Work :

- Name of the Artist
- Title of the Work and name of the album from which it is extracted
- Distributed by JAMENDO " <http://jamendo.pro> ".
- The user commits in billing the logo "Powered by Jamendo" provided by JAMENDO in several sides of the Place.

## 9. Guarantees from JAMENDO

JAMENDO guarantees the User that it is fully empowered and is in good standing to confer this license. JAMENDO cannot ensure that the Web Site will function without interruption and errors or that access to Services will be guaranteed, particularly in the following cases:

- faulty use of the Site due to unsuited equipment ;
- malfunctioning imputable to your Internet service provider;
- footprint of the Internet network.

JAMENDO may temporarily suspend exploitation of Services in order to improve them or carry out maintenance operations. If the situation permits, JAMENDO will make every possible effort to inform the User in advance.

## 10. Guarantees from the User

The User commits to inform JAMENDO of any act injurious to the integrity of the Works that is brought to its knowledge. The User guarantees that it will exert its best efforts to ensure that the Works of the Catalogue are not used in such a way as to offend good morals or to violate the laws in effect.

The User won't transfer the present Contract to a third part without the prior written approval of JAMENDO.

## 11. Termination

Should the User fail to meet any of its obligations hereunder, JAMENDO may, at its rights, terminate this agreement 8 (eight) days after a notice served on the failing party by registered letter with an acknowledgement of receipt has remained fruitless.

The fee paid to JAMENDO will remain fully owed JAMENDO and shall not be subject to any reimbursement.

JAMENDO may, as needed, demand redress of the injury incurred.

## 12. Designation of domicile

The parties designate domicile at the address indicated at the head of the Particular Terms and Conditions.

## 13. Jurisdiction

This contract is governed by the law of Luxembourg.

Any dispute regarding its construction or execution shall be submitted to the competent courts of Luxembourg.