

## SPINNIN' PREMIUM TERMS OF USE

Please read these Terms of Use carefully. You should not use or access the Spinnin' Premium if you do not agree to any of the provisions set out in these Terms of Use.

### **Spinnin' Premium**

1. The Spinnin Premium service is a subscription-based service provided by Spinnin' Records B.V. that offers its members/subscribers access to various promotional content and services including but not limited to free downloads of tracks/music owned by Spinnin' Records.

### **Applicability and acceptance of Terms of Use**

2. By accepting these terms or by using the services of Spinnin' Premium you represent and warrant that you have read and understood these Terms of Use, that you are of legal age (i.e. 18 years or more) or that you have your parents' or legal guardians' permission to access and use Spinnin' Premium and that you will abide by these Terms of Use.

### **Changes to the Terms of Use and changes to the Spinnin' Premium service**

3. Spinnin' Records has the right to change, withdraw, alter, replace or otherwise modify these Terms of Use at any time. Any changes to these Terms of Use will be posted on Spinnin' Premium platform. Furthermore, Spinnin' Records shall notify you in advance of any changes in the Terms of Use by sending you an e-mail message to the e-mail address that you have provided with your login credentials. You will have no obligation to continue using the Spinnin' Premium service after any such notification, but if you do you automatically agree to the revised Terms of Use.
4. Spinnin' Records may release every now and then new features and tools or other services and/or features for Spinnin' Premium. These new features, tools and features are subject to these Terms of Use (as well as any changes in the Terms of Use).
5. Spinnin' Records reserves the right to entirely or partially modify, change, withdraw, (temporarily or permanently) suspend, discontinue or terminate the Spinnin' Premium service and/or any of its features and functionalities at any time and for any reason, without giving any reasons and without notice. Spinnin' Records also reserves the right to discontinue, suspend, terminate or cease providing access to the Spinnin' Premium service or any part thereof, temporarily or permanently, and whether in its entirety or with respect to individuals, groups of individuals, individual territories, states or countries only.
6. You hereby agree that Spinnin' Records and its employees, agents, directors, subsidiaries, successors, assigns, affiliates and shareholders shall not be liable to you or to any third party for any changes or modifications to the Spinnin' Premium service as mentioned above, or for any decision to suspend, discontinue, terminate access or terminate the Spinnin' Premium service as mentioned above.

### **Spinnin' Premium account**

7. Use of the Spinnin' Premium service is free of charge. You can and may only use and access the Spinnin' Premium service by finalizing a Spinnin' Premium account which contains a valid e-mail address (which remains valid). Your e-mail address and any other personal information you have provided through your account can be used by Spinnin' Records to send a periodic update of the services offered by the Spinnin' Premium service by Email, for any related services offered by Spinnin' Records, MusicallyStars B.V. and MusicAllStars Management B.V. and to contact competition winners, if applicable. You hereby agree that Spinnin' Premium service (i.e. the application) may access your account, may use your e-mail address and your personal information as mentioned above.
8. Mind that you are responsible for any and all activity emanating from your Spinnin' Premium account, whether said activity was authorized by you or not. You may not use any other person's Spinnin' premium account to use or access the Spinnin' Premium, or attempt to do so.

9. You may not use or access the Spinnin' premium with an account in the name of another person or company or post messages in the name of another person or company. You may not impersonate any other person or company.

#### **Use of Spinnin' Premium**

10. Membership of the Spinnin' Premium subscription enables you to make use of the various offers, giveaways, contests, and discounts the Spinnin' Premium membership offers. Including, but not limited to free downloads of tracks/music owned and offered by Spinnin' Records for a limited period on the location <http://spinninrecords.com/premium>.
11. Members of the Spinnin' Premium subscription may be obliged to support an artists or other brands' (social) media channel(s) before a specific part of the Spinnin' Premium service becomes available.
12. Subject to your strict compliance with these Terms of Use at all times, Spinnin' Records hereby grants you a non-exclusive, strictly personal, revocable, non-assignable, non-transferable, limited and restricted right and license make use of the various offers, giveaways, contests, and discounts the Spinnin' Premium membership offers. Including, but not limited to free downloads of tracks/music owned and offered by Spinnin' Records for a limited period on the location <http://spinninrecords.com/premium>. This license is granted conditional upon your strict compliance with these Terms of Use, including, without limitation, the following:
  - a. You shall not make use of and/or infect the Spinnin' Premium platform with any viruses, worms, spyware, adware, malware and bots or other malicious contents, such as but not limited to data mining tools, automated scripts, apps, bots, botnets, spiders, trojan horses, plugins or extensions with respect to Spinnin' Premium (or any tracks/music on the Spinnin' Premium platform), regardless of the configuration or ways and mode of operation;
  - b. The Spinnin' Premium platform, including its underlying idea, format and designs, is considered to be a copyright protected work. Therefore, you may not copy the Spinnin' Premium format and/or exploit, publish, duplicate or reproduce or otherwise use the Spinnin' Premium format or similar platforms or formats;
  - c. You may not copy, reverse engineer, reverse assemble, decompile, modify or adapt the object and source code of Spinnin' Premium, or attempt to do so;
  - d. You may not submit, share, upload, post, store, transmit, display, copy, distribute, promote, make available or otherwise exploit and/or make available or communicate to the public any messages that are (i) indecent, obscene, sexually explicit, offensive, racist, abusive, libelous, defamatory, that promote or glorify violence, terrorism, or illegal acts, that incite hatred or violence on grounds of race, gender, religion or sexual orientation, or are otherwise objectionable in Spinnin' Records's reasonable discretion, (ii) that violate or infringe the rights of third parties (including, without limitation, copyright, trademark rights, trade name rights, rights of privacy or publicity, confidential information or any other right) or (iii) that consist of any unauthorized advertising, spam or any promotional messages. Any such infringements may and will result in (i) removal of your Spinnin' Premium account, (ii) civil litigation, and/or (iii) criminal prosecution.
13. You warrant that you shall always use Spinnin' Premium in good faith and with good intentions and that you will always comply with the conditions of these Terms of Use and specifically with the conditions mentioned above. You shall not harass, stalk threaten, abuse or otherwise annoy another users or Spinnin' Records (including its employees). Note that Spinnin' Records has the right, without prior notice and in its sole discretion, to remove you and your Spinnin' Premium account immediately or take such actions as it sees fit if you breach the terms of these Terms of Use.

#### **Indemnification**

14. You hereby explicitly agree to indemnify, defend and hold harmless Spinnin' Records, (including its employees, agents, directors, subsidiaries, successors, assigns, affiliates and shareholders) from and against any and all claims, obligations, damages, losses, expenses, and costs, including actual attorneys' fees (in and out of court), resulting from:
  - a. any violation by you of these Terms of Use or any other unlawful act by you against Spinnin' Records; and

- b. any activity on the Spinnin' Premium service related to your Spinnin' Premium account, be it by you or by any other person accessing your Spinnin' Premium account with or without your consent.

### **Disclaimer**

- 15. The Spinnin' Premium service is provided 'as is', 'as available', and 'with all faults'. Spinnin' Records makes no guarantees, warranties, representations or promises of any kind whatsoever (express or implied) regarding the Spinnin' Premium Service. Spinnin' Records does not guarantee
  - a. the uninterrupted, secure, error-free or timely use of the Spinnin' Premium service;
  - b. that defects will be corrected;
  - c. that the Spinnin' Premium Service or any part thereof will be free of viruses or other harmful components;
  - d. that the Spinnin' Premium service shall not harm your hardware and/or software; and/or
  - e. that the Spinnin' Premium service is fit for a certain or particular purpose.

### **Limitation of Liability**

- 16. Spinnin' Records (including its employees, agents, directors, subsidiaries, successors, assigns, affiliates and shareholders) shall have no liability for any loss of profits, any other loss, or damage arising from:
  - a. any temporary or permanent suspension of the Spinnin' Premium service, temporary or permanent cessation of access to the Spinnin' Premium Service and any changes that Spinnin' Records may make to the Spinnin' Premium service or any part thereof;
  - b. any errors or omissions in the Spinnin' Premium service's technical operation;
  - c. your inability to access, visit or use the Spinnin' Premium service;
  - d. any loss or damage to any hardware or software, any loss of information and/or data; and/or
  - e. any loss of profits, or any other loss or damage you suffer which is not a foreseeable consequence of Spinnin' Records breaching these terms of use. Losses are foreseeable where they could be contemplated by you and Spinnin' Records at the time you agree to these Terms of Use, and therefore do not include any indirect losses, such as loss of opportunity.
- 17. Any claim or cause of action against Spinnin' Records related to your use of the Spinnin' Premium service must be notified to Spinnin' Records as soon as possible and by registered mail, only to the aforementioned address.
- 18. Nothing in these Terms of Use limits or excludes the liability of Spinnin' Records (including its employees, agents, directors, subsidiaries, successors, assigns, affiliates and shareholders) for any death or personal injury caused by its negligence or deliberate acts and/or omissions, for any form of fraud or for any form of liability which cannot be limited or excluded by law.
- 19. Note that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages; therefore the above limitations or exclusions may not apply to you. If this is the case, you acknowledge and agree that such limitations and exclusions reflect a fair, reasonable allocation of risk between you and Spinnin' Records, also given the fact that the use of the Spinnin' Premium service is free of charge, and that Spinnin' Records's liability will be limited to the maximum extent permitted by applicable law.

### **Miscellaneous**

- 20. Spinnin' Records may assign its rights and its obligations under these Terms of Use, in whole or in part, to any third party at any time without prior notice. You may not assign the rights and obligations under, in whole or in part, to any third party without the prior written consent of Spinnin' Records.
- 21. Should one or more provisions of these Terms of Use be found to be unlawful, void or unenforceable, such provision(s) shall be deemed severable and will not affect the validity and/or enforceability of the remaining provisions of the Terms of Use, which will remain in full force and effect.

22. These Terms of Use constitute the entire agreement between you and Spinnin' Records with respect to your use of the Spinnin' Premium service, and supersede any prior agreement between you and Spinnin' Records.
23. These Terms & Conditions are available at <https://www.spinninrecords.com/files/spinninpremiumtermsfuse.pdf> and can be stored and printed.
24. Except when otherwise required by the mandatory law of The Netherlands, The United States of America or any member state of the European Union this Agreement is subject to the laws of The Netherlands and you hereby agree, and Spinnin' Records agrees, to submit to the exclusive jurisdiction of the courts in Amsterdam, The Netherlands for resolution of any dispute, action or proceeding arising out of or in connection with these Terms of Use and/or the use of the Spinnin' Premium service.