

TIDAL - Terms & Conditions of Use

Effective as of 25 May 2018

By visiting, accessing, or using TIDAL, you signify that you have the right, authority and capacity to enter into this Agreement, that you have read and understand this Agreement, and that YOU AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING AUTO-RENEWALS OF YOUR SUBSCRIPTION AND PROVISIONS REGARDING Governing law. PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SERVICES.

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1. Introduction

This document (the “Terms”) together with the applicable Privacy Policy (collectively the “Agreement”) sets out the terms and conditions governing visits, access and use of the music service TIDAL by the end user (“you”). The term “you” includes additional registered users whenever permitted under the applicable subscription, visitors, and others who access or use any of the Services.

The “Services” means the music service branded ‘TIDAL’, mobile and device applications and all services provided by TIDAL, TIDAL’s affiliated entities or TIDAL’s vendors, or other third parties with whom TIDAL contracts to provide the Services that are inherently related to the music service branded ‘TIDAL’. These may include, but are not limited to websites and applications for desktops, tablets and mobile handsets, set-top boxes and stereo equipment. The Services may also include your ability to edit certain Service Content (as that term is defined in Section 8, below) that is specifically cleared for such use (the “Editable Content”) and User content (as that term is defined in Section 9, below), and save such edited Editable Content and User content to your own playlist without the ability to share or otherwise reproduce, distribute, publicly perform, or publicly display such edited Editable Content and User content (the “Edit Functionality”). Each instance of edited Editable Content or edited User content shall be deemed a “Remix” hereunder.

The Services are provided by Aspiro AB (“TIDAL,” “we” “us” and/or “our”). You may contact us at: TIDAL – Customer Support, 1411 Broadway, New York, NY 10018, or by email at support@tidal.com.

The current Agreement will appear on our website with the effective date that the Terms and/or Privacy Policy were updated. TIDAL may, in its discretion, make changes to the Agreement. When we make material changes to the Agreement, we’ll provide you with prominent notice as appropriate under the circumstances, e.g., by sending you an email. Your continued use of the Services after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such notice carefully. If you do not wish to continue using the Services under the new version of the Agreement, you may terminate the Agreement by contacting us at support@tidal.com.

2. Prerequisites for access to the service

You need access to the internet in order to use the Services, and any cost for accessing the internet shall be your responsibility. This also applies when using the Service via mobile phone, tablet, or other personal device capable of internet connection. If you use the Services via mobile telephone you should familiarize yourself with applicable data transfer costs for your mobile carrier plan. TIDAL does not have any responsibility or liability for data transfer costs you may incur when using the Services. We cannot

guarantee that the Services will work with all devices. Please visit

<https://support.tidal.com/hc/en-us/articles/115005872445-System-Requirements> for more information about our compatibility specifications.

It is your responsibility to ensure that you are able to comply with the relevant system requirements described above. TIDAL accepts no responsibility for any lack of functionality that is due to your equipment (including your device, internet connection, operating system or settings and software). Access to parts or all of the Services may be restricted from time to time to allow for repairs, maintenance or updating.

You may not use the Services in any way that is fraudulent or illegal or is expressly prohibited by these Terms. By using the Services, you confirm to us that you accept these Terms and that: (a) you are 18 years of age or over; or (b) you are between the age of 13 and 17, and have express permission from your parent or guardian to use the Services. If you are under age 13, you are not permitted to use the Services or to submit any personally identifiable information to TIDAL. If you reside in a country where the minimum age to use the Services or to submit any personally identifiable information to TIDAL is greater than 13, such age limitation shall apply and you are not authorized to engage in the foregoing unless you meet such age limitation in accordance with your country's own laws. If TIDAL reasonably believes that you have not told us your true age, we may suspend your use of the Services until you have provided us with acceptable proof of age. If you are a parent or guardian and believe TIDAL may have inadvertently collected personal information from your child, please notify TIDAL immediately by sending an email to Tidal - Customer Support at support@tidal.com detailing the basis of your belief and your request.

The Service requires you to register and create accounts for validation. You agree to: (a) provide accurate, current and complete information as prompted by any registration forms on the Services; (b) maintain and promptly update such information and any other information provided to TIDAL, to keep it accurate, current and complete; (c) maintain the security of your password and identification; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

TIDAL reserves the right to suspend or remove your account or prohibit your use of the Services, without responsibility or liability to you, if we reasonably believe there may have been a breach of security on your account or if activities occur on your account that we reasonably believe seriously breach the Agreement.

3. Purchase, price information, payment terms, right of cancellation and refund policy

In order to take out a subscription to the Services or to make any purchase in connection with the Services, you must (a) have reached the age of 18 years or (b) be between the age of 13 and 17, and have express permission from your parent or guardian to use the Services.

(a) Subscription. Certain aspects of the Services provided by TIDAL, third parties, or both may require you to purchase a subscription for a period of time as specified during sign-up (collectively a "Subscription"). Your Subscription, which may start with a thirty (30) day free trial period, will automatically renew on a monthly or annual basis (as specified during your sign-up) unless you cancel your Subscription as provided in Sections 3(e) and 3(g), or we terminate your Subscription as provided in Section 18.

(b) Bundles. TIDAL may contract with a third party telecommunication provider to provide the Services to you through a bundle package together with other services provided by such third party provider. The payment terms for such bundle package, as well as other terms and conditions governing your use of the bundle package, may differ from the terms set out in this Agreement. You are responsible for reviewing such bundle terms or any other terms governing your use of the services provided by your telecommunication provider before agreeing to any bundle package and accessing the Service via such bundle package. If you have purchased a bundle package, payment will be taken from you by your telecommunication provider. Should you wish to cancel or terminate your subscription via such bundle package or obtain any further information in respect of payment methods, billing cycles, automatic renewals or refunds you must contact your provider. Other than this sub-section (b), Section 3 of this Agreement does not apply to you if you have purchased the Services as part of a bundle package from your telecommunication provider or any other third party.

(c) Promotion/Trials. TIDAL, vendors, or other third parties with whom we contract to provide the Services may offer special promotions/trials with differing conditions and limitations which may be subject to different terms from these Terms. Any additional terms to these Terms will be disclosed at sign-up or in other communications made available to you prior to sign-up. You are responsible for reviewing any additional terms governing your use of such special promotions or trials before accessing any special promotions or trials. At the end of the free or promotional trial period, your subscription will automatically renew for further rolling subscription periods of such duration as set out in the product details when you signed up for the trial or promotion and you will start to pay for the subscription. To avoid any charges, you must cancel before the end of the free trial. You are entitled to only one free trial per lifetime. Any attempt to utilize more than one free trial is an unauthorized use of the Services and/or Service Content and amounts to a breach of the Agreement. If TIDAL determines, in its absolute discretion, that you have utilized more than one free trial, TIDAL reserves the right to terminate your access to the Services, Service Content, and/or the Agreement.

(d) Shopping in the store. It is not necessary to buy a Subscription to make a purchase at the TIDAL Store. To make a store purchase, you'll be prompted to sign in to your account.

If you do not have an account, create a free account and choose a username and password. Upon completion of the Store purchase, the purchased music or album will appear in your account for download. You can download store purchases on one device. Once downloaded, your in-store purchase will no longer be available in your account. All shopping in the store is final. You are responsible for backing up each purchase in the TIDAL Store

(e) Payment Methods. In connection with any and all Subscriptions that you select to purchase you must provide TIDAL with a current, valid, accepted method of payment, which may change from time to time ("Payment Method"). All Subscription purchases are subject to this Agreement and any additional terms and conditions, including any fees, imposed by your financial services provider and/or mobile carrier, as applicable. You are solely responsible for reviewing the terms of use, Privacy Policy or any other terms governing your use of the services provided by your financial services provider and/or mobile carrier. By providing a Payment Method in connection with any Subscription, you hereby authorize TIDAL to debit the total cost of said Subscription and agree to be responsible for any foreign transaction charges associated with your Subscription purchase. Should charges for which you are responsible fail at the time payment is required, you may be responsible for costs associated with TIDAL's efforts to collect amounts due in accordance with applicable laws. You confirm and promise to us that all information you provide in connection with the purchase of a Subscription is true, accurate and complete. The duration and cost of Subscriptions are set by TIDAL in its sole discretion. When you purchase a Subscription, you will initially be charged at the rate applicable at the time of your initial agreement to subscribe. If the price of the Subscription increases later, we will provide you with written notice before the end of the billing period in which the change is made. If you do not accept the change to your Subscription, you will be entitled to terminate this Agreement.

(f) Billing Cycle. As indicated during sign-up, the fee for certain Subscriptions must be paid in a single upfront payment while other Subscriptions may allow payment on an installment basis. If the Subscription fee is paid in a single upfront payment, the total Subscription fee is due and payable to TIDAL immediately upon sale and your Payment Method will be automatically billed at that time. If the Subscription fee is paid on an installment basis, your Payment Method will automatically be billed at the beginning of each installment period as specified during sign-up.

(g) Automatic Renewal. In order to provide continuous service, you agree that TIDAL will automatically renew a Subscription on or about the date the Subscription expires. Such renewal will be for the same duration of the original subscription term and will be billed at the non-discounted rate for the Subscription as of the date of your enrollment and according to your original billing cycle method (i.e. either as a single upfront payment or

renewing your Subscription by the method you choose (e.g., automatic payment on an installment basis). By enrolling in a Subscription, you agree that your Subscription will be subject to the above-described automatic renewals unless you cancel your

Subscription in accordance with the terms of this Agreement. You also agree that the amount billed may be different if your original Subscription was purchased using a promotional/trial offer and you authorize TIDAL to charge your Payment Method for such varying amounts as indicated at the time of sign-up. You agree that you are responsible for other charges, including any foreign transaction charges, that may be imposed by credit card providers, payment processors or other third parties in connection with your use of the Subscription. Your Subscription will remain in effect and continue to renew automatically until it is cancelled.

IF YOUR ACCOUNT IS MANAGED THROUGH TIDAL (AND NOT THROUGH A THIRD PARTY) AND YOU WISH TO CANCEL YOUR AUTOMATIC SUBSCRIPTION RENEWAL, you may do so by visiting your account settings page (<https://tidal.com/account>), going to the section called “Subscription” and clicking on “Cancel my subscription”. TIDAL will make reasonable efforts to process cancellation requests within two business days from the receipt of the cancellation request. All other cancellations are required to be made directly through the third party that manages your TIDAL Subscription.

(h) Refund Policy. We will not refund any fees paid to us, including any advance charge(s) or payment(s) for any subscription term for the Services, unless otherwise required by law or the terms of this Agreement.

(i) Charge Backs. If you dispute Subscription charges with your credit card company or financial institution, and TIDAL’s investigation determines the charges were valid, we may, on reasonable written notice to you, charge to your TIDAL account the reasonable required cost of responding to your charge back request. TIDAL’s Privacy Policy details what information TIDAL may share with your financial institution as part of the investigation into disputed Subscription charges.

(j) Statutory Right to Cancel.

If you are a consumer resident in the European Union, then you may also have the right to cancel your Subscription without giving any reason, and ask for a refund within 14 (fourteen) days of purchasing such Subscription. However, as explained below, this right is lost as soon as you download, stream, access or use any of the Service Content, or use any of the Services.

To cancel your Subscription in accordance with this section, you must inform us of your decision to cancel. You can contact us by sending an e-mail to support@tidal.com. Please make sure that you include the details of your subscription purchase so that we can identify it.

If you validly cancel your purchase in accordance with this section, we will refund the price you paid for your Subscription (if any). We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the Subscription.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you purchase a Subscription, you expressly accept that we start providing you the Services within your 14-day withdrawal period. You acknowledge that by receiving or accessing the Services during this period, you will lose your statutory right to cancel the purchase.

These rights of withdrawal do not affect your legal rights.

4. Special offers

If you have received or purchased access to the Services as part of a special offer, campaign or a partner deal (a “Special Offer”), then the terms presented as part of such Special Offer are a part of this Agreement. Special offers will, unless otherwise specified, only be valid for customers in the country (and state(s)) where it is issued.

5. Restrictions applicable to the use of the service

The Services shall be for private use only and use of the Services in commercial or public settings is not permitted.

The Services shall not be used in any manner that may breach the restrictions applicable to the utilization of the Service Content (as defined in Section 8, below). These include, but are not limited to, prohibitions against: (i) any form of technical intervention in the Services for purposes of using the Services in any manner other than that intended and permitted under the Agreement; (ii) copying and/or making public any Service Content; (iii) assigning any username or password to anyone else; (iv) circumventing any technical mechanisms within the Services that have been established to protect Service Content from reproduction/distribution; (v) using the Services in violation of applicable law; and (vi) failing to respect applicable geographic/territorial restrictions.

The Services may include components that make use of temporary storage of certain Service Content on the various platforms (also called “offline mode”). You have access to this Service Content for as long as you have a valid Subscription. You are not permitted to

gain access to such Service Content via other mechanisms than those available via the

Services. Such Service Content shall not be copied and/or made available outside the Services.

6. Application license

By “Application” we mean an application or other technical interface provided by TIDAL that is used to access the Services. Subject to the terms of this Agreement, TIDAL hereby grants you a personal, non-exclusive, non-transferable, limited and revocable license to download, run and use the Application for personal use on relevant devices owned or controlled by you. Such license also applies to updates and upgrades that replace or supplement the Services in any respect and which are not distributed with a separate license and related documentation. The Application is licensed, not sold, to you, and TIDAL retains ownership of all copies of the Application even after installation on your devices. TIDAL may transfer its rights and obligations, or sub-contract or sub-license its obligations, under this Agreement to another legal entity, provided your legal and consumer rights are not prejudiced. You may not may transfer your rights and obligations, or sub-contract or sub-license your obligations, under this Agreement to another legal entity.

7. Third party applications

The Services provides a platform for Third party applications, websites, platforms and services to make available products and services to you (“Third party applications”), and your use of these Third party applications is subject to their respective terms of use and privacy policies. You should contact the administrator or webmaster for those Third Party Application if you have any concerns regarding such Third Party Application or any content located on such Third Party Application. You understand and agree that TIDAL is not responsible or liable for the behavior, features, or content of any Third Party Application and does not make any representations regarding the behavior, features, content or accuracy of materials on any Third Party Application. You should take precautions when downloading files from all Third party applications and websites to protect your computer / device from viruses and other destructive programs. If you decide to access linked Third party applications, you do so at your own risk.

8. Content restrictions

The Services contain content, such as sound recordings, audiovisual works, other video or audio works, clips, images, graphics, text, software, works of authorship, files, documents,

applications, artwork, trademarks, trade names, metadata, album titles, sound recording titles, artist names, intellectual property, or materials relating thereto or any other

materials, and their selection, coordination and arrangement (collectively, the “Service Content”). The Service Content is the property of TIDAL and/or third parties and is protected by copyright. The Service Content is made available to you only for your personal use as expressly permitted under these Terms.

You are prohibited from using the Service Content as follows:

- Except as permitted under the Terms, all copying, distribution or other use of the Service Content is prohibited without the prior written consent of the Service Content rights holders.
- You have no right to engage in the commercial use, sale, resale, assignment, license, modification, making of copies or derivative versions, display, distribution or promotion of the Service Content; provided that to the extent expressly permitted by TIDAL, you may make derivative versions of the Editable Content for use solely in connection with the Edit Functionality.
- You have no right to play or perform any of the Service Content in public.
- The use or posting of the Service Content on any other website, application or otherwise, or sharing of the Service Content in a networked computer environment, for any purpose is expressly prohibited.
- You shall only use the Service Content on platforms which are at your disposal for your personal use as provided herein and pursuant to your Subscription terms, and which support the Services’ technical protection system. You shall not circumvent or try to circumvent the Services’ technical protection system.

The Service Content is, with few exceptions such as content labeled “created by TIDAL,” automatically uploaded to the platform by third parties such as record labels or their distributors. TIDAL does not review the Service Content supplied by third parties. The fact that Service Content supplied by third parties is available on the platform therefore does not imply any endorsement or approval by TIDAL. You understand that TIDAL is not responsible for features or the specific content of any Service Content supplied by third parties.

Unauthorized use of the Services may also constitute a violation of applicable laws or regulations. If TIDAL, in its reasonable discretion, thinks you have breached the Terms, or has reasonable grounds to believe that you are likely to breach these Terms, we may take any action we think is necessary to protect the Services and the Service Content. We may: (a) restrict, suspend, or (in the case of serious breaches) terminate your right to use the Services; (b) remove your User content (as defined below) from the Services; (c) investigate and take legal proceedings against you; or (d) disclose any information to law enforcement authorities we think is necessary or as required by law. These actions are not

limited and we may take any other action we reasonably deem appropriate.

We are the owner of the TIDAL trademark (the “Trademark”). Nothing in this Agreement or on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademark, without TIDAL’s prior written permission specific for each such use. Use of the Trademark as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by TIDAL in writing. All goodwill generated from the use of the Trademark inures to TIDAL’s benefit.

Elements of the Services including Service Content are protected by copyright, trade dress, trademark, unfair competition, or other state, federal and foreign laws, and the Services may not be copied or imitated in whole or in part, by any means, including but not limited to the use of framing or mirrors. None of the Service Content may be retransmitted without TIDAL’s and/or the appropriate third party’s express written consent in each and every instance.

9. User content

To the extent allowed by the Services, any musical works (sound recordings and underlying musical compositions), audiovisual works (including but not limited to MTV style premium music videos, clips and so called “behind the scenes” audiovisual content), other video or audio works, images, graphics, text, works of authorship, files, documents, applications, artwork, trademarks, trade names, metadata, album titles, sound recording titles, artist names, intellectual property, or materials relating thereto or any other materials that you submit to the Service (“User content”) are generated, owned and controlled solely by you and/or your licensees. We do not claim any intellectual property ownership rights in any User content. After directly sending (“submitting”) your User content to the Services, you continue to retain any intellectual property ownership rights that you may have in your User content, subject to the license below. By submitting any User content on or through the Services, you grant to TIDAL the right to (and to permit TIDAL’s subcontractors to) store, display, stream, reproduce, promote, publicly perform, create and use derivative works of, distribute and otherwise exploit the User content on or through the Services via any and all devices known or devised in the future. For the avoidance of doubt, to the extent you use the Edit Functionality to create a Remix, you acknowledge and agree that you own no right, title or interest therein and that any such Remix shall not be considered your User content hereunder.

(a) The rights you grant to TIDAL are non-exclusive (meaning you are free to permit others to use your User content), fully-paid and royalty-free (meaning that we are not required to pay you for the use on the Services of the User content that you post), sublicensable (so that we are able to use our affiliates, subcontractors and other vendors such as internet content delivery networks and wireless carriers to provide the services related to the

Services), perpetual (forever) and worldwide.

(b) You confirm and promise to us that the User content submitted by you on or through the Services: (i) is owned by you or you otherwise have the right to grant the rights granted above; (ii) does not infringe the rights of any third party, including any intellectual property rights, rights of confidential information or rights in privacy; (iii) does not imply any affiliation, endorsement, approval or cooperation by TIDAL or any artist, band, label, entity or individual without express written consent from such individual or entity; and (iv) shall comply with all applicable laws and these Terms. You agree to pay for all royalties, fees, and any other monies owing any person or entity by reason of any User content submitted by you on or through the Services.

(c) The Services perform technical functions necessary to offer the services on the Services, including but not limited to transcoding and/or reformatting User content to allow its use throughout the Services.

(d) We may reject, refuse to post or delete any User content for any or no reason, including User content that we consider breaches this Agreement or which may be offensive, illegal or breach the rights of any third party, or harm or threaten the safety of any third party. We are under no obligation to you or any other person to oversee, monitor or moderate User content. We may at our option, moderate and review User content to ensure that it complies with these Terms. If we do opt to monitor the Services, we assume no responsibility or liability to you for any User content available on the Services.

(e) The rights granted in this section are granted separately with respect to each item of the User content that you submit to the Services.

(f) You are responsible for the User content that you submit to the Services. You must not upload, share or otherwise exploit any content to which you do not hold the necessary rights. In particular, any unauthorized use of copyright protected material within the User content may constitute an infringement of third party rights and is strictly prohibited. Any such infringements and may also result in civil litigation or criminal prosecution by or on behalf of the relevant rights holder.

10. Prohibited content / activity

You must not upload or share any User content which, in TIDAL's reasonable opinion:

- Is patently offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- Harasses or advocates harassment of another person;

- Exploits people in a sexual or violent manner;
- Contains nudity, excessive violence, or offensive subject matter or contains a link to an adult website;
- Solicits personal information;
- Contains information that poses or creates a privacy or security risk to any person;
- Constitutes or promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- Constitutes or promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
- Involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- Contains restricted or password-only access pages or hidden pages or images (those not linked to or from another accessible page);
- Furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- Solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- Involves any form of user tracking, commercial activities and/or sales without prior written consent from TIDAL such as contests, sweepstakes, barter, advertising, or pyramid schemes; or
- Breaches the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person.

You further agree not to undertake any of the following activities on the Services:

- Criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
- Advertising to, or solicitation of, any user, without the written consent of TIDAL to buy or sell any products or services through the unauthorized or impermissible use of the Services;
- Circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person in circumventing or modifying any security technology or software that is part of the Services;
- Activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software

or program, or otherwise permit the unauthorized use of or access to a computer or a computer network;

- Covering or obscuring the banner advertisements on any page on the Services via HTML/CSS or any other means;
- Any automated use of the system, such as, but not limited to, using scripts to submit information or send comments or messages;
- Interfering with, disrupting, or creating an undue burden on the Services or the networks or services connected to the Services;
- Impersonating or attempting to impersonate another user, person or entity;
- Using the account, username, or password of another user at any time or disclosing your password to any third party or permitting any third party to access your account;
- Selling or otherwise transferring your account;
- Using any information obtained from the Services in order to harass, abuse, or harm another person or entity, or attempting to do the same;
- Accepting payment or anything of value from a third person in exchange for your performing any commercial activity through the unauthorized or impermissible use of the Services on behalf of that person; or
- Using the Services in a manner inconsistent with any and all applicable laws and regulations.

You agree that any breach of the provisions of this Section 10 will be considered a serious breach of the Agreement.

11. Submissions

We have provided our contact information and email links on the Services because we would like to hear from you. However, we do not want you to, and you should not, send TIDAL any documents or other materials that contain confidential or proprietary information. You grant TIDAL an unrestricted, irrevocable, royalty-free license to copy, distribute, and modify any such documents or other materials that you send TIDAL, and to use for any purpose any ideas, trade secrets, know-how or other confidential or proprietary information disclosed in those documents or other materials, and that all of the representations and promises you make pursuant to this Agreement with respect to User content apply equally with respect to any other documents or materials that you send to TIDAL that do not constitute User content.

12. Notice and procedures for making claims of copyright or intellectual property infringement

We may disable and/or terminate use of the Services by users who infringe the intellectual property rights of others. We also have a policy of responding to notices of alleged infringement that complies with the U.S. Digital Millennium Copyright Act (“DMCA”) which may include removing material, including Service Content and/or User content, claimed to be the subject of infringing activity. If we remove material to comply with the DMCA (“Removed Content”), we will attempt to contact the provider of such Removed Content to enable them to make a counter notification pursuant to the DMCA. We will terminate the accounts of any users and/or block access to the Services by any users who repeatedly infringe the copyrights of others.

If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property or privacy rights have been otherwise breached, please provide TIDAL with a notice containing the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- A detailed description of the copyrighted work or other intellectual property that you claim has been infringed;
- A detailed description of where the material that you claim is infringing is located on the website (providing URL(s) in the body of an email is the best way to help TIDAL locate content quickly);
- Your name, address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or other intellectual property right owner or authorized to act on the copyright or intellectual property right owner’s behalf; and
- Your signature.

Send your notice to TIDAL Copyright Department, Aspiro AB, 1411 Broadway, New York, NY 10018 or by email to support@tidal.com. Please note that you may be liable for damages (including costs and attorneys’ fees) if you materially misrepresent that any material is infringing your copyrights or other intellectual property or privacy rights.

The provider of Removed Content may make a counter notification pursuant to Sections 512(g)(2) and (3) of the DMCA. When we receive a counter notification, we may reinstate the Removed Content. To submit a counter notification, you must provide TIDAL with a written notice that includes each of the following items:

- a detailed identification of the material the TIDAL has removed;

- your name, address, telephone number, e-mail address, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or New York, New York if your address is outside of the United States), and that you will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person;
- the statement: "I swear, under penalty of perjury, that I have a good faith belief that each search result or message identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."; and
- your signature.

The counter notification can be sent to TIDAL Copyright Department, Aspiro AB, 1411 Broadway, New York, NY 10018 or by email to support@tidal.com. Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is not infringing the copyrights of others.

If you are the owner of any intellectual property other than copyrighted materials (such as, for example, a trademark), or an agent thereof, and believe that any item of content or other materials on the Services infringes upon your rights in such intellectual property, you must submit a notification to us in the same manner as provided above in respect of notice of alleged copyright infringement, including providing the same information in writing to the designated address set forth above.

DISCLAIMER: WE ARE NOT YOUR LEGAL ADVISERS, AND THE INFORMATION WE PRESENT HERE IS NOT LEGAL ADVICE. WE PRESENT THIS INFORMATION FOR INFORMATIONAL PURPOSES ONLY, AND AS REQUIRED BY LAW.

13. Privacy Policy

TIDAL's Privacy Policy forms part of this Agreement and is incorporated herein by reference.

Any questions, complaints or claims regarding the Services can be directed to: support@tidal.com.

14. The rights of TIDAL

If you fail to make payment or materially breach any provision of the Agreement, and such breach is not caused by circumstances on the part of TIDAL, TIDAL may, taking the interest of the user in account, deny further access to the Services.

You are aware that TIDAL may send Services-related information to you in the form of emails and, where you have made your mobile number available and provided consent, by text messages, as detailed further in the Privacy Policy.

15. No warranty / Limitation of liability

NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT ANY WARRANTIES THAT MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. TO THE EXTENT PERMITTED BY LAW, HOWEVER, WE EXCLUDE ALL OTHER CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO THE SERVICES OR ANY CONTENT ON THE SERVICES, WHETHER EXPRESS OR IMPLIED. IN PARTICULAR, WE DISCLAIM ALL WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A VIRUS, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR TO YOUR DOWNLOADING OF ANY CONTENT ON IT, OR ON ANY WEBSITE LINKED TO IT. WE WILL NOT BE LIABLE TO YOU FOR ANY LACK OF PERFORMANCE, OR THE UNAVAILABILITY OR FAILURE OF THE SERVICES, OR FOR ANY FAILURE BY US TO COMPLY WITH THESE TERMS, WHERE SUCH LACK, UNAVAILABILITY OR FAILURE ARISES FROM ANY CAUSE REASONABLY BEYOND OUR CONTROL.

ANY LIABILITY WE DO HAVE FOR LOSSES YOU SUFFER IS STRICTLY LIMITED TO THE PURCHASE PRICE YOU PAID AND WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT IS NOT FORESEEABLE AT THE TIME WHEN YOU BEGIN USING THE SERVICE.

WE ASSUME NO RESPONSIBILITY FOR THE CONTENT OF WEBSITES LINKED ON THE SERVICES. SUCH LINKS SHOULD NOT BE INTERPRETED AS ENDORSEMENT BY US OF THOSE LINKED WEBSITES. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT MAY ARISE FROM YOUR USE OF THEM.

THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER. NOTHING IN THESE TERMS LIMITS OR EXCLUDES OUR LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE; (II) FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY LAW.

16. Indemnification

To the fullest extent permitted by applicable law, you agree to defend, indemnify, and hold TIDAL and its affiliated entities, and each of their present, former and future parents, predecessors, successors, assignees, subsidiaries, owners, officers and directors (whether acting in such capacity or individually), agents and attorneys harmless from and

against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising from, relating to or resulting from (a) your breach or alleged breach of the Agreement; (b) your unauthorized access to, use or misuse of the Service Content or the Services; (c) any breach of your representations and promises set forth herein, or (d) your violation of any law or the rights of a third party. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to Indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

17. Termination

We may terminate this Agreement and close your account, or suspend your access to the Services, at any time without notice and without responsibility or liability to you, in the event of your actual or suspected unauthorized use or misuse of the Services and/or Service Content, or serious breach of the Agreement. In that event, we will refund to you a pro-rata share of your Subscription charge (if any) to account for the period you will not be able to access the Services.

We may terminate this Agreement and close your account at any time on reasonable notice to you if we cease to provide the Services.

18. Governing law

These Terms are governed by, and construed in accordance with, the laws of the State of New York without giving effect to principles of conflicts of law and the courts of England and Wales shall have non-exclusive jurisdiction to resolve any claims, disputes or disagreements relating to these Terms.

19. Miscellaneous

There is no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and TIDAL or between TIDAL and any other user of the Services. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provision of the Agreement, which shall remain in full force and effect unless such deletion materially frustrates the intent of the parties, in which case this Agreement will terminate. Our failure to act on or enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver

shall be effective against TIDAL unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. This Agreement is not

intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

TIDAL intends to rely on this Agreement, including the applicable Privacy Policy, and any notices regarding the Services sent to you or posted on the Services. If you require any changes to the Agreement, such changes must be expressly agreed to by you and TIDAL in writing. This will help avoid any problems about what you expect from TIDAL and what TIDAL expects from you.

The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

Rozpocznij

Darmowy okres próbny

Pobierz TIDAL

Ceny i pakiety

Import playlisty

Obsługiwane urządzenia

Pomoc

Odkryj TIDAL

O TIDAL

Odkrywaj aplikację

Dla muzyki

Dla artystów