Introduction

Hello and welcome to Spotify's Developer Terms of Use!

Thank you for developing on our platform. We're working hard to bring the world's music to everyone and we'd like you to participate. Please read these terms carefully before using our developer platform. We hope that you have a strong cup of coffee and are listening to a sweet sweet playlist.

Principles

When reviewing our Developer Terms, please keep in mind these two principles:

1. Our users are very important to us. Let's work together to give them tools to access, discover, manage, and share music. While doing so, please respect their data and privacy settings.
2. We respect rights holders, artists, and music. We work hard to make sure that all of the music on Spotify is fully licensed in order to monetize all content on our service. This respect manifests itself in what we do (or don't) support on our platform.

Section I: Acceptance of Terms

1. <u>Acceptance of Developer Terms</u>. We invite you to review, download and use our developer tools accessible, and documentation described, on our developer website (collectively the "Spotify Platform"). Please note that this invitation is subject to your review and agreement with this Developer Terms of Use agreement and certain other terms and conditions (collectively, the "Developer Terms" or "Agreement"). You are not required to agree to the Developer Terms. However, if you reject the Developer Terms, you do not have any right to use the Spotify Platform. If you use the Spotify Platform, you will be deemed to have accepted the Developer Terms and entered into a legally binding contract with Spotify AB ("Spotify", "we", and sometimes "us").
2. <u>Other Terms Incorporated</u>. You should also read our Terms and Conditions of Use, our Privacy Policy, our Branding Guidelines, and the documentation made available to you on our Spotify developer website ("Documentation"). If there is an irreconcilable conflict between the Developer Terms and another of these documents, the Developer Terms shall govern. Please note that if you use any of the Spotify Widgets (defined below), you shall be bound by the Spotify Widget Terms of Use.
3. <u>Acceptance on Behalf of an Organization</u>. If you are developing on behalf of an organization, you agree to these Developer Terms for that organization

and promise that you have authority to bind that organization and its parents, subsidiaries, and sister companies to these Developer Terms. In that case, "you" and "your" will refer to that organization, its parents, subsidiaries, and sister companies.

4. Language. In the event that these Developer Terms are translated into other languages and there is a discrepancy between versions in different languages, the English language version shall prevail to the extent that such discrepancy is the result of an error in translation.
5. Independent Contractors. There is no joint venture, partnership, agency, or fiduciary relationship existing between you and Spotify, and the parties do not intend to create any such relationship by this Agreement.

Section II: Definitions

Before we go any further, we think it would be helpful to define a few key terms. Any defined terms not set out in this section will be clearly defined elsewhere in these Developer Terms.

1. Approved Devices. "Approved Devices" means desktop computers, laptops, netbook PCs, tablets, mobile wireless handsets, and such other devices that we approve in writing from time to time.
2. Audio Preview Clips. "Audio Preview Clips" means 30-second preview clips accessible using the Spotify Platform.
3. Spotify Content. "Spotify Content" means any content, data, information or material made available through the Spotify Service or by Spotify. This includes, among other things, sound recordings, album artwork, artist biographies, metadata, playlists, and user data.
4. Spotify Marks. "Spotify Marks" means all trademarks, service marks, logos, brand names, or trade names used to identify Spotify and its products or services.
5. Spotify Service. "Spotify Service" means the service, websites, software applications, and offers provided by Spotify.
6. Spotify Platform. As defined above, "Spotify Platform" includes any of our developer tools (e.g., APIs, SDKs, Widgets) accessible, and documentation described, on our developer website.
7. Spotify Developer Application or SDA. "Spotify Developer Application" or "SDA" means any application, website or service that accesses the Spotify Service or Spotify Content through, or which incorporates, the Spotify Platform. Please note that Widgets are not included in the definition of SDA.
8. Streaming. "Streaming" means using the Spotify Platform to enable playback of sound recordings available through the Spotify Service. Please note that the use of Widgets and the use of Audio Preview Clips are not included in the definition of Streaming for purposes of these Developer Terms.

9. <u>Streaming SDA</u>. A "Streaming SDA" is an SDA that provides Streaming functionality or some subset of Streaming functionality, regardless of whether it also provides additional functionality.
10. <u>Non-Streaming SDA</u>. A "Non-Streaming SDA" is an SDA that does not provide any Streaming functionality.
11. <u>Widgets</u>. "Widgets" means either or both the Spotify Play Button (or iteration thereof) and the Spotify Follow Button. As noted above, the use of Widgets are governed by the Spotify Widget Terms of Use.

Section III: Licenses and Permissions

1. <u>License to Developer</u>. Subject to and conditional upon your compliance at all times with these Developer Terms, Spotify grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during the Term (defined in the "Term, Termination and Survival" Section) to the following:
   a. <u>Streaming SDAs</u>. Use the Spotify Platform to develop and distribute non-commercial Streaming SDAs that comply with the Branding Guidelines (i) for private personal use (ii) on Approved Devices (iii) by Spotify users who are subscribed to the Premium tier of the Spotify Service (as defined in our Terms and Conditions of Use) at the time of their use of the Streaming SDAs.
   b. <u>Non-streaming SDAs</u>. Use the Spotify Platform to develop and distribute Non-Streaming SDAs that comply with the Branding Guidelines for use with the Spotify Service.
   c. <u>Spotify Platform</u>. Distribute the applicable Spotify Platform only in binary form as part of SDAs that comply with the Developer Terms to the extent such distribution is expressly described in the corresponding documentation. Make a reasonable number of copies of the Spotify Platform for use in accordance with the Developer Terms. Use the Spotify Platform to access and use Spotify Content only as permitted by the Spotify Platform and for the sole purpose of operating the SDAs in accordance with the Developer Terms.
   d. <u>Spotify Marks</u>. Use any of the Spotify Marks found in the Spotify Branding Guidelines solely to promote your use, and the results of your use, of the Spotify Platform in accordance with these Developer Terms, applicable law, and the Spotify Branding Guidelines. You agree that except for the limited license above, these Developer Terms do not grant you any rights to the Spotify Marks and that all goodwill generated through your use of such marks is to the sole benefit of Spotify. If you use any Spotify Marks, you will at no time contest or aid in contesting the validity or ownership of those Spotify Marks or Spotify's rights in them, including, but not limited to, applying to register any trademark, trade name or other designation that is confusingly similar to the Spotify Marks.

2. <u>Limitation</u>. Except as expressly granted in these Developer Terms, neither party grants the other party any intellectual property rights or other proprietary rights. As between you and Spotify, Spotify, its corporate affiliates, and its applicable licensors retain all intellectual property rights (including all patent, trademark, copyright,trade secret, and other proprietary rights) in and to the Spotify Platform (including its documentation and specifications), all Spotify websites, Spotify Content, Spotify Services, and any derivative works thereof.
3. <u>Third Party Software</u>. The Spotify Service may include open source software or third party software. Any such software is made available to you under the terms of the applicable licenses. Please review information here for the applicable notices and license terms related to the Spotify Platform.
4. <u>License to Spotify</u>. You grant to us a paid-up, royalty-free, non-exclusive, worldwide, transferable, sublicensable, irrevocable right and license, under all of your intellectual property rights, to:
    a. Use, perform, make available, display to the public, reproduce, distribute, and import your SDA and use your name, likeness, or brand (which includes all of your trademarks, service marks, logos, brand names ortrade names, your "Marks") to the extent it is incorporated into your SDA;
    b. Link to and direct users to your SDA; and
    c. Sublicense the foregoing rights to our corporate affiliates or any third parties that are working with us as development partners, hosting facilities, and in similar capacities, in order to enable them to perform their services for us.

    Following the termination of this Agreement and upon written request from you, Spotify shall make commercially reasonable efforts, as determined in its sole discretion, to remove references and links to your SDA and any of your Marks from the Spotify website or Spotify Service. Spotify shall have no other obligation to delete copies of, or references or links to, your SDA.

Section IV: Restrictions

1. <u>General Restrictions</u>. You agree that you will follow the restrictions set out below and will not encourage or facilitate others to violate these restrictions.
    a. Do not use the Spotify Platform in any manner that is not expressly authorized in this Agreement.
    b. Do not use Spotify Content for any purpose other than delivering your SDA.
    c. Do not misuse the Spotify Platform, including (i) modifying, editing, disassembling, decompiling, reverse-engineering, or extracting source code from the Spotify Platform (including any client libraries), Spotify Service, or Spotify Content (except to the extent such restrictions are expressly prohibited by law); (ii) distributing or making

copies of the Spotify Platform or making the Spotify Platform available to any person, except as expressly provided in the Developer Terms; or (iii) interfering, or attempting to interfere, with the proper functioning or performance of the Spotify Platform or Spotify Service.

d. Do not facilitate unauthorized access to the Spotify Service or Spotify Content, including (i) enabling access to, or use of, the Spotify Service or Spotify Content in violation of the Spotify Terms and Conditions of Use, these Developer Terms, Privacy Policy, Branding Guidelines and Documentation; (ii) attempting to circumvent or render ineffective any geographical restrictions, including IP address-based restrictions; or (iii) facilitating "stream ripping" or other functionalities that make it easier for users to capture or otherwise make permanent copies of Spotify Content.

e. Do not use the Spotify Platform, Spotify Service or Spotify Content for any illegal or unauthorized purpose, including (i) failing to comply with applicable laws and regulations, including, without limitation, laws regarding personal data, privacy, copyright, and export controls; or (ii) misusing Spotify Intellectual Property (defined below) (such as using Spotify Marks as part of the name of your company or service).

f. Do not use the Spotify Platform, Spotify Service or Spotify Content in any manner to compete with Spotify or to build products or services that compete with the Spotify Service, Spotify Content or any other Spotify product or service without our permission.

g. Do not improperly access, alter or store the Spotify Service or Spotify Content, including (i) using any robot, spider, site search/retrieval application, or other tool to retrieve, duplicate, or index any portion of the Spotify Service or Spotify Content (which includes playlist data) or collect information about Spotify users for any unauthorized purpose; (ii) making excessive service calls that are not strictly required for the proper functioning of your SDA via the Spotify Platform; (iii) aggregating metadata, album artwork, audio, or other Spotify Content to create databases or any other compilation other than as strictly necessary to offer and operate your SDA; (iv) requesting, collecting, soliciting or otherwise obtaining access to sign-in names, passwords, or other authentication credentials for the Spotify Service, other than via the means specifically provided for by the Spotify Platform and as strictly necessary to offer and operate your SDA or as expressly authorized by a Spotify user.

h. Do not transfer Spotify Content to unauthorized third parties, including (I) directly or indirectly transferring any data (including aggregate, anonymous or derivative data) received from Spotify to, or use such data in connection with, any ad network, ad exchange, databroker, or other advertising or monetization-related toolset, even if a user consents to such transfer or use; or (II) to another music service that competes with Spotify or the Spotify Service.

i. Do not use any viruses, worms, Trojan horses, or any other harmful code that could affect the Spotify Platform, Spotify Service, or Spotify Content.
j. Do not damage, disparage, or take other actions that would be detrimental to Spotify, the Spotify Service, Spotify Content, or Spotify's content providers, corporate affiliates, and partners.
k. Do not associate, imply, or otherwise suggest an endorsement, tie-in, co-branding, or promotion of any brand, service, website, product, or offering with or by (i) Spotify (except as allowed by the Branding Guidelines), or (ii) any Spotify Content, including any artist, record label, or sound recording.
l. Do not use the Spotify Platform, Spotify Content, Spotify Service, or Spotify Marks in any way to promote or distribute an application, product, service, website, or other offering, including any SDA: (i) that is associated with, promotes, features, encourages, facilitates, or condones (a) illegal activity or the illegal or unauthorized use or sharing of audio and/or audiovisual content; (b) any illegal, defamatory, obscene, sexually explicit, malicious, or discriminatory content; (c) violence; (d) political positions or political candidates and/or religious causes; (e) the sale or advertisement of tobacco products, ammunition, firearms, and/or pornography; or (f) content that is deceptive or fraudulent; (ii) that could be considered defamatory of third parties, obscene, malicious, or discriminatory in any way, including but not limited to on the basis of race, disability, sex, sexual orientation, or religion; (iii) that infringes any intellectual property or other right of Spotify or any third party, including, without limitation, any right of privacy, publicity, copyright, trademark, patent, or contractual right; or (iv) that is used to harass, embarrass, harm, or improperly target any Spotify user or artist.
m. Do not artificially increase play counts, follow counts or otherwise manipulate the Spotify Service (i) by using a script or automated process, (ii) by providing any form of compensation (financial or otherwise) to users, or (iii) by any other means.

2. Commercial Use Restrictions.
   a. Unless you receive Spotify's written approval, commercial uses are not permitted for Streaming SDAs. Such prohibited commercial uses include, but are not limited to:
      i. the sale of the Spotify Platform, Spotify Content or Spotify Service, or sale of access to any of the foregoing;
      ii. the sale of, or sale of access to, a Streaming SDA; any e-commerce (e.g., in-app payment or monetization) initiated via the Streaming SDA;
      iii. the sale of advertising, sponsorships, or promotions on the SDA itself.
   b. Unless you receive Spotify's written approval, the following are the only commercial uses of Non-Streaming SDAs permitted under these Developer Terms:

  i. sale of advertising, sponsorships, or promotions on the Non-Streaming SDA or Website;

  ii. sale of, or sale of access to, a Non-Streaming SDA (including any e-commerce initiated via the Non-Streaming SDA);

For the avoidance of doubt, you may not offer the metadata, cover art, or Audio Preview Clips or any other Spotify Content for any separate sale or charge or standalone product. For example, you may not offer access to metadata or cover art conditional on the purchase of tokens or credits or any other in-app payment feature. Further, you may not sell the Spotify Platform, Spotify Content, or Spotify Service or access to any of the foregoing.

3. <u>Spotify Content Restrictions</u>. In addition to the foregoing, you must comply with the following restrictions related to Spotify Content.

 a. <u>Editing, Modifying, and Altering</u>. Except as set out in this paragraph or agreed upon by Spotify in writing, you shall not edit, modify, alter or create derivative works of Spotify Content in any way. For example, you are not permitted to edit sound recordings accessible through the Spotify Platform to create preview clips; you may only use unmodified Audio Preview Clips available through our Spotify Platform. You may, however, adjust the size of metadata or cover art as necessary for a use authorized under this Agreement.

 b. <u>Misleading Use</u>. You shall not mislead Spotify users as to the artist or user associated with any Spotify Content.

 c. <u>Local Caching</u>. Except as set out in this paragraph, you shall not locally cache any Spotify Content. Only when strictly necessary to enhance the performance of your SDA and its functionality, your SDA may locally cache (i) metadata and cover art or (ii) Conditional Downloads of sound recordings. Caching of Conditional Downloads of sound recordings under clause (ii) shall only be available to subscribers to the Premium Spotify Service. "Conditional Downloads" means time-limited offline syncing that is available to subscribers to our Premium Spotify Service.

 d. <u>Artist- or Label-Specific Use Prohibited</u>. Your SDA shall not have a specific artist or artists or the content of a specific record label or rights holder as the sole subject of the SDA unless you have express permission from that rights holder. For example, you shall not create a SDA limited to songs by Bob Marley.

 e. <u>Games and Trivia Quizzes</u>. Unless you receive Spotify's written approval, you shall not use the Spotify Platform to incorporate Spotify Content into any game functionality (including trivia quizzes).

 f. <u>No Content Saving Functionality</u>. Your SDA shall not provide any functionality that would enable users to download or save Spotify Content. For example, your SDA shall not allow users to "rip" any songs or download cover art.

g. <u>Metadata, Cover Art, and Audio Clip-Specific Restrictions</u>. Metadata, cover art and Audio Preview Clips available via the Spotify Platform shall include a link back to the applicable artist, album, track, or playlist on the Spotify Service. You shall use the identifiers provided by Spotify via the Spotify Platform in order to comply with the restrictions in this paragraph. You shall clearly attribute that the Audio Preview Clips are being supplied and streamed by Spotify using the designated Spotify Marks on the player. You shall not offer metadata, cover art, and/or Audio Preview Clips as a standalone service or product.

h. <u>Audio-Specific Restrictions</u>. Streaming via the Spotify Platform shall only be made available to subscribers to the Premium Spotify Service. Please note that the Widgets and Audio Preview Clips may be made available to Spotify users who do not subscribe to the Premium service. You shall only make Audio Preview Clips available for streaming in the territories in which the corresponding full length track is available.

i. <u>Integration with Third Party Services</u>. You shall not create any product or service by integrating the Spotify Platform, Spotify Service, or Spotify Content with (i) any non-interactive internet webcasting service or (ii) with streams from another service.

j. <u>Synchronization</u>. You may not synchronize any sound recordings accessed via the Spotify Platform with any visual media, including any advertising, film, television program, slideshow, video, or similar content.

k. <u>Use on websites</u>. You shall not use the Spotify Platform to embed or integrate any Streaming functionality into any website or otherwise allow access to Streaming via the web.

l. <u>Spotify User data</u>. For restrictions, please see Section V.

4. <u>Widgets</u>. If you use Spotify Widgets, you must also comply with the restrictions set out in the [Spotify Widgets Terms of Use](#).

Section V: Users & Data

1. You agree not to circumvent any privacy features (e.g., opt outs) offered by Spotify, you, or by third parties.
2. You will only request the data you need to operate your SDA.
3. Subject to certain restrictions, including on use and transfer, users give you permission to use their basic account information when they connect with your SDA. For all other user data obtained through use of the Spotify Platform, you must obtain explicit consent from the user who provided the data to us before using it for any purpose other than displaying it back to the user on your SDA.
4. You will not sell or purchase any Spotify Content, including data obtained from Spotify.

5. You shall not email Spotify users unless you obtain their explicit consent or obtain their email address and permission through means other than Spotify.
6. If we prohibit your use of the Spotify Platform or if either party terminates this agreement, you shall delete all Spotify Content (including user data, song metadata, etc.). If you violate these Developer Terms, we may require you to delete all Spotify Content.
7. Spotify user data can be cached only for operating your SDA. If a Spotify user logs out of your SDA or becomes inactive, you will delete any Spotify Content related to that user stored on your servers. To be clear, you are not permitted to store Spotify Content related to a Spotify user or otherwise request user data if a Spotify user is not using your SDA.
8. You must provide all users with a working mechanism to disconnect their Spotify Account from your application at any time and provide clear instructions on how to do so. Further, when a user disconnects their Spotify account, you agree to delete and no longer request or process any of that Spotify user's data.
9. You are solely responsible for your access, use, processing, and disclosure of Spotify user data and, to the extent applicable, you shall act as and be considered a data controller.
10. You must have an end user agreement and privacy policy. Any access, use, processing, and disclosure of Spotify user data shall comply with (i) these Developer Terms; (ii) your end user license agreement; (iii) your privacy policy; and (iv) applicable laws and regulations.
11. Prior to using the Spotify Platform, you must have in place industry standard security and protections for any Spotify Content (including user data) in your possession and/or control. You are also responsible for the security measures used by third parties providing services to you.
12. When distributing the SDA, you shall require end users to agree to an enforceable end user agreement reflecting at least the following minimum terms:
    a. not make any warranties or representations on behalf of Spotify and expressly disclaim all implied warranties with respect to the Spotify Platform, Spotify Service and Spotify Content, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement;
    b. prohibit modifying or creating derivative works based on the Spotify Platform, Spotify Service or Spotify Content;
    c. prohibit decompiling, reverse-engineering, disassembling, and otherwise reducing the Spotify Platform, Spotify Service, and Spotify Content to source code or other human-perceivable form, to the full extent allowed by law;
    d. state that you are responsible for your products and disclaim any liability on the part of third parties (e.g., Spotify);
    e. state that Spotify is a third party beneficiary of your end user license agreement and privacy policy and is entitled to directly enforce your end user license agreement.

13. You will make a complete and accurate disclosure to end users of the privacy practices and policies applicable to your SDA or Website, including, without limitation, notice to the end user:
    a. that your collection and use of data is subject to your privacy policy;
    b. of the information you collect from users;
    c. about how you collect, use, and share that information;
    d. about your use of Cookies;
    e. that you allow third parties to place Cookies on users' browsers in order to collect information about their browsing activities; and
    f. about users' options for Cookie management.
14. If your SDA or service is targeted to children, you may not embed or otherwise use the Spotify Platform. If you have actual knowledge that specific people using your SDA or online service are children under 13, you must block the use of the Spotify Platform for those people. You must not knowingly share information with Spotify that you have collected from children under the age of 13 unless you obtain verifiable parental consent that covers Spotify's collection, use, and disclosure in compliance with applicable law.
15. If your application contains content submitted or provided by third parties, you must comply with the following rules:
    a. In the United States, you must take all steps required to fall within the applicable safe harbors of the Digital Millennium Copyright Act including designating an agent to receive notices of claimed infringement, instituting a repeat infringer termination policy and implementing a "notice and takedown" process.
    b. In other countries, you must comply with local copyright laws and implement an appropriate "notice and takedown" process upon receiving a notice of claimed infringement.

Section VI: Access to Spotify Platform

1. Security Codes.
    a. As described on our developer site, to access and use certain tools provided by our Spotify Platform, you must link your Spotify account to a developer account. You will be issued one or more unique I.D.s, keys, passwords, security codes, or tokens (each a "Security Code") for accessing the Spotify Platform and managing your account. You agree to provide Spotify with accurate, complete and updated registration information.
    b. You may only access your account with the Security Codes provided by Spotify and the appropriate Security Code must be embedded in your SDA, including in all updates and revisions, in a secure manner not accessible by third parties. If you are developing a Streaming SDA, each call to the Spotify Platform must incorporate a valid Security Code.

c. You may not sell, transfer, sublicense or otherwise disclose your account or Security Codes to any other party or use it for any other purpose except in connection with your SDA.
d. You are entirely responsible for maintaining the confidentiality of your account and Security Codes. You agree to notify Spotify immediately if you believe that your account or Security Codes have been compromised and cooperate with Spotify in the investigation of any compromised Security Codes. You are fully responsible for all activities that occur using your account and Security Codes, regardless of whether such activities are undertaken by you or a third party.

2. <u>Enforcement of Developer Terms</u>. We may enforce these Developer Terms against you, your SDA or Website if we conclude that your SDA or Website violates this Agreement or is negatively impacting the Spotify Platform, Spotify Service or Spotify Content. We may or may not notify you in advance. Enforcement can include revoking your Security Codes, disabling your SDA, restricting your, and your SDA's, access to the Spotify Platform (including its functionality), requiring you to delete data, terminating our Agreement with you, or any other action that we deem appropriate.

3. <u>Limitations on Use of Spotify Platform</u>. Spotify may limit the number of service calls that your SDA may make, the volume of Spotify Content that may be accessed, or anything else about the Spotify Service as Spotify deems appropriate, in its sole discretion, without notice. Spotify may use technical measures to prevent over-usage or stop usage of the Spotify Platform.

4. <u>Monitoring Usage</u>. You agree that Spotify may monitor your use of, and collect usage data related to, the Spotify Platform to ensure quality, improve the Spotify Service and verify your compliance with these terms. You agree not to block or interfere with such efforts and to provide us with reasonable access to information related to your compliance with these Developer Terms. Spotify may use any technical means to overcome any interference. At our sole discretion we may request, and you shall provide, proof that your website, product or service and any content within your website, product or service is properly licensed.

5. <u>Cooperation</u>. You agree to cooperate with Spotify in pursuing any violations of the prohibition against ripping or other capture of streamed content.

6. <u>Reporting of Non-Complying SDAs</u>. If you believe that someone is violating these Developer Terms or misusing the Spotify Platform, please contact us using [this form](#).

7. <u>Modification of Spotify Platform</u>. Spotify reserves the right to modify the Spotify Platform and to release subsequent versions of the Spotify Platform at any time without notice to you. You may be required to obtain and use the most recent version of the Spotify Platform in order for your SDA to function.

Section VII: Representations and Warranties, Limitation of Liability, Indemnification, Disclaimers, Release

1. <u>Representations and Warranties</u>. In addition to any other representations, warranties and covenants made by you, you represent, warrant and covenant to Spotify that:
   a. You have the legal capacity to enter into these Developer Terms;
   b. Any and all information you provide to Spotify is and shall be true, accurate, complete and up to date;
   c. You possess all authorizations, approvals, consents, licenses, permits, and other rights and permissions necessary to provide your SDA and perform your obligations hereunder;
   d. You own or have secured all rights necessary to copy, display, distribute, render, and publicly perform all content (other than Spotify Content) on or within your SDA or Website;
   e. Your use of the Spotify Platform complies with all applicable laws and regulations, including without limitation, any right of privacy, publicity, copyright, trademark, patent,trade◩ secret or contractual right; and
   f. Your use of the Spotify Platform shall not infringe any intellectual property or other rights of Spotify or any third party, including without limitation, any right of copyright, trademark, patent, privacy, publicity, or contractual right.
2. <u>LIMITATION OF LIABILITY</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SPOTIFY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, LICENSORS, LICENSEES, ASSIGNS OR SUCCESSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER FAILURE, OR PECUNIARY LOSS) ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SPOTIFY SERVICE, SPOTIFY CONTENT, OR THE SPOTIFY PLATFORM, INCLUDING ANY DAMAGES RESULTING THEREFROM, REGARDLESS OF THE FORM OF THE ACTION OR THE BASIS OF THE CLAIM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR ONLY RIGHT WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SPOTIFY PLATFORM IS TO STOP USING THE SPOTIFY PLATFORM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES REFERRED TO ABOVE (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES). ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. YOU

AGREE THAT SPOTIFY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO FIVE HUNDRED DOLLARS ($500).

3. <u>INDEMNIFICATION</u>. YOU SHALL INDEMNIFY AND HOLD SPOTIFY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, LICENSORS, LICENSEES, ASSIGNS OR SUCCESSORS HARMLESS FROM ANY CLAIM OR DEMAND (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES AND COSTS OF INVESTIGATION) MADE BY A THIRD PARTY DUE TO OR ARISING OUT OF OR RELATED TO YOUR USE OF THE SPOTIFY PLATFORM, SPOTIFY SERVICE OR SPOTIFY CONTENT OR YOUR VIOLATION OF THE TERMS OF THIS AGREEMENT OR YOUR VIOLATION OF ANY LAWS, REGULATIONS, OR THIRD PARTY RIGHTS.

4. <u>DISCLAIMERS</u>.
   a. ANY USE OF THE SPOTIFY PLATFORM IS AT YOUR OWN RISK. THE SPOTIFY PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE SPOTIFY PLATFORM, SPOTIFY SERVICE OR SPOTIFY CONTENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR IN WRITING, OBTAINED BY YOU FROM SPOTIFY SHALL CREATE ANY WARRANTY ON BEHALF OF SPOTIFY IN THIS REGARD.
   b. SPOTIFY EXPRESSLY DISCLAIMS ANY WARRANTY THAT: (I) THE SPOTIFY PLATFORM, SPOTIFY SERVICE OR SPOTIFY CONTENT WILL MEET ALL OF YOUR REQUIREMENTS; (II) THE OPERATION OF THE SPOTIFY PLATFORM, THE SPOTIFY SERVICE OR THE SPOTIFY CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (III) THE SPOTIFY PLATFORM, SPOTIFY SERVICE OR SPOTIFY CONTENT WILL PROVIDE RESULTS THAT ARE ACCURATE OR RELIABLE OR CONSISTENT WITH YOUR EXPECTATIONS.
   c. Further, Spotify has no obligation to provide you or any users of your SDA with support, software upgrades, enhancements, or modifications to the Spotify Platform or Spotify Service. You are solely responsible for providing user support and any other technical assistance to your users.

5. <u>Release</u>. Your agree that any claim arising out of or related to the Spotify Platform, Spotify Service or Spotify Content or otherwise arising out of the Developer Terms must be brought within one year after the claim accrues. Otherwise such claim is permanently barred. In addition, if you have a dispute with one or more third parties (for example, Spotify users or account holders) in connection with the Spotify Platform, Spotify Service or Spotify Content, you release Spotify and its corporate affiliates and any of their officers, directors, employees, agents, shareholders, licensors, licensees, assigns or successors, for any and all damages, liabilities, causes of action, judgments and claims arising out of or in any way connected with such

disputes. To the extent that California Civil Code 1542 is applicable to you, you waive California Civil Code 1542 with respect to the foregoing claims described in this paragraph: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with debtor."

Section VIII: Other Legal Terms

1. <u>Entire Agreement</u>. These Developer Terms constitute the entire agreement between you and Spotify with respect to your use of the Spotify Platform and supersede any prior agreements, whether oral or written, concerning the subject matter of these Developer Terms, except and then only to the extent that you have entered into a Separate Agreement or the Spotify Widgets Terms of Use. A "Separate Agreement" is a written agreement between and signed by Spotify and you governing your use of the Spotify Platform.
2. <u>Changes to the Agreement</u>. We may revise these Developer Terms from time to time and the most current version will always be posted on our website, so please check it regularly. If a revision is material we will notify you (for example via our developer blog or by email). By continuing to access or use the Spotify Platform after revisions become effective, you agree to be bound by the revised Developer Terms. If you do not agree to the new terms, you must terminate this Agreement, stop using the Spotify Platform, delete all Spotify Content and cease all operation, promotion, distribution and support of all your products and services that rely on the Spotify Platform.
3. <u>Non-exclusive Agreement and Competition</u>.
   a. These Developer Terms are a non-exclusive agreement. Please understand that Spotify and/or other third parties (including other developers) may be developing and may develop products and services that may be similar to or competitive with your SDA, website or other products or services provided by you. Nothing in these Developer Terms shall in any way restrict or preclude Spotify and/or such third parties from creating and fully exploiting such products, services or other business activities without any obligation to you.
   b. If you provide Spotify with any feedback (including suggestions, comments, improvements, ideas, etc.), you assign all right, title and interest in and to such feedback to Spotify and acknowledge that we will be entitled to use, implement and exploit any such feedback in any manner without restriction, and without any obligation of confidentiality, attribution, accounting or compensation.
4. <u>Export</u>. You shall comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations and country-specific economic

sanctions programs implemented by the Office of Foreign Assets Control in connection with your use of the Spotify Platform.

5. Assignment. You may not assign any of your rights or delegate any of your duties under this Agreement, in whole or in part, to any person or entity. Spotify may assign, delegate or novate this Agreement or any part thereof to any third party without restrictions.

6. Third Parties. Each corporate affiliate of Spotify shall be a third party beneficiary to these Developer Terms, and such corporate affiliates shall be entitled to directly enforce, and rely upon, any provision of these Developer Terms which confers a benefit on them (including the right to enforce your end user license agreement). Other than the preceding sentence and Section V.12, nothing in this Agreement shall create any third party beneficiaries, or confer any rights in any third parties.

7. Intellectual Property.
   a. Spotify respects intellectual property rights, and expects you to do the same. The Spotify Platform, Spotify Service, Spotify Content and any Spotify Marks (our "Intellectual Property") are the property of Spotify or Spotify's licensors and protected by intellectual property rights. You do not have the right to use the Intellectual Property in any manner not covered by this Agreement.
   b. Nothing in this Agreement shall be construed to convey, and by virtue of this Agreement you shall not acquire, any ownership interest in the Intellectual Property.
   c. You shall not contest, or assist others in contesting, the validity, enforceability, ownership, or title of any Intellectual Property. You agree not to attempt to use or register any trademark or domain name that includes the word "Spotify," any other Spotify trademark, or any name that is confusingly similar to any of them.
   d. Further, you may not remove or alter any copyright, trademark, or other intellectual property notice contained in or provided through Spotify's Intellectual Property.

8. Confidentiality. In your interactions with Spotify, you may be given access to certain non-public information, software, specifications, or code ("Confidential Information"), which is confidential and proprietary to Spotify. You may use this Confidential Information only as necessary in exercising such rights as are granted to you in these Developer Terms. You may not disclose any of this Confidential Information to any third party without Spotify's prior written consent. You further agree that you will protect this Confidential Information from any unauthorized use, access, or disclosure with no less than a reasonable degree of care than your own confidential information.

9. Publicity. You may not suggest a partnership with, sponsorship by, or endorsement by Spotify without Spotify's prior written approval. You permit Spotify to make public statements about your use of the Spotify Platform at any time.

10. Term, Termination and Survival.

a. This Agreement begins on either (i) the date you demonstrate your acceptance of the Developer Terms or (ii) when you first use the Spotify Platform, and shall continue until terminated (the "Term") as permitted under these Developer Terms.
b. Compliance with the provisions of these Developer Terms is very important. Any licenses contained in these Developer Terms will terminate automatically and without notice if you fail to comply with them.
c. We reserve the right to modify, suspend or discontinue the Spotify Platform and/or the Spotify Service, or to terminate your ability to use the Spotify Platform, at any time prior to or after your development of a SDA, website, product or service, without notice, for any reason or for no reason, without any liability to you or your users.
d. Spotify may terminate these Developer Terms by notice to you of termination or by terminating your ability to use the Spotify Platform. You may terminate these Developer Terms by ceasing all use of the Spotify Platform and notifying Spotify.
e. Upon any termination or notice of any discontinuance, you must immediately cease and desist from using the Spotify Platform and delete all Spotify Content obtained through use of the Spotify Platform (including, without limitation, from your servers).
f. Sections III.2, III.4, V, VI.8, VII, VIII.3, VIII.5, VIII.6, VIII.7, VIII.8, VIII.11, VIII.12, and IX of these Developer Terms (or any section necessary to interpret such clauses) shall survive any termination or expiration of these Developer Terms and will continue to bind you.

11. Severability. Should for any reason, or to any extent, any provision of these Developer Terms be held invalid or unenforceable, such invalidity or enforceability shall not affect or render invalid or unenforceable the remaining provisions of these Developer Terms and the application of that provision shall be enforced to the extent permitted by law.
12. Governing Law and Venue. Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction:
    a. This Agreement is subject to the law of the State of California, United States, without regard to choice or conflicts of law principles, except to the extent California law is preempted by United States Federal Law, including the Federal Arbitration Act.
    b. You and Spotify agree to the exclusive jurisdiction of the state and federal courts in San Francisco County, California, to resolve any dispute, claim, or controversy that arises in connection with this Agreement.

To the extent either of Sections VIII.12.a. or VIII.12.b. is not enforceable, the controlling law and exclusive jurisdiction of this Agreement shall be those of Sweden, unless the choice of Swedish law or Swedish jurisdiction would itself be unenforceable.

13. No Waiver. The failure or delay by Spotify to exercise or enforce any right or provision of these Developer Terms or rights under applicable law shall not constitute a waiver of any such provisions or rights.

Section IX: Disputes

1. CLASS ACTION WAIVER. YOU AND SPOTIFY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Spotify agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

2. Arbitration. If you are located in, are based in, have offices in, or do business in a jurisdiction in which this Section IX.2. is enforceable, the following mandatory arbitration provisions apply to you:

    a. Dispute Resolution and Arbitration. You and Spotify agree that any dispute, claim, or controversy between you and Spotify arising in connection with or relating in any way to these Developer Terms or to your relationship with Spotify as a user of the Spotify Platform (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Developer Terms) will be determined by mandatory binding individual arbitration. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award declaratory or injunctive relief benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of these Developer Terms.

    b. Exceptions. Notwithstanding clause (a) above, you and Spotify both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to (i) bring an individual action in a U.S. small claims court; (ii) pursue enforcement actions through applicable U.S. federal, state, or local agencies where such actions are available; (iii) seek injunctive relief in a court of law; or (iv) to file suit in a court of law to address intellectual property infringement claims.

    c. Arbitration Rules. Either you or we may start arbitration proceedings.If you are located in, are based in, have offices in, or do business in the United States, any arbitration between you and Spotify will be finally settled under the Commercial Dispute Resolution Procedures of the American Arbitration Association

("AAA") then in force (the "AAA Rules"), as modified by these Developer Terms. You and Spotify agree that these Agreements affect interstate commerce, so the U.S. Federal Arbitration Act and federal arbitration law apply and govern the interpretation and enforcement of this provision (despite the choice of law provision above). The AAA Rules, as well as instructions on how to file an arbitration proceeding with the AAA, appear at www.adr.org, or you may call the AAA at 1-800-778-7879. Spotify can also help put you in touch with the AAA.Any arbitration hearings will take place at a location to be agreed upon in San Francisco, California or New York, New York, provided that if the claim is for $10,000 or less, you may choose whether the arbitration will be conducted (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephonic hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address.The AAA fees will be set by the AAA according to its fee schedules. You and Spotify will share the AAA fees equally, unless otherwise reallocated by the arbitrator. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse Spotify for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.If you are not located in, are not based in, do not have offices in, and do not do business in the United States, any arbitration between you and Spotify will be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "ICC") then in force (the "ICC Rules") by one or more arbitrators appointed in accordance with the ICC Rules, as modified by these Developer Terms, and will be administered by the International Court of Arbitration of the ICC.Any arbitration will be conducted in the English language and unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, the law to be applied in any arbitration shall be the law of the State of California, United States, without regard to choice or conflicts of law principles.

d. <u>Time for Filing</u>. Any arbitration must be commenced by filing a demand for arbitration with the AAA within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should

know of the act, omission, or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

e. <u>Notice; Process</u>. A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). Spotify's address for Notice is: Spotify AB, Attn: General Counsel, 45 W. 18th Street, 7th Floor, New York, New York 10011, USA. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Spotify may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Spotify shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. In the event our dispute is finally resolved through arbitration in your favor, Spotify shall pay you (i) the amount awarded by the arbitrator, if any, (ii) the last written settlement amount offered by Spotify in settlement of the dispute prior to the arbitrator's award; or (iii) $1,000.00, whichever is greater. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of arbitrator's decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law. Except as required to enforce the arbitrator's decision and award, neither you nor Spotify shall make any public announcement or public comment or originate any publicity concerning the arbitration, including, but not limited to, the fact that the parties are in dispute, the existence of the arbitration, or any decision or award of the arbitrator.

f. <u>Modifications</u>. In the event that Spotify makes any future change to this arbitration provision (other than a change to Spotify's address for Notice), you may reject any such change by sending us written notice within 30 days of the change to Spotify's address for Notice, in which case your license under this Agreement shall be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject, shall survive.

g. <u>Enforceability</u>. If the class action waiver at Section IX.1. is found to be unenforceable in arbitration or if the entirety of this Section IX.2. is found to be unenforceable, then the entirety of this Section IX.2. shall be null and void and, in such case, the parties agree that the

exclusive jurisdiction and venue described in Section VIII.12. shall govern any action arising out of or related to these Developer Terms.

Spotify AB
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Sweden