

SPOTIFY.COM - END USER AGREEMENT

Effective as from 20 June 2013

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Hello, and welcome to our Terms and Conditions of Use. This is important and affects your legal rights, so please read them and our [Privacy Policy](#) carefully. We hope you're sitting comfortably. Here we go...

1. Introductions

Thanks for choosing Spotify (**"Spotify"**, **"we"**, **"us"**, **"our"**). By using the Spotify service, websites, or software applications (together, the "Spotify Service" or "Service"), including by purchasing or receiving [Codes or Limited Offers](#), you are entering into a binding contract with our local company in your country of residence (your "Local Country") if applicable or the company listed in this [chart](#). Your agreement with us includes these Terms and Conditions of Use (**"Terms"**) and our [Privacy Policy](#) (together with the [Mobile Terms](#) where applicable, the **"Agreements"**). If you don't agree with these Terms, then please don't use the Service.

We're pleased to make our Service available to you. The Spotify Service includes social and

interactive features. Learn more about the Spotify Service [here](#).

In order to use the Spotify Service, you need to (a) be 18 or older, or be 13 or older and have your parent or guardian's consent to these Terms, (b) have the power to enter a binding contract with us and are not barred from doing so under any applicable laws, and (c) be resident in the Local Country. You also warrant that any registration information that you submit to Spotify is true, accurate and complete, and you agree to keep it that way at all times.

2. Changes to the Agreements

Occasionally we may, in our discretion, make changes to the Spotify Service and Agreements. When we make changes to the Agreements that we consider material, we'll notify you through the Service. By continuing to use the Service after those changes are made, you are expressing and acknowledging your acceptance of the changes.

3. Enjoying Spotify

Here's some information about all the ways you can enjoy Spotify.

3.1 Subscriptions

Spotify account holders may access the Spotify Service by any of our several Subscriptions:

- **Free Service:** an ad-based, free-of-charge service;
- **Unlimited Service:** a subscription fee-based service;
- **Premium Service:** an ad-free, subscription fee-based service which enables you to listen to music while not connected to the internet, among other features; or
- **Mobile Service:** via a supported mobile handset.

The Premium Service permits you to store cached content on up to three (3) personal computers, mobile handsets and/or other relevant devices (collectively "Devices") while your Premium Service subscription is active. You may not transfer copies of cached content to any other device via any means. By using the Mobile Service, you agree to accept the Mobile Terms and to register for the Service as a mobile subscriber. The Premium Service and the Unlimited Service are hereinafter referred to as "Paid Subscriptions"

3.2 Codes and other Limited Offers

If you have purchased a code sold by or on behalf of Spotify for access to the Unlimited Service or Premium Service for the time period indicated on your email, card or paper receipt ("Code"), or if you are accessing the service through some other limited offer which you received or purchased from Spotify ("Limited Offer"), these Agreements apply to your access to the Service. Any separate sets of terms and conditions presented to you along with the Code or other Limited Offer also apply to your access to the Service using the Code or Limited Offer.

Subject to any rights you may have under Section 12, Codes are only redeemable in the country

where you purchased such Code, not redeemable for cash and may not be returned for a cash refund, exchanged, resold or used to purchase other Codes.

3.3 Trials

From time to time, we may offer trials of the Premium Service and/or Mobile Service for a specified period without payment (a “Trial”). Spotify reserves the right, in its absolute discretion, to determine your eligibility for a Trial, and to withdraw or to modify a Trial at any time without prior notice and with no liability.

For some Trials, we’ll require you to provide your payment details to start the Trial. At the end of such Trials, we may automatically start to charge you for the Premium Service on the first day following the end of the Trial, on a recurring monthly basis. By providing your payment details in conjunction with the Trial, you agree to this charge. If you do not want this charge, you must change your Subscription to the Free Service through your Spotify account’s settings before the end of the Trial.

4. Licence and assignment

The Spotify Service and the content provided through it are the property of Spotify or Spotify's licensors, and we grant you a limited, non-exclusive, revocable licence to make personal, non-commercial (except as permitted under Section 11) use of the Spotify Service and to receive the media content made available through the Spotify Service in your Local Country, based on the Subscription or Trial, you have selected (the “Licence”). This Licence shall remain in effect for a period of 20 years unless terminated by you or Spotify.

The Spotify software applications are licensed, not sold, to you, and Spotify retains ownership of all copies of the Spotify software applications even after installation on your Devices. Spotify may assign these Agreements or any part of them without restrictions. You may not assign these Agreements or any part of them, nor transfer or sub-licence your rights under this Licence, to any third party.

All Spotify trademarks, service marks, trade names, logos, domain names, and any other features of the Spotify brand are the sole property of Spotify. This Licence does not grant you any rights to use the Spotify trademarks, service marks, trade names, logos, domain names, or any other features of the Spotify brand, whether for commercial or non-commercial use.

You agree to abide by our [User Guidelines](#) and not to use the Spotify Service (including but not limited to its content) in any manner not expressly permitted by the Terms.

Third party software libraries included in the Spotify Service are licensed to you either under these Terms, or under the relevant third party software library’s licence terms as published in the help or settings section of our desktop and mobile client and on our website.

5. Third Party Applications

The Spotify Service provides a platform for third party applications, websites 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 terms of use. You understand and agree that Spotify is not responsible or liable for the behavior, features, or content of any Third Party Application.

6. User generated content

Spotify users may post, upload and/or contribute ("post") content to the Service, including pictures, text and playlist compilations ("**User Content**"). You are solely responsible for any User Content you provide and for any consequences thereof. You represent that you have the right to post any User Content which you post to the Service, and that such User Content, or its use by us as contemplated by this Agreement, does not: (a) violate these Agreements, applicable law, or the intellectual property or publicity rights of others; or (b) imply any affiliation, endorsement, approval or cooperation with you or your User Content by Spotify or any artist, band, label, entity or individual without express written consent from such individual or entity. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any User Content that you post on or in connection with Spotify. This license lasts until you terminate your Spotify account, except in the case of User Content that you have published, made public and/or share with others. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content that you post to the Spotify Service, except that, where applicable under Local Country law, you agree to waive your right to be identified as the author of any User Content on the Spotify Service and your right to object to derogatory treatment of such User Content.

Spotify does not monitor, review, or edit User Content, but reserves the right to remove or disable access to any User Content for any or no reason, including but not limited to, User Content that, in Spotify's sole discretion, violates these Agreements. Spotify may take these actions without prior notification to you. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

Spotify is not responsible for User Content nor does it endorse any opinion contained in User Content. If you believe that any User Content infringes your intellectual property rights, please click [here](#), or if you believe that any User Content does not comply with the User Guidelines (Section 8 below) or that your rights under applicable law have been otherwise infringed by any User Content, please contact us at legal-feedback@spotify.com.

7. Consideration

In consideration for the rights granted to you under these Terms, you grant us the right (a) to allow the Spotify Service to use the processor, bandwidth and storage hardware on your Device in order to facilitate the operation of the Service, (b) to provide advertising and other information to you, if you subscribe to the Free Service, and (c) to allow our business partners to do the same.

You grant Spotify a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, worldwide

licence to use, reproduce, make available to the public, publish, translate and distribute any User Content that you post on or otherwise provide through the Spotify Service.

These Terms are not intended to grant rights to anyone except you and Spotify, and in no event shall these Terms create any third party beneficiary rights. Any failure by Spotify to enforce these Terms or any provision thereof shall not waive Spotify's right to do so.

8. User Guidelines

We've established a few ground rules for you to follow when using the Service, to make sure Spotify stays enjoyable for everyone. Please follow these rules and encourage other users to do the same.

Spotify respects intellectual property rights and expects you to do the same. This means, for example, that the following is not permitted: (a) Copying, reproducing, "ripping", recording, or making available to the public any part of the Spotify Services or content delivered to you via the Spotify Services, or otherwise any making use of the Spotify Service which is not expressly permitted under these Terms; (b) using the Spotify service to import or copy any local files you do not have the legal right to import or copy in this way; (c) reverse-engineering, decompiling, disassembling, modification or creating derivative works based on the Spotify Services or any part thereof; (d) circumventing any technology used by Spotify, its licensors, or any third party to protect content accessible through the Service; (e) renting or leasing of any part of the Services; (f) circumventing of any territorial restrictions applied by Spotify; (g) artificially increasing play count or otherwise manipulating the Services by using a script or other automated process; (h) removing or altering any copyright, trademark or other intellectual property notices contained on or provided through the Spotify Service; (i) providing your password to any other person or using any other person's user name and password.

Please respect Spotify and other users of the Spotify Service. Don't engage in any activity on the Service or upload User Content, including registering and/or using a username, which is or includes material that (a) is offensive, abusive, defamatory, pornographic or obscene; (b) is illegal, or intended to promote or commit an illegal act of any kind, including but not limited to, violations of intellectual property rights, privacy rights or proprietary rights of Spotify or a third party; (c) includes personal data of third parties or is intended to solicit such personal data, (d) includes malicious content such as malware, trojan horses or viruses, or otherwise interferes with any user's access to the Service; (e) is intended or does harass or bully other users; (f) impersonates or misrepresents your affiliation with another user, person or entity, or is otherwise fraudulent, false, deceptive, or misleading; (g) uses automated means to artificially promote content; (h) involves the transmission of unsolicited mass mailing ("spam"), junk mail, chain letter, or similar, including through the Spotify inbox; (i) involves commercial or sales activities, such as advertising, contests, sweepstakes, or pyramid schemes; (j) promotes commercial products or services (except as permitted under Section 11); (k) interferes with the Spotify Service, tampers with or attempts to probe, scan, or test for vulnerabilities in the Service or Spotify's computer systems or network, or

breaches any of Spotify's security or authentication measures, or (l) conflicts with the Agreement, as determined by Spotify. You agree that Spotify may also reclaim your username for any reason.

Please be thoughtful about what you make public on Spotify. The Spotify Service includes social and interactive features, including the ability to post User Content, share content, and make certain information about you public, as further described in your account settings. Remember that shared or publicly available information may be used and re-shared by other users on Spotify or across the web, so please use Spotify carefully and manage your account settings regularly. Spotify has no responsibility for your choices to make any actions or material public on the Service.

Your password protects your user account, and you are solely responsible for keeping your password confidential and secure. You understand that you are responsible for all use of your username and password on the Service. If your username or password is lost or stolen, or if you believe there has been unauthorized access to your account by third parties, please [notify us](#) immediately and change your password as soon as possible.

9. Copyright infringement

Spotify respects the rights of intellectual property owners. For details on Spotify's copyright policy, please [click here](#).

10. Technology limitations and modifications

Spotify will make reasonable efforts to keep the Spotify Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. Spotify reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Spotify Service, with or without notice, all without liability to you for any interruption, modification, or discontinuation of the Spotify Service or any function or feature thereof. You understand and agree that Spotify has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service.

11. Brand Accounts

If you establish a Spotify account on behalf of a company, organization, entity or brand (a "Brand Account"): (a) the terms "you" and "your", as used throughout the Terms, apply to both you and the Brand (as defined below), as applicable; and (b) the following additional terms apply to your use of the Spotify Service for such purposes (the "Brand Account Terms"). To the extent of a conflict between these Brand Account Terms and the rest of the Terms, these Brand Account Terms shall apply, solely with respect to your Brand Account.

If you open a Brand Account, you represent and warrant that you are authorized to grant all permissions and licenses provided in these Terms and to bind the applicable company, organization,

entity or brand (the “Brand”) to these Terms. Spotify has no obligation to promote the Brand Account profile or Brand Playlists (as defined below) and reserves the right to remove or disable access to a Brand’s User Content or profile, consistent with these Terms.

In addition to the User Guidelines set forth in Section 8, the following additional guidelines apply to the Brand’s use of the Spotify Service under a Brand Account:

- Brand Playlists. “Brand Playlist” means any song compilation that a Brand creates using the Spotify Service. Unless the Brand has obtained all necessary rights and authorizations from all applicable artists, composers, publishers, labels and other relevant third parties with respect to a Brand Playlist: (a) the Brand Playlist may not be used for commercial or promotional purposes; (b) the name of the Brand Playlist may not include the Brand’s name or the name of any specific entity, brand product, or service; and (c) the Brand Playlists must consist of at least 20 songs and may not include more than one track by a single artist or band.
- Following. Unless the Brand has obtained all necessary rights and authorizations from the applicable user: (a) the Brand may only follow users who first follow the Brand; (b) the Brand may not follow artists; and (c) the Brand may not follow a user in any manner that implies an endorsement or relationship between the Brand and the followed user. Spotify reserves the right to request that a Brand cease following any user(s), for any reason, in Spotify’s sole discretion. In such event, the Brand must cease following such user(s).
- Sharing. Unless the Brand has obtained all necessary rights and authorizations from all applicable artists, composers, labels and other third parties: (a) the Brand may only share (including but not limited to posting and messaging on an automatic or individual basis) Brand Playlists complying with the Brand Playlist requirements above, but not individual songs; and (b) the Brand may not use the Spotify Play Button to embed Brand Playlists on the Brand’s website(s), Facebook page(s) or other assets (but the Brand may use a Spotify link or Spotify Follow button on such assets complying with the Brand Playlist requirements above).

12. Export control

Spotify’s products may be subject to U.S. export and reexport control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control (“OFAC”), and the International Traffic in Arms Regulations (“ITAR”) maintained by the Department of State. You warrant that you are (1) not located in Cuba, Iran, North Korea, Sudan, or Syria, and (2) are not a denied party as specified in the regulations listed above.

You agree to comply with all applicable export and reexport control laws and regulations, including the EAR, trade and economic sanctions maintained by OFAC, and the ITAR. Specifically, you agree that you shall not – directly or indirectly – sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Spotify under these Agreements to any

destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. This export control clause shall survive termination or cancellation of these Agreements.

13. Payments, cancellations and cooling off

If you reside in a Local Country which is part of the European Union and have purchased a Paid Subscription or Code online, you have the right to change your mind and receive a full refund within fourteen (14) days of purchase (the “Cooling-off Period”), but only if you have not logged in or otherwise redeemed or started to consume them.

If you have a Paid Subscription, your payment to Spotify will automatically renew at the end of the subscription period, unless you cancel your Paid Subscription through your [subscription page](#) before the end of the current subscription period. The cancellation will take effect the day after the last day of the current subscription period, and you will be downgraded to the Free Service. However, if you cancel your payment and/or terminate the Terms after the Cooling-off Period is over (where applicable), and/or before the end of the subscription period, we will not refund any subscription fees already paid to us.

Spotify may change the price for the Paid Subscriptions from time to time, and will communicate any price changes to you. Price changes for Paid Subscriptions will take effect at the start of the next subscription period following the date of the price change. By continuing to use the Spotify Service after the price change takes effect, you accept the new price.

14. Term and termination

These Terms will continue to apply to you until terminated by either you or Spotify. Spotify may terminate the Terms or suspend your access to the Spotify Service at any time, including in the event of your actual or suspected unauthorised use of the Spotify Service or non-compliance with the Terms. If you or Spotify terminate the Terms, or if Spotify suspends your access to the Spotify Service, you agree that Spotify shall have no liability or responsibility to you and Spotify will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. To learn how to terminate your Spotify account, please [go here](#).

15. Warranty

We endeavor to provide the best service we can, but you understand and agree that THE SPOTIFY SERVICE IS PROVIDED “AS IS”, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE SPOTIFY SERVICE AT YOUR OWN RISK. SPOTIFY DISCLAIMS ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

In addition, Spotify does not warrant, endorse, guarantee or assume responsibility for any Third

Party Applications, Third Party Application content, User Content, or any other product or service advertised or offered by a third party on or through the Spotify Service or any hyperlinked website, or featured in any banner or other advertising. You understand and agree that Spotify is not responsible or liable for any transaction between you and third-party providers of Third Party Applications or products or services advertised on or through the Spotify Service. As with any purchase of a product or service through any medium or in any environment, you should use your judgment and exercise caution where appropriate. 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. Some aspects of this section may not apply in some jurisdictions.

16. Limitation

You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the Spotify Service, the Third Party Applications or the Third Party Application content is to uninstall any Spotify software and to stop using the Spotify Service, the Third Party Applications or the Third Party Application content.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SPOTIFY, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS OR LICENSORS BE LIABLE FOR (i) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE SPOTIFY SERVICE, THIRD PARTY APPLICATIONS OR THIRD PARTY APPLICATION CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER SPOTIFY HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (ii) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SPOTIFY SERVICE, THIRD PARTY APPLICATIONS OR THIRD PARTY APPLICATION CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO SPOTIFY DURING THE PRIOR THREE MONTHS IN QUESTION.

Nothing in these Agreements removes or limits Spotify's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence. Some aspects of this section may not apply in some jurisdictions.

17. Entire agreement

These Agreements constitute all the terms and conditions agreed upon between you and Spotify and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral. Any additional or different terms or conditions in relation to the subject matter of

the Agreements in any written or oral communication from you to Spotify are void. You represent that you have not accepted the Agreements in reliance on any oral or written representations made by Spotify that are not contained in the Agreements.

Please note, however, that other aspects of your use of the Spotify Service may be governed by additional agreements. That could include, for example, access to the Spotify Community for customer support, access to the Spotify Service as a result of a gift card, or free or discounted Trials. You will agree to separate terms and conditions in those circumstances, which are listed in full [here](#). Those terms and conditions shall govern only with regard to the aspect of the Service to which they apply, and are distinct from and supplemental to these Agreements, and do not supersede these Agreements. To the extent that there is any conflict between those agreements and these Agreements, these Agreements shall control, except as otherwise provided in these Terms.

Occasionally we may offer you the chance to participate in sweepstakes, contests, and surveys (“Special Promotions”) through the Service. Special Promotions may be governed by terms and conditions that are separate from these Terms. If the provisions of a Special Promotion’s terms and conditions conflict with these Terms, those separate terms and conditions shall prevail.

18. Severability

Should any provision of the Terms be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Terms, and the application of that provision shall be enforced to the extent permitted by law.

19. Choice of law, mandatory arbitration and venue

Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, these Agreements are subject to the law of the State of California, United States, without regard to choice or conflicts of law principles. Further, you and Spotify agree to the exclusive jurisdiction of the state and federal courts in San Francisco County, California or New York, New York to resolve any dispute, claim or controversy that arises in connection with these Agreements.

If you are a United States user, the following mandatory arbitration provisions also apply to you:

1. You and Spotify agree that any dispute, claim or controversy arising out of or relating in any way to the Spotify Service or your use thereof, including our Agreements, shall be determined by mandatory binding arbitration. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Spotify are each waiving the right to a trial by jury and the right to participate in a class or multi-party action. This arbitration provision shall survive termination of these Agreements and the termination of your Spotify account. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration

Association (the “AAA Rules”), as modified by these Agreements, and as administered by the AAA. You and Spotify agree that these Agreements involve interstate commerce and are subject to the Federal Arbitration Act.

2. You and Spotify agree that (a) any claims seeking to enforce, protect, or determine the validity or ownership of any intellectual property rights, and (b) any claims related to allegations of theft, piracy or unauthorized use of the Spotify Service are NOT subject to mandatory arbitration. Instead, you and Spotify agree that these claims (including but not limited to claims for injunctive or equitable relief) shall be exclusively decided by courts of competent jurisdiction in San Francisco County, California or New York, New York, and that applicable California and/or Federal law shall govern, without regard to choice of law principles.
3. YOU AND SPOTIFY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER OR IN ANY REPRESENTATIVE CAPACITY OR PROCEEDING. Further, no arbitrator shall consolidate any other person’s claims with your claims, and may not otherwise preside over any form of a multi-party or class proceeding. If this specific provision is found to be unenforceable in any way, then the entirety of this arbitration section shall be null and void. The arbitrator may not award declaratory or injunctive relief.
4. 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 limitations period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. Your arbitration fees and your share of arbitrator compensation will be limited to those fees set forth in the AAA's Consumer Rules with the remainder paid by Spotify. Any arbitration costs or fees deemed “excessive” will be paid by Spotify.

20. Local Country chart

This chart details the Spotify entity with which you are contracting by accepting these Agreements, depending on your Local Country of residence.

Thank you for reading our Terms. We hope you enjoy Spotify.

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Spotify USA Inc., 45 W. 18th Street,
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USA

