



# SoundCloud Terms of Use

## Acceptance of Terms and Conditions

You acknowledge and agree that the following Terms and Conditions constitute a legally binding agreement (hereinafter the "Agreement") between you (hereinafter the "USER") and SoundCloud Ltd. Berlin/Germany (hereinafter "SOUNDCLOUD") in relation to your use of SOUNDCLOUD's Internet platform at [www.soundcloud.com](http://www.soundcloud.com) (hereinafter "Website") and any services that SOUNDCLOUD provides through its Website (hereinafter "Services"). You represent and warrant to SOUNDCLOUD that you have read and understood the Terms and Conditions, and that you have the legal capacity to enter into this Agreement.

SOUNDCLOUD reserves the right, at SOUNDCLOUD's own sole discretion, to change, alter, replace or otherwise modify the Terms and Conditions at any time. The date of last modification is noted at the end of the Terms and Conditions. SOUNDCLOUD will notify USER of modified Terms and Conditions. The USER's continued use of or access to SOUNDCLOUD's Website and Services following the posting of any changes to this Agreement constitutes the USER's express or implied acceptance of those changes. Notwithstanding the above, it is the USER's responsibility to check the Terms and Conditions from time to time if they have been updated. If USER does not agree to the revised Terms and Conditions, USER's sole recourse is to immediately cancel his/her USER account and to stop using SOUNDCLOUD's Website and Services.

In the future, SOUNDCLOUD may release new services and/or features including the release of new tools and resources on its Website. Such new features or services shall also be subject to the present Terms and Conditions as well as any additional Terms and Conditions that SOUNDCLOUD may release for those new features or services.

## Description of Service

SOUNDCLOUD is a host / service provider providing USER with an Internet platform, electronic tools, features and services enabling USER to share and discover music and other media content with other users of SOUNDCLOUD's Website and Services.

SOUNDCLOUD's Website and Services are provided on an "as is" and "as available" basis. USER's acknowledges to use SOUNDCLOUD's Website and Services at own risk.

## User Account

When USER registers on SOUNDCLOUD's Website, USER will have to choose a username and password and will receive a user account from SOUNDCLOUD. The USER is solely responsible for maintaining the confidentiality and security of his/her username, password and account, and shall be responsible for all uses of his/her username and password, including, but not limited to, any purchases facilitated through the use thereof, whether or not authorized by USER.

USER shall not use any other user's account, regardless of a permission (if any) granted by such other user. Further, USER shall not allow any other user or third person to access USER's account and/or to make use of USER's password and username. If USER nonetheless permits any other user or third person to use USER's password and/or username, SOUNDCLOUD may, at its own sole discretion, cancel USER's account, and USER shall be liable for all activity and transactions made by that other user or third person including such transactions which USER might not have authorized.

USER shall notify SOUNDCLOUD immediately in writing of any unauthorized use of USER's account including, without limitation, unauthorized use of USER's password and/or username, or any other breach of confidentiality or data security.

It is strictly prohibited to make use of any electronic tools, including spiders, robots (bots), crawlers, data mining tools, or any other automated means on SOUNDCLOUD's Website or Services, regardless of the purpose and/or configuration and/or mode of operation of such electronic tools.

SOUNDCLOUD may disallow or remove certain usernames and may, with or without prior notice, close USER's account if and when activities occur on that account which constitute, at SOUNDCLOUD's own sole discretion, a violation of the present Terms and Conditions and/or an infringement of other applicable laws and regulations. USER can cancel his/her account at any time in the profile settings. USER is solely responsible for cancelling his/her account properly. A telephone request, letter or e-mail from USER to cancel the account will not be considered a proper cancellation. Upon cancellation of USER's account, any and all music, videos, photos, pictures, graphics, comments, communications and other content, data or information of USER will be irretrievably deleted by SOUNDCLOUD, with the exception of such data SOUNDCLOUD may be obligated to store for a certain period of time in accordance with applicable laws and regulations.

## User Generated Content

Any and all music, videos, photos, pictures, graphics, comments, and other content, data or information that USER uploads, stores, transmits or submits to SOUNDCLOUD's Website (hereinafter "Content") are generated by the USER (and other registered users of SOUNDCLOUD's Website), but not by SOUNDCLOUD. USER's Content therefore remains in USER's sole property and responsibility.

SOUNDCLOUD does not claim any ownership rights in any music, photos, information, materials, data, files, communications, footage and other materials which USER posts, stores or exchanges through SOUNDCLOUD's Website and Services.

USER hereby expressly acknowledges and agrees that USER him-/herself, and not SOUNDCLOUD, is fully responsible for all Content that USER uploads, posts, e-mails, transmits or otherwise makes available through SOUNDCLOUD's Website or Services.

USER acknowledges that Content uploaded to, or transmitted through SOUNDCLOUD's Website or Services may be protected by copyrights, trademarks, service marks, patents or other intellectual property rights and laws. USER must not upload, display, send, transmit or otherwise make available any music or other Content in which USER does not have the appropriate rights to do so. Unauthorized copying, distribution, modification, display, public performance or other unauthorized use of copyrighted works by USER may constitute an infringement of the copyright holders' rights and may result in civil litigation and criminal prosecution.

## No Liability for Content

USER acknowledges that SOUNDCLLOUD, by providing the USER with the ability to view and distribute user-generated Content, is merely acting as a passive conduit (host/service) for the distribution of such Content, and that SOUNDCLLOUD, to the extent permissible by law, is not undertaking any obligation or liability relating to the Content or to the USERS' activities.

USER acknowledges and agrees that SOUNDCLLOUD cannot and does not generally review the Content created or uploaded by USER. USER acknowledges and agrees that SOUNDCLLOUD and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders do not undertake or assume any duty to generally monitor the Website for inappropriate Content.

SOUNDCLLOUD and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders assume no responsibility or liability which may arise from the Content of SOUNDCLLOUD's Website and Services, including, but not limited to, claims for libel, slander, defamation, invasion of privacy and publicity rights, pornography, obscenity, fraud, or misrepresentation.

SOUNDCLLOUD reserves the right to block, remove or delete any Content, communications, blogs, postings, and/or other data or information if SOUNDCLLOUD, in its own sole and unfettered discretion, has reason to believe that such Content and/or other data or information may infringe the rights of a third party, and in particular if SOUNDCLLOUD deems such Content and/or other data to be misleading, fraudulent, or deceptive; or defamatory, abusive, or obscene; or possibly in violation of a copyright, trademark, patent, trade secret, or other intellectual property right; or possibly in violation of any applicable law or regulation; or otherwise unacceptable.

## Grant of License

USER hereby grants SOUNDCLLOUD and its successors and assigns a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, fully paid up, license to use, copy, transmit or otherwise distribute, publicly perform, digitally perform, publicly display, distribute, stream, download and/or otherwise make USER's Content available to other users of SOUNDCLLOUD's Website and Services.

USER also grants each and every other registered user of SOUNDCLLOUD's Website a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, fully paid up, license to use, copy, transmit or otherwise distribute, publicly perform, digitally perform, publicly display, distribute, stream, download USER's content and/or otherwise to make USER's Content available to other users of SOUNDCLLOUD's Website and Services as set forth herein.

This license does not grant SOUNDCLLOUD the right to sell USER's Content or otherwise distribute it outside of SOUNDCLLOUD's Website or Services, provided however, that streaming of Content on third party Websites via embedded widgets or the SOUNDCLLOUD [Application Programming Interface \(API\)](#) or similar tools shall not be deemed a distribution outside of SOUNDCLLOUD's Website or Service.

## Representations and Warranties

USER represents and warrants to SOUNDCLLOUD that:

USER's Content shall be true, accurate, current, complete and not misleading;

USER's Content shall not violate the rights of any third party, including, but not limited to, copyrights, trademark rights and/or any other intellectual property rights;

USER's Content shall not violate any other law or legal rules and regulations;

USER's Content shall not create any liability for SOUNDCLLOUD or any of its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders;

USER owns or has all necessary rights, licenses, consents and permissions to use, and to authorize SOUNDCLLOUD to use, any and all copyrights, performance rights or other intellectual property rights in and to USER's Content in order to use the Content on SOUNDCLLOUD's Website;

USER has any and all necessary consent, permission or release of any and all persons identifiable in the Content to use the name, foto, picture and likeness of those persons on SOUNDCLLOUD's Website and Services.

## Indemnification

USER agrees to indemnify, defend and hold harmless SOUNDCLLOUD, its parent company, successors, assigns, affiliates, agents, vendors, distributors, licensors, suppliers, other users and their officers, directors and employees from and against any and all claims, obligations, damages, losses, expenses, and costs, including reasonable attorneys' fees, resulting from:

any violation of the present Terms and Conditions;

any use of USER's Content by SOUNDCLLOUD itself (if any), or by SOUNDCLLOUD's other users, or by any other person or third party, including, but not limited to, any third party claim of infringement of a copyright or other intellectual property right or invasion of privacy;

any activity related to USER's account, be it by USER him-/herself, or by any other person accessing USER's account.

## No Liability for Links, Third Party Websites and Services

SOUNDCLLOUD's Website and Services may contain features and functionalities that may link USER to, or provide USER with certain functionalities and access to, third party websites, databases, networks, servers, information, software, programs, systems, directories, applications, products or services (hereinafter "External Websites").

SOUNDCLLOUD has not reviewed, and cannot review, all of the material, privacy policies, services, content and other information which is available via such External Websites. SOUNDCLLOUD does not have any control over those External Websites, and is not responsible for their content or their use. By linking to an External Website, SOUNDCLLOUD does not represent or imply that it endorses such website, its content or any other information and/or material contained therein.

USER is solely responsible for his/her dealings with any third party related to the External Website, including the delivery of and payment for goods and services. USER should make whatever investigation he/she feels necessary or useful before proceeding with any online or offline transaction with any third party related to External Websites. The USER is solely responsible for taking precautions as necessary or useful to protect him-/herself from fraud etc., and his/her computer systems from viruses, worms, Trojan horses, and other harmful or destructive content and material on External Websites.

SOUNDCLLOUD disclaims any responsibility for any harm resulting from USER's accessing External Websites, and

USER irrevocably waives any claim against SOUNDCLLOUD with respect to such sites and third-party content.

## Waiver of Claims

USER irrevocably waives the right to assert any claim against SOUNDCLLOUD or any of its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders in relation to the Content generated, uploaded, transmitted or otherwise used on SOUNDCLLOUD's Website or Services, including, but not limited to, copyright, trademark, unfair competition, invasion of privacy, breach of contract or breach of confidentiality.

## Procedure in Case of Alleged Rights Infringements

SOUNDCLLOUD encourages USER to notify SOUNDCLLOUD of any Content that USER believes to be in violation of copyright, trademark, or any other intellectual property rights, or any other applicable law, or of any Content that contains undesirable texts or images of, or links or references to, pornography, violence, racism, or content that is otherwise discriminatory or objectionable.

In case USER believes that his/her Content has been used by other users of SOUNDCLLOUD's Website in a way that constitutes copyright infringement, or a violation of other intellectual property rights, please provide SOUNDCLLOUD with the following information in writing:

a specific description of the relevant work protected by copyright or other intellectual property right (hereinafter the "Work"), and where the Work is located on SOUNDCLLOUD;

comprehensive evidence that USER claiming the infringement is the owner of the Work and all copyrights or intellectual property rights in and to the Work, or alternately, that USER is fully authorized to act on behalf of the owner of the Work and all related rights;

a detailed explanation of the facts and circumstances that constitute the alleged copyright infringement or violation of other intellectual property right; and

USER's full name, postal address, telephone number and e-mail address.

Upon receipt of such notification and all required information and materials, SOUNDCLLOUD will examine the case, will contact the USER in due course, and will, in its sole discretion, determine if and (if so) what action to take in response to each such notification.

## Data Protection and Security

SOUNDCLLOUD complies with the applicable data protection laws and regulations and uses all commercially viable measures to protect the confidentiality and security of communications transmitted via SOUNDCLLOUD's Website and Services and information stored on servers controlled by SOUNDCLLOUD.

USER shall under no circumstances

violate or attempt to violate the data security of SOUNDCLLOUD;

access data or materials which are not intended for USER;

log into a server or account which USER is not authorized to access;

attempt to probe, scan or test the vulnerability of SOUNDCLLOUD's servers, system or network or to breach data security or authentication measures of SOUNDCLLOUD

attempt to interfere with SOUNDCLLOUD's service to any user, host or network, by any means including, without limitation, hacking SOUNDCLLOUD's servers or systems, submitting a virus, overloading, "mailbombing", "flooding" or "crashing", or by means of using electronic tools, including spiders, robots (bots), crawlers, data mining tools, or any other automated means on SOUNDCLLOUD's Website or Services, regardless of the purpose and/or technical configuration of such electronic tools.

USER's violation of system or network security may result in civil procedures and/or criminal prosecution.

SOUNDCLLOUD reserves the right to investigate occurrences that may involve such violations and may involve and cooperate with, law enforcement authorities in prosecuting any and all USERS who have participated in such violations.

## Changes of Website and Services

SOUNDCLLOUD may change or modify the products, services, functionalities of the Website and/or Services at any time without notice.

USER agrees that SOUNDCLLOUD and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders shall not be liable to USER or to any third party for any changes or modifications of Website and/or Services and/or USER's possibility to use or access SOUNDCLLOUD's Website and/or Services.

## Termination of Website and Services

SOUNDCLLOUD reserves the right at any time to suspend, discontinue, terminate close down its Website and/or Services (or any part thereof), temporarily or permanently, without notice.

USER agrees that SOUNDCLLOUD and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders shall not be liable to USER or to any third party for any suspension or discontinuance of the Website and/or Services and/or USER's possibility to use or access SOUNDCLLOUD's Website and/or Services.

## Assignment of Rights and Duties to Third Parties

SOUNDCLLOUD and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders may assign the rights and duties under the present Terms and Conditions of Use, in part or in whole, to any third party at any time without notice. USER may not assign this Agreement or the rights and duties herein, in part or in whole, to any party without the prior written consent of SOUNDCLLOUD.

## Applicable Law and Jurisdiction

The legal relationship between SOUNDCLLOUD and USER shall be subject to the laws of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and excluding the principles of conflict of laws (international private law).

SOUNDCLLOUD and the USER agree to submit to the exclusive jurisdiction of the courts of Berlin / Germany for

resolution of any dispute, action or proceeding arising in connection with these Terms and Conditions and SOUNDCLOUD's Website and Services.

## Severability Clause

Should one or more provision of the present Terms and Conditions be unlawful, void, or unenforceable, such provision(s) shall be deemed severable and will not affect the validity and enforceability of the remaining provisions of the Terms and Conditions; the remainder of the Terms and Conditions will thus remain in full force and effect.

## Entire Agreement

This Agreement constitutes the entire agreement between SOUNDCLOUD and USER with respect to SOUNDCLOUD's Website and Services, and supersedes any prior agreement between SOUNDCLOUD and USER.  
Date: October 2008

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