

SoundCloud Terms of Use

Acceptance of Terms and Conditions

1. You acknowledge and agree that the following Terms of Use 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 soundcloud.com (hereinafter "Website") and any services that SOUNDCLOUD provides (hereinafter "Services"). You represent and warrant to SOUNDCLOUD that you have read and understood the Terms of Use, and that you have the legal capacity to enter into this Agreement.
2. SOUNDCLOUD reserves the right to change, alter, replace or otherwise modify these Terms of Use at any time. The date of last modification is noted at the end of the Terms of Use. It is the USER's responsibility to check the Terms of Use from time to time for updates.
3. If these Terms of Use are changed to the disadvantage of the USER, SOUNDCLOUD will notify USER and the revised Terms of Use will become effective within six (6) weeks after such notification, unless User terminates his/her account in writing. If USER does not agree to the revised Terms of Use, USER's may also immediately cancel his/her USER account and stop using SOUNDCLOUD's Website and Services.
4. 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 of Use as well as any additional Terms of Use that SOUNDCLOUD may release for those new features or services.

Description of Service

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

User Account

1. When USER registers for SOUNDCLOUD's Services, USER may 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, whether or not authorized by USER.
2. USER shall be liable for all activities and transactions occurring under USER's account, except for damages caused by the gross negligent or intentional conduct of SOUNDCLOUD.
3. 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.
4. 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. This does not include any legitimate means employed solely for using and connecting the SOUNDCLOUD Application Programming Interface ("API").
5. 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 reasonable discretion, a violation of the present Terms of Use and/or an infringement of other applicable laws and regulations or third party rights.
6. 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 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

1. 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, but not by SOUNDCLOUD. USER's Content therefore remains in USER's sole property and responsibility.
2. SOUNDCLOUD does not claim any ownership rights in any Content and other materials which USER uploads, posts, stores or exchanges through SOUNDCLOUD's Website and Services.
3. 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.

4. 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 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.

Representations and Warranties

USER represents and warrants to SOUNDCLOUD that:

1. USER's Content shall be true, accurate, current, complete and not misleading;
2. 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;
3. USER's Content shall not create any liability for SOUNDCLOUD or any of its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders;
4. USER's Content is an original work by USER and/or USER has all necessary rights, licenses, consents and permissions to use, and to authorize SOUNDCLOUD 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 SOUNDCLOUD's Website and Services;
5. USER has any and all necessary consent, permission or release of any and all persons identifiable in the Content to use the name, photo, picture and likeness of those persons on SOUNDCLOUD's Website and Services.

No Liability for Content

1. USER acknowledges that SOUNDCLOUD, by providing the USER with the ability to view and distribute user-generated Content, is merely acting as a passive conduit (hosting service provider) for the distribution of such Content, and that SOUNDCLOUD, to the extent permissible by law, does not undertake any obligation or liability relating to the Content or to the USERS' activities.
2. USER acknowledges and agrees that SOUNDCLOUD cannot and does not generally review the Content created or uploaded by USER. USER acknowledges and agrees that SOUNDCLOUD 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.
3. SOUNDCLOUD 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 SOUNDCLOUD'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.
4. SOUNDCLOUD reserves the right to block, remove or delete any Content, communications, postings, and/or other data or information if SOUNDCLOUD, 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 SOUNDCLOUD deems such Content and/or other data to be
 - I. misleading, fraudulent, or deceptive; or
 - II. defamatory, abusive, or obscene; or
 - III. possibly in violation of a copyright, trademark, patent, trade secret, or other intellectual property right; or
 - IV. possibly in violation of any applicable law or regulation; or
 - V. otherwise unacceptable.
5. SOUNDCLOUD will terminate a user's access to its Services if, under appropriate circumstances, the user is determined to be a repeat infringer. A user is considered a repeat infringer if SOUNDCLOUD receives more than three (3) legitimate infringement notices for such user's account or in any other reasonable case.

Grant of License

SOUNDCLOUD does not have any ownership rights in USER's Content. After posting your Content on, through or in connection with the Services, you continue to retain any such rights that you may have in your Content, subject to the limited license SOUNDCLOUD requires so that it can perform the Service for its users:

1. By posting Content to the Website, to the extent required to enable the performance of the Services, USER grants SOUNDCLOUD and its successors and assigns and other users of the SOUNDCLOUD Services a limited worldwide, non-exclusive, royalty-free, fully paid up, license to use, copy, transmit or otherwise distribute, publicly perform, digitally perform, publicly display, and/or otherwise make USER's Content available to other users of SOUNDCLOUD's Website and Services.
2. This license does not grant SOUNDCLOUD the right to sell USER's Content or otherwise distribute it outside of SOUNDCLOUD's Website or Services, provided however, that streaming of Content on third party Websites via embedded widgets or the SOUNDCLOUD API or similar tools ("Linked Services") shall not be deemed a distribution outside of SOUNDCLOUD's Website or Service.
3. USER may set further restrictions to the licenses granted under Subsections 1 to 3 of this Section at any time in the track settings, including but not limited to the restriction of the distribution of Content via Linked Services, or by marking Content "private".
4. The license granted under Subsections 1 to 3 will terminate after USER removes the Content from the Website.

Notwithstanding the foregoing, USER understands and agrees that once Content is distributed to a Linked Service, SOUNDCLLOUD is not obligated to delete or ask other users or a Linked Service to delete that Content, and therefore that Content may continue to appear and be used indefinitely.

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:

1. any violation of the present Terms of Use;
2. 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 under these terms of use, including, but not limited to, any third party claim of infringement of a copyright or other intellectual property right or invasion of privacy;
3. 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

1. 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").
2. 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.
3. 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.
4. 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

General Procedure

1. SOUNDCLLOUD encourages USER to notify SOUNDCLLOUD of any Content that USER believes to be in violation of copyright, trademark, 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.
2. 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 flag the Content you think is infringing using the "Report this track" button above the waveform of each player and provide SOUNDCLLOUD with the following information in writing via email to copyrights@soundcloud.com or via postal mail to SoundCloud Limited, Rosenthaler Str. 13, 10119 Berlin, Germany.
 - I. 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;
 - II. 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;
 - III. a detailed explanation of the facts and circumstances that constitute the alleged copyright infringement or violation of other intellectual property right; and
 - IV. USER's full name, postal address, telephone number and e-mail address.
3. 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.

For Infringement Notices from Copyright Owners in the United States, please follow [the following procedure](#).

Data Protection, Privacy and Security

1. 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.
2. USER shall under no circumstances
 - I. violate or attempt to violate the data security of SOUNDCLLOUD;
 - II. access data or materials which are not intended for USER;
 - III. log into a server or account which USER is not authorized to access;
 - IV. 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
 - V. 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, "mail-bombing", "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. This does not include any legitimate means employed solely for using and connecting the SOUNDCLLOUD API.
3. 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 users who have participated in such violations.
4. Registration data and other personal information about USER are subject to our [Privacy Policy](#). By accepting these Terms of Use, USER is also accepting the terms of the Privacy Policy, which are incorporated herein by reference for all purposes.

Meetups

SOUNDCLLOUD offers a platform for users to organize and attend face-to-face meetings at venues all over the planet ("Meetups"). However, SOUNDCLLOUD does not sponsor, oversee or in any way control such Meetups. USER understands and agrees that USER's organize and participate in Meetups at own risk and SOUNDCLLOUD does not bear any responsibility or liability for the actions of any SOUNDCLLOUD users or any third parties who organize, attend or are otherwise involved in any Meetups.

Competitions

SOUNDCLLOUD may run, host or support competitions, promotions, prize draws and other opportunities on the Website or in its Services and these opportunities will be subject to separate terms and conditions of the organizer of such opportunities. Details of the specific competition, promotion, prize draw and/or other opportunity and a link to the applicable terms and conditions will be posted on the Website. It is your responsibility to read those terms and conditions for details and any eligibility requirements. SOUNDCLLOUD does not bear any responsibility or liability for the actions of any third parties who organize or are otherwise involved in any of these opportunities.

Changes of Website and Services

1. SOUNDCLLOUD may change or modify the products, services and functionalities of the Website and/or Services at any time without notice.
2. 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

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

1. 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).

2. SOUNDCLOUD and the USER agree to submit to the exclusive jurisdiction of the courts at the domicile (registered office) of SOUNDCLOUD for resolution of any dispute, action or proceeding arising in connection with these Terms of Use and SOUNDCLOUD's Website and Services.

Severability Clause

Should one or more provision of the present Terms of Use 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 of Use; the remainder of the Terms of Use 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.

Right of Revocation (German: "Widerrufsrecht")

If USER is a consumer in the European Union, USER may cancel registration for the free or premium account in text form (by email, letter or fax) without stating a reason within two (2) weeks of registration. Furthermore, USER may cancel registration for the premium account in writing (by email, letter or fax) within two (2) weeks without stating a reason, after changing from a free account to a premium account. The two-week periods begin with the reception of this information in text form. For exercising this right it is sufficient to send the cancellation of the Agreement to the following address:

SoundCloud Ltd.
Rosenthaler Straße 13

10119 Berlin

Fax: +49 30 577 098 860


contact@soundcloud.com

In the event of a valid cancellation, both parties shall be obliged to restore any benefits already received in accordance with legal provisions, and issue any gains (e.g. interest). If USER is unable or partially unable to restore the benefits, or only able to restore them in poor condition, to SOUNDCLOUD, USER shall be obligated to reimburse SOUNDCLOUD for the corresponding value. USER may avoid the duty to reimburse by not using the benefits as his own and by ceasing to do anything that affects the value of the benefit. Each party must fulfill its obligation for reimbursement within thirty (30) days. The deadline begins for USER with the sending of the cancellation; for SOUNDCLOUD with the reception of the cancellation sent by USER. Notwithstanding the foregoing, the right to revoke the Agreement expires if both parties fulfilled their contractual obligations upon USER's explicit consent before USER exercised the right of revocation.

Date: June 30, 2010

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