

SOCI2534
Terms of Service Assignment
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List of apps, websites, streaming services, platforms I used in a day:

- Reddit
- Twitch
- Youtube
- Google
- Microsoft Word/Teams/OneNote/Outlook
- Slack
- Spotify
- Instacart
- Snapchat
- Facebook Messenger
- Paypal
- Banking Apps
- D2L
- IBM QRadar
- Netflix

Platforms/Sites/Apps Examined:

- 1) Reddit
 - a. [TOS](#)
 - b. [Privacy Policy](#)
- 2) YouTube
 - a. [TOS](#)
 - b. [Privacy Policy](#)
- 3) Spotify
 - a. [TOS](#)
 - b. [Privacy Policy](#)

Out of these I chose Reddit, YouTube and Spotify to investigate, as they are the platforms that I use the most.

Flesch Kincaid Grade level per platform:

- Terms of Service
 - o Reddit: 10.69
 - Word Count: 5283
 - o Spotify: 5.18
 - Word Count: 15575

Hello, and welcome to the Spotify Terms and Conditions of Use (“Terms”). The Terms you see below are important because they:

Outline your legal rights on Spotify

Explain the rights you give to us when you use Spotify

Describe the rules everyone needs to follow when using Spotify

Contain a class action waiver and an agreement on how to resolve any disputes that may arise by arbitration

Please read these Terms, our Privacy Policy and any other terms referenced in this document carefully. We hope you're sitting comfortably and listening to some great music.

Here we go...

1 Introduction

Thanks for choosing Spotify ("Spotify," "we," "us," "our"). Spotify provides personalised services with social and interactive features for streaming music and other content as well as other products and services that may be developed from time to time. By signing up or otherwise using any of these Spotify services, including all associated features and functionalities, websites and user interfaces, as well as all content and software applications associated with our services (collectively, the "Spotify Service" or "Service"), or accessing any music, videos or other content or material that is made available through the Service (the "Content") you are entering into a binding contract with the Spotify entity indicated in Section 25 (Contact us).

Your agreement with us includes these Terms and any additional terms that you agree to, as discussed in the Entire Agreement section below, other than terms with any third parties (collectively, the "Agreements"). The Agreements include terms regarding future changes to the Agreements, export controls, automatic renewals, limitations of liability, privacy, waiver of class actions, and resolution of disputes by arbitration instead of in court. If you wish to review the terms of the Agreements, the current effective version of the Agreements can be found on Spotify's website. You acknowledge that you have read and understood the Agreements, accept these Agreements, and agree to be bound by them. If you don't agree with (or cannot comply with) the Agreements, then you may not use the Spotify Service or access any Content.

In order to use the Spotify Service and access any Content, you need to (1) meet the age requirements in the chart below, (2) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws, and (3) reside in a country where Service is available. You also promise 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. If you are a resident of one of the following countries, reference this chart for your country-specific age restrictions:

If your country is marked with an asterisk (*) in the chart below, and you require parent or guardian consent, your parent or guardian will enter into the contract on behalf of you.

Country	Age Requirements
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Andorra*, Argentina*, Australia, Austria*, Bahrain, Belgium, Bolivia*, Costa Rica*, Czech Republic, Denmark*, Dominican Republic, Ecuador, El Salvador*, Estonia, Finland, France*, Greece*, Guatemala*, Honduras*, Hong Kong, Iceland, India, Ireland, Israel, Jordan, Kuwait, Latvia, Lebanon, Liechtenstein, Luxembourg, Malaysia*, Malta*, Mexico*, Monaco*, Morocco, New Zealand, Nicaragua*, Norway*, Oman, Palestine, Panama*, Paraguay*, Philippines*, Poland*, Portugal*, Qatar, Saudi Arabia, Singapore, South Africa, Spain*, Sweden, Switzerland,	
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UAE, Turkey*, United Kingdom, Uruguay, Vietnam Must be 18 or older, or be 13 or older and have parent or guardian consent.

Algeria Must be 19 or older, or be 13 or older and have parent or guardian consent.

Brazil Must be 18 or older, or be 16 or older and have parent or guardian consent.

Bulgaria*, Colombia*, Chile, Hungary, Peru, Romania Must be 18 or older, or be 14 or older and have parent or guardian consent.

Canada Must be 13 or older to use the Free Service. For Paid Subscriptions, you must be age of majority in your province or territory of residence, or 13 or older with parent or guardian consent.

Cyprus*, Italy, Lithuania, Netherlands To use the Free Service, must be 16 or older, or be 13 or older and have parent or guardian consent. To register for a Paid Subscription, must be 18 or older, or be 13 or older and have parent or guardian consent.

Egypt, Indonesia Must be 21 or older, or be 13 or older and have parent or guardian consent.

Japan, Taiwan, Thailand Must be 20 or older, or be 13 or older and have parent or guardian consent.

Slovakia* Must be 16 or older, or be 13 or older and have parent or guardian consent.

Tunisia Must be 18 or older.

2 Changes to the Agreements

Occasionally we may make changes to the Agreements for valid reasons, such as improving the existing functions or features or adding new functions or features to the Service, implementing advancements in science and technology, and reasonable technical adjustments to the Service, ensuring the operability or the security of the Service, and for legal or regulatory reasons. When we make material changes to the Agreements, we'll provide you with notice as appropriate under the circumstances, e.g., by displaying a prominent notice or seeking your agreement within the Service or by sending you an email. In some cases, we will notify you in advance, and your continued use of the Service after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such notice carefully. If you do not wish to continue using the Service under the new version of the Agreements, you may terminate your account by contacting us. If you received a Trial or a Paid Subscription through a third party, you must cancel the applicable Paid Subscription through such third party.

3 Enjoying Spotify

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

3.1 Service Options

You can find a description of our Service options on our website, and we will explain which Service options are available to you when you create a Spotify account. Certain options are provided to you free-of-charge. The Spotify Service that does not require payment is currently referred to as the "Free Service." Other options require payment before you can access them (the "Paid Subscriptions"). We may also offer special promotional plans, memberships, or services, including offerings of third-party products and services in conjunction with or through the Spotify Service. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered subscription plans and promotional offerings at any time in accordance with these Terms.

The Unlimited Service may not be available to all users. We will explain which services are available to you when you are signing up for the services. If you cancel your subscription to the Unlimited Service, or if your subscription to the Unlimited Service is interrupted (for example, if you change your payment details), you may not be able to re-subscribe for the Unlimited Service. Note that the Unlimited Service may be discontinued in the future, in which case you will no longer be charged for the Service.

If you have purchased or received a code, gift card, pre-paid offer or other offer provided or sold by or on behalf of Spotify for access to a Paid Subscription (“Code”), separate terms and conditions presented to you along with the Code may also apply to your access to the Service and you agree to comply with any such terms and conditions. You may also purchase access to a Paid Subscription through a third party. In such cases, separate terms and conditions with such third party in addition to the Agreements may apply to your access to the Service.

3.2 Trials

From time to time, we or others on our behalf may offer trials of Paid Subscriptions for a specified period without payment or at a reduced rate (a “Trial”). Spotify may determine your eligibility for a Trial, and withdraw or modify a Trial at any time without prior notice and with no liability, to the extent permitted under applicable law.

For some Trials, we’ll require you to provide your payment details to start the Trial. By providing such details you agree that we may automatically begin charging you for the Paid Subscription on the first day following the end of the Trial on a recurring monthly basis or another interval that we disclose to you in advance. **IF YOU DO NOT WANT THIS CHARGE, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION BEFORE THE END OF THE TRIAL BY CLICKING HERE IF YOU SIGNED UP FOR THE TRIAL THROUGH SPOTIFY, OR IF YOU RECEIVED YOUR TRIAL THROUGH A THIRD PARTY, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION THROUGH THE THIRD PARTY.**

4 Payments, cancellations, and cooling off

4.1 Billing

You may purchase a Paid Subscription directly from Spotify or through a third party either by (1) paying a subscription fee in advance on a monthly basis or some other recurring interval disclosed to you prior to your purchase; or (2) pre-payment giving you access to the Spotify Service for a specific time period (“Pre-Paid Period”).

Spotify may change the price for the Paid Subscriptions, including recurring subscription fees, the Pre-Paid Period (for periods not yet paid), or Codes, from time to time and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the Spotify Service after the price change takes effect. If you do not agree with a price change, you have the right to reject the change by unsubscribing from the Paid Subscription prior to the price change going into effect.

If you register for a Paid Subscription, you may change your mind for any or no reason and receive a full refund of all monies paid within fourteen (14) days starting from the day you sign-up for the relevant service (the “Cooling-off Period”) in accordance with the following:

If you sign up for a Trial, you agree that the Cooling-off Period for the Paid Subscription for which you are receiving a Trial ends fourteen (14) days after you start the Trial. If you don’t cancel the Paid Subscription before the Trial ends, you lose your right of withdrawal and authorize Spotify to automatically charge you the agreed price each month until you cancel the Paid Subscription.

If you purchase a Paid Subscription with no Trial, you authorize Spotify to charge you automatically each month until you cancel. You agree that the Cooling-off Period is available for fourteen (14) days after your purchase but is lost once you use the Spotify Service during that period.

4.2 Renewal; Cancellation

Unless your Paid Subscription has been purchased for a Pre-Paid Period, your payment to Spotify or the third party through which you purchased the Paid Subscription will automatically renew at the end of the applicable subscription period, unless you cancel your Paid Subscription before the end of the then-current subscription period by clicking [here](#) if you purchased the Paid Subscription through Spotify, or if you purchased the Paid Subscription through a third party, by canceling the Paid Subscription through such third party. 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. If you purchased your Paid Subscription through Spotify and you cancel your payment or Paid Subscription and/or terminate any of the Agreements (1) after the Cooling-off Period is over (where applicable), or (2) before the end of the current subscription period, we will not refund any subscription fees already paid to us. If you wish to receive a full refund of all monies paid to Spotify before the Cooling-off Period is over, you must contact Customer Support. When we process any refund, we will refund amounts using the method you used for payment.

If you have purchased a Paid Subscription using a Code, your subscription will automatically terminate at the end of the period stated in the Code, or when there is an insufficient pre-paid balance to pay for the Service. If you have purchased your Paid Subscription through a third party, you must cancel directly with that third party.

5 Using our service

The Spotify Service and the Content are the property of Spotify or Spotify's licensors. We grant you limited, non-exclusive, revocable permission to make use of the Spotify Service, and limited, non-exclusive, revocable permission to make personal, non-commercial use of the Content (collectively, “Access”). This Access shall remain in effect until and unless terminated by you or Spotify. You promise and agree that you are using the Spotify Service and Content for your own personal, non-commercial use and that you will not redistribute or transfer the Spotify Service or the Content.

The Spotify software applications and the Content are not sold or transferred to you, and Spotify and its licensors retain ownership of all copies of the Spotify software applications and Content

even after installation on your personal computers, mobile handsets, tablets, wearable devices, speakers, and/or other devices (“Devices”).

All Spotify trademarks, service marks, trade names, logos, domain names, and any other features of the Spotify brand (“Spotify Brand Features”) are the sole property of Spotify or its licensors. The Agreements do not grant you any rights to use any Spotify Brand Features whether for commercial or non-commercial use.

You agree to abide by our User guidelines and not to use the Spotify Service, the Content, or any part thereof in any manner not expressly permitted by the Agreements. Except for the rights expressly granted to you in the Agreements, Spotify grants no right, title, or interest to you in the Spotify Service or Content.

Third party software (for example, open source software libraries) included in the Spotify Service are made available to you under the relevant third party software library’s license terms as published in the help or settings section of our desktop and mobile client and/or on our website.

6 Third Party Applications and Devices

The Spotify Service is integrated with or may otherwise interact with third party applications, websites, and services (“Third Party Applications”) and third party Devices to make the Spotify Service available to you. These Third Party Applications and Devices may have their own terms and conditions of use and privacy policies and your use of these Third Party Applications and Devices will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that Spotify does not endorse and is not responsible or liable for the behavior, features, or content of any Third Party Application or Device or for any transaction you may enter into with the provider of any such Third Party Applications and Devices, nor does Spotify warrant the compatibility or continuing compatibility of the Third Party Applications and Devices with the Service.

7 User-Generated Content

Spotify users may post, upload, or otherwise contribute content to the Service (which may include, for example, pictures, text, messages, information, playlist titles, descriptions and compilations, and/or other types of content) (“User Content”). For the avoidance of doubt, “User Content” includes any such content posted to the Spotify Support Community as well as any other part of the Spotify Service.

You promise that, with respect to any User Content you post on Spotify, (1) you own or have the right to post such User Content, and (2) such User Content, or its use by Spotify as contemplated by the Agreements, does not violate the Agreements or any other rights set forth within the User guidelines, applicable law, or the intellectual property, publicity, personality, or other rights of others or imply any affiliation with or endorsement of you or your User Content by Spotify or any artist, band, label, entity or individual without express written consent from Spotify or such individual or entity.

Spotify may, but has no obligation to, monitor, review, or edit User Content. In all cases, Spotify reserves the right to remove or disable access to any User Content for any or no reason, including User Content that, in Spotify's sole discretion, violates the Agreements. Spotify may take these actions without prior notification to you or any third party. 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.

You are solely responsible for all User Content that you post. Spotify is not responsible for User Content nor does it endorse any opinion contained in any User Content. YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST SPOTIFY RELATED TO USER CONTENT THAT YOU POST, THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, YOU WILL INDEMNIFY AND HOLD SPOTIFY HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF SUCH CLAIM.

8 Rights you grant us

In consideration for the rights granted to you under the Agreements, you grant us the right to (1) allow the Spotify Service to use the processor, bandwidth, and storage hardware on your Device in order to facilitate the operation of the Service, (2) to provide advertising and other information to you, and (3) to allow our business partners to do the same. In any part of the Spotify Service, the Content you access, including its selection and placement, may be influenced by commercial considerations, including Spotify's agreements with third parties. Some Content licensed by, provided to, created by or otherwise made available by Spotify (e.g. podcasts) may contain advertising as part of the Content. The Spotify Service makes such Content available to you unmodified.

If you provide feedback, ideas, or suggestions to Spotify in connection with the Spotify Service or Content ("Feedback"), you acknowledge that the Feedback is not confidential and you authorize Spotify to use that Feedback without restriction and without payment to you. Feedback is considered a type of User Content.

You grant Spotify a non-exclusive, transferable, sub-licensable, royalty-free, perpetual (or, in jurisdictions where this is not permitted, for a term equal to the duration of the Agreements plus twenty (20) years), irrevocable, fully paid, worldwide license to use, reproduce, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, and distribute any of your User Content in connection with the Service through any medium, whether alone or in combination with other Content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content. Where applicable and permitted under applicable law, you also agree to waive and not enforce any "moral rights" or equivalent rights, such as your right to be identified as the author of any User Content, including Feedback, and your right to object to derogatory treatment of such User Content.

9 User guidelines

Spotify respects intellectual property rights and expects you to do the same. We've established a few ground rules for you to follow when using the Service, to make sure Spotify stays enjoyable for everyone. You must follow these rules and should encourage other users to do the same. The following is not permitted for any reason whatsoever:

copying, redistributing, reproducing, "ripping," recording, transferring, performing or displaying to the public, broadcasting, or making available to the public any part of the Spotify Service or the Content, or otherwise making any use of the Spotify Service or the Content which is not expressly permitted under the Agreements or applicable law or which otherwise infringes the intellectual property rights (such as copyright) in the Spotify Service or the Content or any part of it;

using the Spotify Service to import or copy any local files that you do not have the legal right to import or copy in this way;

transferring copies of cached Content from an authorized Device to any other Device via any means;

reverse-engineering, decompiling, disassembling, modifying, or creating derivative works of the Spotify Service, Content or any part thereof except to the extent permitted by applicable law. [If applicable law allows you to decompile any part of the Spotify Service or the Content where required in order to obtain the information necessary to create an independent program that can be operated with the Spotify Service or with another program, the information you obtain from such activities (a) may only be used for the foregoing objective, (b) may not be disclosed or communicated without Spotify's prior written consent to any third party to whom it is not necessary to disclose or communicate in order to achieve that objective, and (c) may not be used to create any software or service that is substantially similar in its expression to any part of the Spotify Service or the Content];

circumventing any technology used by Spotify, its licensors, or any third party to protect the Content or the Service;

selling, renting, sublicensing, or leasing of any part of the Spotify Service or the Content;

circumventing any territorial restrictions applied by Spotify or its licensors;

artificially increasing play counts, follow counts, or otherwise manipulating the Service by (i) using any bot, script, or other automated process; (ii) providing or accepting any form of compensation (financial or otherwise), or (iii) any other means;

removing or altering any copyright, trademark, or other intellectual property notices contained on the Content or the Service or provided through the Service (including for the purpose of disguising or changing any indications of the ownership or source of any Content);

circumventing or blocking advertisements in the Spotify Service, or creating or distributing tools designed to block advertisements in the Spotify Service

providing your password to any other person or using any other person's username and password;

"crawling" the Spotify Service or otherwise using any automated means (including bots, scrapers, and spiders) to view, access, or collect information from Spotify or the Spotify Service;

selling a user account or playlist, or otherwise accepting or offering to accept any compensation, financial or otherwise, to influence the name of an account or playlist or the content included on an account or playlist; or

artificially promoting Content by automated means or otherwise.

Please respect Spotify, the owners of the Content, and other users of the Spotify Service. Don't engage in any activity, post any User Content, or register and/or use a username, which is or includes material that:

- is offensive, abusive, defamatory, pornographic, threatening, or obscene;
- is illegal, or intended to promote or commit an illegal act of any kind, including violations of intellectual property rights, privacy rights, or proprietary rights of Spotify or a third party;
- includes your password or purposely includes any other user's password or purposely includes personal data of third parties or is intended to solicit such personal data;
- includes malicious content such as malware, Trojan horses, or viruses, or otherwise interferes with any user's access to the Service;
- is intended to or does harass or bully other users;
- impersonates or misrepresents your affiliation with another user, person, or entity, or is otherwise fraudulent, false, deceptive, or misleading;
- involves the transmission of unsolicited mass mailings or other forms of spam ("spam"), junk mail, chain letters, or similar;
- involves commercial or sales activities, such as advertising, promotions, contests, sweepstakes, or pyramid schemes, that are not expressly authorized by Spotify;
- links to, references, or otherwise promotes commercial products or services, except as expressly authorized by Spotify;
- interferes with or in any way disrupts the Spotify Service, tampers with, breaches, or attempts to probe, scan, or test for vulnerabilities in the Service or Spotify's computer systems, network, usage rules, or any of Spotify's security components, authentication measures or any other protection measures applicable to the Service, the Content or any part thereof; or
- conflicts with the Agreements, as determined by Spotify.

You acknowledge and agree that posting any User Content that violates these User guidelines (or that Spotify reasonably believes violates these User guidelines) may result in immediate termination or suspension of your Spotify account. You also agree that Spotify may reclaim your username where it is reasonable for us to do so, including if you have violated the Agreements.

Please be thoughtful about how you use the Spotify Service and what you share. The Spotify Service includes social and interactive features, including the ability to post User Content, share content, and make certain information about you public. 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 be mindful of your account settings. Spotify has no responsibility for your choices to post material 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 (including any unauthorized 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 a third party, you must notify us immediately and change your password as soon as possible.

10 Infringement and reporting User Content

Spotify respects the rights of intellectual property owners. If you believe that any Content infringes your intellectual property rights or other rights, see Spotify's copyright policy. If

Spotify is notified by a copyright holder, using the forms provided by Spotify, that any Content infringes a copyright, Spotify may in its sole discretion remove such Content from the Service, or take other steps that Spotify deems appropriate, without prior notification to the user or other party who supplied or posted that Content. If such user or other party believes that the Content is not infringing, he or she may in certain circumstances submit a counter-notification to Spotify with a request to restore the removed content, which Spotify may or may not honor, in Spotify's sole discretion.

If you believe that any Content does not comply with the User guidelines, please fill out our notice form.

11 Service limitations and modifications

Spotify will make reasonable efforts to keep the Spotify Service operational. However, certain technical difficulties, maintenance or testing, or updates required to reflect changes in relevant laws and regulatory requirements, 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 advance notice where possible, all without liability to you, except where prohibited by law, for valid reasons such as in case of genuine interruption, modification, or discontinuation of the Spotify Service or any function or feature thereof, or need to repair, maintain or improve the existing functions or features, or to add new functions or features to the Service, or to implement advancements in science and technology or ensure the operability or the security of the Service, legal and regulatory reasons.

Notwithstanding the foregoing, if you have prepaid fees to Spotify for Paid Subscriptions that Spotify permanently discontinues prior to the end of the Pre-Paid Period (defined in the Payments, cancellations, and cooling off section), Spotify will refund you the prepaid fees for the Pre-Paid Period after such discontinuation. You understand, agree, and accept that Spotify will make reasonable efforts, although it has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service. Spotify and/or the owners of any Content may, from time to time, remove any such Content without notice. This section will be enforced to the extent permissible by applicable law.

12 Brand Accounts

If you establish a Spotify account on behalf of a company, organization, entity, or brand (a "Brand," and such account a "Brand Account"), the terms "you" and "your," as used throughout the Agreements, apply to both you and the Brand. If you create a Brand Account, you represent and warrant that you are authorized to grant all permissions and licenses provided in the Agreements and to bind the Brand to the Agreements.

A Brand may follow users, create, and share playlists, provided that the Brand does not take any action that implies an endorsement or commercial relationship between the Brand and the followed user, artist, songwriter, or any other person, unless the Brand has independently obtained the rights to imply such an endorsement. In addition, Brands must be transparent to our users about disclosing any endorsements or consideration provided to artists, songwriters, users, or any other party and must comply with all applicable laws, regulations, and codes of practice when engaging in the foregoing practices.

13 Spotify Support Community

The Spotify Support Community is a place for discussions and exchange of information, tips, and other materials related to the Spotify Service. By using the Spotify Support Community you agree to the Community Terms.

14 Customer support

For customer support with account-related and payment-related questions (“Customer Support Queries”), please submit a ticket to our Customer Service department using the Customer Service contact form on the About Us section of our website. We will use reasonable endeavours to respond to all Customer Support Queries within a reasonable time frame but we make no promises that any Customer Support Queries will be responded to within any particular time frame and/or that we will be able to answer any such queries.

You can also file a complaint at the online platform for alternative dispute resolution (ODR-platform). You can find the ODR-platform through the following link:
<https://ec.europa.eu/consumers/odr>.

15 Export control

Spotify’s products may be subject to U.S. export and re-export control laws and regulations or similar laws applicable in other jurisdictions, 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 any country to which the United States has embargoed goods or has otherwise applied any economic sanctions; and (2) not a denied party as specified in any applicable export or re-export laws or regulations or similar laws applicable in other jurisdictions.

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 the Agreements to any destination, entity, or person prohibited by any applicable laws or regulations of the United States or any other jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

16 Term and termination

The Agreements will continue to apply to you until terminated by either you or Spotify. However, you acknowledge and agree that the perpetual license granted by you in relation to User Content, including Feedback, is irrevocable and will therefore continue after expiry or termination of any of the Agreements for any reason. Spotify may terminate the Agreements 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 and/or Content, non-compliance with the Agreements, or if we withdraw Services and/or Content (in which case we shall provide you

reasonable notice in advance of doing so). If you or Spotify terminate the Agreements, 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. You may terminate the Agreements at any time. To learn how to terminate your Spotify account, please contact us through the Customer Service contact form which is available on our About Us page. This section will be enforced to the extent permissible by applicable law.

Sections 7, 8, 9, 11, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24 herein, as well as any other sections of the Agreements that, either explicitly or by their nature, must remain in effect even after termination of the Agreements, shall survive termination.

17 Warranty disclaimer

YOU UNDERSTAND AND AGREE THAT THE SPOTIFY SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. SPOTIFY AND ALL OWNERS OF THE CONTENT MAKE NO REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER SPOTIFY NOR ANY OWNER OF CONTENT WARRANTS THAT THE SPOTIFY SERVICE IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. IN ADDITION, SPOTIFY MAKES NO REPRESENTATION NOR DOES IT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY APPLICATIONS (OR THE CONTENT THEREOF), USER CONTENT, DEVICES OR ANY OTHER PRODUCT OR SERVICE ADVERTISED, PROMOTED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE SPOTIFY SERVICE OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING AND SPOTIFY IS NOT RESPONSIBLE OR LIABLE FOR ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF THE FOREGOING.

NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM SPOTIFY SHALL CREATE ANY WARRANTY ON BEHALF OF SPOTIFY. WHILE USING THE SPOTIFY SERVICE, YOU MAY HAVE ACCESS TO EXPLICIT CONTENT FILTERING FEATURES, BUT USE OF THESE FEATURES MAY STILL RESULT IN SOME EXPLICIT CONTENT BEING SERVED AND YOU SHOULD NOT RELY ON SUCH FEATURES TO FILTER ALL EXPLICIT CONTENT.

WITHOUT LIMITING THE FOREGOING, NOTHING IN THIS SECTION SHALL HAVE THE EFFECT OF LIMITING SPOTIFY’S LIABILITY IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE OF ITS ESSENTIAL OBLIGATIONS FOR PROVIDING THE SERVICE UNDER THE AGREEMENTS. THIS SECTION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

THIS SECTION DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

18 Limitation

YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE SPOTIFY SERVICE IS TO UNINSTALL ANY SPOTIFY SOFTWARE AND TO STOP USING THE SPOTIFY SERVICE. YOU AGREE THAT SPOTIFY HAS NO OBLIGATION OR LIABILITY ARISING FROM OR RELATED TO THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SPOTIFY SERVICE, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO SPOTIFY, FOR ANY PROBLEMS OR DISSATISFACTION WITH THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, IS TO UNINSTALL AND/OR STOP USING ANY SUCH THIRD PARTY APPLICATIONS.

IN NO EVENT WILL SPOTIFY, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR:

- (1) ANY LOSS OR DAMAGE (INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY, DAMAGES) WHICH IS NOT FORESEEABLE. LOSS OR DAMAGE IS FORESEEABLE IF EITHER IT IS OBVIOUS THAT IT WILL HAPPEN OR IF, AT THE TIME THE CONTRACT WAS MADE, BOTH WE AND YOU KNEW IT MIGHT;
- (2) ANY: (A) LOSS OF USE; (B) LOSS OF DATA; (C) LOSS OF BUSINESS; (D) LOSS OF PROFITS; OR
- (E) DAMAGE TO DEVICES, TO THE EXTENT YOU COULD HAVE AVOIDED SUCH DAMAGE BY FOLLOWING OUR ADVICE TO APPLY UPDATES TO THE SERVICES OR CONTENT OR IF SUCH DAMAGE IS CAUSED BY YOU FAILING TO CORRECTLY FOLLOW INSTALLATION INSTRUCTIONS OR HAVE IN PLACE THE MINIMUM SYSTEM REQUIREMENTS ADVISED BY US,

IN ALL CASES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SPOTIFY SERVICE, DEVICES, 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;

- (3) 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 TWELVE MONTHS IN QUESTION; OR

- (4) NON-PERFORMANCE OR INADEQUATE PERFORMANCE OR DELAY TO THE OBLIGATIONS DERIVING FROM THE AGREEMENTS CAUSED BY FORCE MAJEURE OR ANY CAUSE WHICH IS NOT REASONABLY FORESEEABLE OR BEYOND SPOTIFY'S REASONABLE CONTROL.

Nothing in the Agreements removes or limits Spotify's liability for fraud, fraudulent misrepresentation, death, or personal injury caused by its negligence, and, if required by applicable law, gross negligence.

THIS SECTION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. YOU MAY HAVE RIGHTS UNDER APPLICABLE LAW IN YOUR JURISDICTION WHICH PROVIDES FOR REMEDIES IN ADDITION TO THOSE SET OUT ABOVE.

19 Third party rights

You acknowledge and agree that the owners of the Content and certain distributors (such as app store providers) are intended beneficiaries of the Agreements and have the right to enforce the Agreements directly against you. Other than as set out in this section, the Agreements are not intended to grant rights to anyone except you and Spotify, and in no event shall the Agreements create any third party beneficiary rights. Furthermore, the rights to terminate, rescind, or agree to any variation, waiver, or settlement of the Agreements are not subject to the consent of any other person.

If you have downloaded the App from the Apple, Inc. ("Apple") App Store or if you are using the App on an iOS device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple. This Agreement is between you and Spotify only, not with Apple, and Apple is not responsible for the Service and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (1) product liability claims; (2) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the Service and/or your possession and use of the App infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms, when using the Service. Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary of this Agreement. You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

20 Entire Agreement

Other than as stated in this section or as explicitly agreed upon in writing between you and Spotify, the 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.

Please note, however, that certain aspects of your use of the Spotify Service may be governed by additional agreements. That could include, for example, access to the Spotify Service as a result of a gift card, free or discounted Trials, or together with other services. When you are presented with an offer for such aspects of your use, you will be presented with any related additional agreement, and you may have an opportunity to agree to additional terms. Some of those additional terms are listed on Spotify's website. To the extent that there is any irreconcilable conflict between any additional terms and these Terms, the additional terms shall prevail.

21 Severability, waiver, and interpretation

Unless as otherwise stated in the Agreements, should any provision of the Agreements 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 Agreements, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by Spotify or any third party beneficiary to enforce the Agreements or any provision thereof shall not waive Spotify's or the applicable third party beneficiary's right to do so.

As used in these Terms, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation."

22 Assignment

Spotify may assign the Agreements, and any of its rights under the Agreements, in whole or in part, and Spotify may delegate any of its obligations under the Agreements. You may not assign the Agreements, in whole or in part, nor transfer or sub-license your rights under the Agreements, to any third party.

23 Indemnification

You agree to indemnify and hold Spotify harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of or related to: (1) your breach of the Agreements or any one of them; (2) any User Content you post or otherwise contribute; (3) any activity in which you engage on or through the Spotify Service; and (4) your violation of any law or the rights of a third party.

24 Choice of law, mandatory arbitration and venue

24.1 Governing Law / Jurisdiction

Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, the Agreements (and any non-contractual disputes/claims arising out of or in connection with them) are subject to the laws of the state or country listed below, without regard to choice or conflicts of law principles.

Further, you and Spotify agree to the jurisdiction of the courts listed below to resolve any dispute, claim, or controversy that arises in connection with the Agreements (and any non-contractual disputes/claims arising out of or in connection with them). (In some cases, that jurisdiction will be "exclusive", meaning that no other countries' courts can preside over the

matter; have jurisdiction; in other cases, the jurisdiction is “non-exclusive”, meaning that other countries’ courts may have jurisdiction as well. This is indicated in the chart as well.)

Country Choice of Law Jurisdiction

Andorra, Australia, Austria, Belgium, Czech Republic, Denmark, Finland, Greece, Hungary, Iceland, Indonesia, Ireland, Israel, Italy, Japan, Liechtenstein, Malaysia, Mexico, Netherlands, New Zealand, Poland, Romania, Singapore, South Africa, Sweden, Switzerland, Taiwan, Thailand, Vietnam Sweden Exclusive; Courts of Sweden
Bulgaria, Cyprus, Estonia, France, Hong Kong, Latvia, Lithuania, Luxembourg, Malta, Monaco, Norway, Philippines, Portugal, Slovakia, Spain, Turkey Laws of Sweden Non-exclusive; Courts of Sweden
Brazil Laws of Brazil Exclusive; State and Federal Courts of São Paulo, State of São Paulo, Brazil
Canada Not applicable to residents of Quebec: Laws of the Province of Ontario

Residents of Quebec: Laws of the Province of Quebec, Canada Not applicable to residents of Quebec: Exclusive other than for the purpose of enforcing judgements; Courts of Ontario, Canada

Residents of Quebec: Courts of Quebec, Canada

Argentina, Bolivia, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Nicaragua, Panama, Paraguay, Peru, Uruguay State of California, United States Exclusive; State and Federal Courts of San Francisco County, CA or New York, NY

United Kingdom Laws of England and Wales Exclusive; Courts of England and Wales in London, England

24.2 CLASS ACTION WAIVER

WHERE PERMITTED UNDER THE APPLICABLE LAW, 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.

24.3 ARBITRATION

If you are located in, are based in, have offices in, or do business in a jurisdiction in which this Section 24.3. is enforceable, the following mandatory arbitration provisions apply to you:

24.3.1 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 Agreements or to your relationship with Spotify as a user of the Service (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of the Agreements) 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 the Agreements.

24.3.2 Exceptions

Notwithstanding clause 24.3.1 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 (1) bring an individual action in a small claims court, (2) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (3) seek injunctive relief in a court of law, or (4) to file suit in a court of law to address intellectual property infringement claims.

24.3.3 Arbitration rules

Either you or we may start arbitration proceedings. 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 Agreements, 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 relevant state or country listed in clause 24.1], without regard to choice or conflicts of law principles.

24.3.4 Time for filing

Any arbitration must be commenced by filing a demand for arbitration 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.

24.3.5 Notice; Process

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, Attn: General Counsel, 4 World Trade Center, 150 Greenwich Street, 62nd Floor, New York, New York 10007, USA]. The Notice must (1) describe the nature and basis of the claim or dispute; and (2) 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 (1) the amount awarded by the arbitrator, if any, (2) the last written settlement amount offered by Spotify in

settlement of the dispute prior to the arbitrator's award; or (3) \$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 the 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.

24.3.6 Modifications

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 account with Spotify shall be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject, shall survive.

24.3.7 Enforceability

If the class action waiver at Section 24.2 is found to be unenforceable in arbitration or if any part of this Section 24.3 is found to be invalid or unenforceable, then the entirety of this Section 24.3 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 24.1 shall govern any action arising out of or related to the Agreements.

25 Contact us

If you have any questions concerning the Spotify Service or the Agreements, please contact Spotify Customer Service by visiting the About Us section of our website.

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

- YouTube: 10.47
 - Word Count: 9366
- Privacy Policy
 - Reddit: 11.00
 - Word Count: 5514
 - Spotify: 4.26
 - Word Count: 11,623

1. Introduction

Thanks for choosing Spotify!

At Spotify, we want to give you the best possible experience to ensure that you enjoy our service. To do this we need to understand your streaming habits so we can deliver an exceptional and personalized service specifically for you. Your privacy and the security of your personal data is, and will always be, enormously important to us. So, we want to transparently explain how and

why we gather, store, share and use your personal data - as well as outline the controls and choices you have around when and how you choose to share your personal data.

That is our objective, and this Privacy Policy ("Policy") will explain exactly what we mean in further detail below.

2. About this Policy

This Policy sets out the essential details relating to your personal data relationship with Spotify AB. The Policy applies to all Spotify services and any associated services (referred to as the 'Spotify Service'). The terms governing your use of the Spotify Service are defined in our Terms and Conditions of Use (the "Terms and Conditions of Use").

From time to time, we may develop new or offer additional services. If the introduction of these new or additional services results in any material change to the way we collect or process your personal data we will provide you with more information or additional terms or policies. Unless stated otherwise when we introduce these new or additional services, they will be subject to this Policy.

The aim of this Policy is to:

Ensure that you understand what personal data we collect about you, the reasons why we collect and use it, and who we share it with;

Explain the way we use the personal data that you share with us in order to give you a great experience when you are using the Spotify Service; and

Explain your rights and choices in relation to the personal data we collect and process about you and how we will protect your privacy.

We hope this helps you to understand our privacy commitments to you. For further clarification of the terms used in this Policy please visit our Privacy Center on [spotify.com](https://spotify.com/privacy). For information on how to contact us if you ever have any questions or concerns, please see Section 13 'How to contact us' below. Alternatively, if you do not agree with the content of this Policy, then please remember it is your choice whether you want to use the Spotify Service.

3. Your rights and your preferences: Giving you choice and control

The General Data Protection Regulation or "GDPR" gives certain rights to individuals in relation to their personal data. Accordingly, we are happy to offer transparency and access controls to help users take advantage of those rights. As available and except as limited under applicable law, the rights afforded to individuals are:

Right of access - the right to be informed of, and request access to, the personal data we process about you;

Right to rectification - the right to request that we amend or update your personal data where it is inaccurate or incomplete;

Right to erasure - the right to request that we delete your personal data;

Right to restrict - the right to request that we temporarily or permanently stop processing all or some of your personal data;

Right to object -

the right, at any time, to object to us processing your personal data on grounds relating to your particular situation;

the right to object to your personal data being processed for direct marketing purposes;

Right to data portability - the right to request a copy of your personal data in electronic format and the right to transmit that personal data for use in another party's service; and

Right not to be subject to automated decision-making - the right to not be subject to a decision based solely on automated decision making, including profiling, where the decision would have a legal effect on you or produce a similarly significant effect.

In order to enable you to learn more about these rights, exercise these rights with ease, and record your preferences in relation to how Spotify uses your personal data, we provide the following resources:

Privacy Settings (accessed via your account page) - allows you to exercise choices about the processing of certain personal data, and an automated 'Download your data' function to download basic account and usage information.

Privacy Center - provides a convenient central location where you can find more information about how Spotify uses your personal data, your rights in relation to your personal data, and how to exercise those rights.

Notification Settings (accessed via your account page) - allows you to choose which marketing communications you receive from Spotify. You may toggle these settings to opt in or out of receiving different types of email and push notifications. Please note that email marketing messages from Spotify include an opt-out mechanism within the message itself (e.g. an unsubscribe link in the emails we send to you). Clicking on the link in an email will opt you out of further messages of that category (e.g. Artist Updates). You can use the Notification Settings page to exercise choices about all categories of email and push marketing communication.

Cookies Policy - provides more information on how we use cookies, including for interest-based advertising. You will also find information about how you can manage your cookie preferences and opt-out of certain types of tracking; and

Customer Support resources - We have several pages on our customer support site which provide further guidance about data protection questions. A key source of information is the Data Rights and Privacy Settings article which includes answers to "frequently asked questions" about personal data processing in the Spotify Service.

If you have any questions about your privacy, your rights, or how to exercise them, please contact our Data Protection Officer using the 'Contact Us' form on the Privacy Center. If you have concerns around our processing of your personal data, we hope you will continue to work with us to resolve them. However, you can also contact and have the right to lodge a complaint with the Swedish Data Protection Authority (Datainspektionen) or your local Data Protection Authority.

4. Personal data we collect from you

We have set out in the tables below the categories of personal data we collect and use about you and how we collect it:

The table below describes personal data collected when you sign up for the Spotify Service:

Categories of personal data	Description of category
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User Data	This is the personal data that is provided by you or collected by us to enable you to sign up for and use the Spotify Service. Depending on the type of Spotify Service plan you sign up for, this may include your username, email address, phone number, birth date, gender, street address, and country.
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Some of the personal data we will ask you to provide is required in order to create your account. You also have the option to provide us with additional personal data in order to make your account more personalized.

The exact personal data we will collect depends on the type of Spotify Service plan you sign up for, how you create an account, and whether you use third party services (such as Facebook) to sign up and use the Spotify Service. If you use a third party service to create an account, we will receive personal data via that third party service but only when you have consented to that third party service sharing your personal data with us. Please note that the available plans and sign-up options may differ by country.

The table below describes personal data collected through your use of the Spotify Service:

Categories of personal data	Description of category
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Usage Data	This is the personal data that is collected about you when you're accessing and/or using the Spotify Service, including:
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Information about your type of Spotify Service plan.

Information about your interactions with the Spotify Service such as your search queries (including the date and time of any requests you make), streaming history, playlists you create, your library, your browsing history, and your interactions with the Spotify Service, content, other Spotify users. This also may include details of your use of third party applications in connection with the Spotify Service.

Inferences drawn about your interests and preferences based on your usage of the Spotify Service.

User Content (as defined in the Terms and Conditions of Use) you post to Spotify, such as photos, playlist titles, and interactions with the Spotify Customer Service team. Please note that we will only access your camera or photos from your device if you give us permission to do so, and we will only access images that you specifically choose to share with us and metadata related to those images, such as the type of file and the size of the image. We will never scan or import your device's photo library or camera roll.

Certain technical data, which may include:

URL information;

online identifiers including cookie data and IP addresses;

information about the types of devices you are using such as unique device IDs, network connection type (e.g. wifi, 3G, LTE, Bluetooth), provider, network and device performance,

browser type, language, information enabling digital rights management, operating system, and Spotify application version;

device attributes of devices on your wifi network that are available to connect to the Spotify Service (such as speakers);

your non-precise location, which may be derived or inferred from certain technical data (e.g., your IP address, language setting of your device, or payment currency), to comply with geographic requirements in our licensing agreements, and deliver personalized content and advertising to you; and

motion-generated or orientation-generated mobile sensor data (e.g. accelerometer or gyroscope) required for the purposes of providing specific features of the Spotify Service to you.

Plan Verification Data For users of certain plans like the Premium Family Plan and Premium Duo Plan, we may use a third party mapping application (such as Google Maps) and/or your device's location service to help you verify your address. This data is collected for the sole purpose of verifying eligibility for the Premium Family Plan and Premium Duo Plan and is not used for advertising or any other purpose.

The table below describes personal data that you choose to give us that enables us to provide you with additional features/functionality

Categories of personal data	Description of category
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Voice Data	If voice features are available in your market, we collect your voice data with your permission to provide you with additional features and functionalities, such as interacting with the Spotify Service with your voice. For more information see our Voice Control Policy.
Payment and Purchase Data	We may collect certain personal data if you sign up for a Trial or purchase any of our Paid Subscriptions (as defined in the Terms and Conditions of Use) or make other purchases through the Spotify Service. The exact personal data collected will vary depending on the payment method (e.g. direct via your mobile phone carrier or by invoice) but will include information such as: Name; Date of birth; Credit or debit card type, expiration date, and certain digits of your card number; Postal code; Mobile phone number; and Details of your purchase and payment history.

Contests, Surveys and Sweepstakes Data When you complete any forms, respond to a survey or questionnaire, or participate in a contest, we collect the personal data you provide.

The table below describes personal data collected from third party sources

We collect personal data about you from various third parties. These third party sources vary over time and include the following:

Categories of third party sources	Description of category
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Authentication partners	If you register for or log into our services using third party credentials (e.g. Facebook), we will import your information from such third party to help create your account with us.
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Technical service partners We work with technical service partners that provide us with certain data, such as mapping IP addresses to non-precise location data (e.g., city, state), to enable us to provide the Spotify Service, content, and features.

Payment partners If you choose to pay for a service or feature by invoice, we may receive data from our payment partners to enable us to send you invoices, process your payment and provide you with what you've purchased.

Advertisers and other advertising partners We may obtain certain data about you, such as cookie id, mobile device id, or email address, and inferences about your interests and preferences from certain advertisers and advertising partners that allow us to deliver more relevant ads and measure their effectiveness.

5. What we use your personal data for

When you use or interact with the Spotify Service, we use a variety of technologies to process the personal data we collect about you for various reasons. We have set out in the table below the reasons why we process your personal data, the associated legal bases we rely upon to legally permit us to process your personal data, and the categories of personal data (identified in Section 4 'Personal data we collect from you' used for these purposes:

Description of why Spotify processes your personal data ('processing purpose')	Legal Basis for the processing purpose	Categories of personal data used by Spotify for the processing purpose
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To provide and personalize the Spotify Service.		
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Performance of a Contract		
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Legitimate Interest		
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Consent		
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User Data		
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Usage Data		
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Payment and Purchase Data		
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Plan Verification Data		
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Voice Data		
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To understand, diagnose, troubleshoot, and fix issues with the Spotify Service.		
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Performance of a Contract		
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Legitimate Interest		
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User Data		
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Usage Data		
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To evaluate and develop new features, technologies, and improvements to the Spotify Service.		
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Legitimate Interest		
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Consent		
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User Data		
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Usage Data		
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Voice Data		
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For marketing, promotion, and advertising purposes.		
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Legitimate Interest		
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Consent		
---------	--	--

User Data		
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Usage Data		
------------	--	--

Voice Data		
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To comply with legal obligations and law enforcement requests.

Compliance with legal obligations

Legitimate interest

User Data

Usage Data

Payment and Purchase Data

Plan Verification Data

Voice Data

Contests, Surveys and Sweepstakes Data

To fulfill contractual obligations with third parties, for example licensing agreements and to take appropriate action with respect to reports of intellectual property infringement and inappropriate content.

Legitimate interest

User Data

Usage Data

Payment and Purchase Data

To establish, exercise, or defend legal claims.

Legitimate interest

User Data

Usage Data

Payment and Purchase Data

Plan Verification Data

Voice Data

Contests, Surveys and Sweepstakes Data

To conduct business planning, reporting, and forecasting.

Legitimate interest

User Data

Usage Data

Payment and Purchase Data

To process your payment.

Performance of a Contract

Compliance with legal obligations

User Data

Payment and Purchase Data

To detect fraud, including fraudulent payments and fraudulent use of the Spotify Service.

Performance of a Contract

Compliance with legal obligations

Legitimate Interest

User Data

Usage Data

Payment and Purchase Data

Plan Verification Data

To conduct research, contests, surveys, and sweepstakes.

Performance of a Contract

Legitimate Interest

Consent

User Data

Usage Data

Contests, Surveys and Sweepstakes Data

If you require further information about the balancing test that Spotify has undertaken to justify its reliance on the legitimate interest legal basis under the GDPR, please see Section 13 'How to contact us' for further details on how to contact us.

6. Sharing your personal data

We have set out the categories of recipients of the personal data collected or generated through your use of the Spotify Service.

Publicly available information

The following personal data will always be publicly available on the Spotify Service: your name and/or username, profile picture, who you follow and who follows you on the Spotify Service, your recently played artists, and your public playlists.

Personal data you may choose to share

The following personal data will only be shared with the categories of recipients outlined in the table below if:

you choose to make use of a specific Spotify Service feature where sharing of particular personal data is required for the proper use of the Spotify Service feature; or

you grant us your permission to share the personal data, e.g. by selecting the appropriate setting in the Spotify Service or authorizing Spotify through a presented consent mechanism.

Categories of Recipients	Reason for sharing
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Third party applications and devices you connect to your Spotify Account	If you connect your Spotify account to a third party application and/or device(s), such as, social media, audio, television, or automotive platforms and services, Spotify shares technical data with the operator of that third party application and/or device in order to connect your Spotify account, and/or facilitate playback of the Spotify Service. With respect to certain third parties which may request or require that we share your information with them, your permission will be requested before we provide your information to such third parties.
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Support community	When you register for a Spotify Support Account on the Spotify Support Community, we will ask you to create a specific Spotify Support Community username. This will be publicly displayed to anyone who accesses the Spotify Support Community along with any questions or comments you post.
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Your Spotify followers	There may be times when you want us to share information about your use of the Spotify Service with other Spotify users known as 'Your Spotify Followers'. For example, you have the ability to make both private and public playlists. If you share your private playlists with others, please be aware that the recipients of your private playlists can further share those playlists with others.
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Artists and record labels	You may choose to share personal data (for example, your email address) with artists, record labels, or other partners who may want to directly send you news or
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promotional offers. You will always have the option to change your mind and withdraw your consent at any time.

Learn more about how to manage notifications, your publicly available information, and what you share with others in Section 3 ‘Your rights and your preferences: Giving you choice and control’ of this Policy and on the Privacy Center.

Information we may share

Categories of Recipients Reason for sharing

Service providers We work with service providers that work on our behalf which may need access to certain personal data in order to provide their services to us. These companies include those we've hired to provide customer service support, operate the technical infrastructure that we need to provide the Spotify Service, assist in protecting and securing our systems and services, and help market Spotify's own products and services as well as partner products, services, events, and co-branded promotions in which Spotify is involved.

Payment processors We will share your personal data with our payment processors as necessary to enable them to process your payments, and for anti-fraud purposes.

Advertising partners We work with advertising partners to enable us to customize the advertising content you may receive on the Spotify Service. These partners help us deliver more relevant ads and promotional messages to you, which may include interest based advertising (also known as online behavioral advertising), contextual advertising, and generic advertising on the Spotify Service. We and our advertising partners may process certain personal data to help Spotify understand your interests or preferences so that we can deliver advertisements that are more relevant to you.

Spotify partners Depending on how you sign up for the Spotify Service (e.g. through a third party service or a mobile provider), we share your Spotify username or other User Data as necessary to enable your account. We may also share personal data with that third party about your use of the Spotify Service, such as whether and to what extent you have used the offer, activated a Spotify account, or actively used the Spotify Service. We also may share your personal data in a pseudonymised format with our music industry partners to help them understand how the content they license to us is performing and to enable you to listen to streaming content via the Spotify Service.

Academic researchers We will share your personal data for activities such as statistical analysis and academic study but only in a pseudonymised format.

Other Spotify group companies We will share your personal data with other Spotify group companies to carry out our daily business operations and to enable us to maintain and provide the Spotify Service to you.

Law enforcement and data protection authorities We share your personal data when we in good faith believe it is necessary for us to do so in order to comply with a legal obligation under applicable law, or respond to valid legal process, such as a search warrant, a court order, or a subpoena. We also share your personal data where we in good faith believe that it is necessary for the purpose of our own, or a third party's legitimate interest relating to national security, law enforcement, litigation, criminal investigation, protecting the safety of any person, or to prevent death or imminent bodily harm, provided that we deem that such interest is not overridden by your interests or fundamental rights and freedoms requiring the protection of your personal data.

Purchasers of our business We will share your personal data in those cases where we sell or negotiate to sell our business to a buyer or prospective buyer. In this situation, Spotify will continue to ensure the confidentiality of your personal data and give you notice before your personal data is transferred to the buyer or becomes subject to a different privacy policy.

7. Data retention and deletion

We keep your personal data only as long as necessary to provide you with the Spotify Service and for legitimate and essential business purposes, such as maintaining the performance of the Spotify Service, making data-driven business decisions about new features and offerings, complying with our legal obligations, and resolving disputes. We keep some of your personal data for as long as you are a user of the Spotify Service. For example, we keep your playlists, song library, and account information.

If you request, we will delete or anonymise your personal data so that it no longer identifies you, unless we are legally allowed or required to maintain certain personal data, including situations such as the following:

If there is an unresolved issue relating to your account, such as an outstanding credit on your account or an unresolved claim or dispute we will retain the necessary personal data until the issue is resolved;

Where we need to retain the personal data for our legal, tax, audit, and accounting obligations, we will retain the necessary personal data for the period required by applicable law; and/or,

Where necessary for our legitimate business interests such as fraud prevention or to maintain the security of our users.

8. Transfer to other countries

Spotify shares your personal data globally with Spotify group companies in order to carry out the activities specified in this Policy. Spotify may also subcontract processing to, or share your personal data with, third parties located in countries other than your country. Your personal data, therefore, may be subject to privacy laws that are different from those in your country.

Personal data collected within the European Union and Switzerland may, for example, be transferred to and processed by third parties located in a country outside of the European Union and Switzerland. In such instances Spotify shall ensure that the transfer of your personal data is carried out in accordance with applicable privacy laws and, in particular, that appropriate contractual, technical, and organisational measures are in place such as the Standard Contractual Clauses approved by the EU Commission.

For further details of the security measures we use to protect your personal data, please see Section 10 ‘Keeping your personal data safe’ of this Policy.

9. Links

We may display advertisements from third parties and other content that links to third-party websites. We cannot control or be held responsible for third parties’ privacy practices and content. If you click on a third-party advertisement or link, please understand that you are leaving the Spotify Service and any personal data you provide will not be covered by this Policy. Please read their privacy policies to find out how they collect and process your personal data.

10. Keeping your personal data safe

We are committed to protecting our users' personal data. We implement appropriate technical and organisational measures to help protect the security of your personal data; however, please note that no system is ever completely secure. We have implemented various policies including pseudonymisation, encryption, access, and retention policies to guard against unauthorised access and unnecessary retention of personal data in our systems.

Your password protects your user account, so we encourage you to use a strong password that is unique to your Spotify account, never share your password with anyone, limit access to your computer and browser, and log out after having used the Spotify Service.

11. Children

With the exception of Spotify Kids, a separate Spotify application available in certain markets, the Spotify Service is not directed to children under the age of 13 years. The Spotify Service is also not offered to children whose age makes it illegal to process their personal data or requires parental consent for the processing of their personal data under the GDPR or other local law.

We do not knowingly collect personal data from children under 13 years or under the applicable age limit (the "Age Limit"). If you are under the Age Limit, please do not use the Spotify Service, and do not provide any personal data to us.

If you are a parent of a child under the Age Limit and become aware that your child has provided personal data to Spotify, please contact us using the 'Contact Us' form on the Privacy Center, and you may request exercise of your applicable rights detailed in Section 3 'Your rights and your preferences: Giving you choice and control' of this Policy.

If we learn that we have collected the personal data of a child under the age of 13 years, we will take reasonable steps to delete the personal data. This may require us to delete the Spotify account for that child.

12. Changes to this Policy

We may occasionally make changes to this Policy.

When we make material changes to this Policy, we'll provide you with prominent notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the Spotify Service or by sending you an email and/or a device notification. We may notify you in advance.

Please, therefore, make sure you read any such notice carefully.

If you want to find out more about this Policy and how Spotify uses your personal data, please visit the Privacy Center on [spotify.com](https://spotify.com/privacy) to find out more.

13. How to contact us

Thank you for reading our Policy. If you have any questions about this Policy, please contact our Data Protection Officer by using the 'Contact Us' form on the Privacy Center, emailing privacy@spotify.com, or by writing to us at the following address:

- Youtube: 12.73
 - Word Count: 829

Responses:

2) What are some things you learned from reading these? Is there anything you're glad you now know? Anything you wish you hadn't learned?

From reading these documents I learned a bunch of things, such as minor details like Spotify having different age requirements depending on your region to the fact that deleting your Reddit account at any time terminates your Terms of Service, "You may terminate these Terms at any time and for any reason by deleting your Account and discontinuing your use of all Services." Found in Reddit TOS Section 16 Termination. Something I'm glad I know is located in section 10 "Indemnity" of Reddit's Terms of Service, which states that you the user agree to defend the company and all associated with it in the event that there is a "claim or demand made by any third party due to or arising of (a) your use of the Services, (b) your violation of these Terms, (c) your violation of applicable laws or regulations, or (d) Your Content. We reserve the right to control the defense of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.". Another think I found interesting was that you may not use any unlicensed content when uploading to YouTube; however, you agree that your content may be used in the following ways: reproduction, distribution, preparation of derivative works, right to display and perform. One thing I'd rather not have learned is the type of data a company say Spotify for example collects from their user including: Usage Data, Plan Verification Data, Voice Data, Payment Data and much more.

3) What are some things that you read that you found unclear or that you didn't understand?

In Reddit's Terms of Service Section 7, I didn't quite understand why some of the rules put in place for moderators were necessary. For example, "If you have access to non-public information as a result of moderating a subreddit, you will use such information only in connection with your performance as a moderator". Another example of something I find unclear is within Spotify's Privacy Policy Section 4, where they categorize data they share by "Personal data you may choose to share" and "Information we may share", this is unclear to me as they don't properly define their use of *may*, leaving me with a gap in my knowledge of when and where my data is being used.

4) What kinds of patterns did you see across the policies you examined? Do there seem to be similarities? Or, did these sites seem to have very different policies?

I've noticed that all three of the Terms of Service I examined contained an indemnity clause that to my knowledge waives them of most wrongs as long as you have or are currently using their platform. Besides some user guidelines specific to each platform I found their policies to be almost identical. An example of this is the indemnity clause mentioned above Section 10, Reddit Terms of Service states "Except to the extent prohibited by law, you agree to defend, indemnify, and hold us, our licensors, our third party service providers and our officers, employees, licensors, and agents (the "Reddit Entities") harmless, including costs and attorneys' fees", Section 23, Spotify Terms of Service states "You agree to indemnify and hold Spotify harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs)" and YouTube Terms of Service states "To the extent permitted by applicable law, you

agree to defend, indemnify and hold harmless YouTube, its Affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees)". As you can see these examples are remarkably similar.

5) Did anything you read change how you felt about any of these sites/platforms? Explain your answer?

Just like the vast majority of people, I normally don't have the time or energy to read these policies and as a result of that I expect certain terms from these platforms. In actually reading these policies I can confidently say that based solely on the platforms I use frequently, there is nothing I am terribly concerned with. I saw their Terms of Service and Privacy Policies very reasonable for this day and age and I plan on using these platforms the same as prior to reading their policies.

6) Moving beyond the specific platforms/apps you considered, reflect more generally on the design and usability of these types of policies. (this question is more theoretical and therefore doesn't need to specifically reference 2 of your sources)

It is extremely prevalent that this type of agreement is very aged compared to what the average user would take the time to read. If there were a way to create an abbreviated version or summary of your responsibilities and rights as a user it would be fantastic, however, even though society has changed it doesn't directly correlate to the world of law. Knowing this informs me that the ideas I brought forward are not exactly possible in the current state of things, being that the user must be presented with the entire policy they are agreeing to, as well as, creating a summary of a legal document and sharing it

with the user may lead them to misunderstand your policy leading to further legal implications for your company. In short, I believe that the current system for informing users on policies of the platform is inefficient and inadequate; however, many things will need to change before a more efficient medium is put into place.