

Spotify Developer Terms of Service

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Introduction

Hello and welcome to the Spotify's Developer Terms of Service!

Thank you for developing on our platform. We're working hard to bring the world's music to everyone and we'd love your participation. We made some changes to these terms and, in the spirit of transparency, we want to be super clear about what changed since the last update, so here's a high level summary:

- We've clarified some of the language on general restrictions concerning Developer use of the Spotify Platform, Spotify Service, or Spotify Content.
- We've added new language on the appropriate use of Spotify Data.

We value our relationships with our audience and the people that create and own the content we share (labels, publishers, artists and songwriters). Today's update is meant to ensure that you have a better understanding of the rules around our platform and how you can build cool stuff with our developer tools.

Please read these terms carefully before using our developer platform - and we hope you're listening to a sweet, sweet playlist while you do.

Principles

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

1. Our users are very important to us. Let's work together to give them tools to access, discover, manage, and share music. While doing so, please respect their data and privacy settings.
2. We love music and have the deepest respect for the people who make it - artists and songwriters and labels and publishers. We work hard to make sure that all of the music on Spotify is fully licensed so that we can compensate the people who have made it. And we have an obligation and a responsibility to make sure that this is reflected in what we support (or don't) on our platform.

Section I

Acceptance of Terms

1. **Components of the Agreement.** The Agreement is comprised of the following:
 - a. these Spotify Developer Terms;
 - b. our Terms and Conditions of Use (<https://www.spotify.com/legal/end-user-agreement/>);
 - c. our Privacy Policy (<https://www.spotify.com/legal/privacy-policy/>);
 - d. our Branding Guidelines (/branding-guidelines/); and
 - e. the Documentation.
2. **Precedence.** If there is an irreconcilable conflict between the Developer Terms and any other document(s) comprising the Agreement, the Developer Terms shall govern. Please note that if you use any of the Spotify Widgets (defined below), you will be bound by the Spotify Widget Terms (/documentation/widgets/terms/).
3. **Acceptance of Developer Terms.** We invite you to review, download and use our Spotify Platform. Please note that this invitation is subject to your review of and agreement with this Agreement. You are not required to agree to this Agreement. However, if you reject the Agreement, you do not have any right to use the Spotify Platform. If you use the Spotify Platform, you will be deemed to have accepted this Agreement and entered into a legally binding contract with Spotify AB (“**Spotify**”, “**we**”, and sometimes “**us**”).
4. **Acceptance on Behalf of an Organization.** If you are developing on behalf of an organization, you agree to the terms of this Agreement for that organization and promise that you have authority to bind that organization and its parents, subsidiaries, and sister companies to this Agreement. In that case, “**you**” and “**your**” will refer to that organization, its parents, subsidiaries, and sister companies.
5. **Language.** In the event that this Agreement, or any part thereof, is translated into other languages and there is a discrepancy between versions in different languages, the English language version shall prevail to the extent that such discrepancy is the result of an error in translation.
6. **Independent Contractors.** There is no joint venture, partnership, agency, or fiduciary relationship existing between you and Spotify, and the parties do not intend to create any such relationship by this Agreement.

Section II

Definitions

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

1. **Approved Devices.** “Approved Devices” means only desktop computers, laptops, netbook PCs, tablets, mobile wireless handsets, and such other devices that we approve in writing from time to time.
2. **Audio Preview Clips.** “Audio Preview Clips” means 30-second preview clips accessible using the Spotify Platform.
3. **Documentation.** “Documentation” means the documents, texts and materials made available to you on our Spotify Developer website (/).
4. **Spotify Application.** “Spotify Application” means the application owned and operated by Spotify from which users are able to access the Spotify Service.
5. **Spotify Content.** “Spotify Content” means any content, data, information or material made available through the Spotify Platform, Spotify Service or by Spotify. This may include, among other things, sound recordings, short-form videos, cover art, musical works, artist biographies, song lyrics, metadata, playlists, and user data.
6. **Spotify Marks.** “Spotify Marks” means all trademarks, service marks, logos, brand names, or trade names used to identify Spotify and its products or services.
7. **Spotify Service.** “Spotify Service” means the service, websites, software applications and clients provided by Spotify.
8. **Spotify Platform.** “Spotify Platform” means our developer tools accessible (e.g. APIs, SDKs, Widgets) and documentation described, on our Spotify Developer website (/).
9. **Spotify Developer Application or SDA.** “Spotify Developer Application” or “SDA” means any application, website or service that accesses the Spotify Service or Spotify Content through, or which incorporates, the Spotify Platform. Please note that Widgets are not included in the definition of an SDA.
10. **Streaming.** “Streaming” means using the Spotify Platform to enable playback of sound recordings available through the Spotify Service. Please note that the use of (i) Widgets (ii) Audio Preview Clips or (iii) the Spotify Platform to control a background Spotify Application, are not included in the definition of Streaming for purposes of these Developer Terms.
11. **Streaming SDA.** A “Streaming SDA” is an SDA or Approved Device that provides Streaming functionality or some subset of Streaming functionality, regardless of whether it also provides additional functionality.
12. **Non-Streaming SDA.** A “Non-Streaming SDA” is an SDA that does not provide any Streaming functionality.

13. **Widgets.** “Widgets” means either, or both, the Spotify Play Button (or any iteration thereof) and the Spotify Follow Button. As noted above, the use of Widgets are governed by the Spotify Widget Terms (/documentation/widgets/terms/).

Section III

Licenses and Permissions

1. **License to Developer.** Subject to and conditional upon your compliance at all times with these Developer Terms, particularly the limitations in Section IV below, Spotify grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during the Term (as defined in Section IX.10) to the following:
 - a. **Streaming SDAs.** Use the Spotify Platform to develop and distribute non-commercial Streaming SDAs that comply with the Branding Guidelines (/branding-guidelines/) (i) for private personal use (ii) on Approved Devices (iii) by Spotify users who are subscribed to the Premium Service (as defined in The Spotify Terms and Conditions of Use).
 - b. **Non-streaming SDAs.** Use the Spotify Platform to develop and distribute Non-Streaming SDAs that comply with the Branding Guidelines (/branding-guidelines/) for use with the Spotify Service.
 - c. **Spotify Platform.** Distribute the applicable Spotify Platform only in binary form as part of SDAs that comply with the Developer Terms to the extent such distribution is expressly described in the corresponding documentation. Make a reasonable number of copies of the Spotify Platform for use in accordance with the Developer Terms. Use the Spotify Platform to access and use Spotify Content only as permitted by the Spotify Platform and for the sole purpose of operating the SDAs in accordance with the Developer Terms.
 - d. **Spotify Marks.** Use any of the Spotify Marks found in the Spotify Branding Guidelines (/branding-guidelines/) solely to promote your use, and the results of your use, of the Spotify Platform in accordance with these Developer Terms, applicable law, and the Branding Guidelines. You agree that, except for the limited license above, these Developer Terms do not grant you any rights to the Spotify Marks and that all goodwill generated through your use of such marks is to the sole benefit of Spotify. If you use any Spotify Marks, you will at no time contest or aid in contesting the validity or ownership of those Spotify Marks or Spotify's rights in them, including, but not limited to, applying to register any trademark, trade name or other designation that is confusingly similar to the Spotify Marks.
 2. **Limitation.** Except as expressly granted in these Developer Terms, neither party grants the other party any intellectual property rights or other proprietary rights. As between you and Spotify, Spotify, its corporate affiliates, and its applicable licensors retain all intellectual property rights (including all patent, trademark, copyright, trade secret, and other proprietary rights) in and to the Spotify Platform (including its documentation and specifications), all Spotify websites, Spotify Content, Spotify Services, and any derivative works thereof.
 3. **Third Party Software.** The Spotify Service and Spotify Platform may include open source software or third party software. Any such software is made available to you under the terms of the applicable licenses. Please review information here (/legal/third-party-licenses/) for the applicable notices and license terms related to the Spotify Platform.
 4. **License to Spotify.** For the duration of this Agreement, you grant to us a paid-up, royalty-free, non-exclusive, worldwide, transferable, sublicensable, irrevocable right and license, under all of your intellectual property rights, to:
 - a. Use, perform, make available, display to the public, reproduce, distribute, and import your SDA in order for us to provide, maintain, develop and market the Spotify Platform and the Spotify Service;
 - b. Use your name, likeness, or brand (which includes all of your trademarks, service marks, logos, brand names or trade names, your “Marks”) to the extent it is incorporated into your SDA and in connection with the provision, maintenance, development and promotion of the Spotify Platform and Spotify Service;
 - c. Link to and direct users to your SDA; and
 - d. Sublicense the foregoing rights to our corporate affiliates or any third parties that are working with us as development partners, hosting facilities, and in similar capacities, in order to enable them to perform their services for us.
- Following the termination of this Agreement and upon written request from you, Spotify shall make commercially reasonable efforts, as determined in its sole discretion, to remove references and links to your SDA and any of your Marks from the Spotify website or Spotify Service. Spotify shall have no other obligation to delete copies of, or references or links to, your SDA.

Section IV

Restrictions

1. **General restrictions.** You agree that you will follow the restrictions set out below and will not encourage or facilitate others to violate these restrictions.
 - a. Do not use the Spotify Platform in any manner that is not expressly authorized in this Agreement.
 - b. Do not use Spotify Content for any of the following: generating news media, commercial product offers, or for any other purpose other than delivering your SDA.

- c. Do not misuse the Spotify Platform, including by (i) modifying, editing, altering, creating derivative works, disassembling, decompiling, reverse-engineering, or extracting source code from the Spotify Platform (including any client libraries), Spotify Service, or Spotify Content (except to the extent such restrictions are expressly prohibited by law), although you may adjust the size of metadata or cover art as necessary and as authorized under this Agreement and the Branding Guidelines; (ii) distributing or making copies of the Spotify Platform or making the Spotify Platform available to any person, except as expressly provided in the Developer Terms; or (iii) interfering, or attempting to interfere, with the proper functioning or performance of the Spotify Platform or Spotify Service.
- d. Do not facilitate unauthorized access to the Spotify Service or Spotify Content, including (i) enabling access to, or use of, the Spotify Service or Spotify Content in violation of the Spotify Terms and Conditions of Use (<https://www.spotify.com/legal/end-user-agreement/>), these Developer Terms, Privacy Policy (<https://www.spotify.com/legal/privacy-policy/>), Branding Guidelines (/branding-guidelines/), and Documentation; (ii) attempting to circumvent or render ineffective any geographical restrictions, including IP address-based restrictions; or (iii) facilitating “stream ripping” or other functionalities that make it easier for users to capture or otherwise make permanent copies of Spotify Content.
- e. Do not use the Spotify Platform, Spotify Service or Spotify Content for any illegal or unauthorized purpose, including (i) failing to comply with applicable laws and regulations, including, without limitation, laws regarding personal data, privacy, copyright, and export controls; or (ii) misusing Spotify Intellectual Property (defined below) (such as using Spotify Marks as part of the name of your company or service).
- f. Do not use the Spotify Platform, Spotify Service or Spotify Content in any manner to compete with Spotify or to build products or services that compete with, or that replicates or attempts to replace an essential user experience of the Spotify Service, Spotify Content or any other Spotify product or service without our prior written permission.
- g. Do not improperly access, alter or store the Spotify Service or Spotify Content, including (i) using any robot, spider, site search/retrieval application, or other tool to retrieve, duplicate, or index any portion of the Spotify Service or Spotify Content (which includes playlist data) or collect information about Spotify users for any unauthorized purpose; (ii) making excessive service calls that are not strictly required for the proper functioning of your SDA via the Spotify Platform; (iii) storing metadata or cover art or aggregating metadata, cover art, audio, or other Spotify Content to create databases or any other compilation other than as strictly necessary to offer and operate your SDA; (iv) requesting, collecting, soliciting or otherwise obtaining access to user names, passwords, or other authentication credentials for the Spotify Service, other than through the means specifically provided for by the Spotify Platform and as strictly necessary to offer and operate your SDA.
- h. Do not transfer Spotify Content to unauthorized third parties, including (i) directly or indirectly transferring any data (including aggregate, anonymous or derivative data) received from Spotify to, or use such data in connection with, any ad network, ad exchange, data broker, or other advertising or monetization-related toolset, even if a user consents to such transfer or use; or (ii) to another music service that competes with Spotify or the Spotify Service.
- i. Do not use any viruses, worms, Trojan horses, or any other harmful code that could affect the Spotify Platform, Spotify Service, or Spotify Content.
- j. Do not use the Spotify Platform, Spotify Service, Spotify Content, or deploy your SDA in a manner, or take any action in connection with this Agreement, that could: (i) create liability for Spotify; (ii) adversely affect Spotify's commercial reputation; or (iii) otherwise reflect unfavorably on Spotify, including any action that may damage, disparage, or be detrimental to Spotify, the Spotify Service, Spotify Content, or Spotify's content providers, corporate affiliates, and partners.
- k. Do not associate, imply, or otherwise suggest an endorsement, tie-in, co-branding, or promotion of any brand, service, website, product, or offering with or by (i) Spotify (except as allowed by the Branding Guidelines (/branding-guidelines/)), or (ii) any Spotify Content, including any artist, record label, or sound recording. Further, your SDA shall not have a specific artist or artists or the content of a specific record label or rights holder as the sole subject of the SDA, unless you have express permission from that rights holder.
- l. Do not use the Spotify Platform, Spotify Content, Spotify Service, or Spotify Marks in any way to promote or distribute an application, product, service, website, or other offering, including any SDA: (i) that is associated with, promotes, features, encourages, facilitates, or condones (a) illegal activity or the illegal or unauthorized use or sharing of audio and/or audiovisual content; (b) violence; (c) political positions or political candidates and/or religious causes; (d) the sale or advertisement of tobacco products, ammunition, firearms, and/or pornography; or (ii) content that (a) is illegal, obscene, sexually explicit, deceptive or fraudulent; (b) could be considered offensive, defamatory, malicious, or discriminatory in any way, including but not limited to on the basis of race, disability, sex, sexual orientation, or religion; (c) infringes any intellectual property or other right of Spotify or any third party, including, without limitation, any right of privacy, publicity, copyright, trademark, patent, or contractual right; or (d) that is used to harass, embarrass, harm, or improperly target any Spotify user or artist.
- m. Do not artificially increase play counts, follow counts or otherwise manipulate the Spotify Service, Spotify Platform or Spotify Content by (i) using any bot, script or automated process, (ii) by providing any form of compensation (financial or otherwise) to users, or (iii) any other means.
- n. Do not use the Spotify Platform, Spotify Content, Spotify Service, or Spotify Marks in any way to create a voice-enabled SDA that enables a user to control with his or her voice, or any kind of voice assistant that provides voice-control functionality without prior written authorization from Spotify.
- o. Do not use the Spotify Platform, Spotify Content, Spotify Service, or Spotify Marks in any way to create ringtone or alert tone functionality in an SDA or (unless you receive Spotify's written approval) alarm functionality in an SDA.

- p. Do not incorporate any functionality into your SDA which is able to detect the presence of the Spotify Application on a user's device (so-called "app sniffing"), without obtaining the user's explicit permission.
2. **Commercial Use Restrictions.**
- a. Unless you receive Spotify's written approval, and except as otherwise set out in this Section IV, 2., commercial uses are not permitted for SDAs. Such prohibited commercial uses include, but are not limited to:
 - i. the sale, whether integrated or as a standalone product, of the Spotify Platform, Spotify Content or Spotify Service, or sale of access to any of the foregoing;
 - ii. the sale of, or sale of access to, a Streaming SDA or any e-commerce (e.g., in-app payment or monetization) initiated via the Streaming SDA;
 - iii. the sale of advertising, sponsorships, or promotions on the SDA itself.
 - b. Unless you receive Spotify's written approval, the following are the only commercial uses of Non-Streaming SDAs permitted under these Developer Terms:
 - i. sale of advertising, sponsorships, or promotions on the Non-Streaming SDA or Website;
 - ii. sale of, or sale of access to, a Non-Streaming SDA (including any e-commerce initiated via the Non-Streaming SDA);
 - c. Unless you receive Spotify's written approval, no SDA shall enable interaction with in-store music or retail employees
3. **Spotify Content restrictions.** In addition to the foregoing, you must comply with the following restrictions related to Spotify Content.
- a. **Misleading use.** You shall not mislead Spotify users as to the artist or user associated with any Spotify Content.
 - b. **Local caching.** Except as set out in this paragraph, you will not locally cache any Spotify Content. Only when strictly necessary to enhance the performance of your SDA and its functionality, your SDA may locally cache (i) metadata and cover art or (ii) Conditional Downloads of sound recordings. Caching of Conditional Downloads of sound recordings under clause (ii) shall only be available to subscribers to the Premium Service. "**Conditional Downloads**" means time-limited offline syncing that is available to subscribers to our Premium Service.
 - c. **Games and trivia quizzes.** Unless you receive Spotify's written approval, you shall not use the Spotify Platform to incorporate Spotify Content into any game functionality (including trivia quizzes).
 - d. **Metadata, cover art, and audio clip-specific restrictions.** Consistent with the Branding Guidelines, any use of the metadata, cover art and Audio Preview Clips as made available through the Spotify Platform shall be accompanied by a link back to the applicable artist, album, track, or playlist on the Spotify Service together with prominent use of Spotify Marks to clearly attribute the content as being supplied and made available by Spotify. If you offer a Streaming SDA or your SDA is able to control a background Spotify Application, metadata and cover art may only be used in connection with the underlying musical content, and there shall be no playback of Spotify Content without showing relevant cover art and metadata in your SDA. You will not offer metadata, cover art, and/or Audio Preview Clips as a standalone service or product.
 - e. **Audio-specific restrictions.** Streaming through the Spotify Platform shall only be made available to subscribers to the Premium Spotify Service. Please note that the (i) Widgets (ii) Audio Preview Clips or (iii) control of a background Spotify Application via the Spotify Platform, may be made available to Spotify users who do not subscribe to the Premium service to the extent such functionality is available through the Spotify Platform. You shall only make Audio Preview Clips available for streaming in the territories in which the corresponding full length track is available. Audio Preview Clips may only be used to promote the underlying musical content and not for, personalisation or messaging products podcasts or similar products.
 - f. **Integration with Third Party Services.** You will not create any product or service by integrating the Spotify Platform, Spotify Service, or Spotify Content with (i) any non-interactive internet webcasting service or (ii) streams from another service.
 - g. **Synchronization.** You may not synchronize any sound recordings accessed through the Spotify Platform with any visual media, including any advertising, film, television program, slideshow, video, or similar content.
 - i. **Mixing, overlapping and re-mixing.** You may not, and you may not permit any device or system used in connection with the Spotify Service to, segue, mix, re-mix, or overlap any Spotify Content with any other audio content (including other Spotify Content)
4. **Widgets.** If you use Spotify Widgets, you must also comply with the restrictions set out in the Spotify Widgets Terms (</documentation/widgets/terms/>).

Section V

Users & Data

1. You agree not to circumvent any privacy features (e.g., opt outs) offered by Spotify, you, or by third parties.
2. You will only request the data you need to operate your SDA.
3. You agree not to analyze the Spotify Content or the Spotify Service for any purpose, including without limitation, benchmarking, functionality, usage statistics, or user metrics.
4. When users connect with your SDA, they may consent to the sharing of certain categories of personal data with you, with those

- categories selected by you. For all other user data obtained through use of the Spotify Platform, you must obtain explicit consent from the user who provided the data to us before using it for any purpose other than displaying it back to the user on your SDA.
5. You will not sell or purchase any Spotify Content, including data obtained from Spotify.
 6. You will not email Spotify users unless you obtain their explicit consent or obtain their email address and permission through means other than Spotify.
 7. If we prohibit your use of the Spotify Platform or if either party terminates the Agreement, you will delete all Spotify Content (including user data, song metadata, etc.) in accordance with Section IX.8 of these Developer Terms. If you violate these Developer Terms, we may require you to delete all Spotify Content.
 8. Spotify user data can be cached only for operating your SDA. If a Spotify user logs out of your SDA or becomes inactive, you will delete any Spotify Content related to that user stored on your servers. To be clear, you are not permitted to store Spotify Content related to a Spotify user or otherwise request user data if a Spotify user is not using your SDA.
 9. You must provide all users with a working and easily accessible mechanism to disconnect their Spotify Account from your SDA at any time and provide clear instructions on how to do so. Further, when a user disconnects their Spotify account, you agree to delete and no longer request or process any of that Spotify user's data.
 10. If Spotify informs you of a Spotify user having required rectification, erasure or restriction of processing of user data to you, you must comply with such requests.
 11. You are solely responsible for your access, use, processing, and disclosure of Spotify user data and, to the extent your processing of Spotify user data is subject to European data protection laws, you will act as and be considered the sole data controller of your processing of Spotify user data.
 12. You must have an end user agreement and privacy policy. Any access, use, processing, and disclosure of Spotify user data shall comply with (i) these Developer Terms; (ii) your end user license agreement; (iii) your privacy policy; and (iv) applicable laws and regulations.
 13. Prior to using the Spotify Platform, you must have in place industry standard security and protections for any Spotify Content (including user data) in your possession and/or control. You are also responsible for the security measures used by third parties providing services to you.
 14. When distributing the SDA, you will require end users to agree to an enforceable end user agreement reflecting at least the following minimum terms:
 - a. not make any warranties or representations on behalf of Spotify and expressly disclaim all implied warranties with respect to the Spotify Platform, Spotify Service and Spotify Content, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement;
 - b. prohibit modifying or creating derivative works based on the Spotify Platform, Spotify Service or Spotify Content;
 - c. prohibit decompiling, reverse-engineering, disassembling, and otherwise reducing the Spotify Platform, Spotify Service, and Spotify Content to source code or other human-perceivable form, to the full extent allowed by law;
 - d. state that you are responsible for your products and disclaim any liability on the part of third parties (e.g., Spotify);
 - e. state that Spotify is a third party beneficiary of your end user license agreement and privacy policy and is entitled to directly enforce your end user license agreement.
 15. You will make a complete and accurate disclosure to end users of the privacy practices and policies applicable to your SDA or Website, including, without limitation, notice to the end user:
 - a. that your collection and use of data is subject to your privacy policy;
 - b. of the information you collect from users;
 - c. about how you collect, use, and share that information;
 - d. about your use of Cookies;
 - e. that you allow third parties to place Cookies on users' browsers in order to collect information about their browsing activities; and
 - f. about users' options for Cookie management.
 16. If your SDA targeted to children (i.e., any individuals under the age of 13 or those individuals under 18 without verifiable parental consent), you may not embed or otherwise use the Spotify Platform. If you have actual knowledge that specific people using your SDA or online service are children, you must block the use of the Spotify Platform for those people.
 17. If your application contains content submitted or provided by third parties, you must comply with the following rules:
 - a. In the United States, you must take all steps required to fall within the applicable safe harbors of the Digital Millennium Copyright Act including designating an agent to receive notices of claimed infringement, instituting a repeat infringer termination policy and implementing a "notice and takedown" process.
 - b. In other countries, you must comply with local copyright laws and implement an appropriate "notice and takedown" process upon receiving a notice of claimed infringement.

Section VI

Access to Spotify Platform

1. **Security Codes**
 - a. As described on our developer site, to access and use certain tools provided by our Spotify Platform, you must link your Spotify account to a developer account. You will be issued one or more unique I.D.s, keys, passwords, security codes, or tokens (each a “**Security Code**”) for accessing the Spotify Platform and managing your account. You agree to provide Spotify with accurate, complete and updated registration information.
 - b. You may only access your account with the Security Codes provided by Spotify and the appropriate Security Code must be embedded in your SDA, including in all updates and revisions, in a secure manner not accessible by third parties. If you are developing a Streaming SDA, each call to the Spotify Platform must incorporate a valid Security Code.
 - c. You may not sell, transfer, sublicense or otherwise disclose your account or Security Codes to any other party or use it for any other purpose except in connection with your SDA.
 - d. You are entirely responsible for maintaining the confidentiality of your account and Security Codes. You agree to notify Spotify immediately if you believe that your account or Security Codes have been compromised and cooperate with Spotify in the investigation of any compromised Security Codes. You are fully responsible for all activities that occur using your account and Security Codes, regardless of whether such activities are undertaken by you or a third party.
2. **Enforcement of Developer Terms.** We may enforce these Developer Terms against you or your SDA we conclude that your SDA violates this Agreement or is negatively impacting the Spotify Platform, Spotify Service or Spotify Content. We may or may not notify you in advance. Enforcement can include revoking your Security Codes, disabling your SDA, restricting your, and your SDA's, access to the Spotify Platform (including its functionality), requiring you to delete data, terminating our Agreement with you, or any other action that we deem appropriate.
3. **Limitations on Use of Spotify Platform.** Spotify may limit the number of service calls that your SDA may make, the volume of Spotify Content that may be accessed, or anything else about the Spotify Service as Spotify deems appropriate, in its sole discretion, without notice. Spotify may use technical measures to prevent over-usage or stop usage of the Spotify Platform.
4. **Monitoring Usage.** You agree that Spotify may monitor your use of, and collect usage data related to, the Spotify Platform to ensure quality, improve the Spotify Service and verify your compliance with these terms. You agree not to block or interfere with such efforts and to provide us with reasonable access to information related to your compliance with these Developer Terms. Spotify may use any technical means to overcome any interference. At our sole discretion we may request, and you will provide, proof that your SDA and any content within your SDA is properly licensed.
5. **Cooperation.** You agree to cooperate with Spotify in pursuing any violations of the prohibition against ripping or other capture of streamed content.
6. **Reporting of Non-Complying SDAs.** If you believe that someone is violating these Developer Terms or misusing the Spotify Platform, please contact us using this form.
7. **Modification of Spotify Platform.** Spotify reserves the right to modify the Spotify Platform and to release subsequent versions of the Spotify Platform at any time without notice to you. You may be required to obtain and use the most recent version of the Spotify Platform in order for your SDA to function.

Section VII

Intellectual Property & Confidential Information

1. **Intellectual property.**
 - a. Spotify respects intellectual property rights, and expects you to do the same. The Spotify Platform, Spotify Service, Spotify Content and any Spotify Marks (our “**Intellectual Property**”) are the property of Spotify or Spotify's licensors and protected by intellectual property rights. You do not have the right to use the Intellectual Property in any manner not covered by this Agreement.
 - b. Nothing in this Agreement shall be construed to convey, and by virtue of this Agreement you will not acquire, any ownership interest in the Intellectual Property.
 - c. You will not contest, or assist others in contesting, the validity, enforceability, ownership, or title of any Intellectual Property. You agree not to attempt to use or register any trademark or domain name that includes the word “Spotify,” any other Spotify trademark, or any name that is confusingly similar to any of them.
 - d. Further, you may not remove or alter any copyright, copyright protection technology, trademark, or other intellectual property notice contained in or provided through Spotify's Intellectual Property.
2. **Confidentiality.** In your interactions with Spotify, you may be given access to certain non-public information, software, specifications, or code (“**Confidential Information**”), which is confidential and proprietary to Spotify. You may use this Confidential Information only as necessary in exercising such rights as are granted to you in these Developer Terms. You may not disclose any of this Confidential Information to any third party without Spotify's prior written consent. You further agree that you will protect this

Confidential Information from any unauthorized use, access, or disclosure with no less than a reasonable degree of care than your own confidential information.

Section VIII

Representations and Warranties, Limitation of Liability, Indemnification, Disclaimers, Release

1. **Representations and warranties.** In addition to any other representations, warranties and covenants made by you, you represent, warrant and covenant to Spotify that:
 - a. You have the legal capacity to enter into these Developer Terms;
 - b. Any and all information you provide to Spotify is and shall be true, accurate, complete and up to date;
 - c. You possess all authorizations, approvals, consents, licenses, permits, and other rights and permissions necessary to provide your SDA and perform your obligations hereunder;
 - d. You own or have secured all rights necessary to copy, display, distribute, render, and publicly perform all content (other than Spotify Content) on or within your SDA or Website;
 - e. Your use of the Spotify Platform complies with all applicable laws and regulations, including without limitation, any right of privacy, publicity, copyright, trademark, patent, trade secret or contractual right; and
 - f. Your use of the Spotify Platform shall not infringe any intellectual property or other rights of Spotify or any third party, including without limitation, any right of copyright, trademark, patent, privacy, publicity, or contractual right.
2. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SPOTIFY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, LICENSORS, LICENSEES, ASSIGNS OR SUCCESSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER FAILURE, OR PECUNIARY LOSS) ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SPOTIFY SERVICE, SPOTIFY CONTENT, OR THE SPOTIFY PLATFORM, INCLUDING ANY DAMAGES RESULTING THEREFROM, REGARDLESS OF THE FORM OF THE ACTION OR THE BASIS OF THE CLAIM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR ONLY RIGHT WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SPOTIFY PLATFORM IS TO STOP USING THE SPOTIFY PLATFORM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES REFERRED TO ABOVE (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES). ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. YOU AGREE THAT SPOTIFY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO FIVE HUNDRED DOLLARS (\$500).
3. **INDEMNIFICATION.** YOU SHALL INDEMNIFY AND HOLD SPOTIFY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, LICENSORS, LICENSEES, ASSIGNS OR SUCCESSORS HARMLESS FROM ANY CLAIM OR DEMAND (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES AND COSTS OF INVESTIGATION) MADE BY A THIRD PARTY DUE TO OR ARISING OUT OF OR RELATED TO YOUR USE OF THE SPOTIFY PLATFORM, SPOTIFY SERVICE OR SPOTIFY CONTENT OR YOUR VIOLATION OF THE TERMS OF THIS AGREEMENT OR YOUR VIOLATION OF ANY LAWS, REGULATIONS, OR THIRD PARTY RIGHTS.
4. **DISCLAIMERS.**
 - a. ANY USE OF THE SPOTIFY PLATFORM IS AT YOUR OWN RISK. THE SPOTIFY PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE SPOTIFY PLATFORM, SPOTIFY SERVICE OR SPOTIFY CONTENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR IN WRITING, OBTAINED BY YOU FROM SPOTIFY SHALL CREATE ANY WARRANTY ON BEHALF OF SPOTIFY IN THIS REGARD.
 - b. SPOTIFY EXPRESSLY DISCLAIMS ANY WARRANTY THAT: (I) THE SPOTIFY PLATFORM, SPOTIFY SERVICE OR SPOTIFY CONTENT WILL MEET ALL OF YOUR REQUIREMENTS; (II) THE OPERATION OF THE SPOTIFY PLATFORM, THE SPOTIFY SERVICE OR THE SPOTIFY CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (III) THE SPOTIFY PLATFORM, SPOTIFY SERVICE OR SPOTIFY CONTENT WILL PROVIDE RESULTS THAT ARE ACCURATE OR RELIABLE OR CONSISTENT WITH YOUR EXPECTATIONS.
 - c. Further, Spotify has no obligation to provide you or any users of your SDA with support, software upgrades, enhancements, or modifications to the Spotify Platform or Spotify Service. You are solely responsible for providing user support and any other technical assistance to your users.
5. **Limitations Period and Release.** You agree that any claim arising out of or related to the Spotify Platform, Spotify Service or Spotify Content or otherwise arising out of the Agreement must be brought within one year after the claim accrues. Otherwise such claim is permanently barred. In addition, if you have a dispute with one or more third parties (for example, Spotify users or account holders) in connection with the Spotify Platform, Spotify Service, Spotify Content, or the Agreement, you release Spotify and its corporate affiliates and any of their officers, directors, employees, agents, shareholders, licensors, licensees, assigns or successors, for any and all damages, liabilities, causes of action, judgments and claims arising out of or in any way connected with such disputes. To the extent that California Civil Code 1542 is applicable to you, you waive California Civil Code 1542 with respect

to the foregoing claims described in this paragraph: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with debtor."

Section IX

Other Legal Terms

1. **Entire Agreement.** These Developer Terms constitute the entire agreement between you and Spotify with respect to your use of the Spotify Platform and supersede any prior agreements, whether oral or written, concerning the subject matter of these Developer Terms, except and then only to the extent that you have entered into a Separate Agreement or the Spotify Widgets Terms of Use. A "**Agreement**" is a written agreement between and signed by Spotify and you governing your use of the Spotify Platform.
2. **Changes to the Agreement.** We may revise these Developer Terms from time to time and the most current version will always be posted on our website, so please check it regularly. If a revision is material we will notify you (for example via our developer blog or by email). By continuing to access or use the Spotify Platform after revisions become effective, you agree to be bound by the revised Developer Terms. If you do not agree to the new terms, you must terminate this Agreement, stop using the Spotify Platform, delete all Spotify Content and cease all operation, promotion, distribution and support of all your products and services that rely on the Spotify Platform.
3. **Non-exclusive Agreement and Competition.**
 - a. These Developer Terms are a non-exclusive agreement. Please understand that Spotify and/or other third parties (including other developers) may be developing and may develop products and services that may be similar to or competitive with your SDA, website or other products or services provided by you. Nothing in these Developer Terms shall in any way restrict or preclude Spotify and/or such third parties from creating and fully exploiting such products, services or other business activities without any obligation to you.
 - b. If you provide Spotify with any feedback (including suggestions, comments, improvements, ideas, etc.), you assign all right, title and interest in and to such feedback to Spotify and acknowledge that we will be entitled to use, implement and exploit any such feedback in any manner without restriction, and without any obligation of confidentiality, attribution, accounting or compensation.
4. **Export.** You shall comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control in connection with your use of the Spotify Platform.
5. **Assignment.** You may not assign any of your rights or delegate any of your duties under this Agreement, in whole or in part, to any person or entity. Spotify may assign, delegate or novate this Agreement or any part thereof to any third party without restrictions.
6. **Third Parties.** Each corporate affiliate of Spotify shall be a third party beneficiary to these Developer Terms, and such corporate affiliates shall be entitled to directly enforce, and rely upon, any provision of these Developer Terms which confers a benefit on them (including the right to enforce your end user license agreement). Other than the preceding sentence and Section V.13, nothing in this Agreement shall create any third party beneficiaries, or confer any rights in any third parties.
7. **Publicity.** You may not suggest a partnership with, sponsorship by, or endorsement by Spotify without Spotify's prior written approval. You permit Spotify to make public statements about your use of the Spotify Platform at any time.
8. **Term, Termination and Survival.**
 - a. This Agreement begins on either (i) the date you demonstrate your acceptance of the Developer Terms or (ii) when you first use the Spotify Platform, and shall continue until terminated (the "**Term**") as permitted under these Developer Terms.
 - b. Compliance with the provisions of these Developer Terms is very important. Any licenses contained in these Developer Terms will terminate automatically and without notice if you fail to comply with them.
 - c. We reserve the right to modify, suspend or discontinue the Spotify Platform and/or the Spotify Service, or to terminate your ability to use the Spotify Platform, at any time prior to or after your development of a SDA, website, product or service, without notice, for any reason or for no reason, without any liability to you or your users.
 - d. Spotify may terminate these Developer Terms by notice to you of termination or by terminating your ability to use the Spotify Platform. You may terminate these Developer Terms by ceasing all use of the Spotify Platform and notifying Spotify.
 - e. Upon any termination or notice of any discontinuance, you must immediately cease and desist from using the Spotify Platform and delete all Spotify Content obtained through use of the Spotify Platform (including, without limitation, from your servers).
 - f. Sections III.2, III.4, V, VI.8, VII, VIII, IX.3, IX.5, IX.6, IX.9, IX.10, and X of these Developer Terms (or any section necessary to interpret such clauses) shall survive any termination or expiration of these Developer Terms and will continue to bind you.
9. **Severability.** Subject to Section X.3, should for any reason, or to any extent, any provision of these Developer Terms be held invalid or unenforceable, such invalidity or enforceability shall not affect or render invalid or unenforceable the remaining provisions of these Developer Terms and the application of that provision shall be enforced to the extent permitted by law.

10. Governing Law and Venue.

- a. This Agreement is subject to the law of the State of California, United States, and any dispute, claim, or controversy between you and Spotify, whether arising in tort or contract, will be decided under the laws of the State of California, without regard to conflicts of law principles, except to the extent California law is preempted by United States Federal Law, including the Federal Arbitration Act.
 - b. Any claim arising out of your relationship with Spotify or your work under this Agreement that is not subject to mandatory arbitration under Section X shall be subject to the exclusive jurisdiction of the state and federal courts in San Francisco County, California. You and Spotify each agree that the state and federal courts in San Francisco County, California, shall have personal jurisdiction over the parties for resolution of any claim pursuant to this paragraph.
 - c. To the extent either of Sections IX.10.a. or IX.10.b. is not enforceable, Swedish law will control law and the courts of Sweden will have exclusive jurisdiction over any dispute, claim, or controversy arising out of your relationship with Spotify or this Agreement.
11. **No Waiver.** The failure or delay by Spotify to exercise or enforce any right or provision of these Developer Terms or rights under applicable law shall not constitute a waiver of any such provisions or rights.

Section X**Arbitration Agreement**

This Section X, which requires mandatory arbitration, applies to you if your performance under the Agreement will occur in whole in part in the United States. It also applies if any part of your performance under this Agreement will occur in any other jurisdiction that enforces agreements for the mandatory arbitration of disputes

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 the Agreement or to your relationship with Spotify (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Agreement) will be determined by mandatory binding individual (not class) arbitration. You and Spotify further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction pursuant to the Agreement, including any objections with respect to the existence, scope or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim. 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 any relief, including declaratory or injunctive relief, benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of these Developer Terms.
2. **Exceptions.** Notwithstanding clause X.1 above, you and Spotify both agree that nothing in this Arbitration Agreement will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to (1) bring an individual action in a U.S. small claims court; (2) pursue enforcement actions through applicable U.S. federal, state, or local agencies where such actions are available; (3) bring an individual action seeking only temporary or preliminary injunctive relief in a court of law, pending a final ruling from an arbitrator.
3. **No Class or Representative Proceedings: Class Action Waiver.** YOU AND SPOTIFY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Spotify agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.
4. **Arbitration Rules: U.S. Performance.** This Section governs arbitration proceedings if your performance under the Agreement will occur entirely inside the United States. Either you or we may start arbitration proceedings. Any arbitration between you and Spotify will take place under the rules and procedures of the American Arbitration Association ("AAA") then in force (the "AAA Rules"), as modified by this Arbitration Agreement. You and Spotify agree that the Federal Arbitration Act applies and governs the interpretation and enforcement of this provision (despite the choice of law provision above). The AAA Rules, as well as instructions on how to file an arbitration proceeding with the AAA, appear at www.adr.org, or you may call the AAA at 1-800-778-7879. Any arbitration hearings will take place in New York, New York, or at a location mutually agreed upon by the parties, provided that if the claim is for \$25,000 or less, you may choose whether the arbitration will be conducted (1) solely on the basis of documents submitted to the arbitrator; (2) through a telephonic hearing, which neither the parties nor witnesses need to attend in person; or (3) by an in-person hearing as established by the AAA Rules in the U.S. county (or parish) in which you have your principal place of business. If you choose to file an arbitration proceeding and your claim is for \$10,000 or less, Spotify will (a) reimburse you for any AAA filing fee and (b) pay any other arbitration fees, including your share of arbitrator compensation, unless otherwise required by AAA rules or court order. If your claim is between \$10,000 and \$25,000, you will be responsible for the filing fee but Spotify will pay any other arbitration fees. If your claim exceeds \$25,000, you will be responsible for the filing fee and for your share of any other fees, consistent with the AAA rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

5. **Arbitration Rules: Non-U.S. Performance.** This Section governs arbitration proceedings if your performance under the Agreement will occur entirely outside the United States. Either you or we may start arbitration proceedings. Any dispute between you and Spotify shall be finally settled by an arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules"), as modified by this Arbitration Agreement, and administered by the International Chamber of Commerce ("ICC"). The ICC Rules, as well as instructions on how to file an arbitration proceeding with the ICC, appear at iccwbo.org, or you may call the ICC at +33 (0) 14953 2828. Spotify can also help put you in touch with the ICC.
Arbitration will be conducted by a single arbitrator to be appointed by the ICC. The seat of the arbitration shall be London, England, and the arbitration shall be held, and the award shall be rendered, in the English language. Any arbitration hearings will take place in London, England, or at a location mutually agreed upon by the parties, provided that if the claim is for \$25,000 or less, you may choose whether the arbitration will be conducted (1) solely on the basis of documents submitted to the arbitrator, or (2) through a telephonic hearing, which neither the parties nor witnesses need to attend in person. The award shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction.
6. **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, UPS, or Express Mail (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). Spotify's address for Notice is: Spotify AB, Attn: General Counsel, 45 W. 18th Street, 7th Floor, New York, New York 10011, USA. The Notice must (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. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of arbitrator's decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.
7. **Enforceability.** If any portion of this Arbitration Agreement is found to be unenforceable in court or in arbitration, then the entirety of the Arbitration Agreement shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section IX.10. shall govern any action arising out of or related to the Agreement.

Spotify AB
Regeringsgatan 19
111 53 Stockholm
Sweden

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See also

FAQ on Commercial Restrictions

[\(/legal/commercial-restrictions\)](/legal/commercial-restrictions)

Report Non Complying Apps

Widget Terms

[\(/documentation/widgets/terms/\)](/documentation/widgets/terms/)

Terms and Conditions of Use

[\(https://www.spotify.com/legal/end-user-agreement/\)](https://www.spotify.com/legal/end-user-agreement/)

Privacy Policy

[\(https://www.spotify.com/legal/privacy-policy/\)](https://www.spotify.com/legal/privacy-policy/)

Branding Guidelines

[\(/branding-guidelines/\)](/branding-guidelines/)