

Spotify has teamed up with 7digital to allow one-click purchase and download of high-quality MP3s.

Tracks are downloaded right into Spotify and you can download again on a different computer by clicking on the Purchases link in the main navigation.

To proceed, please read and agree to the 7digital terms by clicking the 'I Agree' button below.

END USER LICENSE AGREEMENT

You agree to be bound by the following terms which form a legally binding contract between 7digital Limited ("7digital") and you.

1 ACCEPTANCE OF TERMS

1.1 Your access to and use of this music download feature of the Spotify application ("Feature") is subject to these terms and conditions. Your use of the Spotify application requires you to agree to their terms and conditions. It is your responsibility to read and understand any terms and conditions that apply to your use of websites and services.

1.2 You will not use the Feature for any purpose that is unlawful or prohibited by these terms and conditions. By using the Feature you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these terms and conditions you must immediately stop using the Feature.

1.3 7digital reserves the right, at its sole discretion, to change, modify, add, or delete portions of these terms and conditions at any time without further notice. If we do this, we reserve the right to notify you by email or other reasonable means on the effective date of such changes. If you do not agree to or cannot comply with the terms and conditions as amended, your only remedy is to stop using the Feature. Your continued use of the Feature after any amendments are notified to you (by whatever manner) constitutes your acceptance of the new terms and conditions.

2 THE SERVICES

2.1 The Feature provides digital media download services to enable legal purchases of digital media. The Feature is for your own personal and non-commercial use and you are not authorised to make any copies of any downloads purchased via the Feature other than for personal use.

3 OBJECTIONABLE MATERIAL

3.1 You understand that by using the Feature, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language. You agree to use the Feature at your sole risk, 7digital will not be liable to you for content that may be found to be offensive, indecent, or objectionable. 7digital does not guarantee the accuracy of any descriptions provided on our Websites.

4 CHILD SUPERVISION

4.1 7digital is concerned about the safety and privacy of its users, particularly children. Parents who wish to allow their children access to and use of the Feature should supervise such access and use. It is your responsibility to determine which if any portions of the Feature are suitable for your child to access.

5 AGE RESTRICTION TO REGISTER FOR SERVICES

5.1 You must be at least 18 years of age to agree to and enter into a contract on your own behalf and to accept the terms and conditions of this license. If you are under 18 but at least 13 years of age, you must present these terms and conditions to your parent or legal guardian, and he or she may consent on your behalf.

5.2 Children under the age of 13 may not use the Feature, and parents or legal guardians may not register on their behalf. By registering for the Feature, you represent that (i) you have read, understood and agree to be bound by these terms and conditions (ii) you are at least 18 years old, either entering into this contract for yourself or entering on behalf of your child or a child in your legal care aged 13 or over.

5.3 If you are a parent or guardian allowing your child access to the Feature you are allowing your child access to all of the Content available through the Feature. Always use caution when revealing personally identifiable information about yourself or your. You are fully responsible for his or her use of the Feature, including all financial charges and legal liability that he or she may incur. If you do not agree to (or cannot comply with) any of these terms and conditions, do not attempt to use the Feature.

6 PRIVACY POLICY

6.1 7digital recognises that your privacy is very important to you and that it is your right to control your personal information. We know that providing personal information is an act of trust and we take that trust seriously.

6.2 If you register for the Feature you will be asked to provide basic personal information. The information is used solely for notifying you of changes or updates to the Feature. 7digital will never sell, rent or otherwise disclose any of your personal information, including your email address, to any third party without your consent unless: 1) we are required to by law; or 2) if it is necessary to provide the Feature.

6.3 In order to keep our users informed about the operation of our Feature, we may send e-mails and announcements to your personal email address that you have provided to us upon registration.

6.4 Your payment information will only be used to check that it is a valid method of payment and to process your payment. No payment information is kept by 7digital other than to facilitate the provision of the Feature to you (for example, storing your credit or debit card number for quick payment).

6.5 If you are a registered user, you have certain rights under the 1998 Data Protection Act. You have the right to be told what personal information we hold about you on our database. Should you wish to exercise that right, or if you have any questions concerning the 7 privacy policy, please write to: legal@7digital.com

6.6 7digital has implemented technology and security features, as well as strict internal guidelines, to safeguard the privacy of your personal information from unauthorised access or improper use. We employ SSL encryption to secure your personal data and payment information. We will continue to enhance our security procedures as new technology becomes available. While we make every effort to ensure that your information is secure on our system, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, we cannot guarantee the security of any information you transmit to us, and you do so at your own risk.

7 USER ACCOUNT, PASSWORD AND SECURITY

7.1 You are required to complete the registration process by providing certain information and registering a username and password for use with the Spotify application. You are responsible for maintaining the confidentiality of the username and password. You are fully responsible for any unauthorised person's use of the Feature, including all financial charges and legal liability that he or she may incur. We recommend that you change your password from time to time for additional security. If you believe someone has accessed the Spotify application or the Feature using your user name and password without your authorisation, it is your responsibility to set up a new password.

7.2 You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security. In no event will 7digital be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another person's account at any time, without the express permission of the account holder. You agree that 7digital will be entitled to assume that any person using the Feature with your username and password is either you or someone doing so with your permission.

8 USAGE RULES

8.1 You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the party from whom such Content originated. 7digital does not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Feature you may be exposed to Content that is offensive and/or indecent. 7digital will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Feature and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

8.2 You understand that some of the Content may include a security framework using technology that protects digital information and limits your usage of the Content to certain usage rules established by 7digital's licensors ("Usage Rules"). You agree to comply with such Usage Rules, as further outlined below, and you agree not to violate or attempt to violate any security components. You agree not to attempt to, or assist another person to, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security components related to such Usage Rules for any reason whatsoever.

8.3 Content Usage Rules.

(i) You are authorised to use the Content only for personal, non-commercial use, and not for redistribution, transfer, assignment or sublicense, to the extent permitted by law.

(ii) You are authorised to use the Content on up to five authorised devices at any time. 7digital reserves the right to limit the number of authorised devices further and the number of authorised downloads to comply with the requirements of its licensors.

(iii) You may not use Content as a musical “ringer” in connection with mobile phone calls.

(iv) You agree that you will not attempt to, or encourage or assist any other person to, circumvent or modify any security technology or software that is part of the Feature or used to administer the Usage Rules, or interfere with, remove or alter any rights management information on the Content.

(v) The delivery of Content does not transfer to you any commercial or promotional use rights in the downloads.

(vi) Content in the MP3 or AAC format does not contain security technology that limits your usage of such Content and you may use them as reasonably necessary for personal, non-commercial use.

You agree that your purchase of Content constitutes your acceptance of and agreement to use such Content solely in accordance with the Usage Rules, and that any other use of the Content may constitute a copyright infringement. Any security technology, if applicable, is an inseparable part of the Content. The Usage Rules shall govern your rights with respect to the Content. 7digital reserves the right to modify the Usage Rules at any time.

8.4 Use of the Feature. You agree not to:

(i) use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;

(ii) violate any applicable laws or regulations;

(iii) attempt to gain unauthorised access to the Feature, other accounts, computer systems or networks connected to the Feature through hacking, password mining or any other means.

9 TERMINATION 9.1 7digital has the right to terminate your access to the Feature at any time, without notice, for any reason, including without limitation, breach of these terms and conditions. We may also at any time, at our sole discretion, discontinue the Feature or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Feature. 10 EQUIPMENT 10.1 Without limiting any provision herein, 7digital makes no warranty that any particular computer, portable device, or other hardware will be compatible with the Feature. It is your sole responsibility to ensure that your playback system(s) will function correctly with the application. 11 REFUND POLICY 11.1 All sales are final and all charges from those sales are non-refundable. Due to the nature of the service you are not able to cancel any purchases of downloads

after you have confirmed payment. Downloads may not be returned for any reason unless they are defective.

12 INTERNATIONAL USE

12.1 You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the internet.

12.2 Some of our downloads are restricted by territory. Where required, to conclude the purchase of any such restricted products, you will be required to provide a billing address in the relevant territory. You agree not circumvent any territorial restrictions in place on the Feature or provide false billing information.

13 INTELLECTUAL PROPERTY RIGHTS

13.1 The Feature and its content (including without limitation the design, text, graphics and all software and source codes connected with same) are protected by copyright, trade marks, patents and other intellectual property rights and laws. In using the Feature you agree that you will access the Content solely for your personal, non-commercial use. None of the Content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder.

14 ALTERNATIVE FORMAT POLICY

14.1 Our standard offered format is MP3 but we can also make available tracks that you purchase from us in the AAC format. If you wish to obtain an AAC version of a track instead of the MP3 default, you must inform us via our customer services system after you complete a purchase but before you download the MP3 version. Please state your order number (available in your email receipt) along with the names of the tracks you wish to obtain in AAC instead of MP3. We will respond within 5 working days with details on how to obtain the AAC versions.

15 INDEMNITY

15.1 You agree to indemnify and hold 7digital harmless from and against any breach by you of these terms and conditions and any claim or demand brought against 7digital by any third party arising out of your use of the Feature and/or any Content submitted, posted or transmitted through the Feature, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by 7digital in consequence of your breach of these terms and conditions.

16 DISCLAIMERS AND LIMITATION OF LIABILITY

16.1 Use of the Feature is at your own risk. The Feature is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

16.2 To the extent permitted by law, 7digital will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Feature.

16.3 7digital makes no warranty that the Feature will meet your requirements, that Content will be accurate or reliable, that the functionality of the Feature will be uninterrupted or error free, that defects will be corrected or that the Feature or the server that makes them available are free of viruses or anything else which may be harmful or destructive.

16.4 Nothing in these terms and conditions shall be construed so as to exclude or limit the liability of 7digital for death, personal injury or any other liability that may not legally be excluded, as a result of the negligence of 7digital

16.5 Nothing in these terms and conditions shall affect your statutory rights as a consumer.

17 SEVERANCE

17.1 If any of these terms and conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term or condition shall be severed and the remaining terms and conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

18 GOVERNING LAW

18.1 These terms and conditions shall be governed by and construed in accordance with the laws of England and you hereby submit to the exclusive jurisdiction of the English courts.

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