

GENERAL TERMS OF USE for the website www.bemysound.fr

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This site is published by the company "BEMYSOUND Ltd., registered with the RCS Versailles under number 522 213 289 whose registered office is located in 90 Résidence Elysée 2 – 78170 La Celle St Cloud, Telephone: 33 (0) 1 70 46 90 93.

It is hosted by OVH.

BEMYSOUND is a platform for online distribution of licensed music for professional use.

The purpose of BEMYSOUND is not to provide access to the Internet, nor an electronic communication service to the public.

Please read these Terms of Use: using BEMYSOUND and becoming a member of BEMYSOUND, you agree to comply with them.

BEMYSOUND may at any time modify these Terms of Use. You will be informed of the nature of these changes when they are online. They will become effective one month after their publication on the site.

Article 1. DEFINITIONS

COMPOSER/PRODUCER: author composer of musical works with or without words. The Composer/Producer and any third party involved in creating, interpreting and/or producing the musical works are not members of any collecting agency, whether in the field of copyright or related rights (performers or producers).

TERMS OF USE: These Terms agreed to by the Member upon registration, as well as the changes to come.

ILLEGAL CONTENT: Content of any kind (text, voice, image, sound ...) likely to affect any rights of third parties (whether natural or legal persons, groups or community ...) and whatever applicable law. It will be particularly considered Illegal Content any content that may infringe the rights of literary and artistic property, rights of publicity, and any material that could constitute an apology for war crimes, crimes against humanity and more generally discrimination against one or more categories of people.

LICENSE BEMYSOUND: the license to use a Work provided to any Member who bought a Work on the site www.bemysound.fr.

MEMBER: Any natural or legal person who visits or is listed on the website www.bemysound.fr and who uses the Services of BEMYSOUND after validated and confirmed registration.

MY ACCOUNT: means the Member's personal webpage that contains extensive information concerning the Member, which he/she can complement and/or edit progressively.

WORK: means the sound work created with or without words, performed and produced by the Composer/Producer available to the Members.

TEST WORK: works modified by adding a jingle and downloaded by the Member for testing in a real context.

SERVICES: means all the services available to the Members of BEMYSOUND.

MUSIC USER: any natural or legal person who listens to the music streamed on the website and/or acquires a license BEMYSOUND for one or several Works.

Article 2. REGISTRATION

2.1 Methods

A person who wishes to access and use the Services offered by BEMYSOUND can register and login as a Member.

By checking the box “I accept the terms of use BEMYSOUND” the Member acknowledges being informed of the contents of these Terms and agrees to comply with them.

To be validly registered with BEMYSOUND, the Member must complete all mandatory fields in the registration form.

This registration provides access to My Account and to all Services of BEMYSOUND.

2.2 Use of username and password

This username and this password are strictly private and must not under any circumstances be shared or disclosed to third parties.

This username and this password allow the Member to access the Services offered by BEMYSOUND and My Account page.

The login details are under the responsibility of each Member who shall use them in accordance with these Terms of Use.

Each Member guarantees BEMYSOUND against any wrongful and/or harmful use of his/her login details, whether fraudulent or not, by him/herself or third parties. BEMYSOUND specifies that he is not required and does not have the technical means to verify the identity of people registering with our services. BEMYSOUND cannot be held responsible in case of theft of login details and/or identity of one of his Members.

If a Member becomes aware of or suspects a fraudulent use, he/she shall promptly notify BEMYSOUND by email to contact@bemysound.fr.

Article 3. USE OF SERVICES

BEMYSOUND provides access to several Services, some of which may be reserved only to Members:

Specifically for the Music Users:

download of Test Work;

creation and management of playlists;

acquisition of a license for one or more Works;

consultation of orders, download of invoices and purchased Works, consultation of the prepaid balance.

Specifically for the Composers/Producers:

upload of their Works;

qualification of their Works;

advertising on the site with their personal page;

participation in calls for creation.

BEMYSOUND may temporarily suspend the operation of the Services to improve them or to conduct maintenance. If possible, BEMYSOUND will make every effort to notify you in advance.

3.1 Technical Information

The Works are uploaded and downloaded in MP3 format. The MP3 must not exceed the maximum size of 30 MB.

The upload and download of the Works can require the use of third party software.

BEMYSOUND cannot guarantee that the website will operate continuously and without error, or that the access to the Services will be guaranteed, particularly in the following cases:

- misuse of the Website due to inappropriate equipment;
- failures caused by your provider Internet access;
- Internet network congestion.

3.2 Obligations of the Member

BEMYSOUND is a distribution platform for music, which offers various services. To use these services, the Member must accept the terms of use. The Member shall not use the services of BEMYSOUND if he/she does not accept these conditions.

The Member agrees to the terms of use when registering by checking the box "I accept the terms of use BEMYSOUND"; he acknowledges being informed of the contents of these Terms and agrees to comply with them.

The Member also undertakes to respect the intellectual property rights relating to the Content that will be accessed when using the Services.

3.2.1 Use of Works

After payment, the purchased Work is available to the Member for a period and a use defined in his/her BEMYSOUND license.

He/she is committed to strictly comply with the terms of use described in the license and more widely not to undermine intellectual property rights of the Composer/Producer.

The Test Work does not replace the purchase of the corresponding works. They are an aid for audiovisual presentations, multimedia in a real context.

3.2.2 Personal pages of the Composers/Producers

In general, the Member is committed to post reasonable remarks and behave in a fair manner with BEMYSOUND.

As part of his/her personal page, he/she agrees to have a moderate and respectful behavior, especially:

not to post, say, give or distribute in any form, information that may affect, directly or indirectly, any third party (natural or legal person, or group of persons);

not to deliver and distribute any lecture, words and/or any defamatory, abusive, obscene, immoral, offensive, violent or inciting to any form of violence (physical, verbal or moral), political, racist or xenophobic Content and generally contrary to the laws in force;

do not post, distribute or relay any Content that is partially or fully, alone, integrated or in combination with other Content, in violation of intellectual property rights of its authors and/or assignees;

not to use any technology to diminish, disrupt and/or prevent the normal circulation of Services such as software, viruses, sending of repeated messages...

Article 4. LICENSE OF USE

The licenses are granted for a term and type of use defined by the Music User at the time of purchase.

Each license is determined by a length of song (2 formats: loop and complete), a type of use, a period of validity and a price related (details can be found in the page "RATES").

Each license is tied to a single project, but may include several uses for the same song.

4.1 Purchase of a license

The purchase of a license can be made directly online with a bank card or a Paypal account. The use of the track is immediately valid, under the conditions defined by the purchased license.

To purchase multiple uses for the same song and the same license, BEMYSOUND offers to the user a 5% price reduction from the second selected use (on the cheapest types of use).

4.2 Purchase of a prepaid

4.2.1. BEMYSOUND has developed a commercial offer called "Prepaid" for the User (i) to credit a certain amount predetermined by BEMYSOUND to his/her account corresponding to a "package", (ii) to get a discount, for each purchase, predefined by BEMYSOUND corresponding to the "package" selected by the User and (iii) to conduct his/her purchases of musical work licenses from this "package" in a period of one year from the Date of Activation.

The "packages" available in the Prepaid are as follows:

- Package A: 1 000 € giving rise to 5% reduction on every purchase
- Package B: 3 000 € giving rise to 6% reduction on every purchase
- Package C: 5 000 € giving rise to 7% reduction on every purchase
- Package D: 7 000 € giving rise to 8% reduction on every purchase
- Package E: 10 000 € giving rise to 10% reduction on every purchase

BEMYSOUND reserves the right to change the contents of those "packages" at any time and for the future only. Any package change by BEMYSOUND will not affect the packages purchased by the user which are still valid at that time.

4.2.2. To acquire one or more of these "packages", the User must first select one or more packages on the website so to appear in "My Cart".

To validate the selection and proceed with the purchase of one or more packages, the User shall pay BEMYSOUND, by credit card, check or transfer, with the full amount corresponding to the packages chosen by the User.

Any payments not corresponding to any amount described under Packages A, B, C, D or E will be rejected by BEMYSOUND and will not give rise to any activation of the package and to any reduction under the Prepaid.

4.2.3. The selected and validated packages are activated upon confirmation of online payment or, where applicable, at the date of receipt of the amounts corresponding to the package selected ("Date of Activation").

At the Date of Activation of each package, the User will receive an email confirming the purchase of the packages.

To qualify for the reduction corresponding to the package purchased by the User, he/she shall indicate the code "Prepaid" corresponding to the package of choice, if he/she has acquired several, at each purchase of one or more licenses.

The indication of the code "Prepaid" is essential in order to benefit from a reduction corresponding to the package purchased by the User. The purchases made without using the code "Prepaid" cannot give rise to a discount from BEMYSOUND.

When purchasing one or more licenses by using the code "Prepaid", the amount corresponding to the fee will be deducted from the User's account corresponding to the package used to make the purchase. In case that the remaining balance under the package used by the User is insufficient to pay the entire fee, the User can complete the payment by any other method of payment accepted by BEMYSOUND.

For purchases made by the User with a package, BEMYSOUND will publish the invoice in the User's "My Account" as well as a summary of the debit/credit operations executed on the User's account and for each package purchased.

4.2.4. The validity of the packages so purchased and of the corresponding reductions is one year (12 months) from the Date of Activation of each purchased package.

At the expiration of the validity of a package, the User can no longer use the code "Prepaid" corresponding to the expired package. Therefore, the User cannot receive a reduction corresponding to the expired package, nor use the amounts paid under that package to make purchases after the expiration date. The remaining amount in the User's account corresponding to the expired package will be considered acquired by BEMYSOUND without the

possibility of claims by the User.

The period of validity of the amounts paid under a package may, however, be extended at any time before the expiration of the package, by purchasing a new package of any kind. In this case, the balance remaining in the oldest package will be added to the amount paid under the purchase of the new package. The conditions of validity (Date of Activation, code "Prepaid") and of applicable reductions will be those corresponding to the new package purchased.

Article 5. PRIVACY AND PROTECTION OF MEMBER'S DATA

5.1 Your rights

This site has been the subject of a statement (No. 1440779) with the CNIL (Commission Nationale Informatique et Libertés) dated 07/07/2010. According to the law "informatique et libertés" of January 6th 1978 amended by the law of August 6th 2004, the Member has the right to oppose, access, modify, rectify and delete the data concerning him/her, which he/she can exercise by contacting BEMYSOUND, 90 Résidence Elysée 2 – 78170 La Celle St Cloud.

5.2 Your personal data

Personal data are protected on the website: no personal information is collected without the knowledge of the Member; no personal information is disclosed to third parties; no personal information is used for purposes not intended.

BEMYSOUND collects personal data only to manage the relationship with a Member. Marketing and Commercial Services have access to personal data. The personal data are kept 10 years after the end of the contractual relationship.

For questions or requests concerning the protection of personal data, including the closure of the account of a Member, you can send an email via the Contact section of the website www.bemysound.fr/contact.php.

5.3 Cookies

Navigating the Website may result in the installation of cookies on the Members' computer. They simplify access and improve the ergonomics of navigation.

When the Member uses the Services of the website, his/her username and password are stored in the cookie. This information is encrypted and not accessible in the event of unauthorized access to his/her computer. The Member may refuse to install the cookie on his/her computer but such refusal may prevent access to certain Services on the Website.

5.4 The Communications of BEMYSOUND

Members may receive communications from BEMYSOUND in the following cases:

Registration as a Member of the website: the new Member receives a welcome e-mail to confirm the registration.

Request to close the account: if the account is closed, an e-mail notification of closure of the account is sent to the Member.

Purchase of a License: for any purchase, the Member receives a confirmation of purchase via e-mail.

Uploaded songs: for any online publication of songs, the Member receives the information of validation or non-validation of his/her song, then the information of its online publication, if applicable.

Request for online publication of call for bids or customer-tailored creations: BEMYSOUND may respond by e-mail to the Member requesting such service.

Request for assistance or submission of questions/suggestions: BEMYSOUND answers by e-mail to the Member who requests assistance in search of music, assistance to log into the site or access their account with full functionality.

Article 6. INTELLECTUAL PROPERTY

BEMYSOUND, except the items of intellectual property related to the Works, is the sole owner of intellectual property rights relating to trademarks, patents, software, logos, graphics, photographs and animations contained in the Website.

These items cannot be reproduced without the express permission of BEMYSOUND and/or its partners.

BEMYSOUND grants to its Members a license strictly limited to access, download, print, and reproduce, on all media, and use these items, for a professional purpose, as part of and for duration of the Members' registration with the Services.

Article 7. LIABILITY

In the event of a breach of any obligations hereof, BEMYSOUND may close the account of a Member and block his/her access to My Account without prior notice. BEMYSOUND may also initiate legal proceedings against him/her.

Article 8. APPLICABLE LAW

These conditions of use are governed by the French law.

Any dispute, arising from the interpretation or from the enforcement of the agreements binding BEMYSOUND to the other party, will be of exclusive jurisdiction of the Commercial Court of Paris, to which the parties confer jurisdiction.