

## Spotify for Podcasters Platform Terms and Conditions of Use

Effective: March 26 2019

Hello, and welcome to the Spotify for Podcasters Platform Terms and Conditions of Use (“**Spotify for Podcasters Terms**”).

Before we get to the details, we’d like to share a few of the principles behind Spotify for Podcasters and the terms you’re about to read. These principles guide us whenever we design products and features for creators. They mean a lot to us because we know they mean a lot to you.

- **We respect what you do.** You should have access to tools and information that help grow your career.
- **We love what you make.** We want fans all over the world to love it too.
- **We’re here to help you.** Building a strong community is the best way to support you.

The Spotify for Podcasters Terms you see below are important because they:

1. Outline your legal rights on Spotify for Podcasters
2. Explain the rights you give to us when you use Spotify for Podcasters
3. Describe the rules to follow when using Spotify for Podcasters

Please read these Spotify for Podcasters Terms, our Spotify Terms and Conditions of Use, our Privacy Policy and any other terms referenced in these Spotify for Podcasters Terms carefully.

### **1. Introduction**

Thanks for choosing Spotify’s Spotify for Podcasters platform (“**Spotify for Podcasters**”) offered by Spotify USA Inc. with offices at 4 World Trade Center, 150 Greenwich Street, 62nd Floor, New York, NY 10007, USA and Spotify AB, a company registered in Sweden under number 556703-7485 with offices at Regeringsgatan 19, 111 53 Stockholm, Sweden (respectively “**Spotify USA**” and “**Spotify AB**” and together “**Spotify**,” “**we**,” “**us**,” or “**our**”). Spotify for Podcasters is a platform and service we offer that gives you the ability to submit your podcast content directly to Spotify and understand your podcast audience.

Click-Wrap Agreement. These Spotify for Podcasters Terms are executed and agreed to, and you are entering into a binding contract with Spotify, when you click the checkbox stating that you agree to the Spotify for Podcasters Terms and Conditions (and to such standard amendments thereto as Spotify may publish from time to time) and click the “Continue” button during the registration process for the Spotify for Podcasters service (the “**Spotify for Podcasters Service**” or “**Service**”), when you submit Authorized User Content (defined below in Section 5) to, or when you otherwise use the Spotify for Podcasters Service, or access any content or material that is made available by Spotify through the Service (the “**Content**”). The Spotify for Podcasters Service is provided to you free-of-charge in exchange for your use of the Service and the provision of your Authorized User Content (defined below in Section 5) to the Service and that others (e.g., podcast hosting services) may be given access to certain Spotify for Podcasters tools and services.

Relevant Agreements. As noted above, in addition to these Spotify for Podcasters Terms, your use of the Service is also subject to Spotify's Terms and Conditions of Use available [here](#) (the "**Spotify Terms and Conditions**") and Spotify's Privacy Policy available [here](#) ("**Privacy Policy**"), and any additional terms that you agree to, as discussed in the Entire Agreement section in Section 17 below, which shall all be referred together as the "**Agreements.**" Please read the Agreements carefully. They cover important information about the Spotify for Podcasters Service provided to you and the effective version of the Agreements can be found on Spotify's website. You acknowledge that you have read and understood the Agreements, have had the opportunity to review the Agreements with legal counsel even if you have chosen not to do so, accept these Agreements, and agree to be bound by them. In the event of any conflict between a provision in the Spotify Terms and Conditions and the Spotify for Podcasters Terms, the provisions of these Spotify for Podcasters Terms will govern. If you don't agree with (or cannot comply with) the Agreements, then you may not use the Spotify for Podcasters Service. By using the Service, you further consent to receiving communications from us as described in the Privacy Policy available [here](#). You also agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including written communications. All Agreements are hereby incorporated by reference into these Spotify for Podcasters Terms.

Accessing the Spotify for Podcasters Service. In order to use the Spotify for Podcasters Service and access the Content, you need to: (1) be 18 or older, (2) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws, (3) not have been previously barred from the Service for violating the Agreements, and (4) be resident in a country where the Service is offered. If you are using or opening an account on the Service on behalf of a company, entity or organization (each a "**Subscribing Entity**"), then you represent and warrant that: (x) you are an authorized representative of that Subscribing Entity with the authority to bind the Subscribing Entity to the Agreements, regardless of whether you remain an authorized representative of that Subscribing Entity, (y) the Subscribing Entity agrees to be bound by the Agreements, and (z) you agree to be bound by the Agreements on behalf of such Subscribing Entity. You 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.

## **2. Changes to the Agreements**

We may make changes to the Agreements at any time in our sole discretion. We'll attempt to notify you of major or material updates in advance, e.g., by displaying a prominent notice within the Service or by sending you an email, but you are advised to regularly review the most recent and up-to-date version of the Agreements on the Spotify website. You have no obligation to continue to upload and submit Authorized User Content (defined below in Section 5) to the Service following a change to the Agreements, and if you do not agree to a modified version of any of the Agreements, you should remove any Authorized User Content (defined below in Section 5) you uploaded and discontinue your use of the Service. Your continued use of the Service after changes have been made will constitute your acceptance of the changes. Notwithstanding the preceding sentences of this paragraph, no revisions to the Agreements will apply to any dispute between you and us that arose prior to the date of such changes.

## **3. Spotify for Podcasters Account**

Account Registration. In order to use the Service, you must register for a Spotify for Podcasters account using a valid Spotify user account. If you do not already have a Spotify user account, you will be prompted to create one during the Spotify for Podcasters sign-up process and you will be presented with

the applicable Agreements, to which you will be required to review and accept before creating a Spotify for Podcasters account (“**Account**”). You agree that you will provide only accurate, complete, and current information in connection with the Account registration process, including with respect to any third party podcast hosting service used in connection with your Authorized User Content. You can correct any erroneous information by accessing your settings page upon login. As always, your password protects your Account, and you are solely responsible for keeping your password confidential and secure. You understand that you are responsible for all 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 third parties, please notify us immediately and change your password as soon as possible.

Third Party Account Access. You are fully responsible for the behavior and activities occurring under your Account and compliance with the Agreements for anyone accessing your Account. If there is a dispute between you and another person as to the ownership or authorized use of an Account, you may contact Spotify for Podcasters customer service using the [Contact Us](#) section of the Spotify for Podcaster’s website. After notice of the dispute, Spotify may suspend all access to such Account at any time and without any liability to you or any other person. Spotify may resolve disputes, or it may leave the resolution of disputes up to the parties involved, who may seek relief from a court of competent jurisdiction. If Spotify resolves any dispute, then you agree that Spotify’s decision is final and binding upon you and that you will have no cause of action against Spotify, although you may have recourse against any third parties as provided under law. Spotify will also abide by any lawful order from a court of competent jurisdiction.

#### **4. Using the Spotify for Podcasters Service**

Access to the Spotify for Podcasters Service. The Spotify for Podcasters Service and Content is the property of Spotify or its licensors. The Service and Content are not sold or transferred to you, and Spotify and its licensors retain ownership of the Service and Content even after you Access the Service and Content. We grant you limited, non-exclusive, revocable license to make use of the Spotify for Podcasters Service, and personal, limited, non-exclusive, revocable license to use the Spotify for Podcasters Service for commercial use to submit your Authorized User Content (defined below in Section 5) and review analytical information about your relevant Authorized User Content (defined below in Section 5) on Spotify (collectively “**License**”). This License shall remain effective until and unless terminated by you or Spotify. You promise and agree that you will use the Spotify for Podcasters Service solely as permitted by these Spotify for Podcasters Terms, and that you will not redistribute or transfer the Spotify for Podcasters Service or the Content.

Spotify Brand Features. 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, and all goodwill generated from the use of any Spotify Brand Features will inure solely to Spotify.

Acceptable Use of the Spotify for Podcasters Service. You agree to abide by our User guidelines in Section 7 below and not to use the Spotify for Podcasters 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 for Podcasters Service or Content, by implication, estoppel or otherwise. All rights not granted to you are expressly reserved by Spotify. Third party software (for example, open source software libraries) included in the Spotify for

Podcasters Service are made available to you either under the Agreements or 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 the Spotify website.

## **5. Spotify for Podcasters Authorized User Content**

**Authorized User Content.** Registered Spotify for Podcasters users (herein referred to as "**Podcasters**") may submit, upload, and/or contribute authorized audio content to the Service at no cost to Spotify (which may include, for example, any associated metadata, images, artwork, texts, photographs, videos, marketing materials or other associated materials, as specified by you in the Spotify for Podcasters submission form) ("**Authorized User Content**"). Spotify, and/or any third party appointed by Spotify, may in its sole discretion decide to use all, or parts of, the metadata provided, as well as to supplement and/or replace such metadata. For the avoidance of doubt, Authorized User Content shall not include any content that a Spotify user has stored locally on its Terminal Device, and which has not been downloaded by such Spotify user from Spotify or the Service, even if such content is the same as delivered by you under these Spotify for Podcasters Terms as Authorized User Content. A "**Terminal Device**" is any now known or hereafter developed computer or consumer electronic device with the ability to stream, play, and store Content, including, without limitation, laptop and desktop PCs (running, without limitation, MAC OS, Windows, Linux OS), netbooks, tablets, gaming consoles, networked home audio equipment, internet-enabled personal audio players, connected MP3 players, mobile telephones and cellphones, set-top boxes, connected televisions, voice-controlled speakers, wearable devices and motor vehicles. The Authorized User Content you provide may only include content that you wholly own or otherwise are fully authorized to permit Spotify to distribute and use in accordance with these Spotify for Podcasters Terms. You must therefore, as an example, have all rights and authorizations relating to any sound recordings and musical works included in the Authorized User Content, necessary to allow all forms of distribution and usage specified in these Spotify for Podcasters Terms. You promise that, with respect to any Authorized User Content you post on Spotify, (a) such Authorized User Content, or its use by Spotify as contemplated by the Agreements, does not violate the Agreements, applicable law, or the intellectual property (including without limitation copyright), publicity, personality, or other rights of others or imply any affiliation with or endorsement of you or your Authorized User Content by Spotify or any other podcast provider, creator, artist, band, label, entity or individual without express written consent from such individual or entity, (b) no royalties or other fees will be payable by Spotify to any third party for the reproduction, distribution, public display, public performance, creation of derivative works, or other use or exploitation of such Authorized User Content, and (c) all Authorized User Content you submit to the Service is correct, accurate, and does not contain Objectionable Content (defined below in Section 7).

**Embedded Advertising.** Spotify acknowledges and accepts that the Authorized User Content may contain advertising and/or sponsorship messages or similar which are generally included when the Authorized User Content is distributed on any other service subject to your compliance with these Spotify for Podcasters Terms. You acknowledge and accept that Authorized User Content may only contain advertising sold to advertisers against your entire network of content providers, including Other Services. You may not include (a) advertising and/or sponsorship messages targeted against the Service, or (b) advertising sold specifically for distribution on the Service or to specifically target users on the Service, in the Authorized User Content. You will ensure that all advertising or sponsorship messages contained in the Authorized User Content for distribution on the Service will comply with Spotify's Advertising Editorial Policies which Spotify may update from time to time and which are currently located at <https://www.spotify.com/brands/legal/advertiser-terms-and-conditions/#s4>, or a successor link provided by Spotify. Notwithstanding the foregoing, You acknowledge that advertising and/or sponsorship messages

containing pornographic content, or for firearms, ammunition, weapons, cigarettes, tobacco or e-cigarettes, or that relates to political or religious organisations or paid advertising for any competitive music or audio streaming services, is not permitted. In addition, you may not use any data you obtain about Spotify's users for any purpose other than for demographic targeting on the Service, and you are expressly prohibited from repurposing any data about Spotify users or to retarget a Spotify user or append data to a non-public user profile, or to use any data derived from Spotify users to build, create, develop, or supplement any segments, profiles, or similar records on any user, device, or browser. No data provided by Spotify or acquired by you in relation to usage of the Authorized User Content on the Service may be used for the purposes of targeting for advertisers. You shall not use the Spotify name or brand marks in any advertising sales collateral without prior approval from Spotify. Spotify reserves the right to remove any Authorized User Content that contains any embedded advertising and/or sponsorship messages that do not comply with the terms of this section. You agree that cookies may only be used in and/or in relation to the Authorized User Content to improve the user experience.

Delivering Authorized User Content. You shall submit Authorized Podcaster Content to the Service through the submission of an XML-based standard web rich site summary feed format ("**RSS Feed**"), which RSS Feed may include various files and the transmission of text and other metadata. You shall also submit Authorized Podcaster Content through other relevant input fields made available in the Spotify for Podcasters user interface.

Takedowns. Spotify shall be under no obligation to include and/or distribute Authorized User Content via the Service and reserves the full right to remove any Authorized User Content from the Service in its sole discretion. Spotify also may, but has no obligation to, monitor, review, or edit Authorized User Content. Because there is a risk to hosting Authorized User Content, Spotify reserves the right, in all cases, to remove or disable access to any Authorized User Content for any or no reason, including, but not limited to, Authorized User Content that, in Spotify's sole discretion, (a) is likely to infringe the intellectual property rights of a third party if distributed by Spotify in accordance with these Spotify for Podcaster Terms, (b) violates the Agreements, (c) the rights of any third party, (d) poses a reputational risk to Spotify or any other person, (e) would cause Spotify to be in breach of any agreement to which Spotify is a party, or if (f) Spotify is notified by you or otherwise becomes aware that the Authorized User Content and/or the distribution thereof, is or may be in violation of any applicable laws or regulations, or constitute an unlawful act in relation to you, (g) Spotify is instructed to take such action by a competent legal authority, or (h) you in any relevant way fail to fulfill your obligations under these Spotify for Podcaster Terms or is otherwise in breach of these Spotify for Podcaster Terms. Spotify may take these actions without notification to you or any third party and without any liability to you for such removal.

Offline Listening Cache. Removal or disabling of Authorized User Content will result in the deletion of the Authorized User Content from the Service but you agree that the Authorized User Content may still be temporarily available to offline Spotify users who saved the applicable Authorized User Content for offline listening on a Terminal Device.

## **6. Rights You Grant Us**

License to Spotify. You grant Spotify a non-exclusive, transferable, sub-licensable, royalty-free, irrevocable, fully paid, worldwide license to: (a) download, digitally transcode, make copies of and otherwise process the Authorized User Content to the extent reasonably necessary to transmit and communicate to the public the Authorized User Content as set forth in this Section 6; (b) transmit and communicate to the public the Authorized User Content on a pre-programmed and on-demand basis to

Terminal Devices in (i) any industry-standard implementation of the digital media “streaming” format, as that term is commonly understood, in all cases wherein the content of the media file is rendered simultaneously with its transmission; and (ii) the so-called “conditional download” format wherein the transmission of a media file results in a playable copy of the media file being deposited on the storage medium of a Terminal Device; (c) transmit, communicate to the public and display metadata and images to all users of Spotify for purposes of identifying and promoting the availability of the corresponding Authorized User Content on the Service; (d) make and store on Spotify’s servers and Terminal Devices such copies of Authorized User Content as are reasonably necessary to enable Spotify to transmit and communicate to the public Authorized User Content and communicate to the public and display images as permitted hereunder; and (f) use the Authorized User Content for internal research and development purposes. You further grant us the non-exclusive, irrevocable, fully paid, worldwide right to use your name, likeness, and photograph on the Services and in our marketing communications to advertise, market and promote the availability of your Authorized User Content on the Service. For the avoidance of doubt, Spotify will determine, at its sole discretion, whether the Authorized User Content will be distributed via the Service, and Spotify shall be entitled to use the Authorized User Content in conjunction with all of the tiers, features and functionalities of the Service.

Notices and Titles. Conditional upon you supplying the relevant information in the Authorized User Content’s associated metadata, Spotify shall display a link to the following information via the Spotify client interface for the Service in connection with each Authorized User Content: (a) a standard copyright notice supplied by the Podcaster [e.g. “(p) and (c) [Year] [Provider-designated name]. All rights reserved.”] in a readable size; and (b) the title of the Authorized User Content as set forth in such metadata.

Feedback. If you provide feedback, ideas or suggestions to Spotify in connection with the Spotify for Podcasters Service or Content (“**Feedback**”), then regardless of what your accompanying communication may say, you acknowledge that the Feedback is not confidential and that you grant Spotify a worldwide, non-exclusive, irrevocable, perpetual, royalty free and unlimited license to use your Feedback in any way, for any purpose, and through any medium or technology now known or hereafter created, whether in whole or in part, and whether as modified or unmodified. Feedback is considered a type of Authorized User Content.

User Rights. Aside from the rights specifically granted in the Agreements, you retain ownership of all rights, including intellectual property rights, in the Authorized User Content that you post, and you have only granted us a license as set forth in the Agreements. Where applicable and permitted under applicable law, you also agree to waive and not enforce any “moral rights” or rights, such as your right to be identified as the author of any Authorized User Content, including Feedback, and your right to object to derogatory treatment of such Authorized User Content. If such moral rights are not waivable, then you at least agree not to sue us for failure to identify you as the author of any Authorized User Content or for any use of your Authorized User Content on the Services.

## **7. User Guidelines**

Objectionable Content. 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. The current rules are listed below, but these may be updated, or we may provide you with additional rules, from time to time, consistent with Section 2 above. You agree to follow these rules.

The following is not permitted for any reason whatsoever:

- 7.1 copying, redistributing, reproducing, “ripping”, recording, transferring, performing or displaying to the public, broadcasting, or making available to the public any part of the Spotify for Podcasters Service or the Content, or otherwise making any use of the Spotify for Podcasters 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 for Podcasters Service or the Content or any part of it;
- 7.2 using the Spotify for Podcasters Service to import or copy any local files you do not have the legal right to import or copy in this way;
- 7.3 transferring copies of cached Content from an authorized Terminal Device to any other device via any means;
- 7.4 reverse-engineering, decompiling, disassembling, modifying, or creating derivative works based on the Spotify for Podcasters Service, Content or any part thereof unless permitted by applicable law;
- 7.5 circumventing any technology used by Spotify, its licensors, or any third party to protect the Content or the Spotify for Podcasters Service;
- 7.6 selling, renting, sub-licensing or leasing of any part of the Spotify for Podcasters Service or the Content;
- 7.7 circumventing any territorial restrictions applied by Spotify or its licensors;
- 7.8 manipulating the Services by using a script or other automated process;
- 7.9 taking any action that imposes an unreasonable load on the Spotify for Podcasters Service;
- 7.10 removing or altering any copyright, trademark, or other intellectual property notices contained on or provided through the Spotify for Podcasters Service (including for the purpose of disguising or changing any indications of the ownership or source of any Content);
- 7.11 “crawling” the Spotify for Podcasters Service or otherwise using any automated means (including bots, scrapers, and spiders) to collect information from Spotify;
- 7.12 framing or linking to any of the materials or information available on Spotify’s website; or
- 7.13 deleting or altering any material Spotify or any other user makes available on the Spotify for Podcasters Service;

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

7.14 would violate any agreement to which you are a party, such as, by way of example and not limitation, an exclusive recording agreement or publishing agreement;

7.15 is offensive, abusive, defamatory, pornographic, threatening, obscene, or advocates or incites violence;

7.16 is illegal, or intended to promote or commit an illegal act of any kind, including but not limited to violations of intellectual property rights, privacy rights, or proprietary rights of Spotify or a third party;

7.17 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;

7.18 includes malicious content such as malware, Trojan horses, or viruses, or otherwise interferes with any user's access to the Service;

7.19 is intended to or does harass or bully other users;

7.20 impersonates or misrepresents your affiliation with another user, person, or entity, or is otherwise fraudulent, false, deceptive, or misleading;

7.21 uses automated means to artificially promote content;

7.22 involves the transmission of unsolicited mass mailings or other forms of spam ("**spam**");

7.23 involves commercial or sales activities or pyramid schemes, that are not expressly authorized by Spotify;

7.24 exposes confidential or proprietary information of a third party or personal information about yourself that you do not wish broadcast to people around the world;

7.25 interferes with or in any way disrupts the Spotify for Podcasters 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

7.26 conflicts with the Agreements, as determined by Spotify.

You agree that you will not assist or permit any person in engaging in any of the activities in Sections 7.1 through 7.26.

All content listed in Sections 7.1 through 7.26 is "**Objectionable Content.**" You acknowledge and agree that posting any such Objectionable Content may result in immediate termination or suspension of your Spotify account.

Spotify may also reclaim your username for any reason, including, but not limited to, for the purpose of giving your username to another user of the Spotify for Podcasters Service, and Spotify will have no liability to you if it does so.

Please be thoughtful about how you use the Spotify for Podcasters Service and what you submit. The Spotify for Podcasters Service includes the ability to post Authorized User 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, and may live on in perpetuity once posted, so please submit Authorized User Content on Spotify carefully. Spotify has no responsibility for your choices to post Authorized User Content on the Service.

## **8. Infringement and Reporting Authorized 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, available at <https://www.spotify.com/us/legal/copyright-policy>. If Spotify is notified by an intellectual property owner or their agent that any Content infringes a protected legal right, then Spotify may, in its absolute discretion, take actions without prior notification to the provider of that Content. If the provider believes that the content is not infringing, the provider may submit a counter-notification to Spotify with a request to restore the removed content. If you believe that any Content does not comply with the user guidelines, please fill out our [notice form](#).

## **9. Service Limitations and Modifications**

Spotify will make reasonable efforts to keep the Spotify for Podcasters Service operational. However, Spotify makes no assurances that the Spotify for Podcasters Service will be available continuously on a 24 x 7 x 365 basis. Certain technical difficulties or maintenance may 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 for Podcasters Service, with or without notice, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Spotify for Podcasters Service or any function or feature thereof. You understand, agree, and accept that Spotify has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service. This section will be enforced to the extent permissible by applicable law. Spotify and/or the owners of any Content may, from time to time, remove any such Content without notice to the extent permitted by applicable law or the Agreements.

## **10. Data Insights: Mistakes**

Errors. You acknowledge that Spotify for Podcasters is a free service that we are providing to you for use at our discretion. Spotify for Podcasters may provide you with the ability to view usage data of your podcast and demographic data on your fans. While we work hard to ensure the accuracy of the data, we do not guarantee that the Spotify for Podcasters Service or the data we collect from the Service will be available error-free or that mistakes, including mistakes in the data insights that we provide to you, will not happen from time to time. Where there is a glitch or mistake in the Service, we will take all reasonable efforts to address or correct these mistakes. You agree that you will hold us harmless against any damage, liability, or costs that you incur as a result of a mistake, error, or glitch in this free service or arising from your use of the data. All data is provided to you "As-Is." You use all such data provided by us at your sole risk and discretion.

Data Back-Up. Although Spotify takes reasonable precautions to preserve and protect the Content stored in the database used by Spotify to provide the Service, you shall not rely on the Service as your only

storage facility, and you should preserve backup copies of your Authorized User Content. Spotify is not liable for damage to, deletion of, or failure to store any Content.

## **11. Customer Support**

For customer support with Account-related questions (“**Customer Support Queries**”), please submit a ticket to our customer service department using the [Customer Service contact form](#) on the Contact Us section of our website. We will use reasonable endeavors to respond to all Customer Support Queries within a reasonable time frame but we make no guarantees or warranties of any kind that any Customer Support Queries will be responded to within any particular time frame and/or that we will be able to satisfactorily answer any such queries.

## **12. 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 Cuba, Iran, North Korea, Sudan, or Syria; and (2) are not a denied party as specified in the regulations listed above. You agree to comply with all applicable export and re-export 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, re-export, 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. This export control clause shall survive termination or cancellation of the Agreements.

## **13. Term and Termination**

Term: Perpetual License. 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 Authorized User Content, including Feedback, is irrevocable and will therefore continue after expiration or termination of any of the Agreements for any reason.

Termination. Spotify may terminate the Agreements or suspend your access to the Spotify for Podcasters Service at any time for any reason, including in the event of your actual or suspected unauthorized use of the Spotify for Podcasters Service and/or Content, or non-compliance with the Agreements, without notice and without liability to you. Spotify may also terminate this Agreement, and/or, alternatively in Spotify’s sole discretion, permanently or temporarily suspend with immediate effect your ability to provide Authorized User Content to Spotify in the event that, in Spotify’s reasonable determination, you are identified as a repeat infringer.

Customer Support After Termination. If you or Spotify terminate the Agreements, or if Spotify suspends your access to the Spotify for Podcasters Service, you agree that Spotify shall have no liability or responsibility to you. To learn how to terminate your Spotify account, please contact us through the

[Customer Service contact form](#) on the Contact Us section of our website. This section will be enforced to the extent permissible by applicable law. You may terminate the Agreements at any time.

Survival Clauses. Sections 1, 4, 6, 7 and 9 – 22 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.

#### **14. Warranty and Disclaimer**

THE FOLLOWING WARRANTY DISCLAIMER APPLIES TO THE FULLEST EXTENT PERMITTED BY LAW:

WE ENDEAVOUR TO PROVIDE THE BEST SERVICE WE CAN, BUT YOU UNDERSTAND AND AGREE THAT THE SPOTIFY FOR PODCASTERS SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE SPOTIFY FOR PODCASTERS SERVICE AT YOUR OWN RISK. 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, AND NON-INFRINGEMENT. NEITHER SPOTIFY NOR ANY OWNER OF CONTENT WARRANTS THAT THE SPOTIFY FOR PODCASTERS 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, OR ANY OTHER PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY ON, THROUGH OR FROM THE SPOTIFY FOR PODCASTERS SERVICE OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. YOU UNDERSTAND AND AGREE THAT SPOTIFY IS NOT RESPONSIBLE OR LIABLE FOR ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF THIRD PARTY APPLICATIONS OR PRODUCTS OR SERVICES ADVERTISED ON OR THROUGH THE SPOTIFY FOR PODCASTERS SERVICE. AS WITH ANY PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. 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.

THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

#### **15. Limitation**

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE SPOTIFY FOR PODCASTERS SERVICE IS TO UNINSTALL ANY SPOTIFY SOFTWARE AND TO STOP USING THE SPOTIFY FOR PODCASTERS SERVICE. WHILE SPOTIFY ACCEPTS NO RESPONSIBILITY FOR THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, TO THE FULLEST EXTENT PERMITTED BY LAW, 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.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SPOTIFY, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (2) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS (WHETHER DIRECT OR INDIRECT), IN ALL CASES ARISING OUT OF THE USE OR INABILITY TO USE THE SPOTIFY FOR PODCASTERS SERVICE, 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; OR (3) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SPOTIFY FOR PODCASTERS 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, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW.

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 law, gross negligence. Some aspects of this section may not apply in some jurisdictions if prohibited by law.

#### **16. Third Party Rights**

No Third Party Beneficiaries. 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.

Podcast Hosting Services. If you host your Authorized User Content with a third party podcast hosting service ("**Podcast Hosting Service**"), you acknowledge that this Agreement is between you and Spotify only, not with your Podcast Hosting Service. Your Podcast Hosting Service is not an intended beneficiary of the Agreements and your Podcast Hosting Service is not responsible for the Service and the Content thereof. Your Podcast Hosting Service has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. Notwithstanding the foregoing, you acknowledge and agree that Spotify, in its sole discretion, may share Content with Podcast Hosting Services, such as data analytics, and such Content may include data related to your Authorized User Content.

#### **17. 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 other aspects of your use of the Spotify for Podcasters Service may be governed by additional agreements. 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 Spotify for Podcasters Terms, the additional terms shall prevail.

#### **18. Severability and Waiver**

Severability. Unless as otherwise stated in the Agreements, should any provision of the Agreements shall be held unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Agreements and shall not affect the validity and enforceability of any remaining provisions.

Waiver. A provision of the Agreements may be waived only by a written instrument executed by the party entitled to the benefit of such provision. No failure or delay on the part of Spotify in the exercise of any power or right under the Agreements shall operate as a waiver thereof. No single or partial exercise of any right or power under the Agreements shall operate as a waiver of such right or of any other right or power. The waiver by Spotify of a breach of any provision of the Agreements shall not operate or be construed as a waiver of any other or subsequent breach of the Agreements.

## **19. Assignment**

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

## **20. Indemnification**

You agree to defend, indemnify and hold Spotify and its officers, directors, employees and representatives harmless from and against any and all liabilities, damages, awards, settlements, losses, claims and expenses (including but not limited to attorney's fees and costs of investigation) due to or arising from (i) your use of the Service and all activity under your Account, (ii) your violation of any term of these Spotify for Podcasters Terms, (iii) any claim by a third party of infringement of any third party right, including but not limited to any copyright or other intellectual property right, property right or privacy right, by you, your Account, your Authorized User Content and/or Spotify's use of the Authorized User Content in accordance with the terms of these Spotify for Podcasters Terms; or (iv) any claim that the Authorized User Content has caused any damage to a third party (including but not limited to claims that the Authorized User Content has caused damage to any personal rights).

## **21. Choice of Law, Mandatory Arbitration and Venue**

### **21.1 Governing Law / 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 of California, United States of America, without regard to choice or conflicts of law principles. Further, you and Spotify agree to the jurisdiction of the Northern District of California to resolve any dispute, claim, or controversy that relates to or arises in connection with the Agreements (and any non-contractual disputes/claims relating to or arising out of or in connection with them) and is not subject to mandatory arbitration under Section 21.2.1. Spotify does not accept any codes of conduct as mandatory in connection with the services provided under these Spotify for Podcasters Terms.

### **21.2 ARBITRATION AGREEMENT**

This arbitration agreement applies only to users in the United States.

### **21.2.1 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 (not class) arbitration. You and Spotify further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, 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 the Agreements.

### **21.2.2 Exceptions**

Notwithstanding clause 22.2.1 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, or (3) bring an individual action seeking only temporary or preliminary injunctive relief in a court of law, pending a final ruling from the arbitrator.

### **21.2.3 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.

### **21.2.4 Arbitration rules**

Either you or we may start arbitration proceedings. Any arbitration between you and Spotify will take place under the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association ("**AAA**") then in force ("**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 [adr.org](http://adr.org), or you may call the AAA at 1-800-778-7879. Spotify can also help put you in touch with the AAA.

Any arbitration hearings will take place in New York, NY, or at a location mutually agreed upon by the parties, provided that if the claim is for \$10,000 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 non-appearance based telephonic hearing; or (3) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address.

Your arbitration fees and your share of arbitrator compensation will be limited to those fees set forth in the relevant 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.

#### **21.2.5 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.

#### **21.2.6 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, Attn: General Counsel, 4 World Trade Center, 150 Greenwich Street, 62nd Floor, New York, NY 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 the greater of (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.

#### **21.2.7 Enforceability**

If any portion of this Arbitration Agreement (Section 21.2) is found to be unenforceable in court or in arbitration, then the entirety of the Arbitration Agreement (Section 21.2) shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 21.1 shall govern any action arising out of or related to the Agreements.

### **22 Miscellaneous**

#### **22.1 Entire Agreement**

The Agreements constitute the entire agreement between you and Spotify relating to the subject matter herein and therein and supersede all previous and contemporaneous communications, representations, understandings and agreements, either oral or written, between you and Spotify with respect to your use of the Spotify for Podcasters Service. These Spotify for Podcasters Terms shall not be modified except in writing signed by both parties, except for Spotify's right to modify the terms as described above.

## **22.2 No Agency**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Spotify as a result of the Agreements or use of the Spotify for Podcasters Service.

## **22.3 Headings**

The heading references in the Agreements are for convenience purposes only, do not constitute a part of the Agreements, and shall not be deemed to limit or affect any of the provisions hereof or thereof.

## **23. Contact us**

If you have any questions concerning the Spotify for Podcasters Service or the Agreements, please contact Spotify customer service by visiting the [Contact Us section](#) of our website.

If you are a California resident, you may have the Agreements mailed to you electronically by sending a letter to Spotify, Attn: General Counsel, 4 World Trade Center, 150 Greenwich Street, 62nd Floor, New York, NY 10007, USA with your email address and a request for the Agreements. In addition, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at 1-800-952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.

Thank you for reading these Spotify for Podcasters Terms. We hope you enjoy Spotify for Podcasters!

Contracting entit(ies)::

Spotify USA Inc.  
4 World Trade Center  
150 Greenwich Street, 62nd Floor  
New York, NY 10007  
USA

Spotify AB  
Regeringsgatan 19  
111 53 Stockholm  
Sweden

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THESE SPOTIFY FOR PODCASTERS TERMS AS OF THE EFFECTIVE DATE. YOU AGREE THAT BY CLICKING THAT YOU AGREE TO THESE TERMS AND CONDITIONS AND CLICKING "CONTINUE," YOU ARE ACCEPTING THESE**

**SPOTIFY FOR PODCASTERS TERMS AND EXECUTING THESE SPOTIFY FOR PODCASTERS TERMS.**