



Terms and Conditions

These Sonolize Terms and Conditions (“Terms”) describe the relationship between you as a user of the Sonolize platform and Sonolize, as identified below. These Terms contain the terms and conditions applicable to your access and use of the Sonolize Platform and your purchase and/or sale of Sheet Music. Your acceptance of these Terms constitutes a legally binding agreement between you and Sonolize. By accepting these Terms, you represent and warrant having the authority to enter into these Terms with Sonolize, and agree to be bound by its terms.

Article 1 Definitions and Interpretation

1.1 In these Terms, these capitalized terms shall have the following meaning:

Agreement:	the marketplace platform agreement between you and Sonolize, concluded by your acceptance of these Terms. These Terms form an integral part of the Agreement;
Buyer:	a User that uses the Platform to buy Sheet Music from Composers;
Composer:	a User that uses the Platform to sell Sheet Music to Buyers;
Composer Portal:	the web based, password protected portal on the Platform through which a Composer can manage his offer of Sheet Music;
Fee:	the fees set by Composers for one download of Sheet Music;
IP-Rights:	all intellectual property rights and related rights anywhere in the world, including patent rights, copyrights, neighboring rights, trade-mark rights, trade name rights, design rights, database rights, rights on a par with intellectual property rights and rights to know-how;
Login Details:	the email address and password used to access the Platform;
Party/Parties:	where applicable, Sonolize and/or a User;
Platform:	the marketplace platform offered by Sonolize on which Users can purchase Sheet Music directly from Composers. The definition of Platform includes all information, materials, content, data, applications, software and updates made available by Sonolize as part of the Platform. For the avoidance of doubt, that does not include any Sheet Music, since that is not made available directly by Sonolize;
Sheet Music Agreement:	the purchase agreement concluded between a Composer and a Buyer for one download of Sheet Music;
Sheet Music:	the sheet music for a work of music offered by a Composer via the Platform;
Sonolize:	Sonolize VOF is a partnership under the laws of The Netherlands, with its registered offices at: Graafseweg 196-A, 5213AP, 's-Hertogenbosch, The Netherlands
User:	the person using the Platform, either as a Composer, a Buyer, or as both. In other words: you;
User Portal:	the web based, password protected portal on the Platform through which a User can manage his purchases of Sheet Music;

- 1.2 Use in these Terms of the words “including”, “among others”, “such as”, “for instance” or any similar wording shall not limit the generality of the foregoing.

Article 2 Applicability and Amendment

- 2.1 These Terms apply to the Agreement, any use of the Platform by User and, where applicable, to any Sheet Music Agreements between Buyer and Composer. The applicability of any general terms and conditions of User or of any third party is explicitly excluded, unless Sonolize has specifically acknowledged the applicability of other terms in writing.
- 2.2 Sonolize is entitled to amend or supplement these Terms at any time. Such amendments shall take effect immediately. The most up-to-date version of the Terms can be found on the Platform. Amendments or supplements will be brought to your attention during the use of the Platform. User will notify User by email in advance in the event that an amendment or supplementation will significantly affect your rights or obligations under the Agreement. If a User does not agree to the changes to the Terms, his or her only option is to terminate the Agreement in accordance with Article 10.2.

Article 3 The Platform

- 3.1 The Sonolize Platform is a marketplace for Sheet Music. On the Platform, Users can compare Sheet Music that is offered by various Composers and purchase Sheet Music directly from Composers. Sheet Music is provided by the Composers, not by Sonolize. Sonolize only provides the technology and services to enable access and use of the Platform and to enable Buyers and Composers to enter into Sheet Music Agreements. Sonolize has no control over the quality, safety, lawfulness or correctness of the Sheet Music that is offered, or the Composers’ authority to offer Sheet Music under the applicable IP-Rights.
- 3.2 Sonolize acts as an intermediary, providing the technology and services to enable access and use of the Platform. Sonolize receives a commission on Fees paid by Buyers. User acknowledges and agrees that Composers, and not Sonolize, are the sellers and/or licensors of the Sheet Music to User, that Sonolize is not a party to Sheet Music Agreements, that Sonolize does not accept any liability under the Sheet Music Agreements and that Sheet Music Agreements do not affect the Agreement or the relationship between Sonolize and User.

Article 4 Access to the Platform

- 4.1 User must submit certain information to Sonolize with regard to its identity such as name and e-mail address.
- 4.2 The Login Details are strictly personal. User is not allowed to provide third parties with his Login Details, nor is User allowed to use his Login Details to give third parties access to the Platform. Sonolize may assume that all use made of the Platform using the Login Details of a User, is in fact done by User. As such, all use of the Platform using a User’s Login Details is for the risk, account and responsibility of that User.
- 4.3 Any access to the Platform via automated means is strictly prohibited except insofar as the Platform includes features that are designed for such use.
- 4.4 Sonolize reserves the right to restrict log-in and change log-in procedures, passwords and/or usernames if this is necessary in the interest of the (correct) operation of the Platform, for protecting legitimate (business and/or legal) interests of Sonolize, User, Composers or third parties, if Sonolize is legally obligated to freeze the then current information on the Platform or is instructed by government authorities or regulators to do so.

Article 5 Sheet Music offered by Composers on the Platform

- 5.1 Composers may offer Sheet Music on the Platform via the Composer Portal and Users can enter into Sheet Music Agreements with Composers on the Platform. All Sheet Music is published by, and offered to User by, Composers and not by Sonolize. Sonolize accepts no liability whatsoever in this regard.
- 5.2 Any categorizations, ratings or descriptions of Sheet Music are for Composer's account and are solely for your convenience. Sonolize accepts no liability and makes no representations or warranties that such categorizations, ratings or descriptions are accurate, complete or up-to-date.
- 5.3 Composer warrants that:
- a Composer is the sole rights holder with regard to the IP-Rights to the Sheet Music offered by Composer;
 - b The Sheet Music offered by Composer does not infringe on any IP-Rights or other rights of third parties;
 - c Composer is fully capable and entitled to enter into Sheet Music Agreements;
 - d Entering into Sheet Music Agreements grants Buyers the unencumbered right to download one copy of the Sheet Music;
 - e Composer has not entered into an exclusive license agreement with regard to the Sheet Music, which prevents Composer from entering into Sheet Music Agreements or would otherwise render Sheet Music Agreements ineffective;
 - f Composer is not a member of a collective rights management organization that prevents Composer from entering into Sheet Music Agreements;

Article 6 User Portal

- 6.1 User can manage its Sheet Music purchases or offerings via the User Portal.
- 6.2 Sonolize does not monitor a user's User Portal. Notwithstanding any other rights and remedies of Sonolize, Sonolize may revoke or suspend your Portal, or (temporarily or permanently) remove (access to) any Sheet Music for any reason to Sonolize's discretion, including but not limited to the following cases:
- a If Sonolize is obligated to do so by law or instructed by a government authority or court,
 - b If User violates any term of these Terms, provides inaccurate, outdated or misleading information or engages in fraudulent activity;
 - c If a User is not authorized to offer the Sheet Music on the Platform under the applicable IP-rights;
 - d If Sheet Music or other content of a User Portal offends, discriminates, or is threatening to a person or a group of people;
 - e If the file containing the Sheet Music is corrupted, or may damage the Platform;
 - f If Sheet Music or other content of a User Portal infringes the (IP) rights of other parties;
 - g If the User Portal contains links to third parties' websites;
 - h If Sonolize receives a notification that Sheet Music or a User Portal infringes third parties' rights.

Article 7 Composer Fees, Invoicing and Payment

- 7.1 Composers are free to determine the price of their Sheet Music, with a minimum of EUR 5,- per sale. As compensation for the use of the Platform, Sonolize is entitled to 35% of all Sheet Music sales via the Platform. This fee is calculated based on the price set by Composer for the Sheet Music and will be automatically deducted from any payments made by users for the Sheet Music. Sonolize will invoice Composer for the total sum of all fees on a monthly and retrospective basis.

- 7.2 Composer will be solely responsible for any taxes and deductions related to his sale of Sheet Music via the Platform, including but not limited to income tax, VAT, license payments and royalties.
- 7.3 Sonolize will pay all fees in euro's. If a User has paid for Sheet Music using a different currency than Euro's, Sonolize will reimburse Composer using the actual exchange rate available to Sonolize.
- 7.4 Once per year, a Composer may request to have Sonolize's administration audited by an independent accountant with regard to the sales of Sheet Music via the Platform. Composer will notify Sonolize at least two weeks in advance. Composer will ensure that the audit takes place within normal business hours and that the audit does not interfere with Sonolize's regular business activities. Should the audit show discrepancies of more than 10% between the actual number of sales and the number of sales reported by Sonolize, Sonolize will reimburse Composer for the reasonable costs associated with the audit. In all other cases the costs of the audit will be for the account of Composer.

Article 8 User Fees, invoicing and Payment

- 8.1 All prices and payment methods for Sheet Music are mentioned on the Platform.
- 8.2 Payment will be made in euro's and will be inclusive of VAT, if applicable.
- 8.3 The Sheet Music will be available as a digital download via a link provided by e-mail. As such, the right of withdrawal ("recht van ontbinding") is not applicable to Sheet Music Agreements.

Article 9 Disputes, Refunds and Reviews

- 9.1 User is obligated to inform Sonolize of any disputes with other Users, or any complaints it has submitted to Composer regarding the Sheet Music or any Composers.
- 9.2 Sonolize is not a party to Sheet Music Agreements and does not have any responsibility to resolve, or accept any liability for, disputes, refunds or credits.
- 9.3 Sonolize shall only refund any Sheet Music Fees to Buyer if so instructed by Composer. If Sonolize refunds Buyer, Buyer will defend, indemnify and hold Sonolize harmless with respect to any claim by Composer, including by paying any associated costs, losses, damages, expenses and attorneys' fees.

Article 10 IP-Rights

- 10.1 Sonolize and/or its licensors own all right, title and interest in and to the Platform and all of its parts, including any software, API's, databases, designs, texts and images, and all IP-Rights therein. Subject to the limited rights expressly granted hereunder, Sonolize reserves all rights, title and interest in and to the Platform including all related IP-Rights. Sonolize hereby grants User a non-exclusive and non-transferrable right to use the Platform, including any API's, solely during the term, and subject to the terms and conditions of these Terms. User shall not (i) modify or copy the Platform or create any derivative works based on the Platform; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute or otherwise make the Platform available to any third party, other than as permitted herein; (iii) reverse engineer or decompile any portion of the Platform, including but not limited to, any software utilized by Sonolize in the provision of the Platform, except to the extent permitted by law; (iv) access the Platform in order to build a commercial product or service; or (v) copy any features, functions, integrations, interfaces or graphics of the Platform.
- 10.2 Licenses for Sheet Music are between User and Composer. Sonolize does not grant any rights or licenses in the Sheet Music on behalf of Composer.
- 10.3 Composer grants to Sonolize a royalty-free, worldwide, transferable, sub-licensable license to use the Sheet Music uploaded by Composer for the purpose of Article 3.2.
- 10.4 Sonolize owns all right, title and interest in and to the aggregated and statistical data derived from the operation of the Platform, including any IP-Rights. Nothing herein shall be construed as prohibiting Sonolize from utilizing such statistical information for any purposes, provided that Sonolize's use of information cannot, directly or indirectly, reveal any Confidential Information.

Article 11 Term and Termination

- 11.1 The Agreement is entered into as of the date that User has accepted these Terms and will remain in full force and effect until terminated in accordance herewith.
- 11.2 A User may terminate the Agreement by cancelling his account via the User Portal. Termination of the Agreement by a Composer will leave intact all Sheet Music Agreements concluded between that Composer and other Users. Sonolize may continue to use the Sheet Music for a period of two days after termination by a Composer, solely for the purpose of providing a download link for Sheet Music bought by a Buyer.
- 11.3 Sections of these Terms that, by their terms, require performance or establish rights after termination or expiration of the Agreement, will survive such termination or expiration.
- 11.4 Notwithstanding any other rights of Sonolize, Sonolize has the right to temporarily or permanently revoke or suspend your access to the User Portal and/or the Platform including if User violates these Terms, any applicable laws and regulations or otherwise acts unlawfully, or if Sonolize has reasonable grounds to suspect that User violates any Sheet Music Agreements.

Article 12 Warranties

- 12.1 The Platform is provided by Sonolize on an “as-is” and “as available” basis. Sonolize does not warrant that access to, or use of, the Platform shall be uninterrupted and error free. Sonolize expressly excludes any and all explicit and tacit guarantees, undertakings and indemnifications, of any kind whatsoever, including but not limited to those with respect to the quality, safety, lawfulness, integrity and correctness of the Platform.
- 12.2 User warrants that (i) it shall not abuse the Platform or interfere with any third party’s use of the Platform and shall not circumvent or manipulate the Platform or Sonolize’s invoicing process, such as by directly contacting Composers to conclude Sheet Music Agreements outside of the Platform and (ii) all Fees and any other fees and charges for use of the Sheet Music shall be paid through the Platform and that it will not use any other payment methods for the Sheet Music.

Article 13 Indemnifications

- 13.1 Each Party agrees to defend, indemnify and hold the other Party and its affiliated companies, its management, directors, employees, representatives and legal successors, harmless with respect to any third party claims alleging a breach of the representations and warranties made by the indemnifying Party in these Terms, including with regard to non-infringement of IP-Rights.
- 13.2 User agrees to defend, indemnify and hold Sonolize and its affiliated companies, its management, directors, employees, representatives and legal successors, harmless with respect to any third party claims, including by paying any associated costs, losses, damages, expenses and attorneys’ fees, (i) by Composers, based on alleged violation of, or failure by User to correctly, fully and/or timely perform its duties under or related to, the Sheet Music Agreements and (ii) with respect to any damage that ensues from misuse or use of the Platform, the User Portal or of any User related username and password.

Article 14 Limitation of Liability

- 14.1 To the maximum extent permitted by law and subject to Article 14.4, either Party’s aggregate liability arising out of or related to the Agreement, whether in contract, tort or otherwise, shall be limited to the amount actually paid out by the insurer of that Party due to the event giving rise to damages or, if no payment is made by the insurer, to an amount equal to the Fees paid or payable by or to User under the Agreement during the six (6) month period preceding the date on which the event giving rise to damages occurred, or € 1.000,- (one thousand euros), whichever is greater.

- 14.2 Subject to Article 14.4, in no event shall either Party have any liability to the other Party for any special damages (even if the Party from which damages are being sought was aware of the possibility of such damages), loss of profits, loss of anticipated savings, loss of business opportunity, loss of goodwill or loss of use. User will not assert that its payment obligations under the Agreement are excluded as Sonolize's lost profits.
- 14.3 The limitations of liability in this Article 14 apply collectively to each Party's affiliated companies, their management, directors, employees, representatives and legal successors, who may at all times rely upon the provisions of this article for their own benefit.
- 14.4 The limitations of liability in this Article 14 do not apply with respect to the indemnification obligations in Article 13, your payment obligations or insofar as damages are caused by gross negligence or willful misconduct.

Article 15 Applicable Law and Competent Court

- 15.1 These Terms and the Agreement are construed in accordance with and shall be governed by and interpreted in accordance with the laws of The Netherlands.
- 15.2 Parties agree that all actions and/or proceedings arising under or in connection to these Terms or the Agreement shall exclusively be brought before the competent court in the district of 's Hertogenbosch, The Netherlands.

Article 16 Miscellaneous

- 16.1 Neither these Terms or the Agreement, nor any terms and conditions contained herein, create a partnership, joint venture, employment relationship, or franchise relationship.
- 16.2 Sonolize may contract third parties to assist in performing its obligations or exercising its rights under the Agreement.
- 16.3 If any court of competent jurisdiction determines that any provision of these Terms is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the Party's shall negotiate in good faith a provision to replace the illegal, invalid or unenforceable provision.
- 16.4 Neither Party may assign the Agreement (or any rights or duties under it) without the other Party's prior written consent, provided that either Party may assign the Agreement without the other Party's consent in connection with a merger, acquisition, or sale of all or substantially all of its assets.
- 16.5 Either Party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.
- 16.6 The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications.